

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

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 Bargaining Unit Members 2015-2016

1 **PREAMBLE**

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

8 **PURPOSE**

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

16 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **ARTICLE 2: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

15 **ARTICLE 3: NON-DISCRIMINATION**

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

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

24 **ARTICLE 4: EMPLOYMENT PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

1 shall not exceed twelve months in any case.

2 **ARTICLE 5: HOURS OF WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 6: HOLIDAYS**

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

4

5 New Year's Day	January 1
6 MLK 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

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16 **Section 6.2. Personal Holidays.** Each employee shall receive two (2) additional personal
17 holidays to be administered through the vacation plan. These days can be used in the same manner as
18 any vacation day earned. Administration of this benefit shall be consistent with King County
19 Ordinance. One personal holiday shall be added to the vacation leave bank in the pay-period that
20 includes the first day of October and one personal holiday will be added in the pay-period that
21 includes the first day of November of each year.

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

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

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