AGREEMENT BETWEEN

KING COUNTY AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL NO. 21-HEALTH DEPARTMENT, AFL-CIO

ARTICLE 1: NONDISCRIMINATION 1
ARTICLE 2: RECOGNITION AND BARGAINING UNIT 1
ARTICLE 3: MANAGEMENT RIGHTS 2
ARTICLE 4: UNION MEMBERSHIP AND DUES 2
ARTICLE 5: GRIEVANCE PROCEDURE 4
ARTICLE 6: WORK STOPPAGES 8
ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY 8
ARTICLE 8: ANNUAL VACATIONS 10
ARTICLE 9: HOLIDAYS 14
ARTICLE 10: SICK LEAVE, INDUSTRIAL INJURY AND BEREAVEMENT LEAVE 16
ARTICLE 11: ORGAN DONORS LEAVE 20
ARTICLE 12: LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY 21
ARTICLE 13: MEDICAL, DENTAL, LONG-TERM DISABILITY, & LIFE INSURANCE 22
ARTICLE 14: UNION REPRESENTATIVES 22
ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION 23
ARTICLE 16: HOURS OF WORK AND OVERTIME 24
ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF 28
ARTICLE 18: SAFETY STANDARDS 34
ARTICLE 19: GENERAL CONDITIONS 34
ARTICLE 20: PROBATIONARY PERIOD 36
ARTICLE 21: LABOR-MANAGEMENT MEETINGS 38
ARTICLE 22: SUBORDINATION OF AGREEMENT 39
ARTICLE 23: SAVINGS CLAUSE 39
ARTICLE 24: ENTIRE AGREEMENT 39
ARTICLE 25: DEFINITIONS 40
ARTICLE 26: TERM OF AGREEMENT 41
ADDENDUM A: WAGES 42
ATTACHMENT 1: MEMORANDUM OF AGREEMENT ADDRESSING THE 2011 BUDGET CRISIS

AGREEMENT BETWEEN

KING COUNTY AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL NO. 21-HEALTH DEPARTMENT, AFL-CIO

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 or the Health Department) and Washington State Council of County and City Employees, Local 21-Health Department, AFL-CIO (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 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 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.

ARTICLE 1: NONDISCRIMINATION

Section 1. The County and the Union agree all terms and conditions of employment included in this Agreement shall be administered and applied in a manner that is nondiscriminatory under federal or state law, or County Ordinance which prohibit discrimination on the basis of one or all of the following: race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, or national origin, or disability. Disputes arising under this article shall not be subject to arbitration procedures provided in Article 5 of this Agreement.

Section 2. Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply to either gender.

ARTICLE 2: RECOGNITION AND BARGAINING UNIT

Section 1. The County hereby recognizes the Union as the exclusive collective bargaining

representative of Health Department employees whose job classifications are listed in the attached Addendum.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1. The right to hire, appoint, promote, discipline 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 Health Department retains its right to manage and operate its divisions except as may be limited by an express provision of this Agreement. This Agreement shall not limit the right of the County to contract for services of any and all types, except that the County agrees not to contract out for services that would result in the elimination of bargaining unit positions.

Section 2. Delivery of health services in the most efficient, effective, and courteous manner is of paramount importance to the County 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 3. The Union recognizes the County's and the Department's right to establish and/or revise the Department's performance evaluation system. Such system may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Section 4. 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 work weeks. 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 4: UNION MEMBERSHIP AND DUES

Section 1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union shall remain members in good standing, or pay an agency

fee to the Union for their representation to the extent permitted by law. All employees hired in positions covered by this Agreement on or after its effective date shall, on the thirtieth (30th) day following such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union for their representation to the extent permitted by law. Employees who qualify for exemption from this requirement based upon a good faith religious belief, or bona fide religious tenets or teachings of a church or religious body of which the employee is a member, shall contribute an amount equivalent to regular Union dues or agency fee to a nonreligous charity mutually agreed upon by the employee and the Union.

Section 2. The County agrees to deduct from the paycheck of each employee, who has so authorized it, regular monthly dues (or agency fees) uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon request. The performance of this function is recognized as a service to the Union by the County.

Section 3. The Union agrees to indemnify and save 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 4 below.

Section 4. 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 Health Department Director, with a copy to the Department of Executive Services, Human Resources Division Director, in writing when it is seeking discharge of an employee for noncompliance with Section 1 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 Health Department Director (with copies to the affected employee and the Human Resources Division Director of the Department of Executive Services). Accompanying the discharge letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 4, Section 1.

The contents of the "Request for Discharge Letter" shall specifically request the discharge of

the employee for failure to abide by Article 4, Section 1, 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 Health Department Director shall give notice in writing to the employee, with a copy to the Union and the County 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 Health Department Director any information relevant to why the 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 1 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 Health Department Director with copies to the affected employee and the County, 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 Health Department Director in writing, with a copy to the County and the affected employee. If the Union has reaffirmed its request for discharge, the Health Department Director shall notify the Union in writing, with a copy to the County and the affected employee, that the Department effectuated, or that the Health Department has not discharged the employee, setting forth the reasons why it has not done so.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 1. The Department 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 2. 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 3. Grievances processed through Step 3 of the grievance procedure are to be heard on Department time and no employee shall receive compensation beyond normal working hours while attending grievance meetings unless stipulated otherwise by the parties.

Section 4. 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 probation shall not have the right to pursue grievances over reversion but shall be able to pursue grievances as otherwise provided.

Section 5. 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 6. Grievance procedure.

Step 1: A grievance shall be presented in writing by the aggrieved employee and/or Union representative to the employee's immediate supervisor within ten (10) working days of the alleged contract violation or knowledge of the 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 District Administrator/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 the employee and/or Union representative do not receive 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 resolved.

Step 2: If the grievance is not resolved at Step 1 or is filed initially at Step 2, the employee or Union 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 for investigation, discussion and written reply. The Division Manager, after consulting with the Department Director, shall meet with the Union and the grievant within ten working days. The Division Manager then will 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 of the Step 2 grievance hearing. If the employee and/or Union representative do not receive 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 resolved.

Step 3: If the decision of the Division Manager has not resolved the grievance, the grievance may be presented to the Director of the Office of Labor Relations and the Health Department Personnel Office. The Director of the Office of Labor Relations or designee shall hear the grievance and respond in writing to the employee and Union representative within ten (10) working days following the presentation of the grievance. The meeting to hear the grievance will be scheduled as soon as practical, but not less than thirty (30) days after receipt of the Step 3 grievance by the Director of the Office of Labor Relations.

Step 4: If the Step 3 decision does not resolve the grievance to the satisfaction of the Union or the County, either the Union or the County may request arbitration within thirty (30) calendar days of the Union's receipt of the Step 3 decision. Grievances relating to written or oral reprimands shall not be appealed to arbitration. The request for arbitration must specify:

a. Section(s) of the Agreement allegedly violated

b. Nature of the alleged violation

c. Remedy sought

The Union and the County shall then select a third disinterested party to serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). 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 shall bear the cost of it's own attorney 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 case is submitted to the arbitrator.

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.

Mediation: Prior to submitting a dispute to arbitration, the parties may agree to select a

neutral third party to serve as mediator. If mediation is not successful, arbitration may be requested as provided above, within thirty (30) days after the mediator or one of the parties declares impasse.

Section 7. 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 Guidelines.

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 County will send notice of such filings by certified mail to the employee(s) and the Union. The Union will notify the Director of the Office of Labor Relations 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 Director of the Office of Labor Relations, 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. The Union agrees to take appropriate steps to end such interference if it occurs. 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: CLASSIFICATIONS AND RATES OF PAY

Section 1.

A. Effective January 1, 2011, the wage rates in effect the previous December 31st for

all employees shall remain as represented in Addendum A and consistent with the 2010 King County Squared Table Salary Schedule as represented by the 2011 King County Squared Table Salary Schedule.

B. 2012 COLA. 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.

C. 2013 COLA. 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.

D. 2014 COLA. 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.

E. 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.

F. Bi-Weekly Payroll. Management may take whatever action necessary to implement bi-weekly pay.

Section 2. 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 3.

A. Pay Ranges: Pay ranges and pay range assignments shall be as set forth in Addendum A.

B. Step Increases:

1. Salary increases upon completion of Probation. Prospective upon implementation of this agreement, employees may receive within-range increases from one step to the next higher step upon satisfactory completion of the probationary period. All probationary-period pay increases must be supported by documented performance appraisal. Probationary-period pay increases exceeding Step 5 must have prior written approvals by the Department Director.

2. Regular Step Increases. Step increases shall be granted on January 1st of each year, and shall be based upon satisfactory performance.

ARTICLE 8: ANNUAL VACATIONS

Section 1. Full-time benefit eligible employees, shall receive vacation benefits as indicated in the following table:

Full Years of Service		Annual Leave in Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23

Full Years of Service		Annual Leave in Days
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

Benefit eligible employees shall expend accrued hours of vacation on an hour-for-hour basis. That is, an employee working a 10-hour day shall use 10 hours for each day of vacation.

Section 2. Benefit eligible employees shall accrue vacation benefits on an hourly basis.

Section 3. Vacation benefits for benefit eligible part-time employees will be established based upon the number of regular compensated hours.

Section 4. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 5. Vacation may be used in one-half hour increments at the discretion of the department director or his appointed designee.

Section 6. Benefit eligible employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to December 31st of each year.

Section 7. "Short term" Temporary employees will not be granted vacation benefits.

Section 8. In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by R.C.W., Title 11.

Section 9. Employees eligible for vacation leave may accrue up to sixty days vacation leave, prorated to reflect their normally scheduled workweek. 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. Shared leave. Benefit eligible employees may share leave with other County employees in accordance with King County Ordinance on this subject.

Donation of vacation leave hours and donation of sick leave hours:

A. Vacation leave hours.

1. Any benefit eligible 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 employee or part-time 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 must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days, or 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 chapter. For purposes of this section, the first hours used by an employee shall be accrued vacation leave hours.

B. Sick leave hours.

1. Any benefit eligible full-time employee, or benefit eligible part-time 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 employee or part-time employee who is employed at least half-time and receives vacation and sick leave, upon written notice to the donating

and receiving employee's 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 chapter 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.

Section 11. All other leaves shall be as provided by King County Ordinance.

ARTICLE 9: HOLIDAYS

Section 1. The following day or days in lieu thereof shall be recognized as holidays without salary deduction for benefit eligible employees:

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	Day immediately following
Christmas Day	December 25
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 2. Personal Holidays

a. Benefit eligible employees shall be granted two personal holidays to be administered through the vacation plan. One day shall be granted the first of October and one day shall be granted the first of November.

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

Section 3. Holidays paid for but not worked shall be recognized as time worked for the

purpose of determining weekly overtime.

Section 4. Benefit eligible employees who work on a holiday shall be paid for the holiday at their regular straight-time hour 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 5. To qualify for holiday pay, benefit eligible 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 nonpay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

Section 6. A benefit eligible 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 7. Holiday Pay for Employees on Alternative Work Schedules.

Benefit eligible employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours (to include Personal Holidays) per year. Benefit eligible employees working alternative work weeks whose departments close on a designated holiday will be allowed to use accrued but unused time off (vacation or compensatory time) for time off that exceeds their standard work day 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.

Section 8. Holiday Pay for Employees Working in a 24 hour facility.

In each instance noted below, holiday pay for work on a holiday is included in the bi-monthly pay schedule. In addition to this holiday pay for work on a holiday, employees working in a 24 hour facility will have the following options:

A. Scheduled / Working: A benefit eligible employee has the option of payment for actual hours worked at one and one half (1-1/2) times their regular straight time hourly rate or compensatory time for actual hours worked times the rate of one and one half (1-1/2).

B. Scheduled / Not Working: If a benefit eligible employee is normally scheduled to work an eight (8) hour day, then no action is necessary other than submitting a leave request. If an employee is scheduled for more than eight (8) hours, a vacation request must be submitted for time off beyond eight (8) hours. For example, if scheduled to work ten (10) hours, then the employee must submit a request for two (2) hours using vacation, compensatory time, or time without pay.

C. Not Scheduled / Working: A benefit eligible employee must be compensated for the holiday falling on a regularly scheduled day off. The employee must choose between eight (8) hours of Holiday pay or eight (8) hours of compensatory time earned at their regular straight rate. Employees will not be required to take compensatory time within thirty (30) days. For time spent working on a holiday that falls on a regularly scheduled day off payment for actual hours worked shall be paid at 1-1/2 times the hourly rate or compensatory time for actual hours worked at 1-1/2 times the hours worked.

D. Not Scheduled / Not Working: A benefit eligible employee must be compensated for the holiday falling on a regularly scheduled day off. This employee must choose between eight (8) hours of holiday pay or eight (8) hours of compensatory time earned at a straight rate. Employees will not be required to take compensatory time within thirty days.

ARTICLE 10: SICK LEAVE, INDUSTRIAL INJURY AND BEREAVEMENT LEAVE

Sick leave and time off for family medical reasons shall be administered in accordance with the provision of King County Substitute Ordinance No. 13377, including but not limited to:

A. eligibility for family and medical leave;

B. administration of family and medical leaves;

C. verifications for determining eligibility for family and medical leave;

D. use of accrued leave to supplement workers compensation payments;

E. medical benefit coverage during family and medical leave; and

F. return to work rights upon completion of leave.

The sections below are intended to describe, but not modify or expand, the provisions of the ordinance. If, during the term of this Agreement, the County Council adopts amendments to the Family and Medical Leave provisions which affect eligibility or benefit levels, the County agrees to negotiate the effect of such amendments if requested by the Union.

Section 1. Every benefit eligible employee shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in a pay status exclusive of overtime up to a maximum of 8 hours per month, except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced service.

Section 2. Sick leave may be used in one-half hour increments at the discretion of the division manager.

Section 3. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 4. Accrued sick leave may be used for the following reasons:

1. The benefit eligible employee's bona fide illness; provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee.

2. The benefit eligible employee's incapacitating injury, provided that:

a. A benefit eligible employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

b. A benefit eligible employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

3. Exposure to contagious diseases and resulting quarantine.

4. A benefit eligible female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

5. The benefit eligible employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments.

6. To care for the benefit eligible employee's child or the child of an employee's

domestic partner if the following conditions are met:

a. The child is under the age of eighteen;

b. The benefit eligible employee is the natural parent, stepparent, adoptive parent, legal guardian or other person having legal custody and control of the child;

c. The benefit eligible employee's child or the child of an employee's domestic partner has a health condition requiring the employee's personal supervision during the hours of his/her absence from work;

d. The employee actually attends to the child during the absence from work.

Section 5. Illness within the employee's immediate family which requires the attendance of the employee or where the employee's presence on the job could jeopardize the health of fellow employees. Under these conditions, the employee may use accrued sick leave the same as if the employee was personally under a medical disability. The supervisor may require a doctor's certificate showing the requirement that the employee be in attendance.

Section 6. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the commencement of the employee's shift shall be grounds for disciplinary action.

Section 7. Up to one day of sick leave may be used by an employee for the purpose of being present at the birth of his/her child.

Section 8. An employee who has exhausted all of his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by the department.

Section 9. Department management is responsible for the proper administration of the sick leave benefit.

Section 10. Separation from King County employment, except by retirement, death or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing, or separate for non-disciplinary medical reasons, and return to the County within two years, accrued sick leave shall be restored.

Section 11. Sick leave because of an employee's physical incapacity will not be approved

when the injury is directly traceable to simultaneous employment other than with King County.

Section 12. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death, thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement.

Section 13. Employees injured on the job cannot simultaneously collect sick leave and workers compensation payments greater than net pay of the employee. Administrative rules will be established to allow for payments equal to net regular pay of employees qualifying under workers compensation.

Section 14. Employees will be allowed to use paid sick leave for volunteering at their children's school as provided for by King County Ordinance.

Section 15. Wellness Incentive.

Regular and term-limited temporary employees who have been employed for a full calendar year and during a calendar year use less than thirty-three (33) hours of sick leave, may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. This incentive shall be prorated for part-time employees.

INDUSTRIAL INJURY

Section 16. 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.

Section 17. Appeals of any denials under this Article shall be made through the Department of Labor and Industries as prescribed in Title 51 RCW.

BEREAVEMENT/FUNERAL LEAVE

Section 18. Annual Entitlement. All benefit eligible employees shall be entitled to three working days of bereavement leave per each occurrence of death of members of their immediate family. For purposes of this section, "immediate family" shall mean persons related by blood or marriage or legal adoption as follows: mother, mother-in-law, father, father-in-law, legal spouse, son,

daughter, grandparent, grandchild, brother or sister of the employee or, in lieu of the legal spouse, a significant other person or domestic partner living in the employee's household.

Section 19. Use of Sick Leave for Bereavement Purposes. Full time regular 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.

Section 20. In cases of family death where no sick leave benefit is authorized or exists, an employee may be granted leave without pay.

Section 21. Holidays and Regular Days Off. In the application of Bereavement Leave, holidays or regular days off falling within the prescribed period of absence shall not be charged.

Section 22. Pro-Rata Benefit for Part-time Regular Employees. Part-time regular employees shall be entitled to bereavement leave prorated to their normal work schedule.

ARTICLE 11: ORGAN DONORS LEAVE

Section 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 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 collective Bargaining Agreement.

ARTICLE 12. LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY

Section 1. It is the policy of the 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 (full-time regular or part-time regular) the opportunity to continue to participate in the work force during and up to three (3) months after a pregnancy.

Section 2. 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 indicates a desire to continue working prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon concurrence of the director 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 (3) months thereafter via one (1) or more of the three (3) alternatives listed. The first alternative shall have preference and assignments and/or reassignments shall be given within an employee's department where possible. The Human Resources Division of the Department of Executive Services shall be responsible for coordination of the following limited duty alternatives:

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

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

C. Only if the director concurs that an employee cannot reasonably be accommodated by paragraphs Section 2.A or B in this Article, 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.

Section 3. The executive shall determine and facilitate any necessary interfund transfers when an employee is temporarily reassigned to another department.

Section 4. Limitations.

A. Temporary assignments and/or reassignments made pursuant to this Article 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.

B. For the purposes of this Article, 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 Section 2 of this Article and, for purposes of this Agreement, in no instance shall such temporary incapacity extend more than three (3) months after termination of the pregnancy.

C. Female employees shall continue to be eligible for paid accrued vacation and sick leave and leave of absence without pay pursuant to the personnel rules and provisions of this Agreement during the period of temporary incapacity due to pregnancy, pregnancy related conditions, and parenting.

ARTICLE 13: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE

Section 1. Eligible unit employees will participate in the County group Medical/Dental and Life Insurance Programs.

Section 2. Medical/Dental and Life Insurance benefits shall be as provided for in the Labor-Management Insurance Committee, which is comprised of representatives from the County and its labor unions.

Section 3. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of agreement of the Joint Labor-Management Insurance Committee.

ARTICLE 14: UNION REPRESENTATIVES

Section 1. The Staff Representative of the Union may, after notifying the Health Department official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of administering this Agreement. Such representative shall limit his/her activities during such visits 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 2. The County agrees that during working hours, on the County's premises, duly

authorized employee representatives of the Union shall be allowed to post and distribute Union notices, attend authorized negotiations, joint labor management committee meetings, participate in contract administration meetings and present a packet of Union information to new bargaining unit members, with the prior or standing approval of management.

ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION

Section 1. Whenever a regular employee is assigned by the Department Director or designee to perform the duties of an employee at, or substantially the full duties of, a higher paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such classification while performing such duties. An employee shall continue to be paid at the out of class rate while on a paid leave (i.e., vacation, sick leave, Holiday).

Section 2. Regular employees in a training capacity may be assigned work normally performed by an employee in a higher classification, except that they will not be assigned the duties of a higher classification to circumvent the intent of Section 1 hereof.

Any employee assigned to a training position shall be notified in writing one (1) working day in advance by the department head or designee of his/her training status.

An employee assigned to a training position (training status) shall be under the supervision and guidance of his/her immediate supervisor, and shall not remain in the training position for more than ten (10) consecutive normal working days unless a longer training period is mutually agreed upon in writing by the Union, Department and Human Resources Division Director of the Department of Executive Services or designee.

Section 3. Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

Section 4. Employees who are substantially bilingual and are assigned in writing to regularly use their skill in a language other than English in the performance of their work duties will be paid a bilingual premium of $50 per month. Such employees will be required to demonstrate their bilingual ability, but are not required to be certified by the State of Washington as a translator/interpreter. Language proficiency in each case will be assessed by staff from King County Superior Court Interpreter Services. The County retains the right to contract for translators/interpreters as

appropriate.

ARTICLE 16: HOURS OF WORK AND OVERTIME

Section 1. Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

Section 2. Alternative Work Schedules. It is hereby agreed that the Department may, notwithstanding Section 1 of this Article, upon notice to the Union, agree to a 4/10 or other alternative work schedules affecting employees covered by this Agreement, subject to such terms and conditions as established by the Department. 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 work week. Examples of alternative work schedules include but are not limited to:

- 4/10 hour work days
- 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 hours 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;
- Vacation benefits shall be accrued and expended on an hourly basis;
- Sick Leave benefits shall be accrued and expended on an hourly basis;
- Holidays shall be granted in accordance with Article 9 of this Agreement;
- Employee participation shall be on a voluntary basis;
- The department retains the right to modify or revoke such schedule. When operationally feasible, the department will provide the employee at least thirty (30) days notice prior to such change.

Section 3. Employees covered by this Agreement shall be provided a fifteen (15)-minute rest period during each half of their workday.

Section 4. Employees covered by this Agreement shall be provided an uncompensated meal time which shall not exceed one (1) hour.

Section 5. All work performed in excess of forty (40) hours in any work week or in excess of

the employee's regularly scheduled shift of not less than eight (8) hours 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.

Employees hired into the Psychiatric Evaluation Specialist (PES) or Administrative Specialist II (AS II) classification on or after January 1, 2003 shall be covered under the Local 21-HD collective bargaining agreement provisions for overtime. Employees hired into the PES and Administrative Specialist II classifications prior to January 1, 2003 shall be governed by the following:

Hours worked in excess of forty (40) hours in the work week shall be considered overtime, and shall be paid at the overtime rate of one and one-half (1-1/2) times the hourly regular rate of pay. "Hours worked" shall include the following:

- Vacation, when such vacations are pre-approved and prescheduled; and
- Mandatory training for employees who are ordered to attend training on a particular date/time when such training cannot be rescheduled to a non-overtime period.

"Hours worked" does not include sick leave, holidays, and other paid leave.

Section 6. For 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). In no event shall compensatory time taken apply toward the FLSA workweek.

Section 7. Emergency Call Back. An employee covered by this Agreement who is called back to work after completion of his/her regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

All PES and AS II employees who are called back to work after completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be called out more than once in a twenty-four (24)-hour period.

Section 8. When management deems it necessary, work schedules may be established other

than the normal Monday through Friday schedule.

Section 9. Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

Section 10. Meal Reimbursement (full-time regular or part-time regular).

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 order to receive reimbursement, the employee must furnish the Department 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 ten dollars ($10.00) in lieu of reimbursement for the meal.

B. The Department 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.

When an employee (full-time regular or part-time regular) is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal workshift, said employee shall be eligible for meal reimbursement pursuant to this Section. Any time spent consuming a meal during working hours shall be without compensation.

Section 11. Whenever an employee covered by this Agreement is placed on standby duty by the Department, the employee shall be available at the predetermined location to respond to emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the Department 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 status 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 the provisions of this Article.

PES employees who are required to "stand by" for court appearances shall be compensated at

a rate of fifty (50) percent of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease and the callback provision outlined above shall apply when the employee reports to court if the report time meets the conditions described therein. If the employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

Section 12. Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels

As a guide to determining the granting of leave, the minimum PES staffing level at the Seattle Facility will be two persons Monday through Friday roughly between the hours of 0800 and 1630. At all other times, and all day on holidays, the minimum PES staffing level will be one person. Staffing levels may go below minimum at the discretion of the supervising authority.

Section 13. Psychiatric Evaluation Specialist (PES) Master Schedule.

PES employees shall normally be scheduled pursuant to a master schedule. Prior to implementing any large-scale changes to a PES master schedule, the employer agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by the employees for a period of time to be determined by the parties, but not to exceed fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules have not been changed for a period of three (3) consecutive years, then a schedule shall be opened for a rebid.

Section 14. Bid Process.

When a Psychiatric Evaluation Specialist position becomes vacant or new positions are created, PES employees shall have the opportunity to bid, based upon seniority, for the shift and days off of the position. Seniority is defined as total unbroken service in the same job classification or classification series as measured by date in present job classification. Prospective upon implementation of this Agreement, time served as a Temporary Employee (as calculated by the Union) shall count toward seniority if there is no break in service when hired into a career service position in the same job classification. Notwithstanding future breaks in service or unpaid leaves of absence, Psychiatric Evaluation Specialist shall retain their seniority status held on January 1, 2005

for purposes of bidding. A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. Employees who transfer or promote to a different bargaining unit job classification without a break shall retain accrued seniority in the previous classification, and begin to accrue seniority in the new classification from the date of the probationary appointment.

ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF

Section 1. Definitions. The following definitions shall apply for the purposes of administering this Article.

A. Seniority is defined as total unbroken service in the same job classification or classification series as measured by date in present job classification. Prospective upon implementation of this Agreement, time served as a Temporary Employee (as calculated by the Union) shall count toward seniority if there is no break in service when hired into a career service position in the same job classification. Notwithstanding future breaks in service or unpaid leaves of absence, Psychiatric Evaluation Specialist shall retain their seniority status held on January 1, 2005 for purposes of layoffs. A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. Employees who transfer or promote to a different bargaining unit job classification without a break shall retain accrued seniority in the previous classification, and begin to accrue seniority in the new classification from the date of the probationary appointment. Employees who leave Health Department employment as a result of layoff may retain accrued seniority when they return to Health Department employment within two years of layoff. Employees that incur a break in service as defined in this section that return to a bargaining unit position begin anew their classification and classification series seniority.

B. Position Elimination/Change in FTE is any County initiated elimination, involuntary reduction or involuntary increase in the work hours (not to include overtime) for a position that for seniority reasons does not constitute a layoff for the employee. Prior to the

Department implementing a change in FTE, the employee subject to change in FTE shall be provided with the "Position Elimination/Change in FTE Notice" options set forth in Section 4 of this Article. Employees occupying positions where "Temporary" increases or decreases in FTE last longer than six months shall be provided with the "Change in FTE Notice" options set forth in Section 4 of this Article.

C. Layoff is the involuntary elimination or reduction of work hours (FTE) for the employee(s) with the least amount of classification series seniority. An involuntary increase in the standard working hours of a position shall create the same vacancy and bumping rights for employees whose hours are increased as are created by the terms of this Article for employees in a layoff/reduction in force situation.

D. Qualified means the employee possesses the qualifications (as determined by the job description) required to be considered eligible to be appointed to the classification as a new hire.

Section 2. Transfer.

A. The transfer of an employee shall not constitute a promotion except as provided in Article 17, 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.

C. Transfers from County departments into Public Health. Employees in County departments may transfer, if qualified, 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 classification 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 classification 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 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 classification 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 classification.

3. Transfer, in lieu of layoff, may be made to a single position in another classification 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 classification may be attained by the employee only through examination and permanent regular appointment.

4. Transfer may be made to another similar classification 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 17, Section 2.E.2 of this Agreement.

Section 3. Voluntary Reduction.

A. A regularly appointed employee may be reduced to a lower classification upon his/her written request stating his/her reasons for such reduction, 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 reduction 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 this Article. Upon a showing, concurred with by the Public Health Director that the reason for such voluntary reduction no longer exists, the DES, Human Resources Division, or designee, may restore the employee to his/her former status.

Section 4. Notice of Anticipated Position Elimination/Change of FTE

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

A. When the Department determines there is a need to eliminate, reduce, or increase the working hours of existing filled positions (change in FTE), the Department shall identify by job classification and work site which position(s) are to be eliminated, decreased or increased. The Department agrees to notify the Union at least thirty (30) days in advance, in writing, of any anticipated change in filled FTE. The Department will provide the following information to the Union at least thirty (30) days in advance: the names, classification, and seniority information of employees effected by a change in filled FTE; a seniority list for the classification impacted and a list of all vacant positions within the classification; a list of all probationary, TLT, Temporary and any other provisional positions within the classification. The Department will hold the relevant positions frozen until the entire process has been completed.

B. An incumbent employee in a position impacted by a change in FTE shall be notified by the department at least thirty (30) calendar days prior to the effective date of the change. The notice will include information about the options provided in this Section. A copy of the notice will be provided to the Union. The employee shall be allowed fourteen (14) calendar days to elect one of the following options:

1. The employee may request placement in a vacant position within the bargaining unit. In the case of an involuntary increase or decrease in hours, an affected employee shall be given first right of refusal over the increased or decreased hours before such position is posted. The Department must offer a vacant bargaining unit position of the same classification to an

employee subject to a change in FTE, if the Department intends to fill the position. The Department will inform the employee and the union of all, available vacant bargaining unit positions that the Department intends to fill.

2. The employee may request placement into a vacant bargaining unit position in another job classification, provided the employee is qualified.

3. The employee may displace (bump) the least senior employee in the same job classification and equally budgeted FTE that does not result in a layoff provided the employee has more classification seniority than the incumbent employee. If an equally budgeted FTE position does not exist, then the employee may displace (bump) the least senior employee in the job classification with the most equivalent FTE or may bump the least senior employee in the classification.

4. The employee may on the basis of total bargaining unit seniority, bump the least senior employee (regardless of FTE status), in any job classification previously worked in the bargaining unit or classification series, provided that a successful probationary period has been completed in that classification.

5. An employee may choose to be laid off rather than exercise the options above.

C. When the Department determines to eliminate, reduce, or increase the hours of multiple positions, the incumbents in the positions to be affected shall be notified at least thirty calendar days prior to the effective date. The notice will include information about the options provided in Article 17, Section 4(B). A copy of the notice will be provided to the Union. The employees shall be allowed fourteen calendar days to select their options under Article 17, Section 4(B) using the following procedure:

1. The employees will designate a first, second and third choice among the options 1 through 5 of Article 17, Section 4(B);

2. Option choices will be allocated in order of seniority, the most senior employee having priority; provided, however, bumping choices will be allocated according to item 3 below, and vacant positions will be allocated according to item 4 below.

3. It is the intent for bumping to proceed in reverse seniority order; that is, the

least senior employee will be displaced first. No employee may be bumped ahead of the least senior employee in the same job classification and same FTE. The Department will provide employees subject to change in FTE with a list of positions held by the least senior employees within the employees' job classification; the number of such positions will be equal to the number of positions to be eliminated in that job classification. An employee may designate as an option a position from this list which is not held by the least senior employee; however, the option will not be available unless the lower-seniority employee(s) on the list is (are) displaced.

4. If two or more employees select the same vacant position, the position will be offered to the most senior employee. An employee may choose to be laid off rather than exercising the options above.

Section 5. Layoff.

A. Employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off according to seniority within classification within the Department regardless of FTE status.

Reduction of hours of any position covered under this agreement will be considered a layoff and subject to the provisions of this section. Employees with the least amount of seniority shall be the first laid off and receive a layoff notice; however, in the event of two (2) employees having the same seniority, ability and skill shall be the determining factor on retention. An employee designated for layoff within a specific classification may, on the basis of seniority, bump the least senior employee (regardless of FTE status), in any job classification previously worked in the bargaining unit or classification series, provided that a successful probationary period has been completed in that classification or displace a Term Limited Temporary (TLT) employee 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 layoff/recall rights pursuant to Section C and shall continue to accrue seniority and maintain step placement. The transfer of a regular employee into a TLT or temporary position shall not convert such position to a regular, career service position.

B. A previously laid off employee recalled to a previously held classification due to

layoff/bumping shall be credited with total cumulative service in that classification for the purpose of determining classification seniority.

C. Employees laid off shall be recalled to an equivalent classification or lower classification (if qualified) in the inverse order of layoff, prior to any new employees being appointed to that classification i.e., those with the most seniority being recalled first. Recall rights to the classification from which an employee has been laid off shall expire two (2) years from the date of layoff.

ARTICLE 18: SAFETY STANDARDS

All work shall be done in a competent and safe manner and in accordance with the state of Washington Safety Codes and the County's standards.

One employee representative may be designated to represent the Union on the Department's Field Worker Safety Committee.

ARTICLE 19: GENERAL CONDITIONS

Section 1.

A. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the basic mileage reimbursement rate established by the King County Council by Ordinance for the first two hundred (200) miles per month. Employees required to travel in excess of two hundred miles per month shall be reimbursed for all miles above two hundred at a rate which is two cents (2 cents) per mile greater than the basic mileage reimbursement rate but shall not exceed the IRS allowable rate. Claims shall be made on a monthly basis on a form prescribed by the Department.

B. Should the County Council increase the basic mileage reimbursement rate for other County employees during the term of this Agreement, then the same rate will be extended to employees covered by this Agreement.

Section 2. 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 time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday. Any time consumed in this travel, less

meal time, 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.

Section 3. Child Care Subsidy. Employees covered by this Agreement may receive benefits from the County's child care program if they meet the eligibility requirements.

Section 4. Bulletin Boards. The County agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other material relating to Union activities so long as that material does not support or oppose political candidates or political issues.

Section 5. Bus Passes. Benefit-eligible employees covered by this agreement shall receive metro bus passes.

Section 6. Psychiatric Evaluation Specialists who request shall have materials relating to corrective counseling removed from the employee's file after a twenty-four (24) month period unless another act of misconduct has been committed during the twenty-four (24) month period.

Section 7. License/Certification: Psychiatric Evaluation Specialists who are required to be licensed or certified as a condition of employment will have their license renewal fees reimbursed by the Department.

Section 8. The County shall not use "short term" temporary or term-limited temporary employees to supplant regular career service positions in the bargaining unit.

Section 9. Where those duties covered by this Agreement are assigned to a different or new classification in the Department, the Union will continue to be recognized as exclusive bargaining representative for those duties. Any disagreement between the parties over the application of this section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

Section 10. The Department may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to

implementation of such a program(s) relative to bargaining unit employees, the Department shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

Section 11. Training. The County recognizes the importance and value of providing training opportunities. To that end, the department will continue to make every effort to allow employees reasonable release time to attend training sessions and seminars in their field. In addition, the department will continue to explore methods of providing training sessions and presentations in-house to bargaining unit employees. Employees shall be entitled to a minimum of 3 days of paid leave time annually for the purpose of attending training that is job related.

Section 12. 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.

ARTICLE 20: PROBATIONARY PERIOD

Section 1. The following shall define terms used in this Article:

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.

Probationary period. There shall be a probationary period during which time a probationary employee shall be evaluated by the appointing authority to determine qualification for entry into the career service. The probationary period shall be determined by the Human Resources Director, but shall be 12 months of actual service, and shall be served by those employees who have been newly-hired, demoted to a classification where a probationary period has not been served, reinstated to a classification where a probationary period has not been served or transferred to a classification where a probationary period has not been served, reemployed, or promoted (except as a result of reclassification). An employee's probationary period may be extended up to six (6) additional months by written mutual agreement between the Department, the employee, and the Union, subject to approval by the Department of Executive Services Director or designee prior to the expiration of the initial six (6)-month probationary period.

Full-time regular or part-time regular employee: An employee who has successfully completed a six month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement.

Section 2. Probationary Period/Status of Employee.

Employees who are appointed to regular career service positions shall serve a probationary period of twelve months, at which time they shall become regular employees.

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. If an employee hired into a higher classification performed the work as a special duty assignment, the appointing authority may allow the time spent performing the work to satisfy the probationary requirement.

D. A temporary career service exempt employee who accepts a career service position may, at the discretion of the appointing authority, count all continuous employment in the same position or performing the same work toward satisfying the probationary period requirement.

Section 3. Probationary Period/Dismissal.

An employee dismissed during the probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five days' salary) which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

Section 4. Transfers During Probationary Period.

If a probationary employee is transferred to a different classification in the Health Department, the employee shall serve a complete probationary period in the new classification.

Section 5. The probationary period shall be equivalent to twelve months of service following appointment to a budgeted, career service position. Occasional absences due to illness, vacations, and military leaves shall not result in an extension of the probationary period, but upon approval of the Human Resources Division Director of the Department of Executive Services, an employee's probationary period may be extended so as to include the equivalent of a full twelve months of actual service where there are numerous absences.

Section 6. If the Department determines that the employee will not complete the probation period for a position to which the employee has promoted, demoted to a classification where a probationary period has not been served, reinstated to a classification where a probationary period has not been served or transferred to a classification where a probationary period has not been served, or if the employee chooses not to complete this probation period, the employee is eligible to return (revert) to the former position (or equivalent) if there is a vacancy. However, other employees will not be removed to create a vacancy for the employee. If the employee's former position is not available, the employee will be terminated from employment and his/her name will be placed on a bargaining unit recall list for a period of two years from the date of termination. Employees refusing placement to a position under this article in the same classification and FTE shall forfeit their recall rights arising under this section.

ARTICLE 21: 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, including but not limited to safety issues. The responsibility for notification will be with the party initiating this process. Representatives of the Health Department can attend such meetings and shall be able to independently set such meetings with the Union with the concurrence of the Human Resources Division Director of the Department of Executive Services 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 such meetings are consultative in nature.

ARTICLE 22: SUBORDINATION OF AGREEMENT

Section 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 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 23: SAVINGS CLAUSE

Section 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.

ARTICLE 24: ENTIRE AGREEMENT

Section 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 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.

ARTICLE 25: DEFINITIONS

Section 1. "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. Any exception must be approved in writing by the Director of Public Health with notice to Local 21.

Section 2. A temporary employee shall pay to the Union, in lieu of the Union security requirement under Article 4, a service fee in an amount equal to the Union's regular dues uniformly required of regular Department employees.

Section 3. A "short term" temporary employee, other than probationary or term-limited, who exceeds the calendar year limit of 1040 work hours will be eligible for compensation in lieu of leave benefits at the rate of fifteen percent (15%) of gross pay for all hours worked, retroactive to the first hour of employment and for each hour worked thereafter, and compensation in lieu of insured benefits as provided in the King County Code.

Section 4. "Short term" temporary employees and term-limited temporary employees who have worked in excess of 520 straight time hours within the previous twelve-month period, and who are appointed to a regular position without a break in service shall have his/her time worked within the previous twelve-month period counted for purposes of salary step placement.

ARTICLE 26: TERM OF AGREEMENT

Section 1. This Agreement shall become effective upon the effective date of the ordinance approving this Agreement and shall cover the period from January 1, 2011 through December 31, 2014. Written notice of intent to terminate or modify this Agreement must be served by the requesting party at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to December 31, 2014.

Section 2. In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless either party serves the other party with ten (10) days' notification of intent to terminate the existing Agreement.

APPROVED this 19th day of December, 2011.

By: _____

King County Executive

Diana Prenguber
Washington State Council of County & City Employees, Local 21-HD

11-7-11
Date

cba Code: 070

Union Codes: 0021A
0021I
D1
D1A

ADDENDUM A

Job Class Code	PeopleSoft Job Code	MSA Job Code	Classification Title	Range*
7510100	751101	8553	Disease Intervention Specialist	49
7512100	751201	8554	Disease Research and Data Specialist	47
7513100	751302	8555	Epidemiologist I	58
7513200	751402	8556	Epidemiologist II	62
3113100	311602	8311	Psychiatric Evaluation Specialist	60
7513600	751602	8012	Social Research Scientist	62
*All salary ranges are on the King County Squared Table Salary Schedule.				

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Washington State Council of County and City Employees, Council 2, are covered by the following labor agreements:

cba Code	Union	Contract
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
080	WSCCCE, Council 2, Local 21AD	Department of Adult and Juvenile Detention
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community and Human Services
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
276	WSCCCE, Council 2, Local 2084-S	Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors)

ATTACHMENT 1

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Washington State Council of County and City Employees, Council 2 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA
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 floor and no ceiling.

B. 2013 COLA
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 floor and no ceiling.

C. 2014 COLA
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 floor and no ceiling.

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.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining

agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

For Washington State Council of County and City Employees,
Council 2:

12/9/10
Date

For King County:

12-27-10
Date

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office