



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 1, 2002

Ordinance 14483

Proposed No. 2002-0437.1

Sponsors Constantine, Phillips and Pullen

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Federation of Professional and
4 Technical Engineers, Local 17, representing employees in
5 the department of public health; and establishing the
6 effective date of said agreement.

7
8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and International Federation of Professional and Technical Engineers, Local 17,
12 representing employees in the department of public health and attached hereto is hereby
13 approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2002, through and including December 31, 2004.

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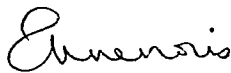
Ordinance 14483 was introduced on 9/16/2002 and passed by the Metropolitan King
County Council on 9/30/2002, by the following vote:

Yes: 10 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Mr. Phillips, Mr.
McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague and Mr.
Irons
No: 0
Excused: 3 - Ms. Lambert, Mr. Pelz and Ms. Patterson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

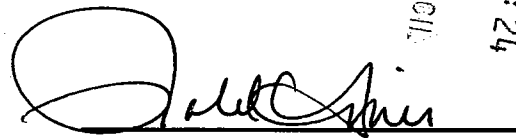

Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 10 day of October, 2002.



Ron Sims, County Executive

RECEIVED
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KING COUNTY COUNCIL
CLERK

Attachments A. Agreement between King County and International Federation of Professional and
 Technical Engineers, Local No 17, AFL-CIO

AGREEMENT
between
KING COUNTY
and
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS
LOCAL NO. 17, AFL-CIO

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PREAMBLE 1

ARTICLE 1: RECOGNITION AND BARGAINING UNITS 2

ARTICLE 2: MANAGEMENT RIGHTS 5

ARTICLE 3: EMPLOYEE RIGHTS 7

ARTICLE 4: NONDISCRIMINATION 9

ARTICLE 5: UNION MEMBERSHIP AND DUES 10

ARTICLE 6: GRIEVANCE PROCEDURE 13

ARTICLE 7: WORK STOPPAGES 18

ARTICLE 8: PROBATIONARY PERIOD 19

ARTICLE 9: CLASSIFICATIONS AND RATES OF PAY 23

ARTICLE 10: SPECIAL DUTY 32

ARTICLE 11: ANNUAL VACATION 35

ARTICLE 12: HOLIDAYS 38

ARTICLE 13: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL
LEAVE, AND LEAVES OF ABSENCE 40

ARTICLE 14: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE 45

ARTICLE 15: FAMILY AND MEDICAL LEAVE 48

ARTICLE 16: UNION REPRESENTATIVES 52

ARTICLE 17: SAFETY STANDARDS 54

ARTICLE 18: HOURS OF WORK AND OVERTIME 55

ARTICLE 19: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND SERVICE CREDIT 59

ARTICLE 20: BULLETIN BOARDS 63

ARTICLE 21: GENERAL CONDITIONS 64

ARTICLE 22: DISCIPLINARY ACTIONS 67

ARTICLE 23: LABOR-MANAGEMENT TRAINING AND CONFERENCE COMMITTEE 68

ARTICLE 24: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE 70

ARTICLE 25: RETIREMENT 71

ARTICLE 26: SUBORDINATION OF AGREEMENT 72

ARTICLE 27: SAVINGS CLAUSE 73

ARTICLE 28: ENTIRE AGREEMENT 74

ARTICLE 29: JOB SHARING 75

ARTICLE 30: DURATION 77

ADDENDUM A 78

1 **AGREEMENT**

2 **by and between**

3 **KING COUNTY**

4 **and**

5 **I.F.P.T.E., LOCAL 17**

6 **PREAMBLE**

7
8 This Agreement is between KING COUNTY (hereinafter called the Employer) and
9 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
10 LOCAL NO. 17, AFL-CIQ (hereinafter called the Union) for the purpose of setting forth the mutual
11 understanding of the parties regarding wages, hours, and other conditions of employment of those
12 Department of Public Health employees in classifications for whom the Employer has recognized the
13 Union as the exclusive collective bargaining representative.
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1 **ARTICLE 1: RECOGNITION AND BARGAINING UNITS**

2 **Section 1. Bargaining Units.**

3 The County hereby recognizes the Union as the exclusive bargaining representative of Administrative
4 Support Unit, Health Professional and Technical Unit, Environmental Health Professional Technical
5 Unit, Environmental Health Senior Professional Unit, Information System Professional Unit and
6 Emergency Medical Services Unit.

7 **Section 2. Definitions.**

8 The following define terms used in the collective bargaining agreement:

9 **Employee:** Any person who is employed in a career service position.

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

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

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

18 **Temporary Employee:** An employee employed in a temporary position and, in addition,
19 includes an employee serving a probationary period or is under provisional appointment. Under
20 Section 550 of the charter, temporary employees are not members of career service. Temporary
21 employees (excluding probationary employees and provisional employees) occupy positions that are
22 not regular positions. Temporary employees are not administrative interns. Temporary employees
23 occupy both term-limited temporary positions as defined in King County Code and "short-term"
24 temporary positions of less than 1,040 hours in a calendar year in a work unit in which a forty (40)
25 hour work week is standard.

26 **Term-limited Temporary Employee:** A temporary employee who is employed in a term-
27 limited temporary position. Term-limited temporary employees are not members of the career
28 service.

1 **“Short-term” Temporary Employee:** An employee employed in a temporary position and
2 in addition, includes an employee serving a probationary period or is under provisional appointment.
3 Under Section 550 of the charter, temporary employee shall not be a member of the career service.

4 **Section 3. Temporary Employee Pay.** “Short term” temporary employees shall be paid for
5 all hours worked at the first pay step of the hourly rate of set forth within Addendum A covering the
6 classification of work in which he/she is employed. The Director of Public Health must approve any
7 exception in writing with notice to the Union.

8 **Section 4. Service Fee Payment.** A temporary employee shall, after having worked 174
9 straight-time hours, pay to the Union, in lieu of the Union security requirement under Article 5, a
10 service fee in an amount equal to the Union's regular monthly dues uniformly required of regular
11 Department employees for each 174 straight-time hours worked thereafter, within the bargaining unit.
12 This section is subject to the religious exception outlined in Article 5, Section 4.

13 **Section 5. Temporary Employee Premium Pay.** Eligible temporary employees (those who
14 were employed by the Department of Public Health on or before August 1, 2001) shall continue to
15 receive compensation of fifteen (15) percent of base salary in lieu of leave benefits for each hour
16 worked. These “short-term” temporary employees shall continue to remain eligible for the premium
17 until such time as they (a) terminate employment with the County; (b) change employment status to
18 County term-limited temporary, provisional, probationary, part-time regular or full-time regular
19 employee; (c) cease to be represented by the Union. Temporary employees hired after August 1, are
20 not be eligible for premium pay. “Short-term” temporary employees who are receiving the premium
21 on or before August 1, 2001 who are removed from the payroll and are subsequently returned to the
22 payroll in the same classification as that of which they left within twelve (12) months of removal will
23 be placed at step six (6) applicable pay range.

24 **Section 6. Use of Temporary Employees.** The Employer shall not use temporary employees
25 to supplant regular positions.

26 **Section 7. Public Employment Programs.**

27 A. As part of its public responsibility, the Department of Public Health may
28 participate in or establish public employment programs to provide employment and/or

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

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

1 **ARTICLE 2: MANAGEMENT RIGHTS**

2 **Section 1. Management Rights.** The right to hire appoints, promote, discharge for just
3 cause, improve efficiency, and determine work schedules and the location of Department facilities are
4 examples of management prerogatives. It is understood that the Department of Public Health retains
5 its right to manage and operate its divisions except as may be limited by an express provision of this
6 Agreement.

7 **Section 2. Contracting Out.** The Department of Public Health will make every effort to
8 utilize its employees to perform all work, but the Department of Public Health reserves the right to
9 contract out for work under the following guidelines: (1) required expertise is not available within the
10 Department's work force, or (2) the contract will result in cost savings to the Department of Public
11 Health, or (3) the occurrence of peak loads above the work force capability. Contracting out of work
12 normally performed by employees covered by this agreement shall not lead to the layoff of any
13 employee covered by this agreement.

14 Determination as to (1), (2), or (3) above shall be made by the Department Director. A
15 determination in such case shall be final, binding, and not subject to the grievance procedure. The
16 Union shall be notified at least 60 days prior to the contracting out of bargaining unit work. The
17 Department Director shall make available to Local 17 upon request (1) a description of the services to
18 be so performed, and (2) the detailed factual basis supporting the reasons for such action.

19 **Section 3. Contracting Out Grievability.** The Union may grieve contracting out of work as
20 described in Section 2 of this Article, if such contract involves work normally performed by
21 employees covered by this Agreement, and if that contract is the cause of the layoff of employees
22 covered by this Agreement.

23 **Section 4. Health Services Delivery.** Delivery of health services in the most efficient,
24 effective, and courteous manner is of paramount importance to the Department of Public Health and,
25 as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In
26 order to achieve this goal, the parties hereby recognize the Employer's and the Department's right to
27 determine the methods, processes, and means of providing health services, the right to increase or
28 diminish operations, in whole or in part, the right to increase, diminish or change equipment,

1 including the introduction of any and all new, improved, or automated methods or equipment, and the
2 assignment of employees to specific jobs within the bargaining unit.

3 **Section 5. Performance Evaluation.** The Union recognizes the Employer's and the
4 Department's right to establish and/or revise the Department's performance evaluation system. Such
5 system may be used to determine acceptable performance levels, prepare work schedules, and to
6 measure the performance of each employee or group of employees.

7 In establishing new and/or revising the performance evaluation system, the Department of
8 Public Health shall, prior to implementation, discuss said changes in a Labor/Management meeting.

9 Employees shall be evaluated at least once during their probation period, and at least once a
10 year thereafter.

11 **Section 6. Bi-Weekly Pay.** The County may change to a bi-weekly pay system during the
12 term of this agreement. The County and the union agree to bargain in good faith the effects of such a
13 change.

1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1. Off-duty Activities.** The off-duty activities of employees shall not be cause for
3 disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's
4 work performance or the program or image of the Department and/or Employer.

5 **Section 2. Personnel Files.** The employees covered by this Agreement may examine their
6 personnel files in the Department of Public Health's Human Resources Office in the presence of the
7 Department of Public Health Human Resources Manager or a designee. In matters of dispute
8 regarding this section, no other personnel files will be recognized by the Employer or the Union
9 except that supportive documents from other files may be used. Materials to be placed into an
10 employee's personnel file relating to job performance or personal conduct or any other material that
11 may have an adverse effect on the employee's employment shall be reasonable and accurate and
12 brought to his or her attention with copies provided to the employee upon request. Employees who
13 challenge material included in their personnel files are permitted to insert material relating to the
14 challenge.

15 **Section 3. Representation.** The Employer agrees that when an employee covered by this
16 Agreement attends a meeting for purposes of discussing an incident which may lead to suspension,
17 demotion, or termination of that employee because of that particular incident, the employee shall be
18 advised of his/her right to be accompanied by a representative of the Union. If the employee desires
19 Union representation in said matter, he/she shall so notify the Employer at that time and shall be
20 provided reasonable time to arrange for Union representation.

21 **Section 4. Performance Standards.** Performance standards used to measure the
22 performance of employees shall be reasonable.

23 **Section 5. EAP.** The employee who appears to have a substance abuse, behavioral, or other
24 problem which is affecting job performance or interfering with the ability to do the job, shall be
25 encouraged to seek information, counseling, or assistance through private sources that she/he may be
26 aware of or sources available through the King County Employee Assistance Program (EAP).
27 Employees are encouraged to make use of such sources on a self-referral basis and supervisors will
28 assist in maintaining confidentiality. No employee's job security will be placed in jeopardy

1 as a result of seeking and following through with corrective treatment, counseling, or advice.

2 It is the employee's responsibility to correct unsatisfactory job performance or behavioral
3 problems interfering with the ability to perform the job, and failure to do so will result in disciplinary
4 action commensurate with the lack of satisfactory performance or degree of infraction. The
5 department head may at his/her discretion hold such disciplinary action in abeyance if the employee
6 agrees to:

7 A. Meet with or advise the EAP Coordinator of the employee's preferred course of
8 treatment; and

9 B. Follow through on a course of action, treatment, or counseling recommended
10 and/or accepted by the EAP Coordinator; and

11 C. Have such follow-through verified by the EAP Coordinator to the department head
12 or designee.

13 If the employee fails to follow through as recommended and does not correct his/her job
14 performance or behavioral problems that interfere with the ability to perform the job, the discipline
15 will be imposed as recommended.

1 **ARTICLE 4: NONDISCRIMINATION**

2 **Section 1. Non-discrimination.** The Employer and the Union agree that they will not
3 discriminate against any employee by reason of race, color, age, sex, marital status, sexual
4 orientation, creed, religion, ancestry, or national origin; or the presence of any sensory, mental or
5 physical disability, unless based on a bona fide occupational qualification reasonably necessary to the
6 normal operation of the Department of Public Health.

7 **Section 2. Gender-Neutral Language.** Whenever words denoting the feminine or
8 masculine gender are used in this Agreement, they are intended to apply to either gender.

1 **ARTICLE 5: UNION MEMBERSHIP AND DUES**

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

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

12 **Section 3. Indemnification.** The Union agrees to indemnify and hold harmless the Employer
13 from any and all liability resulting from the dues check-off system, the Union security obligation, and
14 the religious exemption requirements, except as delineated in Section 4 below.

15 **Section 4. Condition of Employment.** Each employee who is appointed, to a position
16 covered by a Local 17 bargaining unit in Public Health shall, within thirty (30) days following the
17 date of employment within the unit, be required as a condition of employment, to either join the
18 Union or contribute monthly an agency fee in an amount equivalent to the regular monthly Union
19 dues to the Union. Employees who are determined by the Public Employment Relations Commission
20 to satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount
21 equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable
22 organization mutually agreed upon by the employee affected and the bargaining representative to
23 which such employee would otherwise pay the regular monthly dues.

24 All employees covered by this Agreement who voluntarily are, or who voluntarily become
25 members of the Union in good standing on or after the date of signing this Agreement or the date of
26 commencement of employment with the Employer, whichever is the later date, shall remain members
27 of the Union during the term of this Agreement.

28 **Section 5. Failure to Fulfill Obligations.** Failure by an employee to abide by the

1 afore-referenced provisions shall constitute cause for discharge of such employee; provided, however,
2 it shall be the responsibility of the Union to notify the King County Human Resources Division
3 Manager of the Department of Executive Services (DES), with a copy to the Department of Public
4 Health, in writing when it is seeking discharge of an employee for noncompliance with section 4 of
5 this Article. When an employee fails to fulfill the union security obligations set forth within this
6 Article, the Union shall forward a "Request for Discharge Letter" to the Public Health Human
7 Resources Manager (with copies to the affected employee and the DES). Accompanying the
8 discharge letter shall be a copy of the letter to the employee from the Union explaining the employee's
9 obligation under Article 5, Section 4.

10 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
11 the employee for failure to abide by Section 4 of Article 5, but provide the employee and the
12 Employer with thirty (30) calendar days' written notification of the Union's intent to initiate discharge
13 action, during which time the employee may make restitution in the amount which is overdue. Upon
14 receipt of the Union's request, the Public Health Human Resources Manager shall give notice in
15 writing to the employee, with a copy to the Union and the DES, Human Resources Division, Labor
16 Relations Section that the employee faces discharge upon the request of the Union at the end of the
17 thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter" and that the
18 employee has an opportunity before the end of said thirty (30)-calendar day period to present to the
19 Public Health Human Resources Manager any information relevant to why the Public Health
20 Department of Public Health should not act upon the Union's written request for the employee's
21 discharge.

22 In the event the employee has not yet fulfilled the obligation set forth within Section 4 of this
23 Article within the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the
24 Union shall thereafter reaffirm in writing to the Public Health Human Resources Manager with copies
25 to the affected employee and the DES, its original written request for discharge of such employee.
26 Unless sufficient legal explanation or reason is presented by the employee why discharge is not
27 appropriate or unless the Union rescinds its request for the discharge the Employer shall, as soon as
28 possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled

1 the union security obligation within the thirty (30)-calendar day period, the Union shall so notify the
2 Public Health Human Resources Manager in writing, with a copy to the DES and the affected
3 employee. If the Union has reaffirmed its request for discharge, the Public Health Human Resources
4 Manager shall notify the Union in writing, with a copy to the Human Resources Division Manager of
5 DES and the affected employee, that the Department effectuated, or that the Department of Public
6 Health has not discharged the employee, setting forth the reasons why it has not done so.

7 **Section 6. Bargaining Unit List.** Once each calendar year upon request, DES will provide
8 the Union with a current listing of all employees within the bargaining units. The list shall include
9 the name of the employee, the employees' classification, and seniority within the bargaining unit,
10 seniority within the employees' current classification, division, job location, and salary.

11 **Section 7. Bargaining Unit Status.** The Employer will require all new employees hired for
12 a position included in the bargaining unit to sign a form with a copy to the Union which will inform
13 them of their bargaining unit status. When requested by the Union at no less than monthly intervals,
14 Public Health shall make available to the Union the names of employees who have left the bargaining
15 unit.

1 **ARTICLE 6: GRIEVANCE PROCEDURE**

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

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

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

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

17 Probationary employees shall not have the right to pursue grievances over dismissal but shall
18 be able to pursue grievances as otherwise provided. Regular employees reverted during a
19 probationary period shall not have the right to pursue grievances over reversion but shall be able to
20 pursue grievances as otherwise provided.

21 All classification-related appeals shall be processed pursuant to Article 9, Section 5(C).

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

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

28 Any time limits agreed to in the grievance procedure may be extended for stated

1 periods of time by the appropriate parties by mutual agreement in writing. Failure by an employee or
2 the Union to comply with any time limitation of the procedure of this Article shall constitute
3 withdrawal of the grievance.

4 **Section 6. Grievance Steps.**

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

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

16 **Step 2: Division Manager.** If the grievance is not resolved at Step 1 or is filed
17 initially at Step 2, the employee or Union representative shall present the grievance in writing,
18 specifying the section(s) of the contract allegedly violated and the remedy sought. The grievance
19 shall then be presented to the Division Manager for investigation, discussion and written reply. The
20 Division Manager, after consulting with the Department Director or designee, shall make a written
21 decision and present it to the aggrieved employee and/or Union representative with a copy mailed to
22 the Union within ten (10) working days after receipt of the Step 2 grievance.

23 If the employee and/or union representative has not received a response at Step 2 within the
24 time frames listed above, the grievance may be elevated to Step 3. If the grievance is not pursued to
25 the next higher level within ten (10) working days from the Union's receipt of the Division Manager's
26 written response, it shall be presumed resolved.

27 **Step 3: DES Panel.** If the decision of the Division Manager has not resolved the
28 grievance, the grievance may be presented to the King County DES or his/her designee. The

1 designee shall not have been a participant at the Step I or Step II meeting. The grievance shall then be
2 presented to a committee comprised of one representative from the Union, one representative from
3 the Department, and the King County Human Resources Division Manager of DES or designee, who
4 shall act as Chair.

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

10 **Step 4: Mediation-Arbitration.** Should this committee be unable to agree or should
11 the decision of the committee not resolve the grievance to the satisfaction of the Union or the
12 Department of Public Health, either the Union or the Department may request mediation-arbitration
13 within thirty (30) calendar days of the Union's receipt of the Step 3 decision. Grievances relating to
14 oral or written reprimands shall not be appealed beyond Step 3. The request for mediation-arbitration
15 must specify:

- 16 A. Section(s) of the Agreement allegedly violated;
- 17 B. Nature of the alleged violation;
- 18 C. Remedy sought; and
- 19 D. The avenue of appeal selected (i.e., mediation or arbitration).

20 Upon receipt of an appeal for mediation, the Director of DES or his/her designee, shall seek
21 the assistance of the Public Employment Relations Commission or another mutually agreed upon
22 mediator, in an attempt to resolve the grievance. The mediator shall have no authority to resolve the
23 grievance except by agreement of the Union and the Employer. In the event the grievance is not
24 resolved, evidence or concessions agreed to or offered by the opposing party during mediation shall
25 not be admissible at the subsequent hearing, unless such admission is agreed to by both parties.

26 If the grievance is not resolved through mediation, the parties may further appeal the
27 grievance to arbitration, as set forth below. Such appeal must be filed within ten (10) working days
28 of receipt of the mediation or mediator's advisory opinion, whichever is later.

1 The Union and the County shall agree on a list of five (5) arbitrators. In the event that the
2 parties are unable to agree upon this list of arbitrators, then such list shall be requested from the
3 American Arbitration Association. The arbitrator will be selected from the list by the Department
4 representative and the Union alternately striking a name from the list until only one remains.

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

7 1. The arbitrator shall have no power to render a decision that will add to, subtract
8 from, alter, change, or modify the terms of this Agreement, and all other matters shall be excluded
9 from arbitration.

10 2. The decision of the arbitrator shall be final, conclusive and binding upon the
11 Employer, the Department, the Union, and the employee involved.

12 3. The cost of the arbitrator shall be borne equally by the Department of Public Health
13 and the Union. Each party shall bear the cost of presenting its own case including the cost of any
14 witnesses appearing on that party's behalf. Each party will bear the cost of their own attorney and
15 representative fees regardless of the outcome of the hearing.

16 4. The arbitrator's decision shall be made in writing and shall be issued to the parties
17 within thirty (30) calendar days after the case is submitted to the arbitrator.

18 5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the
19 voluntary labor arbitration regulations of the American Arbitration Association unless stipulated
20 otherwise in writing by the parties to this Agreement.

21 There shall be no strike, cessation of work or lockout during hearings or arbitrations.

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

25 **Section 7. Personnel Board Appeals.** An employee covered by this Agreement must, upon
26 initiating objections relating to disciplinary action, use either the contractual grievance procedure
27 contained herein or disciplinary appeals under the King County Personnel System. The parties agree
28 that the King County Personnel Board shall have jurisdiction to resolve such disputes. Under

1 no circumstance may an employee use both the contractual grievance procedure and a personnel
2 system appeal procedure relative to the same action. If there are dual filings with the grievance
3 procedure and a personnel system appeal procedure, the Department of Public Health will send notice
4 of such filings by certified mail to the employee(s) and the Union. The Union will notify the
5 Department by certified mail within fifteen (15) calendar days from the date of receipt of the notice if
6 it will use the contractual grievance procedure. If no such notice is received by the Department, the
7 contractual grievance action shall be deemed to be withdrawn.

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1 **ARTICLE 7: WORK STOPPAGES**

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

1 **ARTICLE 8: PROBATIONARY PERIOD**

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

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

5 **Probation Period/Promoted Employee:** All employees who are promoted serve a
6 six (6)-month probationary period from the date of promotion.

7 **Regular Appointment:** The appointment of a certified eligible individual or the
8 assignment of an employee to another classification contained within the same base class.

9 **Regular Employee:** An employee who has successfully completed an initial twelve
10 (12)-month probationary period and has had no subsequent break in service as occasioned by,
11 resignation, discharge for just cause, or retirement.

12 **Section 2. Probationary Period/Status of Employee.** Employees who are hired for career
13 service positions from an eligible register shall serve a probationary period of twelve (12) months, at
14 which time they shall become regularly appointed employees.

15 Occasional absences due to illness, vacations, and military leaves shall not result in an
16 extension of the probationary period, but upon approval of the DES or designee, an employee's
17 probationary period may be extended so as to include the equivalent of a full twelve (12) months of
18 actual service where there are numerous absences.

19 **A.** The probationary period shall provide the Department of Public Health with the
20 opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the
21 position, and to terminate any employee whose work performance fails to meet the required
22 standards.

23 **B.** An employee shall become regular after having completed the probationary period
24 unless the individual is dismissed under provisions of Section 3 below.

25 **C.** An employee's initial probationary period may be extended up to six (6) additional
26 months by written mutual agreement between the Department of Public Health, the employee, and the
27 Union, subject to approval by the DES or designee prior to the expiration of the initial twelve (12)-
28 month probationary period.

1 **Section 3. Probationary Period/Dismissal.** An employee may be dismissed during the
2 initial probationary period after having been given written notice. The reasons for the dismissal shall
3 be filed with the DES, Human Resources Division, Labor Relations Manager and a copy sent to
4 Union.

5 An employee dismissed during the initial probationary period shall not have the right to
6 appeal the dismissal. The employee shall not be entitled to reinstatement.

7 **Section 4. Probationary Period/Promotion.** A regular employee who is promoted from an
8 eligible register to a position in a higher-paid classification shall serve a six (6)-month probation
9 period.

10 A. The probationary period shall provide the Department of Public Health with the
11 opportunity to observe the employee's work and to train and aid the employee in adjustment to the
12 position.

13 B. An employee who has been promoted from one classification in a County
14 department to another classification in the Department of Public Health and who fails to satisfactorily
15 complete the probation period shall be given fifteen (15) calendar days written notice prior to being
16 returned to his/her former classification subject to any applicable County personnel rules or collective
17 bargaining agreement provisions.

18 C. An employee's probation period may be extended up to three (3) additional months
19 by written mutual agreement between the Department of Public Health, the employee, and the Union,
20 prior to expiration of the initial six (6)-month probationary period.

21 D. Employees who fail probation and are returned to their previous classification
22 during probationary period shall not have the right to appeal the reversion.

23 E. If an employee elects not to accept an offer of employment in a position essentially
24 the same that the employee previously held, the employee's name shall be removed from the Public
25 Health Reversion Register.

26 F. This section shall be applicable only to those Public Health positions which are
27 covered by this Agreement.

28 G. Upon appointment from a Reversion Register a Public Health employee

1 shall be paid at the step of the range which he/she normally would have received had he/she not been
2 promoted.

3 **Section 5. Transfers During Probationary Period.** If a probationary employee is
4 transferred in the same classification from a County department to the Department of Public Health,
5 the Department may, with approval of the Human Resources Division Manager of DES, or designee,
6 require that a complete twelve (12)-month probationary period be served.

7 A. If a probationary employee in the County or Public Health is transferred to a
8 different classification in the Department of Public Health, the employee shall serve a complete
9 twelve (12)-month probationary period in the new classification. If a regular employee in the County
10 or Public Health is transferred to a different classification in Public Health, the employee shall serve a
11 complete six (6) -month probation period in the new classification.

12 B. Within the Department of Public Health, if a regular employee is regularly
13 appointed to a higher classification while serving in a probationary period, the probationary period for
14 the lower classification and the new probationary period for the higher classification shall overlap,
15 provided that the higher and lower classifications are in the same or a closely related field. The
16 employee shall complete the terms of the original probationary period and be given regular status in
17 the lower classification.

18 C. Within the Department of Public Health, if a probationary employee is regularly
19 appointed to a higher classification while serving in a probationary period, the initial probationary
20 period and the new probationary period for the higher classification shall overlap, provided the higher
21 and the lower classifications are in the same or a closely related field. The employee shall complete
22 the term of the original probationary period and be given regular standing in the lower class. In such
23 cases where the probationary period is longer than the probationary period for the higher
24 classification, the probationary period shall continue to run for the full duration of its original term
25 and be applicable to both the lower and the higher classification.

26 **Section 6. Health and Environmental Investigator I Probation.**

27 A. **Promotion.** The Union and the County agree that career service employees
28 occupying the bargaining unit position of HE&I I will be promoted to HE&I II upon

1 successful of completion of the probationary period described in this Article.

2 **B. Certification Requirement.** The Union acknowledges the County's right to
3 require that successful completion of probation will include, but is not limited to, the possession of a
4 Certificate of Registration as a Registered Sanitarian (RS) or as a Registered Environmental Health
5 Specialist (REHS) certificate issued by the Washington State Board of Registered Sanitarians or
6 National Environmental Health Association. Possession of the "In-Training" status of the RS or
7 REHS shall be sufficient to satisfy the certification requirement.

8 **C. Probation Extension.** The Union and the County acknowledge that in the event a
9 HE&I I is unable to obtain the RS or REHS within one year of hire, the employee's initial probation
10 period may be extended for up to six (6) additional months as provided in Article 8 of this agreement.

11 **D. Unsuccessful Probation.** The Union and the County acknowledge that failure to
12 complete successfully the probation requirements of the HE&I I shall result in a probationary
13 separation pursuant to this Article of the agreement.

1 **ARTICLE 9: CLASSIFICATIONS AND RATES OF PAY**

2 **Section 1.**

3 A. Effective retroactively to January 1, 2002 the base wage rates are set forth in
4 Addendum A and have been increased by 90% of the increase in the U.S. Cities CPI-W from
5 September 2000 to September 2001. The salary increase is no less than 2% nor greater than 6%,
6 rounded to the nearest one-hundredth of a percent.

7 B. Effective January 1, 2003, the base wage rates set forth in Addendum A shall be
8 increased by 90% of the increase in the U.S. Cities CPI-W from September 2001 to September 2002.
9 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth
10 of a percent.

11 C. Effective January 1, 2004, the base wage rates set forth in Addendum A shall be
12 increased by 90% of the increase in the U.S. Cities CPI-W from September 2002 to September 2003.
13 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth
14 of a percent.

15 **Section 2.** The Employer agrees that it shall consult with the Union and allow the Union at
16 least fourteen (14) calendar days to comment before it makes changes in the class specifications
17 covering the classifications listed in Addendum A, unless a longer comment period is agreed to in
18 writing by the Union and the Employer; provided, however, the Employer agrees it will not make any
19 changes in said class specifications that would result in the elimination of jurisdiction of the Union.
20 The Employer will notify the Union of its final determination prior to the adoption of any modified
21 specification.

22 **Section 3.** The Employer and the Union agree that when the duties and responsibilities of a
23 position within the bargaining unit change dramatically during the term of this Agreement, the effect
24 of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for
25 negotiations upon the request of either party. Such negotiations shall commence at the earliest
26 possible date thereafter.

27 **Section 4. Classification Studies.**

28 A. If the duties and responsibilities assigned to a position change to the

1 extent that a reclassification of the position is deemed appropriate by the DES, Human Resources
2 Division Manager, or designee, the employee in the position shall be entitled to continue therein with
3 the classified status that the employee had in the position prior to its reclassification, provided the
4 employee meets the minimum qualifications for the reclassified position. In instances where the
5 reclassification results in a promotion, a competitive examination will not be required, unless such
6 reclassification is shown to be an obvious attempt to circumvent promotional opportunities.

7 **B.** A position audit request may be initiated by the employee, Department Director, or
8 Human Resources Division Manager of DES, or designee. Any resultant reclassification shall be
9 made effective on the first day of the pay period following the date the completed position description
10 questionnaire was received by DES, Human Resources Division Manager, or thirty (30) calendar days
11 following the day the employee signed the position description questionnaire, whichever is less.

12 **C.** Classification Appeals. All parties to this Agreement agree that all disputes
13 relating to classifications will first be submitted to the Human Resources Division Manager of DES
14 for a determination. If the Union disagrees with the Human Resources Division Manager's findings,
15 it may, within thirty (30) days, submit the classification issue to a neutral third party for a decision.
16 The neutral party chosen by the Human Resources Division Manager of DES, or designee, and the
17 Union Representative of Local 17 and the cost of the neutral shall be borne equally by the Department
18 and the Union. The decision of the classification neutral shall be binding on all parties. All
19 classification issues (other than jurisdictional) shall be presented to the classification neutral, and will
20 not be subject to the King County Personnel Board, or binding arbitration. The panel shall meet
21 within thirty (30) days of the submission of the appeal. If the parties are unable to agree on a neutral
22 each side shall submit a name and one name shall be drawn by lot.

23 **Section 5. Position Classification.**

24 **A.** Every position in the bargaining unit shall be classified at the direction of the
25 Employer and allocated to its appropriate class in accordance with the character, difficulty, and
26 responsibility of its designated duties. Positions shall be allocated to a given class when:

27 1. The same descriptive title may be used to designate each position in the
28 class;

1 2. The same level of education, experience, knowledge, ability, and other
2 qualifications may be required of incumbents;

3 3. Similar tests may be used to select incumbents;

4 4. One schedule of compensation will apply with equity under substantially the
5 same employment conditions.

6 **B.** All classes involving the same character of work but differing as to level of
7 difficulty and responsibility shall be assembled into a class series.

8 **C.** Compensation or salary shall not be the sole factor in determining the classification
9 of any position or the standing of any incumbent.

10 **D.** In allocating any position to a class, the specification for the class shall be
11 considered as a whole. Consideration shall be given to the general duties, the specific tasks, the
12 responsibilities, the required and desirable qualifications for such position, and the relationship
13 thereof to other classes. The examples of duties set forth in such specification shall not be construed
14 as all-inclusive or restrictive, and an example of a typical task or a combination of two or more
15 examples shall not be taken, without relation to all parts of the specification, as determining that a
16 position should be included within a class.

17 **E.** No one whose position has been allocated to its appropriate class shall be assigned
18 or required to perform duties generally performed by persons holding positions in other classes,
19 except in case of emergency or for limited periods of time when approved by the DES, Human
20 Resources Division Manager, or designee, provided that nothing in this provision shall be construed
21 as preventing the assignment of duties of a higher rank as part of a training period, or for relief
22 periods; and provided, further, the clause in any specification "and to perform related work as
23 required" shall be liberally construed.

24 **F.** An employee may be assigned to a position which carries additional salary and
25 limited additional duties or responsibilities and is within the scope of the specification for the class
26 from which assignment is made, as determined by the DES, Human Resources Division Manager, or
27 designee. If the duties of a position are beyond the scope of the specification for the base class, as
28 determined by the DES, Human Resources Division Manager, or designee, such position

1 must be separately classified and eligibility established by examination. An employee assigned from
2 the base classification to a higher classification within the base classification shall begin a six-month
3 probation period in the classification and, upon completion of the probation period, shall have regular
4 standing at the level to which assigned.

5 **Section 6. Status upon Reclassification.**

6 A. Whenever the title of a class is changed without a change in duties or
7 responsibilities, the incumbent shall have the same status in the retitled class as she/he held in the
8 former class.

9 B. When a position is reclassified to a class of a higher level, the DES, Human
10 Resources Division Manager, or designee, may grant the incumbent of the position the same status in
11 the new class as he had in the former class, if he/she finds:

12 1. That the reason for the reclassification of the position is the gradual
13 accretion of new duties and responsibilities over a period of six (6) months or more immediately
14 preceding the effective date of said reclassification; and

15 2. That such accretion of duties has taken place during the incumbency of the
16 individual in said position. The Human Resources Division Manager of DES, or designee, before
17 recognizing the status of an incumbent under the above circumstances, may require such evidence of
18 the incumbent's qualifications and fitness, and may conduct hearings, investigations, and/or
19 qualifying examinations, as he/she deems warranted.

20 C. Whenever a position is reclassified from one class to a higher class and the
21 conditions in Section 6 (B) above are not met, the incumbent shall not continue in the position, except
22 temporarily, unless he/she gains eligibility for the new class by examination and receives an
23 appointment thereto in accordance with this Agreement.

24 D. In the event a position which is a recognized assignment is changed to a separate
25 examined class, the incumbent who has regular standing in the class from which assignment was
26 made shall be recognized in the new class with the same standing the employee had in the base class
27 from which formerly assigned.

28 E. Whenever a position is reclassified from one class to a lower class, the

1 regular incumbent may, with the concurrence of the Public Health Director and the DES, Human
2 Resources Division Manager, or designee, elect to take a voluntary reduction to the lower class; or at
3 his option and with the concurrence of the Public Health Director and the DES, Human Resources
4 Division Manager, or designee, he/she may remain in the reclassified position for a temporary period
5 as limited by the DES, Human Resources Division Manager, or designee, only until he/she can be
6 transferred to another position in the class in which he/she has regular standing.

7 **Section 7. Step Placement.**

8 A. Every full-time regular, part-time regular and term-limited temporary employee
9 upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the
10 position. When this results in an inequity, or when it becomes necessary because of difficulties in
11 recruitment, payment other than the first step may be authorized by the Department Director. The
12 Union shall be notified whenever, a full-time regular, part-time regular and term-limited temporary
13 employee covered by the Agreement is paid at "other than the prescribed step" as described above.

14 B. A full-time regular, part-time regular and term-limited temporary employee shall
15 be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual
16 service" when hired at the first step of the salary range. Succeeding automatic step increases shall be
17 granted after twelve (12) months of "actual service" from the date of eligibility defined in terms of
18 one (1) months service for each month of full-time employment, including paid absences.

19 This provision shall not apply to "provisional" work outside of classification, or temporary
20 employees; provided, however, a "short-term" temporary employee who has worked in excess of 520
21 straight time hours within the previous twelve (12) month period per Article 1, and who is appointed
22 to a regular position without a break in service worked within the previous twelve (12) month period
23 counted for purpose of salary step placement. An employee who has been reclassified will be given
24 credit for pay step purposes for the continuous time worked immediately preceding the
25 reclassification for which he/she was properly paid "work outside of classification pay" per Article 10
26 of the Agreement.

27 C. For full-time regular, part-time regular and term-limited temporary employees
28 assigned salary steps other than the beginning step of the salary range, subsequent salary

1 increases within the salary range shall be granted after twelve (12) months of "actual service" from
2 the appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the
3 salary range established for the class.

4 **D.** In determining "actual service" for advancement in salary step, absence due to
5 sickness or injury for which the employee does not receive compensation may, at the discretion of the
6 DES, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other
7 causes may, at the discretion of the DES, be credited at the rate of fifteen (15) calendar days per year.
8 For the purposes of this paragraph, time lost by reason of disability for which an employee is
9 compensated by Industrial Insurance or Charter disability provisions shall not be considered absence.
10 An employee who returns after layoff, or who is reduced in rank to a position in Public Health, may
11 be given credit for such prior service.

12 **E.** Any increase in salary based on service shall become effective upon the first day
13 immediately following completion of the applicable period of service.

14 **F. Changes in Incumbent Status Transfers.** An employee transferred to another
15 position in the same class or having an identical salary range shall continue to be compensated at the
16 same rate of pay until the combined service requirement is fulfilled for a step increase, and shall
17 thereafter receive step increases as provided in Section 7 (B).

18 **G. Promotions.** An employee appointed to a position in a class having a higher
19 maximum salary shall be placed either in the first step of the new salary range or at the step which is
20 the equivalent of two (2) steps (approximately five (5) percent) more than the employee's former
21 salary step, whichever is greater, but not to exceed the top step of the new range. This shall apply
22 only to appointments of employees from full-time regular and part-time regular positions and shall
23 not apply to appointments from positions designated as "provisional" or to temporary assignments
24 providing pay over regular salary while so assigned.

25 **H.** An employee demoted because of inability to meet established performance
26 standards from a regular full-time or part-time position to a position in a class having a lower salary
27 range shall be paid the salary step in the lower range determined as follows:

- 28 **1.** If the rate of pay received in the higher class is above the maximum

1 salary for the lower class, the employee shall receive the maximum salary of the lower range.

2 2. If the rate of pay received in the higher class is within the salary range for
3 the lower class, the employee shall receive that salary rate for the lower class which, without increase,
4 is nearest to the salary rate to which such employee was entitled in the higher class; provided that the
5 employee shall receive not less than the minimum salary of the lower range.

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

15 J. When a position is reclassified to a new or different class having a different salary
16 range, the employee occupying the position immediately prior to and at the time of reclassification
17 shall receive the salary rate which shall be determined in the same manner as for a promotion;
18 provided that, if the employee's salary prior to reclassification is higher than the maximum salary of
19 the range for such new or different class, he shall continue to receive such higher salary as an
20 "incumbent" for so long as he remains in such position or until the regular salary for the classification
21 exceeds the "incumbent" rate of pay.

22 K. Bargaining unit employees with fifteen (15) years of classification seniority in their
23 old classification title as of January 1, 1998 shall, on January 1, 1999 progress two (2) steps in the
24 new pay range and starting January 1, 2000 progress three (3) steps in the new pay range and three (3)
25 steps annually thereafter until step ten of the new range has been reached.

26 Bargaining unit employees with five (5) years of classification seniority in their old
27 classification title as of January 1, 1998 and who move three (3) or more steps back on the new range
28 in the new classifications listed below shall progress one (1) step in the new range on January

1 1, 1999, two (2) steps on January 1, 2000 and a maximum of three (3) steps annually thereafter until
2 step ten of the new range is reached or move to the step which corresponds to actual years of service,
3 whichever is less.

4 **Section 8.** Pharmacists and Senior Pharmacists employed as of the date of final ratification by
5 the Metropolitan King County Council of this agreement will be placed at step 10 of the appropriate
6 wage range identified in Addendum A, retroactive to January 1, 2001 or their date of hire, whichever
7 is later. This item of the agreement will be re-opened in January 2003 solely for the purpose of
8 reviewing the Pharmacist and Senior Pharmacist wages to determine market comparability and
9 equity. In the event that wages are above market, wages will be negotiated and adjusted retroactively
10 to January 1, 2003.

11 **Section 9.** Health and Environmental Investigators II moving up from one range to another as
12 reflected in Addendum A, will be placed at the closest step which causes them no loss in pay
13 effective upon the first full pay period after the date of final ratification of this agreement by the
14 Metropolitan King County Council (time spent in the previous range, and at the previous step, will be
15 carried over into the new range and step.) Those employees who have been at Range 56, Step 10 for
16 less than twelve (12) months as of the date of ratification by the Metropolitan King County Council
17 will receive step advancement after the required 12 months in the new range (including credit for
18 previous work at Range 56, Step 10). Those employees with more than 12 months at Step 10 of
19 Range 56 as of the date of ratification by the Metropolitan King County Council will receive
20 placement to the new range, step 9, retroactive to January 1, 2002 upon final ratification of this
21 agreement by the Metropolitan King County Council.

22 **Section 10.** Career Service employees who are vested in the retirement system, who were
23 employed as of July 1, 2002, but who left King County prior to final ratification of this agreement by
24 the Metropolitan King County Council, will receive their COLA retroactively to January 1, 2002.

25 **Section 11. Information Systems Professionals.** Information Systems Professionals
26 moving up from one range to another as reflected in Addendum A, will be placed at the closest step
27 which causes them no loss in pay effective January 1, 1999. Payment will apply to those bargaining
28 unit members employed in the ISP position as of the date of final ratification of this

1 agreement by the Metropolitan King County Council.

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1 **ARTICLE 10: SPECIAL DUTY**

2 **Section 1. Administrative Support Work Out of Classification.**

3 A. When the services of a full-time regular or part-time regular employee are
4 temporarily needed in a position with a different classification than the position occupied by the
5 employee, the employee may be assigned by the appointing authority to perform the duties of the
6 different classification. Assignment to work outside of classification duty will not confer on an
7 employee any privilege, right of appeal, or right of position, transfer, demotion, promotion, or
8 reinstatement.

9 Whenever a full-time regular or part-time regular employee is assigned by the Department
10 Director or designee to perform the duties of an employee at, or substantially the full duties of, a
11 higher paid classification for a period of four (4) consecutive hours or longer, he/she shall be paid
12 either in the first step of the new salary range or at the step which is the equivalent of two (2) steps
13 (approximately five (5) percent) more than the employee's base salary step, whichever is greater, but
14 not to exceed the top step of the new range.

15 B. Full-time regular or part-time regular employees in a training capacity may be
16 assigned work normally performed by an employee in a higher classification except that they will not
17 be assigned the duties of a higher classification to circumvent the intent of Section 1 hereof.
18 Any employee assigned to a training position shall be notified in writing one (1) working day in
19 advance by the department head or designee of his/her training status. A full-time regular, part-time
20 regular employee, or term-limited temporary employee assigned to a training status shall be under the
21 supervision and guidance of his/her immediate supervisor, and shall not remain in the training status
22 for more than ten (10) consecutive normal working days unless a longer training period is mutually
23 agreed upon in writing by the Union, Department of Public Health, and Human Resources Division
24 Manager of DES, or designee.

25 **Section 2. Work Outside of Classification – Environmental Health Professional and**
26 **Technical Employees, Information System Professionals and Emergency Medical Services**
27 **bargaining unit members (Overtime Eligible).** When the service of a full-time regular or part-time
28 regular employee is temporarily needed in a position with a different classification than the

1 position occupied by the employee, the employee may be assigned by the appointing authority to
2 perform the duties of the different classification. Assignment to work outside of classification duty
3 will not confer on an employee any privilege, right of appeal, or right of position transfer, demotion,
4 promotion or reinstatement. Whenever, a full-time regular or part-time employee is assigned by the
5 Department Director or designee to perform the duties of an employee at, or substantially the full
6 duties of, a higher paid classification for a period of eight (8) consecutive hours or longer, he/she
7 regularly scheduled shift, he/she shall be paid at the rate established for such classification while
8 performing such duties. A full-time regular or part-time regular employee assigned in writing to work
9 in a higher classification is paid either in the first step of the new salary range or at the step which is
10 the equivalent of two (2) steps (approximately five (5) percent) more than the employee's base salary
11 step, whichever is greater, but not to exceed the top step of the new range.

12 **Section 3. Work Outside of Classification - Environmental Health Senior Professional**
13 **Employees and Information System Professional.** When the service of a full-time regular or part-
14 time employee is temporarily needed in a position with a different classification than the position
15 occupied by the employee, the employee may be assigned by the appointing authority to perform the
16 duties of the different classification. Assignment to work outside classification duty will not confer
17 on an employee any privilege, right of appeal, or right of position transfer, demotion, promotion or
18 reinstatement. Whenever a full-time regular or part-time employee is assigned by the Department
19 Director or designee to perform the duties of an employee at, or substantially the full duties of, a
20 higher paid classification for a period of sixteen (16) consecutive hours or longer, he/she shall be paid
21 either in the first step of the new salary range or at the step which is the equivalent to two (2) steps
22 (approximately five (5) percent) more than the employee's base salary step, whichever is greater, but
23 not to exceed the top step of the new range.

24 **Section 4. Work in a Lower Classification.** Employees covered by this Agreement may be
25 temporarily assigned to perform the duties of a lower classification without a reduction in pay.

26 **Section 5. Leave Benefits for Employees Working Outside of Classification.** If a full-
27 time regular or part-time regular employee is assigned by the Department Director or designee,
28 pursuant to this Article, to perform the duties of a higher classification on a continuous basis

1 in excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be
2 compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

3 **Section 6. Lead Worker.**

4 **A. Assignment to Lead Worker Duties.** Whenever a full-time regular, or part-time
5 regular employee who is performing the same duties as other employees in a classification is assigned
6 limited supervisory duties (such as distribution of work assignments, maintaining a balanced work
7 load among a group and keeping a record of work, production, or attendance over employees in the
8 same classification or a classification having the same entrance salary), and these duties do not justify
9 reallocation to a supervisory classification, the Public Health Director may request that the DES,
10 Human Resources Division Manager, or designee, designate the employee as a "lead worker." The
11 "lead worker" performs work under the direction of a supervisor of a higher level who may not be
12 present to give constant supervision to the work because of duties and assignments performed in other
13 areas. Assignment as "lead worker" will not confer on an employee any privilege, right of appeal, or
14 right of position, transfer, demotion, promotion, or reinstatement. Assignments may be revoked at
15 any time at the sole discretion of the appointing authority. Any position allocated to a classification
16 with the concept of "lead worker" is excluded from the provisions of this section.

17 **B. Salary for Lead Worker Duty.** A full-time regular or part-time regular employee
18 designated in writing, as "lead worker" is eligible for additional compensation of five (5) percent
19 effective on the date of the assignment. At such time as the "lead worker" designation is removed,
20 the employee's compensation reverts to the rate received prior to the designation.

21 **Section 7. Rotation of Work Outside of Classification and Lead Work.** When possible,
22 work outside of classification and lead work will be assigned to a full-time regular or part-time
23 regular employees on a rotation basis among qualified employees in the Department of Public Health.

ARTICLE 11: ANNUAL VACATION

Section 1. Regular Pay Status Definition. "Regular pay status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave.

Section 2. Annual vacations with pay shall be granted to eligible Public Health employees computed at the rate shown in the table below for each hour on regular pay status as shown on the payroll, but not to exceed eighty-seven (87) hours per pay period. Employees will accrue benefits on an hourly basis each pay period as provided below. The vacation accrual rate is as follows:

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE					
ACCRUAL RATE Hours on Regular Pay- Status		Vacation Earned Per Hour	Full Years of Service	Working Days Per Year	Hours (HRS.)
0	10440	.0460	0 through end of Year 5	12	96
10441	16704	.0577	Beginning of Year 6	15	120
16705	18792	.0615	Beginning of Year 9	16	128
20881	33048	.0769	Beginning of Year 11	20	160
33409	35496	.0807	Beginning of Year 17	21	168
35497	37586	.0846	Beginning of Year 18	22	176
37585	39672	.0885	Beginning of Year 19	23	184
39673	41760	.0923	Beginning of Year 20	24	192
41761	43848	.0961	Beginning of Year 21	25	200
43849	45936	.1000	Beginning of Year 22	26	208
45937	48024	.1038	Beginning of Year 23	27	216
48025	50112	.1076	Beginning of Year 24	28	224
50113	52200	.1115	Beginning of Year 25	29	232
52201		.1153	Beginning of Year 26 and beyond	30	240

1 **Section 3. Maximum Accrual.** Full-time regular, part-time regular and term-limited
2 temporary employees may accrue up to a maximum of 480 hours of vacation.

3 **Section 4. Use of Vacation.** Full-time regular, part-time regular and term-limited temporary
4 employees may use accumulated vacation with pay after completing one thousand forty (1040) hours
5 or six (6) calendar months, whichever occurs first, on regular pay status.

6 **Section 5. Cancellation of Vacation.** In the event that the Department of Public Health
7 cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such
8 vacation before the employee's maximum balance will be reached, the employee's vacation balance
9 will be permitted to exceed the allowable maximum and the employee will continue to accrue
10 vacation for a period of up to three (3) months if such exception is approved by both the Department
11 Director and the Human Resources Division Manager of DES in order to allow rescheduling of the
12 employee's vacation. In such cases, the Department Director shall provide the Human Resources
13 Division Manager with the circumstances and reasons leading to the need for such an extension. No
14 extension of this grace period will be allowed.

15 **Section 6. Service Year Definition.** "Service year" is defined as the period of time between
16 an employee's date of hire and the one-year anniversary date of the employee's date of hire, or the
17 period of time between any two consecutive anniversaries of the employee's date of hire thereafter.

18 **Section 7. Minimum Vacation Allowance.** The minimum vacation allowance to be taken
19 by an employee shall be one-half (½) hour.

20 **Section 8. Vacation Cash-out.** Full-time regular, part-time regular and term-limited
21 temporary employees who leave the Employer's service for any reason after more than six (6) months
22 service shall be paid in a lump sum for any unused vacation he/she has previously accrued, not to
23 exceed the maximum provided in Section 3.

24 **Section 9. Vacation Cash-out upon Death of Employee.** Upon the death of an employee in
25 active service, pay shall be allowed for any vacation earned, not to exceed the maximum provided in
26 Section 3.

27 **Section 10. Use of Vacation for Medical Reasons.** Where an employee has exhausted
28 his/her sick leave balance, she/he has the option of using vacation for further leave for

1 medical reasons only with approval of the Department Director.

2 **Section 11. Vacation Usage Prior to Leave of Absence.** In all other instances employees
3 must use all accrued vacation prior to beginning a leave of absence unless an exception is approved
4 by the DES, except that employees who are called to active military service or who respond to
5 requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their
6 option, use accrued vacation in lieu of taking a leave of absence without pay.

7 **Section 12. Vacation Scheduling.** The Department Director shall arrange vacation time for
8 employees on such schedules as will least interfere with the functions of the Department of Public
9 Health but which accommodate the desires of the employee to the greatest degree feasible.

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1 **ARTICLE 12: HOLIDAYS**

2 **Section 1. Holidays Observed.** The following day or days in lieu thereof shall be recognized
3 as holidays without salary deduction:
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New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day immediately following
Christmas Day	December 25
Two (2) Personal Holidays	

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

24 **Section 2. Personal Holidays.**

25 **A.** Full-time regular, part-time regular and term-limited temporary employees shall be
26 granted two personal holidays to be administered through the vacation plan. One day shall be granted
27 on the first of October and one day shall be granted on the first of November.

28 **B.** Personal holidays shall be administered through the vacation plan and shall be used
in the same manner as any vacation day earned.

1 **Section 3. Holiday Paid Recognized as Time Worked for Overtime Calculations.**

2 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining
3 weekly overtime.

4 **Section 4. Work on a Holiday.** Full-time regular, part-time regular and term-limited
5 temporary employees who work on a holiday shall be paid for the holiday at their regular straight-
6 time hour rate of pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times their
7 regular straight-time hourly rate of pay for hours worked

8 **Section 5. Holiday Pay Qualifications.** To qualify for holiday pay, full-time regular, part-
9 time regular and term-limited temporary employees covered by this Agreement must have been on the
10 payroll prior to the holiday and on pay status the normal workday before and the normal workday
11 after the holiday; provided, that employees returning from unpaid leave starting work the day after a
12 holiday shall not be entitled to pay for the holiday preceding their first day of work.

13 **Section 6. Pro-ration of Paid Holiday for Part-time Employees.** A regular part-time
14 employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon
15 straight time hours compensated during the pay period immediately prior to the pay period in which
16 the holiday falls.

17 **Section 7. Holiday Pay for Employees on Alternative Work Schedules.** Employees
18 scheduled to work an alternative work schedule such as four ten-hour days, shall be granted no more
19 than ninety-six (96) holiday hours per year, eighty-four (84) hours for employees on a thirty-five (35)
20 hour work week. Employees working alternative work schedules whose departments close on a
21 designated holiday shall be allowed to cover the hours beyond the normal holiday allowance by using
22 accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual
23 agreement with the supervisor, the employee shall be allowed to work to make up the hours during
24 that same work week. In no event will the rescheduling of hours in this manner be allowed if the
25 resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly
26 scheduled day off, the employee will have the option of receiving the holiday pay at the straight time
27 rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the
28 actual holiday.

1 **ARTICLE 13: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**
2 **LEAVE, AND LEAVES OF ABSENCE**

3 **Section 1. Sick Leave Accumulation.**

4 Full-time regular, part-time regular and term-limited temporary employees covered by this Agreement
5 shall accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as
6 shown on the payroll, but not more than forty (40) hours per week. New employees shall not be
7 entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate
8 sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide
9 cases of:

10 A. Illness or injury, which prevents the employee from performing his/her regular
11 duties.

12 B. Disability of the employee due to pregnancy and/or childbirth.

13 C. Employee medical or dental appointments.

14 D. Sick leave credit may also be used for care of family members as required of the
15 Employer by the Family Care Act, RCW 49.12.270, or the provisions contained in Article 15.

16 E. School Volunteering (see Section 6)

17 Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit may be
18 accumulated. Upon retirement, thirty-five percent (35%) of a full-time regular, part-time regular and
19 term-limited temporary employee's unused sick leave credit accumulation can be applied to a cash
20 payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement.

21 **Section 2. Compensation for Sick Leave Absence.** Compensation for the first four (4) days
22 of absence shall be paid upon approval of the Public Health Director or designee. In order to receive
23 compensation for such absence, employees shall make themselves available for such reasonable
24 investigation, medical or otherwise, as the Public Health Director or designee shall see fit to have
25 made. Compensation for such absences beyond four (4) continuous days shall be paid only after
26 approval of the DES, Human Resources Division Manager, or designee of a request from the
27 employee supported by a report of the appropriate health care practitioner. The employee shall obtain
28 health care treatment or take other reasonable precautions as necessary to hasten recovery

1 and provide for an early return to duty.

2 **Section 3. Conditions Not Covered.** Employees shall not be eligible for sick leave:

3 A. when suspended or on leave without pay and when laid off or on other unpaid
4 status;

5 B. when off work on a holiday; or

6 C. when an employee works during his/her free time for an employer other than the
7 Employer and his/her illness or disability arises there from.

8 **Section 4. Prerequisites for Payment.**

9 A. **Prompt Notification.** The employee shall promptly notify his/her immediate
10 supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter,
11 unless advised otherwise by the immediate supervisor. If an employee is on a special work schedule,
12 particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her
13 immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

14 B. **While on Paid Vacation or Compensatory Time Off.** If an employee is injured
15 or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that
16 time, he/she shall notify the Department on the first day of disability, either by telephone or telegraph,
17 or by letter postmarked the first day of disability. However, if it is physically impossible to give the
18 required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by
19 an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of
20 illness or disability, while on vacation or compensatory time off, must be presented regardless of the
21 number of days involved.

22 C. **Filing Application.** Unless there are extenuating circumstances, the employee
23 shall submit the required application for sick leave pay within sixteen (16) working hours after his/her
24 return to duty. However, if he/she is absent because of illness or injury for more than eighty (80)
25 working hours, he/she shall then file an application for an indefinite period of time. Each supervisor
26 shall obtain the necessary forms provided by the DES, Human Resources Division Manager, and
27 make them available to the employee.

28 D. **Claims to be in Hours.** Sick leave shall be claimed in hours to the

1 nearest half hour, a fraction of less than one-half hour being disregarded.

2 **E. Limitations of Claims.** All sick leave claims shall be limited to the actual amount
3 of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by
4 an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the
5 pay period immediately preceding his/her illness or disability. It is the responsibility of the
6 Department to verify sick leave accounts and credit appropriately.

7 **Section 5. Wellness Incentive.** Full-time regular, part-time regular and term-limited
8 temporary employees within the bargaining unit who during a calendar year use less than thirty-three
9 (33) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal
10 vacation day to be used in the next calendar year. This benefit shall be prorated for part-time
11 employees.

12 **Section 6. Leave For School Volunteer Service.** King County and the Department of
13 Public Health shall allow the use of up to three (3) days of sick leave a year to each employee covered
14 by this agreement for the performance of volunteer services at a school. Employees requesting to use
15 sick leave for this purpose shall submit such request in writing specifying the name of the school and
16 the nature of the volunteer services to be performed.

17 **Section 7: Industrial Injury.**

18 **A.** Effective January 1, 1996 all employees shall be covered by the County's
19 Industrial Insurance Program except that any claim filed under the City's Industrial Insurance
20 Program prior to the date of transfer Date, whether still open or reopened after that date, shall
21 continue to be administered by the City of Seattle under its program. Appeals of any denials under
22 this Article shall be made through the Department of Labor and Industries as prescribed in Title 51
23 RCW.

24 **B. Salary on Worker's Compensation/Assignment to Rehabilitative Training.** If
25 an employee is injured on the job and requires immediate medical treatment, the employee will be
26 compensated in full for the rest of the workday without being required to use sick leave or vacation
27 leave. The employee can use accrued sick leave if the injury requires the employee to miss any
28 scheduled workdays in the first three calendar days after the injury. If the employee's

1 disability period extends beyond fourteen (14) calendar days, then accrued leave taken will be
2 reimbursed as determined by the Safety and Claims Management Division. Sick leave pay will be
3 used to supplement industrial insurance benefits in an amount that is necessary to maintain the
4 employee's regular net pay. Any earned vacation leave may be used in a like manner after sick leave
5 is exhausted. An employee who is assigned to rehabilitative training will be compensated as
6 determined by the Safety and Workers' Compensation Administrator.

7 **Section 8. Bereavement/Funeral Leave.**

8 **A. Annual Entitlement.** All employees except for short-term temporary employees
9 and 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 Regular part-time employees shall be entitled to
11 bereavement leave in the same proportion as the number of hours worked is to the number of hours
12 scheduled for a full time position. For purposes of this section, "immediate family" shall mean
13 persons related by blood or marriage or legal adoption as follows: mother, mother-in-law, father,
14 father-in-law, legal spouse, son, daughter, grandparent, grandchild, brother or sister of the employee
15 or, in lieu of the legal spouse, a significant other person or domestic partner living in the employee's
16 household.

17 **B. Use Of Sick Leave For Bereavement Purposes.** Full time regular, part-time
18 regular and term-limited temporary employees who have exhausted their bereavement leave shall be
19 entitled to use sick leave in the amount of three days for each instance when death exists to a member
20 of the employee's immediate family. One day of sick leave per year may be used for the attendance
21 of a funeral of other than a member of the employee's immediate family. In cases of family death
22 where no sick leave benefit is authorized or exists, an employee may be granted leave without pay.

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

26 **Section 9. Leaves of Absence.**

27 **A.** An unconditional leave of absence without pay for a period not exceeding sixty
28 (60) consecutive days may be granted by the Public Health Director.

1 **B.** A request for a leave of absence longer than sixty (60) days bearing the favorable
2 recommendation of the Public Health Director may be granted by the DES.

3 **C.** No employee shall be given leave to take a position outside the Employer's service
4 for more than sixty (60) days in any calendar year, except where it appears in the best interests of the
5 Employer.

6 **D.** Leaves of absence of more than sixty (60) days may be conditional or
7 unconditional with any conditions set forth in writing at the time the leave is approved.

8 **E.** All requests for leaves of absence are to be requested in writing as far in advance
9 as possible, stating all pertinent details and the amount of time requested.

10 **F.** At the expiration of the authorized unconditional leave of absence, a member of the
11 bargaining unit shall resume his/her same class of work; however, standing and service credit shall be
12 frozen at the commencement of the leave of absence and shall not continue to accrue until the
13 employee returns from said leave.

14 **G.** An employee elected or appointed to office in the union which requires a part or all
15 of their time may upon application be given a leave of absence without pay for up to one (1) year.

1 **ARTICLE 14: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE**

2 **Section 1. Leave for Organ Donors.** The Department of Public Health shall allow
3 employees eligible for family leave, sick leave, vacation leave or leave of absence without pay who
4 are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited
5 to, bone 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 of Public Health reasonable advance notice of the need to take
9 time off from work for the donation of bone marrow, a kidney, or other organs or tissue, if there is a
10 reasonable expectation that the employee's failure to donate may result in illness, injury, pain or the
11 eventual 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 tissue
14 or to participate in any other medical procedure where the participation of the donor is unique or
15 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 Agreement.

18 **Section 3. Donation of Vacation and Sick Leave.** Employees may donate leave to other
19 County employees in accordance with King County Ordinance.

20 **A. Vacation leave hours.**

21 1. Any full-time regular employee or part-time regular employee, who is
22 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
23 accrued vacation leave to a full-time regular employee or part-time regular employee who is
24 employed at least half-time and receives vacation and sick leave. Such donation will occur upon
25 written request to and approval of the donating and receiving employees' department director(s),
26 except that requests for vacation donation made for the purposes of supplementing the sick leave
27 benefits of the receiving employee shall not be denied unless approval would result in a departmental
28 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 where it would
3 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

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

9 **B. Sick leave hours.**

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

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

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

24 C. All donations of vacation and sick leave made under this chapter are strictly voluntary.
25 Employees are prohibited from soliciting, offering or receiving monetary or any other compensation
26 or benefits in exchange for donating vacation or sick leave hours.

27 D. All vacation and sick leave hours donated shall be converted to a dollar value based on the
28 donor's straight time hourly rate at the time of donation. Such dollar value will then be

1 divided by the receiving employee's hourly rate to determine the actual number of hours received.
2 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
3 hourly rate at the time of reconversion.

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1 **ARTICLE 15: FAMILY AND MEDICAL LEAVE**

2 **Section 1.** Family and Medical Leave shall be granted in accordance with King County Code
3 3.12.3220 or the following, which ever is more generous. Up to eighteen (18) weeks of unpaid leave
4 will be granted in a twenty-four month period to care for:

5 **A.** An employee's birth or adoptive child;

6 1. Leave must be taken within twelve (12) months of the birth or placement
7 for adoption.

8 2. Leave must be taken in consecutive weeks, unless the employee's division
9 manager agrees to more than one leave period; in any case, the leave periods may not exceed eighteen
10 (18) weeks in the twelve (12)-month period.

11 **B.** An employee's child, spouse, spouse's child, domestic partner, domestic partner's
12 child, dependent parent, parent-in-law or domestic partner's parent who has a serious medical
13 condition.

14 1. Leave to care for an ill member of the employee's family may be taken only
15 when the serious health condition requires the employee's presence.

16 2. King County may require that a claim for family member with a serious
17 health problem be supported by a medical certification issued by the appropriate health care provider
18 which states:

19 a. The date on which the health problem commenced and its probable
20 duration, and

21 b. That an employee claiming such family leave obtain the opinion of a
22 second health care provider as to any of the information required in a medical certification;

23 3. Leave may be taken on an intermittent basis if the health care condition is
24 expected to last more than two (2) weeks;

25 4. King County may limit family leave to three (3) such health conditions
26 during any twenty-four (24)-month period for conditions expected to last two (2) weeks or less.

27 **Section 2.** Family leave may be taken on a reduced schedule if:

28 **A.** The total allowable eighteen (18)-week period does not exceed thirty-six

1 (36) consecutive work weeks, and

2 **B.** The leave is scheduled so as to not unduly disrupt the Department of Public
3 Health's operations.

4 **Section 3.** An employee may substitute accrued vacation leave or sick leave for the
5 corresponding portion of unpaid family leave.

6 **Section 4.** An employee planning to take family leave to care for a birth or adoptive child
7 must provide prior written notice to his/her division manager of the expected birth or adoption in a
8 time which is reasonable and practical.

9 **Section 5.** If foreseeable, an employee planning to take family leave to care for a family
10 member with a serious health problem must make a reasonable effort to schedule the leave so as not
11 to unduly disrupt the employing unit's operations, and provide prior written notice of the expected
12 leave in a time which is reasonable and practical.

13 **Section 6.** An employee who exercises any right to family leave is entitled, upon return from
14 leave or during any period of reduced leave schedule, subject to bona fide layoff provisions, to:

15 **A.** The same position he/she held when the leave commenced; or

16 **B.** A position with equivalent status, benefits, pay and other terms and conditions of
17 employment; and

18 **C.** The same seniority accrued before the date on which family leave commenced.

19 **Section 7.** King County will maintain its contribution for health benefits for the employee
20 during the period of family leave.

21 **Section 8.** Failure of the employee to return to work from family leave on the specified date
22 shall normally constitute a quit.

23 **Section 9. Limited duty assignment policy due to pregnancy.**

24 **A.** It is the policy of King County to recognize that pregnancy is a normal event in a
25 woman's life and that provisions shall be made to provide all female employees the opportunity to
26 continue to participate in the work force during and up to three months after a pregnancy.

27 **B.** A female employee, who upon the advice of her physician cannot safely perform
28 all of the normal duties of her job due to pregnancy and who indicated a desire to continue

1 working prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon
2 concurrence of the DES, Human Resources Division Manager, receive consideration for temporary
3 reassignment. The County shall, where reasonably possible, accommodate a female employee's
4 desire for medically approved continued employment during pregnancy and up to three months
5 thereafter via one or more of the three alternatives listed. The first alternative shall have preference
6 and assignments and/or reassignments shall be given within an employee's department where
7 possible. The King County Department of Executive Service, Human Resources Division
8 Management shall be responsible for coordination of the following limited duty alternatives.

9 1. Temporary assignment to limited duties within the employee's
10 classification;

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

13 Only if the King County Department of Executive Services Management concurs that an
14 employee cannot reasonably be accommodated by (1) or (2) listed above, temporary reassignment of
15 the employee can be made to another classification for which the employee is qualified but with
16 lesser pay, to be assigned at the pay step closest to that which the employee was receiving in her
17 normal job classification.

18 C. The budget office shall determine and facilitate any necessary interfund transfers
19 when an employee is temporarily reassigned to another department.

20 **D. Limitations.**

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

25 2. For the purpose of this section, temporary incapacity is defined as the period
26 during which because of pregnancy the employee cannot perform all of her regular duties but is
27 capable of performing a temporary limited duty assignment provided by the county as listed in (B) of
28 this section and in no instance shall such temporary incapacity last longer than three (3)

1 months after termination of the pregnancy.

2 3. Female employees shall continue to be eligible for paid leave and leave
3 without pay during the period of temporary disability due to pregnancy, pregnancy related conditions,
4 and parenting.

5 **E. Procedures.** The King County Personnel Guidelines shall be used to implement
6 limited duty assignments due to pregnancy including verification of the medical basis for the limited
7 duty request.

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1 **ARTICLE 16: UNION REPRESENTATIVES**

2 **Section 1. Visitation.** The Executive Director or Union Representative of the Union may,
3 after notifying the Public Health official in charge, visit the work location of employees covered by
4 this Agreement at any reasonable time for the purpose of investigating grievances. Such
5 representative shall limit his/her activities during such investigations to matters relating to this
6 Agreement. Department work hours shall not be used by employees or Union representatives for the
7 conduct of Union business or the promotion of Union affairs.

8 **Section 2. Shop Stewards.** The Executive Director and/or representatives shall have the
9 right to appoint a steward at any location where members are employed under the terms of this
10 Agreement. The Department shall be furnished with the names of stewards so appointed.
11 Immediately after appointment of its shop steward(s), the Union shall furnish the County and Public
12 Health Human Resources with a list of those employees who have been designated as shop stewards.
13 Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are
14 observed, and he/she shall be allowed reasonable time to perform these duties during regular working
15 hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the
16 grievance procedure enumerated in Article 6 of this Agreement. Under no circumstances shall shop
17 stewards countermand orders of or directions from the Department officials or change working
18 conditions.

19 **Section 3. Excessive Steward Activities.** Any charges by management which indicate that a
20 shop steward or Union representative is spending an unreasonable amount of time in handling
21 grievances or disputes or performing other duties for the Union shall be referred to the DES, Human
22 Resources Division Manager, or a designee for discussions with the Executive Director or designee.
23 The Employer shall have the right to require the Union to refrain from excessive activities or, if after
24 discussion with the Executive Director or designee, the shop steward or Union representative
25 continues to spend an unreasonable amount of time handling grievances and disputes, management
26 may require written authorization from the steward's supervisor for these activities.

27 **Section 4. Meeting Rooms.** Where allowable and after prior arrangements have been made,
28 the Department of Public Health may make available to the Union, meeting space, rooms,

1 etc., for the purpose of conducting Union business, where such activities would not interfere with the
2 normal work of the Department.

3 **Section 5. Release Time for Appeals.** Any individual member in one of the bargaining units
4 who is directly involved through his/her individual appeal, in a matter being reviewed by the King
5 County Personnel Board shall be allowed time during working hours without loss of pay to attend
6 such meeting if called to testify.

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1 **ARTICLE 17: SAFETY STANDARDS**

2 **Section 1. Safety Standards.** All work shall be done in a competent and safe manner and in
3 accordance with the state of Washington Safety Codes. Where higher standards are specified by the
4 Employer than called for as minimum by state codes, the Employer's standards shall prevail.

5 **Section 2. Safety Rule Compliance.** At the direction of the Employer, it is the duty of every
6 employee covered by this Agreement to comply with established safety rules, promote safety and to
7 assist in the prevention of accidents. All employees covered by this Agreement are expected to
8 participate and cooperate in the overall Department Safety Program.

9 **Section 3. Safe Working Conditions.** The Department of Public Health shall provide safe
10 working conditions in accordance with WISHA and OSHA.

11 **Section 4. Release Time for Safety Meetings.** Each steward will be allowed time off with
12 pay to attend Department safety meetings, pertinent to their work location as scheduled by the
13 Department.

1 **ARTICLE 18: HOURS OF WORK AND OVERTIME**

2 **Section 1. Work Week.**

3 A. Eight (8) hours shall constitute a normal work day and five (5) consecutive days a
4 normal work week.

5 B. Those employees on an established thirty-five (35) hour workweek retain a thirty-
6 five (35) hour workweek unless mutually agreed between the employee and supervisor. Overtime
7 exempt employees on an established thirty-five (35) hour workweek will retain a thirty-five (35) hour
8 workweek unless mutually agreed between employee and supervisor. When management deems it
9 necessary, work schedules may be established other than the normal Monday through Friday
10 schedule.

11 **Section 2. Alternative Work Schedules.** It is hereby agreed that the Department of Public
12 Health shall consider requests for alternate workweek schedules. An alternative work schedule is
13 defined as any schedule of hours of work other than the traditional five eight-hour days within a
14 seven-day workweek. Examples of alternative work schedules include but are not limited to:

- 15 • 4/10 hour work days
16 • A 9/8-off alternating work week schedule. (The record keeping time-sheet for this schedule
17 must be one which meets the FLSA standards dividing between two work weeks mid shift on the fifth
18 day of work which is either 8 hour or a day off.)

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

- 20 • Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
21 • Holidays shall be granted in accordance with Article 12 of this Agreement;
22 • Employee participation shall be on a voluntary basis.

23 **Section 3. Notice prior to an Involuntary Change in Schedule.** Thirty (30) days advance
24 notice shall be afforded employees when involuntary permanent changes to a regular schedule are
25 required by the Department. The Department agrees to avoid frequent schedule changes.

26 **Section 4. Temporary Schedule Changes.** Management may require an employee to
27 change their weekly schedule to include weekend work on a temporary basis with the following
28 limitations:

1 A. Affected employee will be provided with a ten (10) working day notice of schedule
2 change.

3 B. Management may only make a maximum of four (4) schedule changes per year.

4 C. Any schedule change that includes weekend work will require that affected
5 employee be awarded one (1) hour of compensatory time for each weekend worked.

6 **Section 5. Overtime.**

7 A. All work performed in excess of forty (40) hours in any work week shall be
8 considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the
9 hourly regular rate of pay.

10 B. Employees may make necessary adjustments, when approved by the Health
11 Department, in their normal work hours required to fulfill their job responsibilities within a forty
12 (40)-hour week without overtime compensation.

13 C. Time counted towards the overtime calculation shall include straight time worked,
14 vacation leave, compensatory time leave, and holiday leave.

15 **Section 6. Overtime Work Assignment.** When necessary, management can require an
16 employee to perform work outside of his/her regularly scheduled work shift unless health problems
17 prohibit the employee from performing such work. When possible, overtime work will be assigned to
18 employees on a rotation basis within a class series among qualified employees in the work unit on the
19 shift where such overtime work is to be performed. Work scheduled for weekends or holidays shall
20 be a minimum four (4) hours scheduled, unless agreed otherwise by the employee.

21 For Information Systems Professionals, overtime will be assigned on a voluntary basis,
22 whenever possible. Information Systems Professionals will be paid overtime for work at home and at
23 Public Health sites in support of production systems resolution or as approved by management on a
24 case-by-case basis in support of fulfilling critical project deadlines, emergency situations or when
25 completion of work will eliminate additional travel on the following day/week.

26 **Section 7. Overtime Payment.** Overtime which has been specifically directed by an
27 employee's immediate supervisor shall be paid at the rate of one and one-half (1 ½) times the
28 employee's regular straight-time hourly rate of pay or by mutual consent compensated for by

1 compensatory time off at the rate of one and one-half (1 ½) times the overtime hours worked. This
2 provision also applies to Environmental Health Senior Professional Employees and Information
3 Systems Professionals, who will obtain approval from an immediate supervisor who is not a member
4 of the bargaining unit prior to working overtime.

5 Those employees on a thirty-five (35) hour work week will receive straight-time pay between
6 thirty-five (35) and forty (40) hours worked and overtime at one and one-half (1-1/2) times regular
7 straight-time hourly rate for hours worked beyond forty (40) hours in a week.

8 **Section 8. Compensatory Time Off.** For overtime eligible employees covered by this
9 Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent
10 between the employee and his/her supervisor, compensated for by compensatory time off at the
11 applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act
12 (FLSA). Employees cannot be required to accept compensatory time in lieu of overtime pay. An
13 employee's accrued compensatory time balance must not exceed eighty (80) hours at any time.

14 **Section 9. Rest Period.** Employees covered by this Agreement shall be provided a fifteen
15 (15)-minute rest period approximately midway during each half of their workday.

16 **Section 10. Meal Period.** Employees covered by this Agreement shall be provided an
17 uncompensated meal period which shall not exceed one (1) hour.

18 **Section 11. Meal Reimbursement.**

19 A. When an employee is specifically directed by the Department to work two (2)
20 hours or longer prior to the beginning of or the end of his/her normal work shift of not less than eight
21 (8) hours and the employee actually purchases a reasonably priced meal away from the employee's
22 place of residence as a result of such additional hours of work, the employee shall be reimbursed for
23 the "reasonable cost" of the meal in accordance with County Ordinance. In order to receive
24 reimbursement, the employee must furnish the Department of Public Health with a receipt for the
25 meal no later than the beginning of his/her next regular shift; otherwise the employee shall be paid a
26 maximum of six dollars (\$6.00) in lieu of reimbursement for the meal.

27 B. The Department of Public Health shall not reimburse for the cost of alcoholic
28 beverages.

1 C. In lieu of any meal compensation as set forth within this section, the Department
2 may, at its discretion, provide a meal.

3 D. When an employee is called out in an emergency to work two (2) hours or longer
4 of unscheduled overtime immediately prior to his/her normal work shift, said employee shall be
5 eligible for meal reimbursement pursuant to this Section. Any time spent in excess of (30) thirty
6 minutes consuming a meal where the employee is completely relieved of duties shall be without
7 compensation.

8 **Section 12. Standby Duty.** Whenever an employee covered by this Agreement is placed on
9 standby duty by the Department of Public Health, the employee shall be available at the
10 predetermined location to respond to emergency calls and, when necessary, return immediately to
11 work. Employees who are placed on standby duty by the Department of Public Health shall be paid at
12 the rate of ten (10) percent of the employees' straight time hourly rate of pay for all hours assigned.
13 When an employee is required to return to work while on standby duty, the standby pay shall be
14 discontinued for the actual hours on work duty and compensation shall be provided in accordance
15 with this Article.

16 **Section 13. Emergency Call Back.** An overtime eligible employee covered by this
17 Agreement who is called back to work after completion of his/her regular shift or workweek shall be
18 granted a minimum of two (2) hours' pay at the rate of one and one half (1 ½) times the employees
19 regular hourly rate of pay or, upon mutual consent, the applicable compensatory equivalent.

20 **Section 14. FLSA Exempt Employees Provision.** Employees are eligible to receive
21 Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive
22 Administration and Professional Employees (Executive Policy PER 8-1-1). Employees covered
23 under the Professional and Technical Classification/Compensation agreement shall receive (3) days of
24 Executive Leave per year for 2002 and 2003. These positions will enjoy all relevant rights under the
25 contract except for overtime and shift premiums. Exempt employees include all Accountants and
26 certain other persons classified under Emergency Medical Services in accordance with the 2002
27 Professional Technical classification and compensation agreement.

1 **ARTICLE 19: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND SERVICE CREDIT**

2 **Section 1. Transfer.**

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

5 **B. Transfers within the Department of Public Health.** The Department of Public
6 Health Director may transfer a Public Health employee from one position to another position in the
7 same classification within the Department without the approval of the Human Resources Division
8 Manager of DES, or designee, but such transfer shall be reported to Human Resources Division
9 Manager of DES, or designee within five (5) days of its effective date. Employees allocated to the
10 Administrative Specialist II classification as of July 23, 1999, are deemed to have met the minimum
11 qualifications of the position and are not required to take skills testing. Employees allocated to the
12 Health and Environmental Investigator II classification as of July 23, 1999, are deemed to have met
13 the minimum qualifications of the position and are not required to take skills testing.

14 **C. Transfers from County departments into Public Health.** Employees in County
15 departments may transfer to a position in the same classification, or to a position in a similar
16 classification with the same maximum rate of pay, within the Department of Public Health upon the
17 written request of the Public Health Director and approval by the DES, Human Resources Division
18 Manager or designee

19 **D. Transfers from Public Health to County departments.** Any transfer from a
20 position in Public Health to a position in the same or similar class with the same maximum rate of
21 pay within a County department shall be subject to the applicable County rules, policies, procedures
22 (and any applicable County collective bargaining agreement), which sets forth the terms and
23 conditions for transfers within the County personnel system.

24 **E. Other transfers.** Within the Department of Public Health, other transfers may be
25 made upon the consent of the Public Health Director and with the approval of the DES, Human
26 Resources Division Manager, or designee, as follows:

27 1. Transfer to another class in the Department of Public Health in case of
28 injury in line of duty either with Public Health or with the armed forces in time of war,

1 resulting in permanent partial disability, where showing is made the transferee is capable of
2 satisfactorily performing the duties of the new position.

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

7 3. Transfer, in lieu of layoff, may be made to a single position in another class
8 when such transfer would constitute a promotion or advancement in the service provided a showing is
9 made that the transferee is capable of satisfactorily performing the duties of the position and that a
10 regular employee or probationer is not displaced and when transfer in lieu of layoff under Section
11 l(E)(2) of this Article is not practicable. Regular standing in the new class may be attained by the
12 employee only through examination and permanent regular appointment.

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

16 **Section 2. Voluntary Reduction.**

17 A. A regularly appointed employee may be reduced to a lower classification upon
18 his/her written request stating his/her reasons for such reduction, if the request is concurred with by
19 the Public Health Director and is approved by the DES, Division of Human Resources Manager, or
20 designee. Such reduction shall not displace any regular employee or probationer.

21 B. The employee so reduced shall be entitled to credit for previous regular service in
22 the lower classification and to other service credit in accordance with Section 7 of this Article. Upon
23 a showing, concurred with by the Public Health Director that the reason for such voluntary reduction
24 no longer exists, the DES, Human Resources Division, or designee, may restore the employee to
25 his/her former status.

26 **Section 3. Layoff.**

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

1 of FTE status. That is, seniority is defined as regular straight-time hours of work plus paid time off
2 such as vacation time, holiday time off, compensatory time, and sick leave. Seniority is based on
3 hours in paid status for all employees, full-time regular or part-time regular alike.

4 Reduction of hours of any position covered under this agreement will be considered a layoff
5 and subject to the provisions of this section. Employees with the least amount of seniority shall be
6 the first laid off; however, in the event of two (2) employees having the same seniority, ability and
7 skill shall be the determining factor on retention. An employee designated for layoff within a specific
8 classification may on the basis of total bargaining unit seniority, bump the least senior employee
9 (regardless of FTE status), in any job classification previously worked in the bargaining unit,
10 provided that a successful probationary period has been completed in that classification.

11 **B.** A previously laid off employee recalled to a previously held classification due to
12 layoff/bumping shall be credited with total cumulative service in that classification for the purpose of
13 determining classification seniority.

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

18 **D.** Prior to any layoff, all temporary employees in the classification affected shall be
19 removed from the payroll. In a given classification within the Department, the following shall be the
20 order of layoff:

- 21 1. Temporary employees;
- 22 2. Provisional employees;
- 23 3. Probationary employees;
- 24 4. Regular employees in order of seniority as set forth in Section 3 above.

25 **E.** The Department of Public Health agrees to notify the Union at least thirty (30) days
26 in advance, in writing, of any anticipated reduction-in-force. Such notice shall include the names,
27 classification, and seniority dates of employees scheduled to be laid-off.

1 F. Prior to any layoff of a bargaining unit employee, the County will attempt to
2 place said employee into any vacant position for which the employee is qualified, or commit to
3 retraining and redeploying affected employees to the extent possible.

4 G. **Classification/Compensation Project affect on seniority.** Classification
5 seniority for the old classification shall carry through and apply to the new classification. For the
6 purpose of bumping rights, old classifications previously held will be translated into the new system
7 on a case-by-case basis using a standard based on body of work performed. Former temporary
8 employees hired into career service positions through the Logan/Knox settlement shall receive
9 seniority credit for all hours worked in the bargaining unit position.

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1 **ARTICLE 20: BULLETIN BOARDS**

2 The Department of Public Health shall provide bulletin board space for the use of the Union
3 in areas accessible to the members of the bargaining units; provided, however, that said space shall
4 not be used for notices which are political in nature. All material posted shall be officially identified
5 as authorized for posting by Local 17, International Federation of Professional and Technical
6 Engineers. A copy of all material to be posted will be provided to the designated Department of
7 Public Health official prior to posting.

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1 **ARTICLE 21: GENERAL CONDITIONS**

2 **Section 1. Mileage Reimbursement.** All full-time regular employees covered by this
3 Agreement, who are required by the Employer to provide a personal automobile for use in
4 Department of Public Health business on a full-time basis shall be reimbursed at the rate of seventy-
5 five dollars (\$75.00) per month for all miles traveled from 01 to 273 miles and shall receive the per
6 mile rate established by the King County Council for each mile above 273. An employee covered by
7 this Agreement, who is required by the Employer to provide a personal automobile for use in
8 Employer business on a periodic basis, shall for any day in which his/her personal automobile is used
9 will be reimbursed at the per mile rate established by the King County Council.

10 **Section 2. Registered Sanitarian's Credential.** A full-time regular or part-time regular
11 employee covered by this Agreement, who obtains a Washington State Registered Sanitarian's
12 Credential on or after execution of this Agreement, or who is required by the Department of Public
13 Health to obtain a license, registration, or certificate which was not required at the time of
14 appointment (or as a condition of appointment) to the position, shall have the original cost of the
15 license paid by the Employer. A full-time regular or part-time regular employee covered by this
16 Agreement who currently holds such a Registered Sanitarian Credential or other eligible
17 license/certification, regardless of when obtained, shall have the annual renewal fee paid by the
18 Employer; provided, that the employee must be working in a classification relevant to the
19 license/registration/certificate obtained and/or held by said employee. An employee covered by this
20 Agreement, shall also receive regular straight-time salary while taking the examination applicable to
21 the above licenses/registrations/certificates during a normal workday.

22 A. The Department of Public Health shall pay for the annual cost of certification for
23 full-time regular or part-time regular employee dietitians.

24 B. Public Health shall pay for the annual cost of certification/registration for full-time
25 regular or part-time regular employee Social Workers including Counselor Registration, Social
26 Worker Certification, and Mental Health Counselor Certification.

27 **Section 3. Work at Location other than Normal Place of Work.** Whenever an employee
28 covered by this Agreement is temporarily assigned by the Department Director or designee to

1 work, i.e., perform his/her regular duties, at a location other than his/her normal place(s) of
2 employment, any additional time, less meal time, consumed in traveling to and from the new location,
3 shall be considered part of the workday. Any additional time consumed in this travel, less meal time,
4 which is outside of the employee's regular working hours, shall be compensated at the applicable
5 overtime rate.

6 The above provision does not apply to travel time from one's usual place of residence to the
7 place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically
8 authorized in writing by proper authorities or unless so required by provisions of the FLSA.

9 **Section 4. Written Policies & Procedures.** All written Public Health policies and
10 procedures addressing working conditions specified in this Agreement for employees covered by this
11 Agreement shall be furnished to the Union.

12 **Section 5. Protective Clothing.** The Department of Public Health will provide up to one
13 hundred dollars (\$100.00) to employees assigned to field positions that are required to routinely work
14 in inclement weather. This reimbursement would compensate for the initial purchase of raingear and
15 protective footwear for use on the job. Reimbursement will be provided using petty cash, claim for
16 expenses, or purchase order procedures. In addition, the Department agrees to provide up to thirty-
17 five dollars (\$35.00) per year on a reimbursement basis (accumulative) for replacement and
18 maintenance expenses of raingear and protective footwear for use on the job to those people in
19 positions described above.

20 **Section 6. Defense Against Claims.** The Employer agrees to defend and pay any proper
21 claim against its employees in connection with any claims for damage and/or litigation arising from
22 conduct, acts or omissions of such employees in the scope and course of their employment with the
23 Department.

24 **Section 7. Transit Passes.** The County will provide free Metro transit passes for regular full-
25 time and regular part-time employees, as provided for by ordinance.

26 **Section 8. Child Care Subsidy.** Employees covered by this Agreement may receive benefits
27 from the County's child care program if they meet the eligibility requirements.

28 **Section 9. Tools.** Information System Professionals will be provided the necessary

1 tools including software) as mutually agreed upon by the employee and management as required to
2 perform the job.

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1 **ARTICLE 22: DISCIPLINARY ACTIONS**

2 **Section 1. Discipline.** The Department of Public Health may discipline an employee for just
3 cause. Dismissal during an employee's probationary period or reversion during a probationary period
4 are not considered disciplinary actions.

5 **Section 2. Progressive Discipline.** The parties agree that in their respective roles primary
6 emphasis shall be placed on preventing situations requiring disciplinary actions through effective
7 employee-management relations. The primary objective of discipline shall be to correct and
8 rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary
9 actions which the Department of Public Health may take against an employee include:

10 A. verbal warning

11 B. written reprimand

12 C. suspension

13 D demotion

14 E. termination

15 Which disciplinary action is taken depends upon the seriousness of the affected employee's
16 conduct. For Environmental health, the Environmental health chief will approve any progressive
17 disciplinary actions prior to implementation.

18 **Section 3. Notice.** In cases of suspension or discharge, the specified charges and duration,
19 where applicable, of the action shall be furnished to the employee in writing not later than one (1)
20 working day after the action became or becomes effective. An employee may be suspended for just
21 cause pending demotion or discharge action.

22 **Section 4. Appeals of Disciplinary Action.** An employee covered by this Agreement must,
23 upon initiating objections relating to disciplinary action, use either the grievance procedure contained
24 herein or pertinent procedures regarding disciplinary appeals to the County Personnel Board. Under
25 no circumstances may an employee use both the contract grievance procedure and the County
26 Personnel Board relative to the same disciplinary action.

1 **ARTICLE 23: LABOR-MANAGEMENT TRAINING AND CONFERENCE COMMITTEE**

2 **Section 1. Labor-Management Training.** In the spirit of cooperative labor relations, the
3 parties shall meet as soon as is reasonably possible following the signing of the Agreement to develop
4 a training session to inform Department of Public Health shop stewards and supervisors about the
5 provisions of the Agreement and to determine who shall attend such a training session. It is the intent
6 of the parties that the training session be a simple presentation of one or both parties' view of the
7 contents of this Agreement with emphasis upon the contract changes that occurred during the current
8 round of collective bargaining. Such training shall not require more than one-half (1/2) day and every
9 effort shall be made to accomplish the training in two (2) hours or less. The training session shall be
10 accomplished during Department time at no loss in pay to participants; provided, that no overtime
11 shall be authorized or paid to those employees affected as a result of such participation or travel
12 related to attendance at these meetings. Either party's presentation in this training forum regarding
13 the interpretation or meaning of any contract provision shall not be used in any way by either party to
14 support its argument or position in any grievance, arbitration, or litigation regarding the interpretation
15 or application of this Agreement.

16 **Section 2. Labor-Management Meetings.** The Employer, Department and the Union agree
17 to hold Labor-Management meetings as necessary. These meetings will be called upon request of
18 either party to discuss any subject of a general nature affecting employees covered by this agreement.
19 The responsibility for notification will be with the party initiating this process. Representatives of
20 Public Health can attend such meetings and shall be able to independently set such meetings with the
21 Union with the concurrence of the Human Resources Division Manager of DES or designee. The
22 Union shall be permitted to designate members and/or stewards to assist its staff representatives in
23 such meetings. The purpose of Labor-Management meetings is to deal with matters of general
24 concern to the Union and the Department. It is understood that such meetings are consultative in
25 nature.

26 **Section 3. Training.**

27 A. The County recognizes the mutual benefit to be attained by affording training
28 opportunities to employees and shall provide information and access to training opportunities

1 for its employees, within budgeted appropriations. The training opportunities shall be guided by, but
2 not limited to, the overall objectives of encouraging and motivating employees to improve their
3 personal capabilities in performance of specific tasks, and to allow Information Systems Professionals
4 to gain the necessary skills to move forward in their chosen Information Systems Career Path. All
5 employees shall have equal access to training opportunities. The Department of Public Health will
6 provide employees with two (2) days of training per year.

7 **B.** Information Systems Professionals training will be distributed in a fair and
8 equitable manner among the ISP staff based on Department skill needs, individual Information
9 Systems Career Path choices, and individual skill currency within the marketplace, provided the
10 training is within the Department's budget limitation. The parties agree to work together to develop
11 and draft an Information Systems Career Path Chart outlining the education, skills attainment and
12 experience necessary for individuals to progress through the ISP Classification Series to include
13 Career Choice options for attaining management level positions within the County. When completed
14 this Information Systems Career Path Chart shall become an addendum to this agreement.

1 **ARTICLE 24: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE**

2 **Section 1. Health Insurance Programs.** All eligible employees will participate in the
3 County group medical, dental, long-term disability, and life insurance programs unless otherwise
4 provided for in this agreement.

5 **Section 2. Level of Benefits.** King County presently participates in group medical, dental,
6 long-term disability, and life insurance programs. The County agrees to maintain the level of benefits
7 as currently provided by these plans and pay premiums as currently practiced, during the life of this
8 Agreement, unless modified by the Joint Labor-Management Insurance Committee.

9 **Section 3. Labor-Management Insurance Committee.** The County agrees to continue the
10 Labor-Management Insurance Committee comprised of representatives from the County and its labor
11 unions. The function of the Committee shall be to review, study and make recommendations relative
12 to existing medical, dental and life insurance programs. The Union and County agree to incorporate
13 changes to employee insurance benefits which the County may implement as a result of this
14 agreement of the Joint Labor-Management Insurance Committee.

1 **ARTICLE 25: RETIREMENT**

2 All employees hired prior to January 1, 1996 shall continue to be covered by the applicable
3 retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle City Employees
4 Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be
5 made in accordance with the respectively applicable City ordinance(s), County ordinance(s), or state
6 law. All employees hired after January 1, 1996 shall be covered by the state Public Employee
7 Retirement System, pursuant to applicable County ordinance and state law.

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1 **ARTICLE 26: SUBORDINATION OF AGREEMENT**

2 **Section 1.** It is understood that the parties hereto and the employees of the Department of
3 Public Health are governed by the provisions of applicable federal law and state law. When any
4 provisions thereof are in conflict with or are different than the provisions of this Agreement, the
5 provisions of said 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 of
7 Public Health are governed by applicable County Ordinance and County Charter and said ordinances
8 and charters are paramount except where they conflict with the expressed provisions of this
9 Agreement. Employees who are covered by the City of Seattle retirement system are governed by
10 applicable City Ordinance and the City Charter with respect to retirement benefits.

1 **ARTICLE 27: SAVINGS CLAUSE**

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

7 **Section 2.** If the Interlocal Agreement between King County and the City of Seattle is
8 modified during the term of this Agreement and any modifications thereof conflict with an expressed
9 provision of this Agreement, the Employer and/or the Union may reopen, at any time, for negotiations
10 the provisions so affected.

1 **ARTICLE 28: ENTIRE AGREEMENT**

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 to
5 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, except
7 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right
8 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically
9 referred to or covered in this Agreement.

10 **Section 3.** If this agreement establishes a condition of employment, benefit or procedure
11 which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King County
12 Code, this agreement shall take precedence with respect to the employees covered by the agreement
13 so long as the condition of employment, benefit or procedure created by this agreement is lawful.

1 **ARTICLE 29: JOB SHARING**

2 Upon the request of either party, Public Health and the Union agree to form a labor
3 management committee for the purpose of developing a plan for implementing the following job
4 sharing program:.

5 **Section 1. Job Sharing.** Job Sharing is a type of alternative scheduling in which two
6 employees of the same job class share the work schedule and duties of a single full-time position. Job
7 Sharing proposals from employees may be considered by the Department of Public Health when it
8 can be shown that the proposal can be implemented without significant adverse effects on the
9 effectiveness of Department Services. Job Sharing is a voluntary arrangement and may be considered
10 only when no significant extra costs above those of a single full-time employee will be incurred by
11 the Department. Job sharers must be in the same job class.

12 A. Initial and continuing approval of the Job Share arrangement will be contingent on
13 both partners meeting all of the required qualifications for the job and performing at a fully effective
14 performance level.

15 B. Supervisory practices such as salary increases, performance evaluation and
16 discipline will take place separately with each job sharer.

17 C. The Department of Public Health reserves the right to rescind a Job Share
18 arrangement that has failed to meet the requirements of this Addendum of the employees may elect to
19 terminate the arrangement (including by one of the job sharers resigning) subject to thirty (30) days
20 notice. If the arrangement is terminated, and there is no agreement regarding who will resign or
21 assume full-time responsibilities, the matter will be decided on the basis of seniority. The parties to a
22 terminated Job Share arrangement have the option to resign or transfer to an available position. If
23 either partner resigns, transfers, or is terminated, the other partner must assume the full-time
24 responsibilities until an acceptable partner is obtained.

25 D. Earned vacation, sick leave, holiday hours and participation in the retirement
26 system will be prorated according to the number of hours worked (e.g. Job Share partners scheduled
27 to work twenty (20) hours weekly will accrue fifty (50) percent of the earned vacation, sick leave and
28 holiday hours of a full-time employee).

1 E. Insured benefits such as health, dental, life etc. will be provided to the job shared
2 position identical to those a full-time position. Job Share partners may prorate the benefits or may
3 agree to a division of benefits subject to the approval of the Department of Public Health. Proposed
4 changes to the allocation of the insured benefits may be submitted to the Department of Public Health
5 for approval during the annual open enrollment for an effective date of January 1 of each year.
6 Additional hours worked over scheduled amount shall be paid at straight time rate and shall not result
7 in a change in the division of health and insurance benefits. Overtime shall be payable for hours
8 worked by either partner in excess of forty hours per week or as otherwise provided by this
9 agreement.

10 F. Seniority for step increases and layoff will be based on the seniority of each of the
11 job sharers individually. Seniority for promotional consideration shall be determined as provided for
12 by this agreement.

13 **Section 2. Application Procedure.**

14 A. An employee currently in a full-time position who desires a Job Share arrangement
15 must submit a written proposal to the Department. The proposal shall include the following
16 information:

- 17 1. Names of the employees who are requesting a Job Share position;
- 18 2. Position in which the Job Share is desired;
- 19 3. Proposed work schedule for each employee;
- 20 4. Proposed method for allocation and coordination of job responsibilities
21 between the Job Share employees;
- 22 5. Proposed procedures and routines for ensuring the information flow is
23 maintained; and
- 24 6. Proposed division of County insurance benefits.

25 B. Upon receipt of the request, the Department of Public Health will evaluate the
26 proposal and respond to all below listed parties within thirty (30) days. The final written plan must
27 be signed by both Job Share partners, the Department Head, and the Human Resources Division
28 Manager of DES, or designee, and Local 17.

1 **ARTICLE 30: DURATION**

2 **Section 1.** This Agreement shall become effective upon full and final ratification and
3 approval by all formal requisite means by the Metropolitan King County Council and shall be
4 effective January 1, 2002 through December 31, 2004.

5 **Section 2.** Contract negotiations for the succeeding contract may be initiated by either party
6 providing to the other written notice of its intention to do so, at least thirty (30) days prior to August
7 1, 2004.

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9 **APPROVED** this _____ day of _____, 2002

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13 By

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15 King County Executive

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25 _____
26 Joseph L. McGee

_____ Date

27 Executive Director

28 International Federation of Professional and

Technical Engineers, Local 17, AFL-CIO

1 **Addendum A**

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5 **IFPTE, Local - Department of Public Health –Addendum A**

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Class Code	Classification Title	Pay Range
<i>Administrative Support Unit</i>		
8151	Accountant	52
8385	Administrative Office Assistant	29
8386	Administrative Specialist I	33
8387	Administrative Specialist II	37
8388	Administrative Specialist III	41
8389	Administrative Specialist IV	46
8378	Fiscal Specialist I	34
8379	Fiscal Specialist II	38
8380	Fiscal Specialist III	42
8381	Fiscal Specialist IV	47
8399	Public Health Administrative Support Supervisor	51
8405	Technical Information Processing Specialist I	32
8406	Technical Information Processing Specialist II	36
8407	Technical Information Processing Specialist III	40
8408	Technical Information Processing Specialist IV	45
<i>Health Professional, Technical Unit</i>		
8353	Application Worker	39
8202	Education Specialist	44

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Class Code	Classification Title	Pay Range
8203	Educator Consultant I	54
8204	Educator Consultant II	58
8205	Educator Consultant III	62
8363	Family Resource Coordinator	41
8354	Health Care Assistant	37
8355	Health Outreach Aide	35
8356	Health Program Assistant I	41
8357	Health Program Assistant II	45
8570	Laboratory Assistant I	28
8571	Laboratory Assistant II	33
8358	Medical Interpreter	40
8359	Medical Interpreter / Translator	43
8582	Medical Technologist	46
8576	Microbiologist	46
8362	Nutrition Consultant	56
8361	Nutritionist	52
8346	Pharmacist	66
8349	Pharmacy Assistant A	33
8348	Pharmacy Assistant B	28
8577	Senior Microbiologist	50
8347	Senior Pharmacist	69
8314	Social Services Specialist	41
8315	Social Worker	52
8365	X-Ray Technician	47

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Class Code	Classification Title	Pay Range
<i>Environmental Health Professional, Technical Unit</i>		
8469	Health & Environmental Inspector	46
8470	Health & Environmental Investigator I	51
8471	Health & Environmental Investigator II	58
8472	Health & Environmental Investigator III	60
8477	MPRAF – Compliance Officer	58
<i>Environmental Health Senior Professional Unit</i>		
8473	Health & Environmental Investigator IV	65
<i>Information Systems Professional Unit</i>		
8545	Information Systems Professional I	51
8546	Information Systems Professional II	54
8547	Information Systems Professional III	60
8548	Information Systems Professional IV	65
<i>Emergency Medical Services Unit</i>		
8207	Occupational Education and Training Coordinator	53
8206	Occupational Education and Training Instructor	44
8242	Project / Program Manager I	53
8243	Project / Program Manager II	58
8244	Project / Program Manager III	63
8245	Project / Program Manager IV	68