

Proposed No. 93-868
11176

ORDINANCE NO.

AN ORDINANCE approving and adopting an addendum to the Collective Bargaining Agreement negotiated by and between King County and Joint Crafts Council, representing employees in the Seattle-King County Department of Public Health; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. An addendum to the Collective Bargaining Agreement negotiated between King County and the Joint Craft Council, representing employees with Teamsters, Local 117 in the Seattle-King County department of public health and attached hereto is hereby approved and adopted and by this reference made a part hereof, conditioned upon ratification by the Seattle City Council.

SECTION 2. Terms and conditions of said addendum shall be effective from January 1, 1993, through and including December 31, 1994.

INTRODUCED AND READ for the first time this 13th day of December, 1993.

PASSED this 20th day of December, 1993.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey Greger
Chair

ATTEST:

Guadalupe P. ...
Clerk of the Council

APPROVED this 30th day of DECEMBER, 1993.

Jim Hill
King County Executive

Attachment:
Addendum to Collective Bargaining Agreement

FISCAL NOTE

11176 7

Ordinance/Motion No. _____

Title: Collective Bargaining Agreement - Teamsters, Local 117

Term: January 1, 1993 - December 31, 1994

Affected Agency and/or Agencies: Department of Public Health

Note Prepared by: Nancy Buonanno, Labor Relations Manager, OHRM *NB*

Note Reviewed by: Craig Soper, Budget Supervisor *Craig Soper 11/15/93*

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Code	Revenue Source	1st Year	2nd Year	3rd Year	4th Year
Total						

Expenditures from:

			1993	1994
Fund Title	Code	Department	1st Year	2nd Year
Health	180	Health	5,205	4,451
TOTAL			5,205	4,451

Expenditure by Categories:

	1993	1994
Salaries & Benefits		
Supplies & Services		
Capital Outlay		
Other		
TOTAL	5,205	4,451

FISCAL NOTE

Ordinance/Motion Title: Collective Bargaining Agreement - Teamsters, Local 117

Affected Agency/Agencies: Department of Public Health

REVENUE IMPACT:

Was revenue estimate included in current years budget? N/A

Assumptions used in estimate revenue impact include:

Expenditure Impact:

Was expenditure anticipated in current years budget? YES

Assumptions used in estimating expenditure include:

1. PERS = 7.51%

2. FICA = 7.65%

3. Wage Increases:

- January 1, 1993 = 2.61% - COLA
1.0% - Equity Adjustment
- January 1, 1994 = COLA = 90% of CPI-W All Cities Index, Minimum of 2% and Maximum of 6%. Estimated at 3%.

4. FTE = 4

Local 117--Health Department											
				PERS = 7.51%							
				FICA = 7.65%							
class code	job class	name	HRLY rate	PERS/FICA @ 15.16%	1992 Total Base Cost	Cost of 2.61% COLA 1/1/93	Special Market Adjustment -1%-1/1/93	93 COST ABOVE '92 BASE	Cost of 3% COLA 1/1/94 (cola est)	'94 COST ABOVE '92 BASE	TOTAL 2 YR COST ABOVE '92 BASE
				0.1516		0.0261	0.01		0.03		
1686	WAREHOU	SHIFERA	14.50	4,621.50	35,106.30	916.27	360.23	1,276.50	1,091.48	2,731.81	4,008.31
1686	WAREHOU	PETERSON	14.50	4,591.01	34,874.74	910.23	357.85	1,268.08	1,084.28	2,713.79	3,981.87
1686	WAREHOU	SMART,	14.50	4,589.84	34,865.84	910.00	357.76	1,267.76	1,084.01	2,713.10	3,980.86
1689	WAREHOU	MCHUGH	15.93	5,042.08	38,301.21	999.66	393.01	1,392.67	1,190.82	2,980.43	4,373.10
117H	TOTAL		59.43	18,844.43	143,148.08	3,736.17	1,468.84	5,205.01	4,450.59	11,139.13	16,344.14

111267

APPENDIX "O"INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 117

THIS APPENDIX is supplemental to the AGREEMENT by and between the County Of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood of Teamsters, Local No. 117, hereinafter referred to as the Union, for that period from January 1, 1993 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein. Where there exists a provision in the main body of the AGREEMENT which conflicts with the provisions of this APPENDIX, the provisions of this APPENDIX shall apply. This APPENDIX shall be subject to approval by ordinance by the County Council of King County, Washington and ratification by ordinance by the City of Seattle.

- O.1 Effective January 1, 1993, the classifications of work and corresponding hourly rates of pay for each classification employed within the Health Department covered by this Agreement shall be as follows:

<u>CLASS CODE</u>	<u>HOURLY CLASSIFICATION</u>	<u>RATES PAY</u>
1678	Warehouser	12.64 13.12 13.65
1686	Warehouser, Senior	13.93 14.47 15.03
1689	Warehouser, Chief	14.18 14.75 15.30 15.90 16.51

- O.2 The rates of pay set forth within Section O.1, shall be adjusted to reflect the increase provided for within sections 4.6 in such amount and at such time set forth therein. Prior to the expiration date of this Appendix, the Office of Human Resource Management shall conduct a job study to determine comparability between the job classes covered under this Appendix, and those Storekeeper and Stores Clerk job classes covered by the provisions of Appendix "M". Job classes determined to be equal in scope of responsibility and duties assigned shall be combined to reduce the number of like and similar job classes.
- O.3. Compensatory Time If requested by the employee and agreed to by the Division Manager or his/her designee, compensatory time off in lieu of overtime compensation may be authorized.
- O.4 Lead worker Premium Employees assigned on a temporary basis in writing by proper authority to assume the duties of a lead worker shall be compensated five percent (5%) above their base rate of pay.
- O.4.1 To qualify for the higher classification, the employee shall be notified in writing by proper authority. Employees assuming the duties of a higher classification

without prior written authority shall not be eligible to receive any additional compensation.

O.5 Leave Provisions

O.5.1 Vacations These provisions related to vacations shall be applicable only to employees appointed to positions in the Health Department prior to the implementation date of the Health Department personnel system.

O.5.1.1 "Regular pay status" shall be defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave. At the discretion of the County Director of Office of Human Resource Management, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

O.5.1.2 Annual vacations with pay shall be granted to eligible Health Department employees computed at the rate shown in the table below for each hour on regular pay status as shown on the payroll, but not to exceed eighty-seven (87) hours per pay period. The vacation accrual rate shall be as follows:

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEES

Hours On Regular Pay Status	ACCRUAL RATE		Working Days Per Year	Vacation Balance in Hours
	Vacation Earned Per Hour	Years of Service		
00000 through 08320	.0460	0 through 4	12	(96) 192
08321 through 18720	.0577	5 through 9	15	(120) 240
08721 through 29120	.0615	10 through 14	16	(128) 256
29121 through 39520	.0692	15 through 19	18	(144) 288
39521 through 41600	.0769	20	20	(160) 320
41601 through 43680	.0807	21	21	(168) 336
43681 through 45760	.0846	22	22	(176) 352
45761 through 47840	.0885	23	23	(184) 368
47841 through 49920	.0923	24	24	(192) 384
49921 through 52000	.0961	25	25	(200) 400
52001 through 54080	.1000	26	26	(208) 416
54081 through 56160	.1038	27	27	(216) 432
56161 through 58240	.1076	28	28	(224) 448
58241 through 60320	.1115	29	29	(232) 464
60321 through over	.1153	30	30	(240) 480

- O.5.1.3 Eligible employees with prior City of Seattle service who are appointed to positions in the Health Department shall begin accruing vacation at the rate which was applicable upon their most recent separation from City of Seattle service.
- O.5.1.4 In the event the Health Department cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance is reached, the employee's vacation balance shall be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Director and the County Director of Office of Human Resource Management, in order to allow rescheduling of the employee's vacation. In such cases, the Department Director shall provide the County Director of Office of Human Resource Management with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.
- O.5.1.5 "Service year" shall be defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.
- O.5.1.6 The minimum vacation allowance to be taken by an employee shall be one hour.
- O.5.1.7 An employee who leaves the Employer's service for any reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation she/he has previously accrued, not to exceed the maximum year-end balance.
- O.5.1.8 Upon the death of an employee in active service, pay shall be allowed for any vacation earned, in accordance with RCW 49.48, Title II.
- O.5.1.9 Where an employee has exhausted his/her sick leave balance, the employee may use vacation for further leave for medical reasons subject to verification by the employee's medical care provider.
- O.5.1.10 In all other instances employees must use all accrued vacation prior to beginning a leave of absence unless an exception is approved by the County Director of Office of Human Resource Management.

- O.5.1.11 Article 8, Vacations, Sections 1.2, 5, and 6 of the AGREEMENT shall apply to employees in the job classes covered by this APPENDIX.
- O.5.2 Holidays For calendar year 1993, and for each year thereafter, Section 7.4 shall apply.
- O.5.2.1 Paid holidays falling on Saturday or Sunday, shall be recognized and paid pursuant to Section 7.3 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 7.3 shall be made only once per affected employee for any one holiday.
- O.5.2.2 To qualify for holiday pay, employees must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, that employees returning from unpaid leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- O.5.3 Sick Leave - These provisions related to sick leave shall be applicable only to employees appointed to positions in the Health Department prior to the implementation date of the Health Department Personnel System.
- O.5.3.1 Employees shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on the payroll, but no more than forty (40) hours per week. New employee's shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
- Illness or injury which prevents the employee from performing his regular duties.
 - Disability of the employee due to pregnancy and/or childbirth.
 - Employee medical or dental appointments.
 - Sick leave credit may also be used for care of family members as required of the Employer by the Family Care Act, RCW 49.12.270, and/or as defined and provided for by City Ordinance No. 114648.
- O.5.3.2 Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated.
- O.5.3.3 Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement.

- O.5.3.4 Upon the death of an employee, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to a designated beneficiary.
- O.5.3.5 Prior to the implementation of the Health Department Personnel System, change in position or transfer to a City Department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the Department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination. Following the implementation of the Health Department Personnel System, transfers into City positions shall be made in accordance with any applicable Health Department Personnel System provisions regarding such transfers.
- O.5.3.6 Compensation for the first four (4) days of absence shall be paid upon approval of the Health Department Director or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Health Department Director or designee shall see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the County Director of Office of Human Resource Management or designee of a request from the employee supported by a report of the appropriate health care practitioner. The employee shall obtain health care treatment or take other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.
- O.5.3.7 Employees shall not be eligible for sick leave when suspended or on leave without pay and when laid off or on other nonpay status; or when off work on a holiday; or when an employee works during his/her free time for an employer other than the Employer and his/her illness or disability arises therefrom.
- O.5.3.8 Prompt Notification The employee shall promptly notify his immediate supervisor, by telephone or otherwise, on his first day off due to illness and each day thereafter, unless advised otherwise by the immediate supervisor, if an employee is on a special work schedule, particularly where a relief replacement is necessary if he is absent, he shall notify his immediate supervisor as far as possible in advance of his scheduled time to report for work.
- O.5.3.9 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he shall notify the Department

on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability; however, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. a doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off must be presented regardless of the number of days involved.

- O.5.3.10 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his return to duty; however, if he is absent because of illness or injury for more than eighty (80) working hours, he shall then file an application for an indefinite period of time. Each supervisor shall obtain the necessary forms provided by the County Director of Office of Human Resource Management and make them available to the employee.
- O.5.3.11 Claims to be in Hours - Sick leave shall be claimed in hours to the nearest full hour, a fraction less than one-half hour being disregarded.
- O.5.3.12 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his illness or disability. It shall be the responsibility of the Department to verify sick leave accounts and credit appropriately.
- O.5.3.13 Wellness Incentive Plan - Employees within the bargaining unit who, during a payroll year, use less than twenty-five (25) 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. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and includable as income for IRS tax purposes as one year's reportable earnings.) This provision shall be first implemented by review of sick leave use in the payroll year 1992.

All use of sick leave shall be considered in reviewing sick leave use except sick leave used due to an on-the-job injury. An employee whose sick leave use exceeds twenty-five (25) hours due to an on-the-job injury who would otherwise qualify for this benefit, must notify the department of his/her eligibility.

- O.5.3.14 Donation of Sick Leave Hours A regular full-time or regular part-time employee may donate a portion of his accrued sick leave to a regular full-time or regular part-time employee pursuant to Article 9, Section 15 of the AGREEMENT.
- O.5.4 Industrial Injury - The City of Seattle and the County shall be considered to be joint employers of Health Department employees and as such, neither Employer shall be considered a third party for the purposes of filing third party claims under the State Industrial Insurance Act.
- O.5.4.1 All employees shall be covered by the County's Industrial Insurance Program except for employees in the Seattle Division who shall be covered by the City's Industrial Insurance Program unless or until modified by the Health Department Personnel System.
- O.5.5 Funeral/Bereavement Leave. A regular full-time employee shall be entitled to three (3) eight (8) hour working days of bereavement leave a year due to death of a member of his/her "immediate family", as defined in Article 9, Section 10 of the AGREEMENT.
- O.5.6 General Leave - These provisions related to General Leave shall be applicable to employees appointed to a position in the Health Department after the implementation of the Health Department Personnel System and other employees who elect to convert to the General Leave/Extended Illness plan. These provisions and Extended Illness Leave provisions will not take effect if the General Leave Plan is not a part of the Health Department Personnel System.
- O.5.6.1 For purposes of these provisions, the term "employee" shall include regular full-time, probationary and regular part-time employees and excludes temporary workers.
- O.5.6.2 All employees hired after the implementation of the Health Department Personnel System will receive General Leave and Extended Illness Leave in lieu of vacation and sick leave and funeral leave. General Leave for new employees will begin to accrue on the first of the month following the month in which the employee commenced employment.

O.5.6.3 Employees hired prior to the Implementation of the Health Department Personnel System who elect General Leave/Extended Illness shall have all unused, previously accrued vacation transferred to the general leave account on the election date, provided that accrued vacation in excess of the maximum accumulation set forth in the prior agreement will, within two years of transfer to the General Leave Benefit, either be used or converted to Extended Illness Leave. The Health Department will hold an open enrollment period each calendar year to allow employees to convert to the General Leave/Extended Illness program.

O.5.6.4 General Leave may be approved for use by employees for vacation, personal injury, illness or other medical disability, injury or illness of the employee's child, funeral leave, or other personal reasons.

An employee may accumulate a leave balance which may not exceed as of December 31 of each year one and one-half times the number of annual General Leave hours for which the employee is currently eligible. If the maximum is exceeded due to cyclical workloads or work assignments which have caused an inability to allow requested leave additional leave may be accrued as determined by the Department Director. Upon termination for any reason, the employee shall be paid for unused General Leave credits up to the maximum allowable accumulated General Leave plus any excess defined by cyclical workloads. Otherwise, employees must use or forfeit the excess accrual prior to December 31st of the year in which the excess was accrued. Excess General Leave may be converted to Extended Illness Leave, which will then be administered in accordance with Section 5.6, Extended Illness Leave.

O.5.6.5 For purposes of this Section, General Leave shall be computed as follows:

<u>Years of Service</u>	<u>Accrual Rate Per Regular Straight-Time Hours Paid*</u>	<u>Equivalent Annual Accrual for Full-Time Employee In Hours</u>	<u>Maximum Year-end General Leave Balance Allowed In Hours</u>
Less than 3	.0692300	144	216
3 or more but less than 12	.0884615	184	280
12 or more but less than 25	.1076923	224	336
25 or more	.1269231	264	400

*Includes two personal holidays

O.5.6.6 Regular part-time employees who have worked the number of straight-time hours which equal the years of continuous service required for a particular accrual rate for a full-time employee earn general leave at the identified accrual rate. For example, a part-time employee working in a unit with a forty (40) hour per week work schedule would have to work six thousand two hundred sixty-four (6264) straight-time hours (the equivalent of three years continuous service) before advancing from the initial to the next higher accrual rate. When that person has worked twenty-five thousand fifty-six (25,056) straight-time hours (the equivalent of twelve (12) years continuous service) he would advance to the next higher accrual rate and so on.

O.5.6.7 Unscheduled leave must be reported by the employee to the employee's immediate supervisor prior to the beginning of the employee's workday, or within time parameters as specified in written procedures by the Department Director. The Department is responsible for administering reporting procedures and justification for unscheduled use of General Leave and may require a minimum number of hours for reporting prior to the beginning of the shift in order to allow General Leave usage. Absent such call-in, the employee will be placed on unauthorized leave without pay unless an explanation for the lack of call-in is given which is satisfactory to the Department Director or designee.

O.5.6.8 In cases of abuse an employee may be required to provide verification of illness from a licensed physician for any unscheduled leave requested due to illness.

- O.5.6.9 An employee who separates from employment for any reason will be paid a lump sum for any unused accrued General Leave up to the maximum specified herein. Upon the death of an employee, all unused accrued General Leave will be paid to the employee's estate or beneficiary or, in applicable cases, as provided by law.
- O.5.6.10 PERS I employees hired after the effective date of this provision will be paid up to the maximum of two hundred forty (240) hours of accrued General Leave upon retirement. Hours in excess of two hundred forty (240) hours must be used prior to retirement or they will be lost.
- O.5.6.11 The parties shall negotiate any adverse impact on employees who transfer to General Leave Plan.
- O.5.7 Extended Illness Leave The provisions related to Extended Illness Leave shall be applicable to employees appointed to a position in the Health Department after the implementation date of the Health Department Personnel System and other employees who voluntarily elect to convert to the General Leave/Extended Illness Plan.
- O.5.7.1 Employees required to be absent from work because of prolonged illness, injury or other medical disability to themselves or to their child, will be provided paid Extended Illness Leave. Extended Illness Leave will begin to accrue on the first of the month in which the employee commenced service, or for a current employee who converts to such leave, the Extended Illness Leave will begin to accrue on the date of conversion by that employee.
- O.5.7.2 Employees shall accrue Extended Illness Leave at the rate of point zero two three (.023) times all hours compensated except overtime. There is no limit to the accrual of Extended Illness Leave.
- O.5.7.3 An employee may use Extended Illness Leave only if he has first used four consecutive working days of General Leave, approved leave without pay, or a combination thereof, for the employee's, domestic partner's, or the employee's child's illness or injury. The employee must also present to the Division Manager or Department Director a written statement of inability to perform his duties together with a prognosis for return. This statement must be signed by the appropriate health care practitioner.
- O.5.7.4 An employee returning from Extended Illness Leave who works less than five (5) days because of a relapse may return to Extended Illness Leave pursuant to the requirements of this Section without first using four (4) days of General Leave or approved leave without pay.

- O.5.7.5 The County Director of Office of Human Resource Management upon the recommendation of the Health Department Director may approve use of Extended Illness Leave without prior use of general leave. Administration of such exceptions will be addressed in the Health Department Personnel Guidelines.
- O.5.7.6 Abuse of the Extended Illness Leave Benefit, including falsifying the reason for use, shall be grounds for discipline.
- O.5.7.7 Employees hired prior to the implementation date of the Health Department Personnel System shall be able to transfer from their existing sick leave account all of their accrued but unused sick leave into the Extended Illness Account with utilization of said hours being subject to all terms and conditions set forth herein.
- O.5.7.8 Upon electing to convert to the General Leave/Extended Illness Plan, each employee shall have the one-time-only opportunity to transfer ten percent (10%) of their Extended Illness Leave, to a maximum of six (6) days, from Extended Illness to General Leave account provided that amount exists in Extended Illness.
- O.5.7.9 Employees receiving disability benefits by virtue of any law or ordinance now or hereafter enacted shall be entitled to extended illness leave pay only in the amount regular compensation exceed the disability benefits. Any extended illness accumulation shall be reduced in the same ratio as the extended illness pay bears to regular compensation.
- O.5.7.10 Separation from the Health Department employment except by retirement or by reasons of layoff due to lack of work or funds shall cancel all Extended Illness Leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the Health Department within two years, accrued Extended Illness Leave shall be restored.
- O.5.7.11 King County shall reimburse those employees who have at least five (5) years of service and retire as a result of length of service or who terminate by death twenty-five percent (25%) of their unused accumulated Extended Illness Leave to a maximum of thirty (30) days. There shall be no maximum for employees who have elected to convert from the Vacation/Sick Leave Plan to the General Leave/Extended Illness Plan. All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred Extended Illness Leave reimbursement.

O.5.7.12 Employees who elect to convert to the General Leave/Extended Illness Plan and who are on approved sick leave on the effective date of plan conversion shall not be subject to the four (4) day extended illness waiting period provision for that occurrence.

O.5.8 Retirement All employees hired prior to January 1, 1990, shall continue to be covered by the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle City Employees Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be made in accordance with the respective applicable City of Seattle Ordinance(s), County Ordinance(s), or State law.

O.5.8.1 All Seattle Division employees hired after January 1, 1990, but prior to the effective date of the Health Department Personnel System, shall be covered by the Seattle City Employees Retirement System and shall remain in the Seattle City Employees Retirement System on the same basis as employees hired prior to January 1, 1990, pursuant to Section O.5.8 above.

O.5.8.2 All non-Seattle Division employees hired after January 1, 1990 and all Seattle Division employees hired after the effective date of the Health Department Personnel System shall be covered by the State PERS Retirement System, pursuant to applicable County Ordinance(s) and State law.

O.6 Probationary Period. Employees who are hired for regular positions from an eligible register shall serve a probationary period of twelve (12) months at which time they shall become regularly appointed employees.

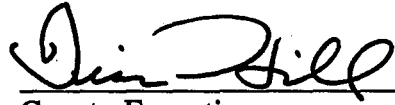
O.7 Article 5, Section 5.1.3, Bid Posting, of the AGREEMENT, shall not apply to employees covered by this APPENDIX.

O.8 Entire Agreement. In anticipation of issues related to the transition of the Health Department from the City's personnel administration system to the County's personnel administration system which were not identified and discussed during the negotiation of this Agreement, the parties agree to meet, confer, and execute a mid-term Memorandum of Understanding to the extent that such additional terms are consistent with the intention of the parties.

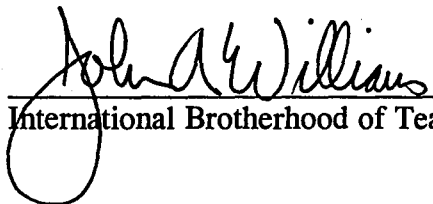
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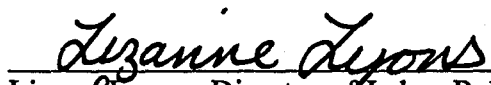
O.8.1 If the terms and conditions of the General Leave and Extended Illness program as contained in the Health Department Personnel System are modified, the parties agree to reopen negotiations on those sections of this APPENDIX.

APPROVED this 24~~th~~ day of NOVEMBER, 1993


County Executive

UNION:


International Brotherhood of Teamsters, Local Union No. 117


Lizanne Lyons, Director of Labor Relations
City of Seattle

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