

November 24, 1997
03800197 clerk 11/26/97

Introduced by Larry Gossett

Proposed No. 97-709

ORDINANCE NO. _____

12954

1
2 AN ORDINANCE approving and adopting the collective bargaining agreement
3 and memorandum of understanding negotiated by and between King County and
4 Office of Professional Employees International Union, Local 8, representing
5 employees in the Seattle-King County department of public health, division of
6 alcohol and substance abuse services (DASAS); and establishing the effective
7 date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement, including a letter of understanding,
10 negotiated between King County and Office of Professional Employees International Union,
11 Local 8, representing employees in the Seattle-King County department of public health, division
12 of alcohol and substance abuse services (DASAS) and attached hereto is hereby approved and
13 adopted and by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 September 1, 1997, through and including August 31, 2000.

16 SECTION 3. The memorandum of understanding negotiated between King County and
17 Office of Professional Employees International Union, Local 8, representing employees in the
18 Seattle-King County department of public health, division of alcohol and substance abuse
19 services (DASAS) and attached hereto is hereby approved and adopted and by this reference
20 made a part hereof.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
26
28

SECTION 4. Terms and conditions of said memorandum of understanding shall be effective January 1, 1997.

INTRODUCED AND READ for the first time this 18th day of December, 1997.

PASSED by a vote of 11 to 0 this 15th day of December, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hayes
Chair

ATTEST:

[Signature]
Clerk of the Council

APPROVED this 17 day of December, 1997

Attachment:
Collective Bargaining Agreement

King County Executive
[Signature]

12954

1 AGREEMENT

2 BY AND BETWEEN

3 OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

4 AND

5 SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

6 DIVISION OF ALCOHOL AND SUBSTANCE ABUSE SERVICES (DASAS)

7	PREAMBLE	1
8	PURPOSE	2
9	ARTICLE 1: UNION MANAGEMENT RELATIONS	3
10	ARTICLE 2: DEFINITIONS	7
11	ARTICLE 3: NON-DISCRIMINATION	8
12	ARTICLE 4: EMPLOYMENT PRACTICES	9
13	ARTICLE 5: HOURS OF WORK	11
14	ARTICLE 6: HOLIDAYS	13
15	ARTICLE 7: VACATION	15
16	ARTICLE 8: SICK LEAVE	17
17	ARTICLE 9: RATES OF PAY	19
18	ARTICLE 10: LEAVES OF ABSENCE	21
19	ARTICLE 11: GRIEVANCE PROCEDURE	24
20	ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS	28
21	ARTICLE 13: HEALTH AND SAFETY	29
22	ARTICLE 14: REDUCTION IN FORCE	30
23	ARTICLE 15: EDUCATION AND TRAINING	32
24	ARTICLE 16: MISCELLANEOUS	33
25	ARTICLE 17: MANAGEMENT RIGHTS	34
26	ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION	35
27	ARTICLE 19: SEPARABILITY	36
28	ARTICLE 20: DURATION	37
29	ADDENDUM A: WAGE ADDENDUM	38

1 PREAMBLE

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

- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

1 PURPOSE

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

- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

ARTICLE 1: UNION MANAGEMENT RELATIONS

Section 1.1. Union Recognition. The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time, regular part-time, and temporary (to the extent they meet the hours worked requirement in Section 1.5 below) employed by the Seattle-King County Department of Public Health, Division of Alcoholism and Substance Abuse Services (DASAS) as referenced in Public Employment Relations Commission (PERC) Decision 5250.

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

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

Section 1.4. Nothing in this Article shall require an employee to join the Union who can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which the employee is a member, in which case an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall every thirty (30) days furnish proof that such payment has been made.

1 **Section 1.4(a)** Nothing in this Article shall require an employee to join the Union who elects
2 instead to pay the Union an agency fee as allowed by law.

3 **Section 1.5** A temporary employee shall, after having worked 174 straight-time hours on a
4 continuous basis, pay to the Union, in lieu of the Union security requirement under Section 1.3, a
5 service fee in an amount equal to the Union's regular monthly dues uniformly required of regular
6 Department employees for each 174 straight-time hours worked thereafter within the bargaining unit.

7 **Section 1.6. Rosters.** Every six (6) months, upon request by the Union, the Employer shall
8 send the Union a list of all employees covered by this Agreement and include their name, address,
9 classification, rate of pay, hours worked, FTE status, and hire date.

10 **Section 1.7.** In the event an employee fails to apply for or maintain his/her membership in
11 the Union as required, the Union may give the Employer notice of this fact. Within twenty (20) days
12 after receipt of such notice, if the employee has not obtained membership in the Union, the services
13 of such employee shall be terminated by the Employer.

14 **Section 1.8. Union Insignia.** Employees who are members of the Union in good standing
15 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their
16 international or local organization. The wearing of such insignia by a Union member shall not be
17 cause for discipline. This provision shall not excuse an employee from following any departmental
18 dress code.

19 **Section 1.9. Dues Deduction.** The County agrees to deduct from the pay check of each
20 employee who has authorized it, the regular monthly dues uniformly required of members of the
21 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees
22 involved. Authorization by the employee shall be on a form approved by the parties hereto and may
23 be revoked by the employee upon request. The performance of this function is recognized as a
24 service to the Union by the County.

25 **Section 1.10. Bulletin Boards.** The Health Department shall provide bulletin board space for
26 the posting of Union-related material in areas accessible to bargaining unit members; provided,
27 however, that said space shall not be used for notices which are political in nature. All material
28 posted shall be officially identified as authorized for posting by the Union and a copy of all material
29 to be posted will be provided to the Health Department Personnel Manager prior to or concurrent to

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

3 **Section 1.11. Hold Harmless.** The Union shall indemnify, defend, and hold the County
4 harmless against any and all claims made and against any and all suits instituted against the County
5 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County
6 under Sections 1.3, 1.7 and 1.9. of this Article.

7 **Section 1.12. Union Notification.** Within ten (10) days from assignment of any employee
8 for regular employment, the Employer shall forward the Union a completed membership application
9 form signed by that employee. The Employer shall notify the Union promptly of all employees
10 leaving its employment.

11 **Section 1.13. Visitation.** An authorized Union representative may visit the work location of
12 employees covered by this Agreement for the purpose of investigating grievances and observing
13 working conditions. The visits shall not interfere with or disturb employees in the performance of
14 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of
15 such visits in advance. Except as may be provided in other provisions of this Agreement, department
16 work hours shall not be used by employees for the conduct of Union business or the promotion of
17 Union affairs (e.g., conduction of elections and other internal Union business).

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

22 **Section 1.14. Shop Steward.** The Employer agrees to recognize employees appointed and
23 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,
24 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings
25 on work time. The Shop Steward's work shall not be unreasonably disrupted because of his
26 participation in grievance matters.

1 *Section 1.15. Present Conditions.* No present employee, who, prior to the date of this
2 Agreement was receiving more than the rate of wages or benefits designated in this Agreement for
3 the class of work in which the employee was engaged, will suffer a reduction in the rate of wages or
4 benefits from the application of this Agreement, unless such reduction is part of this Agreement.

- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

ARTICLE 2: DEFINITIONS

Section 2.1. Probationary Employee. Newly hired employees shall serve a six (6) month probationary period. The probationary period is the period of time prior to the final step in the competitive screening process for health service.

Section 2.2. Full-Time Employees. Full-time employees are those employees regularly scheduled to work between thirty-five (35) and forty (40) hours per week and fill a full-time budgeted position.

Section 2.3. Part-Time Employees. Part-time employees are those employees employed in a part-time position. A part-time position is a permanent budgeted position established for a portion of or throughout a calendar year and which has an established work schedule of less than thirty-five (35) hours per week but more than twenty (20) hours per week. Part-time Employees shall be eligible to receive sick leave, vacation and holidays from the date of hire. Medical, dental and life insurance shall be provided to part-time employees at the full rate.

Section 2.4. Temporary Employees. Temporary employees are individuals employed in a temporary position, either full or part-time, employed on a temporary basis. Temporary employees or extra-help employees shall be exempt from all provisions of this Agreement except for Section 1.5, Section 1.7, Section 2.4, and Article 11 Grievance Procedure; provided however, temporary employees shall be covered by the Grievance Procedure solely for the purposes of adjudicating grievances relating to Section 1.5, Section 1.7, Section 2.4, and Article 11 of this Agreement. The Department will not use temporary employees to cause the reduction of existing bargaining unit positions.

Section 2.5. Temporary Employees' Pay. Temporary employees are not entitled to holidays, sick leave, bereavement leave or other paid leaves, or health care benefits, and shall receive the County temporary employee premium in lieu of benefits. Specifically, temporary employees in a position for 1,040 or more hours within any consecutive twelve (12) month period shall, for the period thereafter, unless at least a one (1) month consecutive break in service occurs, receive compensation of fifteen (15) percent in lieu of leave benefits for each straight-time hour worked.

1 ARTICLE 3: NON-DISCRIMINATION

2 The Employer and the Union agree that they will not discriminate against any bargaining unit
3 member with respect to compensation, terms, conditions or privileges of employment by reason of
4 race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin,
5 disability, union activity, or military service. Both parties agree personnel actions may be taken to
6 accommodate disabilities as may 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 contract
9 grievance procedure.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

1 **ARTICLE 4: EMPLOYMENT PRACTICES**

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

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

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

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

24 **Section 4.4. Performance Evaluations.** The Health Department shall maintain a
25 performance evaluation system relating to employees covered by his Agreement. The performance
26 evaluation system shall be used as a method in measuring an employee's performance. The
27 performance evaluation system shall encompass performance expectations based upon the goals and
28 objectives of the position being evaluated.

29 The evaluation must be prepared prior to and presented to the affected employee at an

1 evaluation conference which usually will be conducted by the person writing the evaluation. The
2 evaluatee has the responsibility to participate in the evaluation conference and to improve work
3 performance in any area where performance deficiencies are found to exist.

4 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
5 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
6 of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2)
7 weeks after the conference, comment in writing relative to the substance of the evaluation either on
8 the evaluation form or have his/her written comments affixed to the evaluation.

9 Employees shall be evaluated at least once during their probationary period and no less than
10 annually thereafter.

11 **Section 4.5. Position Vacancies.** Notice of all job vacancies in DASAS shall be announced
12 in the Health Register. Such notice shall designate if a position is "DASAS ONLY". The Health
13 Department will provide additional copies of the Health register to the Union Shop Stewards.

14 An announcement will be posted on the Union bulletin board notifying all employees of the
15 employee selected for any vacant position.

16 **Section 4.5(a) Work Assignment.** DASAS will post notice of any changes in regular work
17 assignments on the union bulletin board. Bargaining unit employees shall submit their interest in
18 writing within five (5) days from the date of posting. An announcement will be posted on the union
19 bulletin board notifying all employees of the employee selected.

1 **ARTICLE 5: HOURS OF WORK**

2 **Section 5.1. Workweek/Workday.** For regular full-time employees, between seven (7) and
3 eight (8) hours shall constitute a normal day's work and between thirty-five (35) and forty (40) hours
4 in any one week, between the hours of 7:00 a.m. and 5:00 p.m., or five (5) consecutive days, shall
5 constitute a normal workweek. It is understood that the Employer may change the hours of any job
6 where the working hours no longer meet the requirement of the work flow.

7 **Section 5.1a.** With the approval of the employer, employees may flex their schedules to
8 fulfill their job responsibilities.

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

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

17 Employees required to work four (4) or more hours beyond their regular shift shall be
18 provided a meal allowance consistent with County ordinance.

19 **Section 5.4. Workweek.** Nothing in Article 5 shall limit the Employer's ability to offer the
20 Employee an alternative work schedule.

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

27 **Section 5.6. Inclement Weather.** Should weather conditions prevent an employee from
28 reporting to work the following shall apply:
29

- 1. Employees shall notify their supervisors as soon as they are aware they are unable to report for work.
- 2. Employees may request and supervisors may approve the use of compensatory time, vacation time, or leave without pay to cover time loss due to inclement weather.
- 3. Sick leave may not be used to cover time loss due to inclement weather.
- 4. Upon prior approval by the Employer, employees may report to work at another work facility closer to their residence in the event of inclement weather.

Section 5.7. Out Stationing.

- A. Employees of the classification(s) to be out stationed shall select their preferred site assignment(s) by order of seniority.
- B. Employees shall be assigned to work at no more than two (2) different out stationed locations per day.
- C. Out stationed employees shall be required to perform a reasonable number of client consultations per day.
- D. The Employer shall provide all bargaining unit employees with a job description and written expectations of their assignments. The immediate supervisor for an out stationed employee shall be readily accessible to an employee needing assistance and direction. Meetings between out stationed employees and their immediate supervisor shall be scheduled regularly at the out station locations.
- E. Out stationed employees shall continue to participate in committees and meetings sponsored by the Employer. Work schedules and work loads shall accommodate such participation. The Employer shall pay mileage and parking to out stationed employees traveling to meetings or between work sites during the work day.

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. 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. Administration of this benefit shall be consistent with King County Ordinance.

Section 6.3. 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 6.4. Work on a Holiday. Work performed on holidays shall be paid at one and one half (1½) times the regular rate in addition to the regular holiday pay.

Section 6.5. 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 6.6 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.

Section 6.7. Holiday Pay for Alternative Work Schedules. Holiday benefits shall be based on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a day. Employees scheduled to work an alternative work week shall be granted no more than ninety-

1 six (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per
2 week schedule. An employee working an alternative schedule, such as four ten-hour days, during
3 which a holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or
4 adding either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to
5 receive ten (10) hours of pay for the holiday.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

1 **ARTICLE 7: VACATION**2 **Section 7.1. Accrual.**3 **Section 7.1.(a).** Full-time employees shall accrue vacation pursuant to County ordinance:

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

14
15 **Section 7.1.(b).** Regular Part-time Employees shall accrue vacation prorated to the number
16 of hours the employee actually works.

17 **Section 7.2. Use of Accrued Vacation.**

18 **Section 7.2.(a).** An employee may accumulate a vacation balance which shall never exceed
19 at any time the equivalent of sixty (60) days. Exceptions can be made only when the Employer
20 cancels an employee's previously scheduled and approved vacation.

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

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

25 **Section 7.2(d).** After six (6) months service, upon termination of employment for any
26 reason, employees shall be paid for all unused vacation.

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

29 **Section 7.3. Vacation Scheduling.** The Health Department Director shall arrange vacation

1 time for employees on such schedules as will least interfere with the functions of the Department but
2 which accommodate the desires of the employee to the greatest degree possible. Employee vacation
3 requests shall be approved or denied in writing within ten (10) workdays after submission to the
4 Employer.

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

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

1 **ARTICLE 8: SICK LEAVE**

2 **Section 8.1. Accrual.** Employees shall accrue and use sick leave consistent with King
3 County ordinance. Sick leave with pay shall be earned by all full-time employees at the rate of .046
4 times the number of hours worked. There shall be no maximum on accrual of sick leave. A regular
5 part-time employee shall accrue sick leave on a prorated basis for all hours worked in a month. New
6 employees shall accrue sick leave from date of hire.

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

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

14 **Section 8.2.(b).** The Health Department Director shall be responsible for proper
15 administration of the sick leave privilege. The employee may be required to furnish a certificate
16 issued by a licensed health care provider or other satisfactory evidence of illness to the appointing
17 authority for any requested sick leave absences of more than three (3) working days or if abuse of
18 sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary 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, he/she shall notify the department
21 immediately upon return to work. A doctor's statement or other proof of illness or disability, while
22 on vacation or compensatory time off, must be presented regardless of the number of days involved.

23 **Section 8.3. Sick Leave Payment.**

24 **Section 8.3.(a).** Upon retirement, thirty-five (35) percent of an employee's unused sick leave
25 credit accumulation can be applied to the payment of health care premiums, or to a cash payment at
26 the straight-time rate of pay of such employee in effect on the day prior to his/her retirement.

27 **Section 8.3.(b).**

28 Upon the death of an employee, thirty-five (35) percent of such employee's accumulated sick
29 leave credits shall be paid to a designated beneficiary.

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

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

1 **ARTICLE 9: RATES OF PAY**

2 ***Section 9.1. Pay Increases.***

3 (a) Effective January 1, 1998 the salary in effect on December 31, 1997, for each
4 employee in the bargaining unit shall be increased by ninety (90) percent of the CPI-W (September
5 to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two (2)
6 percent or greater than a maximum of six (6) percent.

7 (b) Effective January 1, 1999 the salary in effect on December 31, 1998, for each
8 employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September
9 to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two (2)
10 percent or greater than a maximum of six (6) percent.

11 (c) Effective January 1, 2000 the salary in effect on December 31, 1999, for each
12 employee in the bargaining unit shall be increased by ninety (90) percent of the CPI-W (September
13 to September) for All U.S. Cities. In no event shall such increase be less than a minimum of two (2)
14 percent or greater than a maximum of six (6) percent.

15 ***Section 9.2. Step Increases.*** Effective January 1, 1998 employees shall move through the
16 steps in their pay range based on longevity. Full-time employees hired at Step 1 of their pay range
17 shall receive one (1) step increase after six (6) months and increases each year thereafter. Full-time
18 employees hired above Step 1 of their pay range shall receive a one (1) step increase after one (1)
19 year, and increases each year thereafter. Part-time employees shall receive step increases based on
20 actual hours worked (i.e., a half-time employee hired above Step 1 of their pay range would receive a
21 step increase after two (2) years).

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

24 ***Section 9.4. Out of Class Pay.*** Employees performing work in a higher paying classification
25 in excess of five (5) working days, when properly assigned, shall receive the recruiting level salary
26 for that classification or five percent (5%) above their present salary, whichever is greater.

27 ***Section 9.5. Classification and Compensation Project.*** Upon completion of the
28 classification and compensation project, the Union and the Employer shall meet to discuss the
29 findings of the project and, if appropriate, negotiate implementation of the results of the study.

1 *Section 9.6. Shift Differential.* Effective the start of the first pay period following Council
2 ratification, the County will pay shift differential of sixty (60) cents per hour for regularly scheduled
3 shifts of at least thirty (30) days duration which begin after 12:00 p.m.

- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

ARTICLE 10: LEAVES OF ABSENCE

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 or military service. 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 grandchildren of the employee and parents and siblings of the employee's spouse/domestic partner. 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 supervisor will advise employees of the method of charging for the absence prior to the appearance date.

1 **Section 10.7. Military Duty.**

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

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

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

- 20 1. Leaves of absence without pay for periods of thirty (30) calendar days or less may be
21 authorized in writing by the employee's division manager.
- 22 2. Leaves of absence without pay shall be for periods not to exceed one year except that
23 the Director of OHRM may, in special circumstances, grant an extension beyond one year.
- 24 3. Other employee benefits shall not accrue to the employee while on leave of absence
25 without pay except as otherwise provided by ordinance.
- 26 4. If a leave of absence without pay was granted for purposes of recovering health, the
27 employee may be required to submit a physician's statement concerning the employee's
28 ability to resume duties prior to return to work.
- 29 5. An employee on leave of absence without pay may return from the leave before its

1 expiration date if the employee provides the division manager with a written request to that
2 effect fifteen (15) days prior to resuming duties.

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

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

9 ***Section 10.9. Industrial Accident Leave.***

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

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

ARTICLE 11: GRIEVANCE PROCEDURE

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

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

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

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

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

Step 1. Immediate Supervisor.

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

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

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

If the employee and/or Union representative has not received a response at Step 1 within the

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

6 **Step 2. Division Manager.**

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

14 **Step 3. Labor Relations.**

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

25 **Step 4. Grievance Mediation.**

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

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

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

9 **Step 5. Arbitration.**

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

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

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

17 **Oral or written reprimands**

18 The Union or Employer may submit the issue(s) to arbitration within twenty (20) workdays
19 following conclusion of the last step. Failure to request arbitration within the above time limits shall
20 constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to
21 arbitration. The notice requesting arbitration shall set fourth the specific issue or issues still
22 unresolved.

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

28 The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator
29 shall be final, conclusive and binding upon the Employer, the Department, the Union, and the

1 employee involved. The arbitrator shall have no power to render a decision that will add to, subtract
2 from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses
3 shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on
4 that party's behalf. The arbitrator's decision shall be made in writing and shall be issued to the
5 parties within thirty (30) calendar days after the case is submitted to the arbitrator.

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

9 If the supervisor is unable to grant release time at the time requested, she/he will provide an
10 alternative time when such release time can be granted.

1 ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS

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

- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

1 ARTICLE 13: HEALTH AND SAFETY

2 The Employer agrees to comply with all applicable federal, state and local laws and
3 regulations regarding health and safety.

- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

ARTICLE 14: REDUCTION IN FORCE

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

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

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

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

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

1. The expiration of two (2) years from the date of layoff.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

2. Re-employment within the County in a comparable position or job class.
3. Failure to accept employment in a comparable position or job class or to report to work.
4. Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with King County.
5. Failure to respond within seven (7) days to a communication regarding availability of employment.
6. Request in writing by the laid-off employee to be removed from the list.

1 ARTICLE 15: EDUCATION AND TRAINING

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

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

1 ARTICLE 16: MISCELLANEOUS

2 **Section 16.1. Automobile Usage.** An employee covered by this Agreement, who is required
3 by the Employer to provide a personal automobile for use in Employer business on a periodic basis,
4 shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the
5 applicable King County Ordinance.

6 **Section 16.2. Employee Assistance Program.** An Employee who appears to have a substance
7 abuse, behavioral, or other problem which is affecting job performance or interfering with the ability
8 to do their job, shall be encouraged to seek information, counseling, or assistance through the King
9 County Employee Assistance Program.

10 **Section 16.3. Bus Passes.** The County agrees to provide to all regular full-time and regular
11 part-time employee's a subsidy for bus passes. Such subsidy shall be as established by the King
12 County Council by ordinance.

13 **Section 16.4. Labor Management Productivity Committee.** During the period following
14 ratification of the Agreement the Employer and the Union shall participate in a study committee(s)
15 comprised of an equal number of an equal number of Employer and Union participants. This
16 committee(s) shall meet on a periodic basis, at the request of either party, to:

17 Develop recommendations relating to the improvement of employee morale and productivity,
18 and explore and plan innovative approaches to service delivery.

19 **Section 16.5 Biweekly Pay.** The parties agree to accept a bi-weekly payroll program as
20 adopted by the King County Council.

21 **Section 16.6. Meal Allowance.** An employee covered by this Agreement, who is required by
22 the Employer to travel on Employer business will be entitled to an allowance consistent with King
23 County Ordinance.

1 ARTICLE 17: MANAGEMENT RIGHTS

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

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

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

1 ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

1 ARTICLE 19: SEPARABILITY

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

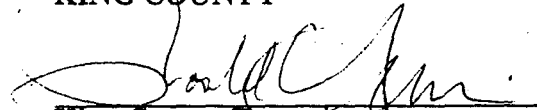
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

1 ARTICLE 20: DURATION

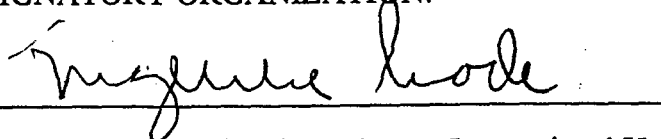
2 This Agreement and each of its provisions shall be effective September 1, 1997 through
3 August 31, 2000.

4 APPROVED this 25 day of November, 1997.

5 KING COUNTY

6 
7
8 King County Executive

9
10 SIGNATORY ORGANIZATION:

11 
12

13 Office and Professional Employees International Union
14 Local 8

- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

129541

OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ALCOHOL AND SUBSTANCE ABUSE SERVICES (DASAS)

ADDENDUM A

Office Tech I	Range 29
Office Tech II	Range 31
Office Tech III	Range 36
Chemical Dependency Case Monitor	Range 41
Chemical Dependency Driver	Range 29 *
Alcohol Program Analyst	Range 47
Alcohol Program Analyst II	Range 52

* The chemical dependency driver position is included with the understanding that the position has a forty (40) hour per week work schedule.

12954

LETTER OF UNDERSTANDING

The Union and the Employer agree to the following conditions as they apply to the CHAT assigned Case Monitor assigned to the Cedar Hills facility. This Agreement shall remain in effect for the duration of the current Agreement or until the assigned position reverts back to the DASAS center location.

1. Layoff Protection. The Case Monitor assigned to the Cedar Hills facility shall be provided full layoff protection within their job classification in that seniority shall be the determining factor if layoffs occur and the Case Monitor assigned to Cedar Hills shall not be a "stand alone" position, with respect to layoff.
2. The CHAT assigned Case Monitor at the Cedar Hills facility shall be advised of any Clinical staff changes and/or DASAS policy decisions which might impact the day-to-day decisions made by Case Monitors in general and be allowed to attend the regularly scheduled staff meeting at the Cedar Hills Facility.
3. The Case Monitor assigned to the Cedar Hills facility shall be allowed to participate in the King County Carpool Program with financial assistance within the program guidelines.
4. The Case Monitor assigned to the Cedar Hills facility shall be allowed to apply for and be considered for any other DASAS transfer assignments as they become available; provided that, the individual has the training and experience to perform the work assigned.

EXECUTED in Seattle, Washington this 31ST day of October 1997.

OFFICE AND PROFESSIONAL EMPLOYEES KING COUNTY
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO

By David C. Winders
David C. Winders
Union Representative

By Steve Robinson
Steve Robinson
Labor Negotiator

12954

Memorandum of Understanding

Between

Office of Professional Employees International Union, Local 8

and

Seattle-King County Department of Public Health

Division of Alcohol and Substance Abuse Services (DASAS)

To include the following terms and conditions:

1. Case monitors will be placed at King County pay range 41 effective January 1, 1997.
2. All employees who did not receive a step increase effective January 1, 1997 will receive a step increase effective January 1, 1997.
3. The reclassification of Program Analyst I to Program Analyst II shall be effective January 1, 1997.

Signed this day on behalf of
OPEIU, Local 8

David C. Winters

1-6-97
Date

Signed this day on behalf of King County
Department of Public Health - DASAS

Stephen Robinson
Stephen Robinson
Labor Negotiator

11/6/97
Date