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9                                                           **PART B. MODIFICATIONS**

10           The following provisions supersede collective bargaining agreement provisions in effect  
11 between the Union and County covering employees in the Department of Public Health, Seattle and  
12 King County and apply only to Involuntary Commitment Supervisor employees of the Department of  
13 Community and Human Services.

14    **ARTICLE 2: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1           **Section 7.7. Performance Evaluation.**

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

6           **B. Review of Performance Evaluations.** Employees may obtain review of  
7 performance evaluation pursuant to the grievance process of the collective bargaining agreement;  
8 however, such review cannot be advanced to arbitration, the final step being Step 3 at the Office of  
9 Labor Relations review. Additionally, review of performance evaluation will be pursuant to a “clear  
10 and convincing” standard of proof, with the burden on the grievant to demonstrate an unfounded  
11 evaluation score.

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

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

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

19           **B.** Full-time regular and part-time regular employees shall be granted step increases in  
20 salary rate upon completion of the probationary period when hired at the first step of the salary range.  
21 Succeeding step increases shall be granted on January 1 of each year, provided the employee has  
22 attained a 3.0 score on his/her most recent performance evaluation. Term limited Temporary  
23 employees shall receive annual step increases from the date of hire. This provision will take effect on  
24 1/1/11 to reflect a complete evaluation cycle (9/2009 to 9/2010).

25           This provision shall not apply to “provisional” work outside of classification, or temporary  
26 employees (including Term limited Temporary employees); provided, however, for a “short-term”  
27 temporary employee who has worked in excess of 520 straight time hours within the previous twelve  
28 (12) month period, and who is appointed to a regular position without a break in service, work

1 performed within the previous twelve (12) month period shall be counted for purpose of salary step  
 2 placement. An employee who has been reclassified will be given credit for pay step purposes for the  
 3 continuous time worked immediately preceding the reclassification for which he/she was properly  
 4 paid "work outside of classification pay" per Article 9 of the Agreement.

5 **ARTICLE 10: ANNUAL VACATION**

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

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

Full Years of Service		Maximum Total 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 **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

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	Day immediately following
14 Christmas Day	December 25
15 Two (2) Personal Holidays	

16

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.

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

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

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

28 **Section 17.1. Work Week.**



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

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

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

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

10 **PRIORITY**

11           **Section 18.5. Layoff/Recall**

12           **A. Layoff:** Employees laid off as a result of a reduction of work and/or shortage of  
13 funds shall be laid off according to seniority within classification. However, effective September 1,  
14 2011, a less-senior employee will not be subject to layoff under the following conditions:

15                   1. The average of the less senior employee's evaluation scores from the prior  
16 three full-year evaluations is more than 10% above the score of another employee within the  
17 classification with greater seniority. (To calculate the 10% figure, the higher score is reduced by  
18 10%.)

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

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

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

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

8 **ARTICLE 20: GENERAL CONDITIONS**

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

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

14                   **Section 23.3. Training**

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

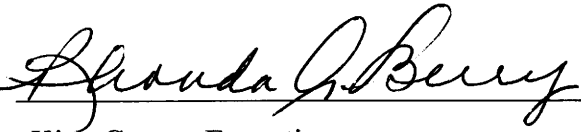
1 **ARTICLE 25: RETIREMENT.**


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

4 **PART C. DURATION OF THIS AGREEMENT**

5 The parties agree that this Memorandum of Agreement shall cover the time period of  
6 January 1, 2011 through December 31, 2012.

7  
8 APPROVED this 2<sup>nd</sup> day of August, 2012.

9  
10 By:   
11 King County Executive

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21 Janet C. Parks  
22 Union Representative  
23 Professional and Technical Employees, Local 17

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5/30/12  
Date