



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**June 29, 2009**

**Ordinance 16575**

**Proposed No.** 2009-0354.1

**Sponsors** Ferguson, Phillips, Constantine  
and von Reichbauer

1           AN ORDINANCE approving and adopting the collective  
2           bargaining agreement and memorandum of agreement  
3           negotiated by and between King County and International  
4           Federation of Professional and Technical Engineers, Local  
5           17 representing employees in the departments of public  
6           health, and community and human services; and  
7           establishing the effective date of said agreements.

8

9           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10          SECTION 1. The collective bargaining agreement and memorandum of  
11          agreement negotiated between King County and International Federation of Professional  
12          and Technical Engineers, Local 17 representing employees in the departments of public  
13          health, and community and human services and attached hereto are hereby approved and  
14          adopted by this reference made a part hereof.

15

16            SECTION 2. Terms and conditions of said agreements shall be effective from  
17            January 1, 2008, through and including December 31, 2010.

18

Ordinance 16575 was introduced on 6/15/2009 and passed by the Metropolitan King County Council on 6/29/2009, by the following vote:

Yes: 8 - Mr. Constantine, Mr. Ferguson, Ms. Lambert, Mr. von Reichbauer,  
Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn

No: 0

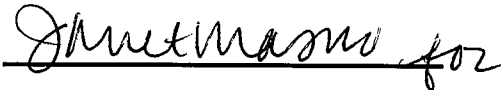
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON




Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2nd day of July, 2009.



Kurt Triplett, County Executive

**Attachments**      A. Agreement Between King County and International Federation of Professional and Technical Engineers Local No. 17, AFL-CIO, B. Memorandum of Agreement By and Between King County and International Federation of Professional and Technical Engineers, Local 17--Department of Public Health

KING COUNTY COUNCIL  
CLERK

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AGREEMENT BETWEEN  
KING COUNTY  
AND

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS  
LOCAL NO. 17, AFL-CIO

PREAMBLE

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS**  
**LOCAL NO. 17, AFL-CIO**  
**REPRESENTING EMPLOYEES IN THE**  
**DEPARTMENT OF PUBLIC HEALTH**  
**AND THE**  
**DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

11 **PREAMBLE**

12       These articles constitute an Agreement, the terms of which have been negotiated in good faith  
13 by representatives of King County (hereinafter referred to as the County) and International Federation  
14 of Professional and Technical Engineers, Local 17 (AFL-CIO) (hereinafter referred to as the Union).

15       The intent and purpose of this Agreement is to promote the continued improvement of the  
16 relationship between the County and the Departments of: Public Health and Community and Human  
17 Services (hereinafter, the Department) employees represented by the Union by providing a uniform  
18 basis for implementing the right of public employees to join organizations of their own choosing and  
19 to be represented by such organizations in matters concerning their relations with the County, and to  
20 set forth the wages, hours, and other working conditions of bargaining unit employees, provided the  
21 County has such authority to act on such matters. This Agreement shall be subject to approval by  
22 ordinance by the County Council of King County, Washington.

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

2       **Section 1.1. Recognition.** The County hereby recognizes the Union as the exclusive  
3 bargaining representative of Administrative Support Unit, Health Professional and Technical Unit,  
4 Environmental Health Professional Technical Unit, Environmental Health Senior Professional Unit,  
5 Information Systems Professional Unit, Emergency Medical Services Unit, Department of  
6 Community and Human Services Unit and Public Health Administrative Support Supervisors Unit as  
7 defined by classifications listed in Addendum A to this Agreement, excluding certain temporary  
8 employees, contract employees, supervisors, managers and confidential employees pursuant to PERC  
9 certifications and County and Union recognition agreements.

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

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

20       **Section 1.4. Indemnification.** The Union agrees to indemnify and hold harmless the County  
21 from any and all liability resulting from the dues check-off system, the Union security obligation, and  
22 the religious exemption requirements, except as delineated in Section 6 and 7 below.

23       **Section 1.5. Condition of Employment.**

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

1 in good standing of the Union, or pay an agency fee to the Union in lieu of membership.

2           **B.** An employee who holds bona fide religious tenets or teachings that prohibit Union  
3 membership or the payment of dues or intake fees to Union organizations or any other reason is  
4 eligible for a religious exemption as determined by the Public Employment Relations Commission,  
5 will pay an amount of money equivalent to regular union dues and intake fees to a charitable  
6 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the  
7 Union with written proof that such payments are being made.

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

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

22           The contents of the "Request for Discharge Letter" shall specifically request the discharge of  
23 the employee for failure to abide by Section 5 or Section 6 of this Article, but provide the employee  
24 and the County with thirty (30) calendar days' written notification of the Union's intent to initiate  
25 discharge action, during which time the employee may make restitution in the amount which is  
26 overdue. Upon receipt of the Union's request, the Public Health Human Resources Manager shall  
27 give notice in writing to the employee, with a copy to the Union and the DES, Human Resources  
28 Division, Labor Relations Section that the employee faces discharge upon the request of the Union

1 at the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter"  
2 and that the employee has an opportunity before the end of said thirty (30)-calendar day period to  
3 present to the Public Health Human Resources Manager any information relevant to why the Public  
4 Health Department should not act upon the Union's written request for the employee's discharge.

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

18 **Section 1.8. Bargaining Unit List.** Once each calendar year in October upon request, the  
19 County will provide the Union with a current listing of all employees within the bargaining units.  
20 The list shall include the name of the employee, the employees' classification, and seniority within  
21 the bargaining unit, seniority within the employees' current classification, classification date,  
22 division, job location, and salary.

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

28 **Section 1.10. Step Placement in Lieu of Temporary Employee Premium Pay.** Eligible

1 temporary employees (those who were employed by the Department of Public Health on or before  
2 August 1, 2001) shall be paid at Step 6 of their applicable pay range in lieu of their continued  
3 compensation of fifteen (15) percent of base salary in lieu of leave benefits for each hour worked.  
4 These "short-term" temporary employees shall continue to be paid at Step 6 of the range until such  
5 time as they (a) terminate employment with the County; (b) change employment status to County  
6 term-limited temporary, provisional, probationary, part-time regular or full-time regular employee; (c)  
7 cease to be represented by the Union. Temporary employees hired after August 1, are not eligible for  
8 premium pay nor step placement in lieu of premium pay. "Short-term" temporary employees who are  
9 receiving the premium on or before August 1, 2001 who are removed from the payroll and are  
10 subsequently returned to the payroll in the same classification as that of which they left within twelve  
11 (12) months of removal will be placed at step six (6) of the applicable pay range. The Director of  
12 Public Health may approve any exception of the above Step 6 placement in writing with notice to the  
13 Union.

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1 **ARTICLE 2: MANAGEMENT RIGHTS**

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

10       **Section 2.2. Contracting Out.** The County will make every effort to utilize its employees to  
11 perform all work, but the County reserves the right to contract out for work under the following  
12 guidelines: (1) required expertise is not available within the County's work force, or (2) the contract  
13 will result in cost savings to the County, or (3) the occurrence of peak loads above the work force  
14 capability. Contracting out of work normally performed by employees covered by this agreement  
15 shall not lead to the layoff of any employee covered by this agreement.

16       Determination as to (1), (2), or (3) above shall be made by the County. A determination in  
17 such case shall be final, binding, and not subject to the grievance procedure. The Union shall be  
18 notified at least 60 days prior to the contracting out of bargaining unit work. The Department  
19 Director shall make available to Local 17 upon request (1) a description of the services to be so  
20 performed, and (2) the detailed factual basis supporting the reasons for such action.

21       **Section 2.3. Contracting Out Grievability.** The Union may grieve contracting out of work  
22 as described in Section 2 of this Article, if such contract involves work normally performed by  
23 employees covered by this Agreement, and if that contract is the cause of the layoff of employees  
24 covered by this Agreement.

25       **Section 2.4. Health Services Delivery.** Delivery of health services in the most efficient,  
26 effective, and courteous manner is of paramount importance to the Department and, as such,  
27 maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to  
28 achieve this goal, the parties hereby recognize the County's and the Department's right to determine

1 the methods, processes, and means of providing health services, the right to increase or diminish  
2 operations, in whole or in part, the right to increase, diminish or change equipment, including the  
3 introduction of any and all new, improved, or automated methods or equipment, and the assignment  
4 of employees to specific jobs within the bargaining unit.

5 **Section 2.5. Bi-Weekly Pay.** The County may change to a bi-weekly pay system during the  
6 term of this agreement. The County and the Union agree to bargain in good faith the effects of such a  
7 change.

8 **Section 2.6. Public Employment Programs.**

9 A. As part of its public responsibility, the Department may participate in or establish  
10 public employment programs to provide employment and/or training for and/or service to the  
11 Department by various segments of its citizenry. Such programs may result in individuals performing  
12 work for the Department, which is considered bargaining unit work pursuant to RCW 41.56. Such  
13 programs have included and may include youth training and/or employment programs, adult training  
14 and/or employment programs, vocational rehabilitation programs, work-study and student intern  
15 programs, court-ordered community service programs, volunteer programs, and other programs with  
16 similar purposes. Some examples of such programs already in effect include Summer Youth  
17 Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, and  
18 court-ordered Community Service. Individuals working for the Department pursuant to such  
19 programs shall be exempt from all provisions of this Agreement.

20 B. The Department shall have the right to implement new public employment  
21 programs or expand its current programs beyond what exists as of the signature date of this  
22 Agreement. Where such implementation or expansion involves bargaining unit work and results in a  
23 significant departure from existing practice, the Department shall give thirty (30) days advance  
24 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the  
25 Department shall engage in discussions with the Union on concerns raised by the Union.  
26 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public  
27 employment program which involves the performance of bargaining unit work with the Department,  
28 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees

1 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by  
2 this Agreement which recently had been occupied by a regular full-time employee that performed the  
3 specific bargaining unit work, now being or about to be performed by an individual under one of the  
4 Department's public employment programs.

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1 **ARTICLE 3: EMPLOYEE RIGHTS**

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

5 **Section 3.2. Personnel Files.** The employees covered by this Agreement may examine their  
6 personnel files in the Department's Human Resources Office in the presence of the Department of  
7 Public Health Human Resources Manager or a designee. In matters of dispute regarding this section,  
8 no other personnel files will be recognized by the County or the Union except that supportive  
9 documents from other files may be used. Materials to be placed into an employee's personnel file  
10 relating to job performance or personal conduct or any other material that may have an adverse effect  
11 on the employee's employment shall be reasonable and accurate and brought to his or her attention  
12 with copies provided to the employee upon request. Employees who challenge material included in  
13 their personnel files are permitted to insert material relating to the challenge.

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

20 **Section 3.4. Performance Standards.** Performance standards used to measure the  
21 performance of employees shall be reasonable.

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

1 It is the employee's responsibility to correct unsatisfactory job performance or behavioral  
2 problems interfering with the ability to perform the job, and failure to do so will result in disciplinary  
3 action commensurate with the lack of satisfactory performance or degree of infraction. The  
4 Department Director may at his/her discretion hold such disciplinary action in abeyance if the  
5 employee agrees to:

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

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

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

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

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

1 **ARTICLE 4: NONDISCRIMINATION**

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

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

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1 **ARTICLE 5: GRIEVANCE PROCEDURE**

2       **Section 5.1. Settlement of Grievances.** The County recognizes the importance and  
3 desirability of settling grievances promptly and fairly in the interest of continued good employee  
4 relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest  
5 possible level of supervision with the understanding that grievances will be filed at the step at which  
6 there is authority to adjudicate, provided the immediate supervisor is notified.

7       **Section 5.2. Multi-party Grievances.** A contract grievance in the interest of a majority of  
8 the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced  
9 at Step 2 of the grievance procedure and processed within the time limits set forth therein.

10       **Section 5.3. Grievance Processing Release Time.** Grievances processed through Step 3 of  
11 the grievance procedure are to be heard during normal work hours and no employee shall receive  
12 compensation beyond normal working hours while attending grievance meetings unless stipulated  
13 otherwise by the parties.

14       **Section 5.4. Grievance Process.** Employees will be unimpeded and free from restraint,  
15 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

16       Probationary employees shall not have the right to pursue grievances over dismissal but shall  
17 be able to pursue grievances as otherwise provided. Regular employees reverted during a  
18 probationary period shall not have the right to pursue grievances over reversion but shall be able to  
19 pursue grievances as otherwise provided.

20       All classification-related appeals shall be processed pursuant to Article 8, Section 4(C).

21       **Section 5.5. Definition.** Any dispute arising during the term of this Agreement between the  
22 County and the Union or between the County and any employee covered by this Agreement  
23 concerning the interpretation, application, claim of breach or violation of the express terms of this  
24 Agreement shall be deemed a grievance.

25       Working days referred to in the grievance procedure shall be defined as Monday through  
26 Friday excluding observed holidays.

27       Any time limits agreed to in the grievance procedure may be extended for stated periods of  
28 time by the appropriate parties by mutual agreement in writing. Failure by an employee or the Union

1 to comply with any time limitation of the procedure of this Article shall constitute withdrawal of the  
2 grievance.

3 **Section 5.6. Grievance Steps.**

4 **Step 1: Immediate Supervisor.** A grievance shall be presented in writing by the  
5 aggrieved employee and/or Union representative to the employee's immediate supervisor within ten  
6 (10) working days of the alleged contract violation. The grievance notice shall be dated and shall  
7 include the date of the incident, the issue(s), and the due date (ten (10) working days) for the  
8 immediate supervisor's response. After consulting with the Manager, the immediate supervisor shall  
9 attempt to resolve the matter and notify the employee or Union representative in writing within ten  
10 (10) working days of receipt of the grievance.

11 If the employee and/or Union representative has not received a response at Step 1 within the  
12 time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to  
13 the next step within ten (10) working days following receipt of the written Step 1 response from the  
14 immediate supervisor, it shall be presumed resolved.

15 **Step 2: Division Manager.** If the grievance is not resolved at Step 1 or is filed  
16 initially at Step 2, the employee or Union representative shall present the grievance in writing,  
17 specifying the section(s) of the contract allegedly violated and the remedy sought. The grievance  
18 shall then be presented to the Division Manager, or Assistant Division Manager acting in capacity of  
19 the Division Manager for investigation, discussion and written reply. The Division Manager, after  
20 consulting with the Department Director or designee, shall make a written decision and present it to  
21 the aggrieved employee and/or Union representative with a copy mailed to the Union within ten (10)  
22 working days after receipt of the Step 2 grievance.

23 If the employee and/or Union representative has not received a response at Step 2 within the  
24 time frames listed above, the grievance may be elevated to Step 3. If the grievance is not pursued to  
25 the next higher level within ten (10) working days from the Union's receipt of the Division  
26 Manager's written response, it shall be presumed resolved.

27 **Step 3: Human Resources Division Manager.** If the decision of the Division  
28 Manager has not resolved the grievance, the grievance shall be presented to the Manager of King



1 County's Human Resource Division (HRD) or his/her designee. The Manager or his/her designee  
2 shall not have been a participant at the Step 1 or Step 2 meeting.

3 Within ten (10) working days following notification by the Union, the HRD Manager or  
4 his/her designee shall convene a hearing for the purpose of resolving the grievance. Both parties to  
5 the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall be closed  
6 for the purpose of maintaining confidentiality, unless otherwise mutually agreed. The HRD Manager  
7 or his/her designee shall render his or her written decision within five (5) working days of the  
8 hearing.

9 **Step 4: Mediation-Arbitration.** Should the decision of the HRD Manager or his/her  
10 designee not resolve the grievance to the satisfaction of the Union or the Department, either the  
11 Union or the Employer may request mediation-arbitration within thirty (30) calendar days of the  
12 Union's receipt of the Step 3 decision. Grievances relating to oral or written reprimands shall not be  
13 appealed beyond Step 3. The request for mediation-arbitration must specify:

- 14 A. Section(s) of the Agreement allegedly violated;
- 15 B. Nature of the alleged violation;
- 16 C. Remedy sought; and
- 17 D. The avenue of appeal selected (i.e., mediation or arbitration).

18 Upon receipt of an appeal for mediation, the Director of DES or his/her designee shall seek  
19 the assistance of the Public Employment Relations Commission or another mutually agreed upon  
20 mediator, in an attempt to resolve the grievance. The mediator shall have no authority to resolve the  
21 grievance except by agreement of the Union and the County. In the event the grievance is not  
22 resolved, evidence or concessions agreed to or offered by the opposing party during mediation shall  
23 not be admissible at the subsequent hearing, unless such admission is agreed to by both parties.

24 If the grievance is not resolved through mediation, the parties may further appeal the  
25 grievance to arbitration, as set forth below. Such appeal must be filed within ten (10) working days  
26 of receipt of the mediation or mediator's advisory opinion, whichever is later.

27 The Union and the County shall agree on a list of five (5) arbitrators. In the event that the  
28 parties are unable to agree upon this list of arbitrators, then such list shall be requested from the

1 American Arbitration Association. The arbitrator will be selected from the list by the Department  
2 representative and the Union alternately striking a name from the list until only one remains.

3 In connection with any arbitration proceeding held pursuant to the Agreement, it is understood  
4 as follows:

5 1. The arbitrator shall have no power to render a decision that will add to, subtract  
6 from, alter, change, or modify the terms of this Agreement, and all other matters shall be excluded  
7 from arbitration.

8 2. The decision of the arbitrator shall be final, conclusive and binding upon the  
9 County, the Department, the Union, and the employee involved.

10 3. The cost of the arbitrator shall be borne equally by the Department and the Union.  
11 Each party shall bear the cost of presenting its own case including the cost of any witnesses appearing  
12 on that party's behalf. Each party will bear the cost of their own attorney and representative fees  
13 regardless of the outcome of the hearing.

14 4. The arbitrator's decision shall be made in writing and shall be issued to the parties  
15 within thirty (30) calendar days after the case is submitted to the arbitrator.

16 5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the  
17 voluntary labor arbitration regulations of the American Arbitration Association unless stipulated  
18 otherwise in writing by the parties to this Agreement.

19 There shall be no strike, cessation of work or lockout during hearings or arbitrations.

20 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of  
21 the occurrence or nonoccurrence upon which the grievance is based, that date being fourteen (14)  
22 calendar days or less prior to the initial filing of the grievance.

23 **Section 5.7. Personnel Board Appeals.** An employee covered by this Agreement must,  
24 upon initiating objections relating to disciplinary action, use either the contractual grievance  
25 procedure contained herein or disciplinary appeals under the King County Personnel System. The  
26 parties agree that the King County Personnel Board shall have jurisdiction to resolve such disputes.  
27 Under no circumstance may an employee use both the contractual grievance procedure and a  
28 personnel system appeal procedure relative to the same action. If there are dual filings with the

1 grievance procedure and a personnel system appeal procedure, the Department will send notice of  
2 such filings by certified mail to the employee(s) and the Union. The Union will notify the  
3 Department by certified mail within fifteen (15) calendar days from the date of receipt of the notice if  
4 it will use the contractual grievance procedure. If no such notice is received by the Department, the  
5 contractual grievance action shall be deemed to be withdrawn.

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1 **ARTICLE 6: WORK STOPPAGES**

2           The County, Department, and Union agree that the public interest requires the efficient and  
3 uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or  
4 eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall  
5 not cause any work stoppage, strike, slowdown, or other interference with County and/or Department  
6 functions by employees under this Agreement, and should same occur, the Union agrees to take  
7 appropriate steps to end such interference. Employees shall not cause or engage in any work  
8 stoppage, strike, slowdown, or other interference with County and/or Department functions for the  
9 term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing  
10 actions shall be subject to such disciplinary actions as may be determined by the County and/or  
11 Department, including but not limited to, the recovery of any financial losses suffered by the County  
12 and/or Department.

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1 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**  
2 **APPEALS**

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

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

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

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

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

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

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

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

27 **C.** An employee's initial probationary period may be extended up to six (6) additional  
28 months by written mutual agreement between the Department, the employee, and the Union, subject

1 to approval by the DES or designee prior to the expiration of the initial six (6)-month probationary  
2 period.

3 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the  
4 initial probationary period after having been given written notice. The reasons for the dismissal shall  
5 be filed with the DES, Human Resources Division, Labor Relations Manager and a copy sent to the  
6 Union.

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

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

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

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

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

22 D. Employees who fail probation and are returned to their previous classification  
23 during probationary period shall not have the right to appeal the reversion.

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

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

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

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

8           A. If a probationary employee in the County or Public Health is transferred to a  
9 different classification in the Department, the employee shall serve a complete six (6)-month  
10 probationary period in the new classification. If a regular employee in the County or Public Health is  
11 transferred to a different classification in Public Health, the employee shall serve a complete six (6) -  
12 month probation period in the new classification.

13           B. Within the Department, if a regular employee is regularly appointed to a higher  
14 classification while serving in a probationary period, the probationary period for the lower  
15 classification and the new probationary period for the higher classification shall overlap, provided  
16 that the higher and lower classifications are in the same or a closely related field. The employee shall  
17 complete the terms of the original probationary period and be given regular status in the lower  
18 classification.

19           C. Within the Department, if a probationary employee is regularly appointed to a  
20 higher classification while serving in a probationary period, the initial probationary period and the  
21 new probationary period for the higher classification shall overlap, provided the higher and the lower  
22 classifications are in the same or a closely related field. The employee shall complete the term of the  
23 original probationary period and be given regular standing in the lower class. In such cases where the  
24 probationary period is longer than the probationary period for the higher classification, the  
25 probationary period shall continue to run for the full duration of its original term and be applicable to  
26 both the lower and the higher classification.

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

28           **A. Promotion.** The Union and the County agree that career service employees

1 occupying the bargaining unit position of H&EI I will be promoted to H&EI II upon successful  
2 completion of the twelve (12) month probationary period.

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

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

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

15 **Section 7.7. Performance Evaluation.**

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

20 **B. Appeal of Performance Evaluation.** Within 10 working days after the receipt of  
21 the final performance evaluation, the employee may appeal the evaluation in writing, to the Division  
22 Director. The written request should include the date of the evaluation, name of the supervisor who  
23 performed the evaluation, the date the evaluation was received, the specific ratings or comments  
24 which the employee believes are incorrect, the proposed ratings or comments the employee believes  
25 should be made on the evaluation, and facts substantiating the changes requested. The employee  
26 should retain a copy of this appeal and send the original to the Division Director. Upon receipt of the  
27 appeal, the Division Director will have 15 working days to meet with the employee and sustain or  
28 change the performance evaluation and notify, in writing, the employee of the decision. In the case



1 of a change to the evaluation, a copy of the revised evaluation is to be included with the decision. In  
2 the event the issue is not resolved by the Division Director (including a failure to meet the timeline),  
3 the employee may, within 15 working days, meet with the Department Director. The Department  
4 Director will notify, within 5 working days, the employee of the outcome and issue a written decision.  
5 The Department Director's (or designee's) decision to sustain or change the performance evaluation  
6 will be final. In no event shall a failure to timely respond be construed as resulting in implementation  
7 of the change sought by the employee.

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

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

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

2 **Section 8.1.**

3 A. Effective retroactively to January 1, 2008 the base wage rates are set forth in  
4 Addendum A and have been increased by 90% of the increase in the U.S. Cities CPI-W from  
5 September 2006 to September 2007. The salary increase is no less than 2% nor greater than 6%,  
6 rounded to the nearest one-hundredth of a percent.

7 B. Effective January 1, 2009, the base wage rates set forth in Addendum A shall be  
8 increased by 90% of the increase in the U.S. Cities CPI-W from September 2007 to September 2008.  
9 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth  
10 of a percent.

11 C. Effective January 1, 2010, the base wage rates set forth in Addendum A shall be  
12 increased by 90% of the increase in the U.S. Cities CPI-W from September 2008 to September 2009.  
13 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth  
14 of a percent.

15 **Section 8.2.** The County agrees that it shall consult with the Union and allow the Union at  
16 least fourteen (14) calendar days to comment before it makes changes in the class specifications  
17 covering the classifications listed in Addendum A, unless a longer comment period is agreed to in  
18 writing by the Union and the County; provided, however, the County agrees it will not make any  
19 changes in said class specifications that would result in the elimination of jurisdiction of the Union.  
20 The County will notify the Union of its final determination prior to the adoption of any modified  
21 specification.

22 **Section 8.3.** The County and the Union agree that when the duties and responsibilities of a  
23 position within the bargaining unit change dramatically during the term of this Agreement, the effect  
24 of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for  
25 negotiations upon the request of either party. Such negotiations shall commence at the earliest  
26 possible date thereafter.

27 **Section 8.4. Classification Studies.**

28 A. If the duties and responsibilities assigned to a position change to the extent that a

1 reclassification of the position is deemed appropriate by the DES, Human Resources Division  
2 Director, or designee, the career service employee in the position shall be entitled to continue therein  
3 with the classified status that the career service employee had in the position prior to its  
4 reclassification, provided the employee meets the minimum qualifications for the reclassified  
5 position. In instances where the reclassification results in a promotion, a competitive examination  
6 will not be required, unless such reclassification is shown to be an obvious attempt to circumvent  
7 promotional opportunities.

8           B. A position audit request may be initiated by the career service employee,  
9 Department Director, or Human Resources Division Director of DES, or designee. Any resultant  
10 reclassification shall be made effective on the first day of the pay period following the date the  
11 completed position description questionnaire was received by DES, Human Resources Division  
12 Director, or thirty (30) calendar days following the day the employee signed the position description  
13 questionnaire, whichever is less.

14           C. Classification Appeals. All parties to this Agreement agree that all disputes  
15 relating to classifications will first be submitted to the Human Resources Division Director of DES  
16 for a determination. If the Union disagrees with the Human Resources Division Director's findings,  
17 it may, within thirty (30) days, submit the classification issue to a neutral third party for a decision.  
18 The neutral party chosen by the Human Resources Division Director of DES, or designee, and the  
19 Union Representative of Local 17 and the cost of the neutral shall be borne equally by the Department  
20 and the Union. The decision of the classification neutral shall be binding on all parties. All  
21 classification issues (other than jurisdictional) shall be presented to the classification neutral, and will  
22 not be subject to the King County Personnel Board, or binding arbitration. The panel shall meet  
23 within thirty (30) days of the submission of the appeal. If the parties are unable to agree on a neutral  
24 each side shall submit a name and one name shall be drawn by lot.

#### 25           **Section 8.5. Position Classification.**

26           A. Every position in the bargaining unit shall be classified at the direction of the  
27 County and allocated to its appropriate class in accordance with the character, difficulty, and  
28 responsibility of its designated duties. Positions shall be allocated to a given class when:

- 1                   1. The same descriptive title may be used to designate each position in the  
2 class;  
3                   2. The same level of education, experience, knowledge, ability, and other  
4 qualifications may be required of incumbents;  
5                   3. Similar tests may be used to select incumbents;  
6                   4. One schedule of compensation will apply with equity under substantially the  
7 same employment conditions.

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

10                  C. Compensation or salary shall not be the sole factor in determining the classification  
11 of any position or the standing of any incumbent.

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

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

26                  F. A career service employee may be assigned to a position which carries additional  
27 salary and limited additional duties or responsibilities and is within the scope of the specification for  
28 the class from which assignment is made, as determined by the DES, Human Resources Division

1 Director, or designee. If the duties of a position are beyond the scope of the specification for the base  
2 class, as determined by the DES, Human Resources Division Director, or designee, such position  
3 must be separately classified and eligibility established by examination. A career service employee  
4 assigned from the base classification to a higher classification within the base classification shall  
5 begin a six-month probation period in the classification and, upon completion of the probation period,  
6 shall have regular standing at the level to which assigned.

7 **Section 8.6. Status upon Reclassification.**

8 A. Whenever the title of a class is changed without a change in duties or  
9 responsibilities, the incumbent shall have the same status in the retitled class as she/he held in the  
10 former class.

11 B. When a position is reclassified to a class of a higher level, the DES, Human  
12 Resources Division Director, or designee, may grant the incumbent of the position the same status in  
13 the new class as he had in the former class, if he/she finds:

14 1. That the reason for the reclassification of the position is the gradual  
15 accretion of new duties and responsibilities over a period of six (6) months or more immediately  
16 preceding the effective date of said reclassification; and

17 2. That such accretion of duties has taken place during the incumbency of the  
18 individual in said position. The Human Resources Division Director of DES, or designee, before  
19 recognizing the status of an incumbent under the above circumstances, may require such evidence of  
20 the incumbent's qualifications and fitness, and may conduct hearings, investigations, and/or  
21 qualifying examinations, as he/she deems warranted.

22 C. Whenever a position is reclassified from one class to a higher class and the  
23 conditions in Section 6 (B) above are not met, the incumbent shall not continue in the position, except  
24 temporarily, unless he/she gains eligibility for the new class by examination and receives an  
25 appointment thereto in accordance with this Agreement.

26 D. In the event a position which is a recognized assignment is changed to a separate  
27 examined class, the incumbent who has regular standing in the class from which assignment was  
28 made shall be recognized in the new class with the same standing the employee had in the base class

1 from which formerly assigned.

2 E. Whenever a position is reclassified from one class to a lower class, the regular  
3 incumbent may, with the concurrence of the Public Health Director and the DES, Human Resources  
4 Division Director, or designee, elect to take a voluntary reduction to the lower class; or at his option  
5 and with the concurrence of the Public Health Director and the DES, Human Resources Division  
6 Director, or designee, he/she may remain in the reclassified position for a temporary period as limited  
7 by the DES, Human Resources Division Director, or designee, only until he/she can be transferred to  
8 another position in the class in which he/she has regular standing.

9 **Section 8.7. Step Placement.**

10 A. Every full-time regular, part-time regular and term-limited temporary employee  
11 upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the  
12 position. When this results in an inequity, or when it becomes necessary because of difficulties in  
13 recruitment, payment other than the first step may be authorized by the Department Director. The  
14 Union shall be notified whenever, a full-time regular, part-time regular and term-limited temporary  
15 employee covered by the Agreement is paid at "other than the prescribed step" as described above.

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

21 This provision shall not apply to "provisional" work outside of classification, or temporary  
22 employees; provided, however, for a "short-term" temporary employee who has worked in excess of  
23 520 straight time hours within the previous twelve (12) month period, and who is appointed to a  
24 regular position without a break in service, work performed within the previous twelve (12) month  
25 period shall be counted for purpose of salary step placement. An employee who has been reclassified  
26 will be given credit for pay step purposes for the continuous time worked immediately preceding the  
27 reclassification for which he/she was properly paid "work outside of classification pay" per Article 9  
28 of the Agreement.

1 C. For full-time regular, part-time regular and term-limited temporary employees  
2 assigned salary steps other than the beginning step of the salary range, subsequent salary increases  
3 within the salary range shall be granted after twelve (12) months of "actual service" from the  
4 appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary  
5 range established for the class.

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

14 E. Any increase in salary based on service shall become effective upon the first day  
15 immediately following completion of the applicable period of service.

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

20 G. **Changes in Incumbent Status Transfers.** An employee transferred to another  
21 position in the same class or having an identical salary range shall continue to be compensated at the  
22 same rate of pay until the combined service requirement is fulfilled for a step increase, and shall  
23 thereafter receive step increases as provided in Section 7 (B).

24 H. **Promotions.** A career service employee appointed to a position in a class having a  
25 higher maximum salary shall be placed either in the first step of the new salary range or at the step  
26 which is the equivalent of two (2) steps (approximately five (5) percent) more than the employee's  
27 former salary step, whichever is greater, but not to exceed the top step of the new range. This shall  
28 apply only to appointments of employees from full-time regular and part-time regular positions and

1 shall not apply to appointments from positions designated as "provisional" or to temporary  
2 assignments providing pay over regular salary while so assigned.

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

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

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

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

21 K. When a position is reclassified to a new or different class having a different salary  
22 range, the employee occupying the position immediately prior to and at the time of reclassification  
23 shall receive the salary rate which shall be determined in the same manner as for a promotion;  
24 provided that, if the employee's salary prior to reclassification is higher than the maximum salary of  
25 the range for such new or different class, he shall continue to receive such higher salary as an  
26 "incumbent" for so long as he remains in such position or until the regular salary for the classification  
27 exceeds the "incumbent" rate of pay.

28 **Section 8.8. Shift Differentials:**



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

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

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

#### 10           **Section 8.9. Bilingual Premium Pay**

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

16           Employees who receive the pay shall be required to take a language interpreter certification  
17 provided by Washington State. Employees who at the time this Agreement is implemented that do  
18 not possess the language interpreter certification shall have one year to acquire the certification.  
19 During the one year period employees shall be compensated the premium rate of pay. The  
20 Department shall pay for the exam fee and paid release time to take the exam.

21           **Section 8.10. Bilingual Positions.** In the interest of creating a more client-centric  
22 environment, Local 17 and the County agree to recognize certain key positions, in the Medical  
23 Assistant, Nutrition Assistant and Administrative Specialist 2 (AS II) classifications, at Public Health  
24 Centers as dedicated bilingual positions.

25           These positions will be hired with a requirement of not only proficiency in the classification  
26 but a bilingual ability. It is the intent of the County to fill only vacancies with these positions – there  
27 will be no forced transfers or layoffs to create open bilingual positions. The positions are limited to  
28 the Community Health Services Division and the Tuberculosis (TB) and Sexually Transmitted

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

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

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

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

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

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

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

17           **Section 8.11. Student Preceptor Assignment.** A Preceptor is a Social Worker, Pharmacist,  
18 Nutritionist, or Medical Technologist with at least one year of continuous relevant experience who is  
19 assigned in writing the specific responsibility for planning, organizing, teaching, and evaluating the  
20 new skill development of a student intern employed by the Department who is participating in a  
21 specific Preceptor Program. Inherent in the Preceptor role is the responsibility for specific, criteria-  
22 based, and goal directed education for a defined time period. Employee's assigned as preceptors shall  
23 receive \$1.00 dollar per hour more than their normal hourly rate.

1 **ARTICLE 9: SPECIAL DUTY**

2 **Section 9.1.**

3 A. Pursuant to KCC 3.15.140, as amended, full-time regular or part-time regular  
4 employees may be assigned to temporarily work in an existing higher-level classification (Special  
5 Duty). Whenever a full-time regular or part-time regular employee is assigned by the Department  
6 Director or designee to perform the duties of a higher paid classification he/she shall be paid either in  
7 the first step of the new salary range or at the step which is the equivalent of two (2) steps  
8 (approximately five (5) percent).

9 **Section 9.2. Work in a Lower Classification.** Full-time or part-time employees covered by  
10 this Agreement may be temporarily assigned to perform the duties of a lower classification without a  
11 reduction in pay.

12 **Section 9.3. Leave Benefits for Employees Working Outside of Classification.** If a full-  
13 time regular or part-time regular employee is assigned by the Department Director or designee,  
14 pursuant to this Article, to perform the duties of a higher classification on a continuous basis in  
15 excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be  
16 compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

17 **Section 9.4. Lead Worker.**

18 A. **Lead Worker Duties.** Full-time or part-time employees may receive Lead Worker  
19 pay for the duration of the assignment or until properly assigned to Special Duty pursuant to Section 1  
20 above only for work performed where a higher-level classification does not exist.

21 **Section 9.5. Rotation of Work Outside of Classification.** The purpose of special duty  
22 assignments is to provide necessary backfill of vacant positions or perform necessary short-term work  
23 projects. However, the County and the Union recognize that special duty assignments can have a  
24 potential career development benefit to employees by enhancing experience for those wishing to  
25 advance in their career path. Therefore, when possible, special duty assignments will be made to a  
26 full-time regular or part-time regular employee on a rotation basis among qualified employees in the  
27 Department. A normal rotation shall be no longer than six (6) months. An employee shall not serve  
28 more than two (2) rotations unless there are no other qualified employees, there are no volunteers or

1 in the judgment of the Department, it would be in the best interest of the County for the assignment  
2 not to be rotated. The justification not to rotate after the first rotation will be provided to the  
3 employee and the union prior to the second rotation.

4 Assignments made under this section that extend beyond thirty (30) calendar days shall be  
5 advertised on the Public Health website for a minimum of five (5) consecutive working days. Special  
6 Duty shall be assigned on a voluntary basis upon the part of the employee. The parties agree to limit  
7 grievances arising under this section to the first three steps of the grievance procedure.

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1 **ARTICLE 10: ANNUAL VACATION**

2 **Section 10.1. Regular Pay Status Definition.** "Regular pay status" is defined as regular  
3 straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory  
4 time, and sick leave.

5 **Section 10.2. Effective upon implementation of this Agreement,** annual vacations with pay  
6 shall be granted to eligible Public Health employees computed at the rate shown in the table below  
7 based on the employee's adjusted service date. Vacation accrual for an employee who works other  
8 than the full time schedule standard to his or her work unit shall be prorated to reflect his or her  
9 normally scheduled work week.

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| EQUIVALENT ANNUAL VACATION<br>FOR FULL-TIME EMPLOYEE |                             |
|--|-----------------------------|
| Years of Service                                     | Working<br>Days Per<br>Year |
| 0 through end of Year 5                              | 12                          |
| Beginning of Year 6                                  | 15                          |
| Beginning of Year 9                                  | 16                          |
| Beginning of Year 11                                 | 20                          |
| Beginning of Year 17                                 | 21                          |
| Beginning of Year 18                                 | 22                          |
| Beginning of Year 19                                 | 23                          |
| Beginning of Year 20                                 | 24                          |
| Beginning of Year 21                                 | 25                          |
| Beginning of Year 22                                 | 26                          |
| Beginning of Year 23                                 | 27                          |
| Beginning of Year 24                                 | 28                          |
| Beginning of Year 25                                 | 29                          |
| Beginning of Year 26 and beyond                      | 30                          |

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27 **Section 10.3. Maximum Accrual.** Full-time regular, part-time regular and term-limited  
28 temporary employees may accrue up to a maximum of 480 hours of vacation. Such employees shall

1 use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure  
2 to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation  
3 leave beyond the maximum amount unless the appointing authority has approved a carryover of such  
4 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the  
5 best interests of the County.

6 **Section 10.4. Use of Vacation.** Full-time regular, part-time regular and term-limited  
7 temporary employees may use accumulated vacation with pay after completing their first six (6)  
8 calendar months of benefited King County employment.

9 **Section 10.5. Cancellation of Vacation.** In the event that the Department cancels an  
10 employee's already scheduled and approved vacation, leaving no time to reschedule such vacation  
11 before the employee's maximum balance will be reached, the employee's vacation balance will be  
12 permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a  
13 period of up to three (3) months if such exception is approved by both the Department Director and  
14 the Human Resources Division Director of DES in order to allow rescheduling of the employee's  
15 vacation. In such cases, the Department Director shall provide the Human Resources Division  
16 Director with the circumstances and reasons leading to the need for such an extension. No extension  
17 of this grace period will be allowed.

18 **Section 10.6. Minimum Vacation Allowance.** The minimum vacation allowance to be  
19 taken by an hourly employee shall be one-half (1/2) hour.

20 **Section 10.7. Vacation Cash-out.** Full-time regular, part-time regular and term-limited  
21 temporary employees who leave the County's service for any reason after more than six (6) months  
22 service shall be paid in a lump sum for any unused vacation he/she has previously accrued, not to  
23 exceed the maximum provided in Section 3.

24 **Section 10.8. Vacation Cash-out upon Death of Employee.** Upon the death of a leave  
25 eligible employee, pay shall be allowed for any vacation earned, not to exceed the maximum provided  
26 in Section 3.

27 **Section 10.9. Use of Vacation for Medical Reasons.** Where a leave eligible employee has  
28 exhausted his/her sick leave balance, Management may require the use of vacation time or leave

1 without pay. In the case where vacation time use is mandated a written explanation of that decision  
2 will be provided to the employee.

3       **Section 10.10. Vacation Usage Prior to Leave of Absence.** In all other instances employees  
4 must use all accrued vacation prior to beginning a leave of absence unless an exception is approved  
5 by the DES, except that employees who are called to active military service or who respond to  
6 requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their  
7 option, use accrued vacation in lieu of taking a leave of absence without pay.

8       **Section 10.11. Vacation Scheduling.** The Department Director shall arrange vacation time  
9 for employees on such schedules as will least interfere with the functions of the Department but  
10 which accommodate the desires of the employee to the greatest degree feasible.

1 **ARTICLE 11: HOLIDAYS**

2 **Section 11.1. Holidays Observed.** The following day or days in lieu thereof shall be  
3 recognized as holidays without salary deduction:

|                                     |                             |
|-------------------------------------|-----------------------------|
| 4 New Year's Day                    | January 1                   |
| 5 Martin Luther King Jr.'s 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           | Day immediately following   |
| 13 Christmas Day                    | December 25                 |
| 14 Two (2) Personal Holidays        |                             |

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17 Whenever any holiday specified above falls upon a Sunday, the following Monday shall be  
18 considered a holiday. Whenever any holiday specified above falls upon a Saturday, the preceding  
19 Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or  
20 Sunday, shall be recognized and paid pursuant to Section 4 on those actual days (Saturday or Sunday)  
21 for employees who are regularly scheduled to work those days. Payment pursuant to Section 4 shall  
22 be made only once per affected employee for any one holiday.

23 **Section 11.2. Personal Holidays.**

24 A. Full-time regular, part-time regular and term-limited temporary employees shall be  
25 granted two personal holidays to be administered through the vacation plan. One day shall be granted  
26 on the first of October and one day shall be granted on the first of November.

27 B. Personal holidays shall be administered through the vacation plan and shall be used  
28 in the same manner as any vacation day earned.



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

2       Holidays paid for but not worked shall be recognized as time worked for the purpose of determining  
3       weekly overtime.

4           **Section 11.4. Work on a Holiday.** Full-time regular, part-time regular and term-limited  
5       temporary employees who work on a holiday shall be paid for the holiday at their regular straight-  
6       time hourly rate of pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times  
7       their regular straight-time hourly rate of pay for hours worked.

8           **Section 11.5. Holiday Pay Qualifications.** To qualify for holiday pay, full-time regular,  
9       part-time regular and term-limited temporary employees covered by this Agreement must have been  
10      on the payroll prior to the holiday and on pay status the normal workday before and the normal  
11      workday after the holiday; provided, that employees returning from unpaid leave starting work the  
12      day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

13          **Section 11.6. Pro-ration of Paid Holiday for Part-time Employees.** A regular part-time  
14      employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon  
15      straight time hours compensated during the pay period immediately prior to the pay period in which  
16      the holiday falls.

17          **Section 11.7. Holiday Pay for Employees on Alternative Work Schedules.** Employees  
18      scheduled to work an alternative work schedule such as four ten-hour days, shall be granted no more  
19      than ninety-six (96) holiday hours (includes Personal Holidays) per year, eighty-four (84) hours for  
20      employees on a thirty-five (35) hour work week. Employees working alternative work schedules  
21      whose departments close on a designated holiday shall be allowed to cover the hours beyond the  
22      normal holiday allowance by using accrued but unused time off (vacation or compensatory time) or  
23      take leave without pay, or by mutual agreement with the supervisor, the employee shall be allowed to  
24      work to make up the hours during that same work week. In no event will the rescheduling of hours in  
25      this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday  
26      falls on an employee's regularly scheduled day off, the employee will have the option of receiving the  
27      holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day off  
28      within thirty (30) days of the actual holiday.

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

3 **Section 12.1. Sick Leave Accumulation.**

4 Full-time regular, part-time regular and term-limited temporary employees covered by this  
5 Agreement shall accumulate sick leave credit at the rate of .04616 hours for each hour on regular pay  
6 status as shown on the payroll, but not more than forty (40) hours per week. New employees shall not  
7 be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate  
8 sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide  
9 cases of:

- 10 A. Illness or injury, which prevents the employee from performing his/her regular  
11 duties.  
12 B. Disability of the employee due to pregnancy and/or childbirth.  
13 C. Employee medical or dental appointments.  
14 D. Sick leave credit may also be used for care of family members in accordance with  
15 the Family Care Act, RCW 49.12.270, or the provisions contained in Article 14.

16 E. School Volunteering (see Section 6)

17 Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit  
18 may be accumulated. Upon retirement, thirty-five percent (35%) of a full-time regular, part-time  
19 regular and term-limited temporary employee's unused sick leave credit accumulation can be applied  
20 to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his  
21 retirement.

22 **Section 12.2. Compensation for Sick Leave Absence.** Compensation for the first four (4)  
23 days of absence shall be paid upon approval of the Public Health Director or designee. In order to  
24 receive compensation for such absence, employees shall make themselves available for such  
25 reasonable investigation, medical or otherwise, as the Public Health Director or designee shall see fit  
26 to have made. Compensation for such absences beyond four (4) continuous days shall be paid only  
27 after approval of the DES, Human Resources Division Director, or designee of a request from the  
28 employee supported by a report of the appropriate health care practitioner.

1           **Section 12.3. Conditions Not Covered.** Employees shall not be eligible for sick leave:

2           A. when suspended or on leave without pay and when laid off or on other unpaid  
3 status; or

4           B. when off work on a holiday.

5           **Section 12.4. Prerequisites for Payment.**

6           **A. Prompt Notification.** The employee shall promptly notify his/her immediate  
7 supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter,  
8 unless advised otherwise by the immediate supervisor. If an employee is on a special work schedule,  
9 particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her  
10 immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

11           **B. While on Paid Vacation or Compensatory Time Off.** If an employee is injured  
12 or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that  
13 time, he/she shall notify the Department on the first day of disability, either by telephone or telegraph,  
14 or by letter postmarked the first day of disability. However, if it is physically impossible to give the  
15 required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by  
16 an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of  
17 illness or disability, while on vacation or compensatory time off, must be presented regardless of the  
18 number of days involved.

19           **C. Claims to be in Hours.** Sick leave shall be claimed in hours to the nearest one-  
20 tenth of an hour for hourly employees, a fraction of less than one-tenth of an hour being disregarded.

21           **D. Limitations of Claims.** All sick leave claims shall be limited to the actual amount  
22 of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by  
23 an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the  
24 pay period immediately preceding his/her illness or disability. It is the responsibility of the  
25 Department to verify sick leave accounts and credit appropriately.

26           **Section 12.5. Wellness Incentive.** Full-time regular, part-time regular and term-limited  
27 temporary employees who have been employed for a full calendar year within the bargaining unit who  
28 during a calendar year use less than thirty-three (33) hours of sick leave (donated sick leave is not

1 counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave to  
2 be used as personal vacation days in the next calendar year. This benefit shall be prorated for part-  
3 time employees.

4 **Section 12.6. Leave For School Volunteer Service.** King County and the Department shall  
5 allow the use of up to three (3) days of sick leave a year to each employee covered by this agreement  
6 for the performance of volunteer services at a school. Employees requesting to use sick leave for this  
7 purpose shall submit such request in writing specifying the name of the school and the nature of the  
8 volunteer services to be performed.

9 **Section 12.7. Industrial Injury.**

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

16 **B. Salary on Worker's Compensation/Assignment to Rehabilitative Training.** If  
17 an employee is injured on the job and requires immediate medical treatment, the employee will be  
18 compensated in full for the rest of the workday without being required to use sick leave or vacation  
19 leave. The employee can use accrued sick leave if the injury requires the employee to miss any  
20 scheduled workdays in the first three calendar days after the injury. If the employee's disability  
21 period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as  
22 determined by the Safety and Claims Management Division. Sick leave pay will be used to  
23 supplement industrial insurance benefits in an amount that is necessary to maintain the employee's  
24 regular net pay. Any earned vacation leave may be used in a like manner after sick leave is  
25 exhausted. An employee who is assigned to rehabilitative training will be compensated as  
26 determined by the Safety and Workers' Compensation Administrator.

27 **Section 12.8. Bereavement/Funeral Leave.**

28 All employees except for short-term temporary employees and administrative interns shall be

1 entitled to three working days of bereavement leave per occurrence due to the death of members of  
2 their immediate family. Regular part-time employees shall be entitled to bereavement leave in the  
3 same proportion as the number of hours worked is to the number of hours scheduled for a full time  
4 position. For purposes of this section, "immediate family" means spouse, child, parent, son-in-law,  
5 daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling,  
6 grandparent or grandchild of the spouse or domestic partner.

7           **A. Use Of Sick Leave For Bereavement Purposes.** Full time regular, part-time  
8 regular and term-limited temporary employees who have exhausted their bereavement leave shall be  
9 entitled to use sick leave in the amount of three days for each instance when death exists to a member  
10 of the employee's immediate family. One day of sick leave per year may be used for the attendance  
11 of a funeral of other than a member of the employee's immediate family. In cases of family death  
12 where no sick leave benefit is authorized or exists, an employee may be granted leave without pay.

13           **B. Holidays and Regular Days Off.** In the application of any of the foregoing  
14 provisions, holidays or regular days off falling within the prescribed period of absence shall not be  
15 charged.

16           **Section 12.9. Leaves of Absence.**

17           This section applies to non-protected leave as opposed to family and medical leave that does  
18 not require director approval.

19           **A.** An unconditional leave of absence without pay for a period not exceeding sixty  
20 (60) consecutive days may be granted by the Public Health Director.

21           **B.** A request for a leave of absence longer than sixty (60) days bearing the favorable  
22 recommendation of the Public Health Director may be granted by the DES.

23           **C.** No employee shall be given leave to take a position outside the County's service  
24 for more than sixty (60) days in any calendar year, except where it appears in the best interests of the  
25 County.

26           **D.** Leaves of absence of more than sixty (60) days may be conditional or  
27 unconditional with any conditions set forth in writing at the time the leave is approved.

28           **E.** All requests for leaves of absence are to be requested in writing as far in advance

1 as possible, stating all pertinent details and the amount of time requested.

2 F. At the expiration of the authorized unconditional leave of absence, a member of the  
3 bargaining unit shall resume his/her same class of work; however, standing and service credit shall be  
4 frozen at the commencement of the leave of absence and shall not continue to accrue until the  
5 employee returns from said leave.

6 G. An employee elected or appointed to office in the Union which requires a part or  
7 all of their time may upon application be given a leave of absence without pay for up to one (1) year.

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

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

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

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

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

18       **Section 13.3. Donation of Vacation and Sick Leave.** Employees may donate leave to other  
19 County employees in accordance with King County Ordinance.

20           **A. Vacation leave hours.**

21           1. Any full-time regular employee or part-time regular employee, who is  
22 employed at least half-time and receives vacation and sick leave may donate a portion of his or her  
23 accrued vacation leave to a full-time regular employee or part-time regular employee who is  
24 employed at least half-time and receives vacation and sick leave. Such donation will occur upon  
25 written request to and approval of the donating and receiving employees' department director(s),  
26 except that requests for vacation donation made for the purposes of supplementing the sick leave  
27 benefits of the receiving employee shall not be denied unless approval would result in a departmental  
28 hardship for the receiving department.

1                   2. The number of hours donated shall not exceed the donor's accrued vacation  
2 credits as of the date of the request. No donation of vacation hours shall be permitted where it would  
3 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

4                   3. Donated vacation leave hours shall normally be used within ninety (90)  
5 calendar days following the date of donation. Donated hours not used due to the death of the  
6 receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded from  
7 vacation leave payoff provisions contained in this Agreement. For purposes of this section, the first  
8 hours used by an employee shall be accrued vacation leave hours.

9                   **B. Sick leave hours.**

10                   1. Any full-time regular employee or part-time regular employee who is  
11 employed at least half-time and receives vacation and sick leave may donate a portion of his or her  
12 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at  
13 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving  
14 employees' department director(s).

15                   2. No donation shall be permitted unless the donating employee's sick leave  
16 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No  
17 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar  
18 year.

19                   3. Donated sick leave hours must be used within ninety (90) calendar days.  
20 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall  
21 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions  
22 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For  
23 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

24                   C. All donations of vacation and sick leave made under this agreement are strictly  
25 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other  
26 compensation or benefits in exchange for donating vacation or sick leave hours.

27                   D. All vacation and sick leave hours donated shall be converted to a dollar value  
28 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be



1 divided by the receiving employee's hourly rate to determine the actual number of hours received.  
2 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time  
3 hourly rate at the time of reversion.  
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1 **ARTICLE 14: FAMILY AND MEDICAL LEAVE**

2       **Section 14.1.** Family and Medical Leave shall be granted in accordance with King County  
3 Code 3.12.220, Federal and State law.

4       **Section 14.2.** Family leave may be taken on a reduced schedule if:

5           A. The total allowable eighteen (18)-week period does not exceed thirty-six (36)  
6 consecutive work weeks, and

7           B. The leave is scheduled so as to not unduly disrupt the Department's operations.

8       **Section 14.3.** An employee may substitute accrued vacation leave or sick leave for the  
9 corresponding portion of unpaid family leave.

10       **Section 14.4.** An employee planning to take family leave to care for a birth or adoptive child  
11 must provide prior written notice to his/her division manager of the expected birth or adoption in a  
12 time which is reasonable and practical.

13       **Section 14.5.** If foreseeable, an employee planning to take family leave to care for a family  
14 member with a serious health problem must make a reasonable effort to schedule the leave so as not  
15 to unduly disrupt the employing unit's operations, and provide prior written notice of the expected  
16 leave in a time which is reasonable and practical.

17       **Section 14.6.** An employee who exercises any right to family leave is entitled, upon return  
18 from leave or during any period of reduced leave schedule, subject to bona fide layoff provisions, to:

19           A. The same position he/she held when the leave commenced; or

20           B. A position with equivalent status, benefits, pay and other terms and conditions of  
21 employment; and

22           C. The same seniority accrued before the date on which family leave commenced.

23       **Section 14.7.** King County will maintain its contribution for health benefits for the employee  
24 during the period of family leave.

25       **Section 14.8.** Failure of the employee to return to work from family leave on the specified  
26 date shall normally constitute a quit.

27       **Section 14.9. Limited duty assignment policy due to pregnancy.**

28           A. It is the policy of King County to recognize that pregnancy is a normal event in a

1 woman's life and that provisions shall be made to provide all female employees the opportunity to  
2 continue to participate in the work force during and up to three months after a pregnancy.

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

13                   1. Temporary assignment to limited duties within the employee's  
14 classification;

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

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

22           **C.** The budget office shall determine and facilitate any necessary interfund transfers  
23 when an employee is temporarily reassigned to another department.

24           **D. Limitations.**

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

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

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

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

1 **ARTICLE 15: UNION REPRESENTATIVES**

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

8       **Section 15.2. Shop Stewards.** The Executive Director and/or representatives shall have the  
9 right to appoint a steward at any location where members are employed under the terms of this  
10 Agreement. The Department shall be furnished with the names of stewards so appointed.  
11 Immediately after appointment of its shop steward(s), the Union shall furnish the County and Public  
12 Health Human Resources with a list of those employees who have been designated as shop stewards.  
13 Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are  
14 observed, and he/she shall be allowed reasonable time to perform these duties during regular working  
15 hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the  
16 grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop  
17 stewards countermand orders of or directions from the Department officials or change working  
18 conditions.

19       **Section 15.3. Excessive Steward Activities.** Any charges by management which indicate  
20 that a shop steward or Union representative is spending an unreasonable amount of time in handling  
21 grievances or disputes or performing other duties for the Union shall be referred to the DES, Human  
22 Resources Division Director, or a designee for discussions with the Executive Director or designee.  
23 The County shall have the right to require the Union to refrain from excessive activities or, if after  
24 discussion with the Executive Director or designee, the shop steward or Union representative  
25 continues to spend an unreasonable amount of time handling grievances and disputes, management  
26 may require written authorization from the steward's supervisor for these activities.

27       **Section 15.4. Meeting Rooms.** Where allowable and after prior arrangements have been  
28 made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose

1 of conducting Union business, where such activities would not interfere with the normal work of the  
2 Department.

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

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

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1 **ARTICLE 16: SAFETY STANDARDS**

2       **Section 16.1. Safety Standards.** All work shall be done in a competent and safe manner and  
3 in accordance with the state of Washington Safety Codes. Where higher standards are specified by  
4 the County than called for as minimum by state codes, the County's standards shall prevail.

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

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

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

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

2 **Section 17.1. Work Week.**

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

5 B. Those employees on an established thirty-five (35) hour workweek retain a thirty-  
6 five (35) hour workweek unless mutually agreed between the employee and supervisor. Overtime  
7 exempt employees on an established thirty-five (35) hour workweek will retain a thirty-five (35) hour  
8 workweek unless mutually agreed between employee and supervisor. When management deems it  
9 necessary, work schedules may be established other than the normal Monday through Friday  
10 schedule.

11 **Section 17.2. Alternative Work Arrangements.**

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

- 17 • Four 10-hour work days  
18 • A 9/8-off alternating work week schedule. (The record keeping time-sheet for this  
19 schedule must be one which meets the FLSA standards dividing between two work weeks mid shift  
20 on the fifth day of work which is either 8 hour or a day off.)

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

- 22 • Overtime shall be paid for any hours worked in excess of forty (40) hours per week;  
23 • Holidays shall be granted in accordance with Article 11 of this Agreement;  
24 • Employee participation shall be on a voluntary basis.

25 **B. Appeal of Denial or Termination of Alternative Work Arrangement.** Review  
26 and appeal of the denial or termination of an alternative work arrangement shall be as set forth in this  
27 section. Any employee whose alternative work arrangement is terminated or denied may request a  
28 written explanation for the decision, provided that request is made within 10 business days of notice



1 of the denial or termination. When an employee has requested a written explanation, the decision  
2 maker shall provide an explanation to the employer and the Union in writing within 10 business days  
3 of receiving the request. Upon receiving the written explanation, the employee shall have 10 business  
4 days to appeal in writing to the Division Manager (or higher, if the Division Manager made the initial  
5 written explanation). The Division Manager shall, within 10 business days of receipt of the written  
6 appeal, provide a written response. The ultimate decision of whether to grant or deny the appeal will  
7 remain with the Division Manager (or higher, if the Division Manager made the initial written  
8 explanation) and shall not be subject to the grievance process of this Agreement.

9 **Section 17.3. Notice prior to an Involuntary Change in Schedule.** Thirty (30) days  
10 advance notice shall be afforded employees when involuntary permanent changes to a regular  
11 schedule are required by the Department. The Department agrees to avoid frequent schedule changes.

12 **Section 17.4. Temporary Schedule Changes.** Management may require an employee to  
13 change their weekly schedule to include weekend work on a temporary basis with the following  
14 limitations:

15 A. Affected employee will be provided with a ten (10) working day notice of schedule  
16 change.

17 B. Management may only make a maximum of four (4) schedule changes per year.

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

20 **Section 17.5. Overtime.**

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

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

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

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

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

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

19           Those employees on a thirty-five (35) hour workweek will receive straight-time pay between  
20 thirty-five (35) and forty (40) hours worked and overtime at one and one-half (1-1/2) times regular  
21 straight-time hourly rate for hours worked beyond forty (40) hours in a week.

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

28           **Section 17.9. Rest Period.** Employees covered by this Agreement shall be provided fifteen

1 (15)-minute rest periods consistent with County policy.

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

4 **Section 17.11. Meal Reimbursement.**

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

13 B. The Department of Public Health shall not reimburse for the cost of alcoholic  
14 beverages.

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

17 D. When an employee is called out in an emergency to work two (2) hours or longer  
18 of unscheduled overtime immediately prior to his/her normal work shift, said employee shall be  
19 eligible for meal reimbursement pursuant to this Section. Any time spent in excess of (30) thirty  
20 minutes consuming a meal where the employee is completely relieved of duties shall be without  
21 compensation.

22 **Section 17.12. Standby Duty.** Whenever an employee covered by this Agreement is placed  
23 on standby duty by the Department of Public Health, the employee shall be available to respond to  
24 emergency calls and, when necessary, return immediately to work. Employees who are placed on  
25 standby duty by the Department of Public Health shall be paid at the rate of ten (10) percent of the  
26 employees' straight time hourly rate of pay for all hours assigned. When an employee is required to  
27 return to work while on standby duty, the standby pay shall be discontinued for the actual hours on  
28 work duty and compensation shall be provided in accordance with this Article.

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**Section 17.13. Emergency Call Back.** An overtime eligible employee covered by this Agreement who is called back to work after completion of his/her regular shift or workweek shall be granted a minimum of two (2) hours' pay at the rate of one and one half (1-1/2) times the employees regular hourly rate of pay or, upon mutual consent, the applicable compensatory equivalent.

**Section 17.14. FLSA Exempt Employees Provision.** Exempt employees include all Accountants, Pharmacist Supervisors, Business and Finance Officer II, Involuntary Commitment Supervisors working in the Department of Community and Human Services and certain other persons classified in Emergency Medical Services. These employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2). These positions will enjoy all relevant rights under the contract except for overtime and shift premiums.

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

2 **PRIORITY**

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

5 **A. Classification seniority** is defined as total regular straight-time hours worked in  
6 current classification plus paid time off such as vacation time, holiday time off, compensatory time,  
7 and sick leave for current bargaining unit positions prior to December 15, 2004. Career Service  
8 employees hired after December 15, 2004 into bargaining unit positions or bargaining unit employees  
9 who have terminated and returned after December 15, 2004, shall have their classification seniority  
10 calculated on the basis of career service hours worked without a break in service calculated  
11 prospectively from their date of hire into their current bargaining unit position. Classification  
12 seniority is based on hours in paid status for all employees, full-time regular or part-time regular  
13 alike. A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid  
14 and unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue  
15 after an unpaid leave exceeds thirty (30) consecutive days. Employees who transfer or promote to a  
16 different bargaining unit job classification without a break shall retain accrued seniority in the  
17 previous classification, and begin to accrue seniority in the new classification from the date of the  
18 trial service or probationary appointment. Employees who leave Health Department employment as a  
19 result of layoff may retain accrued seniority when they return to Health Department employment  
20 within two years of layoff.<sup>1</sup>

21 **B. Bargaining Unit Seniority** - Notwithstanding footnote number 1 below,  
22 bargaining unit seniority shall be defined as total career service hours worked for current bargaining  
23 unit employees prior to December 15, 2004. Career Service employees hired after December 15,  
24

25 <sup>1</sup> **Classification/Compensation Project and Logan/Knox Settlement subsequent classification changes to bargaining**  
26 **unit positions and its affect on seniority.** Classification seniority for the old classification shall carry through and  
27 apply to the new classification. For the purpose of bumping rights, old classifications previously held will be translated  
28 into the new system on a case-by-case basis using a standard based on body of work performed. Former temporary  
employees hired into career service positions through the Logan/Knox settlement shall receive bargaining unit seniority  
credit for all hours worked in the bargaining unit position.

1 2004, into bargaining unit positions or bargaining unit employees who have terminated and return  
2 after December 15, 2004, shall have their bargaining unit seniority calculated on the basis of career  
3 service hours worked without a break in service calculated prospectively from their date of hire into  
4 the bargaining unit.

5 **C. Change in FTE** is any County initiated elimination, involuntary reduction or  
6 involuntary increase in the work hours for a position that for seniority reasons does not constitute a  
7 layoff for the employee. Prior to the Department implementing a change in FTE, the employee  
8 subject to change in FTE shall be provided with the "Change in FTE Notice" options set forth in  
9 Section 4 of this Article.

10 Employees occupying positions where "Temporary" increases or decreases in FTE last longer  
11 than six months shall be provided with the "Change in FTE Notice" options set forth in Section 4 of  
12 this Article.

13 **D. Layoff** is the involuntary elimination or reduction of work hours (FTE) for the  
14 employee(s) with the least amount of classification seniority. An involuntary increase in the standard  
15 working hours of a position shall create the same vacancy and bumping rights for employees whose  
16 hours are increased as are created by the terms of this Article for employees in a layoff/reduction in  
17 force situation.

18 **E. Qualified** means the employee possesses the qualifications required to be  
19 considered eligible to be appointed to the position as a new hire unless grandfathered under Article  
20 18, Section 2(B).

21 **Section 18.2. Transfer.**

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

24 **B. Transfers within the Department of Public Health.** The Department of Public  
25 Health Director or his or her designee may transfer a Public Health employee from one position to  
26 another position in the same classification within the Department without the approval of the Human  
27 Resources Division Director of DES, or designee, but such transfer shall be reported to Human  
28 Resources Division Director of DES, or designee within five (5) days of its effective date. It is

1 understood by the parties that employees may be transferred at the discretion of the County in  
2 consultation with the Union as part of the budget planning process. The budget planning process  
3 concludes at the point the County Executive submits his or her budget to the King County Council.  
4 Employees allocated to the Administrative Specialist II classification as of July 23, 1999, are deemed  
5 to have met the minimum qualifications of the position and are not required to take skills testing.  
6 Employees allocated to the Health and Environmental Investigator II classification as of July 23,  
7 1999, are deemed to have met the minimum qualifications of the position and are not required to take  
8 skills testing.

9 **C. Transfers from County departments into Public Health.** Employees in County  
10 departments may transfer to a position in the same classification, or to a position in a similar  
11 classification with the same maximum rate of pay, within the Department of Public Health upon the  
12 written request of the Public Health Director and approval by the DES, Human Resources Division  
13 Director or designee.

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

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

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

26 2. Transfer, in lieu of layoff, may be made to a single position in another class  
27 in the Department upon showing that the transferee is capable of satisfactorily performing the duties  
28 of the position, and that a regular employee or probationer is not displaced. The affected employee

1 shall complete a probationary period in the new class.

2                   3. Transfer, in lieu of layoff, may be made to a single position in another class  
3 when such transfer would constitute a promotion or advancement in the service provided a showing is  
4 made that the transferee is capable of satisfactorily performing the duties of the position and that a  
5 regular employee or probationer is not displaced and when transfer in lieu of layoff under Section  
6 2(E)(2) of this Article is not practicable. Regular standing in the new class may be attained by the  
7 employee only through examination and permanent regular appointment.

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

11                   **Section 18.3. Voluntary Reduction.**

12                   A. A regularly appointed employee may be reduced to a lower classification upon  
13 his/her written request stating his/her reasons for such reduction, if the request is concurred with by  
14 the Public Health Director and is approved by the DES, Division of Human Resources Director, or  
15 designee. Such reduction shall not displace any regular employee or probationer.

16                   B. The employee so reduced shall be entitled to credit for previous regular service in  
17 the lower classification and to other service credit in accordance with Article 18, Section 5. Upon a  
18 showing, concurred with by the Public Health Director that the reason for such voluntary reduction no  
19 longer exists, the DES, Human Resources Division, or designee, may restore the employee to his/her  
20 former status.

21                   **Section 18.4. Notice of Anticipated Change of FTE.**

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

23                   A. When the Department determines there is a need to eliminate, reduce, or increase  
24 the working hours of existing filled positions (change in FTE), the Department shall identify by job  
25 class and work site which position(s) are to be eliminated, decreased or increased. The Department  
26 agrees to notify the Union at least thirty (30) days in advance, in writing, of any anticipated change in  
27 filled FTE. The Department will provide the following information to the Union at least thirty (30)  
28 days in advance: the names, classification, and seniority information of employees effected by a



1 change in filled FTE; a seniority list for the classification impacted and a list of all vacant positions  
2 within the classification; a list of all probationary, TLT, Temporary and any other provisional  
3 positions within the classification. The Department will hold the necessary positions frozen until the  
4 entire process has been completed.

5           B. An incumbent employee in a position impacted by a change in FTE shall be  
6 notified by the department at least thirty (30) calendar days prior to the effective date of the change.  
7 The notice will include information about the options provided in this Section. A copy of the notice  
8 will be provided to the Union. The employee shall be allowed fourteen (14) calendar days to elect  
9 one of the following options:

10           1. The employee may request placement in a vacant position within the  
11 bargaining unit. In the case of an involuntary increase or decrease in hours, an affected employee  
12 shall be given first right of refusal over the increased or decreased hours before such position is  
13 posted. The Department must offer a vacant bargaining unit position of the same classification to an  
14 employee subject to a change in FTE, if the Department intends to fill the position. The Department  
15 will inform the employee and the union of all, available vacant bargaining unit positions that the  
16 Department intends to fill.

17           2. The employee may request placement into a vacant bargaining unit position  
18 in another job class, provided the employee is qualified.

19           3. The employee may displace (bump) the least senior employee in the same  
20 job class and equally budgeted FTE, that does not result in a layoff provided the employee has more  
21 classification seniority than the incumbent employee. If an equally budgeted FTE position does not  
22 exist, then the employee may displace (bump) the least senior employee in the job class regardless of  
23 FTE.

24           4. The employee may on the basis of total bargaining unit seniority, bump the  
25 least senior employee (regardless of FTE status), in any job classification previously worked in the  
26 bargaining unit or classification series, provided that a successful probationary period has been  
27 completed in that classification.

28           5. An employee may choose to be laid off rather than exercise the options

1 above.

2 C. When the Department determines to eliminate, reduce, or increase the hours of  
3 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty  
4 calendar days prior to the effective date. The notice will include information about the options  
5 provided in Article 18, Section 4(B). A copy of the notice will be provided to the Union. The  
6 employees shall be allowed fourteen calendar days to select their options under Article 18, Section  
7 4(B) using the following procedure:

8 1. The employees will designate a first, second and third choice among the  
9 options 1 through 5 of Article 18, Section 4(B);

10 2. Option choices will be allocated in order of seniority, the most senior  
11 employee having priority; provided, however, bumping choices will be allocated according to item 3  
12 below, and vacant positions will be allocated according to item 4 below.

13 3. It is the intent for bumping to proceed in reverse seniority order; that is, the  
14 least senior employee will be displaced first. No employee may be bumped ahead of the least senior  
15 employee in the same job classification and same FTE. The Department will provide employees  
16 subject to change in FTE with a list of positions held by the least senior employees within the  
17 employees' job classification; the number of such positions will be equal to the number of positions  
18 to be eliminated in that job classification. An employee may designate as an option a position from  
19 this list which is not held by the least senior employee; however, the option will not be available  
20 unless the lower-seniority employee(s) on the list is (are) displaced.

21 4. If two or more employees select the same vacant position, the position will  
22 be offered to the most senior employee. An employee may choose to be laid off rather than  
23 exercising the options above.

24 **Section 18.5. Layoff.**

25 A. Employees laid off as a result of a reduction of work and/or a shortage of funds  
26 shall be laid off according to seniority within classification within the Department regardless of FTE  
27 status. That is, seniority is defined as regular straight-time hours of work plus paid time off such as  
28 vacation time, holiday time off, compensatory time, and sick leave. Seniority is based on hours in

1 paid status for all employees, full-time regular or part-time regular alike.

2 Reduction of hours of any position covered under this agreement will be considered a layoff  
3 and subject to the provisions of this section. Employees with the least amount of seniority shall be  
4 the first laid off and receive a layoff notice; however, in the event of two (2) employees having the  
5 same seniority, ability and skill shall be the determining factor on retention. An employee designated  
6 for layoff within a specific classification may on the basis of total bargaining unit seniority, bump the  
7 least senior employee (regardless of FTE status), in any job classification previously worked in the  
8 bargaining unit or classification series, provided that a successful probationary period has been  
9 completed in that classification or displace a Term Limited Temporary (TLT) employee or temporary  
10 employee working in the current classification or any job classification previously worked in the  
11 bargaining unit or classification series. Any employee bumping into a TLT or temporary position  
12 shall maintain their layoff/recall rights pursuant to Section C and shall continue to accrue seniority  
13 and maintain step placement. The transfer of a regular employee into a TLT or temporary position  
14 shall not convert such position to a regular, career service position.

15 B. A previously laid off employee recalled to a previously held classification due to  
16 layoff/bumping shall be credited with total cumulative service in that classification for the purpose of  
17 determining classification seniority.

18 C. Employees laid off shall be recalled to an equivalent classification or lower  
19 classification in the inverse order of layoff, prior to any new employees being appointed to that  
20 classification i.e., those with the most seniority being recalled first. Recall rights to the classification  
21 from which an employee has been laid off shall expire two (2) years from the date of layoff.

## 22 Section 18.6. Hiring Priority

23 A. **Posting.** Vacant bargaining unit positions (Career Service and term-limited  
24 temporary) shall be posted for not less than ten (10) consecutive calendar days on the Public Health  
25 website and elsewhere both concurrently to internal County employees and to potential employees  
26 external to the County. Job postings shall include desired and required qualifications.

27 B. **Hiring.** The Department recognizes vacant bargaining unit positions will be filled  
28 internally whenever possible. Candidates for Career Service bargaining unit positions shall be

1 accorded preference for vacant positions in the following order:

2 1. Career Service bargaining unit employees eligible for Layoff/Recall  
3 according to Sections 4 and 5 of this Article.

4 2. Career Service bargaining unit employees eligible for Disability Job  
5 Reassignment.

6 3. King County Disability Job Reassignment employees.

7 4. King County Career Service Layoff/Recall employees.

8 5. External applicants (external applicants means both King County Career  
9 Service and non-Career Service employees external to the bargaining unit and applicants external to  
10 King County) pursuant to the best interest justification of Section 4 of the King County Workforce  
11 Plan Clarification 03-PSP-05, as amended. The Department shall notify the Union via electronically  
12 or facsimile three (3) working days prior to any offer to an external candidate with the justification for  
13 hiring the external applicant over the Career Service Bargaining Unit Employee.

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

19 6. Career Service Bargaining Unit employees.

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

22 8. External King County employees.

23 The following shall apply to Career Service bargaining unit employees applying for vacant  
24 bargaining unit positions:

25 a. The Department shall interview all internal and screened applicants meeting  
26 desired qualifications. In the event the Department determines an internal applicant does not meet  
27 desired qualifications for the position, it shall provide a written explanation indicating qualifications  
28 not met to the applicant. For those internal applicants that were interviewed and not hired for the

1 position the Department shall provide a written explanation of why they were not hired into the  
2 position to the applicant.

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

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1 **ARTICLE 19: BULLETIN BOARDS**

2           The Department of Public Health shall provide bulletin board space for the use of the Union  
3 in areas accessible to the members of the bargaining units; provided, however, that said space shall  
4 not be used for notices which are political in nature. All material posted shall be officially identified  
5 as authorized for posting by Local 17, International Federation of Professional and Technical  
6 Engineers. A copy of all material to be posted will be provided to the designated Department of  
7 Public Health official prior to posting.

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1 **ARTICLE 20: GENERAL CONDITIONS**

2       **Section 20.1. Mileage Reimbursement.** All employees covered by this Agreement, who are  
3 required, as a condition of employment, by the County to provide a personal automobile for use in  
4 Department of Public Health business on a full-time basis shall be reimbursed at the rate of one  
5 hundred dollars (\$100.00) per month for all miles traveled from 01 to 273 miles and shall receive the  
6 per mile rate established by the King County Council for each mile above 273. An employee covered  
7 by this Agreement, who is required by the County to provide a personal automobile for use in County  
8 business on a periodic basis, shall for any day in which his/her personal automobile is used will be  
9 reimbursed at the per mile rate established by the King County Council.

10       **Section 20.2. Registered Sanitarian's Credential.** A full-time regular or part-time regular  
11 employee covered by this Agreement, who obtains a Washington State Registered Sanitarian's  
12 Credential on or after execution of this Agreement, or who is required by the Department of Public  
13 Health to obtain a license, registration, or certificate which was not required at the time of  
14 appointment (or as a condition of appointment) to the position, shall have the original cost of the  
15 license paid by the County. A full-time regular or part-time regular employee covered by this  
16 Agreement who currently holds such a Registered Sanitarian Credential or other eligible  
17 license/certification, regardless of when obtained, shall have the annual renewal fee paid by the  
18 County; provided, that the employee must be working in a classification relevant to the  
19 license/registration/certificate obtained and/or held by said employee. An employee covered by this  
20 Agreement, shall also receive regular straight-time salary while taking the examination applicable to  
21 the above licenses/registrations/certificates during a normal workday.

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

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

27       **Section 20.3. Work at Location other than Normal Place of Work.** Whenever an  
28 employee covered by this Agreement is temporarily assigned by the Department Director or designee

1 to work, i.e., perform his/her regular duties, at a location other than his/her normal place(s) of  
2 employment, any additional time, less meal time, consumed in traveling to and from the new location,  
3 shall be considered part of the workday. Any additional time consumed in this travel, less mealtime,  
4 which is outside of the employee's regular working hours, shall be compensated at the applicable  
5 overtime rate.

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

9 **Section 20.4. Written Policies and Procedures.** All written Public Health policies and  
10 procedures addressing working conditions specified in this Agreement for employees covered by this  
11 Agreement shall be furnished to the Union.

12 **Section 20.5. Protective Clothing.** The Department of Public Health will provide up to one  
13 hundred dollars (\$100.00) to employees assigned to field positions that are required to routinely work  
14 in inclement weather. This reimbursement would compensate for the initial purchase of raingear and  
15 protective footwear for use on the job. Reimbursement will be provided using petty cash, claim for  
16 expenses, or purchase order procedures. In addition, the Department agrees to provide up to thirty-  
17 five dollars (\$35.00) per year on a reimbursement basis (accumulative) for replacement and  
18 maintenance expenses of raingear and protective footwear for use on the job to those people in  
19 positions described above.

20 **Section 20.6. Defense Against Claims.** The County agrees to defend and pay any proper  
21 claim against its employees in connection with any claims for damage and/or litigation arising from  
22 conduct, acts or omissions of such employees in the scope and course of their employment with the  
23 Department.

24 **Section 20.7. Transit Passes.** The County will provide free Metro transit passes for regular  
25 full-time and regular part-time employees, as provided for by ordinance.

26 **Section 20.8. Child Care Subsidy.** Employees covered by this Agreement may receive  
27 benefits from the County's childcare program if they meet the eligibility requirements.

28 **Section 20.9. Tools.** Information System Professionals will be provided the necessary tools



1 (including software) as mutually agreed upon by the employee and management as required to  
2 perform the job.

3 **Section 20.10. Picket Lines.** It is understood by the parties that employees covered by this  
4 Agreement need carry out their duties irrespective of sanctioned picket lines. However, employees  
5 who encounter a sanctioned picket line in the course of their duties and who fear of imminent harm to  
6 their health and safety should contact their supervisor for work instructions. In the event of picketing  
7 at the employee's regular place of work, Division management and the Union will develop an  
8 approach for dealing with the safety concerns of the bargaining unit while ensuring public health  
9 operations. When possible, these discussions will take place in advance.

10 **Section 20.11. Intimidating or Bullying Behavior.** The County and the Union recognize  
11 that King County has policies and procedures relating to workplace violence. However, the County  
12 and the Union also recognize that behavior which does not rise to the level of physical violence, or  
13 threat thereof, but which is nevertheless intentionally intimidating or bullying can have serious  
14 adverse impacts on individual employees, as well as the workplace in general.

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

1 **ARTICLE 21: DEFINITIONS**

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

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

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

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

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

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

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

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

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

28 **“Provisional employee”** means an employee serving by provisional appointment in a regular

1 career service position. Provisional employees are temporary employees and excluded from career  
2 service under Section 550 of the charter.

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

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

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

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

13 **“Temporary position”** means a position which is not a regular position as defined in this  
14 agreement and excludes administrative intern. Temporary positions include both term-limited  
15 temporary positions as defined in this agreement and short-term (normally less than six months)  
16 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a  
17 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year  
18 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this  
19 agreement. Where the standard work week falls between thirty-five and forty hours, the director, in  
20 consultation with the department, will be responsible for determining what hour threshold will apply.

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

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

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

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

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

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

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

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

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

27           All appointments to term-limited temporary positions will be made by the appointing  
28 authority in consultation with the Human Resources Director prior to the appointment of term-

1 limited temporary employees.

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1 **ARTICLE 22: DISCIPLINARY ACTIONS**

2       **Section 22.1. Discipline.** The Department may discipline an employee for just cause.  
3 Dismissal during an employee's probationary period or reversion during a probationary period are not  
4 considered disciplinary actions.

5       **Section 22.2. Progressive Discipline.** The parties agree that in their respective roles primary  
6 emphasis shall be placed on preventing situations requiring disciplinary actions through effective  
7 employee-management relations. The primary objective of discipline shall be to correct and  
8 rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary  
9 actions which the Department may take against an employee include:

- 10           A. Verbal warning
- 11           B. Written reprimand
- 12           C. Suspension
- 13           D. Demotion
- 14           E. Termination

15       Which disciplinary action is taken depends upon the seriousness of the affected employee's  
16 conduct. For Environmental Health, the Environmental Health Director will approve any progressive  
17 disciplinary actions prior to implementation.

18       **Section 22.3. Notice.** In cases of suspension or discharge, the specified charges and duration,  
19 where applicable, of the action shall be furnished to the employee in writing not later than one (1)  
20 working day after the action became or becomes effective. An employee may be suspended for just  
21 cause pending demotion or discharge action.

22       **Section 22.4. Appeals of Disciplinary Action.** An employee covered by this Agreement  
23 must, upon initiating objections relating to disciplinary action, use either the grievance procedure  
24 contained herein or pertinent procedures regarding disciplinary appeals to the County Personnel  
25 Board. Under no circumstances may an employee use both the contract grievance procedure and the  
26 County Personnel Board relative to the same disciplinary action.

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

2       **Section 23.1. Labor-Management Training.** In the spirit of cooperative labor relations, the  
3 parties shall meet as soon as is reasonably possible following the signing of the Agreement to develop  
4 a training session to inform Department shop stewards and supervisors about the provisions of the  
5 Agreement and to determine who shall attend such a training session. It is the intent of the parties  
6 that the training session be a simple presentation of one or both parties' view of the contents of this  
7 Agreement with emphasis upon the contract changes that occurred during the current round of  
8 collective bargaining. Such training shall not require more than one-half (1/2) day and every effort  
9 shall be made to accomplish the training in two (2) hours or less. The training session shall be  
10 accomplished during Department time at no loss in pay to participants; provided, that no overtime  
11 shall be authorized or paid to those employees affected as a result of such participation or travel  
12 related to attendance at these meetings. Either party's presentation in this training forum regarding  
13 the interpretation or meaning of any contract provision shall not be used in any way by either party to  
14 support its argument or position in any grievance, arbitration, or litigation regarding the interpretation  
15 or application of this Agreement.

16       **Section 23.2. Labor-Management Meetings.** The County, Department and the Union agree  
17 to hold Labor-Management meetings as necessary. These meetings will be called upon request of  
18 either party to discuss any subject of a general nature affecting employees covered by this agreement.  
19 The responsibility for notification will be with the party initiating this process. Representatives of the  
20 Department can attend such meetings and shall be able to independently set such meetings with the  
21 Union with the concurrence of the Human Resources Division Director of DES or designee. The  
22 Union shall be permitted to designate members and/or stewards to assist its staff representatives in  
23 such meetings. The purpose of Labor-Management meetings is to deal with matters of general  
24 concern to the Union and the Department. It is understood that such meetings are consultative in  
25 nature.

26       **Section 23.3. Training.**

27           A. The County and the Union agree that training and employee career development  
28 can be beneficial to both the County and the affected employees. Training, career development, and

1 educational needs may be identified by both the County and by the employee. The County and the  
2 Union recognizes the mutual benefit to be attained by affording training opportunities to employees  
3 and shall provide information and access to training opportunities for its employees based on business  
4 and operational needs and, within budgeted appropriations. All employees shall have equal access to  
5 training opportunities. To this end, the Department will provide employees with a minimum of two  
6 (2) days of training per year.

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

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

2       **Section 24.1. Health Insurance Programs.** All eligible employees will participate in the  
3 County group medical, dental, long-term disability, and life insurance programs unless otherwise  
4 provided for in this agreement.

5       **Section 24.2. Level of Benefits.** King County presently participates in group medical,  
6 dental, long-term disability, and life insurance programs. The County agrees to maintain the level of  
7 benefits as currently provided by these plans and pay premiums as currently practiced, during the life  
8 of this Agreement, unless modified by the Joint Labor-Management Insurance Committee.

9       **Section 24.3. Labor-Management Insurance Committee.** The County agrees to continue  
10 the Labor-Management Insurance Committee comprised of representatives from the County and its  
11 labor unions. The function of the Committee shall be to review, study and make recommendations  
12 relative to existing medical, dental and life insurance programs. The Union and County agree to  
13 incorporate changes to employee insurance benefits which the County may implement as a result of  
14 this agreement of the Joint Labor-Management Insurance Committee.

1 **ARTICLE 25: RETIREMENT**

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

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

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1 **ARTICLE 26: SUBORDINATION OF AGREEMENT**

2       **Section 26.1.** It is understood that the parties hereto and the employees of the Department are  
3 governed by the provisions of applicable federal law and state law. When any provisions thereof are  
4 in conflict with or are different than the provisions of this Agreement, the provisions of said federal  
5 law or state law are paramount and shall prevail.

6       **Section 26.2.** It is also understood that the parties hereto and the employees of the  
7 Department are governed by applicable County Ordinance and County Charter and said ordinances  
8 and charters are paramount except where they conflict with the expressed provisions of this  
9 Agreement.

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1 **ARTICLE 27: SAVINGS CLAUSE**

2       **Section 27.1.** If any article of this Agreement or any addenda thereto is held invalid by  
3 operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement  
4 of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not  
5 be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for  
6 the purpose of arriving at a mutually satisfactory replacement for such article.

7       **Section 27.2.** If the Inter-Local Agreement between King County and the City of Seattle is  
8 modified during the term of this Agreement and any modifications thereof conflict with an expressed  
9 provision of this Agreement, the County and/or the Union may reopen, at any time, for negotiations  
10 the provisions so affected.

1 **ARTICLE 28: ENTIRE AGREEMENT**

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

4       **Section 28.2.** The parties acknowledge that each has had the unlimited right and opportunity  
5 to make demands and proposals with respect to any matter deemed a proper subject for collective  
6 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except  
7 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right  
8 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically  
9 referred to or covered in this Agreement.

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

1 **ARTICLE 29: JOB SHARING**

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

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

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

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

17           C. The Department reserves the right to rescind a Job Share arrangement that has  
18 failed to meet the requirements of this Agreement. The employees may elect to terminate the  
19 arrangement (including by one of the job sharers resigning) subject to thirty (30) days notice. If the  
20 arrangement is terminated, and there is no agreement regarding who will resign or assume full-time  
21 responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job  
22 Share arrangement have the option to resign or transfer to an available position. If either partner  
23 resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until  
24 an acceptable partner is obtained.

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

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

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

12 **Section 29.2. Application Procedure.**

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

- 16 1. Names of the employees who are requesting a Job Share position;
- 17 2. Position in which the Job Share is desired;
- 18 3. Proposed work schedule for each employee;
- 19 4. Proposed method for allocation and coordination of job responsibilities  
20 between the Job Share employees;
- 21 5. Proposed procedures and routines for ensuring the information flow is  
22 maintained; and
- 23 6. Proposed division of County insurance benefits.

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

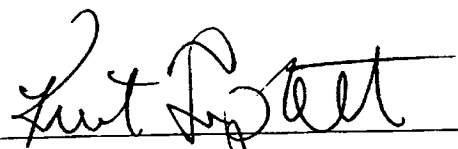
1 **ARTICLE 30: DURATION**


2       **Section 30.1.** This Agreement shall become effective upon full and final ratification and  
3 approval by all formal requisite means by the Metropolitan King County Council and unless  
4 otherwise noted shall be effective January 1, 2008 through December 31, 2010.

5       **Section 30.2.** Contract negotiations for the succeeding contract may be initiated by either  
6 party providing to the other written notice of its intention to do so, at least thirty (30) days prior to  
7 August 1, 2010.

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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By:   
King County Executive

  
Janet C. Parks  
Union Representative  
International Federation of Professional and  
Technical Engineers, Local 17, AFL-CIO

May 8, 2009  
Date



## Addendum A

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

| Job Class Code   | Peoplesoft Class Code | MSA Class Code | Classification Title                            | Pay Range (Squared Table) |
|--|-----------------------|----------------|---|---------------------------|
| <i>Administrative Support Unit – 0017C</i>                                     |                       |                |   |                           |
| 2110200  | 211204                | 8151           | Accountant                                      |                           |
| 2110100  | 211103                | 8150           | Accountant - Assistant                          | 52                        |
| 4200100  | 421105                | 8385           | Administrative Office Assistant                 | 46                        |
| 4201100  | 421205                | 8386           | Administrative Specialist I                     | 29                        |
| 4201200  | 421306                | 8387           | Administrative Specialist II                    | 33                        |
| 4201300  | 421404                | 8388           | Administrative Specialist III                   | 37                        |
| 4201400  | 421503                | 8389           | Administrative Specialist IV                    | 41                        |
| 2101100  | 210102                | 3110           | Billing Analyst                                 | 46                        |
| 2131100  | 214108                | 8161           | Business and Finance Officer I                  | 45                        |
| 2131200  | 214212                | 8162           | Business and Finance Officer II                 | 53                        |
| 4300100  | 431207                | 8401           | Customer Service Specialist I                   | 58                        |
| 4300200  | 431306                | 8402           | Customer Service Specialist II                  | 32                        |
| 4300300  | 431406                | 8403           | Customer Service Specialist III                 | 36                        |
| 4101100  | 411103                | 8378           | Fiscal Specialist I                             | 40                        |
| 4101200  | 411204                | 8379           | Fiscal Specialist II                            | 34                        |
| 4101300  | 411303                | 8380           | Fiscal Specialist III                           | 38                        |
| 4101400  | 411402                | 8381           | Fiscal Specialist IV                            | 42                        |
| 4400100  | 441101                | 8405           | Technical Information Processing Specialist I   | 47                        |
| 4400200  | 441204                | 8406           | Technical Information Processing Specialist II  | 32                        |
| 4400300  | 441303                | 8407           | Technical Information Processing Specialist III | 36                        |
| 4400400  | 441401                | 8408           | Technical Information Processing Specialist IV  | 40                        |
| <i>Public Health Administrative Support Supervisor Bargaining Unit – 0017C</i> |                       |                |   |                           |
| 4207100  | 427102                | 8399           | Public Health Administrative Support Supervisor | 53                        |

| Job Class Code                                     | Peoplesoft Class Code | MSA Class Code | Classification Title                    | Pay Range (Squared Table) |
|--|-----------------------|----------------|---|---------------------------|
| <i>Health Professional, Technical Unit - 0017D</i> |                       |                |   |                           |
| 3420100  | 341101                | 8353           | Application Worker                      | 39                        |
| 2250100  | 226101                | 8202           | Education Specialist                    | 44                        |
| 2251100  | 226206                | 8203           | Educator Consultant I                   | 54                        |
| 2251200  | 226308                | 8204           | Educator Consultant II                  | 58                        |
| 2251300  | 226405                | 8205           | Educator Consultant III                 | 62                        |
| 3427100  | 344102                | 8363           | Family Resources Coordinator            | 41                        |
| 3421100  | 341203                | 8354           | Health Care Assistant                   | 37                        |
| 3422100  | 341302                | 8355           | Health Outreach Aide                    | 35                        |
| 3423100  | 341402                | 8356           | Health Program Assistant I              | 41                        |
| 3423200  | 341502                | 8357           | Health Program Assistant II             | 45                        |
| 7531100  | 754102                | 8570           | Laboratory Assistant I                  | 28                        |
| 7531200  | 754202                | 8571           | Laboratory Assistant II                 | 33                        |
| 3419100  | 341002                | 8039           | Medical Assistant                       | 37                        |
| 3424100  | 342102                | 8358           | Medical Interpreter                     | 40                        |
| 3424200  | 342202                | 8359           | Medical Interpreter / Translator        | 43                        |
| 7537100  | 755702                | 8582           | Medical Technologist                    | 46                        |
| 7533100  | 755102                | 8576           | Microbiologist - Public Health          | 46                        |
| 7533200  | 755202                | 8577           | Microbiologist - Public Health - Senior | 50                        |
| 3418100  | 340902                | 8038           | Nutrition Assistant                     | 37                        |
| 3425300  | 343202                | 8362           | Nutrition Consultant I                  | 56                        |
| 3425400  | 343402                | 8034           | Nutrition Consultant II                 | 58                        |
| 3425100  | 343102                | 8361           | Nutritionist I                          | 52                        |
| 3425200  | 343002                | 8036           | Nutritionist II                         | 54                        |
| 3320100  | 333102                | 8346           | Pharmacist                              | 73                        |
| 3321100  | 333302                | 8348           | Pharmacy Assistant                      | 28                        |
| 3320200  | 333202                | 8347           | Pharmacy Supervisor                     | 77                        |
| 3321200  | 333402                | 8349           | Pharmacy Technician                     | 37                        |
| 3115100  | 312202                | 8314           | Social Services Specialist              | 41                        |
| 3116100  | 312307                | 8315           | Social Worker                           | 52                        |
| 3116200  | 213404                | 8931           | Social Worker - Senior                  | 57                        |
| 3429100  | 344302                | 8365           | X-Ray Technician                        | 47                        |

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| Job Class Code  | Peoplesoft Class Code | MSA Class Code | Classification Title                      | Pay Range (Squared Table) |
|---|-----------------------|----------------|---|---------------------------|
| <b><i>Environmental Health Professional, Technical Unit – 0017D</i></b> |                       |                |   |                           |
| 5320100   | 535101                | 8469           | Health and Environmental Inspector        | 46                        |
| 5321100   | 535204                | 8470           | Health and Environmental Investigator I   | 51                        |
| 5321200   | 535301                | 8471           | Health and Environmental Investigator II  | 58                        |
| 5321300   | 535403                | 8472           | Health and Environmental Investigator III | 60                        |
| 5328100   | 539102                | 3104           | Health and Environmental Planner I        | 53                        |
| 5328200   | 539202                | 3105           | Health and Environmental Planner II       | 58                        |
| 5328300   | 539302                | 3106           | Health and Environmental Planner III      | 63                        |
| 5323100   | 537101                | 8477           | MPRAF – Compliance Officer                | 58                        |
| <b><i>Environmental Health Senior Professional Unit – 0017D</i></b>     |                       |                |   |                           |
| 5321400   | 535504                | 8473           | Health and Environmental Investigator IV  | 65                        |
| <b><i>Information Systems Professional Unit – 0017S</i></b>             |                       |                |   |                           |
| 7320200   | 734503                | 8786           | Applications Developer - Journey          | 60                        |
| 7320300   | 734603                | 8787           | Applications Developer - Senior           | 65                        |
| 7320400   | 734703                | 8788           | Applications Developer - Master           | 70                        |
| 7303100   | 733102                | 8551           | Data Administrator                        | 50                        |
| 7321200   | 734803                | 8789           | Database Administrator - Journey          | 62                        |
| 7321300   | 734903                | 8790           | Database Administrator - Senior           | 67                        |
| 7321400   | 735003                | 8791           | Database Administrator - Master           | 72                        |
| 7319200   | 734203                | 8783           | Database Specialist - Journey             | 55                        |
| 7319300   | 734303                | 8784           | Database Specialist - Senior              | 60                        |
| 7319400   | 734403                | 8785           | Database Specialist - Master              | 65                        |
| 7310200   | 731003                | 8591           | Desktop Support Specialist - Journey      | 51                        |
| 7310300   | 731603                | 8594           | Desktop Support Specialist - Senior       | 56                        |
| 7315200   | 733703                | 8778           | Email Administrator - Journey             | 56                        |
| 7315300   | 733803                | 8779           | Email Administrator - Senior              | 61                        |
| 7322100   | 735103                | 8792           | GIS Specialist - Entry                    | 55                        |
| 7322200   | 735203                | 8793           | GIS Specialist - Journey                  | 60                        |
| 7322300   | 735303                | 8794           | GIS Specialist - Senior                   | 65                        |
| 7322400   | 735403                | 8795           | GIS Specialist - Master                   | 70                        |
| 7330100   | 736103                | 8956           | IT Project Administrator - Journey        | 58                        |
| 7330200   | 736203                | 8957           | IT Project Administrator - Senior         | 63                        |
| 7331100   | 736303                | 8958           | IT Project Manager I                      | 67                        |

| Job Class Code   | Peoplesoft Class Code | MSA Class Code | Classification Title                            | Pay Range (Squared Table) |
|--|-----------------------|----------------|---|---------------------------|
| 7331200  | 736403                | 8959           | IT Project Manager II                           | 72                        |
| 7323100  | 735503                | 8796           | IT Systems Specialist - Entry                   | 51                        |
| 7323200  | 735603                | 8797           | IT Systems Specialist - Journey                 | 56                        |
| 7323300  | 735703                | 8798           | IT Systems Specialist - Senior                  | 61                        |
| 7323400  | 735803                | 8799           | IT Systems Specialist - Master                  | 66                        |
| 7324100  | 735903                | 8800           | IT Technical Trainer                            | 55                        |
| 7325100  | 736003                | 8949           | IT Technical Writer                             | 53                        |
| 7311200  | 731703                | 8607           | LAN Administrator - Journey                     | 56                        |
| 7311300  | 731803                | 8648           | LAN Administrator - Senior                      | 61                        |
| 7311400  | 731903                | 8686           | LAN Administrator - Master                      | 66                        |
| 7312400  | 732603                | 8767           | Network Architect                               | 72                        |
| 7312200  | 732003                | 8694           | Network Engineer - Journey                      | 62                        |
| 7313400  | 732903                | 8775           | Systems Architect                               | 72                        |
| 7313200  | 732703                | 8768           | Systems Engineer - Journey                      | 62                        |
| 7313300  | 732803                | 8769           | Systems Engineer - Senior                       | 67                        |
| 7314200  | 733003                | 8776           | Telecommunications Specialist - Journey         | 59                        |
| 7314300  | 733603                | 8777           | Telecommunications Specialist - Senior          | 64                        |
| 7316200  | 733903                | 8780           | Website Developer - Journey                     | 58                        |
| 7316300  | 734003                | 8781           | Website Developer - Senior                      | 63                        |
| 7316400  | 734103                | 8782           | Website Developer - Master                      | 68                        |
| <b>Emergency Medical Services Unit - 0017E</b>             |                       |                |   |                           |
| 2252200  | 226607                | 8207           | Occupational Education and Training Coordinator | 53                        |
| 2252100  | 226502                | 8206           | Occupational Education and Training Instructor  | 44                        |
| 2441100  | 243106                | 8242           | Project / Program Manager I                     | 53                        |
| 2441200  | 243205                | 8243           | Project / Program Manager II                    | 58                        |
| 2441300  | 243309                | 8244           | Project / Program Manager III                   | 63                        |
| 2441400  | 243405                | 8245           | Project / Program Manager IV                    | 68                        |
| <b>DCHS Involuntary Commitment Supervisor Unit - 017CS</b> |                       |                |   |                           |
| 3111200  | 311201                | 8308           | Involuntary Commitment Supervisor               | 65*                       |

\* This wage rate is effective prospective with the beginning of the first pay period upon implementation of this Agreement

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,**  
**LOCAL 17**  
**DEPARTMENT OF PUBLIC HEALTH**  
**REPRESENTING EMPLOYEES IN**  
**THE DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

The parties, King County (hereinafter the County) and International Federation of Professional and Technical Engineers, Local 17 (hereinafter the Union) agree that the collective bargaining agreement between the parties covering employees represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering employees occupying the classification of Involuntary Commitment Supervisor represented by the Union and employed in the Department of Community and Human Services. All of the terms and conditions of the Public Health agreement will apply to Involuntary Commitment Supervisors in the Department of Community and Human Services, except as set forth in this Memorandum of Agreement. In those provisions of the Public Health agreement that do apply to Community and Human Services Involuntary Commitment Supervisors, the terms "Department" or "Health Department" shall be construed to also mean Department of Community and Human Services.

**PART A. EXCEPTIONS**

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

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

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

**ARTICLE 2: MANAGEMENT RIGHTS**

**Section 2.4.** Health Services Delivery.

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

**Section 7.1.** Definitions.

**Section 7.2.** Probationary Period/Status of Employee.

**Section 7.3.** Probationary Period/Dismissal.

**Section 7.4.** Probationary Period/Promotion.

**Section 7.5.** Transfers During Probationary Period.

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

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

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

**Section 8.5.** Position Classification.

**Section 8.6.** Status upon Reclassification.

**Section 8.7.** (C through K). Step Placement.

**Section 8.8.** Shift Differentials.

**Section 8.9.** Bilingual Premium Pay.

**Section 8.10.** Bilingual Positions.

**Section 8.11.** Student Preceptor Assignment.

**ARTICLE 9: SPECIAL DUTY**

**Section 9.3.** Leave Benefits for Employees Working Outside of Classification.

**Section 9.4.** Lead Worker.

**Section 9.5.** Rotation of Work Outside of Classification.

**ARTICLE 10: ANNUAL VACATION**

**Section 10.6.** Minimum Vacation Allowance.

**ARTICLE 11: HOLIDAYS**

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

**Section 11.4.** Work on a Holiday.

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

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

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

**Section 12.2.** Compensation for Sick Leave Absence.

**Section 12.3.** Conditions Not Covered.

**Section 12.9.** Leaves of Absence.

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

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

**Section 17.2.** Alternative Work Arrangements.

**Section 17.4.** Temporary Schedule Changes.

**Section 17.5.** Overtime.

**Section 17..** Overtime Work Assignment.

**Section 17.7.** Overtime Payment.

**Section 17.8.** Compensatory Time Off.

**Section 17.9.** Rest Period.

**Section 17.10.** Meal Period.

**Section 17.11.** Meal Reimbursement.

**Section 17.12.** Standby Duty.

**Section 17.13.** Emergency Call Back.

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

**PRIORITY**

**Section 18.1.** Definitions.

**Section 18.2.** Transfer (A and B).

**Section 18.3.** Voluntary Reduction.

**Section 18.4.** Notice of Anticipated Change of FTE.

**Section 18.6.** Hiring Priority.

**ARTICLE 20: GENERAL CONDITIONS**

**Section 20.1.** Mileage Reimbursement.

**Section 20.2.** Registered Sanitarian's Credentials.

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

**Section 20.4.** Written Policies and Procedures.

**Section 20.5.** Protective Clothing.

**Section 20.9.** Tools.

**Section 20.11.** Intimidating or Bullying Behavior.

**ARTICLE 27: SAVINGS CLAUSE**

**Section 27.2.** Inter-Local Agreement.

**ARTICLE 29: JOB SHARING**

**PART B. MODIFICATIONS**

The following provisions supersede collective bargaining agreement provisions in effect



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

## **ARTICLE 2: MANAGEMENT RIGHTS**

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

## **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND APPEALS**

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

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

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

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

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

**Section 7.2. Probationary Period/Status of Employee.** Employees who are hired for career service positions from an eligible register shall serve a probationary period of six (6) months, at

which time they shall become regularly appointed employees.

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

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

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

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

**Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the initial probationary period after having been given written notice, with copies provided to DES, Human Resources Division, Labor Relations Manager and a copy sent to the Union.

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

**Section 7.7. Performance Evaluation.**

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

**B. Review of Performance Evaluations.** Employees may obtain review of performance evaluation pursuant to the grievance process of the collective bargaining agreement; however, such review cannot be advanced to arbitration, the final step being Step 3 at the HRD/Labor Relations review. Additionally, review of performance evaluation will be pursuant to a "clear and

convincing” standard of proof, with the burden on the grievant to demonstrate an unfounded evaluation score.

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

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

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

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

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

**ARTICLE 10: ANNUAL VACATION**

(All references in this Article to “Director” shall include the director’s designee.)

**Section 10.2.** Annual vacations with pay shall be granted to eligible Community and Human Services Department employees pursuant to King County Code 3.12.190 computed as shown in the table below:

| <b>Full Years of Service</b>         | <b>Maximum Total Days</b> |
|--------------------------------------|---------------------------|
| 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                        |

**ARTICLE 11: HOLIDAYS**

**Section 11.1. Holidays Observed.** The following day or days in lieu thereof shall be recognized as holidays without salary deduction:

|                                   |                             |
|-----------------------------------|-----------------------------|
| New Year's Day                    | January 1                   |
| Martin Luther King Jr.'s Birthday | Third Monday in January     |
| President's Day                   | Third Monday in February    |
| Memorial Day                      | Last Monday in May          |
| Independence Day                  | July 4                      |
| Labor Day                         | First Monday in September   |
| Veteran's Day                     | November 11                 |
| Thanksgiving Day                  | Fourth Thursday in November |
| Day after Thanksgiving            | Day immediately following   |
| Christmas Day                     | December 25                 |
| Two (2) Personal Holidays         |                             |

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

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

**Section 12.1.** Except as where specifically provided for otherwise under this MOA and collective bargaining agreement, sick leave shall be administered as provided for under King County Code chapter 3.12.

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

**Section 17.1. Work Week.**

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

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

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

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

**PRIORITY**

**Section 18.5. Layoff/Recall**

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

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

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

Seniority shall be based on time in a paid status in a regular position of DCHS in the bargaining unit, however, seniority will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. For purposes of this Article, time spent working in a bargaining unit position in DCHS in a special duty capacity shall not count towards seniority. Employees subject to layoff

from a position in Public Health shall not be eligible to bump an employee in a DCHS bargaining unit position. Employees subject to layoff from a position in DCHS shall not be eligible to bump an employee in a Public Health bargaining unit position.

3. For any layoffs conducted between September 1, 2011 and August 31, 2012, only the prior two full-year evaluations (i.e., cycles September 2009 through August 2010 and September 2010 through August 2011) will be used to determine whether a less senior employee qualifies to avoid layoff by seniority.

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

## **ARTICLE 20: GENERAL CONDITIONS**

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

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

### **Section 23.3. Training**

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

## **ARTICLE 25: RETIREMENT.**

All employees covered by this MOA shall be covered by the state Public Employee

16575

Retirement System, pursuant to applicable County Ordinance and State Law.

**PART C. DURATION OF THIS AGREEMENT**

The parties agree that this Memorandum of Agreement shall cover the time period of January 1, 2008 through December 31, 2010.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By: \_\_\_\_\_

King County Executive

\_\_\_\_\_  
Janet C. Parks  
Union Representative  
International Federation of Professional and  
Technical Engineers, Local 17, AFL-CIO

\_\_\_\_\_  
Date