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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3: NON-DISCRIMINATION

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

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

ARTICLE 4: EMPLOYMENT PRACTICES

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

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

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

receipt of the request.

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

Section 4.3. Employer Policies:

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

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

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

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

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

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

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

ARTICLE 5: HOURS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provisions of the FLSA.

ARTICLE 6: HOLIDAYS

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

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

Section 6.2. Holiday Pay

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

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

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

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

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

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

ARTICLE 7: VACATION

Section 7.1. Accrual:

Section 7.1.(a). All benefit eligible employees shall accrue vacation benefits for each hour in 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

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

Section 7.2. Use of Accrued Vacation:

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

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

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

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

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

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

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

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

ARTICLE 8: SICK LEAVE

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

Section 8.2. Use of Accrued Sick Leave:

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

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

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

Section 8.3. Sick Leave Payment:

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: RATES OF PAY

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

Section 9.2. Pay Increases

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

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

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

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

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

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

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

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

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

ARTICLE 10: LEAVES OF ABSENCE

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

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

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

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

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

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

Section 10.5. ***Military Duty:***

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

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

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

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

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

circumstances, grant an extension beyond one year.

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

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

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

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

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

Section 10.7. Industrial Accident Leave:

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

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

ARTICLE 11: DISPUTE RESOLUTION PROCEDURE

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

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

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

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

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

Step 1. Immediate Supervisor:

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

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

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

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

grievance.

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

Step 2. Division Director:

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

Step 3. Labor Relations:

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

Step 4. Grievance Mediation:

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

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

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

If either party does not accept an advisory opinion, the matter may then proceed to arbitration; the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing said or done by the parties or the mediator during the grievance mediation session can be used against them during the arbitration proceedings.

Step 5. <u>Arbitration:</u>

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

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

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

1.) Oral or Written Reprimands:

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

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

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

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

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

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

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

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

ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS

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

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

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

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

ARTICLE 13: HEALTH AND SAFETY

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

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

ARTICLE 14: REDUCTION IN FORCE AND CHANGE IN FTE

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

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

vacancy resulting from the administration of Section 4.4.

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

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

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

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

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

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

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

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

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

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

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

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

of employment.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15: EDUCATION AND TRAINING

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

ARTICLE 16: MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

ARTICLE 17: MANAGEMENT RIGHTS

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

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

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

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

ARTICLE 19: SEPARABILITY

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

ARTICLE 20: DURATION

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

APPROVED this 4th day of December, 2013.

By: _____

King County Executive

SIGNATORY ORGANIZATION:

_____

Office & Professional Employees International Union, 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