

LARRY PHILLIPS

GREG NICKELS

November 30, 1995

Introduced By: Brian Derdowski

Proposed No.: 95-809

ORDINANCE NO. ~~12050~~

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Office of Professional Employees International Union, Local 8, representing employees in the Seattle-King County Department of Public Health, Dental Program; and establishing the effective date of said Agreement, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and Office of Professional Employees International Union, Local 8, representing employees in the Seattle-King County department of public health, dental program and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

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SECTION 3. The King County Council finds as a fact that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.

INTRODUCED AND READ for the first time this 27th day of November, 1995.

PASSED by a vote of 13 to 0 this 4th day of December, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 12th day of December, 1995.

Ray Lodge
King County Executive

Attachment:
Collective Bargaining Agreement

AGREEMENT

BY AND BETWEEN

OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

AND

SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

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PREAMBLE

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

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

ARTICLE 1: UNION MANAGEMENT RELATIONS

1
2 **Section 1.1. Union Recognition** The Employer agrees to recognize the Union as the
3 sole collective bargaining agent for all full-time, regular part-time, and per diem (to the extent
4 they meet the hours worked requirement in Section 1.4(a) below) Dental Assistants, Oral
5 Health Assistants, and Dental Hygienists employed by the Seattle-King County Department of
6 Public Health, as referenced in the attached wage schedule marked "Addendum A," excluding
7 all supervisory and confidential employees.

8 **Section 1.2. Union Coverage** The Employer shall notify the Union within thirty (30)
9 days of the establishment of any new classification in the Dental Program of the department.
10 Upon request from the Union, the Employer shall consult with the Union as to the
11 appropriateness of including any new classification in the bargaining unit. Inclusion or
12 exclusion from the bargaining unit, absent Agreement, shall be subject to a decision of the
13 Public Employment Relations Commission. The Union and the Employer shall negotiate over
14 the rate of pay for all new classifications in the bargaining unit.

15 **Section 1.3. Union Security and Membership** It shall be a condition of employment
16 that all employees covered by this Agreement who are members of the Union in good standing
17 on the effective date of this Agreement shall remain members in good standing and those who
18 are not members in good standing on the effective date of this Agreement, shall on the thirtieth
19 (30th) day following the effective date of this Agreement, become and remain members in good
20 standing in the Union. It shall also become a condition of employment that all employees
21 covered by this Agreement and hired or assigned into the bargaining unit on or after the
22 effective date shall, on the thirtieth (30th) day following the beginning of such employment,
23 become and remain members in good standing in the Union.

24 **Section 1.4.** Nothing in this Article shall require an employee to join the Union who
25 can substantiate that there exists bona fide religious tenets or teachings of a church or religious
26 body of which the employee is a member, in which case an amount of money equivalent to
27 regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed
28 upon by the employee affected and the bargaining representative to which such employee

1 would otherwise pay the dues and initiation fee. The employee shall every thirty (30) days
2 furnish proof that such payment has been made.
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1 **Section 1.4(a)** A temporary employee shall, after having worked 174 straight-time
2 hours on a continuous basis, pay to the Union, in lieu of the Union security requirement under
3 Section 1.3, a service fee in an amount equal to the Union's regular monthly dues uniformly
4 required of regular Department employees for each 174 straight-time hours worked thereafter
5 within the bargaining unit.

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

9 **Section 1.5.** In the event an employee fails to apply for or maintain his/her membership
10 in the Union as required, the Union may give the Employer notice of this fact. Within twenty
11 (20) days after receipt of such notice, if the employee has not obtained membership in the
12 Union, the services of such employee shall be terminated by the Employer.

13 **Section 1.6. Union Insignia** Employees who are members of the Union in good
14 standing shall be permitted to wear, during work hours, any type of Union insignia prescribed
15 by their international or local organization. The wearing of such insignia by a Union member
16 shall not be cause for discipline. This provision shall not excuse an employee from following
17 any departmental dress code.

18 **Section 1.6(a). Dues Deduction** The County agrees to deduct from the pay check of
19 each employee who has authorized it, the regular monthly dues uniformly required of members
20 of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the
21 employees involved. Authorization by the employee shall be on a form approved by the parties
22 hereto and may be revoked by the employee upon request. The performance of this function is
23 recognized as a service to the Union by the County.

24 **Section 1.7. Bulletin Boards** The Health Department shall provide bulletin board space
25 for the posting of Union-related material in areas accessible to bargaining unit members;
26 provided, however, that said space shall not be used for notices which are political in nature.
27 All material posted shall be officially identified as authorized for posting by the Union and a
28 copy of all material to be posted will be provided to the Health Department Personnel Manager

1 prior to or concurrent to posting. All material shall have an expiration date listed; once that
2 expiration date has been reached said material may be removed by the Employer.

3 **Section 1.7(a). Hold Harmless** The Union shall indemnify, defend, and hold the
4 County harmless against any and all claims made and against any and all suits instituted against
5 the County arising, directly or indirectly, out of any actions taken or not taken by or on behalf
6 of the County under Sections 1.3 and 1.6.(a) of this Article.

7 **Section 1.7(b). Union Notification** Within ten (10) days from assignment of any
8 employee for regular employment, the Employer shall forward the Union a completed
9 membership application form signed by that employee. The Employer shall notify the Union
10 promptly of all employees leaving its employment.

11 **Section 1.8. Visitation** An authorized Union representative may visit the work location
12 of employees covered by this Agreement for the purpose of investigating grievances and
13 observing working conditions. The visits shall not interfere with or disturb employees in the
14 performance of their work nor interfere with the delivery of patient care. The Union shall
15 notify the Employer of such visits in advance. Except as may be provided in other provisions
16 of this Agreement, department work hours shall not be used by employees for the conduct of
17 Union business or the promotion of Union affairs (e.g., conduction of elections and other
18 internal Union business).

19 The Union shall provide the department head and the Director of the Office of Human
20 Resource Management ("OHRM") a written list of the names of all authorized Union staff
21 representatives; said list shall be kept current by the Union. Access to work locations shall only
22 be granted to Union staff representatives on the current list.

23 **Section 1.9. Shop Steward** The Employer agrees to recognize employees appointed
24 and identified by the Union to be Shop Stewards. Upon notification to a designated supervisor
25 or officer, a Shop Steward may, if requested by the grievant, initiate grievances and attend
26 grievance meetings on work time. The Shop Steward's work shall not be unreasonably
27 disrupted because of his participation in grievance matters.

Section 1.10. Present Conditions No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the class of work in which the employee was engaged, will suffer a reduction in the rate of wages or benefits from the application of this agreement, unless such reduction is part of this agreement.

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ARTICLE 2: DEFINITIONS

1 **Section 2.1. Probationary Employee** Newly hired employees shall serve a twelve (12)
2 month probationary period. The probationary period is the period of time prior to the final step
3 in the competitive screening process for health service. Additionally, if hired at Step 1, after
4 the equivalent of six (6) months, and each year thereafter, the newly hired employee advances
5 one step in their ten (10) step pay range. If hired above Step 1, the newly hired employee
6 advances one step in their ten (10) step pay range after completion of probation.

7 **Section 2.2. Full-Time Employees** Full-time employees are those employees regularly
8 scheduled to work forty (40) hours per week and fill a full-time budgeted position.

9 **Section 2.3. Part-Time Employees** Part-time Employees are those employees
10 employed in a part-time position. A part-time position is a permanent position established for a
11 portion of or throughout a calendar year and which has an established work schedule of less
12 than forty (40) hours per week but more than twenty (20) hours per week. Part-time Employees
13 shall be eligible to receive sick leave, vacation and holidays from the date of hire. Medical,
14 dental and life insurance shall be provided to Part-time Employees at the full rate.

15 **Section 2.4. Per Diem Employees** Per Diem Employees are individuals employed in a
16 temporary position, either full or part-time, employed on a temporary basis. The Employer
17 agrees that it will not use temporary Per Diem Employees to supplant regular positions. Per
18 Diem Employees (temporary or extra-help employees) shall be exempt from all provisions of
19 this Agreement except for Section 1.4(a), Section 2.4 and Article 11, Grievance Procedure;
20 provided however, Per Diem Employees shall be covered by the Grievance Procedure solely
21 for the purposes of adjudicating grievances relating to Section 1.4(a), Section 2.4 and Article
22 11 of this Agreement.

23 **Section 2.4(a). Per Diem Employees Pay** Per Diem Employees are not entitled to
24 holidays, sick leave, bereavement leave or other paid leaves, or health care benefits, and shall
25 receive the County temporary employee premium in lieu of benefits. Specifically, temporary
26 employees in a position for 1040 or more hours within any consecutive twelve (12) month
27 period shall, for the period thereafter, unless at least a one (1) month consecutive break in

1 service occurs, receive compensation of fifteen percent (15%) in lieu of leave benefits for each
2 straight-time hour worked.

3 **City Division Benefit Compensation.** Notwithstanding the foregoing provision,
4 temporaries in the Seattle Division shall receive premium pay in lieu of benefits in accordance
5 with the Scannel Settlement until such time that the Health Department is incorporated into the
6 King County Personnel System, at which time they will be paid the same as County temporary
7 employees as outlined in above subsection.

8 **Per Diem Step Placement.** Per Diem Employees shall be paid at Step 1 of the pay
9 range or higher, depending on individual qualifications and work experiences as approved by
10 the department for the job classifications contained in Appendix A.

ARTICLE 3: NON-DISCRIMINATION

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

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

ARTICLE 4: EMPLOYMENT PRACTICES

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

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

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

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

26 (b). The Union and the Employer agree to bargain the impact of such changes which
27 are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the

1 Employer agrees to bargain the effects of such change. This Section 4.3.(b) may only be
2 grieved through Step 3 of the grievance procedure outlined in this Agreement.

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ARTICLE 5: HOURS OF WORK

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

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

11 **Section 5.3. Overtime** All time worked in excess of forty (40) hours in one week shall
12 be considered overtime paid for at the rate of one and one-half (1½) times the rate of pay. All
13 overtime requires prior authorization by the Employer.

14 Employees required to work four (4) or more hours beyond their regular shift shall be
15 provided an eight-dollar (\$8.00) meal allowance. Where unique situations develop requiring
16 the need for Employees to work overtime at their applicable work site, if possible, such unique
17 overtime will be assigned on the basis of Seniority at their applicable work site. A unique
18 overtime situation shall not include the need for an Employee to remain in the workplace
19 beyond their normal schedule in order to complete work on a patient or a series of patients.

20 **Section 5.4. Workweek** Nothing in this Article 5 shall limit the Employer's ability to
21 offer the Employee an alternative work schedule. Alternative work schedules shall include, but
22 are not limited to the following:

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

24 The following conditions shall apply with regard to a 4/40 work schedule:

- 25 a) A normal workday may consist of ten (10) hours to be scheduled on four
26 (4) consecutive days, Monday through Friday. An Employee working a 4/40 schedule
27 on a holiday shall be paid one and one-half (1½) times the regular rate of pay plus eight

1 (8) hours of holiday pay at straight time. Upon mutual agreement between the
2 Employee and Employer, a compensatory day off with eight (8) hours of straight-time
3 pay may be substituted for holiday pay. If a holiday falls on a regularly scheduled day
4 off or during vacation, an employee shall receive straight-time pay for eight (8) hours.
5 Employees shall be paid at the rate of one and one-half (1½) times the regular rate of
6 pay for work beyond ten (10) hours in one day or forty (40) hours in a workweek.

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

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

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

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

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

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

25 4. Upon prior approval by the Employer, employees may report to work at
26 another work facility closer to their residence in the event of inclement weather.
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ARTICLE 6: HOLIDAYS

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

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

Section 6.2. Holiday Pay

Section 6.2.(a) Personal Holidays Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. These days can be used in the same manner as any vacation day earned.

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

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

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

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

1 ***Section 6.2.(f) Holiday Pay for Alternative Work Schedules*** Holiday benefits shall be
2 based on an eight (8) hour day. Employees scheduled to work an alternative work week shall
3 be granted no more than ninety-six (96) holiday hours per year. An employee working an
4 alternative schedule, such as four ten-hour days, during which a holiday occurs shall have the
5 option of receiving eight (8) hours pay for the holiday pay or adding either accrued
6 compensatory or vacation time to the 8 hours of holiday pay in order to receive ten (10) hours
7 of pay for the holiday.
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ARTICLE 7: VACATION

Section 7.1. Accrual

Section 7.1.(a) Full-time employees shall accrue vacation as follows:

<u>Years Completed</u>	<u>Earned Per Month</u>	<u>Earned Each Year</u>
1—3 years inclusive	6.66 hours	10 days
4—11 years inclusive	10 hours	15 days
12 years and over	13.33 hours	20 days

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

Section 7.2. Use of Accrued Vacation

Section 7.2.(a) An employee may accumulate a vacation balance which shall never exceed at any time two times the number of annual vacation hours for which the employee is currently eligible. Exceptions can be made only when the Employer cancels an employee's previously scheduled and approved vacation.

Section 7.2.(b) Employees may use accumulated vacation with pay after completing one thousand forty (1040) hours or six (6) calendar Months, whichever occurs first.

Section 7.2.(c) The minimum vacation allowance to be used by an employee shall be one (1) hour.

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

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

Section 7.3. Vacation Scheduling The Health Department Director shall arrange vacation time for employees on such schedules as will least interfere with the functions of the Department but which accommodate the desires of the employee to the greatest degree possible. Employee vacation requests shall be approved or denied in writing within ten (10) workdays after submission to the Employer.

1 **Section 7.4. Vacation Usage Prior to a Leave of Absence** Employees must use all
2 accrued vacation prior to beginning a leave of absence without pay for non-medical reasons,
3 unless an exception is approved by the King County Director of OHRM.

4 **Section 7.5. PERS I Accrual Pay-Off** Employees who are eligible for participation in
5 the Public Employees' Retirement System Plan I, shall not be compensated for more than two
6 hundred and forty (240) hours of accrued vacation at the time of retirement. Vacation hours
7 accrued in excess of two hundred and forty (240) hours must be used prior to the employee's
8 date of retirement or such excess hours will be lost.
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ARTICLE 8: SICK LEAVE

1 **Section 8.1. Accrual** Sick leave with pay shall be earned by all full-time employees at
2 the rate of eight (8) hours per month, twelve (12) days per year. There shall be no maximum on
3 accrual of sick leave. A regular part-time employee shall accrue sick leave on a prorated basis
4 for all hours worked in a month. New employees shall accrue sick leave from date of hire.

5 **Section 8.2. Use of Accrued Sick Leave**

6 **Section 8.2.(a)** Employees may use accrued sick leave in accordance with applicable
7 federal, state, and local laws, including using sick leave for the illness or injury to the
8 employee, serious illness or injury to spouse, domestic partner or relatives living with and
9 dependent upon the employee, medical or dental care for the employee, and for maternity or
10 paternity leave. An employee is entitled to all benefits of this Agreement while using earned
11 sick leave, including the accrual of sick leave, vacation, holiday pay, retirement, and health and
12 welfare benefits.

13 **Section 8.2.(b)** The Health Department Director shall be responsible for proper
14 administration of the sick leave privilege. The employee may be required to furnish a certificate
15 issued by a licensed health care provider or other satisfactory evidence of illness to the
16 appointing authority for any requested sick leave absences of more than three (3) working days
17 or if abuse of sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary
18 action.

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

24 **Section 8.3. Sick Leave Payment**

25 **Section 8.3.(a)** Upon retirement, twenty-five percent (25%) of an employee's unused
26 sick leave credit accumulation can be applied to the payment of health care premiums, or to a
27 cash payment at the straight-time rate of pay of such employee in effect on the day prior to
28 his/her retirement.

1 **Section 8.3(b)**

2 Upon the death of an employee, twenty-five percent (25%) of such employee's accumu-
3 lated sick leave credits shall be paid to a designated beneficiary.

4 **Section 8.4. Wellness Incentive** Employees within the bargaining unit who, during a
5 calendar year, used less than thirty-three (33) hours of sick leave may convert eight (8) hours of
6 unused, accrued sick leave to a personal vacation day to be used in the next calendar year. This
7 benefit shall be prorated for Part-time Employees.

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

ARTICLE 9: RATES OF PAY

Section 9.1. Pay Increases

(a). Effective 1/1/95 the salary in effect on December 31, 1994, for each employee in the bargaining unit shall be increased by 2.7%.

(b). Effective 1/1/96 the salary in effect on December 31, 1995, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

(c). Effective 1/1/97 the salary in effect on December 31, 1996, for each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two percent (2%) or greater than a maximum of six percent (6%).

Section 9.2. Step Increases Employees shall move through the steps in their pay range based on longevity. Full-time Employees hired at Step 1 of their pay range shall receive one (1) step increase after six (6) months and one (1) step increase each year thereafter. Full-time Employees hired above Step 1 of their pay range shall receive a one (1) step increase after one (1) year and one (1) step increase each year thereafter. Part-time Employees shall receive step increases based on actual hours worked (i.e. a half-time employee hired above Step 1 of their pay range would receive a step increase after two (2) years).

Section 9.3. Lead Pay Employees properly assigned as leads shall receive a five percent (5%) premium.

Section 9.4. Out of Class Pay Employees performing work in a higher paying classification in excess of ten (10) working days, when properly assigned, shall receive the recruiting level salary for that classification or five percent (5%) above their present salary, whichever is greater. This five percent (5%) shall not apply to Oral Health Assistants fulfilling the requirements for reclassification to Dental Assistants.

ARTICLE 10: LEAVES OF ABSENCE

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Section 10.1. General Provisions The continuous service and seniority status of an employee shall not be interrupted while on unpaid leave due to industrial injury, military service or leave covered by the County's Family-Medical Leave Ordinance. The Employer shall pay for medical, dental, vision and disability insurance during any federal or state mandated leave of absence including but not limited to military duty or jury duty.

Section 10.2. Medical Leave Upon adoption of the revised King County Family Medical Leave Ordinance, the provisions of such ordinance shall be incorporated into this Agreement via a Memorandum of Understanding between the Union and the Employer.

Section 10.3. Maternity Leave Upon adoption of the revised King County Family Medical Leave Ordinance, the provisions of such ordinance shall be incorporated into this Agreement via a Memorandum of Understanding between the Union and the Employer.

Section 10.4. Family Leave Upon adoption of the revised King County Family Medical Leave Ordinance, the provisions of such ordinance shall be incorporated into this Agreement via a Memorandum of Understanding between the Union and the Employer.

Section 10.5. Bereavement Leave Employees shall be granted annually up to three (3) days leave with pay for the death of parents, children, children of spouse, siblings, spouse, domestic partner, and grandparents of the employee and parents and siblings of the employee's spouse. In no event may an employee be granted more than three (3) days paid bereavement leave per year.

Regular Full-time Employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family.

Section 10.6. Court Leave All regular employees ordered on a jury or to appear before a court of law in a matter related to their employment in the Seattle-King County Department of Public Health shall be entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County Office of Finance. Employees shall report back to their work supervisor when dismissed from jury service. The employee's

1 supervisor will advise employees of the method of charging for the absence prior to the
2 appearance date.

3 ***Section 10.7. Military Duty***

4 ***Section 10.7.(a)*** The appointing authority, with the approval of the Director of OHRM,
5 shall grant, for a period not exceeding fifteen (15) days during each calendar year, leaves of
6 absence with pay to employees, except temporary employees and administrative interns, for the
7 purpose of taking part in active military training duty as provided by state law, RCW
8 38.40.060; provided, that a request for such leave shall be submitted in writing by the employee
9 and accompanied by a validated copy of military orders ordering such active duty training duty.
10 The appointing authority and the Director of OHRM shall abide by applicable federal law in
11 granting any military leave of absence for a period in excess of fifteen (15) consecutive
12 calendar days.

13 ***Section 10.7.(b)*** For the purposes of this Section, "fifteen (15) days" refers to the
14 employee's working days and does not require an employee to take military leave for days that
15 the employee is not scheduled to work, even though the employee may be required to be
16 engaged in active training.

17 ***Section 10.7.(c)*** Any employee who, upon demand by the United States Government,
18 vacates his or her permanent position with the County either to determine his or her physical
19 fitness to enter, or to actually enter upon active duty or training in the Washington National
20 Guard, the United States Armed Services, or the United States Public Health Service shall
21 receive medical, dental and life benefits for the time period commencing with the beginning of
22 an employee's military leave of absence and continuing until active duty has been completed.
23 These employees shall continue to receive the medical, dental and life benefits that they
24 received prior to separation from County employment.

25 ***Section 10.8. Leave Without Pay*** Except where a leave of absence is taken in
26 conjunction with a worker's compensation claim, leaves of absence without pay are
27 administered as follows:

1. Leaves of absence without pay for periods of thirty (30) calendar days or less may be authorized in writing by the employee's division manager.

2. Leaves of absence without pay shall be for periods not to exceed one year except that the Director of OHRM may, in special circumstances, grant an extension beyond one year.

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

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

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

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

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

Section 10.9. Industrial Accident Leave

Section 10.9.(a) Employees shall continue to accrue service credit and seniority for the purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as a result of employment with the Employer covered by workers compensation insurance.

Section 10.9.(b) Sick leave may be used to supplement the amount of compensation received by an employee for workers compensation insurance, up to the amount normally received for regular hours worked prior to being on disability. Under no circumstance may the combined amount of workers compensation insurance and supplemental leave benefits exceed the employee's daily wages received prior to the industrial accident.

ARTICLE 11: GRIEVANCE PROCEDURE

1 The Union and the Employer recognize the importance and desirability of settling
2 grievances promptly and fairly in the interest of continued good employee relations and morale
3 and to this end the following procedure is outlined. To accomplish this, every effort will be
4 made to settle grievances at the lowest possible level of supervision. Employees will be
5 unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking
6 adjudication of their grievances.

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

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

12 **Section 11.1. Definition** A grievance shall be defined as an alleged violation of any of
13 the express terms of this Agreement.

14 No modifications in the basic violation being alleged pursuant to this grievance
15 procedure shall be made subsequent to the filing of a grievance unless mutually agreed to by
16 both the County and the grievant and/or the grievant's representative.

Step 1. Immediate Supervisor

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

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

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

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

11 **Step 2. Division Director**

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

19 **Step 3. Labor Relations**

20 If after thorough evaluation, the decision of the division director has not resolved the
21 grievance to the satisfaction of the employee, the grievance shall be presented to a designated
22 representative of the King County Office of Human Resource Management (OHRM) within ten
23 (10) workdays of the division director's response. All letters, memoranda, and other written
24 materials previously submitted shall be given to the OHRM representative for evaluation, and
25 the grievance shall also include the specific reason(s) the answer previously provided is not
26 satisfactory. The OHRM representative and the Union representative shall meet within ten (10)
27 workdays for the purpose of resolving the grievance. The OHRM representative shall provide
28 the Union with a written response to the grievance within ten (10) workdays of the Step 3

1 meeting. If the grievance is not pursued to the next higher level within ten (10) working days, it
2 shall be presumed resolved.

3 **Step 4. Grievance Mediation**

4 If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the
5 Employer and the Union may submit the grievance to the Public Employment Relations
6 Commission or another mutually agreed upon mediator for mediation within five (5) workdays
7 of the Employer's last response. If mediation fails to resolve the issue(s), then the matter may
8 be referred to arbitration.

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

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

18 **Step 5. Arbitration**

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

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

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

26 **a). Oral or written reprimands**

27 The Union or Employer may submit the issue(s) to arbitration within twenty (20)
28 workdays following conclusion of the last step. Failure to request arbitration within the above
time limits shall constitute an automatic forfeiture and an irrevocable waiver of the right to

1 process the grievance to arbitration. The notice requesting arbitration shall set fourth the
2 specific issue or issues still unresolved.

3 The parties shall select a mutually acceptable arbitrator. In the event that the parties are
4 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7)
5 arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The
6 arbitrator will be selected from the list by both the County representative and the Union, each
7 alternately striking a name from the list until only one name remains, with the grieving party
8 striking first.

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

17 *Section 11.2.* A designated shop steward and grievant(s) shall be granted reasonable
18 release time by their immediate supervisors for the purposes of attending the grievance
19 meetings outlined above.

20 If the supervisor is unable to grant release time at the time requested, she/he will
21 provide an alternative time when such release time can be granted.
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1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS**

2 **Section 12.1. County Insurance Committee** Medical, Dental, and Life Insurance
3 Benefits for those employees on King County Benefits shall be negotiated through the King
4 County Insurance Committee which negotiates with collective bargaining representatives of
5 King County as a group.

6 **Section 12.2. Conversion to County Benefits** Effective 1/1/96, employees currently on
7 City Benefits will move to King County Benefits. Benefits eligibility will at that time be
8 governed by King County benefit eligibility criteria.
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ARTICLE 13: HEALTH AND SAFETY

1 The Employer agrees to comply with all applicable federal, state and local laws and
2 regulations regarding health and safety.
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ARTICLE 14: REDUCTION IN FORCE

1 **Section 14.1. Order of Layoff** In the event of a reduction in force due to lack of work
2 and/or lack of funds or considerations of efficiency, layoffs shall be by Seniority. Seniority
3 shall be defined as an employee's adjusted service date within a classification. The position(s)
4 to be laid off shall be at the sole discretion of the Employer. If the Employer determines that an
5 employee possesses a unique skill or abilities which are essential to the operation of the
6 division, the Employer may retain such an employee and need not lay them off under the
7 seniority-based layoff procedure of this Article 10. The least senior employee(s) in the affected
8 job classification shall be laid off first; however, in the event of two (2) employees having the
9 same seniority in the affected job classification, ability and skill, shall be the determining factor
10 on retention. In lieu of laying off an employee, the Director of OHRM may reassign such
11 employee(s) to a comparable, vacant position, if the Director of OHRM determines such
12 reassignment to be in the best interest of the County.

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

- 18 1. The employee to be bumped has less Seniority in the lower classification than
19 the employee who elects to bump; and
- 20 2. The employee to be bumped is at a lower pay range than the employee who
21 elects to bump; and
- 22 3. The employee electing to bump has previously performed the duties of the
23 person (including work unit and function) he/she is electing to bump.

24 **Section 14.3. Placement** The County will attempt to place all employees scheduled for
25 layoff into vacant positions for which they qualify. Such qualifications shall be determined by
26 the Director of OHRM.

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

- 4 1. The expiration of two (2) years from the date of layoff.
 - 5 2. Re-employment within the County in a comparable position or job class.
 - 6 3. Failure to accept employment in a comparable position or job class or to report
7 to work.
 - 8 4. Failure to appear for a job interview after notification by telephone or by mail
9 addressed to the employee's last address on file with King County.
 - 10 5. Failure to respond within seven (7) days to a communication regarding
11 availability of employment.
 - 12 6. Request in writing by the laid-off employee to be removed from the list.
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ARTICLE 15: EDUCATION AND TRAINING

1 The Health Department and the Union agree continuous upgrading of employee's skills
2 and knowledge is beneficial to providing quality health care services to the public. Therefore
3 employees covered by this Agreement are encouraged to take advantage of opportunities
4 available for continuing education. The Employer recognizes the importance and value of
5 providing training opportunities. To that end, the Health Department will continue to have this
6 as a goal, making every effort to allow employees reasonable release time to attend training
7 sessions and seminars in their field.

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ARTICLE 16: MISCELLANEOUS

1 **Section 16.1. Reclassification of Oral Health Assistants** Upon successful completion
2 of the Dental Assistant Training and Practicum, Oral Health Assistants will be reclassified as
3 Dental Assistants. The Oral Health Assistant's wage upon reclassification will not change.

4 **Section 16.2. Dental Hygienist License Fee** The Employer shall pay for the Dental
5 Hygienist annual state license fee.

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

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

ARTICLE 17: MANAGEMENT RIGHTS

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Section 17.1. The County will continue to have, whether exercised or not, all the right, powers and authority heretofore existing including, but not limited to, the following: the right to determine the standards of services to be offered by the department; determine the standards of selection of employment; direct its employees; take disciplinary action; determine the methods, tools, and standards of evaluating employee performance, relieve its employees from duty because of lack of work or for other reasons; issue and endorse rules and regulations; maintain and improve the efficiency of governmental operations; determine the methods, means, and personnel by which the County operations are to be conducted; determine job classifications of County employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities, and to determine the work schedules of its employees. All the rights, responsibilities and prerogatives that are inherent in the County by virtue of all federal, state, and local laws and regulations provisions shall not be subject to any grievance or arbitration proceeding.

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

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

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

16 *Section 18.3.* The Union shall not question the unqualified right of the Employer to
17 discipline or discharge employees engaging in or encouraging such action. It is understood that
18 such action on the part of the Employer shall be final and binding.
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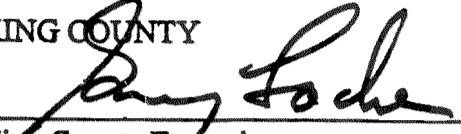
ARTICLE 18: SEPARABILITY

1 In the event that any provision of this Agreement shall be determined to be illegal or in
2 violation of any federal, state or local law or regulation, whether by judicial or administrative
3 determination, the remainder of this Agreement shall remain in full force and effect. The
4 parties shall within thirty (30) days of such determination enter into negotiations for the
5 purpose of achieving replacement language.
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ARTICLE 19: DURATION

This Agreement and each of its provisions shall be effective January 1, 1995 through December 31, 1997.

APPROVED this 21st day of November, 1995.

KING COUNTY

King County Executive

SIGNATORY ORGANIZATION:



Jim Johnson
Office and Professional Employees International Union
Local 8

Director of Labor Relations
City of Seattle