

April 30, 1996  
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BRIAN DERDOWSKI GREG NICKELS  
LARRY PHILLIPS

Introduced by LARRY GOSSETT

96-451

Proposed No.

ORDINANCE NO. **12298**

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AN ORDINANCE approving and adopting the  
Collective Bargaining Agreement negotiated by  
and between King County and the Washington State  
Council of City and County Employees, AFSCME,  
Local 21, and establishing the effective date of  
said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County  
and the Washington State Council of City and County Employees, AFSCME, Local 21,  
representing employees in the Seattle-King County department of public health and attached  
hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from  
January 1, 1996, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 20<sup>th</sup> day of  
May, 19 96.

PASSED by a vote of 12 to 0 this 28<sup>th</sup> day of  
May, 19 96.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 4<sup>th</sup> day of June, 19 96.

Sam Locke  
King County Executive

Attachment:  
Collective Bargaining Agreement





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2 **ARTICLE 2: RECOGNITION AND BARGAINING UNIT**

3       **Section 1.** The Employer hereby recognizes the Union as the exclusive collective  
4 bargaining representative of Health Department employees whose job classifications and  
5 assignment levels are listed in the attached Appendix. This shall include all such employees not  
6 otherwise excluded in the following sections of this Article.

7       **Section 2.** The following define terms used in this Agreement:

8       Full-time Employee: An employee who is appointed to a budgeted position to work in  
9 other than a temporary status for forty (40) hours per week.

10       Part-time Employee: An employee who is appointed to a budgeted position to work in  
11 other than a temporary status for at least twenty (20) hours but less than forty (40) hours per week.

12       Temporary Employee: An employee hired when additional work requires a temporarily  
13 augmented work force, or to temporarily fill grant funded positions, or in the event of an  
14 emergency, or to fill in for the absence of a regular employee, or to fill a vacancy in a regular  
15 position for a short period while said position is waiting to be filled by a regular employee.

16       Provisional Employee: An employee appointed to fill a budgeted position for which no  
17 certification is available.

18       **Section 3.** Temporary employees shall be exempt from all provisions of this Agreement,  
19 except Sections 3 through 7 of this Article, Article 4 (as modified by Section 5 of this Article),  
20 and Article 17, Section 5.

21       **Section 4.** Temporary employees shall be paid for all hours worked at the first pay step of  
22 the hourly rate of pay set forth within Appendix A covering the classification of work in which  
23 he/she is employed. Any exception must be approved in writing by the Director of Public Health  
24 with notice to Local 21.

25       **Section 5.** A temporary employee shall, after having worked 174 straight-time hours, pay  
26 to the Union, in lieu of the Union security requirement under Article 4 , a service fee in an amount  
27 equal to the Union's regular monthly dues uniformly required of regular Department employees for  
28 each 174 straight-time hours worked thereafter within the bargaining unit.

1        **Section 6.** Temporary Employees. Temporary employees in a position for 20 or more  
2 hours per week, shall receive compensation of 15% of base salary in lieu of leave benefits for each  
3 hour worked during that work week. After six (6) calendar months service a temporary employee  
4 shall be given the a performance examination pursuant to Personal Guideline 12.25, and if  
5 applicable, shall have their name added to existing employment registers for the classification in  
6 which they are working. A temporary in a position which will be grant funded may be tested as  
7 soon as FTE authority has been granted.

8        **Section 7.** Temporary employees who have worked in excess of 520 straight time hours  
9 within the previous twelve-month period, and who are appointed to a regular position without a  
10 break in service shall have his/her time worked within the previous twelve-month period counted  
11 for purposes of salary step placement and seniority for purposes of determining layoff order.

12        **Section 8.** The Employer shall not use temporary employees to supplant regular positions.

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

17        **Section 10.** The Department may establish on-the-job training program(s) in a different  
18 classification and/or within another bargaining unit for the purpose of providing individuals an  
19 opportunity to compete and potentially move laterally and/or upward into new career fields. Prior  
20 to implementation of such a program(s) relative to bargaining unit employees, the Department shall  
21 discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit  
22 jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of  
23 either party.

24        **Section 11.** Training. The Employer recognizes the importance and value of providing  
25 training opportunities. To that end, the department will continue to make every effort to allow  
26 employees reasonable release time to attend training sessions and seminars in their field. In  
27 addition, the department will continue to explore methods of providing training sessions and  
28 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.

1 a. As part of its public responsibility, the Department may participate in or establish  
 2 public employment programs to provide employment and/or training for and/or service to the  
 3 Department by various segments of its citizenry. Such programs may result in individuals  
 4 performing work for the Department which is considered bargaining unit work pursuant to RCW  
 5 41.56. Such programs have included and may include youth training and/or employment programs,  
 6 adult training and/or employment programs, vocational rehabilitation programs, work study and  
 7 student intern programs, court-ordered community service programs, volunteer programs, and  
 8 other programs with similar purposes. Some examples of such programs already in effect include  
 9 Summer Youth Employment Program (SYEP), Youth Employment Training Program (YTEP),  
 10 Work Study, and court-ordered Community Service. Individuals working for the Department  
 11 pursuant to such programs shall be exempt from all provisions of this Agreement.

12 b. The Department shall have the right to implement new public employment programs  
 13 or expand its current programs beyond what exists as of the signature date of this Agreement.  
 14 Where such implementation or expansion involves bargaining unit work and results in a significant  
 15 departure from existing practice, the Department shall give thirty (30) days' advance written notice  
 16 to the Union of such. Upon receipt of a written request from the Union thereafter, the Department  
 17 shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any  
 18 provision to the contrary, the expanded use of individuals under such a public employment  
 19 program which involves the performance of bargaining unit work with the Department, beyond  
 20 what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered  
 21 by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this  
 22 Agreement which recently had been occupied by a regular full-time employee that performed the  
 23 specific bargaining unit work now being or about to be performed by an individual under one of  
 24 the Department's public employment programs.  
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1 **ARTICLE 3: MANAGEMENT RIGHTS**

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2       **Section 1.** The right to hire, appoint, promote, discipline for just cause, improve  
3 efficiency, and determine work schedules and the location of Department facilities are examples of  
4 management prerogatives. It is understood that the Health Department retains its right to manage  
5 and operate its divisions except as may be limited by an express provision of this Agreement. This  
6 Agreement shall not limit the right of the Employer to contract for services of any and all types.

7       **Section 2.** Delivery of health services in the most efficient, effective, and courteous  
8 manner is of paramount importance to the Department and, as such, maximized productivity is  
9 recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the  
10 parties hereby recognize the Employer's and the Department's right to determine the methods,  
11 processes, and means of providing health services, the right to increase or diminish operations, in  
12 whole or in part, the right to increase, diminish or change equipment, including the introduction of  
13 any and all new, improved, or automated methods or equipment, and the assignment of employees  
14 to specific jobs within the bargaining unit.

15       **Section 3.** The Union recognizes the Employer's and the Department's right to establish  
16 and/or revise the Department's performance evaluation system. Such system may be used to  
17 determine acceptable performance levels, prepare work schedules, and to measure the performance  
18 of each employee or group of employees.  
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**ARTICLE 4: UNION MEMBERSHIP AND DUES**

**Section 1.** The Employer agrees that the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status.

**Section 2.** The Employer 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 Employer.

**Section 3.** The Union agrees to indemnify and save harmless the Employer 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 aforereferenced 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 Office of Human Resource Management (OHRM) Director, in writing when it is seeking discharge of an employee for noncompliance with section 4 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 County Director of OHRM). 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 4.

The contents of the "Request for Discharge Letter" shall specifically request the discharge of the employee for failure to abide by Section 4 of Article 4, but provide the employee and the Employer 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



1 request for the employee's discharge. In the event the employee has not yet fulfilled the obligation  
2 set forth within Section 4 of this Article within the thirty (30)-calendar day period noted in the  
3 "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the Health  
4 Department Director with copies to the affected employee and the County, its original written  
5 request for discharge of such employee. Unless sufficient legal explanation or reason is presented  
6 by the employee why discharge is not appropriate or unless the Union rescinds its request for the  
7 discharge the Employer shall, as soon as possible thereafter, effectuate the discharge of such  
8 employee. If the employee has fulfilled the union security obligation within the thirty (30)-  
9 calendar day period, the Union shall so notify the Health Department Director in writing, with a  
10 copy to the County and the affected employee. If the Union has reaffirmed its request for  
11 discharge, the Health Department Director shall notify the Union in writing, with a copy to the  
12 County and the affected employee, that the Department effectuated, or that the Health Department  
13 has not discharged the employee, setting forth the reasons why it has not done so.  
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1 **ARTICLE 5: GRIEVANCE PROCEDURE**

2       **Section 1.** The Department recognizes the importance and desirability of settling  
3 grievances promptly and fairly in the interest of continued good employee relations and morale.  
4 To accomplish this, every effort will be made to settle grievances at the lowest possible level of  
5 supervision with the understanding that grievances will be filed at the step at which there is  
6 authority to adjudicate, provided the immediate supervisor is notified.

7       **Section 2.** A contract grievance in the interest of a majority of the employees in the  
8 bargaining unit shall be reduced to writing by the Union and may be introduced at Step 2 of the  
9 grievance procedure and processed within the time limits set forth therein.

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

13       **Section 4.** Employees will be unimpeded and free from restraint, interference, coercion,  
14 discrimination, or reprisal in seeking adjudication of their grievance.

15       Probationary employees shall not have the right to pursue grievances over dismissal but  
16 shall be able to pursue grievances as otherwise provided. Employees reverted during a trial  
17 service period shall not have the right to pursue grievances over reversion but shall be able to  
18 pursue grievances as otherwise provided.

19       **Section 5.** Definition. Any dispute arising during the term of this Agreement between the  
20 Employer and the Union or between the Employer and any employee covered by this Agreement  
21 concerning the interpretation, application, claim of breach or violation of the express terms of this  
22 Agreement shall be deemed a grievance.

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

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

1        Section 6. Grievance procedure.

2        Step 1: A grievance shall be presented in writing by the aggrieved employee and/or Union  
3 representative to the employee's immediate supervisor within ten (10) working days of the alleged  
4 contract violation. The grievance notice shall be dated and shall include the date of the incident,  
5 the issue(s), and the due date (ten (10) working days) for the immediate supervisor's response.  
6 After consulting with the District Administrator/Manager, the immediate supervisor shall attempt  
7 to resolve the matter and notify the employee or Union representative in writing within ten (10)  
8 working days of receipt of the grievance.

9        If the employee and/or Union representative has not received a response at Step 1 within  
10 the time frames listed above, the grievance may be elevated to Step 2. If the grievance is not  
11 pursued to the next step within ten (10) working days following receipt of the written Step 1  
12 response from the immediate supervisor, it shall be presumed resolved.

13        Step 2: If the grievance is not resolved at Step 1 or is filed initially at Step 2, the employee  
14 or Union representative shall present the grievance in writing, specifying the section(s) of the  
15 contract allegedly violated and the remedy sought. The grievance shall then be presented to the  
16 Division Director for investigation, discussion and written reply. The Division Director, after  
17 consulting with the Department Director, shall make a written decision and present it to the  
18 aggrieved employee and/or Union representative with a copy mailed to the Union within  
19 ten(10)working days after receipt of the Step 2 grievance. If the employee and/or Union  
20 representative has not received a response at Step 2 within the time frames listed above, the  
21 grievance may be elevated to Step 3. If the grievance is not pursued to the next higher level within  
22 ten (10) working days from the Union's receipt of the Division Director's written response, it shall  
23 be presumed resolved.

24        Step 3: If the decision of the Division Director has not resolved the grievance, the  
25 grievance may be presented to the King County Director of OHRM. The grievance shall then be  
26 presented to a committee comprised of one representative from the Union, one representative from  
27 the Department, and the King County Director of OHRM or designee, who shall act as Chair.

28        Within ten (10) working days following notification by the Union, the committee shall  
convene a hearing for the purpose of resolving the grievance. Both parties to the grievance shall  
be entitled to call witnesses on their behalf, and all such hearings shall be closed for the purpose of  
maintaining confidentiality, unless otherwise mutually agreed. The committee shall render its  
written decision within five (5) working days of the hearing.

1        Step 4: Should this committee be unable to agree or should the decision of the committee  
2 not resolve the grievance to the satisfaction of the Union or the Department, either the Union or  
3 the Department may request arbitration within thirty (30) calendar days of the Union's receipt of  
4 the Step 3 decision. Grievances relating to written or oral reprimands shall not be appealed to  
arbitration. The request for arbitration must specify:

- 5        a.        Section(s) of the Agreement allegedly violated
- 6        b.        Nature of the alleged violation
- 7        c.        Remedy sought.

8        The Union and the County shall then select a third disinterested party to serve as arbitrator.  
9 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be  
10 selected from a panel of seven arbitrators furnished by the Federal Mediation and Conciliation  
11 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.

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

- 14        1.        The arbitrator shall have no power to render a decision that will add to, subtract  
15 from, alter, change, or modify the terms of this Agreement, and all other matters  
16 shall be excluded from arbitration.
- 17        2.        The decision of the arbitrator shall be final, conclusive and binding upon the  
18 Employer, the Department, the Union, and the employee involved.
- 19        3.        The cost of the arbitrator shall be borne equally by the Department and the Union.  
20 Each party shall bear the cost of presenting its own case including the cost of any  
21 witnesses appearing on that party's behalf.
- 22        4.        The arbitrator's decision shall be made in writing and shall be issued to the parties  
23 within thirty (30) calendar days after the case is submitted to the arbitrator.
- 24        5.        Any arbitrator selected under Step 4 of this Article shall function pursuant to the  
25 voluntary labor arbitration regulations of the American Arbitration Association  
26 unless stipulated otherwise in writing by the parties to this Agreement.
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1 There shall be no strike, cessation of work or lockout during hearings or arbitrations.

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

5 Section 7. An employee covered by this Agreement must, upon initiating objections  
6 relating to disciplinary action, use either the contractual grievance procedure contained herein or  
7 disciplinary appeals under the King County Personnel Guidelines.

8 Under no circumstance may an employee use both the contractual grievance procedure and  
9 a personnel system appeal procedure relative to the same action. If there are dual filings with the  
10 grievance procedure and a personnel system appeal procedure, the Department will send notice of  
11 such filings by certified mail to the employee(s) and the Union. The Union will notify the  
12 Department by certified mail within fifteen (15) calendar days from the date of receipt of the notice  
13 if it will use the contractual grievance procedure. If no such notice is received by the Department,  
14 the contractual grievance action shall be deemed to be withdrawn.  
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1 **ARTICLE 6: WORK STOPPAGES**

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

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**ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY****Section 1.**

a. Effective January 1, 1996, the classifications/assignment levels of employees covered by this Agreement and the corresponding rates of pay are set forth in Appendix A which is attached hereto and made a part of this Agreement. These rates shall reflect a 2.25% wage increase

b. Effective January 1, 1997 the base wage rates set forth in Appendix A shall be increased by 90% of the increase in the U.S. Cities CPI-W from September 1995 to September 1996. The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth of a percent.

c. Effective January 1, 1998, the base wage rates set forth in Appendix A shall be increased by 90% of the increase in the U.S. Cities CPI-W from September 1996 to September 1997. The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth of a percent.

d. Compensation and Classification Study. Upon completion of the County's Classification and Compensation study the County shall notify the Union in order to schedule negotiations of the findings. Negotiations shall commence no later than thirty (30) days after such notice.

e. Bi-Weekly Payroll. Upon adoption by the King County Council The County may use a bi-weekly payroll.

**Section 2.** An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which he was entitled in his former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee who has completed twenty five (25) years of service with the Employer and who within five (5) years of a reduction in lieu of layoff to a position in a class having a lower salary range, such employee shall receive the salary he or she was receiving prior to such second reduction as an "incumbent" for so long as he or she remains in such position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

1        **Section 3.** When a position is reclassified to a new or different class having a different  
2 salary range, the employee occupying the position immediately prior to and at the time of  
3 reclassification shall receive the salary rate which shall be determined in the same manner as for a  
4 promotion; provided that, if the employee's salary prior to reclassification is higher than the  
5 maximum salary of the range for such new or different class, he shall continue to receive such  
6 higher salary as an "incumbent" for so long as he remains in such position or until the regular  
7 salary for the classification exceeds the "incumbent" rate of pay.

8        **Section 4.**

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

11        b.        Step Increases:

12                1. Salary increases during Probation. Upon completion of six (6) months of  
13 service, an employee's salary shall be advanced to Step 2, if the rate currently paid is step 1. If  
14 the employee's initial step placement is at Step 2 or above, it shall be advanced to the next higher  
15 step, upon completion of twelve (12) months satisfactory performance. An increase beyond Step 2  
16 is permissive, and may be given at the discretion of the appointing authority, with notice given to  
17 the Union.

18                2. Regular Step Increases. Step increases shall be granted annually thereafter, and  
19 shall be based upon satisfactory performance.  
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1 **ARTICLE 8: ANNUAL VACATIONS**

2 **Section 1.** Regular, full-time employees, shall receive vacation benefits as indicated in the  
 3 following table:

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 5 **EQUIVALENT ANNUAL VACATION**  
 6 **FOR FULL-TIME EMPLOYEE**

7	Vacation Earned Per Hour	Completed Years of Service	Working Days Per Year	8 hour Equivalent
8	.0460	0-4	12	96
9	.0577	5-7	15	120
10	.0615	8-9	16	128
11	.0769	10-15	20	160
12	.0807	16	21	168
13	.0846	17	22	176
14	.0885	18	23	184
15	.0923	19	24	192
16	.0961	20	25	200
17	.1000	21	26	208
18	.1038	22	27	216
19	.1076	23	28	224
20	.1115	24	29	232
21	.1153	25	30	240

22 Employees shall expend accrued hours of vacation on an hour-for-hour basis. That is, an  
 23 employee working a 10-hour day shall use 10 hours for each day of vacation.

24 **Section 2.** Employees shall accrue vacation benefits on an hourly basis..

25 **Section 3.** Vacation benefits for regular, part-time employees will be established based  
 26 upon the number of regular compensated hours.

27 **Section 4.** No person shall be permitted to work for compensation for the County in any  
 28 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.

1 **Section 6.** Upon termination for any reason, the employee will be paid for unused vacation  
2 credits up to maximum allowable accumulated vacation.

3 **Section 7.** Temporary employees will not be granted vacation benefits.

4 **Section 8.** In cases of separation by death, payment of unused vacation benefits shall be  
5 made to the employee's estate, or in applicable cases, as provided by R.C.W., Title 11.  
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7 **Section 9.** Employees may continue to accrue additional vacation beyond the maximum  
8 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be  
9 lost.

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

13 **Section 10.** Full time Regular employees may accrue up to sixty (60) days vacation leave.  
14 Part-time regular employees who are employed at least half-time may accrue vacation leave up to  
15 sixty (60) days prorated to reflect their normally scheduled workweek.

16 **Section 11.** Employees who were employed on or before December 31, 1995 and who  
17 have completed at least three (3), but less than five (5), full years of service shall accrue fifteen  
18 days of vacation per year. At the end of the fifth full year of service, such employees shall accrue  
19 vacation as set forth in Section 1 of this Article.

20 **Section 12.** Shared leave. Employees may share leave with other County employees in  
21 accordance with King County Ordinance on this subject. Donation of vacation leave hours and  
22 donation of sick leave hours.

23 A. Vacation leave hours.

24 1. Any full-time regular employee or part-time regular employee, who is  
25 employed at least half-time and receives vacation and sick leave may donate a portion of his  
26 or her accrued vacation leave to a full-time regular employee or part-time regular employee  
27 who is employed at least half-time and receives vacation and sick leave. Such donation will  
28 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.

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

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

11       B.       Sick leave hours.

12           1.       Any full-time regular employee or part-time regular employee who is  
13 employed at least half-time and receives vacation and sick leave may donate a portion of his  
14 or her accrued sick leave to a full-time regular employee or part-time regular employee who  
15 is employed at least half-time and receives vacation and sick leave, upon written notice to  
16 the donating and receiving employees' department director(s).

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

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

27       C.       All donations of vacation and sick leave made under this chapter are strictly  
28 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 reversion.

**Section 13.** All other leaves shall be as provided by King County Ordinance.

1 **ARTICLE 9: HOLIDAYS**

2 **Section 1.** The following day or days in lieu thereof shall be recognized as holidays  
3 without salary deduction:

4 New Year's Day	January 1
5 Martin Luther King, Jr's Birthday	Third Monday in January
6 President's Day	Third Monday in February
7 Memorial Day	Last Monday in May
8 Independence Day	July 4
9 Labor Day	First Monday in September
10 Veteran's Day	November 11
11 Thanksgiving Day	Fourth Thursday in November
12 Day after Thanksgiving Day	Day immediately following
13 Christmas Day	December 25
14 2 Personal Holidays	

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

21 **Section 2.** Personal Holidays

22 a. Employees shall be granted two personal holidays to be administered through the  
23 vacation plan. One day shall be granted the first of October and one day shall be granted the first  
24 of November.

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

27 **Section 3.** Holidays paid for but not worked shall be recognized as time worked for the  
28 purpose of determining weekly overtime.

**Section 4.** 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.

1        **Section 5.** To qualify for holiday pay, employees covered by this Agreement must have  
2 been on the payroll prior to the holiday and on pay status the normal workday before and the  
3 normal workday after the holiday; provided, that employees returning from nonpay leave starting  
4 work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of  
5 work.

6        **Section 6.** A permanent part-time employee shall receive prorated paid holiday time off (or  
7 paid time off in lieu thereof) based upon straight time hours compensated during the pay period  
8 immediately prior to the pay period in which the holiday falls.

9        **Section 7. Holiday Pay for Employees on Alternative Work Schedules**

10       Employees scheduled to work an alternative work week, such as four ten-hour days, shall  
11 be granted no more than ninety-six (96) holiday hours per year. Employees working alternative  
12 work weeks whose departments close on a designated holiday will be allowed to use accrued but  
13 unused time off (vacation or compensatory time) or take leave without pay, or by mutual  
14 agreement with the supervisor, the employee shall be allowed to work to make up the hours during  
15 that same work week. In no event will the rescheduling of hours in this manner be allowed if the  
16 resulting hours of work will result in overtime pay. When a holiday falls on an employee's  
17 regularly scheduled day off, the employee will have the option of receiving the holiday pay at the  
18 straight time rate in the same pay period or of scheduling an alternate paid day off within thirty  
19 (30) days of the actual holiday.  
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1 **ARTICLE 10: SICK LEAVE, INDUSTRIAL INJURY, AND BEREAVEMENT LEAVE**

2 **SICK LEAVE**

3 **Section 1.** Every regular, full-time employee shall accrue sick leave benefits at the rate of  
4 0.046 hours for each hour in a pay status exclusive of overtime up to a maximum of 8 hours per  
5 month, except that sick leave shall not begin to accrue until the first of the month following the  
6 month in which the employee commenced service.

7 **Section 2.** Every regular, part-time employee shall receive sick leave benefits  
8 proportionate to the employee's regular work day. For example: If a part-time employee normally  
9 works four hours per day and the department's normal work day is eight hours, the employee will  
10 receive four hours of sick leave benefits for the month.

11 **Section 3.** Extra-help employees receive no sick leave benefits.

12 **Section 4.** After six months of full-time service a regular employee may, at her/his  
13 division manager's discretion, be permitted to use up to one-half of her/his accruing vacation (5  
14 days) as an essential extension of used sick leave. If an employee does not work a full 12 months,  
15 any vacation credit used for sick leave must be reimbursed to the County upon termination.

16 **Section 5.** Sick leave shall accrue on a hourly basis starting with the first of the month  
17 following the month the employee commenced employment. An employee is not entitled to sick  
18 leave if not previously earned.

19 **Section 6.** Sick leave may be used in one-half hour increments at the discretion of the  
20 division manager.

21 **Section 7.** There shall be no limit to the hours of sick leave benefits accrued by an  
22 employee.

23 **Section 8.** Accrued sick leave may be used for the following reasons:

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

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

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

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

7           3.     Exposure to contagious diseases and resulting quarantine.

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

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

12          6.     To care for the employee's child or the child of an employee's domestic partner if  
13 the following conditions are met:

14           a.     The child is under the age of eighteen;

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

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

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

21           **Section 9.** Illness within the employee's immediate family which requires the attendance of  
22 the employee or where the employee's presence on the job could jeopardize the health of fellow  
23 employees. Under these conditions, the employee may use accrued sick leave the same as if the  
24 employee was personally under a medical disability. The supervisor may require a doctor's  
25 certificate showing the requirement that the employee be in attendance.

26           **Section 10.** In each case of absence due to illness or injury, it shall be the responsibility of  
27 the employee to notify the employee's supervisor of the absence and the anticipated duration of the  
28 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 11.** Up to one day of sick leave may be used by a male employee for the purpose  
of being present at the birth of his child.

1        **Section 12.** An employee who has exhausted all of his/her sick leave may use accrued  
2 vacation leave as sick leave before going on leave of absence without pay, if approved by the  
3 department.

4        **Section 13.** Department management is responsible for the proper administration of the  
5 sick leave benefit.

6        **Section 14.** Separation from King County employment, except by retirement, death or  
7 reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently  
8 accrued to the employee. Should the employee resign in good standing and return to the County  
9 within two years, accrued sick leave shall be restored.

10       **Section 15.** Sick leave because of an employee's physical incapacity will not be approved  
11 when the injury is directly traceable to simultaneous employment other than with King County.

12       **Section 16.** King County will reimburse those employees who have at least five (5) years  
13 service and retire as a result of length of service or who terminate by death, thirty-five percent  
14 (35%) of their unused, accumulated sick leave. All payments shall be made in cash, based on the  
15 employee's base rate, and there shall be no deferred sick leave reimbursement.

16       **Section 17.** Employees injured on the job cannot simultaneously collect sick leave and  
17 workers compensation payments greater than net pay of the employee. Administrative rules will  
18 be established to allow for payments equal to net regular pay of employees qualifying under  
19 workers compensation.

20       **Section 18.** Employees will be allowed to use paid sick leave for volunteering at their  
21 children's school as provided for by King County Ordinance.

22       **Section 19.** Wellness Incentive

23       Bargaining unit employees who, during a calendar year use less than thirty-three (33) hours  
24 of sick leave, may convert eight (8) hours of unused, accrued sick leave to a personal vacation day  
25 to be used in the next calendar year. This incentive shall be prorated for regular, part-time  
26 employees.  
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**INDUSTRIAL INJURY**

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2 **Section 1.** All employees shall be covered by the County's Industrial insurance Program  
3 except that any claim filed under the City's Industrial insurance program prior to the date of  
4 transfer Date, whether still open or reopened after that date, shall continue to be administered by  
5 the City of Seattle under its program.

6 **Section 2.** Appeals of any denials under this Article shall be made through the Department  
7 of Labor and Industries as prescribed in Title 51 RCW.

**BEREAVEMENT/FUNERAL LEAVE**

8 **Section 1. Annual Entitlement.** All employees except temporary employees and  
9 administrative interns shall be entitled to three working days of bereavement leave a year due to  
10 the death of members of their immediate family. For purposes of this section, "immediate family"  
11 shall mean persons related by blood or marriage or legal adoption as follows: mother, mother-in-  
12 law, father, father-in-law, legal spouse, son, daughter, grandparent, grandchild, brother or sister  
13 of the employee or, in lieu of the legal spouse, a significant other person or domestic partner living  
14 in the employee's household.

15 **Section 2. Use of Sick Leave for Bereavement Purposes.** Regular full time employees who  
16 have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three  
17 days for each instance when death exists to a member of the employee's immediate family. One  
18 day of sick leave per year may be used for the attendance of a funeral of other than a member of  
19 the employee's immediate family.

20 **Section 3.** In cases of family death where no sick leave benefit is authorized or exists, an  
21 employee may be granted leave without pay.

22 **Section 4. Holidays and Regular Days Off.** In the application of any of the foregoing  
23 provisions, holidays or regular days off falling within the prescribed period of absence shall not be  
24 charged.

25 **Section 5. Pro-Rata Benefit for Part Time Employees.** Regular part-time employees shall  
26 be entitled to bereavement leave in the same proportion as the number of hours worked is to the  
27 number of hours scheduled for a full time position.  
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1 ARTICLE 11. ORGAN DONORS LEAVE

2           **Section 1.** Leave for Organ Donors. The Department shall allow employees eligible for  
3 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily  
4 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone  
5 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave  
6 without having such leave charged to family leave, sick leave, vacation leave or leave of absence  
7 without pay; provided that the employee shall:

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

12           2. Provide written proof from an accredited medical institution, organization or  
13 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or  
14 tissue or to participate in any other medical procedure where the participation of the donor is  
15 unique or critical to a successful outcome.

16           **Section 2.** Time off from work for the purposes set out above in excess of five (5) working  
17 days shall be subject to existing leave policies contained in this collective Bargaining Agreement.  
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1 **ARTICLE 12. LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY**

2       **Section 1.** It is the policy of the County to recognize that pregnancy is a normal event in a  
3 woman's life and that provisions shall be made to provide all female employees the opportunity to  
4 continue to participate in the work force during and up to three (3) months after a pregnancy.

5       **Section 2.** A female employee, who upon the advice of her physician, cannot safely  
6 perform all of the normal duties of her job due to pregnancy and who indicates a desire to continue  
7 working prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon  
8 concurrence of the director receive consideration for temporary reassignment. The County shall,  
9 where reasonably possible, accommodate a female employee's desire for medically approved  
10 continued employment during pregnancy and up to three (3) months thereafter via one (1) or more  
11 of the three (3) alternatives listed. The first alternative shall have preference and assignments  
12 and/or reassignments shall be given within an employee's department where possible. The office  
of human resources management shall be responsible for coordination of the following limited duty  
alternatives:

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

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

16           c. Only if the director concurs that an employee cannot reasonably be  
17 accommodated by paragraphs Section 2.a or b in this Article, temporary reassignment of the  
18 employee can be made to another classification for which the employee is qualified but with lesser  
19 pay, to be assigned at the pay step closest to that which the employee was receiving in her normal  
job classification.

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

22       **Section 4. Limitations.**

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

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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.

**Section 5.** Procedures. The director will develop procedures to implement this policy which shall include verification of the medical basis for the limited duty request. The Union and Seattle King County Health Department agree to meet to review the procedures following their development by the Office of Human Resource Management Director.

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

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

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

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

1 **ARTICLE 14: RETIREMENT**

2           **Section 1.** All employees hired prior to January 1, 1996 shall continue to be covered by  
3 the applicable retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle  
4 City Employees Retirement System, PERS I, or PERS II.

5           Contributions to the applicable retirement system shall be made in accordance with the  
6 respectively applicable City ordinance(s), County ordinance(s), or state law.

7           **Section 2.** All employees hired after January 1, 1996 shall be covered by the state PERS  
8 Retirement System, pursuant to applicable County ordinance(s) and state law.

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1 **ARTICLE 15: UNION REPRESENTATIVES**

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

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1 **ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION**

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

8       **Section 2.** Employees in a training capacity may be assigned work normally performed by  
9 an employee in a higher classification/ assignment level, except that they will not be assigned the  
10 duties of a higher classification/assignment level to circumvent the intent of Section 1 hereof.

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

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

17       **Section 3.** Employees covered by this Agreement may be temporarily assigned to perform  
18 the duties of a lower classification/assignment level without a reduction in pay.  
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1 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

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

4 **Section 2.** Alternative Work Schedules. It is hereby agreed that the Department may,  
5 notwithstanding Section 1 of this Article, upon notice to the Union, agree to a 4/10 or other  
6 alternative work schedules affecting employees covered by this Agreement, subject to such terms  
7 and conditions as established by the Department. An alternative work schedule is defined as any  
8 schedule of hours of work other than the traditional five eight-hour days within a seven day work  
9 week. Examples of alternative work schedules include but are not limited to:

- 10 • 4/10 hour work days  
11 • 9/8-off alternating work week schedule. (The record keeping time-sheet for this schedule  
12 must be one which meets the FLSA standards dividing between two work weeks mid shift  
13 on the fifth day of work which is either 8 hours or a day off.)

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

- 15 • Overtime shall be paid for any hours worked in excess of forty (40) hours per week;  
16 • Vacation benefits shall be accrued and expended on an hourly basis;  
17 • Sick Leave benefits shall be accrued and expended on an hourly basis;  
18 • Holidays shall be granted in accordance with Article 9 of this Agreement;  
19 • Employee participation shall be on a voluntary basis;  
20 • The department retains the right to modify or revoke such schedule. When operationally  
21 feasible, the department will provide the employee at least thirty (30) days notice prior to  
22 such change.

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

25 **Section 4.** Employees covered by this Agreement shall be provided an uncompensated  
26 meal time which shall not exceed one (1) hour.  
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1        **Section 5.** All work performed in excess of forty (40) hours in any work week or in excess  
2 of the employee's regularly scheduled shift of not less than eight (8) hours shall be considered as  
3 overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the hourly  
4 regular rate of pay.

5        **Section 6.** For employees covered by this Agreement, overtime shall be paid at either the  
6 applicable overtime rate or by mutual consent between the employee and his/her supervisor,  
7 compensated for by compensatory time off at the applicable overtime rate and in such a manner so  
8 as not to conflict with the Fair Labor Standards Act (FLSA).

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

12        **Section 8.** When management deems it necessary, work schedules may be established other  
13 than the normal Monday through Friday schedule.

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

16        **Section 10.** Meal Reimbursement.

17        a. When an employee is specifically directed by the Department to work two (2) hours  
18 or longer prior to the beginning of or the end of his/her normal work shift of not less than eight (8)  
19 hours and the employee actually purchases a reasonably priced meal away from the employee's  
20 place of residence as a result of such additional hours of work, the employee shall be reimbursed  
21 for the "reasonable cost" of the meal. In order to receive reimbursement, the employee must  
22 furnish the Department with a receipt for the meal no later than the beginning of his/her next  
23 regular shift; otherwise the employee shall be paid a maximum of ten dollars (\$10.00) in lieu of  
24 reimbursement for the meal.

25        b. The Department shall not reimburse for the cost of alcoholic beverages.

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

28        d. When an employee is called out in an emergency to work two (2) hours or longer of  
unscheduled overtime immediately prior to his/her normal workshift, said employee shall be  
eligible for meal reimbursement pursuant to Section (III) 1(a), (b), and (c). Any time spent  
consuming a meal during working hours shall be without compensation.

1        **Section 11.** Whenever an employee covered by this Agreement is placed on standby duty  
2 by the Department, the employee shall be available at the predetermined location to respond to  
3 emergency calls and, when necessary, return immediately to work. Employees who are placed on  
4 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.

5                When an employee is required to return to work while on standby duty, the standby pay  
6 shall be discontinued for the actual hours on work duty and compensation shall be provided in  
accordance with Article 19(I), Section 5, or (II), Section 4.

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1 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND SERVICE**  
2 **CREDIT**

3 **Section 1. Transfer.**

4 a. The transfer of an employee shall not constitute a promotion except as provided in  
5 Section 1(d)(3) of this Article.

6 b. Transfers within the Health Department. The Health Department Director may  
7 transfer a Health Department employee from one position to another position in the same class (or  
8 assignment level, if applicable) within the Department without the approval of the County Director  
9 of OHRM, but such transfer shall be reported to the County Office of Human Resource  
10 Management within five days of its effective date.

11 c. Transfers from the Health Department to County departments. Any transfer from a  
12 position in the Health Department to a position in the same or similar class with the same  
13 maximum rate of pay within a County department shall be subject to the applicable County rules,  
14 policies, procedures (and any applicable County collective bargaining agreement), which sets forth  
15 the terms and conditions for transfers within the County personnel system.

16 d. Other transfers within the Department may be made upon the consent of the Health  
17 Department Director and with the approval of the County Director of OHRM, as follows:

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

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

26 3. Transfer, in lieu of layoff, may be made to a single position in another class  
27 when such transfer would constitute a promotion or advancement in the service provided a showing  
28 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  
1(d)(2) of this Article is not practicable. Regular standing in the new class may be attained by the  
employee only through examination and permanent regular appointment.

4. Transfer may be made to another similar class within the Health Department  
with the same maximum rate of pay in the Department. The affected employee's status shall be  
determined in accordance with Article 8, Section 5 of this Agreement.

1 **Section 2.** Voluntary Reduction.

2 a. A regularly appointed employee may be reduced to a lower class/assignment level  
3 upon his/her written request stating his/her reasons for such reduction, if the request is concurred  
4 with by the Health Department Director and is approved by the County Director of OHRM. Such  
5 reduction shall not displace any regular employee or probationer.

6 b. The employee so reduced shall be entitled to credit for previous regular service in  
7 the lower class/assignment level and to other service credit in accordance with Section 7 of this  
8 Article. Upon a showing, concurred with by the Health Department Director that the reason for  
9 such voluntary reduction no longer exists, the County Director of OHRM may restore the  
10 employee to his/her former status.

9 **Section 3.** Layoff.

10 a. Employees laid off as a result of a reduction of work and/or a shortage of funds  
11 shall be laid off according to seniority and classification within the Department. Employees with  
12 the least amount of seniority shall be the first laid off; however, in the event of two (2) employees  
13 having the same seniority, ability and skill shall be the determining factor on retention; provided,  
14 however, the employer may layoff employees out of seniority order in order to maintain specific  
15 skills or expertise. In such cases, the Department will provide the Union with 30 days of advance  
16 notice of such action and agrees to meet and confer with the Union within two (2) weeks of the  
17 notice regarding the impact of such layoff.

18 b. Seniority shall be defined as the total service credit in the same class/assignment  
19 level in the Health Department. Department seniority accrual may be interrupted for all time when  
20 not in a pay status in accordance with County payroll policies. Employees who leave Health  
21 Department employment as a result of layoff may retain credit for prior service when they return  
22 to Health Department employment. Employees who have not completed their probationary period  
23 will be included in the seniority list in the class/assignment level in which they held permanent  
24 status.

25 c. In any layoff, more senior employees, if qualified, shall be entitled to bump less  
26 senior employees within the same class/assignment level, the intent being that the least senior  
27 employees be laid off first. Employees laid off shall be recalled to an equivalent class or lower  
28 assignment level in the inverse order of layoff, prior to any new employees being appointed to that  
class/assignment level; i.e., those with the most seniority being recalled first. Recall rights to the  
class/assignment level from which an employee has been laid off shall expire two (2) years from  
the date of layoff.

1 d. Prior to any layoff, all employees other than permanent employees in the bargaining  
2 unit shall be removed from the payroll. In a given class/assignment level within the Department,  
3 the following shall be the order of layoff:

- 4 1. Temporary employees;
- 5 2. Provisional employees;
- 6 3. Probationary employees;
- 7 4. Regular employees in order of seniority as set forth in Section 3 above.

8 e. The Department agrees to notify the Union at least thirty (30) days in advance, in  
9 writing, of any anticipated reduction-in-force. Such notice shall include the names,  
10 class/assignment level, and seniority dates of employees scheduled to be laid-off.

11 f. Prior to any layoff of a bargaining unit employee, the County will attempt to place  
12 said employee into any vacant position for which the employee is qualified.

13 **Section 4.**

14 a. For purposes of layoff, service credit in a class/assignment level for a regular  
15 employee shall be computed to cover all service subsequent to his/her regular appointment to a  
16 permanent position in that class/assignment level within the Health Department.

17 b. Service credit for service in the Health Department shall be computed in accordance  
18 with the County payroll guidelines for calculating adjusted service dates.  
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1 ARTICLE 19: SAFETY STANDARDS

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

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

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1 **ARTICLE 20: GENERAL CONDITIONS**

2 **Section 1.**

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

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

13 **Section 2.** Whenever an employee covered by this Agreement is temporarily assigned by  
14 the Department Director or designee to work, i.e., perform his/her regular duties, at a location  
15 other than his/her normal place(s) of employment, any time, less meal time, consumed in traveling  
16 to and from the new location, shall be considered part of the workday. Any time consumed in this  
17 travel, less meal time, which is outside of the employee's regular working hours, shall be  
18 compensated at the applicable overtime rate.

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

22 **Section 3.** Emergency Leave. One (1) day leave per calendar year without loss of pay  
23 may be taken with the approval of the employee's supervisor and/or Department Director when it  
24 is necessary that the employee be off work in the event of a serious illness or accident of a member  
25 of the immediate family or an unforeseen occurrence with respect to the employee's household  
26 which necessitates immediate action on the part of the employee. The immediate family is limited  
27 to the spouse, domestic partner, children, and parents of the employee. The "household" is  
28 defined as the physical aspect of the employee's residence.

The "day" of emergency leave may be used for two separate incidents. The total hours  
compensated under this provision, however, shall not exceed eight (8) in a calendar year.

**Section 4.** Child Care Subsidy. Employees covered by this Agreement may receive  
benefits from the County's child care program if they meet the eligibility requirements.



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**Section 5.** Bulletin Boards. The Employer 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 6.** Bus Passes. Regular employees covered by this agreement shall receive metro bus passes effective July 1, 1996.

**ARTICLE 21: PROBATIONARY PERIOD AND TRIAL SERVICE PERIOD**

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

**Probationary Period:** A twelve (12)-month trial period of employment following an initial regular appointment from an eligible register to a permanent position.

**Regular Appointment:** The appointment of a certified eligible individual.

**Regular Employee:** An employee who has successfully completed a twelve (12)-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 hired for permanent positions from an eligible register shall serve a probationary period of twelve (12) months, at which time they shall become regularly appointed 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.

**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.

a. If a probationary employee is transferred to a different classification in the Health Department, the employee shall serve a complete twelve (12)-month probationary period in the new classification.

1        **Section 5.** The probationary period shall be equivalent to twelve (12) months of service  
2 following regular appointment from an eligible register. occasional absences due to illness,  
3 vacations, and military leaves shall not result in an extension of the probationary period, but upon  
4 approval of the County Director of OHRM, an employee's probationary period may be extended so  
5 as to include the equivalent of a full twelve (12) months of actual service where there are numerous  
6 absences.  
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1 ARTICLE 22: LABOR-MANAGEMENT MEETINGS

2           The Employer, Department and the Union agree to hold Labor/Management meetings as  
3 necessary. These meetings will be called upon request of either party to discuss any subject of a  
4 general nature affecting employees covered by this agreement, including but not limited to safety  
5 issues. The responsibility for notification will be with the party initiating this process.  
6 Representatives of the Health Department can attend such meetings and shall be able to  
7 independently set such meetings with the Union with the concurrence of the County Director of  
8 OHRM or designee, The Union shall be permitted to designate members and/or stewards to assist  
9 its staff representatives in such meetings.

10           The purpose of Labor/Management meetings is to deal with matters of general concern to  
11 the Union and the Department. it is understood that such meetings are consultative in nature.  
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1 ARTICLE 23: SUBORDINATION OF AGREEMENT

12298

2           Section 1. It is understood that the parties hereto and the employees of the Department are  
3 governed by the provisions of applicable federal law and state law. When any provisions thereof  
4 are in conflict with or are different than the provisions of this Agreement, the provisions of said  
5 federal law or state law are paramount and shall prevail.

6           Section 2. It is also understood that the parties hereto and the employees of the Department  
7 are governed by applicable County Ordinance and County Charter and said ordinances and charters  
8 are paramount except where they conflict with the expressed provisions of this Agreement.

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1 ARTICLE 24: SAVINGS CLAUSE

2           **Section 1.** If any article of this Agreement or any addenda thereto is held invalid by  
3 operation of law or by any tribunal of competent jurisdiction, or if compliance with, or  
4 enforcement of, any article is restrained by such tribunal, the remainder of this Agreement and  
5 addenda shall not be affected thereby, and the parties shall enter into immediate collective  
6 bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such  
7 article.  
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1 ARTICLE 25: ENTIRE AGREEMENT

12298

2           **Section 1.** The Agreement expressed herein in writing constitutes the entire Agreement  
3 between the parties, and no oral statement shall add to or supersede any of its provisions.

4           **Section 2.** The parties acknowledge that each has had the unlimited right and opportunity  
5 to make demands and proposals with respect to any matter deemed a proper subject for collective  
6 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore,  
7 except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive  
8 the right to oblige the other party to bargain with respect to any subject or matter, whether or not  
9 specifically referred to or covered in this Agreement.

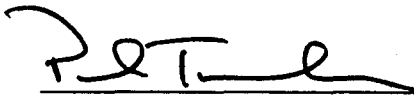
1 **ARTICLE 26: TERM OF AGREEMENT**

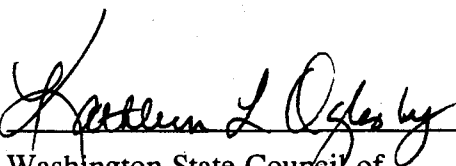
12298

2 **Section 1.** Upon execution by both parties, this Agreement shall become effective January  
3 1, 1996 and shall remain in effect through December 31, 1998. Written notice of intent to  
4 terminate or modify this Agreement must be served by the requesting party at least ninety (90)  
5 days, but not more than one hundred and twenty (120) days, prior to December 31, 1998.

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

10 Signed this 15<sup>th</sup> day of May, 1996.

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14 Deputy King County Executive

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17 Washington State Council of Date  
18 County & City Employees, 4/12/96  
19 Local 21-HD

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APPENDIX A - 1996 Local 21-Health Department

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The wage rates effective January 1, 1996

are as follows:

Job Class	Salary Range
Epidemiologist I	54
Epidemiologist II	57
Disease Intervention Spec Investigator	44
Disease Research Development Specialist	44

Washington State Council of County and City Employees, Local 21-Health Department

Union Code 0021A  
2.25% increase 1/1/96

Addendum A

1996

**12298**

Job Class	Rng		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Epidemiologist I	54	Ann	39,756.48	41,693.04	42,710.40	43,753.20	44,821.68	45,916.56	47,038.56	48,189.84	49,369.44	50,577.36
		Mon	3,313.04	3,474.42	3,559.20	3,646.10	3,735.14	3,826.38	3,919.88	4,015.82	4,114.12	4,214.78
		S-Mon	1,656.52	1,737.21	1,779.60	1,823.05	1,867.57	1,913.19	1,959.94	2,007.91	2,057.06	2,107.39
		40-HR	19.1137	20.0447	20.5338	21.0352	21.5489	22.0753	22.6147	23.1682	23.7353	24.316
Epidemiologist II	57	Ann	42,735.12	44,821.68	45,916.56	47,038.56	48,189.84	49,369.44	50,577.36	51,816.72	53,086.80	54,388.80
		Mon	3,561.26	3,735.14	3,826.38	3,919.88	4,015.82	4,114.12	4,214.78	4,318.06	4,423.90	4,532.40
		S-Mon	1,780.63	1,867.57	1,913.19	1,959.94	2,007.91	2,057.06	2,107.39	2,159.03	2,211.95	2,266.20
		40-HR	20.5457	21.5489	22.0753	22.6147	23.1682	23.7353	24.316	24.9119	25.5225	26.1485
Disease	44	Ann	31,280.16	32,792.64	33,587.78	34,401.60	35,236.80	36,091.92	36,969.36	37,867.92	38,789.28	39,733.20
Intrvention Spec.		Mon	2,606.68	2,732.72	2,798.98	2,866.80	2,936.40	3,007.66	3,080.78	3,155.66	3,232.44	3,311.10
Investigator		S-Mon	1,303.34	1,366.36	1,399.49	1,433.40	1,468.20	1,503.83	1,540.39	1,577.83	1,616.22	1,655.55
		40-HR	15.0385	15.7657	16.148	16.5392	16.9408	17.3519	17.7737	18.2057	18.6487	19.1025
Disease Research	44	Ann	31,280.16	32,792.64	33,587.78	34,401.60	35,236.80	36,091.92	36,969.36	37,867.92	38,789.28	39,733.20
Revelopment		Mon	2,606.68	2,732.72	2,798.98	2,866.80	2,936.40	3,007.66	3,080.78	3,155.66	3,232.44	3,311.10
Specialist		S-Mon	1,303.34	1,366.36	1,399.49	1,433.40	1,468.20	1,503.83	1,540.39	1,577.83	1,616.22	1,655.55
		40-HR	15.0385	15.7657	16.148	16.5392	16.9408	17.3519	17.7737	18.2057	18.6487	19.1025