

**AGREEMENT BETWEEN  
KING COUNTY  
AND  
PROFESSIONAL AND TECHNICAL EMPLOYEES  
LOCAL 17**

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1 **AGREEMENT BETWEEN**  
2 **KING COUNTY**  
3 **AND**  
4 **PROFESSIONAL AND TECHNICAL EMPLOYEES**  
5 **LOCAL 17**  
6 **REPRESENTING EMPLOYEES IN THE**  
7 **DEPARTMENT OF PUBLIC HEALTH**  
8 **AND THE**  
9 **DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

10  
11 **PREAMBLE**

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

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

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

25 **Section 1.1. Recognition.** The County hereby recognizes the Union as the exclusive  
26 bargaining representative of Administrative Support Unit, Health Professional and Technical Unit,  
27 Environmental Health Professional Technical Unit, Environmental Health Senior Professional Unit,  
28 Information Systems Professional Unit, Emergency Medical Services Unit, Department of

1 Community and Human Services Unit and Public Health Administrative Support Supervisors Unit as  
2 defined by classifications listed in Addendum A to this Agreement, excluding certain temporary  
3 employees, contract employees, supervisors, managers and confidential employees pursuant to PERC  
4 certifications and County and Union recognition agreements.

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

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

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

18 **Section 1.5. Condition of Employment.**

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

25 **B.** An employee who holds bona fide religious tenets or teachings that prohibit Union  
26 membership or the payment of dues or intake fees to Union organizations or any other reason is  
27 eligible for a religious exemption as determined by the Public Employment Relations Commission,  
28 will pay an amount of money equivalent to regular union dues and intake fees to a charitable

1 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the  
2 Union with written proof that such payments are being made.

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

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

17 The contents of the "Request for Discharge Letter" shall specifically request the discharge of  
18 the employee for failure to abide by Section 5 or Section 6 of this Article, but provide the employee  
19 and the County with thirty (30) calendar days' written notification of the Union's intent to initiate  
20 discharge action, during which time the employee may make restitution in the amount which is  
21 overdue. Upon receipt of the Union's request, the Public Health Human Resources Manager shall  
22 give notice in writing to the employee, with a copy to the Union and the DES, Human Resources  
23 Division, Labor Relations Section that the employee faces discharge upon the request of the Union at  
24 the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter"  
25 and that the employee has an opportunity before the end of said thirty (30)-calendar day period to  
26 present to the Public Health Human Resources Manager any information relevant to why the Public  
27 Health Department should not act upon the Union's written request for the employee's discharge.

28 In the event the employee has not yet fulfilled the obligation set forth within Section 5 or

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

13 **Section 1.8. Bargaining Unit List.** Once each calendar year in September and upon request,  
14 the County will provide the Union with a current listing of all employees within the bargaining units.  
15 The list shall include the name of the employee, the employees' classification, and seniority within  
16 the bargaining unit, seniority within the employees' current classification, classification date,  
17 division, job location, and salary.

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

23 **Section 1.10. Step Placement in Lieu of Temporary Employee Premium Pay.** Eligible  
24 temporary employees (those who were employed by the Department of Public Health on or before  
25 August 1, 2001) shall be paid at Step 6 of their applicable pay range in lieu of their continued  
26 compensation of fifteen (15) percent of base salary in lieu of leave benefits for each hour worked.  
27 These "short-term" temporary employees shall continue to be paid at Step 6 of the range until such  
28 time as they (a) terminate employment with the County; (b) change employment status to County

1 term-limited temporary, provisional, probationary, part-time regular or full-time regular employee;  
2 (c) cease to be represented by the Union. Temporary employees hired after August 1, are not eligible  
3 for premium pay nor step placement in lieu of premium pay. "Short-term" temporary employees who  
4 are receiving the premium on or before August 1, 2001 who are removed from the payroll and are  
5 subsequently returned to the payroll in the same classification as that of which they left within twelve  
6 (12) months of removal will be placed at step six (6) of the applicable pay range. The Director of  
7 Public Health may approve any exception of the above Step 6 placement in writing with notice to the  
8 Union.

9 **ARTICLE 2: MANAGEMENT RIGHTS**

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

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

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

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

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

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

16           **Section 2.6. Public Employment Programs.**

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

28           B. The Department shall have the right to implement new public employment

1 programs or expand its current programs beyond what exists as of the signature date of this  
2 Agreement. Where such implementation or expansion involves bargaining unit work and results in a  
3 significant departure from existing practice, the Department shall give thirty (30) days advance  
4 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the  
5 Department shall engage in discussions with the Union on concerns raised by the Union.  
6 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public  
7 employment program which involves the performance of bargaining unit work with the Department,  
8 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees  
9 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by  
10 this Agreement which recently had been occupied by a regular full-time employee that performed the  
11 specific bargaining unit work, now being or about to be performed by an individual under one of the  
12 Department's public employment programs.

13 **Section 2.7. Payroll Reopener Language.** The parties agree the County has the right to  
14 implement a common biweekly payroll system that will standardize pay practices and Fair Labor  
15 Standards Act workweeks. The parties agree that applicable provisions of the collective bargaining  
16 agreement may be re-opened at any time during the life of this agreement by the County for the  
17 purpose of negotiating these standardized pay practices, to the extent required by law.

### 18 **ARTICLE 3: EMPLOYEE RIGHTS**

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

22 **Section 3.2. Personnel Files.** The employees covered by this Agreement may examine their  
23 personnel files in the Department's Human Resources Office in the presence of the Department of  
24 Public Health Human Resources Manager or a designee. In matters of dispute regarding this section,  
25 no other personnel files will be recognized by the County or the Union except that supportive  
26 documents from other files may be used. Materials to be placed into an employee's personnel file  
27 relating to job performance or personal conduct or any other material that may have an adverse effect  
28 on the employee's employment shall be reasonable and accurate and brought to his or her attention



1 with copies provided to the employee upon request. Employees who challenge material included in  
2 their personnel files are permitted to insert material relating to the challenge.

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

9 **Section 3.4. Performance Standards.** Performance standards used to measure the  
10 performance of employees shall be reasonable. The hiring authority and the employee should  
11 communicate performance standards at the time of hire, with any change in job duties, and as  
12 appropriate.

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

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

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

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

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

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

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

8 **ARTICLE 4: NONDISCRIMINATION**

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

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

16 **ARTICLE 5: GRIEVANCE PROCEDURE**

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

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

25           **Section 5.3. Grievance Hearing Schedule.** Grievance hearings shall be held within 15  
26 working days of the filing of the step, provided the parties have received information request  
27 materials prior to the hearing date. Requests and granting of extensions shall be made in writing to  
28 the parties' representatives and include the date of the hearing. The intent of the parties in this

1 section is to complete the timely resolution of grievances.

2       **Section 5.4. Grievance Processing Release Time.** Grievances processed through Step 3 of  
3 the grievance procedure are to be heard during normal work hours and no employee shall receive  
4 compensation beyond normal working hours while attending grievance meetings unless stipulated  
5 otherwise by the parties. Release time under this section shall include a reasonable amount of time  
6 (not to exceed 30 minutes) before and/or after the hearing, provided it occurs during normal working  
7 hours.

8       **Section 5.5. Grievance Process.** Employees will be unimpeded and free from restraint,  
9 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

10       Probationary employees shall not have the right to pursue grievances over dismissal but shall  
11 be able to pursue grievances as otherwise provided. Regular employees reverted during a  
12 probationary period shall not have the right to pursue grievances over reversion but shall be able to  
13 pursue grievances as otherwise provided.

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

15       **Section 5.6. Definition.** Any dispute arising during the term of this Agreement between the  
16 County and the Union or between the County and any employee covered by this Agreement  
17 concerning the interpretation, application, claim of breach or violation of the express terms of this  
18 Agreement shall be deemed a grievance.

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

21       Any time limits agreed to in the grievance procedure may be extended for stated periods of  
22 time by the appropriate parties by mutual agreement in writing. Failure by an employee or the Union  
23 to comply with any time limitation of the procedure of this Article shall constitute withdrawal of the  
24 grievance.

25       **Section 5.7. Grievance Steps.**

26       **Step 1: Immediate Supervisor.** A grievance shall be presented in writing by the  
27 aggrieved employee and Union steward/representative to the employee's immediate supervisor  
28 within ten (10) working days of the alleged contract violation. The grievance notice shall be dated