

October 10, 1997

Introduced By:

LARRY GOSSETT
GREG NICKELS
BRIAN DERDOWSKI

clerk 10/11/97

Proposed No.:

97-612

ORDINANCE NO. **12899**

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AN ORDINANCE approving and adopting the collective bargaining agreement and memorandum of understanding negotiated by and between King County and IFPTE, Local 17, representing employees in the Seattle-King County Department of Public Health; and establishing the effective date of said agreement.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The collective bargaining agreement negotiated between King County and the International Federation of Professional and Technical Engineers, Local 17, representing employees in the Seattle-King County Department of Public Health and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. The memorandum of understanding negotiated between King County and the International Federation of Professional and Technical Engineers, Local 17, representing employees in the Seattle-King County Department of Public Health and attached hereto is hereby approved and adopted and by this reference made a part hereof.

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SECTION 3. Terms and conditions of said collective bargaining agreement shall be effective from July 1, 1997 through and including June 30, 2000.

SECTION 4. Terms and conditions of said memorandum of understanding shall be effective from April 1, 1996 through and including June 30, 1997.

INTRODUCED AND READ for the first time this 13th day of October, 1997.

PASSED by a vote of 11 to 0 this 20th day of October, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hogue
Chair

ATTEST:

[Signature]
Clerk of the Council

APPROVED this 30 day of October, 1997.

[Signature]
King County Executive

Attachments: Collective Bargaining Agreement

12899

AGREEMENT

between

KING COUNTY

and

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS

LOCAL NO. 17, AFL-CIO

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1 ARTICLE 1: 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.

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.

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1 Department employees for each 174 straight-time hours worked thereafter within the bargaining unit.

2 **Section 6. Temporary Employee Premium Pay.** County benefit compensation effective
3 the start of the first pay period following the adoption of this contract by the King County Council,
4 and notwithstanding the provisions of Article 2, Section 2 (Temporary Employees), temporary
5 employees in a position for 20 or more hours in a week, for that period and thereafter until at least a
6 one week break in service occurs, receive compensation of 15% of base salary in lieu of leave
7 benefits for each hour worked, pursuant to County benefit provisions.

8 **Section 7. Use of Temporary Employees.** The Employer shall not use temporary
9 employees to supplant regular positions.

10 **Section 8. Recognition.** Where those duties covered by this Agreement are assigned to a
11 different or new classification in the Department, the Union will continue to be recognized as
12 exclusive bargaining representative for those duties. Any disagreement between the parties over the
13 application of this section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

14 **Section 9. Public Employment Programs.**

15 a. As part of its public responsibility, the Department may participate in or establish
16 public employment programs to provide employment and/or training for and/or service to the
17 Department by various segments of its citizenry. Such programs may result in individuals
18 performing work for the Department which is considered bargaining unit work pursuant to RCW
19 41.56. Such programs have included and may include youth training and/or employment programs,
20 adult training and/or employment programs, vocational rehabilitation programs, work study and
21 student intern programs, court-ordered community service programs, volunteer programs, and other
22 programs with similar purposes. Some examples of such programs already in effect include Summer
23 Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study,
24 and court-ordered Community Service. Individuals working for the Department pursuant to such
25 programs shall be exempt from all provisions of this Agreement.

26 b. The Department shall have the right to implement new public employment
27 programs or expand its current programs beyond what exists as of the signature date of this
28 Agreement. Where such implementation or expansion involves bargaining unit work and

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 **Section 1. Management Rights.** The right to hire, appoint, 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 Health Department retains its right to
5 manage and operate its divisions except as may be limited by an express provision of this Agreement.

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

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

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

21 **Section 4. Health Services Delivery.** Delivery of health services in the most efficient,
22 effective, and courteous manner is of paramount importance to the Department and, as such,
23 maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to
24 achieve this goal, the parties hereby recognize the Employer's and the Department's right to determine
25 the methods, processes, and means of providing health services, the right to increase or diminish
26 operations, in whole or in part, the right to increase, diminish or change equipment, including the
27 introduction of any and all new, improved, or automated methods or equipment, and the assignment
28 of employees to specific jobs within the bargaining unit.

1 **ARTICLE 4: 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's Personnel Office in the presence of the Personnel Officer or a
7 designee. In matters of dispute regarding this section, no other personnel files will be recognized by
8 the Employer or the Union except that supportive documents from other files may be used. Materials
9 to be placed into an employee's personnel file relating to job performance or personal conduct or any
10 other material that may have an adverse effect on the employee's employment shall be reasonable and
11 accurate and brought to his or her attention with copies provided to the employee upon request.

12 Employees who challenge material included in their personnel files are permitted to insert material
13 relating to the challenge.

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

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

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

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
13 Employer from any and all liability resulting from the dues check-off system, the Union security
14 obligation, and 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 the Health Department shall, within thirty (30) days
17 following the date of employment within the unit, be required as a condition of employment, to either
18 join the Union or contribute monthly an amount equivalent to the regular monthly Union dues to the
19 Union. Employees who are determined by the Public Employment Relations Commission to satisfy
20 the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to
21 regular Union dues and initiation fees to a non-religious charity or to another charitable organization
22 mutually agreed upon by the employee affected and the bargaining representative to which such
23 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.

1 shall so notify the Health Department Director in writing, with a copy to the County Director of
2 OHRM and the affected employee. If the Union has reaffirmed its request for discharge, the Health
3 Department Director shall notify the Union in writing, with a copy to the County Director of OHRM
4 and the affected employee, that the Department effectuated, or that the Health Department has not
5 discharged the employee, setting forth the reasons why it has not done so.

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

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

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1 the Union to comply with any time limitation of the procedure of this Article shall constitute
2 withdrawal of the grievance.

3 **Section 6. Grievance Steps.**

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

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

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

27 *Step 3: OHRM Panel.* If the decision of the Division Director has not resolved the grievance,
28 the grievance may be presented to the King County Director of OHRM. The grievance shall

1 Department representative and the Union alternately striking a name from the list until only one
2 remains.

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

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

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

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

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

26 Under no circumstance may an employee use both the contractual grievance procedure and a
27 personnel system appeal procedure relative to the same action. If there are dual filings with the
28 grievance procedure and a personnel system appeal procedure, the Department will send

1 ARTICLE 7: WORK STOPPAGES

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

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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 County Director of OHRM and a copy sent to Union.

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

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

9 a. The probationary period shall provide the Department with the opportunity to
10 observe the employee's work and to train and aid the employee in adjustment to the position.

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

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

19 e. Employees who fail probation and are returned to their previous classification
20 during probationary period shall not have the right to appeal the reversion.

21 f. If an employee elects not to accept an offer of employment in a position essentially
22 the same that the employee previously held, the employee's name shall be removed from the Health
23 Department Recall Register.

24 g. This section shall be applicable only to those Health Department positions which
25 are covered by this Agreement.

26 h. Upon appointment from a Recall Register a Health Department employee shall be
27 paid at the step of the range which he/she normally would have received had he/she not been
28 promoted..

1 ARTICLE 9: CLASSIFICATIONS AND RATES OF PAY

2 Section 1.

3 a. Effective January 1, 1997 (incorporating a 2.7% salary increase), the classifications
4 of employees covered by this Agreement and the corresponding rates of pay are set forth in
5 Addendum A which is attached hereto and made a part of this Agreement. The addendum reflects the
6 2.5% steps added as a result of the equity presentations.

7 b. Effective January 1, 1998, 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 1996 to September 1997.
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, 1999, 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 1997 to September 1998.
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 d. Effective January 1, 2000, the base wage rates set forth in Addendum A shall be
16 increased by 90% of the increase in the U.S. Cities CPI-W from September 1998 to September 1999.
17 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth
18 of a percent.

19 e. Effective January 1, 1998, a 2.5% Step will be added to all of the classifications in
20 the administrative support unit.

21 Section 2.

22 a. Upon ratification of this agreement the parties will work together to complete
23 the appeals process and compensation studies as outlined in Addendum B, attached. Upon
24 ratification of this agreement the parties will establish time frames and work together to complete the
25 classification appeals and compensation studies as outlined in Addendum B.

26 b. At the conclusion of the compensation phase of the Class/Comp Project
27 Addendum A will be modified to reflect new job titles and pay scales, as negotiated.

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1 b. A position audit request may be initiated by the employee, Department Director, or
2 County Director of OHRM. Any resultant reclassification shall be made effective on the first day of
3 the pay period following the date the completed position description questionnaire was received by
4 OHRM or thirty (30) calendar days following the day the employee signed the position description
5 questionnaire, whichever is less.

6 c. Classification Appeals. All parties to this Agreement agree that all disputes relating
7 to classifications will first be submitted to the County Director of OHRM for a determination. If the
8 Union disagrees with the County OHRM Director's findings, it may, within thirty (30) days, submit
9 the classification issue to a neutral third party for a decision. The neutral party chosen by the County
10 Director of OHRM and the Business Manager of Local 17 and the cost of the neutral shall be borne
11 equally by the Department and the Union. The decision of the classification neutral shall be binding
12 on all parties. All classification issues (other than jurisdictional) shall be presented to the
13 classification neutral, and will not be subject to the King County Personnel Board, or binding
14 arbitration. The panel shall meet within thirty (30) days of the submission of the appeal. If the
15 parties are unable to agree on a neutral each side shall submit a name and one name shall be drawn by
16 lot.

17 **Section 6. Position Classification.**

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

21 (1) the same descriptive title may be used to designate each position in the
22 class;

23 (2) the same level of education, experience, knowledge, ability, and other
24 qualifications may be required of incumbents;

25 (3) similar tests may be used to select incumbents;

26 (4) one schedule of compensation will apply with equity under substantially
27 the same employment conditions.

1 responsibilities, the incumbent shall have the same status in the retitled class as she/he held in the
2 former class.

3 b. When a position is reclassified to a class of a higher level, the County Director of
4 OHRM may grant the incumbent of the position the same status in the new class as he had in the
5 former class, if he/she finds:

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

9 2. that such accretion of duties has taken place during the incumbency of the
10 individual in said position.

11 The County Director of OHRM, before recognizing status of an incumbent under the above
12 circumstances, may require such evidence of the incumbent's qualifications and fitness, and may
13 conduct hearings, investigations, and/or qualifying examinations, as he/she deems warranted.

14 c. Whenever a position is reclassified from one class to a higher class and the
15 conditions in (b) above are not met, the incumbent shall not continue in the position, except
16 temporarily, unless he/she gains eligibility for the new class by examination and receives an
17 appointment thereto in accordance with this Agreement.

18 d. In the event a position which is a recognized assignment is changed to a separate
19 examined class, the incumbent who has regular standing in the class from which assignment was
20 made shall be recognized in the new class with the same standing the employee had in the base class
21 from which formerly assigned.

22 e. Whenever a position is reclassified from one class to a lower class, the regular
23 incumbent may, with the concurrence of the Health Department Director and the County Director of
24 OHRM, elect to take a voluntary reduction to the lower class; or at his option and with the
25 concurrence of the Health Department Director and the County Director of OHRM, he/she may
26 remain in the reclassified position for a temporary period as limited by the County Director of OHRM
27 only until he/she can be transferred to another position in the class in which he/she has regular
28 standing.

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

9 e. Any increase in salary based on service shall become effective upon the first day
10 immediately following completion of the applicable period of service.

11 f. Changes in Incumbent Status Transfers. An employee transferred to another
12 position in the same class or having an identical salary range shall continue to be compensated at the
13 same rate of pay until the combined service requirement is fulfilled for a step increase, and shall
14 thereafter receive step increases as provided in paragraph (b) of this section.

15 g. Promotions. An employee appointed to a position in a class having a higher
16 maximum salary shall be paid at the nearest step in the higher range which (1) provides the employee
17 who is not at the top step of his/her current salary range a dollar amount at least equal to the next step
18 increase of the employee's current salary range, or (2) provides the employee who is at the top step of
19 his/her current salary range an increase in pay of no less than 3.8%, provided that such increase shall
20 not exceed the maximum step established for the higher paying position; provided, further, that this
21 provision shall apply only to appointments of employees from regular full-time and regular part-time
22 positions and shall not apply to appointments from positions designated as "provisional" or to
23 temporary assignments providing pay over regular salary while so assigned.

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

27 1. If the rate of pay received in the higher class is above the maximum salary
28 for the lower class, the employee shall receive the maximum salary of the lower range.

1 **ARTICLE 10: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 1. Administrative Support.**

3 a. Whenever an employee is assigned by the Department Director or designee to
4 perform the duties of an employee at, or substantially the full duties of, a higher paid classification for
5 a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for such
6 classification while performing such duties.

7 b. Employees in a training capacity may be assigned work normally performed by an
8 employee in a higher classification except that they will not be assigned the duties of a higher
9 classification to circumvent the intent of Section 1 hereof.

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

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

17 **Section 2. Health Professional and Technical and Environmental Health Professional**
18 **and Technical Employees.** Whenever an employee is assigned by the Department Director or
19 designee, to perform the duties of employee at, or substantially the full duties of, a higher paid
20 classification for a period of eight (8) consecutive hours or longer beyond his/her regularly scheduled
21 shift, he/she shall be paid at the rate established for such classification while performing such duties.

22 **Section 3. Environmental Health Senior Professional Employees.** Whenever an employee
23 is assigned by the Department Director or designee to perform the duties of an employee at, or
24 substantially the full duties of, a higher paid classification for a period of sixteen (16) consecutive
25 hours or longer, he/she shall be paid at the rate established for such classification while performing
26 such duties.

27 **Section 4. Work in a Lower Classification.** Employees covered by this Agreement may be
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1 classification for a period not to exceed three months. A written statement outlining the duties and
2 reasons for the assignment must be submitted to and approved by the County Director of OHRM
3 before the assignment is made. In unusual circumstances, an extension of an assignment beyond the
4 three months may be authorized by the County Director of OHRM upon written request of the
5 appointing authority but in no case will the assignment exceed six (6) months total duration within
6 any twelve (12)-month period unless an exception is granted by the County Director of OHRM.
7 Assignment to special duty will not confer on an employee any privilege, right of appeal, or right of
8 position, transfer, demotion, promotion, or reinstatement.

9 b. Salary for Special Duty. An employee assigned in writing to special duty in a
10 higher classification is paid at the entry level of the position assigned or at a rate of pay which is five
11 (5) percent above the current rate of pay whichever is higher. This additional compensation becomes
12 effective upon the date of assignment. An employee assigned in writing to special duty in a lower
13 classification experiences no change in salary. At the expiration of an assignment to special duty, the
14 employee's pay reverts to the regular rate.

15 **Section 8. Rotation of Work out of Classification and Lead Work.**

16 When possible, work outside of classification and lead work, will be assigned to employees on a
17 rotation basis among qualified employees in the Department.

18 **Section 9. Salary for Work Out of Classification Assignments.**

19 An employee assigned in writing to work in a higher classification is paid at the entry level of the
20 position assigned or at a rate which is five (5) percent above the current rate of pay, whichever is
21 higher.

1 **Section 3. Maximum Accrual.** Employees may accrue up to a maximum of 480 hours of
2 vacation.

3 **Section 4. Use of Vacation.** Employees may, use accumulated vacation with pay after
4 completing one thousand forty (1040) hours or six (6) calendar months, whichever occurs first, on
5 regular pay status.

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

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

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

19 **Section 8. Vacation Cash-out.** An employee who leaves the Employer's service for any
20 reason after more than six (6) months' service shall be paid in a lump sum for any unused vacation
21 he/she has previously accrued, not to exceed the maximum provided in Section 3.

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

25 **Section 10. Use of Vacation for Medical Reasons.** Where an employee has exhausted
26 his/her sick leave balance, she/he has the option of using vacation for further leave for medical
27 reasons only with approval of the Department Director.
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1 **ARTICLE 12: HOLIDAYS**

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

4	5	New Year's Day	January 1
6	7	Martin Luther King Jr.'s Birthday	Third Monday in January
8	9	President's Day	Third Monday in February
10	11	Memorial Day	Last Monday in May
12	13	Independence Day	July 4
14	15	Labor Day	First Monday in September
16	17	Veteran's Day	November 11
18	19	Thanksgiving Day	Fourth Thursday in November
20	21	Day after Thanksgiving	Day immediately following
22	23	Christmas Day	December 25
24	25	Two (2) Personal Holidays	

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

23 **Section 2. Personal Holidays.** Effective 1998.

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

27 b. Personal holidays shall be administered through the vacation plan shall be used in
28 the same manner as any vacation day earned.

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

3 I. SICK LEAVE

4 Section 1. Sick Leave Accumulation. Employees covered by this Agreement shall
5 accumulate sick leave credit at the rate of .046 hours for each hour on regular pay status as shown on
6 the payroll, but not more than forty (40) hours per week. New employees shall not be entitled to sick
7 leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits
8 during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:

- 9 a. Illness or injury which prevents the employee from performing his/her regular
10 duties.
- 11 b. Disability of the employee due to pregnancy and/or childbirth.
- 12 c. Employee medical or dental appointments.
- 13 d. Sick leave credit may also be used for care of family members as required of the
14 Employer by the Family Care Act, RCW 49.12.270, or the provisions contained in Article 15.
- 15 e. School Volunteering (see Section 6)

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

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

22 Section 2. Compensation for Sick Leave Absence. Compensation for the first four (4) days
23 of absence shall be paid upon approval of the Health Department Director or designee. In order to
24 receive compensation for such absence, employees shall make themselves available for such
25 reasonable investigation, medical or otherwise, as the Health Department Director or designee shall
26 see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid
27 only after approval of the County Director of OHRM or designee of a request from the employee
28 supported by a report of the appropriate health care practitioner. The employee shall obtain

1 d. Claims to be in Hours: Sick leave shall be claimed in hours to the nearest half hour, a
2 fraction of less than one-half hour being disregarded.

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

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

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

17 **Section 7: Industrial Injury.** Effective January 1, 1996 all employees shall be covered by
18 the County's Industrial Insurance Program except that any claim filed under the City's Industrial
19 Insurance Program prior to the date of transfer Date, whether still open or reopened after that date,
20 shall continue to be administered by the City of Seattle under its program. Appeals of any denials
21 under this Article shall be made through the Department of Labor and Industries as prescribed in Title
22 51 RCW.

23 a. Salary on Worker's Compensation/Assignment to Rehabilitative Training - If an employee
24 is injured on the job and requires immediate medical treatment, the employee will be compensated in
25 full for the rest of the workday without being required to use sick leave or vacation leave. The
26 employee can use accrued sick leave if the injury requires the employee to miss any scheduled
27 workdays in the first three calendar days after the injury. If the employee's disability period extends
28 beyond 14 calendar days, then accrued leave taken will be reimbursed as determined by the

1 b. A request for a leave of absence longer than sixty (60) days bearing the favorable
2 recommendation of the Health Department Director may be granted by the County Director of
3 OHRM.

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

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

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

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

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

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1 receiving employee shall not be denied unless approval would result in a departmental hardship for
2 the receiving department.

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

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

11 **B. Sick leave hours.**

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

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

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

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

1 ARTICLE 15: FAMILY LEAVE AND LIMITED DUTY ASSIGNMENT POLICY DUE TO
2 PREGNANCY.

3 Section 1: Up to eighteen weeks of unpaid leave will be granted in a twenty-four month
4 period to care for:

5 a) an employee's birth or adoptive child;

6 i) leave must be taken within twelve months of the birth or placement for adoption.

7 ii) leave must be taken in consecutive weeks, unless the employee's division manager
8 agrees to more than one leave period; in any case, the leave periods may not exceed eighteen weeks
9 in the twelve month period.

10 b) an employee's child, spouse, spouse's child, domestic partner, domestic partner's child,
11 dependent parent, parent-in-law or domestic partner's parent who has a serious medical condition.

12 i) leave to care for an ill member of the employee's family may be taken only when
13 the serious health condition requires the employee's presence.

14 ii) King County may require that a claim for family member with a serious health
15 problem be supported by a medical certification issued by the appropriate health care provider which
16 states:

17 (1) the date on which the health problem commenced and its probable
18 duration, and

19 (2) that an employee claiming such family leave obtain the opinion of a
20 second health care provider as to any of the information required in a medical certification;

21 iii) leave may be taken on an intermittent basis if the health care condition is expected
22 to last more than two weeks;

23 iv) King County may limit family leave to three such health conditions during any
24 twenty-four-month period for conditions expected to last two weeks or less.

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

26 a) the total allowable eighteen-week period does not exceed thirty-six consecutive
27 work weeks, and

1 The County shall, where reasonably possible, accommodate a female employee's desire for medically
2 approved continued employment during pregnancy and up to three months thereafter via one or more
3 of the three alternatives listed. The first alternative shall have preference and assignments and/or
4 reassignments shall be given within an employee's department where possible. The King County
5 Office of Human Resources Management shall be responsible for coordination of the following
6 limited duty alternatives.

7 i) temporary assignment to limited duties within the employee's classification;

8 ii) temporary reassignment of the employee to a similar classification with
9 equal pay for which the employee is qualified;

10 iii) Only if the King County Office of Human Resources Management concurs
11 that an employee cannot reasonably be accommodated by i) or ii) listed above, temporary
12 reassignment of the employee can be made to another classification for which the employee is
13 qualified but with lesser pay, to be assigned at the pay step closest to that which the employee was
14 receiving in her normal job classification.

15 c) The budget office shall determine and facilitate any necessary interfund transfers
16 when an employee is temporarily reassigned to another department.

17 d) Limitations.

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

22 ii) For the purpose of this section, temporary incapacity is defined as the
23 period during which because of pregnancy the employee cannot perform all of her regular duties but
24 is capable of performing a temporary limited duty assignment provided by the county as listed in b)
25 of this section and in no instance shall such temporary incapacity last longer than three months after
26 termination of the pregnancy.

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

3 e) Procedures. The King County Office of Human Resources Management personnel
4 rules developed to implement King County Code 3.12.247 shall be used to implement limited duty
5 assignments due to pregnancy including verification of the medical basis for the limited duty request.
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1 of conducting Union business, where such activities would not interfere with the normal work of the
2 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 18: HOURS OF WORK AND OVERTIME**

2 **I. Administrative Support, Health and Environmental Health Professional and Technical**
3 **Employees**

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

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

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

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

- 18 • Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
- 19 • Vacation benefits shall be accrued and expended on an hourly basis;
- 20 • Sick leave benefits shall be accrued and expended on an hourly basis;
- 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. Rest Period.** Employees covered by this Agreement shall be provided a fifteen
24 (15)-minute rest period during each half of their workday.

25 **Section 4. Meal Time.** Employees covered by this Agreement shall be provided an
26 uncompensated meal time which shall not exceed one (1) hour.

1 consecutive days a week's work; provided, however, other straight-time hours of work may be
2 established by mutual written agreement between the Health Department and the Union.

3 **Section 2. Overtime Defined.** All work performed in excess of forty (40) hours in any work
4 week shall be considered as overtime.

5 **Section 3. Meal Period.** Employees covered by this Agreement shall be provided an
6 uncompensated meal time which shall not exceed one (1) hour.

7 **Section 4. Overtime Payment when Directed by Employer.** Overtime which has been
8 specifically directed by an employee's immediate supervisor shall be paid at the rate of one and one-
9 half (1 1/2) times the employee's regular straight-time hourly rate of pay or by mutual consent
10 compensated for by compensatory time off at the rate of one and one-half (1 1/2) times the overtime
11 hours worked.

12 **Section 5. Overtime Payment when Work is at Discretion of Employee.** Overtime which
13 is performed at the discretion of the employee, in order to expedite or facilitate her/his work
14 commitment and which has the prior approval of her/his immediate supervisor, who is not a member
15 of the bargaining unit, shall, at the discretion of the Health Department, be either paid for at the rate
16 of one and one-half (1 1/2) times the employee's hourly regular rate of pay or compensated for by
17 compensatory time off at a rate of one and one-half (1 1/2) times the overtime hours worked.

18 **Section 6. Emergency call back.** An employee who is called back to work after the
19 completion of her/his regular shift shall be compensated at the rate of one and one-half (1 1/2) times
20 the employee's regular hourly rate of pay.

21 **Section 7. Work Schedules other than Monday through Friday.** When management
22 deems it necessary, work schedules may be established other than the normal Monday through Friday
23 schedule.

24 **Section 8. Overtime Work Assignment.** When necessary, management can require an
25 employee to perform work outside of his/her regularly scheduled work shift unless health problems
26 prohibit the employee from performing such work. When possible, overtime work will be assigned
27 to employees on a rotation basis within a class series among qualified employees in the work unit on
28 the shift where such overtime work is to be performed.

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 Section
4 l(e)(3) of this Article.

5 b. Transfers within the Health Department. The Health Department Director may transfer a
6 Health Department employee from one position to another position in the same classification within
7 the Department without the approval of the County Director of OHRM, but such transfer shall be
8 reported to OHRM within five days of its effective date.

9 c. Transfers from County departments into the Health Department. Employees in County
10 departments may transfer to a position in the same classification, or to a position in a similar
11 classification with the same maximum rate of pay, within the Health Department upon the written
12 request of the Health Department Director and approval by the County Director of OHRM.

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

18 e. Other transfers within the Department may be made upon the consent of the Health
19 Department Director and with the approval of the County Director of OHRM, as follows:

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

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

1 in the bargaining unit, provided that a successful probationary period has been completed in that
2 classification.

3 b. Seniority shall be defined as the total service credit (hours worked) in the same
4 classification in the Health Department. Bargaining unit seniority shall be defined as the total service
5 credit in the bargaining unit provided that for Health Department positions accreted to the bargaining
6 unit, employees would be given credit for all service time within the Health Department.
7 Classification seniority shall be credited in accordance with procedures for position reclassification as
8 provided in Article 9 of this Agreement. Department seniority accrual may be interrupted for all time
9 when not in a pay status in accordance with County payroll policies. Employees who leave Health
10 Department employment as a result of layoff may retain credit for prior service when they return to
11 Health Department employment. Employees who have not completed their probationary period will
12 be included in the seniority list in the classification in which they held permanent status.

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

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

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

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

1 ARTICLE 20: BULLETIN BOARDS

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

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1 for Social Workers including Counselor Registration. Social Worker Certification, and Mental
2 Health Counselor Certification

3 **Section 3. Work at Location other than Normal Place of Work.** Whenever an employee
4 covered by this Agreement is temporarily assigned by the Department Director or designee to work,
5 i.e., perform his/her regular duties, at a location other than his/her normal place(s) of employment,
6 any additional time, less meal time, consumed in traveling to and from the new location, shall be
7 considered part of the workday. Any additional time consumed in this travel, less meal time, which is
8 outside of the employee's regular working hours, shall be compensated at the applicable overtime
9 rate.

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

13 **Section 4. Emergency Leave.** One (1) day leave per calendar year without loss of pay may
14 be taken with the approval of the employee's supervisor and/or Department Director when it is
15 necessary that the employee be off work in the event of a serious illness or accident of a member of
16 the immediate family or an unforeseen occurrence with respect to the employee's household which
17 necessitates immediate action on the part of the employee. The immediate family is limited to the
18 spouse, domestic partner, children, and parents of the employee. The "household" is defined as the
19 physical aspect of the employee's residence.

20 The "day" of emergency leave may be used for two separate incidents. The total hours
21 compensated under this provision, however, shall not exceed eight (8) in a calendar year. The
22 provisions of this section shall expire December 31, 1997.

23 **Section 5. Written Policies & Procedures.** All written Health Department policies and
24 procedures addressing working conditions specified in this Agreement for employees covered by this
25 Agreement shall be furnished to the Union.

26 **Section 6. Protective Clothing.** Protective and specialized clothing will continue to be
27 provided per existing (December 1983) Department practice through the duration of the Agreement to
28 employees covered by this Agreement.

1 ARTICLE 22: DISCIPLINARY ACTIONS

2 Section 1. Discipline. The Department may discipline an employee for just cause. Dismissal
3 during an employee's probationary period or reversion during a probation period are not considered
4 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 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 by the regional administrators.

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, the County Personnel Board.
25 Under no circumstances may an employee use both the contract grievance procedure and the County
26 Personnel Board relative to the same disciplinary action.

1 limited to, the overall objectives of encouraging and motivating employees to improve their personal
2 capabilities in performance of specific tasks. All employees shall have equal access to training
3 opportunities. The Health Department will provide employees with two (2) days of training per year.
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1 ARTICLE 25: RETIREMENT

2 Section 1. Retirement Programs. All employees hired prior to January 1, 1990⁶ shall
3 continue to be covered by the applicable retirement system in which they are enrolled as of December
4 31, 1995; i.e., Seattle City Employees Retirement System, PERS I, or PERS II. Contributions to the
5 applicable retirement system shall be made in accordance with the respectively applicable City
6 ordinance(s), County ordinance(s), or state law. All employees hired after January 1, 1996 shall be
7 covered by the state Personnel Retirement System, pursuant to applicable County ordinance and state
8 law.

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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
10 negotiations the provisions so affected.

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1 ARTICLE 29: JOB SHARING

2 Upon ratification of this agreement, the Health Department 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, effective January 1, 1999.

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.
7 Job Sharing proposals from employees may be considered by the Department when it can be shown
8 that the proposal can be implemented without significant adverse effects on the effectiveness of
9 Department Services. Job Sharing is a voluntary arrangement and may be considered only when no
10 significant extra costs above those of a single full-time employee will be incurred by the Department.
11 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 reserves the right to rescind a Job Share arrangement that has
18 failed to meet the requirements of this Addendum of the employees may elect to terminate the
19 arrangement (including by one of the job sharers resigning) subject to thirty (30) days notice. If the
20 arrangement is terminated, and there is no agreement regarding who will resign or assume full-time
21 responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job
22 Share arrangement have the option to resign or transfer to an available position. If either partner
23 resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until
24 an acceptable partner is obtained.

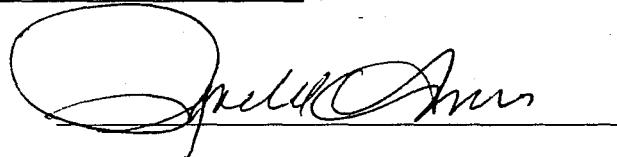
25 d. Earned vacation, sick leave, holiday hours and participation in the retirement
26 system will be prorated according to the number of hours worked (e.g. Job Share partners scheduled
27 to work twenty (20) hours weekly will accrue fifty (50) percent of the earned vacation, sick leave and
28 holiday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

1 ARTICLE 30: TERM OF AGREEMENT

2 Section 1. Upon execution by both parties, this Agreement shall become effective
3 July 1, 1997 and shall remain in effect through June 30, 2000: provided, however, any new or
4 modified provision of this Agreement negotiated during the current round of contract negotiations
5 shall be effective on and after the date of execution of this Agreement by both parties unless
6 specifically stipulated otherwise in that provision. No grievance or claim alleging a violation
7 regarding the terms of this Agreement shall be filed or pursued by the Employer or the Union or its
8 members involving any situations occurring before the execution of this Agreement by both parties
9 except (1) to enforce implementation of a provision that specifically provides for retroactivity; and/or
10 (2) to pursue a grievance that has already been timely filed prior to the execution of this Agreement;
11 and/or (3) to pursue a grievance regarding an incident which occurred close enough to the execution
12 date of this Agreement for the Union to still be within the threshold time limits for filing a grievance
13 involving that incident under the Grievance Procedure provisions of this Agreement. Written notice
14 of intent to terminate or modify this Agreement must be served by the requesting party at least ninety
15 (90) days, but not more than one hundred and twenty (120) days, prior to July 1, 2000.

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

21 Approved this 10 day of October, 1997

22 

24 King County Executive

25 Signatory Organization:

26 Henry, Parvasey

27 9/29/97

28 International Federation of Professional and Technical Engineers, Local 17

Date

**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17
SEATTLE-KING COUNTY
DEPARTMENT OF PUBLIC HEALTH
1997 WAGE
ADDENDUM A**

Union code: 0017C 0017D
2.7% increase for 1/1/97

*ENVIRONMENTAL HEALTH
PROFESSIONAL, TECHNICAL UNIT*

Class Code	Classification	Step A 00-06M	Step B 07- 18M	Step C 19-30M	Step D 31-42M	Step E 43-54M	Step F 55-66M	Step G 67M +	Step H 67M +
1629	ENVIRONMENTAL HEALTH SPECIALIST	\$17.64	\$18.33	\$19.04	\$19.80	\$20.61	\$21.13		
1626	ENVIRONMENTAL HEALTH INSPECTOR	\$15.43	\$16.01	\$16.67	\$17.26	\$17.94	\$18.39		
1630	ENVIRONMENTAL HEALTH SPECIALIST, SR.	\$19.04	\$19.80	\$20.61	\$21.44	\$22.27	\$23.19	\$23.77	
1639	MEAT INSPECTOR	\$16.48	\$17.12	\$17.88	\$18.61	\$19.31	\$20.10	\$20.92	\$21.44
1644	NEIGHBORHOOD HEALTH INSPECTOR	\$14.53	\$15.12	\$15.73	\$16.32	\$16.96			

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**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17
SEATTLE-KING COUNTY
DEPARTMENT OF PUBLIC HEALTH
1997 WAGE
ADDENDUM A**

HEALTH
PROFESSIONAL, TECHNICAL UNIT

Class Code	Classification	Step A 00-06M	Step B 07- 18M	Step C 19-30M	Step D 31-42M	Step E 43-54M	Step F 55-66M	Step G 67-78M	Step H 79-90M	Step I 91-102M	Step J 103M+
1617	CLIENT SERVICES SPECIALIST	\$13.27	\$13.81	\$14.35	\$14.92	\$15.54					
1716	COMMUNITY HEALTH INFO-SPECIALIST	\$13.93	\$14.49	\$15.08	\$15.69	\$16.31					
1715	HEALTH PROGRAM ASST	\$15.25	\$15.87	\$16.45	\$17.09	\$17.79					
1632	HEALTH SERVICES ASST, SR	\$12.47	\$12.95	\$13.48	\$14.02	\$14.58					
1726	MEDICAL TECHNOLOGIST	\$15.65	\$16.28	\$16.91	\$17.59	\$18.30					
1641	MICROBIOLOGIST	\$15.65	\$16.28	\$16.91	\$17.59	\$18.30					
1642	MICROBIOLOGIST, SR	\$17.18	\$17.86	\$18.54	\$19.26	\$20.03					
1647	NUTRITIONIST	\$17.82	\$18.51	\$19.22	\$20.00	\$20.81	\$21.64	\$22.18			
1717	NUTRITION CONSULTANT	\$18.71	\$19.44	\$20.18	\$21.00	\$21.84	\$22.73	\$23.30			
1651	PHARMACIST	\$21.61	\$22.67	\$23.22	\$23.79	\$24.37	\$24.97	\$25.58	\$26.21	\$26.85	\$27.51
1652	PHARMACIST -SENIOR	\$23.23	\$24.37	\$24.97	\$25.58	\$26.21	\$26.85	\$27.51	\$28.18	\$28.87	\$29.01
1705	PHARMACIST TECH A (effective 7-1-97)	\$13.65	\$14.20	\$14.69	\$15.28	\$15.66	\$16.05				
1706	PHARMACIST TECH B (effective 7-1-97)	\$12.52	\$12.99	\$13.52	\$14.01	\$14.36	\$14.72				
1659	PUBLIC HEALTH EDUCATOR	\$17.94	\$18.69	\$19.42	\$20.19	\$21.01	\$21.54				
1660	PUBLIC HEALTH INTERPRETER	\$13.27	\$13.81	\$14.35	\$14.93	\$15.52	\$15.91				
1661	PUBLIC HEALTH LABORATORY ASSISTANT	\$10.74	\$11.14	\$11.59	\$12.03	\$12.52					
1662	PUBLIC HEALTH LABORATORY ASSISTANT, SR.	\$12.52	\$12.99	\$13.52	\$14.01	\$14.53					
1664	PUBLIC HEALTH LABORATORY TECH	\$12.03	\$12.52	\$13.62	\$13.52	\$14.01					
1698	SOCIAL WORKER	\$17.82	\$18.50	\$19.22	\$20.00	\$20.81	\$21.64	\$22.18			
1680	X-RAY TECHNICIAN	\$12.26	\$12.79	\$13.25	\$13.82	\$14.27					
1731	X-RAY TECHNICIAN, SR	\$15.56	\$16.32	\$16.96	\$17.61	\$18.33					
1618	DATA ENTRY OPERATOR	11.36	\$11.81	\$12.26							
1711	DATA CONTROL TECHNICIAN, SR	13.81	\$14.16	\$14.74	\$15.30	\$15.89					
1714	DATA PROCESSING SYSTEMS ANALYST	19.63	\$20.47	\$21.27	\$22.08	\$22.93					

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IT IS HEREBY AGREED that compensation studies will be conducted in a manner consistent with Council adopted policies, specifically Ordinance 11480, Motion 9182, and Motion 97-321, to include but not be limited to the following elements:

- Use of a collaborative labor/management process;
- Identify benchmark classifications for which salary survey work will be completed;
- Agree on salary survey methodology, including flexibility in determining, through collective bargaining, the appropriate markets to be surveyed and consideration of comparable worth and internal equity where appropriate as determined by the parties;
- Identify organizations to be surveyed;
- Review and analyze collected survey data; and
- Negotiate wage adjustments based on the results of the survey.

Resolution of Classification Allocation Appeals

Classification Allocation Appeals were filed (Phase I) by bargaining unit employees in the following new classifications:

Administrative Specialist I
 Administrative Specialist II
 Administrative Office Assistant
 Fiscal Specialist II
 Health Care Assistant
 Health and Environmental Investigator I
 Health and Environmental Investigator II
 Health and Environmental Investigator III
 Health Program Assistant I
 Laboratory Assistant II
 Technical Information Processing Specialist I

Proposed Process and Time Line for Resolving Classification Allocation Appeals:

Phase One:

Conclude the Appeals Process (internal OHRM review) for the following classifications:

Health Care Assistant
 Health and Environmental Investigator I
 Health and Environmental Investigator II
 Health and Environmental Investigator III

Complete a salary study for selected benchmarks from the following classifications (classifications unique to Public Health):

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Phase Three:

Complete a salary survey for selected benchmarks from the following remaining classifications:

Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist II
Fiscal Specialist IV
Information Systems Professional III
Technical Information Processing Specialist I
Technical Information Processing Specialist II
Technical Information Processing Specialist III

Memorandum of Understanding

between

King County

and

International Federation of Professional & Technical Engineers, Local 17

Representing Health Department Employees

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The parties, King County represented by Stephen Robinson, and I.F.P.T.E., Local 17 represented by Kim Ramsey, hereby agree to commence no later than November 1, 1997 a Labor/Management Committee with the following agenda items:

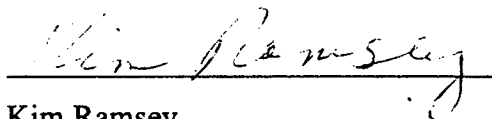
- Vehicle safety; and
- Article 21, Section 6 - Protective Clothing.

The purpose of the Committee will be to research current practice and policy, survey employees if needed regarding conditions in the field and negotiate mutually agreeable policies to provide employees the proper equipment to perform their jobs and assure the safety of employees.

It is the intent of the parties to conclude this process by January 1, 1998.

I agree to the above terms on behalf of:

I.F.P.T.E., Local 17



Kim Ramsey
Union Representative

King County



Stephen Robinson
Labor Negotiator

Dated 29th day of Sept, 1997

Dated 10 day of 10, 1997