AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17

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AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL 17
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF PUBLIC HEALTH
AND THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

PREAMBLE

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

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

ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES

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

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

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

Section 1.3. Payroll Deduction. The County agrees to deduct from the paycheck of each employee, who has so authorized it, the regular intake fee and regular monthly dues (or agency fees) uniformly required of members of the Union. The amounts deducted shall be transmitted per pay period 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 County.

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

Section 1.5. Condition of Employment.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: MANAGEMENT RIGHTS

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

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

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

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

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

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

Section 2.6. Public Employment Programs.

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

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

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

Section 2.7. Payroll Reopener Language. The parties agree the County has the right to implement a common biweekly 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 this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 3: EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4: NONDISCRIMINATION

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

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

ARTICLE 5: GRIEVANCE PROCEDURE

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

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

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

section is to complete the timely resolution of grievances.

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

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

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

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

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

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

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

Section 5.7. Grievance Steps.

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

and shall include the date of the incident, the issue(s), and the due date (ten (10) working days) for the immediate supervisor's response. After consulting with the Manager, the immediate supervisor shall attempt to resolve the matter and notify the employee or Union representative in writing within ten (10) working days of receipt of the grievance. If requested by either party, the parties will meet to review the grievance and the supervisor's response timeline will be 10 working days from the grievance meeting.

If the employee and Union steward/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, it shall be presumed withdrawn by the Union.

Step 2: Division Manager. If the grievance is not resolved at Step 1 or is filed initially at Step 2, the employee and Union steward/representative shall present the grievance in writing, specifying the section(s) of the contract allegedly violated and the remedy sought. The grievance shall then be presented to the Division Manager, or Assistant Division Manager acting in capacity of the Division Manager for investigation, discussion and written reply. The Division Manager, after consulting with the Department Director or designee, shall make a written decision and present it to the aggrieved employee and/or Union representative with a copy mailed to the Union within ten (10) working days after receipt of the Step 2 grievance. If requested by either party, the parties will meet to review the grievance at Step 2 and the Division Manager's (or designee's) response timeline will be 10 working days from the grievance meeting.

If the employee and Union steward/representative have not received a response at Step 2 within the time frames listed above, the grievance may be elevated to Step 3. If the grievance is not pursued to the next higher level within ten (10) working days from the Union's receipt of the Division Manager's written response, it shall be presumed withdrawn by the Union.

Step 3: Office of Labor Relations. If the decision of the Division Manager has not resolved the grievance, the grievance shall be presented to the Director of the Office of Labor Relations (OLR) or his/her designee. The Director or his/her designee shall not have been a participant at the Step 1 or Step 2 meeting.

Within fifteen (15) working days following notification by the Union, the OLR Director or his/her designee shall convene a hearing for the purpose of resolving the grievance. Both parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed. The OLR Director or his/her designee shall render his or her written decision within ten (10) working days of the hearing. If the grievance is not pursued to the next higher level within thirty (30) calendar days from the Union's receipt of the OLR Director's/designee's written response, it shall be presumed withdrawn by the Union.

Step 4: Mediation-Arbitration. Should the decision of the OLR Director or his/her designee not resolve the grievance to the satisfaction of the Union or the Department, either the Union or the Employer may request mediation-arbitration within thirty (30) calendar days of the Union's receipt of the Step 3 decision. Grievances relating to oral or written reprimands shall not be appealed beyond Step 3. The request for mediation-arbitration must specify:

A. Section(s) of the Agreement allegedly violated;

B. Nature of the alleged violation;

C. Remedy sought; and

D. The avenue of appeal selected (i.e., mediation or arbitration).

Upon receipt of an appeal for mediation, the Director of OLR or his/her designee shall work with the Union to seek the assistance of the Public Employment Relations Commission or another mutually agreed upon mediator, in an attempt to resolve the grievance. The parties will seek to schedule the mediation hearing within thirty (30) days of the Union's appeal for mediation. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the County. In the event the grievance is not resolved, evidence or concessions agreed to or offered by the opposing party during mediation shall not be admissible at the subsequent hearing, unless such admission is agreed to by both parties.

If the grievance is not resolved through mediation, the parties may further appeal the grievance to arbitration, as set forth below. Such appeal must be filed within ten (10) working days of receipt of the mediation or mediator's advisory opinion, whichever is later.

The Union and the County shall agree on a list of five (5) arbitrators. In the event that the parties are unable to agree upon this list of arbitrators, then such list shall be requested from the American Arbitration Association. The arbitrator will be selected from the list by the Department representative and the Union alternately striking a name from the list until only one remains.

In connection with any arbitration proceeding held pursuant to the Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The decision of the arbitrator shall be final, conclusive and binding upon the County, the Department, the Union, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the Department and the Union. Each party shall bear the cost of presenting its own case including the cost of any witnesses appearing on that party's behalf. Each party will bear the cost of their own attorney and representative fees regardless of the outcome of the hearing.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the hearing is completed.

5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

There shall be no strike, cessation of work or lockout during hearings or arbitrations.

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being fourteen (14) calendar days or less prior to the initial filing of the grievance.

Section 5.8. Personnel Board Appeals. An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the contractual grievance procedure contained herein or disciplinary appeals under the King County Personnel System. The parties agree that the King County Personnel Board shall have jurisdiction to resolve such disputes.

Under no circumstance may an employee use both the contractual grievance procedure and a personnel system appeal procedure relative to the same action. If there are dual filings with the grievance procedure and a personnel system appeal procedure, the Department will send notice of such filings by certified mail to the employee(s) and the Union. The Union will notify the Department by certified mail within fifteen (15) calendar days from the date of receipt of the notice if it will use the contractual grievance procedure. If no such notice is received by the Department, the contractual grievance action shall be deemed to be withdrawn.

ARTICLE 6: WORK STOPPAGES

The County, Department, and Union agree that the public interest requires the efficient and uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown, or other interference with County and/or Department functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strike, slowdown, or other interference with County and/or Department functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the County and/or Department, including but not limited to, the recovery of any financial losses suffered by the County and/or Department.

ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND APPEALS

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

Initial Probationary Period: Except as provided in Section 6 below, a six (6)-month trial period of employment following an initial regular appointment to a career service bargaining unit position (This includes transfers from outside of the department).

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

Section 7.2. Probationary Period/Status of Employee. Employees who are hired for career

service positions from an eligible register shall serve a probationary period of six (6) months, at which time they shall become regularly appointed employees.

Employees who are rehired after separating for any reason (voluntary or involuntary) from employment with the Department of Public Health shall be required to serve the six-month probationary period upon rehire; provided, however, an employee who has been separated by reason of layoff or medical separation, shall not have to serve a probationary period upon rehire if the employee is rehired within one year of separation and the rehire is to a position that is in the same classification and the same Division from which the employee was separated.

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

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

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

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

Section 7.3. Probationary Period/Dismissal. An employee may be dismissed during the initial probationary period after having been given written notice. The reasons for the dismissal shall be filed with the Office of Labor Relations Director, or designee, and a copy sent to the Union.

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

Section 7.4. Probationary Period/Promotion. A regular employee who is promoted from an eligible register to a position in a higher-paid classification shall serve a six (6)-month probation period.

A. The probationary period shall provide the Department with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position.

B. An employee who has been promoted from one classification in a County department to another classification in the Department and who fails to satisfactorily complete the probation period shall be given fifteen (15) calendar days written notice prior to being returned to his/her former classification subject to any applicable County personnel rules or collective bargaining agreement provisions.

C. An employee's probation period may be extended up to three (3) additional months by written mutual agreement between the Department, the employee, and the Union, prior to expiration of the initial six (6)-month probationary period.

D. Employees who fail probation and are returned to their previous classification during probationary period shall not have the right to appeal the reversion.

E. If an employee elects not to accept an offer of employment in a position essentially the same that the employee previously held, the employee's name shall be removed from the Public Health Reversion Register.

F. This section shall be applicable only to those Public Health positions which are covered by this Agreement.

G. Upon appointment from a Reversion Register a Public Health employee shall be paid at the step of the range which he/she normally would have received had he/she not been promoted.

Section 7.5. Transfers During Probationary Period. If a probationary employee is transferred in the same classification from a County department to the Department, the Department may, with approval of the Human Resources Division Director of DES, or designee, require that a complete six (6)-month probationary period be served.

A. If a probationary employee in the County or Public Health is transferred to a different classification in the Department, the employee shall serve a complete six (6)-month probationary period in the new classification. If a regular employee in the County or Public Health is transferred to a different classification in Public Health, the employee shall serve a complete six (6) -

month probation period in the new classification.

B. Within the Department, if a regular employee is regularly appointed to a higher classification while serving in a probationary period, the probationary period for the lower classification and the new probationary period for the higher classification shall overlap, provided that the higher and lower classifications are in the same or a closely related field. The employee shall complete the terms of the original probationary period and be given regular status in the lower classification.

C. Within the Department, if a probationary employee is regularly appointed to a higher classification while serving in a probationary period, the initial probationary period and the new probationary period for the higher classification shall overlap, provided the higher and the lower classifications are in the same or a closely related field. The employee shall complete the term of the original probationary period and be given regular standing in the lower class. In such cases where the probationary period is longer than the probationary period for the higher classification, the probationary period shall continue to run for the full duration of its original term and be applicable to both the lower and the higher classification.

Section 7.6. Health and Environmental Investigator I Probation.

A. Promotion. The Union and the County agree that career service employees occupying the bargaining unit position of H&EI I will be promoted to H&EI II upon successful completion of the twelve (12) month probationary period.

B. Certification Requirement. The Union acknowledges the County's right to require that successful completion of probation will include, but is not limited to, the possession of a Certificate of Registration as a Registered Sanitarian (RS) or as a Registered Environmental Health Specialist (REHS) certificate issued by the Washington State Board of Registered Sanitarians or National Environmental Health Association. Possession of the "In-Training" status of the RS or REHS shall be sufficient to satisfy the certification requirement.

C. Probation Extension. The Union and the County acknowledge that in the event a H&EI I is unable to obtain the RS or REHS within one year of hire, the employee's initial probation period may be extended for up to six (6) additional months as provided in Article 7 of this agreement.

D. Unsuccessful Probation. The Union and the County acknowledge that failure to complete successfully the probation requirements of the H&EI I shall result in a probationary separation pursuant to this Article of the agreement.

Section 7.7. Performance Evaluation.

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

B. Appeal of Performance Evaluation. Within 10 working days after the receipt of the final performance evaluation, the employee may appeal the evaluation in writing, to the Division Director/Manager. (A performance evaluation is considered final when the supervisor has signed the appraisal document.) The written request should include the date of the evaluation, name of the supervisor who performed the evaluation, the date the evaluation was received, the specific ratings or comments which the employee believes are incorrect, the proposed ratings or comments the employee believes should be made on the evaluation, and facts substantiating the changes requested. The employee should retain a copy of this appeal and send the original to the Division Director/Manager. Upon receipt of the appeal, the Division Director/Manager will have 15 working days to meet with the employee and sustain or change the performance evaluation and notify, in writing, the employee of the decision. In the case of a change to the evaluation, a copy of the revised evaluation is to be included with the decision. In the event the issue is not resolved by the Division Director/Manager (including a failure to meet the timeline), the employee may, within 10 working days, file for appeal with the Department Director (or designee). The Department Director (or designee) will meet with the employee within 15 working days. The Department Director (or designee) will notify, within 5 working days of the meeting, the employee of the outcome and issue a written decision. The Department Director's (or designee's) decision to sustain or change the performance evaluation will be final. In no event shall a failure to timely respond be construed as resulting in implementation of the change sought by the employee.

C. Management's Rights. Notwithstanding the provisions in paragraphs A and B of

this section, the Union recognizes the County's and the Department's right to establish and/or revise the Department's performance evaluation system. In establishing new and/or revising the performance evaluation system, the Department shall, prior to implementation, discuss said changes in a Labor/Management meeting.

Section 7.8. Credit Towards Probation for Previous Service in Classification. When an employee is reclassified to a higher classification, or if an employee has performed the duties of a higher classification in a special duty or temporary capacity, the Employer may allow continuous time spent performing work of the higher classification to apply to the probationary requirement (e.g., three months of prior service may apply to the probationary period so that only three months remain to be served to fully satisfy the probationary period).

ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY

Section 8.1. Wages and Total Compensation. The wage rates for the positions covered by this Agreement shall be as set forth in Addendum A. The parties agree to meet prior to July 1, 2014, for the purpose of reopening items in this Agreement identified and agreed to by King County and the King County Coalition of Unions on the subject of total compensation.

Section 8.2. 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 to cost-of-living adjustments as follows:

2011 - No cost-of-living-adjustment for 2011.

2012 - Effective January 1, 2012 employees shall be eligible to receive 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). Zero percent (0%) floor and no ceiling.

2013 - Effective January 1, 2013 employees shall be eligible to receive 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). Zero percent (0%) floor and no ceiling.

2014 - Effective January 1, 2014 employees shall be eligible to receive 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). Zero percent (0%) floor and no ceiling.

Economic and Fiscal Conditions Reopener. The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

The method for calculating the COLA is as follows:

Step 1: Determine the average of the 6 bi-monthly Seattle CPI values (Series: CWURA423SAO) from August 2011 to June 2012 by dividing by 6.

Step 2: Apply the same computation method used in Step 1 to the values from August 2010 to June 2011 and determine the average.

Step 3: Take the difference between Step 1 and Step 2 and divide by results of Step 2.

Step 4: Convert into a percentage.

Step 5: Multiply percentage by 95% to get final COLA figure. For 2013, this results in an increase of 3.09%.

Section 8.3. The County agrees that it shall consult with the Union and allow the Union at least fourteen (14) calendar days to comment before it makes changes in the class specifications covering the classifications listed in Addendum A, unless a longer comment period is agreed to in writing by the Union and the County; provided, however, the County agrees it will not make any changes in said class specifications that would result in the elimination of jurisdiction of the Union. The County will notify the Union of its final determination prior to the adoption of any modified specification.

Section 8.4. The County and the Union agree that when the duties and responsibilities of a

position within the bargaining unit change dramatically during the term of this Agreement, the effect of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations upon the request of either party. Such negotiations shall commence at the earliest possible date thereafter.

Section 8.5. Classification Studies.

A. If the duties and responsibilities assigned to a position change to the extent that a reclassification of the position is deemed appropriate by the DES, Human Resources Division Director, or designee, the career service employee in the position shall be entitled to continue therein with the classified status that the career service employee had in the position prior to its reclassification, provided the employee meets the minimum qualifications for the reclassified position. In instances where the reclassification results in a promotion, a competitive examination will not be required, unless such reclassification is shown to be an obvious attempt to circumvent promotional opportunities.

B. A position audit request may be initiated by the career service employee, Department Director, or Human Resources Division Director of DES, or designee. Any resultant reclassification shall be made effective on the first day of the pay period following the date the completed position description questionnaire was received by DES, Human Resources Division Director, or thirty (30) calendar days following the day the employee signed the position description questionnaire, whichever is less.

C. Classification Appeals. All parties to this Agreement agree that all disputes relating to classifications will first be submitted to the Human Resources Division Director of DES for a determination. If the Union disagrees with the Human Resources Division Director's findings, it may, within thirty (30) days, submit the classification issue to a neutral third party for a decision. The neutral party chosen by the Human Resources Division Director of DES, or designee, and the Union Representative of Local 17 and the cost of the neutral shall be borne equally by the Department and the Union. The decision of the classification neutral shall be binding on all parties. All classification issues (other than jurisdictional) shall be presented to the classification neutral, and will not be subject to the King County Personnel Board, or binding arbitration. The panel shall meet

within thirty (30) days of the submission of the appeal. If the parties are unable to agree on a neutral each side shall submit a name and one name shall be drawn by lot.

Section 8.6. Position Classification.

A. Every position in the bargaining unit shall be classified at the direction of the County and allocated to its appropriate class in accordance with the character, difficulty, and responsibility of its designated duties. Positions shall be allocated to a given class when:

1. The same descriptive title may be used to designate each position in the class;

2. The same level of education, experience, knowledge, ability, and other qualifications may be required of incumbents;

3. Similar tests may be used to select incumbents;

4. One schedule of compensation will apply with equity under substantially the same employment conditions.

B. All classes involving the same character of work but differing as to level of difficulty and responsibility shall be assembled into a class series.

C. Compensation or salary shall not be the sole factor in determining the classification of any position or the standing of any incumbent.

D. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all-inclusive or restrictive, and an example of a typical task or a combination of two or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.

E. No one whose position has been allocated to its appropriate class shall be assigned or required to perform duties generally performed by persons holding positions in other classes, except in case of emergency or for limited periods of time when approved by the DES, Human Resources Division Director, or designee, provided that nothing in this provision shall be construed

as preventing the assignment of duties of a higher rank as part of a training period, or for relief periods; and provided, further, the clause in any specification "and to perform related work as required" shall be liberally construed.

F. A career service employee may be assigned to a position which carries additional salary and limited additional duties or responsibilities and is within the scope of the specification for the class from which assignment is made, as determined by the DES, Human Resources Division Director, or designee. If the duties of a position are beyond the scope of the specification for the base class, as determined by the DES, Human Resources Division Director, or designee, such position must be separately classified and eligibility established by examination. A career service employee assigned from the base classification to a higher classification within the base classification shall begin a six-month probation period in the classification and, upon completion of the probation period, shall have regular standing at the level to which assigned.

Section 8.7. Status upon Reclassification.

A. Whenever the title of a class is changed without a change in duties or responsibilities, the incumbent shall have the same status in the retitled class as she/he held in the former class.

B. When a position is reclassified to a class of a higher level, the DES, Human Resources Division Director, or designee, may grant the incumbent of the position the same status in the new class as he had in the former class, if he/she finds:

1. That the reason for the reclassification of the position is the gradual accretion of new duties and responsibilities over a period of six (6) months or more immediately preceding the effective date of said reclassification; and

2. That such accretion of duties has taken place during the incumbency of the individual in said position. The Human Resources Division Director of DES, or designee, before recognizing the status of an incumbent under the above circumstances, may require such evidence of the incumbent's qualifications and fitness, and may conduct hearings, investigations, and/or qualifying examinations, as he/she deems warranted.

C. Whenever a position is reclassified from one class to a higher class and the

conditions in Section 7.(B) above are not met, the incumbent shall not continue in the position, except temporarily, unless he/she gains eligibility for the new class by examination and receives an appointment thereto in accordance with this Agreement.

D. In the event a position which is a recognized assignment is changed to a separate examined class, the incumbent who has regular standing in the class from which assignment was made shall be recognized in the new class with the same standing the employee had in the base class from which formerly assigned.

E. Whenever a position is reclassified from one class to a lower class, the regular incumbent may, with the concurrence of the Public Health Director and the DES, Human Resources Division Director, or designee, elect to take a voluntary reduction to the lower class; or at his option and with the concurrence of the Public Health Director and the DES, Human Resources Division Director, or designee, he/she may remain in the reclassified position for a temporary period as limited by the DES, Human Resources Division Director, or designee, only until he/she can be transferred to another position in the class in which he/she has regular standing.

Section 8.8. Step Placement.

A. Every full-time regular, part-time regular and term-limited temporary employee upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the position. When this results in an inequity, or when it becomes necessary because of difficulties in recruitment, payment other than the first step may be authorized by the Department Director. The Union shall be notified whenever, a full-time regular, part-time regular and term-limited temporary employee covered by the Agreement is paid at "other than the prescribed step" as described above.

B. A full-time regular, part-time regular and term-limited temporary employee shall be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual service" when hired at the first step of the salary range. Succeeding automatic step increases shall be granted after twelve (12) months of "actual service" from the date of eligibility defined in terms of one (1) month's service for each month of full-time employment, including paid absences.

This provision shall not apply to "provisional" work outside of classification, or temporary employees; provided, however, for a "short-term" temporary employee who has worked in excess of

520 straight time hours within the previous twelve (12) month period, and who is appointed to a regular position without a break in service, work performed within the previous twelve (12) month period shall be counted for purpose of salary step placement. An employee who has been reclassified will be given credit for pay step purposes for the continuous time worked immediately preceding the reclassification for which he/she was properly paid "work outside of classification pay" per Article 9 of the Agreement.

C. For full-time regular, part-time regular and term-limited temporary employees assigned salary steps other than the beginning step of the salary range, subsequent salary increases within the salary range shall be granted after twelve (12) months of "actual service" from the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary range established for the class.

D. In determining "actual service" for advancement in salary step, absence due to sickness or injury for which the employee does not receive compensation may, at the discretion of the DES, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the DES, be credited at the rate of fifteen (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for which an employee is compensated by Industrial Insurance or Charter disability provisions shall not be considered absence. An employee who returns after layoff, or who is reduced in rank to a position in Public Health, may be given credit for such prior service.

E. Any increase in salary based on service shall become effective upon the first day immediately following completion of the applicable period of service.

F. Temporary Employee Pay. "Short term" temporary employees shall be paid for all hours worked at the first pay step of the hourly rate of pay set forth within Addendum A covering the classification of work in which he/she is employed. The Director of Public Health must approve any exception in writing with notice to the Union.

G. Changes in Incumbent Status Transfers. An employee transferred to another position in the same class or having an identical salary range shall continue to be compensated at the same rate of pay until the combined service requirement is fulfilled for a step increase, and shall

thereafter receive step increases as provided in Section 8.(B).

H. Promotions. A career service employee appointed to a position in a class having a higher maximum salary shall be placed either in the first step of the new salary range or at the step which is the equivalent of two (2) steps (approximately five (5) percent) more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new range. This shall apply only to appointments of employees from full-time regular and part-time regular positions and shall not apply to appointments from positions designated as "provisional" or to temporary assignments providing pay over regular salary while so assigned.

I. A career service employee demoted because of inability to meet established performance standards from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary step in the lower range determined as follows:

1. If the rate of pay received in the higher class is above the maximum salary for the lower class, the employee shall receive the maximum salary of the lower range.

2. If the rate of pay received in the higher class is within the salary range for the lower class, the career service shall receive that salary rate for the lower class which, without increase, is nearest to the salary rate to which such employee was entitled in the higher class; provided that the employee shall receive not less than the minimum salary of the lower range.

J. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he was entitled in his former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee has completed twenty-five (25) years of service with the County and within five (5) years of a previous reduction in lieu of layoff to a position in a class having a lower salary range, the employee shall receive the salary he or she was receiving prior to such second reduction as an "incumbent" as long as he or she remains in the position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

K. When a position is reclassified to a new or different class having a different salary range, the employee occupying the position immediately prior to and at the time of reclassification

shall receive the salary rate which shall be determined in the same manner as for a promotion; provided that, if the employee's salary prior to reclassification is higher than the maximum salary of the range for such new or different class, he shall continue to receive such higher salary as an "incumbent" for so long as he remains in such position or until the regular salary for the classification exceeds the "incumbent" rate of pay.

Section 8.9. Shift Differentials.

Night Shift - A bargaining unit employee scheduled to work in a 24-hour facility or site which is staffed for 24-hour operation shall receive a $.75 per hour night shift differential for all scheduled hours worked during the hours between 10:00 p.m. to 7:00 a.m.

Evening Shift - A bargaining unit employee shall receive a $.50 per hour evening shift differential for all hours worked after the normal business hours of 5:00 p.m.

Shift differential pay does not apply to employees on alternative schedules as provided in Article 17.2 of this Agreement. The above differentials shall be applied to overtime rates consistent with the FLSA and shall apply to time worked as opposed to time off with pay and therefore, for example, the differentials shall not apply to sick leave, vacation, holiday pay, funeral leave, etc.

Section 8.10. 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 anytime. 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.

Employees who receive the pay shall be required to take a language interpreter certification provided by Washington State. Employees who at the time this Agreement is implemented that do not possess the language interpreter certification shall have one year to acquire the certification. During the one year period employees shall be compensated the premium rate of pay. The Department shall pay for the exam fee and paid release time to take the exam.

Section 8.11. Bilingual Positions. In the interest of creating a more client-centric environment, Local 17 and the County agree to recognize certain key positions, in the Medical

Assistant, Nutrition Assistant and Administrative Specialist 2 (AS II) classifications, at Public Health Centers as dedicated bilingual positions.

These positions will be hired with a requirement of not only proficiency in the classification but a bilingual ability. It is the intent of the County to fill only vacancies with these positions – there will be no forced transfers or layoffs to create open bilingual positions. The positions are limited to the Community Health Services Division and the Tuberculosis (TB) and Sexually Transmitted Disease (STD) clinics in the Prevention Division (currently located in Harborview). A limited number of positions at each center (satellite locations are considered part of the center that supports them) will be as follows:

- At Downtown, Columbia, Eastgate and North Public Health Centers there may be 7 total positions with no more than 4 AS II positions designated as bilingual.
- At all other Public Health Centers, there may be 3 total positions with no more than 2 AS II positions dedicated as bilingual.
- The STD and TB clinics will each be limited to 3 positions with no more than 2 AS II positions dedicated as bilingual.

If Public Health Centers are merged, without a corresponding reduction in staffing, then there will be no decrease in the number of bilingual positions as existed prior to the merging of the sites.

In the event of layoff, bilingual positions may be bumped by classification only if the employee bumping meets the language requirement for the position. Bilingual position holders must bump within the bilingual positions first then, once those opportunities are exhausted, may bump into other positions in the classification description.

Bilingual positions will be compensated at 2.5% above the base rate of pay.

Section 8.12. Student Preceptor Assignment. A Preceptor is a Social Worker, Pharmacist, Nutritionist, or Medical Technologist with at least one year of continuous relevant experience who is assigned in writing the specific responsibility for planning, organizing, teaching, and evaluating the new skill development of a student intern employed by the Department who is participating in a specific Preceptor Program. Inherent in the Preceptor role is the responsibility for specific, criteria-based, and goal directed education for a defined time period. Employee's assigned as preceptors

shall receive $1.00 (one dollar) per hour more than their normal hourly rate.

ARTICLE 9: SPECIAL DUTY

Section 9.1.

A. Pursuant to KCC 3.15.140, as amended, full-time regular or part-time regular employees may be assigned to temporarily work in an existing higher-level classification (Special Duty). Whenever a full-time regular or part-time regular employee is assigned by the Department Director or designee to perform the duties of a higher paid classification he/she shall be paid either in the first step of the new salary range or at the step which is the equivalent of two (2) steps (approximately five (5) percent).

Section 9.2. Work in a Lower Classification. Full-time or part-time employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

Section 9.3. Leave Benefits for Employees Working Outside of Classification. If a full-time regular or part-time regular employee is assigned by the Department Director or designee, pursuant to this Article, to perform the duties of a higher classification on a continuous basis in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

Section 9.4. Lead Worker.

A. Lead Worker Duties. Full-time or part-time employees may receive Lead Worker pay for the duration of the assignment or until properly assigned to Special Duty pursuant to Section 1 above only for work performed where a higher-level classification does not exist.

Section 9.5. Rotation of Work Outside of Classification. The purpose of special duty assignments is to provide necessary backfill of vacant positions or perform necessary short-term work projects. However, the County and the Union recognize that special duty assignments can have a potential career development benefit to employees by enhancing experience for those wishing to advance in their career path. Therefore, when possible, special duty assignments will be made to a full-time regular or part-time regular employee on a rotation basis among qualified employees in the Department. A normal rotation shall be no longer than six (6) months. An employee shall not serve

more than two (2) rotations unless there are no other qualified employees, there are no volunteers or in the judgment of the Department, it would be in the best interest of the County for the assignment not to be rotated. The justification not to rotate after the first rotation will be provided to the employee and the union prior to the second rotation.

Assignments made under this section that extend beyond thirty (30) calendar days shall be advertised on the Public Health website for a minimum of five (5) consecutive working days. Special Duty shall be assigned on a voluntary basis upon the part of the employee. The parties agree to limit grievances arising under this section to the first three steps of the grievance procedure.

ARTICLE 10: ANNUAL VACATION

Section 10.1. Regular Pay Status Definition. "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave.

Section 10.2. Effective upon implementation of this Agreement, annual vacations with pay shall be granted to eligible Public Health employees computed at the rate shown in the table below based on the employee's adjusted service date. Vacation accrual for an employee who works other than the full time schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled work week.

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE	
Years of Service	**Working Days Per Year**
0 through end of Year 5	12
Beginning of Year 6	15
Beginning of Year 9	16
Beginning of Year 11	20
Beginning of Year 17	21
Beginning of Year 18	22
Beginning of Year 19	23
Beginning of Year 20	24
Beginning of Year 21	25
Beginning of Year 22	26
Beginning of Year 23	27
Beginning of Year 24	28
Beginning of Year 25	29
Beginning of Year 26 and beyond	30

Section 10.3. Maximum Accrual. Full-time regular, part-time regular and term-limited temporary employees may accrue up to a maximum of 480 hours of vacation. Such employees shall use vacation leave beyond the maximum accrual amount prior to 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 County.

Section 10.4. Use of Vacation. Full-time regular, part-time regular and term-limited temporary employees may use accumulated vacation with pay after completing their first six (6) calendar months of benefited King County employment.

Section 10.5. Cancellation of Vacation. In the event that the Department cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Director and the Human Resources Division Director of DES in order to allow rescheduling of the employee's vacation. In such cases, the Department Director shall provide the Human Resources Division Director with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

Section 10.6. Minimum Vacation Allowance. The minimum vacation allowance to be taken by an hourly employee shall be one-half (1/2) hour.

Section 10.7. Vacation Cash-out. Full-time regular, part-time regular and term-limited temporary employees who leave the County's service for any reason after more than six (6) months service shall be paid in a lump sum for any unused vacation he/she has previously accrued, not to exceed the maximum provided in Section 3.

Section 10.8. Vacation Cash-out upon Death of Employee. Upon the death of a leave eligible employee, pay shall be allowed for any vacation earned, not to exceed the maximum provided in Section 3.

Section 10.9. Use of Vacation for Medical Reasons. Except for absences associated with FML-protected leave, where a leave eligible employee has exhausted his/her sick leave balance, Management may require the use of vacation time or leave without pay. In the case where vacation

time use is mandated a written explanation of that decision will be provided to the employee.

Section 10.10. Vacation Usage Prior to Leave of Absence. In all other instances employees must use all accrued vacation prior to beginning a leave of absence unless an exception is approved by the Department Director (or designee), except that employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in lieu of taking a leave of absence without pay.

Section 10.11. Vacation Scheduling. The Department Director 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 feasible. Scheduling guidelines for the division, section, work group or site will be distributed to the employees when developed or modified, or upon request.

ARTICLE 11: HOLIDAYS

Section 11.1. Holidays Observed. The following day 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	Day immediately following
Christmas Day	December 25
Two (2) Personal Holidays	

Whenever any holiday specified above falls upon a Sunday, the following Monday shall be

considered a holiday. Whenever any holiday specified above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday, shall be recognized and paid pursuant to Section 4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 4 shall be made only once per affected employee for any one holiday.

Section 11.2. Personal Holidays.

A. Full-time regular, part-time regular and term-limited temporary employees shall be granted two personal holidays to be administered through the vacation plan. One day shall be granted on the first of October and one day shall be granted on the first of November.

B. Personal holidays shall be administered through the vacation plan and shall be used in the same manner as any vacation day earned.

Section 11.3. Holiday Paid Recognized as Time Worked for Overtime Calculations. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

Section 11.4. Work on a Holiday. Full-time regular, part-time regular and term-limited temporary employees who work on a holiday shall be paid for the holiday at their regular straight-time hourly rate of pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for hours worked.

Section 11.5. Holiday Pay Qualifications. To qualify for holiday pay, full-time regular, part-time regular and term-limited temporary employees covered by this Agreement must have been on the payroll prior to the holiday and on pay status the normal workday before and the normal workday after the holiday; provided, that employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

Section 11.6. Pro-ration of Paid Holiday for Part-time Employees. A regular part-time employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon straight time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.

Section 11.7. Holiday Pay for Employees on Alternative Work Schedules. Employees

scheduled to work an alternative work schedule such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours (includes Personal Holidays) per year, eighty-four (84) hours for employees on a thirty-five (35) hour work week. Employees working alternative work schedules whose departments close on a designated holiday shall be allowed to cover the hours beyond the normal holiday allowance by using accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the supervisor, the employee shall be allowed to work to make up the hours during that same work week. In no event will the rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the option of receiving the holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the actual holiday.

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

Section 12.1. Sick Leave Accumulation.

Full-time regular, part-time regular and term-limited temporary employees covered by this Agreement shall accumulate sick leave credit at the rate of .04616 hours for each hour on regular pay status as shown on the payroll, but not more than forty (40) hours per week. Sick leave credit may be used for bona fide cases of:

A. Illness or injury, which prevents the employee from performing his/her regular duties.

B. Disability of the employee due to pregnancy and/or childbirth.

C. Employee medical or dental appointments.

D. Sick leave credit may also be used for care of family members in accordance with the Family Care Act, RCW 49.12.270, or the provisions contained in Article 14.

E. School Volunteering (see Section 6)

Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated. Upon retirement, thirty-five percent (35%) of a full-time regular, part-time regular and term-limited temporary employee's unused sick leave credit accumulation can be applied

to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement.

Section 12.2. Compensation for Sick Leave Absence. Compensation for the first four (4) days of absence shall be paid upon approval of the Public Health Director or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Public Health Director or designee shall see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the Department Director, or designee of a request from the employee supported by a report of the appropriate health care practitioner.

Section 12.3. Conditions Not Covered. Employees shall not be eligible for sick leave:

A. when suspended or on leave without pay and when laid off or on other unpaid status; or

B. when off work on a holiday.

Section 12.4. Prerequisites for Payment.

A. Prompt Notification. The employee shall promptly notify his/her immediate supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter, unless advised otherwise by the immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

B. While on Paid Vacation or Compensatory Time Off. 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, he/she shall notify the Department on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability. However, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

C. Claims to be in Hours. Sick leave shall be claimed in hours to the nearest one-

tenth of an hour for hourly employees, a fraction of less than one-tenth of an hour being disregarded.

D. Limitations of Claims. All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his/her illness or disability. It is the responsibility of the Department to verify sick leave accounts and credit appropriately.

Section 12.5. Wellness Incentive. Full-time regular, part-time regular and term-limited temporary employees who have been employed for a full calendar year within the bargaining unit who during a calendar year use less than thirty-three (33) hours of sick leave (donated sick leave is not counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave to be used as personal vacation days in the next calendar year. This benefit shall be prorated for part-time employees.

Section 12.6. Leave For School Volunteer Service. King County and the Department shall allow the use of up to three (3) days of sick leave a year to each employee covered by this agreement for the performance of volunteer services at a school. Employees requesting to use sick leave for this purpose shall submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

Section 12.7. Industrial Injury.

A. Effective January 1, 1996 all employees shall be covered by the County's Industrial Insurance Program except that any claim filed under the City's Industrial Insurance Program prior to the date of transfer Date, whether still open or reopened after that date, shall continue to be administered by the City of Seattle under its program. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

B. Salary on Worker's Compensation/Assignment to Rehabilitative Training. If an employee is injured on the job and requires immediate medical treatment, the employee will be compensated in full for the rest of the workday without being required to use sick leave or vacation leave. The employee can use accrued sick leave if the injury requires the employee to miss any

scheduled workdays in the first three calendar days after the injury. If the employee's disability period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and Claims Management Division. Sick leave pay will be used to supplement industrial insurance benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned vacation leave may be used in a like manner after sick leave is exhausted. An employee who is assigned to rehabilitative training will be compensated as determined by the Safety and Workers' Compensation Administrator.

Section 12.8. Bereavement/Funeral Leave.

All employees except for short-term temporary employees and administrative interns shall be entitled to three working days of bereavement leave per occurrence due to the death of members of their immediate family. Regular part-time employees shall be entitled to bereavement leave in the same proportion as the number of hours worked is to the number of hours scheduled for a full time position. For purposes of this section, "immediate family" means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner.

A. Use Of Sick Leave For Bereavement Purposes. Full time regular, part-time regular and term-limited temporary employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three days for each instance when death exists to a member of the employee's immediate family. One day of sick leave per year may be used for the attendance of a funeral of other than a member of the employee's immediate family. In cases of family death where no sick leave benefit is authorized or exists, an employee may be granted leave without pay.

B. Holidays and Regular Days Off. In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged.

Section 12.9. Leaves of Absence.

This section applies to non-protected leave as opposed to family and medical leave that does not require director approval.

A. An unconditional leave of absence without pay for a period not exceeding sixty

(60) consecutive days may be granted by the Public Health Director.

B. A request for a leave of absence longer than sixty (60) days bearing the favorable recommendation of the Public Health Director may be granted by the DES.

C. No employee shall be given leave to take a position outside the County's service for more than sixty (60) days in any calendar year, except where it appears in the best interests of the County.

D. Leaves of absence of more than sixty (60) days may be conditional or unconditional with any conditions set forth in writing at the time the leave is approved.

E. All requests for leaves of absence are to be requested in writing as far in advance as possible, stating all pertinent details and the amount of time requested.

F. At the expiration of the authorized unconditional leave of absence, a member of the bargaining unit shall resume his/her same class of work; however, standing and service credit shall be frozen at the commencement of the leave of absence and shall not continue to accrue until the employee returns from said leave.

G. An employee elected or appointed to office in the Union which requires a part or all of their time may upon application be given a leave of absence without pay for up to one (1) year.

ARTICLE 13: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE

Section 13.1. Leave for Organ Donors. The Department shall allow employees eligible for family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

1. Give the Department reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue, if there is a reasonable expectation that the employee's failure to donate may result in illness, injury, pain or the eventual death of the identified recipient.

2. Provide written proof from an accredited medical institution, organization or

individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

Section 13.2. Time off from work for the purposes set out above in excess of five (5) working days shall be subject to existing leave policies contained in this Agreement.

Section 13.3. Donation of Vacation and Sick Leave. Employees may donate leave to other County employees in accordance with King County Ordinance.

A. Vacation leave hours.

1. Any full-time regular employee or part-time regular employee, who is employed at least half-time and receives vacation and sick leave may donate a portion of his or her accrued vacation leave to a full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave. Such donation will occur upon written request to and approval of the donating and receiving employees' department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a departmental hardship for the receiving department.

2. The number of hours donated shall not exceed the donor's accrued vacation credits as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

3. Donated vacation leave hours shall normally be used within ninety (90) calendar days following the date of donation. Donated hours not used due to the death of the receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in this Agreement. For purposes of this section, the first hours used by an employee shall be accrued vacation leave hours.

B. Sick leave hours.

1. Any full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave may donate a portion of his or her accrued sick leave to a full-time regular employee or part-time regular employee who is employed at

least half-time and receives vacation and sick leave, upon written notice to the donating and receiving employees' department director(s).

2. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

3. Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

C. All donations of vacation and sick leave made under this agreement are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. All vacation and sick leave hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

ARTICLE 14: FAMILY AND MEDICAL LEAVE

Section 14.1. Family and Medical Leave shall be granted in accordance with King County Code 3.12.220, Federal and State law.

Section 14.2. Family leave may be taken on a reduced schedule if:

A. The total allowable eighteen (18)-week period does not exceed thirty-six (36) consecutive work weeks, and

B. The leave is scheduled so as to not unduly disrupt the Department's operations.

Section 14.3. An employee may substitute accrued vacation leave or sick leave for the corresponding portion of unpaid family leave.

Section 14.4. An employee planning to take family leave to care for a birth or adoptive child must provide prior written notice to his/her division manager of the expected birth or adoption in a time which is reasonable and practical.

Section 14.5. If foreseeable, an employee planning to take family leave to care for a family member with a serious health problem must make a reasonable effort to schedule the leave so as not to unduly disrupt the employing unit's operations, and provide prior written notice of the expected leave in a time which is reasonable and practical.

Section 14.6. An employee who exercises any right to family leave is entitled, upon return from leave or during any period of reduced leave schedule, subject to bona fide layoff provisions, to:

A. The same position he/she held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. The same seniority accrued before the date on which family leave commenced.

Section 14.7. King County will maintain its contribution for health benefits for the employee during the period of family leave.

Section 14.8. Failure of the employee to return to work from family leave on the specified date shall normally constitute a quit.

Section 14.9. Limited duty assignment policy due to pregnancy.

A. It is the policy of King County to recognize that pregnancy is a normal event in a woman's life and that provisions shall be made to provide all female employees the opportunity to continue to participate in the work force during and up to three months after a pregnancy.

B. A female employee, who upon the advice of her physician cannot safely perform all of the normal duties of her job due to pregnancy and who indicated a desire to continue working prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon concurrence of the Department Director, or designee, and consultation with King County Disability Services, receive consideration for temporary reassignment. The County shall, where reasonably possible, accommodate a female employee's desire for medically approved continued employment during pregnancy and up to three months thereafter via one or more of the three alternatives listed.

The first alternative shall have preference and assignments and/or reassignments shall be given within an employee's department where possible. The King County Department of Executive Service, Human Resources Division Management shall be responsible for coordination of the following limited duty alternatives.

1. Temporary assignment to limited duties within the employee's classification;

2. Temporary reassignment of the employee to a similar classification with equal pay for which the employee is qualified.

Only if the King County Department of Executive Services Management concurs that an employee cannot reasonably be accommodated by (1) or (2) listed above, temporary reassignment of the employee can be made to another classification for which the employee is qualified but with lesser pay, to be assigned at the pay step closest to that which the employee was receiving in her normal job classification.

C. The budget office shall determine and facilitate any necessary interfund transfers when an employee is temporarily reassigned to another department.

D. Limitations.

1. Temporary assignments and/or reassignments made pursuant to this section shall be limited to the period of temporary incapacity caused by pregnancy both before childbirth and upon return to work, all prior to the time when released by the employee's physician to return to full duty.

2. For the purpose of this section, temporary incapacity is defined as the period during which because of pregnancy the employee cannot perform all of her regular duties but is capable of performing a temporary limited duty assignment provided by the County as listed in (B) of this section and in no instance shall such temporary incapacity last longer that three (3) months after termination of the pregnancy.

3. Female employees shall continue to be eligible for paid leave and leave without pay during the period of temporary disability due to pregnancy, pregnancy related conditions, and parenting.

E. Procedures. The King County Personnel Guidelines shall be used to implement limited duty assignments due to pregnancy including verification of the medical basis for the limited duty request.

ARTICLE 15: UNION REPRESENTATIVES

Section 15.1. Visitation. The Executive Director or Union Representative of the Union may, after notifying the Public Health official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Department work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 15.2. Shop Stewards. The Executive Director and/or representatives shall have the right to appoint a steward at any location where members are employed under the terms of this Agreement. The Department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the County and Public Health Human Resources with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and he/she shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop stewards countermand orders of or directions from the Department officials or change working conditions.

Section 15.3. Excessive Steward Activities. Any charges by management which indicate that a shop steward or Union representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of the Office of Labor Relations, or a designee for discussions with the Executive Director or designee. The County shall have the right to require the Union to refrain from excessive activities or, if after discussion with the Executive Director or designee, the shop steward or Union representative continues to spend an unreasonable amount of time handling grievances and disputes, management

may require written authorization from the steward's supervisor for these activities.

Section 15.4. 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 Department.

Section 15.5. Quarterly Shop Steward Meetings. General shop steward meetings may occur during regular business hours on a quarterly basis. Up to 2 hours paid release time will be provided quarterly for no more than 20 shop stewards.

Section 15.6. Release Time for Appeals. Any individual member in one of the bargaining units who is directly involved through his/her individual appeal, in a matter being reviewed by the King County Personnel Board shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

ARTICLE 16: SAFETY STANDARDS

Section 16.1. Safety Standards. All work shall be done in a competent and safe manner and in accordance with the state of Washington Safety Codes. Where higher standards are specified by the County than called for as minimum by state codes, the County's standards shall prevail.

Section 16.2. Safety Rule Compliance. At the direction of the County, it is the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Department Safety Program.

Section 16.3. Safe Working Conditions. The Department of Public Health shall provide safe working conditions in accordance with WISHA and OSHA.

Section 16.4. Release Time for Safety Meetings. Each steward will be allowed time off with pay to attend Department safety meetings, pertinent to their work location as scheduled by the Department.

ARTICLE 17: HOURS OF WORK AND OVERTIME

Section 17.1. Work Week.

A. Eight (8) hours shall constitute a normal workday and five (5) consecutive days a normal workweek.

B. Those employees on an established thirty-five (35) hour workweek retain a thirty-five (35) hour workweek unless mutually agreed between the employee and supervisor. Overtime exempt employees on an established thirty-five (35) hour workweek will retain a thirty-five (35) hour workweek unless mutually agreed between employee and supervisor. When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

Section 17.2. Alternative Work Arrangements.

A. The Department of Public Health supports the availability of alternative work schedules or telecommuting arrangements for its employees, and, to that end, shall give serious consideration to requests for alternate workweek arrangements. An alternative work schedule is defined as any schedule of hours of work other than the traditional five eight-hour days within a seven-day workweek. Examples of alternative work schedules include but are not limited to:

- Four 10-hour work days
- A 9/8-off alternating work week schedule. (The record keeping time-sheet for this schedule must be one which meets the FLSA standards dividing between two work weeks mid shift on the fifth day of work which is either 8 hour or a day off.)

In administering the alternative work schedule, the following working conditions shall prevail:

- Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
- Holidays shall be granted in accordance with Article 11 of this Agreement;
- Employee participation shall be on a voluntary basis, unless no volunteers are available, in which case assignment will be made by inverse seniority within classification at the location in question.
- If there is more than one volunteer to fill an available alternative work schedule, the

schedule will be assigned by seniority, provided that in order to be eligible, the employee must meet the skills necessary for that position/schedule and not have any documented disciplinary action relating to attendance in the prior 24 months.

B. Appeal of Denial or Termination of Alternative Work Arrangement. Review and appeal of the denial or termination of an alternative work arrangement shall be as set forth in this section. Any employee whose alternative work arrangement is terminated or denied may request a written explanation for the decision, provided that request is made within 10 business days of notice of the denial or termination. When an employee has requested a written explanation, the decision maker shall provide an explanation to the employer and the Union in writing within 10 business days of receiving the request. The explanation will include the legitimate business need that the alternative work arrangement does not meet in an attempt to work with the requesting employee to determine a schedule that could be mutually agreeable to the parties. Upon receiving the written explanation, the employee shall have 10 business days to appeal in writing to the Division Manager (or higher, if the Division Manager made the initial written explanation). The Division Manager shall, within 10 business days of receipt of the written appeal, provide a written response. The ultimate decision of whether to grant or deny the appeal will remain with the Division Manager (or higher, if the Division Manager made the initial written explanation) and shall not be subject to the grievance process of this Agreement.

Section 17.3. Notice prior to an Involuntary Change in Schedule. Forty-five (45) days advance notice shall be afforded employees when involuntary permanent changes to a regular schedule are required by the Department. The Department agrees to avoid frequent schedule changes.

Section 17.4. Temporary Schedule Changes. Management may require an employee to change their schedule on a temporary basis with the following limitations:

A. Volunteers will first be sought, provided such volunteers perform the same job duties at the same work site.

B. Affected employee will be provided with a ten (10) working day notice of schedule change.

C. The length of the Temporary Schedule Change shall not exceed one month.

D. No individual employee will incur more than four (4) Temporary Schedule Changes per calendar year (not including changes made pursuant to Article 17.4.A. Urgent Temporary Schedule Changes).

E. Any schedule change that includes weekend work will require that affected employees be awarded one (1) hour of compensatory time for each weekend worked.

The limitations described above do not apply to positions which, by their nature, are subject to regular schedule variability (e.g., float pool positions, Needle Exchange Program positions, etc.)

Section 17.4.A. Urgent Temporary Schedule Changes. In the event of unforeseen, urgent staffing needs, management may require an employee to change their schedule on a temporary basis with the following limitations:

A. Affected employee will be provided with a twenty-four hour notice of schedule change.

B. Such changes must be approved by the appropriate Division Manager or Deputy/designee.

C. Urgent Temporary Schedule Changes will not last longer than five working days unless an emergency is declared by the department director, or by mutual consent between the employee and the department.

Section 17.5. Overtime.

A. All work performed in excess of forty (40) hours in any work week shall be considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the hourly regular rate of pay.

B. Employees may make necessary adjustments, when approved by the Health Department, in their normal work hours required to fulfill their job responsibilities within a forty (40)-hour week without overtime compensation.

C. Time counted towards the overtime calculation shall include straight time worked, vacation leave, compensatory time leave, and holiday leave.

Section 17.6. Overtime Work Assignment. When necessary, management can require an

employee to perform work outside of his/her regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on the shift where such overtime work is to be performed. Work scheduled for weekends or holidays shall be a minimum four (4) hours scheduled, unless agreed otherwise by the employee.

For Information Systems Professionals, overtime will be assigned on a voluntary basis, whenever possible. Information Systems Professionals will be paid overtime for work at home and at Public Health sites in support of production systems resolution or as approved by management on a case-by-case basis in support of fulfilling critical project deadlines, emergency situations or when completion of work will eliminate additional travel on the following day/week.

Section 17.7. Overtime Payment. Overtime which has been specifically directed by an employee's immediate supervisor shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent compensated for by compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked. This provision also applies to Environmental Health Senior Professional Employees and Information Systems Professionals, who will obtain approval from an immediate supervisor who is not a member of the bargaining unit prior to working overtime.

Those employees on a thirty-five (35) hour workweek will receive straight-time pay between thirty-five (35) and forty (40) hours worked and overtime at one and one-half (1-1/2) times regular straight-time hourly rate for hours worked beyond forty (40) hours in a week.

Section 17.8. Compensatory Time Off. For overtime eligible employees covered by this Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent between the employee and his/her supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). Employees cannot be required to accept compensatory time in lieu of overtime pay. An employee's accrued compensatory time balance must not exceed eighty (80) hours at any time.

Section 17.9. Rest Period. Employees covered by this Agreement shall be provided fifteen (15)-minute rest period per each 4-hour period of work time consistent with County policy (PER 8-2-

1).

Section 17.10. Meal Period. Employees covered by this Agreement shall be provided an uncompensated meal period of a minimum of thirty (30) minutes but not to exceed one (1) hour.

Section 17.11. Meal Reimbursement.

A. When an employee is specifically directed by the Department to work two (2) hours or longer prior to the beginning of or the end of his/her normal work shift of not less than eight (8) hours and the employee actually purchases a reasonably priced meal away from the employee's place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of the meal in accordance with County Ordinance. In order to receive reimbursement, the employee must furnish the Department of Public Health with a receipt for the meal no later than the beginning of his/her next regular shift; otherwise the employee shall be paid a maximum of six dollars ($6.00) in lieu of reimbursement for the meal.

B. The Department of Public Health shall not reimburse for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this section, the Department may, at its discretion, provide a meal.

D. When an employee is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal work shift, said employee shall be eligible for meal reimbursement pursuant to this Section. Any time spent in excess of (30) thirty minutes consuming a meal where the employee is completely relieved of duties shall be without compensation.

Section 17.12. Standby Duty. Whenever an employee covered by this Agreement is placed on standby duty by the Department of Public Health, the employee shall be available to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the Department of Public Health shall be paid at the rate of ten (10) percent of the employees' straight time hourly rate of pay for all hours assigned. When an employee is required to return to work while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with this Article.

Section 17.13. Emergency Call Back. An overtime eligible employee covered by this Agreement who is called back to work after completion of his/her regular shift or workweek shall be granted a minimum of two (2) hours' pay at the rate of one and one half (1-1/2) times the employees regular hourly rate of pay or, upon mutual consent, the applicable compensatory equivalent.

Section 17.14. FLSA Exempt Employees Provision. Exempt employees include all Accountants, Pharmacist Supervisors, Business and Finance Officer II, Involuntary Commitment Supervisors working in the Department of Community and Human Services and certain other persons classified in Emergency Medical Services. These employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2). These positions will enjoy all relevant rights under the contract except for overtime and shift premiums.

Section 17.14.A Certain FLSA-Exempt Positions. Effective January 1, 2014, the classifications of Health and Environmental Investigator-IV, Educator Consultant-II and III, and Nutrition Consultant-II shall be compensated and in all respects treated as salaried positions, consistent with this Agreement and applicable King County policies. However, the following employees will be given a one-time option, to be exercised at the time of implementation, to remain paid and treated as an hourly employee, consistent with this Agreement and applicable King County policies:

1. Employees employed in these classifications on the effective date of this Agreement. For these employees, in order to continue in an hourly status beyond December 31, 2013, they must notify the employer, in writing, of their desire to remain in an hourly status no later than September 30, 2013; and

2. Employees who fill positions in any of these classifications where such position became vacant on or before September 1, 2015. For these employees, in order to maintain an hourly status in the newly-filled position, the employee must notify the employer, in writing, prior starting in the new position.

Section 17.14.B Standby Duty for FLSA Exempt Employees. It is not currently the intent of the Employer to schedule or require the working of standby shifts for its FLSA-exempt employees

in this bargaining unit who currently are not scheduled or required to work standby shifts (as opposed to occasional attempts to contact employees in the course of dealing with an emergency situation which occurs outside of regular hours). The Employer agrees that, in the event it decides to create mandatory standby shifts for any of its FLSA-exempt employees in this bargaining unit (i.e., where the shifts are formally scheduled, and the employees are required to carry a pager or other similar device, and remain ready and able to perform job duties at all times during such shifts), the Employer agrees to notify the Union and to reopen the bargaining agreement at the request of the Union for the purpose of satisfying its bargaining obligations to the full extent required by law.

ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING PRIORITY

Section 18.1. Definitions. The following definitions shall apply for the purposes of administering this Article.

A. Reduction in Force is any budgeted change to a career service employee's FTE which may include an increase, decrease or elimination of the FTE.

B. Layoff is the termination of career service employment due to a reduction in force action.

C. Classification seniority is defined as total regular hours paid at straight time, including sick leave, holiday and vacation leave in a classification without a break in service. Seniority hours earned are not to exceed the equivalent of a full-time position (2080 hours annually). Overtime and compensatory time in lieu of overtime do not count toward classification seniority. Only career service employees are eligible to earn classification seniority. Term Limited Temporary (TLT) and Short Term Temporary (STT) employees do not earn classification seniority hours. Employees who transfer, promote or demote into a different job classification under this contract will accrue seniority hours in the new classification upon start of their placement in the position. Previous seniority hours earned in other classifications worked under this contract will be retained (e.g., an employee recalled to a previously held classification will be credited with the seniority accrued while in that classification). [1]

D. Contract Seniority is defined as accumulated seniority for all classifications worked under this contract without a break in service as listed in Addendum A.

E. Break in Service is a voluntary quit, retirement, layoff, medical separation or termination for just cause. Employees who terminate due to layoff or medical separation will have

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[1] **Classification/Compensation Project and Logan/Knox Settlement subsequent classification changes to bargaining unit positions and its affect on seniority.** Classification seniority for the old classification shall carry through and apply to the new classification. For the purpose of bumping rights, old classifications previously held will be translated into the new system on a case-by-case basis using a standard based on body of work performed. Former temporary employees hired into career service positions through the Logan/Knox settlement shall receive bargaining unit seniority credit for all hours worked in the bargaining unit position.

accrued seniority reinstated upon rehire if the rehire occurs within two years following their termination. Authorized paid and unpaid leaves of absence are not considered breaks in service; however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30) consecutive days.

F. Trial Service Period is a defined period of time following placement into a new position as a result of a reduction in force. A trial service period only applies if the individual bumps into a position in another division; is placed into a vacancy in another division; or when they bump into a lower classification previously worked within their current division or is placed into vacancy in a lower classification previously worked within their current division and where it has been more than five (5) years since they have worked in that classification.

The purpose of the trial service period is to provide the individual an opportunity to acquire the requisite knowledge and skills specific to that position so as to be able to perform the duties in a competent manner. The trial service period is also a time for management to assess progress and performance of the individual and determine if they are able to perform the duties at an acceptable level. A trail service period is generally six months in duration, but may be extended an additional six (6) months to allow for further skill and knowledge acquisition; it may also be shortened if management determines the individual has demonstrated sufficient competency.

G. Unsuccessful Trial Service Period: Management may end the trial service period at any time if it objectively assesses that the individual is not demonstrating sufficient progress in obtaining the requisite knowledge and skills required of the position within a reasonable period of time. The individual may also request to end the trial service period on their own accord if they conclude the placement is not an appropriate match. In both cases, the individual will be removed from the position and placed in layoff/recall status and will be eligible for recall services for up to two years following the date of their changed employment status.

H. Divisions of Public Health - For purposes of this article only the Divisions within the Department of Public Health include Community Health Services, Environmental Health Services, Jail Health Services, Prevention, Emergency Medical Services, Administration/Business Operations, and Cross-Cutting Public Health Services.

I. Qualified means the employee possesses the qualifications required to be considered eligible to be appointed to the position as a new hire unless grandfathered under Article 18, Section 2.(B).

Section 18.2. Transfer.

A. The transfer of an employee shall not constitute a promotion except as provided in Article 18, Section 2.(E)(3).

B. Transfers within the Department of Public Health. The Department of Public Health Director or his or her designee may transfer a Public Health employee from one position to another position in the same classification within the Department without the approval of the Human Resources Division Director of DES, or designee, but such transfer shall be reported to Human Resources Division Director of DES, or designee within five (5) days of its effective date. It is understood by the parties that employees may be transferred at the discretion of the County in consultation with the Union as part of the budget planning process. The budget planning process concludes at the point the County Executive submits his or her budget to the King County Council. Employees allocated to the Administrative Specialist II classification as of July 23, 1999, are deemed to have met the minimum qualifications of the position and are not required to take skills testing. Employees allocated to the Health and Environmental Investigator II classification as of July 23, 1999, are deemed to have met the minimum qualifications of the position and are not required to take skills testing.

C. Transfers from County departments into Public Health. Employees in County departments may transfer to a position in the same classification, or to a position in a similar classification with the same maximum rate of pay, within the Department of Public Health upon the written request of the Public Health Director and approval by the DES, Human Resources Division Director or designee.

D. Transfers from Public Health to County departments. Any transfer from a position in Public Health to a position in the same or similar class with the same maximum rate of pay within a County department shall be subject to the applicable County rules, policies, procedures (and any applicable County collective bargaining agreement), which sets forth the terms and

conditions for transfers within the County personnel system.

E. Other transfers. Within the Department of Public Health, other transfers may be made upon the consent of the Public Health Director and with the approval of the DES, Human Resources Division Director, or designee, as follows:

1. Transfer to another class in the Department of Public Health in case of injury in line of duty either with Public Health or with the armed forces in time of war, resulting in permanent partial disability, where showing is made that the transferee is capable of satisfactorily performing the duties of the new position.

2. Transfer, in lieu of layoff, may be made to a single position in another class in the Department upon showing that the transferee is capable of satisfactorily performing the duties of the position, and that a regular employee or probationer is not displaced. The affected employee shall complete a probationary period in the new class.

3. Transfer, in lieu of layoff, may be made to a single position in another class when such transfer would constitute a promotion or advancement in the service provided a showing is made that the transferee is capable of satisfactorily performing the duties of the position and that a regular employee or probationer is not displaced and when transfer in lieu of layoff under Section 2.(E)(2) of this Article is not practicable. Regular standing in the new class may be attained by the employee only through examination and permanent regular appointment.

4. Transfer may be made to another similar class within Public Health with the same maximum rate of pay in the Department. The affected employee's status shall be determined in accordance with Article 7, Section 5 of this Agreement.

Section 18.3. Voluntary Demotion.

A. A regularly appointed employee may be demoted to a lower classification upon his/her written request stating his/her reasons for such demotion, if the request is concurred with by the Public Health Director and is approved by the DES, Division of Human Resources Director, or designee. Such demotion shall not displace any regular employee or probationer.

B. The employee so reduced shall be entitled to credit for previous regular service in the lower classification and to other service credit in accordance with Article 18, Section 1(C). Upon

a showing, concurred with by the Public Health Director that the reason for such voluntary demotion no longer exists, the DES, Human Resources Division, or designee, may restore the employee to his/her former status.

Section 18.4. Reduction in Force Process.

The following process shall govern for the purposes of administering this Section.

A. Initiating Reduction in Force – The Reduction in Force process may be initiated when the department determines that funding for a position or program has changed, which therefore impacts one or more positions; during a reorganization or restructure process, or when the department determines a line of business will no longer be operated.

B. Notice – When the Department determines a reduction in force will occur, the Department will provide reasonable notification to the union of forthcoming layoffs. The union may request to meet with the Department prior to the implementation of the reduction in force for the purpose of discussing possible RIF mitigation strategies. Notice to the individual(s) impacted by the reduction in force will occur no less than 45 days prior to the effective date of the reduction in force. The impacted employee will receive written notification of the Department's intent to change or eliminate the employee's FTE. This notice will include the effective date of the change, a description of the employee's reduction in force and layoff/recall rights as provided under the contract and King County policies and procedures; and a list of current vacancies available within the employee's current classification which includes the vacant position's allocated FTE level and work location. The union will be provided a copy of the notice given to the impacted employee.

C. Volunteer RIF. When a reduction in force is to be initiated, employees may request to be voluntarily laid off if the employee is in the same work unit and classification as the position(s) determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off will be placed directly in recall per Section 18.6.

D. Vacancy/Bumping Process.

An employee whose position has been eliminated entirely, will have the option of accepting layoff and entering the recall process (as described in Section 18.6), or resigning employment, or follow the process, based on seniority, for vacancies or bumping as described below:

1. The employee will be placed in a vacancy in the same classification and division. If two or more RIF impacted employees are interested in the same vacancy, placement will be based on classification seniority.

2. If there are no vacancies under step one, the employee will bump, based on classification seniority, the least senior employee in the classification and division.

3. If there are no less senior employees in same classification and division, then the employee will be placed in a vacancy in the same classification in another division. If two or more RIF impacted employees are interested in the same vacancy, placement will be based on classification seniority. The employee placed in a position in another division will serve a Trial Service Period (TSP), as defined in 18.1.(F).

4. If there are no vacancies in same classification in other divisions, then the employee will bump, based on classification seniority, the least senior employee in the same classification in another division. In this case, the employee will serve a Trial Service Period.

5. If there are no vacancies in the same classification in any division, then the employee will be placed in a vacant position in a lower classification within the same division. To be placed into such a position, the employee must have previously passed probation in the lower classification. Additionally, if it has been more than five years since the employee worked in the lower classification, then the employee must serve a Trial Service Period. If two or more RIF impacted employees are interested in the same vacancy, placement will be based on contract seniority.

6. If there are no vacancies in a lower classification (for which the employee has passed probation) in the same division, then the employee will bump, based on contract seniority, the least senior employee in a lower classification within the same division, provided the bumping employee has previously passed probation in the lower classification. Additionally, if it has been more than five years since the employee worked in the lower classification, then the employee will serve a Trial Service Period.

7. If there are no bumping opportunities as described in Step 6, the employee will be placed in a vacant position in a lower classification in another division, provided the

employee has previously passed probation in that lower classification and the employee will serve a Trial Service Period. If two or more RIF impacted employees are interested in the same vacancy, placement will be based on contract seniority.

8. If there are no vacancies as described in Step 7, then the employee will bump, based on contract seniority, the least senior employee in a lower classification in another division, provided the bumping employee has previously passed probation in the lower classification and will serve a Trial Service Period.

9. If none of the foregoing opportunities are available, the employee will be placed in recall per Section 18.6.

10. In administering the Vacancy/Bumping Process of this Section (18.4.(D)), an employee will not be required to be placed or bump into a position of lower FTE level than the position from which the employee is being laid off.

E. Rescission of RIF Notice - If circumstances change and the Department determines a RIF is not necessary, the Department will notify the individual(s) in writing of the RIF rescission. The union will be provided a copy of the rescission notice.

18.5. Increase or Reduction of FTE. Where the FTE level for a position is to be increased or decreased, the Initiation and Notice processes will be the same as stated in Section 18.4.(A) and (B). Employees in such positions will be given first right of refusal to the changed FTE level for their position. If they elect not to remain in their position at the new FTE level, then the process set forth in Section 18.4.(D) will apply, but only for positions with the same FTE level as that from which the employee was laid off. If there are no placement opportunities in the same FTE level, then the process in Section 18.4.(D) will apply, regardless of FTE level.

18.6. Recall.

Recall is the return to employment in a career service position covered under the collective bargaining agreement in the classification and FTE level from which the employee was laid off. Recall rights to the classification from which an employee has been laid off shall expire two (2) years from the date of layoff.

Employees in recall status will be offered vacancies as per Steps 1, 3, 5, and 7 in Section

18.4.(D) in that order so that if multiple vacancies are available, then the employee must take the vacancy in the earliest step available (with Step 1 being the earliest, and Step 7 being the latest). An employee in recall status may bump a TLT or temporary employee working in the current classification or any job classification previously worked in the bargaining unit or classification series. Any employee bumping into a TLT or temporary position shall maintain their recall rights under this section and shall continue to accrue seniority and maintain step placement. The recall of an employee into a TLT or temporary position shall not convert such position to a regular, career service position. Recall opportunities will be offered in order of contract seniority.

Section 18.7. Hiring Priority

A. Posting. Vacant bargaining unit positions (Career Service and term-limited temporary) shall be posted for not less than ten (10) consecutive calendar days on the Public Health website and elsewhere both concurrently to internal County employees and to potential employees external to the County. Job postings shall include desired and required qualifications.

B. Hiring. The Department recognizes vacant bargaining unit positions will be filled internally whenever possible. Candidates for Career Service bargaining unit positions shall be accorded preference for vacant positions in the following order:

1. Career Service bargaining unit employees eligible for Layoff/Recall according to Sections 4 and 5 of this Article.

2. Career Service bargaining unit employees eligible for Disability Job Reassignment.

3. King County Disability Job Reassignment employees.

4. King County Career Service Layoff/Recall employees.

5. External applicants (external applicants means both King County Career Service and non-Career Service employees external to the bargaining unit and applicants external to King County) pursuant to the best interest justification of Section 4 of the King County Workforce Plan Clarification 03-PSP-05, as amended. The Department shall notify the Union via electronically or facsimile three (3) working days prior to any offer to an external candidate with the justification for hiring the external applicant over the Career Service Bargaining Unit Employee.

a). All career service bargaining unit applicants will receive a 10% preference in the interview score over external candidates. This preference will apply if the employee has no documented disciplinary actions in the prior 24 months and no performance deficiencies (performance improvement plan or a below satisfactory rating in any aspect of the performance evaluation) in the prior 12 months.

6. Career Service Bargaining Unit employees.

7. Internal King County Career Service employees and bargaining unit probationary, term-limited temporary and temporary employees.

8. External King County employees.

The following shall apply to Career Service bargaining unit employees applying for vacant bargaining unit positions:

a. The Department shall interview all internal and screened applicants meeting desired qualifications. In the event the Department determines an internal applicant does not meet desired qualifications for the position, it shall provide a written explanation indicating qualifications not met to the applicant. For those internal applicants that were interviewed and not hired for the position the Department shall provide a written explanation of why they were not hired into the position to the applicant.

b. Give preference to filling any such open position to applicants under this agreement on the basis of seniority where the qualifications of the applicants are substantially equal based upon relevant criteria.

ARTICLE 19: BULLETIN BOARDS

The Department of Public Health shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; 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 Local 17, Professional and Technical Employees. A copy of all material to be posted will be provided to the designated Department of Public Health official prior to posting.

ARTICLE 20: GENERAL CONDITIONS

Section 20.1. Mileage Reimbursement. All employees covered by this Agreement, who are

required, as a condition of employment, by the County to provide a personal automobile for use in Department of Public Health business on a full-time basis shall be reimbursed at the rate of one hundred dollars ($100.00) per month for all miles traveled from 01 to 273 miles and shall receive the per mile rate established by the King County Council for each mile above 273. Pursuant to federal law, this reimbursement may be deemed taxable and therefore subject to federal income tax withholding, etc. Further, any employee covered by this Agreement, who is required by the County to provide a personal automobile for use in County business on a periodic basis, shall for any day in which his/her personal automobile is used will be reimbursed at the per mile rate established by the King County Council.

Section 20.2. Registered Sanitarian's Credential. A full-time regular or part-time regular employee covered by this Agreement, who obtains a Washington State Registered Sanitarian's Credential on or after execution of this Agreement, or who is required by the Department of Public Health to obtain a license, registration, or certificate which was not required at the time of appointment (or as a condition of appointment) to the position, shall have the original cost of the license paid by the County. A full-time regular or part-time regular employee covered by this Agreement who currently holds such a Registered Sanitarian Credential or other eligible license/certification, regardless of when obtained, shall have the annual renewal fee paid by the County; provided, that the employee must be working in a classification relevant to the license/registration/certificate obtained and/or held by said employee. An employee covered by this Agreement, shall also receive regular straight-time salary while taking the examination applicable to the above licenses/registrations/certificates during a normal workday.

A. The Department of Public Health shall pay for the annual cost of certification for full-time regular or part-time regular employee dietitians.

B. Public Health shall pay for the annual cost of certification/registration for full-time regular or part-time regular employee Social Workers including Counselor Registration, Social Worker Certification, and Mental Health Counselor Certification.

Section 20.3. Work at Location other than Normal Place of Work. Whenever an employee covered by this Agreement is temporarily assigned by the Department Director or designee

to work, i.e., perform his/her regular duties, at a location other than his/her normal place(s) of employment, any additional time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday. Any additional time consumed in this travel, less mealtime, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

The above provision does not apply to travel time from one's usual place of residence to the place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically authorized in writing by proper authorities or unless so required by provisions of the FLSA.

Section 20.4. Written Policies and Procedures. All written Public Health policies and procedures addressing working conditions specified in this Agreement for employees covered by this Agreement shall be furnished to the Union.

Section 20.5. Protective Clothing. The Department of Public Health will provide up to one hundred dollars ($100.00) to employees assigned to field positions that are required to routinely work in inclement weather. This reimbursement would compensate for the initial purchase of raingear and protective footwear for use on the job. Reimbursement will be provided using petty cash, claim for expenses, or purchase order procedures. In addition, the Department agrees to provide up to thirty-five dollars ($35.00) per year on a reimbursement basis (accumulative) for replacement and maintenance expenses of raingear and protective footwear for use on the job to those people in positions described above.

Section 20.6. Defense Against Claims. The County agrees to defend and pay any proper claim against its employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the Department.

Section 20.7. Transit Passes. The County will provide free Metro transit passes for regular full-time and regular part-time employees, as provided for by ordinance.

Section 20.8. Child Care Subsidy. Employees covered by this Agreement may receive benefits from the County's childcare program if they meet the eligibility requirements.

Section 20.9. Tools. Information System Professionals will be provided the necessary tools

(including software) as mutually agreed upon by the employee and management as required to perform the job.

Section 20.10. Picket Lines. It is understood by the parties that employees covered by this Agreement need carry out their duties irrespective of sanctioned picket lines. However, employees who encounter a sanctioned picket line in the course of their duties and who fear of imminent harm to their health and safety should contact their supervisor for work instructions. In the event of picketing at the employee's regular place of work, Division management and the Union will develop an approach for dealing with the safety concerns of the bargaining unit while ensuring public health operations. When possible, these discussions will take place in advance.

Section 20.11. Intimidating or Bullying Behavior. The County and the Union recognize that King County has policies and procedures relating to workplace violence. However, the County and the Union also recognize that behavior which does not rise to the level of physical violence, or threat thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general.

The County and the Union further recognize that this type of inappropriate conduct is not dependent upon a supervisor/subordinate relationship and may occur between co-workers without a difference in reporting relationships. Therefore, the County and the union seek to codify their intent not to engage in, encourage or knowingly tolerate workplace intimidation or bullying. The County and the Union will work together collaboratively and employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.

Section 20.12. Licensing, certification and security clearance requirements. All employees must meet applicable licensing and certification requirements as a condition of hire and continued employment. Employees working in positions at detention facilities (e.g., KCCF, MRJC, JDC) must obtain and maintain security clearance for those facilities.

ARTICLE 21: DEFINITIONS

The following define terms used in the collective bargaining agreement. All other words in this Agreement shall have their ordinary and usual meaning except those words that have been defined under K.C.C. 3.12, as amended.

"Career service employee" means a County employee appointed to a career service position as a result of the selection procedure provided for in this agreement, and who has completed the probationary period.

"Employee" means any person who is employed in a career service position, temporary or provisional position.

"Full-time regular employee" means a career service employee employed in a full-time regular position and is not serving a probationary period.

"Full-time regular position" means a regular position which has an established work schedule of not less than thirty-five hours per week in those work units in which a thirty-five hour week is standard, or of not less than forty hours per week in those work units in which a forty-hour week is standard.

"Part-time Regular Employee" means a career service employee in a part-time regular position and is not serving a probationary period.

"Part-time Regular Position" means a regular position in which the part-time regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

"Probationary employee" means an employee serving a probationary period in a regular career service position. Probationary employees are temporary employees and excluded from career service under Section 550 of the charter.

"Provisional appointment" means an appointment made in the absence of a list of candidates certified as qualified by the director. Only the director may authorize a provisional appointment. An appointment to this status is limited to six months.

"Provisional employee" means an employee serving by provisional appointment in a regular career service position. Provisional employees are temporary employees and excluded from career service under Section 550 of the charter.

"Regular Employee" means an employee who has successfully completed an initial probationary period and has had no subsequent break in service as occasioned by, resignation,

discharge for just cause, or retirement.

"Regular position" means a position established in the County budget and identified within a budgetary unit's authorized full time equivalent (FTE) level as set out in the budget detail report.

"Regular Appointment" means the appointment of a certified eligible individual or the assignment of an employee to another classification contained within the same base class.

"Temporary Employee" means an employee employed in a temporary position and, in addition, includes an employee serving a probationary period or is under provisional appointment. Under Section 550 of the charter, temporary employees are not members of career service.

"Temporary position" means a position which is not a regular position as defined in this agreement and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this agreement and short-term (normally less than six months) temporary positions in which a temporary employee works less than 910 hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this agreement. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply.

"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. The Director shall maintain a current list of all term-limited temporary employees by department.

"Term-limited temporary position" means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-routine, substantial body of work, for a period greater than six months. In determining whether a body of work is appropriate for a term-limited temporary position, the appointing authority will

consider the following:

a. Grant-funded projects: These positions will involve projects or activities that are funded by special grants for a specific time or activity. These grants are not regularly available to or their receipt predictable by the County.

b. Information systems technology projects: These positions will be needed to plan and implement new information systems projects for the County. Term-limited temporary positions may not be used for on-going maintenance of systems that have been implemented.

c. Capital improvement projects: These positions will involve the management of major capital improvement projects. Term-limited temporary positions may not be used for on-going management of buildings or facilities once they have been built.

d. Miscellaneous projects: Other significant and substantial bodies of work may be appropriate for term-limited temporary positions. These bodies of work must be either non-routine projects for the department, or related to the initiation or cessation of a County function, project, or department.

e. Seasonal positions: These are positions with work for more than six consecutive months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity exceeding one month.

f. Temporary placement in regular positions: These are positions used to back fill regular positions for six months or more due to a career service employee's absence such as extended leave or assignment on any of the foregoing time-limited projects.

All appointments to term-limited temporary positions will be made by the appointing authority in consultation with the Human Resources Director prior to the appointment of term-limited temporary employees.

ARTICLE 22: DISCIPLINARY ACTIONS

Section 22.1. Discipline. The Department may discipline an employee for just cause. Dismissal during an employee's probationary period or reversion during a probationary period are not

considered disciplinary actions.

Section 22.2. Progressive Discipline. The parties agree that in their respective roles primary emphasis shall be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary actions which the Department may take against an employee include:

A. Verbal warning

B. Written reprimand

C. Suspension

D. Demotion

E. Termination

Which disciplinary action is taken depends upon the seriousness of the affected employee's conduct. For Environmental Health, the Environmental Health Director will approve any progressive disciplinary actions prior to implementation.

Section 22.3. Notice. In cases of suspension or discharge, the specified charges and duration, where applicable, of the action shall be furnished to the employee in writing not later than one (1) working day after the action became or becomes effective. An employee may be placed on paid administrative leave (pursuant to Section 14.10 of the King County 2005 Personnel Guidelines); or may be suspended for just cause pending demotion or discharge action.

Section 22.4. Appeals of Disciplinary Action. An employee covered by this Agreement must, upon initiating objections relating to disciplinary action, use either the grievance procedure contained herein or pertinent procedures regarding disciplinary appeals to the County Personnel Board. Under no circumstances may an employee use both the contract grievance procedure and the County Personnel Board relative to the same disciplinary action.

ARTICLE 23: LABOR-MANAGEMENT COMMITTEE AND TRAINING

Section 23.1. Labor-Management Training. In the spirit of cooperative labor relations, the parties shall meet as soon as is reasonably possible following the signing of the Agreement to develop a training session to inform Department shop stewards and supervisors about the provisions

of the Agreement and to determine who shall attend such a training session. It is the intent of the parties that the training session be a simple presentation of one or both parties' view of the contents of this Agreement with emphasis upon the contract changes that occurred during the current round of collective bargaining. Such training shall not require more than one-half (1/2) day and every effort shall be made to accomplish the training in two (2) hours or less. The training session shall be accomplished during Department time at no loss in pay to participants; provided, that no overtime shall be authorized or paid to those employees affected as a result of such participation or travel related to attendance at these meetings. Either party's presentation in this training forum regarding the interpretation or meaning of any contract provision shall not be used in any way by either party to support its argument or position in any grievance, arbitration, or litigation regarding the interpretation or application of this Agreement.

Section 23.2. Labor-Management Meetings. The County, Department and the Union agree to hold Labor-Management meetings as necessary. These meetings will be called upon request of either party to discuss any subject of a general nature affecting employees covered by this agreement. The responsibility for notification will be with the party initiating this process. Representatives of the Department can attend such meetings and shall be able to independently set such meetings with the Union with the concurrence of the Director of the Office of Labor Relations, or designee. The Union shall be permitted to designate members and/or stewards to assist its staff representatives in such meetings. The purpose of Labor-Management meetings is to deal with matters of general concern to the Union and the Department. It is understood that LMC meetings are consultative and constructive in nature and are not the venue for bargaining, resolving individual issues or for arguing grievances.

Section 23.3. Training.

A. The County and the Union agree that training and employee career development can be beneficial to both the County and the affected employees. Training, career development, and educational needs may be identified by both the County and by the employee. The County and the Union recognizes the mutual benefit to be attained by affording training opportunities to employees and shall provide information and access to training opportunities for its employees based on business and operational needs and, within budgeted appropriations. All employees shall have equal

access to training opportunities. To this end, the Department will provide employees with a minimum of two (2) days of training per year.

B. Information Systems Professionals training will be distributed in a fair and equitable manner among the ISP staff based on Department skill needs, individual Information Systems Career Path choices, and individual skill currency within the marketplace, provided the training is within the Department's budget limitation.

ARTICLE 24: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE

Section 24.1. Health Insurance Programs. All eligible employees will participate in the County group medical, dental, long-term disability, and life insurance programs unless otherwise provided for in this agreement.

Section 24.2. Level of Benefits. King County presently participates in group medical, dental, long-term disability, and life insurance programs. The County agrees to maintain the level of benefits as currently provided by these plans and pay premiums as currently practiced, during the life of this Agreement, unless modified by the Joint Labor Management Insurance Committee.

Section 24.3. Labor Management Insurance Committee. The County agrees to continue the Labor Management Insurance Committee comprised of representatives from the County and its labor unions. The function of the Committee shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs. The Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of this agreement of the Joint Labor Management Insurance Committee.

ARTICLE 25: RETIREMENT

All employees hired prior to January 1, 1996 shall continue to be covered by the applicable retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle City Employees Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be made in accordance with the respectively applicable City ordinance(s), County ordinance(s), or state law. All employees hired after January 1, 1996 shall be covered by the state Public Employee Retirement System, pursuant to applicable County ordinance and state law.

Employees who are covered by the City of Seattle retirement system are governed by

applicable City Ordinance and the City Charter with respect to retirement benefits.

ARTICLE 26: SUBORDINATION OF AGREEMENT

Section 26.1. It is understood that the parties hereto and the employees of the Department are governed by the provisions of applicable federal law and state law. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

Section 26.2. It is also understood that the parties hereto and the employees of the Department are governed by applicable County Ordinance and County Charter and said ordinances and charters are paramount except where they conflict with the expressed provisions of this Agreement.

ARTICLE 27: SAVINGS CLAUSE

Section 27.1. If any article of this Agreement or any addenda thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

Section 27.2. If the Inter-Local Agreement between King County and the City of Seattle is modified during the term of this Agreement and any modifications thereof conflict with an expressed provision of this Agreement, the County and/or the Union may reopen, at any time, for negotiations the provisions so affected.

ARTICLE 28: ENTIRE AGREEMENT

Section 28.1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 28.2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically

referred to or covered in this Agreement.

Section 28.3. If this agreement establishes a condition of employment, benefit or procedure which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King County Code, this agreement shall take precedence with respect to the employees covered by the agreement so long as the condition of employment, benefit or procedure created by this agreement is lawful.

ARTICLE 29: JOB SHARING

Upon the request of either party, Public Health and the Union agree to form a labor management committee for the purpose of developing a plan for implementing the following job sharing program:

Section 29.1. Job Sharing. Job Sharing is a type of alternative scheduling in which two employees of the same job class share the work schedule and duties of a single full-time position. Job Sharing proposals from employees may be considered by the Department when it can be shown that the proposal can be implemented without significant adverse effects on the effectiveness of Department Services. Job Sharing is a voluntary arrangement and may be considered only when no significant extra costs above those of a single full-time employee will be incurred by the Department. Job sharers must be in the same job class.

A. Initial and continuing approval of the Job Share arrangement will be contingent on both partners meeting all of the required qualifications for the job and performing at a fully effective performance level.

B. Supervisory practices such as salary increases, performance evaluation and discipline will take place separately with each job sharer.

C. The Department reserves the right to rescind a Job Share arrangement that has failed to meet the requirements of this Agreement. The employees may elect to terminate the arrangement (including by one of the job sharers resigning) subject to thirty (30) days notice. If the arrangement is terminated, and there is no agreement regarding who will resign or assume full-time responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job Share arrangement have the option to resign or transfer to an available position. If either partner

resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until an acceptable partner is obtained.

D. Earned vacation, sick leave, holiday hours and participation in the retirement system will be prorated according to the number of hours worked (e.g. Job Share partners scheduled to work twenty (20) hours weekly will accrue fifty (50) percent of the earned vacation, sick leave and holiday hours of a full-time employee).

E. Insured benefits such as health, dental, life etc. will be provided to the job shared position identical to those of a full-time position. Job Share partners may prorate the benefits or may agree to a division of benefits subject to the approval of the Department. Proposed changes to the allocation of the insured benefits may be submitted to the Department for approval during the annual open enrollment for an effective date of January 1 of each year. Additional hours worked over scheduled amount shall be paid at straight time rate and shall not result in a change in the division of health and insurance benefits. Overtime shall be payable for hours worked by either partner in excess of forty hours per week or as otherwise provided by this agreement.

F. Seniority for step increases and layoff will be based on the seniority of each of the job sharers individually. Seniority for promotional consideration shall be determined as provided for by this agreement.

Section 29.2. Application Procedure.

A. An employee currently in a full-time position who desires a Job Share arrangement must submit a written proposal to the Department. The proposal shall include the following information:

1. Names of the employees who are requesting a Job Share position;

2. Position in which the Job Share is desired;

3. Proposed work schedule for each employee;

4. Proposed method for allocation and coordination of job responsibilities between the Job Share employees;

5. Proposed procedures and routines for ensuring the information flow is maintained; and

6. Proposed division of County insurance benefits.

B. Upon receipt of the request, the Department will evaluate the proposal and respond to all below listed parties within thirty (30) days. The final written plan must be signed by both Job Share partners, the Department Head, and the Human Resources Division Director of DES, or designee, and Local 17.

ARTICLE 30: DURATION

Section 30.1. This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the Metropolitan King County Council and unless otherwise noted shall be effective January 1, 2013 through December 31, 2014. Notwithstanding the ratification date of this Agreement, none of the terms of this Agreement are to be applied retroactively, unless otherwise expressly provided for by the parties.

Section 30.2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to August 1, 2014.

APPROVED this 21st day of MARCH, 2014.

By: Dow Constantine

King County Executive

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director, PTE, Local 17

Denise M. Cobden
Union Representative, PTE Local 17

Jarone Baker
Member Negotiating Team

Natalie Havlicek
Member Negotiating Team

Sid Forman
Member Negotiating Team

Larry Brown
Member Negotiating Team

Addendum A

PTE, Local 17 – Departments of: Public Health and Community and Human Services – Addendum A (for all full-time regular, part-time regular, probationary, term limited temporary, part-time and temporary employees as these terms are defined in Article 21 - Definitions)

Job Class Code	Peoplesoft Class Code	Classification Title	Pay Range (Squared Table)
		Administrative Support Unit – C9	
2110200	211204	Accountant	52
2110100	211103	Accountant - Assistant	46
4200100	421105	Administrative Office Assistant	29
4201100	421205	Administrative Specialist I	33
4201200	421306	Administrative Specialist II	37
4201300	421404	Administrative Specialist III	41
4201400	421503	Administrative Specialist IV	46
2101100	210102	Billing Analyst	45
2131100	214108	Business and Finance Officer I	53
2131200	214212	Business and Finance Officer II	58
4300100	431207	Customer Service Specialist I	32
4300200	431306	Customer Service Specialist II	36
4300300	431406	Customer Service Specialist III	40
4101100	411103	Fiscal Specialist I	34
4101200	411204	Fiscal Specialist II	38
4101300	411303	Fiscal Specialist III	42
4101400	411402	Fiscal Specialist IV	47
4400100	441101	Technical Information Processing Specialist I	32
4400200	441204	Technical Information Processing Specialist II	36
4400300	441303	Technical Information Processing Specialist III	40
4400400	441401	Technical Information Processing Specialist IV	45
		Public Health Administrative Support Supervisor Bargaining Unit – C9	
4207100	427102	Public Health Administrative Support Supervisor	53

Job Class Code	Peoplesoft Class Code	Classification Title	Pay Range (Squared Table)
		Health Professional, Technical Unit – C9A	
3420100	341101	Application Worker	39
2250100	226101	Education Specialist	44
2251100	226206	Educator Consultant I	54
2251200	226308	Educator Consultant II	58
2251300	226405	Educator Consultant III	62
3427100	344102	Family Resources Coordinator	41
3421100	341203	Health Care Assistant	37
3422100	341302	Health Outreach Aide	35
3423100	341402	Health Program Assistant I	41
3423200	341502	Health Program Assistant II	45
7531100	754102	Laboratory Assistant I	28
7531200	754202	Laboratory Assistant II	33
3419100	341002	Medical Assistant	37
3424100	342102	Medical Interpreter	40
3424200	342202	Medical Interpreter / Translator	43
7537100	755702	Medical Technologist	46
7533100	755102	Microbiologist - Public Health	46
7533200	755202	Microbiologist - Public Health - Senior	50
3418100	340902	Nutrition Assistant	37
3425300	343202	Nutrition Consultant I	56
3425400	343402	Nutrition Consultant II	58
3425100	343102	Nutritionist I	52
3425200	343002	Nutritionist II	54
3320100	333102	Pharmacist	73
3321100	333302	Pharmacy Assistant	28
3320200	333202	Pharmacy Supervisor	77
3321200	333402	Pharmacy Technician	37
3115100	312202	Social Services Specialist	41
3116100	312307	Social Worker	52
3116200	213404	Social Worker - Senior	57
3429100	344302	X-Ray Technician	47

Job Class Code	Peoplesoft Class Code	Classification Title	Pay Range (Squared Table)
Environmental Health Professional, Technical Unit – C9A			
5320100	535101	Health and Environmental Inspector	46
5321100	535204	Health and Environmental Investigator I	51
5321200	535301	Health and Environmental Investigator II	58
5321300	535403	Health and Environmental Investigator III	60
5328100	539102	Health and Environmental Planner I	53
5328200	539202	Health and Environmental Planner II	58
5328300	539302	Health and Environmental Planner III	63
5323100	537101	MPRAF – Compliance Officer	58
Environmental Health Senior Professional Unit – C9A			
5321400	535504	Health and Environmental Investigator IV	65
Information Systems Professional Unit – C9C			
7303100	733102	Data Administrator	50
Emergency Medical Services Unit – C9D			
2252200	226607	Occupational Education and Training Coordinator	53
2252100	226502	Occupational Education and Training Instructor	44
2441100	243106	Project / Program Manager I	53
2441200	243205	Project / Program Manager II	58
2441300	243309	Project / Program Manager III	63
2441400	243405	Project / Program Manager IV	68
DCHS Involuntary Commitment Supervisor Unit – C9E			
3111200	311201	Involuntary Commitment Supervisor	65

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
DEPARTMENT OF PUBLIC HEALTH
REPRESENTING EMPLOYEES IN
THE DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

The parties, King County (hereinafter the County) and Professional And Technical Employees, Local 17 (hereinafter the Union) agree that the collective bargaining agreement between the parties covering employees represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering employees occupying the classification of Involuntary Commitment Supervisor represented by the Union and employed in the Department of Community and Human Services. All of the terms and conditions of the Public Health agreement will apply to Involuntary Commitment Supervisors in the Department of Community and Human Services, except as set forth in this Memorandum of Agreement. In those provisions of the Public Health agreement that do apply to Community and Human Services Involuntary Commitment Supervisors, the terms "Department" or "Health Department" shall be construed to also mean Department of Community and Human Services.

PART A. EXCEPTIONS

The following provisions of the collective bargaining agreement in effect between the Union and County covering employees in the Department of Public Health, Seattle and King County, do not apply to Involuntary Commitment Supervisor employees of the Department of Community and Human Services.

ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES

Section 1.10. Step Placement in Lieu of Temporary Employee Premium Pay.

ARTICLE 2: MANAGEMENT RIGHTS

Section 2.4. Health Services Delivery.

ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND APPEALS

Section 7.1. Definitions.

Section 7.2. Probationary Period/Status of Employee.

Section 7.3. Probationary Period/Dismissal.

Section 7.4. Probationary Period/Promotion.

Section 7.5. Transfers During Probationary Period.

Section 7.6. Health and Environmental Investigator I Probation.

Section 7.8. Credit Towards Probation for Previous Service in Classification.

ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY

Section 8.6. Position Classification.

Section 8.7. Status upon Reclassification.

Section 8.8. (C through K). Step Placement.

Section 8.9. Shift Differentials.

Section 8.10. Bilingual Premium Pay.

Section 8.11. Bilingual Positions.

Section 8.12. Student Preceptor Assignment.

ARTICLE 9: SPECIAL DUTY

Section 9.3. Leave Benefits for Employees Working Outside of Classification.

Section 9.4. Lead Worker.

Section 9.5. Rotation of Work Outside of Classification.

ARTICLE 10: ANNUAL VACATION

Section 10.6. Minimum Vacation Allowance.

ARTICLE 11: HOLIDAYS

Section 11.3. Holiday Paid Recognized as Time Worked for Overtime Calculations.

Section 11.4. Work on a Holiday.

Section 11.6. Pro-ration of Paid Holiday for Part-time Employees.

Section 11.7. Holiday Pay for Employees on Alternative Work Schedules.

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

Section 12.2. Compensation for Sick Leave Absence.

Section 12.3. Conditions Not Covered.

Section 12.9. Leaves of Absence.

ARTICLE 13: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE

ARTICLE 17: HOURS OF WORK AND OVERTIME

Section 17.2. Alternative Work Arrangements.

Section 17.4. Temporary Schedule Changes.

Section 17.5. Overtime.

Section 17.6. Overtime Work Assignment.

Section 17.7. Overtime Payment.

Section 17.8. Compensatory Time Off.

Section 17.9. Rest Period.

Section 17.10. Meal Period.

Section 17.11. Meal Reimbursement.

Section 17.12. Standby Duty.

Section 17.13. Emergency Call Back.

ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING PRIORITY

Section 18.1. Definitions.

Section 18.2. Transfer (A and B).

Section 18.3. Voluntary Reduction.

Section 18.4. Reduction in Force Process.

Section 18.7. Hiring Priority.

ARTICLE 20: GENERAL CONDITIONS

Section 20.1. Mileage Reimbursement.

Section 20.2. Registered Sanitarian's Credentials.

Section 20.3. Work at Location other than Normal Place of Work.

Section 20.4. Written Policies and Procedures.

Section 20.5. Protective Clothing.

Section 20.9. Tools.

Section 20.11. Intimidating or Bullying Behavior.

ARTICLE 27: SAVINGS CLAUSE

Section 27.2. Inter-Local Agreement.

ARTICLE 29: JOB SHARING

PART B. MODIFICATIONS

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

ARTICLE 2: MANAGEMENT RIGHTS

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

ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND APPEALS

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.7. Performance Evaluation.

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

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

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

ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY

Section 8.7. Step Placement and Advancement.

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

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

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

ARTICLE 10: ANNUAL VACATION

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

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

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

ARTICLE 11: HOLIDAYS

Section 11.1. Holidays Observed. The following day 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	Day immediately following
Christmas Day	December 25
Two (2) Personal Holidays	

Whenever any holiday specified above falls upon a Sunday, the following Monday shall be considered a holiday. Whenever any holiday specified above falls upon a Saturday, the preceding Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or Sunday, shall be recognized and paid pursuant to Section 4 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days.

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

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

ARTICLE 17: HOURS OF WORK AND OVERTIME

Section 17.1. Work Week.

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

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

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

ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING PRIORITY

Section 18.5. Layoff/Recall

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

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

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

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

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

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

ARTICLE 20: GENERAL CONDITIONS

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

ARTICLE 23: LABOR-MANAGEMENT COMMITTEE AND TRAINING

Section 23.3. Training

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

ARTICLE 25: RETIREMENT.

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

PART C. DURATION OF THIS AGREEMENT

The parties agree that this Memorandum of Agreement shall cover the time period of January 1, 2013 through December 31, 2014.

APPROVED this 21st day of MARCH, 2014.

By: Dow Constantine

King County Executive

Denise Cobden
Union Representative
Professional and Technical Employees, Local 17

3/4/14
Date

Memorandum of Agreement
By and Between
King County
And
Professional & Technical Employees, Local 17
(representing employees in the Department of Public Health and the Department of Community and Human Services)

Subject: Implementation of Conversion of Certain Classifications from Hourly Pay Status to Salaried Pay Status

Background

As part of the negotiation of a successor collective bargaining agreement covering January 1, 2013, through December 31, 2014, the parties, King County and Professional & Technical Employees, Local 17 (representing employees in the Department of Public Health and the Department of Community and Human Services), agreed to convert the pay status of certain positions covered by the parties' collective bargaining agreement from an hourly pay status to a salaried pay status. That provision, Article 17.14.A, contains an effective date of January 1, 2014 for this conversion in pay status. Because the contract ratification date will occur after January 1, 2014, the parties have entered into this agreement to provide for prospective implementation of this provision. The parties' intent is to implement the provision (Article 17.14.A), and any conversions made for current employees under that provision, in accordance with existing King County policies and protocols relating to the hourly/salaried status of King County employees newly hired or transferred during the calendar year. (See PER 8-1-2 (AEP), Section 6.15.2)

Agreement

The parties hereby agree that the conversion from hourly pay status to salaried pay status of positions in the classifications listed in Article 17.14.A of the parties' collective bargaining agreement effective January 1, 2013, through December 31, 2014, will be implemented prospectively on the first day of the first full pay period following full ratification and legal effect of the parties' collective bargaining agreement (i.e., when the King County legislative action ratifying the collective bargaining agreement takes legal effect). Prior to that time, positions in those classifications will remain in an hourly pay status.

Professional and Technical Employees, Local 17:

Denise Cobden, Union Representative — Date: 3/4/14

For King County:

John Landerfelt, Labor Negotiator II
Office of Labor Relations, King County Executive Office — Date: 3/5/14