

August 25, 1998  
03700198  
clerk 8/27/98

Introduced By:

LARRY PHILLIPS  
Greg Nickels

Proposed No.:

98-526

ORDINANCE NO. **13265**

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

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

SECTION 2. The memorandum of understanding negotiated between King County and the Office of Professional Employees International Union, Local 8, representing employees in the Seattle-King County department of public health (dental) and attached hereto is hereby approved and adopted by this reference made a part hereof.

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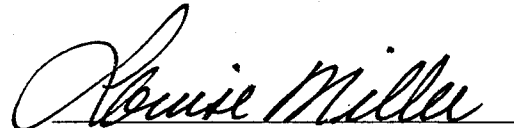
SECTION 3. Terms and conditions of the collective bargaining agreement shall be effective from August 1, 1998 through and including July 31, 2001.

SECTION 4. Terms and conditions of the memorandum of understanding shall be effective from January 1, 1998 through and including July 31, 1998.

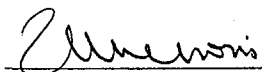
INTRODUCED AND READ for the first time this 31st day of August, 1998.

PASSED by a vote of 9 to 0 this 14<sup>th</sup> day of September,  
1998.

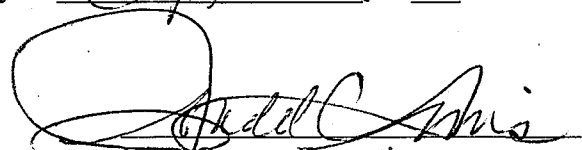
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

APPROVED this 21 day of September 1998

  
King County Executive

Attachments: Collective Bargaining Agreement and Memorandum of Understanding

13265

1 AGREEMENT

2 BY AND BETWEEN

3 OFFICE PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

4 AND

5 SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

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1 PREAMBLE

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

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1 PURPOSE

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

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1 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

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

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

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

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

1 initiation fee. The employee shall every thirty (30) days furnish proof that such payment has been  
2 made.

3 **Section 1.4.(a).** A temporary employee shall, after having worked 174 straight-time hours on  
4 a continuous basis, pay to the Union, in lieu of the Union security requirement under Section 1.3., a  
5 service fee in an amount equal to the Union's regular monthly dues uniformly required of regular  
6 Department employees for each 174 straight-time hours worked thereafter within the bargaining unit.

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

10 **Section 1.6.** In the event an employee fails to apply for or maintain his/her membership in the  
11 Union as required, the Union may give the Employer notice of this fact. Within twenty (20) days  
12 after receipt of such notice, if the employee has not obtained membership in the Union, the services  
13 of such employee shall be terminated by the Employer.

14 **Section 1.7. Union Insignia:** Employees who are members of the Union in good standing  
15 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their  
16 international or local organization. The wearing of such insignia by a Union member shall not be  
17 cause for discipline. This provision shall not excuse an employee from following any departmental  
18 dress code.

19 **Section 1.7.(a). Dues Deduction:** The County agrees to deduct from the pay check of each  
20 employee who has authorized it, the regular monthly dues uniformly required of members of the  
21 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees  
22 involved. Authorization by the employee shall be on a form approved by the parties hereto and may  
23 be revoked by the employee upon request. The performance of this function is recognized as a  
24 service to the Union by the County.

25 **Section 1.8. Bulletin Boards:** The Health Department shall provide bulletin board space for  
26 the posting of Union-related material in areas accessible to bargaining unit members; provided,  
27 however, that said space shall not be used for notices which are political in nature. All material  
28 posted shall be officially identified as authorized for posting by the Union and a copy of all material

1 to be posted will be provided to the Health Department Personnel Manager prior to or concurrent to  
2 posting. All material shall have an expiration date listed; once that expiration date has been reached  
3 said material may be removed by the Employer.

4 ***Section 1.8.(a). Hold Harmless:*** The Union shall indemnify, defend, and hold the County  
5 harmless against any and all claims made and against any and all suits instituted against the County  
6 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County  
7 under Sections 1.3. and 1.4.(a). and 1.7.(a). of this Article.

8 ***Section 1.8.(b). Union Notification:*** Within ten (10) days from assignment of any employee  
9 for regular employment, the Employer shall forward the Union a completed membership application  
10 form signed by that employee. The Employer shall notify the Union promptly of all employees  
11 leaving its employment.

12 ***Section 1.9. Visitation:*** An authorized Union representative may visit the work location of  
13 employees covered by this Agreement for the purpose of investigating grievances and observing  
14 working conditions. The visits shall not interfere with or disturb employees in the performance of  
15 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of  
16 such visits in advance. Except as may be provided in other provisions of this Agreement, department  
17 work hours shall not be used by employees for the conduct of Union business or the promotion of  
18 Union affairs (e.g., conduction of elections and other internal Union business).

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

23 ***Section 1.10. Shop Steward:*** The Employer agrees to recognize employees appointed and  
24 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,  
25 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings  
26 on work time. The Shop Steward's work shall not be unreasonably disrupted because of his  
27 participation in grievance matters.



1            *Section 1.11. Present Conditions*: No present employee, who, prior to the date of this  
2 Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the  
3 class of work in which the employee was engaged, will suffer a reduction in the rate of wages or  
4 benefits from the application of this agreement, unless such reduction is part of this agreement.  
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1 **ARTICLE 2: DEFINITIONS**

2 **Section 2.1. Probationary Employee:** Newly hired employees in a regular career service  
3 position shall serve a twelve (12) month probationary period. Probationary employees will be  
4 evaluated at least quarterly. The probationary period is the period of time prior to the final step in the  
5 competitive screening process for career service. Additionally, if hired at Step 1, after the equivalent  
6 of six (6) months, and each year thereafter, the newly hired employee advances one step in their ten  
7 (10) step pay range. If hired above Step 1, the newly hired employee advances one step in their ten  
8 (10) step pay range after completion of probation. Following completion of probation employees will  
9 be evaluated annually. Probationary employees are temporary employees and excluded from Career  
10 Service under Section 550 of the King County Charter.

11 **Section 2.2. Full-Time Regular Employees:** Full-time regular employees are those  
12 employees regularly scheduled to work forty (40) hours per week and fill a full-time budgeted  
13 position.

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

20 **Section 2.4. Part-time and Temporary Employees:** Part-time and temporary employees are  
21 individuals employed in a temporary position, either full or part-time, employed on a temporary basis  
22 and includes employees serving a probationary period. The Employer agrees that it will not use  
23 temporary and part-time employees to supplant regular positions. Part-time and temporary  
24 employees (temporary or extra-help employees) shall be exempt from all provisions of this  
25 Agreement except for Section 1.4.(a)., Section 2.4. and Article 11, Grievance Procedure; provided  
26 however, Employees shall be covered by the Grievance Procedure solely for the purposes of  
27 adjudicating grievances relating to Section 1.4.(a)., Section 2.4. and Article 11 of this Agreement.

1            **Section 2.4.(a). Temporary Employees Pay:** Temporary Employees are not entitled to  
2 holidays, sick leave, bereavement leave or other paid leaves, or health care benefits, and shall receive  
3 the County temporary employee premium in lieu of benefits.

4            Part-time and temporary employees, other than probationary, provisional and term-limited  
5 temporary employees, who exceed 1040 hours worked in a calendar year shall receive compensation  
6 in lieu of leave benefits at the rate of 15% of gross pay for all hours worked, paid retroactive to the  
7 first hour of employment and for each hour worked thereafter. The employee will also receive a one-  
8 time only payment in an amount equal to the direct cost of three months of insured benefits, as  
9 determined by the OHRM director, and, in lieu of insured benefits, an amount equal to the direct cost  
10 to the county for each employee for whom insured benefits are provided, prorated to reflect the  
11 affected employee's normal work week, for each hour worked thereafter. Such additional  
12 compensation shall continue until termination of employment or hire into a full-time regular, part-  
13 time regular, or term-limited position. Further, employees receiving pay in lieu of insured benefits  
14 may elect to receive the medical component of the insured benefit plan, with the cost to be deducted  
15 from their gross pay; provided, that an employee who so elects shall remain in the selected plan until  
16 termination of employment, hire into a full-time regular, part-time regular, or term-limited position,  
17 or service of an appropriate notice of change or cancellation during the employee benefits annual  
18 open-enrollment.

19            Part-time and temporary employees, other than probationary, provisional and term-limited  
20 temporary employees, who exceed the applicable threshold will also be eligible for cash in lieu of the  
21 bus pass benefit provided to regular employees. The value will be determined based on the average  
22 annual cost per employee as determined in the adopted budget, prorated to an hourly equivalent based  
23 on the employee's normal work week, and will be paid retroactive to the first hour worked and for  
24 each hour worked thereafter until termination of employment or hire into a full-time regular, part-  
25 time regular, or term-limited position.

26            **Temporary Employee Step Placement:** Temporary employees shall be paid at Step 1 of the  
27 pay range or higher, depending on individual qualifications and work experiences as approved by the  
28 department for the job classifications contained in Appendix A.

1            *Section 2.4.(b). Term-Limited Temporary:* “Term-limited temporary employee” means a  
2 temporary employee who is employed in a term-limited temporary position. Term-limited temporary  
3 employees are not members of the career service.

4            Term-limited temporary employees may not be employed in term-limited temporary positions  
5 longer than three years beyond the date of hire, except that for grant-funded projects, capital  
6 improvement projects, and information systems technology projects the maximum period may be  
7 extended up to five years upon approval of the OHRM director.

8            Term-limited employees shall receive benefits the same as a full-time regular and part-time  
9 regular employee.

1 ARTICLE 3: NON-DISCRIMINATION

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

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

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1 **ARTICLE 4: EMPLOYMENT PRACTICES**

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

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

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

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

24 (b). The Union and the Employer agree to bargain the impact of such changes which are  
25 mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the Employer  
26 agrees to bargain the effects of such change. This Section 4.3.(b). may only be grieved through Step  
27 3 of the grievance procedure outlined in this Agreement.

1 **ARTICLE 5: HOURS OF WORK**

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

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

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

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

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

- 24 1. A flextime work schedule, and  
25 2. A 4/40 work schedule.

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

- 27 a) A normal workday may consist of ten (10) hours to be scheduled on four (4)  
28 consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a

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

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

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

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

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

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

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

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



**ARTICLE 6: HOLIDAYS**

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

New Year's Day	January 1
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	Friday after Thanksgiving
Christmas Day	December 25

**Section 6.2. Holiday Pay**

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

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

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

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

**Section 6.2.(e). Proration of Paid Holidays for Part-time Regular Employees:** A part-time regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon

1 straight time hours compensated during the pay period prior to the pay period in which the holiday  
2 falls.

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

1 **ARTICLE 7: VACATION**

2 **Section 7.1. Accrual:**

3 **Section 7.1.(a).** Employees who were employed on or before December 31, 1995 and  
 4 subsequent to that date complete 8,320 hours of service shall begin to accrue fifteen (15) days of  
 5 vacation leave per year beginning with the 8,321 hour of service.

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8 **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	33408	.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

24 **Section 7.1.(b).** Part-time regular employees shall accrue vacation prorated to the number of  
 25 hours the employee actually works.

26 **Section 7.2. Use of Accrued Vacation:**

27 **Section 7.2.(a).** An employee may accumulate a vacation balance which shall never exceed at  
 28 any time two times the number of annual vacation hours for which the employee is currently eligible.

1 Exceptions can be made only when the Employer cancels an employee's previously scheduled and  
2 approved vacation.

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

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

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

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

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

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

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

1 **ARTICLE 8: SICK LEAVE**

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

6 **Section 8.2. Use of Accrued Sick Leave:**

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

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

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

22 **Section 8.3. Sick Leave Payment:**

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

27 **Section 8.3.(b).** Upon the death of an employee, thirty-five percent (35%) of such employee's  
28 accumulated sick leave credits shall be paid to a designated beneficiary.

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

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

1 **ARTICLE 9: RATES OF PAY**

2 **Section 9.1. Pay Range Modifications**

3 (a) Effective August 1, 1998, the pay range for Dental Assistant shall be increased from 28 to  
4 29. Employees will be placed at their current pay step in the new range.

5 (b) Effective January 1, 1999, the pay range for Dental Assistant shall be increased from 29  
6 to 30. Employees will be placed at their current pay step in effect on that date.

7 **Section 9.2. Pay Increases**

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

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

16 (c) Effective January 1, 2001 the salary in effect on December 31, 2000, for each employee in  
17 the bargaining unit shall be increased by ninety percent (90%) of the CPI-W (September to  
18 September) for All U.S. Cities. In no event shall such increase be less than a minimum of two  
19 percent (2%) or greater than a maximum of six percent (6%).

20 **Section 9.3. Step Increases:** Employees shall move through the steps in their pay range  
21 based on longevity. Full-time Employees hired at Step 1 of their pay range shall receive one (1) step  
22 increase after six (6) months and one (1) step increase each year thereafter. Full-time Employees  
23 hired above Step 1 of their pay range shall receive a one (1) step increase after one (1) year and one  
24 (1) step increase each year thereafter. Part-time Employees shall receive step increases based on  
25 actual hours worked (i.e. a half-time employee hired above Step 1 of their pay range would receive a  
26 step increase after two (2) years).

27 **Section 9.4. Special Duty/Lead Pay:** Employees properly assigned as leads or special duty  
28 (per Section 12.4A of the Personnel Guidelines) shall receive a five percent (5%) premium.

1            **Section 9.5. Out of Class Pay:** Employees performing work in a higher paying classification  
2 in excess of ten (10) working days, when properly assigned, shall receive the recruiting level salary  
3 for that classification or five percent (5%) above their present salary, whichever is greater.

4            **Section 9.6 Special Duty Pay for Jail Dental Assistants:** Dental Assistants assigned to Jail  
5 facilities will be eligible to receive an additional two and one-half percent (2 ½%) special duty pay.  
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1 **ARTICLE 10: LEAVES OF ABSENCE**

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

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

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

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

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

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

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

1           ***Section 10.7. Military Duty***

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

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

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

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

- 23           1.       Leaves of absence without pay for periods of thirty (30) calendar days or less may be  
24 authorized in writing by the employee's division manager.
- 25           2.       Leaves of absence without pay shall be for periods not to exceed one year except that  
26 the Director of OHRM may, in special circumstances, grant an extension beyond one year.
- 27           3.       Other employee benefits shall not accrue to the employee while on leave of absence  
28 without pay except as otherwise provided by ordinance.

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

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

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

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

13 ***Section 10.9. Industrial Accident Leave***

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

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

1 **ARTICLE 11: GRIEVANCE PROCEDURE**

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

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

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

11 ***Section 11.1. Definition:*** A grievance shall be defined as an alleged violation of any of the  
12 express terms of this Agreement. No modifications in the basic violation being alleged pursuant to  
13 this grievance procedure shall be made subsequent to the filing of a grievance unless mutually agreed  
14 to by both the County and the grievant and/or the grievant's representative.

15 **Step 1. Immediate Supervisor**

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

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

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

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

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

6 **Step 2. Division Director**

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

14 **Step 3. Labor Relations**

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

25 **Step 4. Grievance Mediation**

26 If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the  
27 Employer and the Union may submit the grievance to the Public Employment Relations Commission  
28 or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's

1 last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration.

2 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.

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

6 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;  
7 the arbitration hearings shall be held as if the grievance mediation effort had not taken place.

8 Nothing said or done by the parties or the mediator during the grievance mediation session can be  
9 used against them during the arbitration proceedings.

10 **Step 5. Arbitration**

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

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

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

18 **Step 6. Oral or Written Reprimands**

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

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

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

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

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

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1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS**

2       County Insurance Committee: Medical, Dental, and Life Insurance Benefits for those  
3 employees on King County Benefits shall be negotiated through the King County Insurance  
4 Committee which negotiates with collective bargaining representatives of King County as a group.  
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1 ARTICLE 13: HEALTH AND SAFETY

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

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1 **ARTICLE 14: REDUCTION IN FORCE**

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

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

17 1. The employee to be bumped has less Seniority in the lower classification than the  
18 employee who elects to bump; and

19 2. The employee to be bumped is at a lower pay range than the employee who elects to bump;  
20 and

21 3. The employee electing to bump has previously performed the duties of the person  
22 (including work unit and function) he/she is electing to bump.

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

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

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

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1 **ARTICLE 15: EDUCATION AND TRAINING**

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

1 **ARTICLE 16: MISCELLANEOUS**

2       **Section 16.1. Transfers:** Dental Hygienists and Dental Assistants shall be notified of all  
3 position vacancies and shall be considered for transfer prior to the position being posted for external  
4 recruitment

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

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

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

15       **Section 16.5. Transit Passes:** The County will develop and implement a program whereby  
16 the full cost of monthly transit passes for personal use by employees will be offset by not less than  
17 five dollars (\$5.00) per month for employees who participate in said program. It may be canceled or  
18 modified by the County at any time after consultation with the Union. Bargaining unit employees  
19 shall be granted any increase to the above rate established by the King County Council by Ordinance

20       **Section 16.6. Bi-weekly Payroll System:** The County may adopt a bi-weekly payroll system  
21 as approved by the King County Council.

1 **ARTICLE 17: MANAGEMENT RIGHTS**

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

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

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

**ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

1 **ARTICLE 19: SEPARABILITY**

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

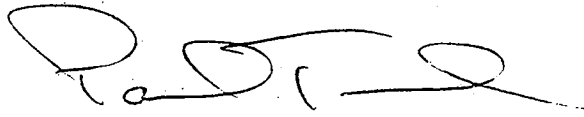


1 ARTICLE 20: DURATION

2 This Agreement and each of its provisions shall be effective August 1, 1998 through  
3 July 31, 2001.

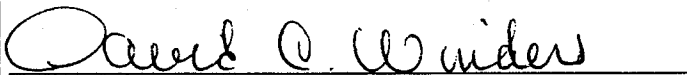
4 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

6 KING COUNTY

8 

9 \_\_\_\_\_  
10 King County Executive

11  
12 SIGNATORY ORGANIZATION:

13  
14 

15 David Winders  
16 Office and Professional Employees International Union  
17 Local 8

**Addendum A**

**WAGES**

	<b>New Classification Number</b>			
Dental Assistant	(3332100)	King County Pay Scale	Range 29	Effective August 1, 1998
Dental Assistant	(3332100)	King County Pay Scale	Range 30	Effective January 1, 1999
Dental Hygienist	(3331100)	King County Pay Scale	Range 58	Effective August 1, 1998

**MEMORANDUM OF AGREEMENT**  
by and between  
**KING COUNTY**  
and  
**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,**  
**LOCAL 8**  
**(Representing Dental Assistants and Dental Hygienists in**  
**Seattle-King County Department of Public Health)**

**13265**

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THIS MEMORANDUM OF AGREEMENT is by and between the KING COUNTY, hereinafter referred to as the County, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8, hereinafter referred to as the Union.

It is understood and agreed upon that all the terms and conditions of the Labor Agreement by and between the County and the Union having expired December 31, 1997 is extended for the period from January 1, 1998 through July 31, 1998. Additionally, the County and the Union has agreed to the changes hereinafter set forth:

1. **Cost of Living Adjustment.** Effective one regular pay period following County ratification of this Memorandum of Agreement, the hourly rates of pay in effect as of January 1, 1998 for each classification covered by this Memorandum of Agreement shall be increased by 2.0% retroactive to January 1, 1998.
2. **Lump Sum Payment.** Effective one regular pay period following County ratification of this Memorandum of Agreement, all current Dental Assistants will receive a one-time only three hundred dollar (\$300) lump sum payment. However, Nancy Fantozzi, Tanang Kapoor, Hoa Hguyen and Jane Olson will receive an additional one-time-only fifty dollars (\$50) in recognition of overtime worked and previously compensated at the overtime rate.
3. **Withholdings.** The payments referenced in paragraphs 1 and 2 of this Memorandum of Agreement will be subject to withholding and payroll deductions as required by law. The County shall, as appropriate or as required by law, withhold the customary amount for federal income tax purposes from the amount paid to bargaining unit members that represents unpaid wages. The County shall also make deductions and contributions for FICA and retirement purposes as required by law. Bargaining unit members shall be solely liable for any income tax liability, if any exists.
4. **Vacation Accrual Adjustment.** Effective one regular pay period following County ratification of this Memorandum of Agreement, the new vacation schedule

contained in Article 7, Section 1 of the Labor Agreement will be implemented, retroactive to January 1, 1998, for bargaining unit employees based on their current years of service. In addition, a one-time-only lump sum vacation leave accrual adjustment will be implemented effective one regular pay period following County ratification of the agreement for current bargaining unit employees who would have been eligible to receive higher vacation leave accrual under the new vacation schedule had it been in effect in 1997.

- 5. **Special Duty Pay for Jail Dental Assistants.** Effective one regular pay period following County ratification of this Memorandum of Agreement, Dental Assistants assigned to the Jail will be eligible to receive an additional two and one-half percent (2 ½%) special duty pay, retroactive to January 1, 1998.

The parties signing below have the authority to bind the parties to this Memorandum of Agreement.

I agree on behalf of OPEIU, Local 8:

David C. Winders      8-3-98  
 David Winders                      Date

I agree on behalf of King County:

Ron Sims                      8/25/98  
 Ron Sims                              Date