



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 22, 2014

Ordinance 17736

Proposed No. 2013-0514.1

Sponsors Lambert and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Office & Professional Employees International
4 Union, Local 8 (Dental) representing employees in the
5 department of public health; and establishing the effective
6 date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and Office & Professional Employees International Union, Local 8 (Dental)
10 representing employees in the department of public health and attached hereto is hereby
11 approved and adopted by this reference made a part hereof.

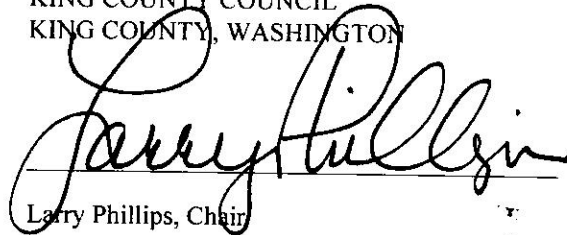
12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 January 1, 2012, through and including December 31, 2015.

14

Ordinance 17736 was introduced on 12/16/2013 and passed by the Metropolitan King County Council on 1/21/2014, by the following vote:

Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Mr. Dunn, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 2 - Ms. Lambert and Mr. McDermott

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

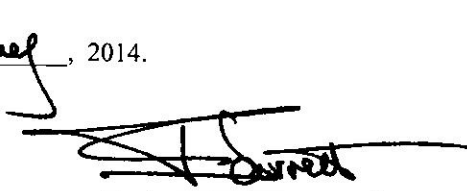

Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 31 day of January, 2014.



Dow Constantine, County Executive

RECEIVED
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CLERK
KING COUNTY COUNCIL

Attachments: A. Agreement

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

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PREAMBLE

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

PURPOSE

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

ARTICLE 1: UNION MANAGEMENT RELATIONS

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

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

Section 1.3. Union Security and Membership: It shall be a condition of employment that all

1 employees covered by this Agreement who are members of the Union in good standing on the
2 effective date of this Agreement shall remain members in good standing and those who are not
3 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day
4 following the effective date of this Agreement, become and remain members in good standing in the
5 Union or pay an agency fee to the union to the extent required by law. It shall also become a
6 condition of employment that all employees covered by this Agreement and hired or assigned into the
7 bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning
8 of such employment, become and remain members in good standing in the Union or pay an agency
9 fee to the union to the extent required by law.

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

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

20 **Section 1.6. Rosters:** By March 31 of each year, or, upon request by the Union, the
21 Employer shall send the Union a list of all employees covered by this Agreement and include their
22 name, address, classification, rate of pay, hours worked, FTE status, and hire date.

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

27 **Section 1.8. Union Insignia:** Employees who are members of the Union in good standing
28 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their

1 international or local organization. The wearing of such insignia by a Union member shall not be
2 cause for discipline. This provision shall not excuse an employee from following any departmental
3 dress code.

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

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

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

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

25 ***Section 1.10. Visitation:*** An authorized Union representative may visit the work location of
26 employees covered by this Agreement for the purpose of investigating grievances and observing
27 working conditions. The visits shall not interfere with or disturb employees in the performance of
28 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of

1 such visits in advance. Except as may be provided in other provisions of this Agreement, department
 2 work hours shall not be used by employees for the conduct of Union business or the promotion of
 3 Union affairs (e.g., conduction of elections and other internal Union business).

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

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

13 **Section 1.12. Meeting Rooms:** Where allowable, and after prior arrangements have been
 14 made, the Department may make available to the Union, meeting space, rooms, etc. for the purpose
 15 of conducting Union business, where such activities would not interfere with the normal work of the
 16 County, nor incur additional costs.

17 **ARTICLE 2: DEFINITIONS**

18 **Section 2.1. Probationary Employee:** Newly hired employees in a regular career service
 19 position shall serve a six(6) month probationary period. Probationary employees will be evaluated at
 20 least quarterly. The probationary period is the period of time prior to the final step in the competitive
 21 screening process for career service. Advancement through steps on the salary range will be as
 22 provided in Article 9.3. Following completion of probation employees will be evaluated annually.
 23 Probationary employees are temporary employees and excluded from Career Service under Section
 24 550 of the King County Charter.

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

28 **Section 2.3. Part-Time Regular Employee:** "Part-time regular employee" means an

1 employee employed in a part-time regular position and, for part-time career service positions, is not
2 serving a probationary period. Under Section 550 of the charter, such part-time regular employees
3 are members of the career service.

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

12 The Employer agrees that it will not use temporary and part-time employees to supplant
13 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be
14 exempt from all provisions of this Agreement except for Section 1.5., Section 2.4. and Article 11,
15 Grievance Procedure; provided however, Employees shall be covered by the Grievance Procedure
16 solely for the purposes of adjudicating grievances relating to Section 1.5., Section 2.4. and Article 11
17 of this Agreement.

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

21 Part-time and temporary employees, other than probationary, provisional and term-limited
22 temporary employees, who exceed 1040 hours worked in a calendar year shall receive compensation
23 in lieu of leave benefits at the rate of 15% of gross pay for all hours worked, paid retroactive to the
24 first hour of employment and for each hour worked thereafter. The employee will also receive a one-
25 time only payment in an amount equal to the direct cost of three months of insured benefits, as
26 determined by the Human Resources Division Director, Department of Executive Services, and, in
27 lieu of insured benefits, an amount equal to the direct cost to the Employer for each employee for
28 whom insured benefits are provided, prorated to reflect the affected employee's normal work week,

1 for each hour worked thereafter. Such additional compensation shall continue until termination of
2 employment or hire into a full-time regular, part-time regular or term-limited position. Further,
3 employees receiving pay in lieu of insured benefits may elect to receive the medical component of
4 the insured benefit plan, with the cost to be deducted from their gross pay; provided, that an
5 employee who so elects shall remain in the selected plan until termination of employment, hire into a
6 full-time regular, part-time regular, or term-limited position, or service of an appropriate notice of
7 change or cancellation during the employee benefits annual open-enrollment.

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

15 ***Section 2.6. Temporary Employee Step Placement:*** Temporary employees shall be paid at
16 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as
17 approved by the department for the job classifications contained in Addendum A.

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

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

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

28

1 **ARTICLE 3: NON-DISCRIMINATION**

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

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

11 **ARTICLE 4: EMPLOYMENT PRACTICES**

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

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

25 Upon request by the employee or the union (including shop stewards), the employer will
26 provide an estimated timeline for an investigation. At any point in the investigation, the employee or
27 union may request an update of the current status of the investigation. The employer must provide a
28 response to the requests for investigation timelines and status updates within four business days of

1 receipt of the request.

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

8 **Section 4.3. Employer Policies:**

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

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

17 **Section 4.4. Hiring Priority:** Candidates for vacant career service bargaining unit positions
18 shall be given preference in the following order:

- 19 1. Bargaining unit employees within the affected classification by seniority provided
20 no documented, formal discipline in the prior 12 months.
- 21 2. Career service bargaining unit employees eligible for Layoff/Recall rights under
22 this Agreement.
- 23 3. King County employees in the Disability Services Program.
- 24 4. King County employees in the Career Support Services Program.
- 25 5. External applicants, including King County employees and non-King County
26 applicants.

27 The department will first give notice of vacant bargaining unit positions to all bargaining unit
28 employees within the affected classification. Notice to all bargaining unit employees will be

1 provided electronically and shall be posted for a period of three (3) work days. The posting shall
 2 include the job classification, FTE, work location and shift/hours for the vacancy.

3 At the time the vacancy is posted, the employer will request and remind all bargaining unit
 4 employees to submit, within the 3-day notice period, their name and any work site locations of
 5 interest for transfer. Once the 3-day notice period has expired, the employer will fill the initial
 6 vacancy by seniority from among those in the same classification who indicated the location of the
 7 vacancy as a location of interest for transfer. The resulting vacancy, and any/all subsequent resulting
 8 vacancies, will be filled by seniority from among the employees who submitted, during the 3-day
 9 notice period, that location of vacancy as a place of interest for transfer.

10 **ARTICLE 5: HOURS OF WORK**

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

14 ***Section 5.1.(a).*** It is understood that the Employer may change the workweek/workday of
 15 any job where the workweek/workday no longer meet the requirements of the business needs. The
 16 Employer and the Union agree to meet to negotiate the effects of such a change if the Union so
 17 requests.

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

20 ***Section 5.1.(c).*** Thirty (30) days advance notice shall be afforded employees when non-
 21 emergency involuntary permanent schedule changes are mandated by the Employer.

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

1 **Section 5.3. Overtime:** All time worked in excess of forty (40) hours in one week (as
 2 established under the FLSA) shall be considered overtime paid for at the rate of one and one-half (1-
 3 1/2) times the regular rate of pay. All overtime requires prior authorization by the Employer.

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

10 **5.3.(a) Compensatory Time and Schedule Adjust.** An employee has the option, with
 11 agreement of the Employer, to take compensatory time in lieu of overtime pay at the rate of one and
 12 one-half (1-1/2) comp time hour for each hour worked. Employees cannot be required to accept
 13 compensatory time in lieu of overtime pay. Any balance of comp time hours in excess of 40 hours as
 14 of the end of the pay period which includes December 31, shall have those excess hours cashed out.

15 Additionally, an employee who works time beyond his/her regular schedule may make
 16 arrangements, upon mutual agreement with the employee's supervisor, to adjust the employee's
 17 schedule at straight time during the same FLSA workweek as the extra hours were worked.

18 **Section 5.4. Workweek:** Nothing in this Article 5 shall limit the Employer's ability to offer
 19 the Employee an alternative work schedule or the Employer to consider Employee requests for same.
 20 Once an alternative work schedule is established, changes shall be subject to the provisions of Article
 21 5.1.(b) and 5.1(c). Alternative work schedules shall include, but are not limited to the following:

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

24 The following conditions shall apply with regard to 4/40 and 9/80 work schedules:

- 25 a) A normal workday may consist of ten (10) hours to be scheduled on four
 26 (4) consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a holiday
 27 shall be paid one and one-half (1-1/2) times the regular rate of pay plus eight (8) hours of holiday pay
 28 at straight time. Upon mutual agreement between the Employee and Employer, a compensatory day

1 off with eight (8) hours of straight-time pay may be substituted for holiday pay. If a holiday falls on
 2 a regularly scheduled day off or during vacation, an employee shall receive straight-time pay for
 3 eight (8) hours. Employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate
 4 of pay for work beyond ten (10) hours in one day or forty (40) hours in a workweek.

5 b) A 9/80 alternating workweek schedule - the record keeping timesheet for
 6 this schedule must be one which meets the FLSA standards dividing between two (2) workweeks
 7 mid-shift on the fifth (5th) day of work which is either eight (8) hours or one day off.

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

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

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

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

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

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

23 **Section 5.7. Work Reassignment & Travel Time:** An employee who reports to their home
 24 worksite and is reassigned to work at another Public Health Dental worksite, the time consumed in
 25 traveling to and from the new site shall be considered part of the workday. Any additional time
 26 consumed in travel while returning to the employee's home worksite beyond the employee's normal
 27 working hours, shall be compensated at the applicable overtime rate. This provision does not apply
 28 to travel time to or from one's usual place of residence to the place of work, unless so required by

1 provisions of the FLSA.

2 **ARTICLE 6: HOLIDAYS**

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

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

15 ***Section 6.2. Holiday Pay***

16 ***Section 6.2.(a). Personal Holidays:*** Each employee shall receive two (2) additional personal
17 holidays to be administered through the vacation plan. These days can be used in the same manner as
18 any vacation day earned. In the administration of this provision, one personal holiday shall be added
19 to the vacation leave bank in the pay-period that includes the first day of October and one personal
20 holiday will be added in the pay-period that includes the first day of November of each year.

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

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

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

1 **Section 6.2.(e). Proration of Paid Holidays for Part-time Regular Employees:** A part-time
 2 regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based
 3 upon straight time hours compensated during the pay period prior to the pay period in which the
 4 holiday falls.

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

11 **ARTICLE 7: VACATION**

12 **Section 7.1. Accrual:**

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

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

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

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

4 **Section 7.2.(a).** Employees eligible for vacation leave may accrue up to sixty days vacation
5 leave, prorated to reflect their normally scheduled work day. Such employees shall use vacation
6 leave beyond the maximum accrual amount on or before the last day of the pay period that includes
7 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
8 result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority
9 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or
10 other reasons as may be in the best interests of the Employer.

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

14 **Section 7.2.(c).** The minimum vacation allowance to be used by an employee shall be in
15 increments of one-tenth (1/10) of one hour, equal to six minutes.

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

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

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

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

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

5 **ARTICLE 8: SICK LEAVE**

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

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

12 ***Section 8.2.(a).*** Employees may use accrued sick leave in accordance with applicable federal,
 13 state, any Washington State laws that provide for family medical leave or family care leave and the
 14 King County Code (KCC 3.12.220), including using sick leave for the illness or injury to the
 15 employee, serious illness or injury to spouse, domestic partner or relatives living with and dependent
 16 upon the employee, medical or dental care for the employee, and for maternity or paternity leave. An
 17 employee is entitled to all benefits of this Agreement while using earned sick leave, including the
 18 accrual of sick leave, vacation, holiday pay, retirement, and health and welfare benefits. The
 19 minimum sick leave allowance to be used by an employee shall be in increments of one-tenth (1/10)
 20 of one hour, equal to six minutes.

21 ***Section 8.2.(b).*** The Health Department Director shall be responsible for proper
 22 administration of the sick leave privilege. Written Department policies for sick leave will be
 23 available to all employees and to the Union. The employee may be required to furnish a certificate
 24 issued by a licensed health care provider or other satisfactory evidence of illness to the appointing
 25 authority for any requested sick leave absences of more than three (3) working days or if abuse of
 26 sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary action in accordance
 27 with the Public Health-Seattle and King County "Attendance Management Policy" (PERS 18-2 (DPH
 28 DP), effective May 2, 2011).

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

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

6 **Section 8.3.(a).** Upon retirement, thirty-five percent (35%) of an employee's unused sick
7 leave credit accumulation can be applied to the payment of health care premiums, or to a cash
8 payment at the straight-time rate of pay of such employee in effect on the day prior to his/her
9 retirement.

10 **Section 8.3.(b).** In lieu of the remuneration for unused sick leave at retirement, the director of
11 the human resources division, or the director's designee, may, with equivalent funds, provide eligible
12 employees with a voluntary employee beneficiary association plan that provides for reimbursement
13 of retiree and other qualifying medical expenses. The terms of the County's participation in a
14 voluntary employee beneficiary association plan are provided in separate agreements between King
15 County and the union, which shall prevail in the event of any conflict between those agreements and
16 any related provisions in this collective bargaining agreement.

17 The Employer shall adopt procedures for the implementation of all Voluntary Employee
18 Beneficiary Association (VEBA) plans. At a minimum, the procedures shall provide that:

19 (1) For each group of employees the Union shall hold a yearly election for the
20 employees to decide whether to implement, terminate, or change funding options for the voluntary
21 employee beneficiary association plan for their defined group. The determination of the majority of
22 voting employees in a group shall bind the remainder. Elections for represented employees shall be
23 conducted by the appropriate bargaining representative. Elections for non-represented employees
24 shall be conducted in accordance with procedures established by the Human Resources Division
25 director;

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

1 (3) any voluntary employee beneficiary association plan implemented in accordance
 2 with this subsection 8.3(b). complies with federal tax law. Disbursements in accordance with
 3 subsection 8.3(b). shall be exempt from withholdings, to the extent permitted by law; and

4 (4) employees shall forfeit remuneration under subsections 8.3(a) & 8.3(b). of this
 5 section if the employee belongs to a group that has voted to implement a voluntary employee
 6 beneficiary association plan and the employee fails to execute forms that are necessary to the proper
 7 administration of the plan within twelve months of retirement by reason of length of service.

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

10 **Section 8.4. Wellness Incentive:** Employees who have worked a full calendar year within
 11 the bargaining unit and use less than thirty-three (33) hours of sick leave in a calendar year may
 12 convert sixteen (16) hours of unused, accrued sick leave to 16 hours of personal vacation to be used
 13 in the next calendar year. This benefit shall be prorated for Part-time Employees.

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

23 **ARTICLE 9: RATES OF PAY**

24 **Section 9.1. Pay Range Modifications:** The Employer and the Union agree that the
 25 classification specifications of Dental Assistant & Dental Hygienists shall be compensated at the
 26 established pay range negotiated by and between the parties as listed in Addendum A to this
 27 Agreement, subject to changes pursuant to Section 9.2.

28 **Section 9.2. Pay Increases**

1 **Section 9.2.(a).** Effective January 1, 2012, the rates of pay shall be increased by 90% of the
2 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index
3 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
4 current year, with zero percent (0%) floor and no ceiling. The parties agree that this adjustment has
5 been fully implemented and satisfied in accordance with the effective date of January 1, 2012.

6 **Section 9.2.(b).** Effective January 1, 2013, the rates of pay shall be increased by a Cost-of-
7 Living Allowance (COLA). The COLA is equal to 95% of the annual average growth rate of the bi-
8 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
9 Clerical Workers (CPI-W, July of the previous year to June of the current year with zero (0%)
10 percent floor and no ceiling. For 2013, the COLA is 3.09%. The rates of pay for 2013 shall be as set
11 forth in Addendum A. The parties agree that this adjustment has been fully implemented and
12 satisfied in accordance with the effective date of January 1, 2013.

13 **Section 9.2.(c).** Pursuant to the negotiated and ratified "Memorandum of Agreement between
14 King County and King County Coalition of Labor Unions Addressing the 2011 Budget Crisis," the
15 parties have agreed that effective January 1, 2014, the rates of pay shall be increased by a Cost-of-
16 Living Allowance (COLA). The COLA is equal to 95% of the annual average growth rate of the bi-
17 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
18 Clerical Workers (CPI-W, July of the previous year to June of the current year with zero (0%)
19 percent floor and no ceiling. For the Dental Assistant classification, the resultant figure per the
20 formula will be reduced by fifty percent (50%), but shall not be less than an increase of half of one
21 percent (0.5%).

22 **Section 9.2.(d).** Wages for the Dental Assistant classification will not receive a COLA in
23 2015. For the Dental Hygienist classification, the parties agree to meet prior to July 1, 2014 for the
24 purpose of bargaining over the issue of wages and wage-related items, except for insurance benefits
25 covered by the Joint Labor Management Insurance Committee, for 2015. Such negotiations will be
26 based on a total compensation basis as is consistent with County practice at the time.

27 **Section 9.3. Step Increases:** Non probationary employees shall move through the steps in
28 their pay range based on longevity. Eligible employees not at Step 10 will advance one step each

1 calendar year, effective on January 1. Probationary Employees hired at Step 1 of their pay range
 2 shall receive one (1) step increase after six (6) months of satisfactory service and one (1) step
 3 increase each year of satisfactory service thereafter, effective on January 1. Probationary Employees
 4 hired above Step 1 of their pay range shall receive a one (1) step increase on the next January 1 after
 5 completion of at least six months of satisfactory service, or after successful completion of probation,
 6 whichever comes first.

7 ***Section 9.4. Special Duty:*** Employees may be assigned to perform work in a higher level
 8 classification pursuant to King County Code 3.15.

9 ***Section 9.5. Papoosing Services:*** Dental Assistants who are required to provide papoosing
 10 services will be provided training of such techniques paid for by the DOPH (Dental Program).

11 ***Section 9.6. Bilingual Premium Pay:*** Employees may be assigned in writing to provide
 12 bilingual, interpreter and/or translation services to the department and compensated a premium of \$50
 13 dollars per month. This assignment will be renewed annually and may be terminated at any time. It
 14 is understood by the parties that the work performed by the bi-lingual speaker provided for under this
 15 Section shall not supplant the work of the Medical Interpreter/Translator. Such employees will be
 16 required to demonstrate their bilingual ability, but are not required to be certified by the State of
 17 Washington as a translator/interpreter.

18 **ARTICLE 10: LEAVES OF ABSENCE**

19 ***Section 10.1. General Provisions:*** The continuous service and seniority status of an
 20 employee shall not be interrupted while on unpaid leave due to industrial injury, military service or
 21 leave covered by the Employer's Family-Medical Leave Ordinance.

22 ***Section 10.2. Medical Leave and Family Care:*** Employees covered by this Agreement may
 23 take medical leave pursuant to applicable Federal, State and County statutes.

24 ***Section 10.3. Bereavement Leave:*** Employees shall be granted up to three (3) working days
 25 leave with pay per occurrence, up to three (3) occurrences per calendar year, for the death of parents,
 26 children, children of spouse, siblings, spouse, domestic partner, and grandparents of the employee
 27 and parents and siblings of the employee's spouse.

28 Regular Full-time Employees who have exhausted their bereavement leave shall be entitled to

1 use sick leave in the amount of three (3) days for each instance when death occurs to a member of the
2 employee's immediate family.

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

10 **Section 10.5. Military Duty:**

11 **Section 10.5.(a).** The appointing authority, with the approval of the Human Resources
12 Division Director, Department of Executive Services, shall grant, for a period not exceeding fifteen
13 (15) days during each calendar year, leaves of absence with pay to employees, except temporary
14 employees and administrative interns, for the purpose of taking part in active military training duty as
15 provided by state law, RCW 38.40.060; provided, that a request for such leave shall be submitted in
16 writing by the employee and accompanied by a validated copy of military orders ordering such active
17 duty training. The appointing authority and the Human Resources Division Director, Department of
18 Executive Services shall abide by applicable federal law in granting any military leave of absence for
19 a period in excess of fifteen (15) consecutive calendar days.

20 **Section 10.5.(b).** For the purposes of this Section, "fifteen (15) days" refers to the employee's
21 working days and does not require an employee to take military leave for days that the employee is
22 not scheduled to work, even though the employee may be required to be engaged in active training.

23 **Section 10.6. Leave Without Pay:** Except where a leave of absence is taken in conjunction
24 with a worker's compensation claim, leaves of absence without pay are administered as follows:

25 1. Leaves of absence without pay for periods of thirty (30) calendar days or less may
26 be authorized in writing by the appointing authority.

27 2. Leaves of absence without pay shall be for periods not to exceed one year except
28 that the Human Resources Division Director, Department of Executive Services may, in special

1 circumstances, grant an extension beyond one year.

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

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

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

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

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

16 ***Section 10.7. Industrial Accident Leave:***

17 ***Section 10.7.(a).*** Employees shall continue to accrue service credit and seniority for the
18 purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as
19 a result of employment with the Employer covered by workers compensation insurance.

20 ***Section 10.7.(b).*** Sick leave may be used to supplement the amount of compensation received
21 by an employee for workers compensation insurance, up to the amount of the employee's net regular
22 pay. Under no circumstance may the combined amount of workers compensation insurance and sick
23 leave benefits exceed the employee's net regular pay received prior to the industrial accident.

24 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURE**

25 The Union and the Employer recognize the importance and desirability of settling grievances
26 promptly and fairly in the interest of continued good employee relations and morale and to this end
27 the following procedure is outlined. To accomplish this, every effort will be made to settle
28 grievances at the lowest possible level of supervision. Employees will be unimpeded and free from

1 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

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

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

6 **Section 11.1. Definition:** A grievance shall be defined as an alleged violation of any of the
7 express terms of this Agreement. No modifications in the basic violation being alleged pursuant to
8 this grievance procedure shall be made subsequent to the filing of a grievance unless mutually agreed
9 to by both the Employer and the grievant and/or the grievant's representative. With the parties'
10 mutual consent (including the Union, the Department, and King County Office of Labor Relations), a
11 grievance may be initially filed at a step higher than Step 1 of the grievance process. Discharge
12 during an employee's probationary period is not subject to the grievance procedure, as such
13 employees serve at-will.

14 **Step 1. Immediate Supervisor:**

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

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

24 Grievances will not be denied as untimely due to lack of the grievant's signature if it is
25 otherwise complete and timely filed. In such cases the union will obtain and provide the grievant's
26 signature at its earliest opportunity.

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

1 grievance.

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

8 **Step 2. Division Director:**

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

16 **Step 3. Labor Relations:**

17 If after thorough evaluation, the decision of the division director has not resolved the
18 grievance to the satisfaction of the employee, the grievance shall be presented to the Director of the
19 King County Office of Labor Relations within ten (10) workdays of the division director's response.
20 All letters, memoranda, and other written materials previously submitted shall be given to the OLR
21 Director representative for evaluation, and the grievance shall also include the specific reason(s) the
22 answer previously provided is not satisfactory. A representative of OLR and the Union
23 representative shall meet within ten (10) workdays for the purpose of resolving the grievance. The
24 OLR representative shall provide the Union with a written response to the grievance within ten (10)
25 workdays of the Step 3 meeting. If the grievance is not pursued to the next higher level within ten
26 (10) working days, it shall be presumed resolved.

27 **Step 4. Grievance Mediation:**

28 If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the

1 Employer and the Union may submit the grievance to the Public Employment Relations Commission
2 or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's
3 last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration.

4 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.
5 No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve
6 the grievance except by agreement of the Union and the Employer. In the event the grievance is not
7 resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

8 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;
9 the arbitration hearings shall be held as if the grievance mediation effort had not taken place.

10 Nothing said or done by the parties or the mediator during the grievance mediation session can be
11 used against them during the arbitration proceedings.

12 **Step 5. Arbitration:**

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

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

18 Notwithstanding any other provision of this Agreement, the following matters are expressly
19 excluded from arbitration:

20 **1.) Oral or Written Reprimands:**

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

26 The parties shall select a mutually acceptable arbitrator. In the event that the parties are
27 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7)
28 arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will

1 be selected from the list by both the Employer representative and the Union, each alternately striking
2 a name from the list until only one name remains, with the grieving party striking first.

3 The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator
4 shall be final, conclusive and binding upon the Employer, the Department, the Union, and the
5 employee involved. The arbitrator shall have no power to render a decision that will add to, subtract
6 from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses
7 shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on
8 that party's behalf. Each party shall bear the cost of its own legal representation, regardless of the
9 arbitrator's decision. The arbitrator's decision shall be made in writing and shall be issued to the
10 parties within thirty (30) calendar days after the case is submitted to the arbitrator unless the parties
11 and the arbitrator agree on a different time.

12 **Section 11.2.** A designated shop steward and grievant(s) shall be granted reasonable paid
13 release time by their immediate supervisors for the purposes of attending the grievance meetings
14 during the employee's regularly scheduled hours.

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

17 Such time spent outside of the employee's regularly-scheduled hours is unpaid.

18 **Section 11.3. Unfair Labor Practice(s) Resolution:** The parties agree that thirty (30) days
19 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
20 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
21 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
22 relief for the alleged Unfair Labor Practice.

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

24 **Section 12.1.** The parties recognize a Joint Labor Management Insurance Committee
25 comprised of representatives from the Employer and the Labor Union Coalition whose function is to
26 review, study, and make recommendations relative to existing medical, dental, and life insurance
27 programs.

28 **Section 12.2.** The Union and the Employer agree to incorporate changes to employee

1 insurance benefits that the Employer may implement as a result of the agreement of the Joint Labor
2 Management Insurance Committee.

3 *Section 12.3.* Bargaining unit members in the Oral Health Program will be entitled to
4 immediately access their health benefits upon their sabbatical return on October 1st of each year.

5 **ARTICLE 13: HEALTH AND SAFETY**

6 *Section 13.1.* The Employer agrees to comply with all applicable federal, state and local laws
7 and regulations regarding health and safety.

8 *Section 13.2.* The County will continue to monitor the safe use of nitrous for clients and
9 employees.

10 **ARTICLE 14: REDUCTION IN FORCE AND CHANGE IN FTE**

11 *Section 14.1. Order of Layoff:* In the event of a reduction in force due to lack of work
12 and/or lack of funds or considerations of efficiency, layoffs shall be by Seniority. Seniority shall be
13 defined as an employee's adjusted service date within a classification. The position(s) to be
14 eliminated shall be at the sole discretion of the Employer. If the Employer determines that an
15 employee possesses a unique skill or abilities which are essential to the operation of the division, the
16 Employer may retain such an employee and need not lay them off under the seniority-based layoff
17 procedure of this Article 14. Prior to initiating any layoff(s) the employer will first seek volunteers
18 from the affected classification. When there are no volunteers, the least senior employee(s) in the
19 affected job classification shall be laid off first; however, in the event of two (2) employees having
20 the same seniority in the affected job classification, ability and skill, shall be the determining factor
21 on retention.

22 If the employee to be laid off (the least senior in the classification) is at a site other than the
23 site where the position will be eliminated, then the vacancy created by the layoff will be filled using
24 the transfer process as outlined in Section 4.4 of this Agreement. If, after having administered the
25 process outlined in Section 4.4, there are no volunteers to transfer to the vacant position (i.e., the
26 position vacated by laying off the least senior employee in the classification), or if the process does
27 not result in the necessary reduction of staff at the site from which the position is eliminated, then the
28 least senior employee from that site (where the position is eliminated) will be transferred to the

1 vacancy resulting from the administration of Section 4.4.

2 Transfers due to layoff under this Section are not subject to the exclusions of 4.4.(1).

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

7 1. The employee to be bumped has less Seniority in the lower classification than the
8 employee who elects to bump; and

9 2. The employee to be bumped is at a lower pay range than the employee who elects
10 to bump; and

11 3. The employee electing to bump has previously completed probation in a lower
12 level bargaining unit classification and performed the duties of the person (including work unit and
13 function) he/she is electing to bump.

14 **Section 14.3. Placement:** The Employer will attempt to place all employees scheduled for
15 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
16 Human Resources Division Director, Department of Executive Services. Additionally, employees
17 may access applicable layoff/recall placement services offered by King County Career Support
18 Services in addition to their recall rights under this Agreement.

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

22 1. The expiration of two (2) years from the date of layoff.

23 2. Re-employment within the County in a comparable position or job class.

24 3. Failure to accept employment in a comparable position or job class or to report to
25 work.

26 4. Failure to appear for a job interview after notification by telephone or by mail
27 addressed to the employee's last address on file with King County.

28 5. Failure to respond within seven (7) days to a communication regarding availability

1 of employment.

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

3 ***Section 14.5. Change in FTE:*** The employer may increase/decrease FTE(s) within the
4 bargaining unit pursuant to the following procedures:

5 1. The employer will notify the union and the site of the need to increase/decrease a
6 position's FTE. The notice will occur as soon as possible but not less than one month prior to the
7 increase/decrease taking effect; provided this provision shall not require the employer to disclose
8 elements of a proposed department budget prior to the transmittal of that proposed budget to the King
9 County Council.

10 2. The employer will solicit volunteers from the site where the increase/decrease is
11 needed. If more than one employee volunteers, management shall select from among those
12 volunteers based upon the knowledge, skills, and abilities, as well as the performance of the
13 employees. Such decision will not be arbitrary or capricious. Employees who volunteered but were
14 not selected for the increase/decrease may request a written explanation for the basis for the selection
15 made.

16 3. If there are no volunteers for the increase/decrease, the least senior employee in the
17 designated classification at the site where the increase/decrease is to occur will be selected for the
18 increase/decrease. Should there be a tie in seniority date among more than one employee at that site,
19 then the employee with the highest King County employee identification number will be selected for
20 the increase/decrease.

21 4. The employee selected for the increase shall be afforded the following options
22 should the increase/decrease in FTE create a hardship for him/her:

23 a. The employee may accept the increase/decrease on an on-going basis and
24 not participate in the layoff/recall program; or

25 b. Accept the increase/decrease in the FTE and participate in the layoff
26 program for referral to comparable positions that become available within two years following the
27 change in FTE; or

28 c. Choose to be laid off on the effective date of the increase/decrease and

1 participate in the layoff/recall program for referral to comparable positions that become available
 2 within two years from the date of layoff; or

3 d. Voluntarily retire or resign and do not participate in the layoff/recall
 4 program.

5 **ARTICLE 15: EDUCATION AND TRAINING**

6 The Health Department and the Union agree continuous upgrading of employee's skills and
 7 knowledge is beneficial to providing quality health care services to the public. The Employer
 8 recognizes the mutual benefit to be attained by affording training opportunities both internally and
 9 externally. Therefore employees covered by this Agreement are encouraged to take advantage of
 10 opportunities available for continuing education. To that end, the Health Department will continue to
 11 have this as a goal, making every effort to allow employees reasonable time, subject to Health
 12 Department staffing needs, to attend training sessions and seminars in their field. Employees covered
 13 by this Agreement will be allowed a minimum of three (3) days of paid time per calendar year for the
 14 purpose of attending job related training requested by the employee and approved by the Health
 15 Department. Effective upon ratification of this Agreement, the County shall provide an education
 16 stipend of up to \$125 per year for Dental Assistants and \$250 per year for Dental Hygienists to attend
 17 County-approved training.

18 **ARTICLE 16: MISCELLANEOUS**

19 *Section 16.1. Transfers:* Employees may transfer to vacant positions on the basis of
 20 seniority in accordance with Section 4.4.(1) of this Agreement. In the event an existing position is
 21 being moved from one location to another (including where a position at one location is assigned to
 22 multiple locations on a regular basis), volunteers for transfer will be sought from among the
 23 employees working in the same classification at the site from which the position is relocating. If
 24 multiple volunteers request the transfer, then the transfer will be conducted on the basis of seniority.
 25 If there are no such volunteers, then the transfer will be conducted on the basis of inverse seniority
 26 from among the employees working in the same classification at the site from which the position is
 27 relocating.

28 Nothing in this provision shall interfere with the employer's right to transfer employees for

1 operational needs (e.g., to mitigate or facilitate the investigation of workplace harassment claims) or
2 for disciplinary reasons: The parties recognize that transfers due to discipline are subject to the
3 grievance procedures and just cause standard under this Agreement. Additionally, the employer
4 agrees to meet with the union upon request to discuss any involuntary transfers.
5 Employees will be notified in writing when a transfer is approved or denied.

6 **Section 16.2. Dental Hygienist License and Dental Assistant Registration Fees:** The
7 Employer shall pay for the Dental Hygienist annual state license fee. Employer will pay all, or a
8 portion of, the Dental Assistant annual state registration fee not to exceed the fee for the annual
9 renewal of the Dental Hygienist license. All Dental Hygienists and Dental Assistants must meet
10 Washington State licensing and registration requirements as a condition of hire and continued
11 employment. Dental Hygienists and Dental Assistants failing to maintain necessary licenses or
12 certifications will be terminated from employment; however, an employee whose license/certification
13 has lapsed will be afforded up to three business days to obtain and submit the necessary proof of
14 having obtained the license/certification. Employees may use vacation or comp time leave during
15 these three days. If the employee is out of vacation or comp time, these days will be unpaid leave.
16 The county will arrange and provide HIV/AIDS training that meets the state's requirement for Dental
17 Assistant Registration for all Dental Assistants employed with the county prior to May 1, 2008.

18 **Section 16.3. Automobile Usage:** An employee covered by this Agreement, who is required
19 by the Employer to provide a personal automobile for use in Employer business on a periodic basis,
20 shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the
21 applicable Ordinance.

22 **Section 16.4. Employee Assistance Program:** An Employee who appears to have a
23 substance abuse, behavioral, or other problem which is affecting job performance or interfering with
24 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through
25 the County Employee Assistance Program.

26 **Section 16.5.** Regular full-time and regular part-time employees covered by this Agreement
27 are entitled to the benefits provided under the King County Transportation Program, including transit
28 passes.

1 **Section 16.6. Bi-weekly Payroll System:** The parties agree the employer has the right to
 2 implement a common bi-weekly payroll system that will standardize pay practices and Fair Labor
 3 Standards Act workweeks. The parties agree that applicable provisions of the Collective Bargaining
 4 Agreement may be re-opened at any time during the life of the Agreement by the County for the
 5 purpose of negotiating these standardized pay practices, to the extent required by law.

6 **Section 16.7. Labor-Management Committee:** The parties agree to form a Labor-
 7 Management Committee that may meet quarterly, if desired.

8 **Section 16.8.** Any bargaining unit members may volunteer to participate in King County
 9 sponsored committees. If selected they shall be entitled to serve on work time.

10 **ARTICLE 17: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

21 **ARTICLE 19: SEPARABILITY**

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

27
28

1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions shall be effective when ratified by King County
3 Council, unless otherwise specified, and covers the period from January 1, 2012 through
4 December 31, 2015.

5
6 APPROVED this 15th day of December, 2013.

7
8
9
10 By: 

11 King County Executive

12
13
14 SIGNATORY ORGANIZATION:

15
16
17 
18 Office & Professional Employees International Union,
19 Local 8

Addendum A
WAGES

Effective upon implementation of this Agreement, Ranges will be
King County 10-step Hourly Squared Schedule

Job Class Code	PeopleSoft Job Code	Classification Title	Range
3331100	334101	Dental Assistant	Range 37
3332100	334201	Dental Hygienist	Range 62

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