

**Coalition Labor Agreement (CLA) - Appendix for 60
Agreement Between King County
And
PROTEC 17
Departments: Public Health, Community & Human Services**

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**KING COUNTY
AND
PROTEC 17
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF PUBLIC HEALTH
AND THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

PREAMBLE

This Appendix 060, along with the Coalition Labor Agreement (CLA), constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County (hereinafter referred to as the County) and PROTEC 17 (hereinafter referred to as the Union). If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement, the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

ARTICLE 1: UNION RECOGNITION

Section 1.1. Recognition. The County hereby recognizes the Union as the exclusive bargaining representative of Administrative Support Unit, Health Professional and Technical Unit, Environmental Health Professional Technical Unit, Environmental Health Senior Professional Unit, Permit technician, Information Systems Professional Unit, Emergency Medical Services Unit, Department of Community and Human Services Unit and Public Health Administrative Support Supervisors Unit as defined by classifications listed in Addendum A to this Agreement, excluding certain temporary employees, contract employees, supervisors, managers and confidential employees pursuant to PERC certifications and County and Union recognition agreements.

Section 1.2. Union Membership. The County agrees that the Union has the right to encourage all employees in the bargaining unit to become and remain members in good standing of

1 the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining
2 unit regardless of membership status.

3 **Section 1.3. Bargaining Unit List.** Once each calendar year in September and upon request,
4 the County will provide the Union with a current listing of all employees within the bargaining units.
5 The list shall include the name of the employee, the employees’ classification, and seniority within
6 the bargaining unit, seniority within the employees’ current classification, classification date,
7 division, job location, and salary.

8 **Section 1.4. Bargaining Unit Status.** The County will require all new employees hired for a
9 position included in the bargaining unit to sign a form with a copy to the Union which will inform
10 them of their bargaining unit status. When requested by the Union at no less than monthly intervals,
11 Public Health shall make available to the Union the names of employees who have left the bargaining
12 unit.

13 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

14 The CLA shall apply to this bargaining as follows:

15 **Section 2.1.** The Preamble in its entirety.

16 **Section 2.2.** All superseding provisions of the Coalition Labor Agreement (see Articles 1
17 through 41 that apply to employees in this bargaining unit).

18 **Section 2.3.** All non-superseding provisions of the Coalition Labor Agreement (see Article 42
19 through 46) that apply to employees in this bargaining unit, unless otherwise noted in this Section.

20 **Section 2.4.** For ease of reference, the following provisions, which were previously listed in
21 this Appendix, are covered in the CLA:

22 Vacation Leave: Pursuant to CLA, Articles 9 and article 10 below.

- 23 • Jury Duty: Pursuant to CLA, Article 5.
- 24 • Leave for Volunteer Service: Pursuant to CLA, Article 4.
- 25 • Military Leave: Pursuant to CLA, Article 2.
- 26 • Sick Leave: Pursuant to CLA, Articles 11 and article 12 below.
- 27 • Holidays: Pursuant to CLA, Article 10 and/or Appendix Article 11 below.

- 1 • Medical, Dental and Life Insurance: Pursuant to CLA, Article 25.
- 2 • Reimbursement for Personal Transportation: Pursuant to CLA, Article 24.
- 3 • Special Duty: Pursuant to CLA, Article 15.
- 4 • Work Out of Class: Pursuant to CLA, Article 35.
- 5 • Reclassification and Resulting Pay: Pursuant to CLA, Article 14.
- 6 • Discipline: Pursuant to CLA, Article 27
- 7 • Dispute Resolution: Pursuant to CLA, Article 26
- 8 • Savings Clause: Pursuant to CLA, Article 30.
- 9 • Use of County Bulletin Boards and Electronic Devices: Pursuant to CLA, Article 23.
- 10 • Bereavement Leave: Pursuant to CLA, Article 8.
- 11 • Rates of Pay: Pursuant to CLA, Article 29 and article 8 below
- 12 • Transportation Benefits: Pursuant to CLA, Article 34
- 13 • Contracting Out: Pursuant to CLA, Article 16.
- 14 • Organ Donor Leave: Pursuant to CLA, Article 36.
- 15 • Union Membership: Pursuant to CLA, Article 37.
- 16 • Layoffs: Pursuant to CLA, Article 38 and Appendix Article 19.
- 17 • Equal Employment Opportunity: Pursuant to CLA, Article 39.
- 18 • Duration: Pursuant to CLA, Article 41.

19 **ARTICLE 3: MANAGEMENT RIGHTS**

20 **Section 3.1. Management Rights.** The right to hire, appoint, promote, discharge for just
21 cause, improve efficiency, and determine work schedules and the location of Department facilities are
22 examples of management prerogatives. It is understood that the County retains its right to manage
23 and operate its divisions except as may be limited by an express provision of this Agreement. When
24 management deems it necessary, work schedules may be established other than the normal Monday
25 through Friday schedule. Core work hours are determined by the County, vary from work site, and
26 may be changed by the County, as operational needs require. The County and the Union agree to
27 negotiate the impact of changes to core work hours.
28

1 **Section 3.2. Health Services Delivery.** Delivery of health services in the most efficient,
2 effective, and courteous manner is of paramount importance to the Department and, as such,
3 maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to
4 achieve this goal, the parties hereby recognize the County's and the Department's right to determine
5 the methods, processes, and means of providing health services, the right to increase or diminish
6 operations, in whole or in part, the right to increase, diminish or change equipment, including the
7 introduction of any and all new, improved, or automated methods or equipment, and the assignment
8 of employees to specific jobs within the bargaining unit.

9 **Section 3.3. Public Employment Programs.**

10 **A.** As part of its public responsibility, the Department may participate in or establish
11 public employment programs to provide employment and/or training for and/or service to the
12 Department by various segments of its communities. Such programs may result in individuals
13 performing work for the Department, which is considered bargaining unit work pursuant to RCW
14 41.56. Such programs have included and may include youth training and/or employment programs,
15 adult training and/or employment programs, vocational rehabilitation programs, work-study and
16 student intern programs, court-ordered community service programs, volunteer programs, and other
17 programs with similar purposes. Some examples of such programs already in effect include Summer
18 Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study,
19 and court-ordered Community Service. Individuals working for the Department pursuant to such
20 programs shall be exempt from all provisions of this Agreement.

21 **B.** The Department shall have the right to implement new public employment
22 programs or expand its current programs beyond what exists as of the signature date of this
23 Agreement. Where such implementation or expansion involves bargaining unit work and results in a
24 significant departure from existing practice, the Department shall give thirty (30) days advance
25 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the
26 Department shall engage in discussions with the Union on concerns raised by the Union.
27 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public
28 employment program which involves the performance of bargaining unit work with the Department,

1 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees
2 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by
3 this Agreement which recently had been occupied by a regular full-time employee that performed the
4 specific bargaining unit work, now being or about to be performed by an individual under one of the
5 Department's public employment programs.

6 **Section 3.4. HEI SUPERVISION.** The Union agrees not to dispute the County's use of other
7 non-bargaining unit supervisory classifications that have Health and Environmental Investigator (HEI)
8 direct reports in limited situations to meet Environmental Health Division operational needs. The parties
9 agree the intent of this provision is to improve Division operations, not to reduce HEI represented
10 positions.

11 **ARTICLE 4: EMPLOYEE RIGHTS**

12 **Section 4.1. Off-duty Activities.** The off-duty activities of employees shall not be cause for
13 disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's
14 work performance or the program or image of the Department and/or County.

15 **Section 4.2. Personnel Files.** The employees covered by this Agreement may examine their
16 personnel files in the Department's Human Resources Office in the presence of the Department of
17 Public Health Human Resources Manager or a designee. In matters of dispute regarding this section,
18 no other personnel files will be recognized by the County or the Union except that supportive
19 documents from other files may be used. Materials to be placed into an employee's personnel file
20 relating to job performance or personal conduct or any other material that may have an adverse effect
21 on the employee's employment shall be reasonable and accurate and brought to their attention with
22 copies provided to the employee upon request. Employees who challenge material included in their
23 personnel files are permitted to insert material relating to the challenge.

24 **Section 4.3. Representation.** The County agrees that when an employee covered by this
25 Agreement attends a meeting for purposes of discussing an incident which may lead to suspension,
26 demotion, or termination of that employee because of that particular incident, the employee shall be
27 advised of their right to be accompanied by a representative of the Union. If the employee desires
28

1 Union representation in said matter, they shall so notify the County at that time and shall be provided
2 reasonable time to arrange for Union representation.

3 **Section 4.4. Performance Standards.** Performance standards used to measure the
4 performance of employees shall be reasonable. The hiring authority and the employee should
5 communicate performance standards at the time of hire, with any change in job duties, and as
6 appropriate.

7 **Section 4.5. EAP.** The employee who appears to have a substance use disorder, behavioral,
8 or other problem which is affecting job performance or interfering with the ability to do the job, shall
9 be encouraged to seek information, counseling, or assistance through private sources that they may
10 be aware of or sources available through the King County Employee Assistance Program (EAP).
11 Employees are encouraged to make use of such sources on a self-referral basis and supervisors will
12 assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a
13 result of seeking and following through with corrective treatment, counseling, or advice.

14 It is the employee's responsibility to correct unsatisfactory job performance or behavioral
15 problems interfering with the ability to perform the job, and failure to do so will result in disciplinary
16 action commensurate with the lack of satisfactory performance or degree of infraction. The
17 Department Director may at their discretion hold such disciplinary action in abeyance if the
18 employee agrees to:

19 **A.** Meet with or advise the EAP Coordinator of the employee's preferred course of
20 treatment; and

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

23 **C.** Have such follow-through verified by the EAP Coordinator to the Department
24 Director or designee.

25 If the employee fails to follow through as recommended and does not correct their job
26 performance or behavioral problems that interfere with the ability to perform the job, the discipline
27 will be imposed as recommended.

28 **Section 4.6. Use of Temporary Employees.** The County shall not use temporary employees

1 to supplant regular positions.

2 **ARTICLE 5: WORK STOPPAGES**

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

15 **ARTICLE 6: HIRING, PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS**
16 **AND APPEALS**

17 **Section 6.1 Hiring Process.**

18 Vacant career service bargaining unit positions and term limited temporary bargaining unit
19 positions shall be filled in accordance with the two-part process outlined below, as follows:

20 **A. PART 1:** Prior to a vacant bargaining unit position being posted, the County will
21 determine whether the position can be filled by Part 1 (steps i – iii).

- 22 i. Career Service bargaining unit employees eligible for Layoff/Recall.
- 23 ii. Career Service bargaining unit employees eligible for Disability Job
- 24 Reassignment, or secondarily by King County Disability Reassignment.
- 25 iii. Non-bargaining unit employees eligible for Career Service Layoff/Recall.

26 **B. PART 2:** If the position is not filled by Part 1, the County shall proceed with
27 posting the position in accordance with CLA Article 18 and follow the process in Part 2 below.

1 **i. Job Posting.** In accordance with CLA Article 18 as amended, vacant career
2 service bargaining unit positions and term limited temporary bargaining unit positions shall be posted
3 on the King County website and in Human Resources for a minimum of fourteen (14) calendar days
4 for internal and external candidates to apply.

5 **ii. Hiring Pool.** The Department may post for more than one position in the same
6 classification continuously to create a pool of qualified candidates to fill multiple vacancies that arise
7 during an established period of time as determined by the Department not to exceed (6) months. The
8 hiring pool can be used to fill multiple positions without reposting for each position. The location(s)
9 of the vacancies will be identified in the posting if known.

10 **iii. Scoring.** The County shall determine whether the rating of job applicants
11 will be by numerical score, banding method, or alternative rating method prior to conducting
12 interviews. Regular and TLT employees that are in the bargaining unit who meet a positions'
13 minimum qualifications and pass any required test for the position will be given a first interview,
14 either virtually or in person, whichever is applicable in the process. For numerical scoring, career
15 service bargaining unit applicants and term-limited temporary bargaining unit job applicants shall
16 receive a 5% increase in their interview score over non-bargaining unit applicants. Should the
17 recruitment use a banding scoring method, the County shall consider bargaining unit status as a
18 favorable factor in scoring (e.g., tie breaker between two applicants that are substantially equal based
19 upon relevant criteria). Seniority may be used as a tie breaker in circumstances where two bargaining
20 unit applicants are substantially equal based upon relevant criteria. The score adjustments stated
21 above shall only apply if the applicant has no documented disciplinary actions in the prior 24 months
22 and no performance deficiencies (performance improvement plan or a below satisfactory rating in
23 any aspect of the performance evaluation) in the prior 12 months. Upon request, bargaining unit
24 applicants that are interviewed and not hired may receive a written explanation by the County of why
25 they were not hired into the position.

26 **Section 6.2. Probationary Period Definitions.** The following shall define terms used in this
27 Article:

28 **A. Initial Probationary Period:** Except as provided in Section 6.2 below, employees hired

1 into career service positions must first successfully complete a probationary period of (6) months.
2 The Department may extend an employee’s initial probationary period for up to an additional (6)
3 months for a total probationary period of (12) months.

4 During an employee’s probationary term, the employee is considered in “at-will” employment
5 status and may be separated without just cause. The employee shall not be entitled to reinstatement.

6 The probationary period shall provide the Department with the opportunity to observe a new
7 employee’s work, to train and aid the new employee in adjustment to the position, and to terminate
8 any employee whose work performance fails to meet the required standards. Prior to terminating a
9 probationary employee, management will provide written notice to the employee when not meeting
10 performance expectations.

11 Occasional absences due to illness, vacations, and military leaves shall not result in an
12 extension of the probationary period, but upon approval of the Department Director or designee, an
13 employee’s probationary period may be extended so as to include the equivalent of a full (6) months
14 of actual service where there are numerous absences.

15 **B. Employee Rehire:** Employees who are rehired after separating for any reason
16 (voluntary or involuntary) from employment with the Department of Public Health shall be required
17 to serve the six-month probationary period upon rehire; provided, however, an employee who has
18 been separated by reason of layoff or medical separation, shall not have to serve a probationary
19 period upon rehire if the employee is rehired within (1) year of separation and the rehire is to a
20 position that is in the same classification and the same Division from which the employee was
21 separated.

22 **C. Promoted Employee Probation:** A regular employee who is promoted shall serve
23 a (6) month probationary period from the date of promotion, which may be extended for up to an
24 additional (6) months for a total probationary period of (12) months by written mutual agreement
25 between the Department and the employee prior to expiration of the initial (6) month probationary
26 period. Absent written mutual agreement about the extension, the employee will be deemed to have
27 failed to satisfactorily complete the probation period and Part D shall apply. The probationary period
28 shall provide the Department with the opportunity to observe the employee’s work and to train and

1 aid the employee in adjustment to the position.

2 **D. Promoted Employee Reversion Option:** A promoted employee who fails
3 probation shall be returned to a position in their former classification if available and vacant but shall
4 not have the right to appeal the reversion position that is offered. The employee shall be paid at the
5 step of the range which they normally would have received had they not been promoted. If an
6 employee elects not to accept an offer of employment in the same classification, the employee will be
7 placed on the recall list.

8 **E. Transfers During Probationary Period.** If a probationary employee is transferred
9 in the same classification to a different Department, the Department may, with approval of the
10 Human Resources Department Division Director of DES, or designee, require that a complete six (6)-
11 month probationary period be served.

12 **i.** If a probationary employee in the County or Public Health is transferred to a
13 different classification in the Department, the employee shall serve a complete six (6)-month
14 probationary period in the new classification. If a regular employee in the County or Public
15 Health is transferred to a different classification in Public Health, the employee shall serve a
16 complete six (6) -month probation period in the new classification.

17 **ii.** Within the Department, if a regular employee is regularly appointed to a
18 higher classification while serving in a probationary period, the probationary period for the
19 lower classification and the new probationary period for the higher classification shall
20 overlap, provided that the higher and lower classifications are in the same or a closely related
21 field. The employee shall complete the terms of the original probationary period and be given
22 regular status in the lower classification.

23 **iii.** Within the Department, if a probationary employee is regularly appointed
24 to a higher classification while serving in a probationary period, the initial probationary
25 period and the new probationary period for the higher classification shall overlap, provided
26 the higher and the lower classifications are in the same or a closely related field. The
27 employee shall complete the term of the original probationary period and be given regular
28 standing in the lower class. In such cases where the probationary period is longer than the

1 probationary period for the higher classification, the probationary period shall continue to run
2 for the full duration of its original term and be applicable to both the lower and the higher
3 classification.

4 **Section 6.3. Health and Environmental Investigator (HEI) I to HEI II.**

5 **A. Probation.** An employee hired into a career service HEI I position will serve an
6 initial (6) month probationary term that may be extended up to a maximum probationary period of
7 (18) months. Successful completion of probation will include, but is not limited to, the possession of
8 a Certificate of Registration as a Registered Sanitarian (RS) or as a Registered Environmental Health
9 Specialist (REHS), or a REHS/RS In Training certificate issued by the Washington State Board of
10 Registered Sanitarians or National Environmental Health Association.

11 If the employee completes at least (6) months of employment, and successfully satisfies the
12 other probationary job requirements, the County may consider their probationary period completed.

13 **B. Promotion and Step Placement.** Career service employees hired into the HEI I
14 classification will be promoted to HEI II upon successful completion of their probationary period or
15 if the employee obtains an RS (or equivalent), whichever comes first. Employees that promote to HEI
16 II will continue in the initial (6) month probationary term (up to a maximum of (18) months if
17 extended) from date of hire at the discretion of management.

18 In lieu of a probationary step increase, employees will be placed at the first step of the HEI II
19 pay range or the step on the HEI II pay range that is at least 5% above the former rate of pay,
20 whichever is greater. Pay may not exceed step 10, and no additional probationary steps or
21 discretionary steps will be awarded. Subsequent step increases within the salary range shall be
22 granted after (12) months of “actual service” from the date of the promotion to HEI II.

23 **Section 6.4. Performance Evaluation.**

24 **A. Evaluations.** Career service employees shall be evaluated at least once during
25 their probation period, and at least once a year thereafter. Such evaluations may be used to determine
26 acceptable performance levels, prepare work schedules, and to measure the performance of each
27 career service employee or group of employees.

28 **B. Appeal of Performance Evaluation.** Within (10) working days after the receipt

1 of the final performance evaluation, the employee may appeal the evaluation in writing, to the
2 Division Director/Manager. A performance evaluation is considered final when the supervisor has
3 signed the appraisal document. The written request should include the date of the evaluation, name
4 of the supervisor who performed the evaluation, the date the evaluation was received, the specific
5 ratings or comments which the employee believes are incorrect, the proposed ratings or comments the
6 employee believes should be made on the evaluation, and facts substantiating the changes requested.
7 The employee should retain a copy of this appeal and send the original to the Division
8 Director/Manager. Upon receipt of the appeal, the Division Director/Manager will have (15) working
9 days to meet with the employee and sustain or change the performance evaluation and notify, in
10 writing, the employee of the decision. In the case of a change to the evaluation, a copy of the revised
11 evaluation is to be included with the decision. In the event the issue is not resolved by the Division
12 Director/Manager (including a failure to meet the timeline), the employee may, within (10) working
13 days, file for appeal with the Department Director (or designee). The Department Director (or
14 designee) will meet with the employee within (15) working days. The Department Director (or
15 designee) will notify, within (5) working days of the meeting, the employee of the outcome and issue
16 a written decision. The Department Director's (or designee's) decision to sustain or change the
17 performance evaluation will be final. In no event shall a failure to timely respond be construed as
18 resulting in implementation of the change sought by the employee.

19 **C. Management's Rights.** Notwithstanding the provisions in paragraphs A and B of
20 this section, the Union recognizes the County's and the Department's right to establish and/or revise
21 the Department's performance evaluation system. In establishing new and/or revising the
22 performance evaluation system, the Department shall, prior to implementation, discuss said changes
23 in a Labor/Management meeting.

24 **Section 6.5. Credit Towards Probation for Previous Service in Classification.** When an
25 employee is reclassified to a higher classification, or if an employee has performed the duties of a
26 higher classification in a special duty or temporary capacity, the County will allow continuous time
27 spent performing work of the higher classification to apply to the probationary requirement (e.g.,
28 three months of prior service may apply to the probationary period so that only three months remain

1 to be served to fully satisfy the probationary period). See also relevant provisions in the CLA.

2 **ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY**

3
4 **Section 7.1. Wages and Total Compensation.** The wage rates for the positions covered by
5 this Agreement shall be as set forth in Addendum A.

6 **Section 7.2. Economic and Fiscal Conditions Reopener.**

7 The parties agree when significant shifts in economic and fiscal conditions occur during the term of
8 this agreement, the parties agree to reopen negotiations specific to this Appendix only for general
9 wage increases when triggered by either an increase in the King County unemployment rate of more
10 than 2 percentage points compared with the previous year or a decline of more than 7% in County
11 retail sales as determined by comparing current year to previous year. Data will be derived from
12 Washington State Department of Revenue. By no later than July 30th of each year of this agreement,
13 the county will assess whether the economic measurements listed above trigger contract reopeners on
14 general wage increase for the subsequent year.

15 **Section 7.3. Position Classification.**

16 **A.** The County and the Union agree that when the duties and responsibilities of a
17 position within the bargaining unit change dramatically during the term of this Agreement, the effect
18 of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for
19 negotiations upon the request of either party. Such negotiations shall commence at the earliest
20 possible date thereafter.

21 **B.** Every position in the bargaining unit shall be classified at the direction of the
22 County and allocated to its appropriate class in accordance with the character, difficulty, and
23 responsibility of its designated duties. Positions shall be allocated to a given class when:

- 24 **i.** The same descriptive title may be used to designate each position in the
25 class;
- 26 **ii.** The same level of education, experience, knowledge, ability, and other
27 qualifications may be required of incumbents;
- 28 **iii.** Similar tests may be used to select incumbents;

1 iv. One schedule of compensation will apply with equity under substantially
2 the same employment conditions.

3 C. All classes involving the same character of work but differing as to level of
4 difficulty and responsibility shall be assembled into a class series.

5 D. Compensation or salary shall not be the sole factor in determining the
6 classification of any position or the standing of any incumbent.

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

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

21 **Section 7.4. Step Placement and Progression.**

22 A. A full-time regular, part-time regular and term-limited temporary employee shall
23 be granted the first automatic step increase in salary rate upon completion of six (6) months of “actual
24 service” when hired at the first step of the salary range. Succeeding automatic step increases shall be
25 granted after twelve (12) months of “actual service” from the date of eligibility defined in terms of
26 one (1) month’s service for each month of full-time employment, including paid absences.

27 This provision shall not apply to “provisional” work outside of classification, or temporary
28 employees; provided, however, for a “short-term” temporary employee who has worked in excess of

1 520 straight time hours within the previous twelve (12) month period, and who is appointed to a
2 regular position without a break in service, work performed within the previous twelve (12) month
3 period shall be counted for purpose of salary step placement. An employee who has been reclassified
4 will be given credit for pay step purposes for the continuous time worked immediately preceding the
5 reclassification for which they were properly paid “work outside of classification pay” per Article 9
6 of the Agreement.

7 **B.** For full-time regular, part-time regular and term-limited temporary employees
8 assigned salary steps other than the beginning step of the salary range, subsequent salary increases
9 within the salary range shall be granted after twelve (12) months of “actual service” from the
10 appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the
11 salary range established for the class.

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

20 **D.** Any increase in salary based on service shall become effective upon the first day
21 immediately following completion of the applicable period of service.

22 **E. Temporary Employee Pay.** STT employees shall be paid for all hours worked at
23 the first pay step of the hourly rate of pay set forth within Addendum A covering the classification of
24 work in which they are employed, except the eligible temporary employees (those who were
25 employed by the Department of Public Health on or before August 1, 2001) shall be paid at Step 6 of
26 their applicable pay range in lieu of their continued compensation of fifteen (15) percent of base
27 salary in lieu of leave benefits for each hour worked. These “short-term” temporary employees shall
28 continue to be paid at Step 6 of the range until such time as they (a) terminate employment with the

1 County; (b) change employment status to County term-limited temporary, provisional, probationary,
2 part-time regular or full-time regular employee; (c) cease to be represented by the Union. Temporary
3 employees hired after August 1, are not eligible for premium pay nor step placement in lieu of
4 premium pay. "Short-term" temporary employees who are receiving the premium on or before
5 August 1, 2001, who are removed from the payroll and are subsequently returned to the payroll in the
6 same classification as that of which they left within twelve (12) months of removal will be placed at
7 step six (6) of the applicable pay range. The Director of Public Health may approve any exception of
8 the above Step 6 placement in writing with notice to the Union.

9 **F. Changes in Incumbent Status Transfers.** An employee transferred to another
10 position in the same class or having an identical salary range shall continue to be compensated at the
11 same rate of pay until the combined service requirement is fulfilled for a step increase and shall
12 thereafter receive step increases as provided in Section 8(B).

13 **G. Promotions.** A career service employee appointed to a position in a class having
14 a higher maximum salary shall be placed at the wage step pursuant to KCC 3.15.130 as amended. If a
15 promotion results from something other than a reclassification, the pay rate of the incumbent
16 employee shall be increased to the first step of the pay range of the new classification or the step that
17 is at least five percent above the former rate of pay, whichever is greater. The promoted employee
18 may be placed at a higher step in the pay range if the employee's department director determines the
19 action is warranted, if the criteria and procedures in K.C.C. 3.15.120 as amended are met and if funds
20 are available in the agency. (copy and paste from Union 3/29/22)

21 **H. Demotion.** A career service employee demoted because of inability to meet
22 established performance standards from a regular full-time or part-time position to a position in a
23 class having a lower salary range shall be paid the salary step in the lower range determined as
24 follows:

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

27 **2.** If the rate of pay received in the higher class is within the salary range for
28 the lower class, the career service shall receive that salary rate for the lower class which, without

1 increase, is nearest to the salary rate to which such employee was entitled in the higher class,
2 provided that the employee shall receive not less than the minimum salary of the lower range.

3 **3. Voluntary Demotion.**

4 i. A regularly appointed employee may be demoted to a lower
5 classification upon their written request stating their reasons for such demotion, if the
6 request is concurred with by the Public Health Director or designee. Such demotion
7 shall not displace any regular employee or probationer.

8 ii. The employee so reduced shall be entitled to credit for previous
9 regular service in the lower classification and to other service credit in accordance
10 with this Agreement. Upon a showing, concurred with by the Public Health Director
11 that the reason for such voluntary demotion no longer exists, the Director, or designee,
12 may restore the employee to their former status.

13 I. An employee reduced because of organizational change or reduction in force from a
14 regular full-time or part-time position to a position in a class having a lower salary range shall be paid
15 the salary rate of the lower range which is nearest to the salary rate to which they were entitled in
16 their former position without reduction, provided that such salary shall in no event exceed the
17 maximum salary of the lower range. If an employee has completed twenty-five (25) years of service
18 with the County and within five (5) years of a previous reduction in lieu of layoff to a position in a
19 class having a lower salary range, the employee shall receive the salary they were receiving prior to
20 such second reduction as an “incumbent” as long as they remain in the position or until the regular
21 salary for the lower class exceeds the “incumbent” rate of pay.

22 **Section 7.5. Shift Differentials (FLSA non-exempt employees).**

23 A. **Night Shift** - A bargaining unit employee scheduled to work in a 24-hour facility or site
24 which is staffed for 24-hour operation shall receive a \$1.50 per hour night shift differential for all
25 scheduled hours worked during the hours between 10:00 p.m. to 7:00 a.m.

26 B. **Evening Shift** - A bargaining unit employee shall receive a \$1.00 per hour evening shift
27 differential for all hours worked after the normal business hours of 5:00 p.m.

28 C. **Scope** - Shift differential pay does not apply to employees on voluntary alternative

1 schedules as provided in Article 15.2, unless the alternative work schedule is deemed necessary for
2 business operations by management. The above shift differentials shall be applied to overtime rates
3 consistent with the FLSA and shall apply to time worked as opposed to time off with pay and
4 therefore, for example, the differentials shall not apply to sick leave, vacation, holiday pay, funeral
5 leave, etc.

6 **Section 7.6. Bilingual Premium Pay.** Employees may be assigned in writing to provide
7 bilingual, interpreter and/or translation services to the Department and compensated a premium of
8 \$25.00 dollars per biweekly pay period. This assignment will be renewed annually and may be
9 terminated at any time. It is understood by the parties that the work performed by the bi-lingual
10 speaker provided for under this Section shall not supplant the work of the Medical
11 Interpreter/Translator.

12 Employees who receive the pay shall be required to take a language interpreter certification
13 provided by Washington State. Employees who at the time this Agreement is implemented that do
14 not possess the language interpreter certification shall have one year to acquire the certification.
15 During the one-year period employees shall be compensated the premium rate of pay. The
16 Department shall pay for the exam fee and paid release time to take the exam.

17 **Section 7.7. Bilingual Designated Position(s).** In the interest of creating a more client-
18 centric environment and to advance patient access goals, the County may establish language
19 proficiency requirements for certain key positions in classifications under this Agreement. These
20 Bilingual Designated Positions will be hired with a requirement of not only proficiency in the
21 classification but a bilingual ability. Bilingual positions will be compensated at 2.5% above the base
22 rate of pay. The County will not designate more than a total of (50) Bilingual Designated Positions in
23 the bargaining unit at any one time.

24 In the event of layoff, an employee in a Bilingual Designated Position may only be bumped
25 by an employee that can satisfy the language requirement for the position at the time their bumping
26 option is exercised. Employees in Bilingual Designated positions must bump within the bilingual
27 positions first that match the language requirement of their position. Once those bumping
28 opportunities are exhausted, employees in Bilingual Designated Positions may bump into other

1 positions in the classification. There will be no forced transfers or layoffs to create open bilingual
2 positions. Upon request by the Union, a list of Bilingual Designated Positions will be provided by
3 Division.

4 **Section 7.8. Student Preceptor Assignment.** A Preceptor is a Social Worker, Pharmacist,
5 Pharmacy Supervisor, Nutritionist, or Medical Technologist with at least one year of continuous
6 relevant experience who is assigned in writing the specific responsibility for planning, organizing,
7 teaching, and evaluating the new skill development of a student intern employed by the Department
8 who is participating in a specific Preceptor Program. Inherent in the Preceptor role is the
9 responsibility for specific, criteria-based, and goal directed education for a defined time period.

10 Employees assigned as preceptors shall receive \$1.00 per hour more than their normal hourly
11 rate.

12 **ARTICLE 8: SPECIAL DUTY, OUT OF CLASSIFICATION AND LEAD WORKER**
13 **ASSIGNMENTS**

14 **Section 8.1. Special Duty:** Assignments shall be made in accordance with the terms set
15 forth in the CLA Article 15, except as provided below in Section 8.1(A).

16 **A. Rotation of Special Duty Assignments.** The County and the Union recognize that
17 special duty assignments can have a potential career development benefit to employees by enhancing
18 experience for those wishing to advance in their career path. When possible, special duty
19 assignments will be made to a full-time regular or part-time regular employee on a rotation basis
20 among qualified employees in the Department. A normal rotation shall be approximately six (6)
21 months but may be shorter or longer in duration based on the needs/assessment of the County. An
22 employee shall not serve more than two (2) consecutive rotations, unless there are no other qualified
23 employees, there are no volunteers or in the judgment of the Department, or it would be in the best
24 interest of the County for the assignment not to be rotated. The justification not to rotate after the
25 first rotation will be provided to the employee and the union prior to the second rotation.

26 Assignments made under this section that extend beyond thirty (30) calendar days shall be
27 advertised on the Public Health website for a minimum of five (5) consecutive working days. Special
28

1 Duty shall be assigned on a voluntary basis upon the part of the employee. The terms of this section
2 do not apply to Lead Worker Assignments (Section 8.3) or Out of Classification Assignments
3 (Section 8.2). The parties agree to limit grievances arising under this section to the first three steps of
4 the grievance procedure.

5 **Section 8.2. Out of Classification Assignments.** The parties agree that working out of
6 classification shall occur pursuant to CLA Article 37, unless management has designated the
7 assignment a “Lead Worker” Assignment.

8 **Section 8.3. Lead Worker Assignment.** Full-time or part-time employees may be asked by
9 the County to perform Lead Worker duties. If the employee voluntarily accepts the terms of the Lead
10 Worker Assignment, the employee will receive a flat 5% Lead Worker pay premium (above merit
11 pay or longevity if applicable). Any overtime earned while performing Lead Worker duties will
12 include the 5% premium. When the Lead Worker Assignment is completed or no longer needed as
13 determined by the County, the employee’s pay shall revert to the pay rate the employee would have
14 received if the employee had not been assigned to Lead Worker. Paid leave (e.g., vacation, sick,
15 executive leave, bereavement) while performing Lead Worker duties shall be at the rate of the pay
16 inclusive of the Lead Worker premium. Lead Worker pay shall not be considered part of an
17 employee’s base pay rate for purposes of pay rate determination as a result of promotion or
18 reclassification, cash-out of vacation or sick leave, or vacation or sick leave donations. If a Lead
19 Worker assignment exceeds (29) consecutive calendar days and the employee is performing higher
20 level classification duties according to the County, the assignment will be converted prospectively to
21 a special duty assignment in accordance with the CLA. In the event no appropriate higher-level
22 classification exists, the Lead Worker Assignment may continue beyond (29) calendar days according
23 to the terms set forth in this Section.

24 **ARTICLE 9: VACATION LEAVE AND SCHEDULING**

25 **Section 9.1. Cancellation of Vacation.** In the event that the Department cancels an
26 employee’s already scheduled and approved vacation, leaving no time to reschedule such vacation
27 before the employee’s maximum balance will be reached, the employee’s vacation balance will be
28

1 permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a
2 period of up to three (3) months if such exception is approved by both the Department Director and
3 the Director of the Department of Human Resources in order to allow rescheduling of the employee's
4 vacation. In such cases, the Department Director shall provide the Director of the Department of
5 Human Resources with the circumstances and reasons leading to the need for such an extension. No
6 extension of this grace period will be allowed.

7 **Section 9.2. Use of Vacation for Medical Reasons.** Except for absences associated with
8 FML-protected leave, where a comprehensive leave eligible employee has exhausted their sick leave
9 balance, Management may require the use of vacation time or leave without pay. In the case where
10 vacation time use is mandated a written explanation of that decision will be provided to the
11 employee.

12 **Section 9.3. Vacation Usage Prior to Leave of Absence.** In all other instances employees
13 must use all accrued vacation prior to beginning a leave of absence unless an exception is approved
14 by the Department Director (or designee), except employees who are called to active military service
15 or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA)
16 may, at their option, use accrued vacation in lieu of taking a leave of absence without pay.

17 **Section 9.4. Vacation Scheduling.** The Department Director or designee shall arrange
18 vacation time for employees on such schedules as will least interfere with the functions of the
19 Department, but which accommodate the desires of the employee to the greatest degree feasible.
20 Scheduling guidelines for the division, section, work group or site will be distributed to the
21 employees when developed or modified, or upon request.

22 **ARTICLE 10: HOLIDAYS**

23 Holiday leave benefits shall be provided pursuant to the CLA Article 10, in addition to the
24 below provisions.

25 **Section 10.1. Holiday Paid Recognized as Time Worked for Overtime Calculations.**
26 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining
27 weekly overtime.
28

1 **Section 10.2. Work on a Holiday.** Full-time regular, part-time regular and term-limited
2 temporary employees who work on a holiday shall be paid for the holiday at their normal straight-
3 time hourly rate of pay and, in addition, shall be paid the Contractual Overtime
4 rate of pay for hours worked.

5 **Section 10.3. Pro-ration of Paid Holiday for Part-time Employees.** A regular part-time
6 employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon
7 straight time hours compensated during the pay period immediately prior to the pay period in which
8 the holiday falls.

9 **Section 10.4. Holiday Pay for Employees on Alternative Work Schedules.** Employees
10 scheduled to work an alternative work schedule such as four ten-hour days, shall be granted no more
11 than one hundred and twelve (112) holiday hours (includes Personal Holidays) per year, night-eight
12 (98) hours for employees on a thirty-five (35) hour work week. Employees working alternative work
13 schedules whose departments close on a designated holiday shall be allowed to cover the hours
14 beyond the normal holiday allowance by using accrued but unused time off (vacation or
15 compensatory time) or take leave without pay, or by mutual agreement with the supervisor, the
16 employee shall be allowed to work to make up the hours during that same work week. In no event
17 will the rescheduling of hours in this manner be allowed if the resulting hours of work will result in
18 overtime pay. When a holiday falls on an employee's regularly scheduled day off, the employee will
19 have the option of receiving the holiday pay at the straight time rate in the same pay period or of
20 scheduling an alternate paid day off within thirty (30) days of the actual holiday.

21 **ARTICLE 11: INDUSTRIAL INJURY**

22 **Section 11.1. Industrial Injury.**

23 **A.** Effective January 1, 1996, all employees shall be covered by the County's
24 Industrial Insurance Program except that any claim filed under the City's Industrial Insurance
25 Program prior to the date of transfer Date, whether still open or reopened after that date, shall
26 continue to be administered by the City of Seattle under its program. Appeals of any denials under
27 this Article shall be made through the Department of Labor and Industries as prescribed in Title 51
28

1 RCW.

2 **B. Salary on Worker’s Compensation/Assignment to Rehabilitative Training.** If

3 an employee is injured on the job and requires immediate medical treatment, the employee will be
4 compensated in full for the rest of the workday without being required to use sick leave or vacation
5 leave. The employee can use accrued sick leave if the injury requires the employee to miss any
6 scheduled workdays in the first three calendar days after the injury. If the employee’s disability
7 period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as
8 determined by the Safety and Claims Management Division. Sick leave pay will be used to
9 supplement industrial insurance benefits in an amount that is necessary to maintain the employee’s
10 regular net pay. Any earned vacation leave may be used in a like manner after sick leave is
11 exhausted. An employee who is assigned to rehabilitative training will be compensated as
12 determined by the Safety and Workers’ Compensation Administrator.

13 **ARTICLE 12: FAMILY AND MEDICAL LEAVE**

14 Family and medical leave shall be provided pursuant to the CLA Article 11.

15 **Section 12.1. Limited duty assignment policy due to pregnancy.**

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

19 **B.** A female employee, who upon the advice of her physician cannot safely perform
20 all of the normal duties of her job due to pregnancy and who indicated a desire to continue working
21 prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon
22 concurrence of the Department Director, or designee, and consultation with King County Disability
23 Services, receive consideration for temporary reassignment. The County shall, where reasonably
24 possible, accommodate a female employee’s desire for medically approved continued employment
25 during pregnancy and up to three months thereafter via one or more of the three alternatives listed.
26 The first alternative shall have preference and assignments and/or reassignments shall be given within
27 an employee’s department where possible. The King County Department of Executive Service,
28

1 Human Resources Division Management shall be responsible for coordination of the following
2 limited duty alternatives.

3 1. Temporary assignment to limited duties within the employee's
4 classification;

5 2. Temporary reassignment of the employee to a similar classification with
6 equal pay for which the employee is qualified.

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

12 C. The budget office shall determine and facilitate any necessary fund transfers when
13 an employee is temporarily reassigned to another department.

14 **D. Limitations.**

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

19 2. For the purpose of this section, temporary incapacity is defined as the
20 period during which because of pregnancy the employee cannot perform all of her regular duties but
21 is capable of performing a temporary limited duty assignment provided by the County as listed in (B)
22 of this section and in no instance shall such temporary incapacity last longer than three (3) months
23 after termination of the pregnancy.

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

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

1 duty request.

2 **ARTICLE 13: UNION REPRESENTATIVES**

3
4 **Section 13.1. Visitation.** The Executive Director or Union Representative of the Union may,
5 after notifying the Public Health official in charge, visit the work location of employees covered by
6 this Agreement at any reasonable time for the purpose of investigating grievances. Such
7 representative shall limit their activities during such investigations to matters relating to this
8 Agreement. Department work hours shall not be used by employees or Union representatives for the
9 conduct of Union business or the promotion of Union affairs.

10 **Section 13.2. Shop Stewards.** The Executive Director and/or representatives shall have the
11 right to appoint a steward at any location where represented employees are employed under the terms
12 of this Agreement. The Department shall be furnished with the names of stewards so appointed.
13 Immediately after appointment of its shop steward(s), the Union shall furnish the County and Public
14 Health Human Resources with a list of those employees who have been designated as shop stewards.
15 Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are
16 observed, and they shall be allowed reasonable time to perform these duties during regular working
17 hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the
18 grievance procedure enumerated in CLA Article 26. Under no circumstances shall shop stewards
19 countermand orders of or directions from the Department officials or change working conditions.

20 **Section 13.3. Excessive Steward Activities.** Any charges by management which indicate
21 that a shop steward or Union representative is spending an unreasonable amount of time in handling
22 grievances or disputes or performing other duties for the Union shall be referred to the Director of the
23 Office of Labor Relations, or a designee for discussions with the Executive Director or designee. The
24 County shall have the right to require the Union to refrain from excessive activities or, if after
25 discussion with the Executive Director or designee, the shop steward or Union representative
26 continues to spend an unreasonable amount of time handling grievances and disputes, management
27 may require written authorization from the steward's supervisor for these activities.

28 **Section 13.4. Meeting Rooms.** Where allowable and after prior arrangements have been

1 made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose
2 of conducting Union business, where such activities would not interfere with the normal work of the
3 Department.

4 **Section 13.5. Quarterly Shop Steward Meetings.** General shop steward meetings may
5 occur during regular business hours on a quarterly basis. Up to 2 hours paid release time will be
6 provided quarterly for no more than 20 shop stewards.

7 **Section 13.6. Release Time for Appeals.** Any individual employee in one of the bargaining
8 units who is directly involved through their individual appeal, in a matter being reviewed by the King
9 County Personnel Board shall be allowed time during working hours without loss of pay to attend
10 such meeting if called to testify.

11 **ARTICLE 14: SAFETY STANDARDS**

12 **Section 14.1. Safety Standards.** All work shall be done in a competent and safe manner and
13 in accordance with the state of Washington Safety Codes. Where higher standards are specified by
14 the County than called for as minimum by state codes, the County’s standards shall prevail.

15 **Section 14.2. Safety Rule Compliance.** At the direction of the County, it is the duty of
16 every employee covered by this Agreement to comply with established safety rules, promote safety
17 and to assist in the prevention of accidents. All employees covered by this Agreement are expected
18 to participate and cooperate in the overall Department Safety Program.

19 **Section 14.3. Safe Working Conditions.** The Department of Public Health shall provide
20 safe working conditions in accordance with WISHA and OSHA.

21 **Section 14.4. Release Time for Safety Meetings.** Each steward will be allowed time off
22 with pay to attend Department safety meetings, pertinent to their work location as scheduled by the
23 Department.
24

25 **ARTICLE 15: HOURS OF WORK**

26 **Section 15.1. Work Week.**

27 **A.** Eight (8) hours shall constitute a normal workday and five (5) consecutive days a
28

1 normal workweek. The County may also establish Alternative Work Schedules.

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

8 **Section 15.2. Alternative Work Schedules.**

9 **A.** The Department of Public Health supports the availability of alternative work
10 schedules for its employees, and, to that end, shall give consideration to requests for alternate work
11 schedules. An alternative work schedule is defined as any schedule of hours of work other than the
12 traditional five eight-hour days within a seven-day workweek. Examples of alternative work
13 schedules include but are not limited to:

- 14 ● Four 10-hour work days.
- 15 ● A 9/80-off alternating work week schedule. (The record keeping time-sheet for this
16 schedule must be one which meets the FLSA standards dividing between two work weeks mid shift
17 on the fifth day of work which is either 8 hour or a day off.)

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

- 20 ● Alternative work schedules may be modified or terminated in writing with (45)
21 calendar days' notice to the employee.
- 22 ● Overtime shall be paid for any hours worked in excess of forty (40) hours per week.
- 23 ● Holidays shall be granted in accordance with Article 10 of the CLA.
- 24 ● Employee participation shall be on a voluntary basis, unless no volunteers are
25 available, in which case assignment will be made by inverse seniority within
26 classification at the location or work team (e.g., Access and Outreach) in question.
- 27 ● If there is more than one volunteer to fill an available alternative work schedule, the
28 schedule will be assigned by seniority, provided that in order to be eligible, the

1 employee must be within classification at the location or work team (e.g., Access and
2 Outreach) in question, and meet the skills necessary for that position/schedule
3 and not have any documented disciplinary action relating to attendance in the
4 prior 24 months.

5 **B. Appeal of Denial or Termination of Alternative Work Schedules.** Review and appeal
6 of the denial or termination of an alternative work arrangement shall be as set forth in this section.
7 Any employee whose alternative work schedule is terminated or denied may request a written
8 explanation for the decision and the stated business reason for the denial, provided that the request is
9 made within (10) business days of notice of the denial or termination. When an employee has
10 requested a written explanation, the decision maker shall provide an explanation to the employer and
11 the Union in writing within (10) business days of receiving the request. The explanation will
12 include the legitimate business need that the alternative work arrangement does not meet in an
13 attempt to work with the requesting employee to determine a schedule that could be mutually
14 agreeable to the parties. Upon receiving the written explanation, the employee shall have (10)
15 business days to appeal in writing to the Division Manager (or higher, if the Division Manager
16 made the initial written explanation). The Division Manager shall, within (10) business days of
17 receipt of the written appeal, provide a written response. The ultimate decision of whether to
18 grant or deny the appeal will remain with the Division Manager (or higher, if the Division
19 Manager made the initial written explanation) and shall not be subject to the grievance process
20 of this Agreement.

21 **Section 15.3. Notice prior to an Involuntary Change in Schedule.** Forty-five (45) days
22 advance notice shall be afforded employees when involuntary permanent changes to a regular
23 schedule are required by the Department. The Department agrees to avoid frequent schedule
24 changes.

25 **Section 15.4. Temporary Schedule Changes.** Management may require an employee to
26 change their schedule on a temporary basis with the following limitations:

27 **A.** Volunteers will first be sought, provided such volunteers perform the same job
28 duties at the same work site.

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

3 C. The length of the Temporary Schedule Change shall not exceed one month.

4 D. No individual employee will incur more than four (4) Temporary Schedule
5 Changes per calendar year (not including changes made pursuant to Article 17.4.A. Urgent
6 Temporary Schedule Changes).

7 E. Any schedule change that includes weekend work will require that affected
8 employees be awarded one (1) hour of compensatory time for each weekend worked.

9 The limitations described above do not apply to positions which, by their nature, are subject to
10 regular schedule variability (e.g., float pool positions, Needle Exchange Program positions, etc.)

11 Section 15.4(A) Urgent Temporary Schedule Changes. In the event of unforeseen, urgent
12 staffing needs, management may require an employee to change their schedule on a temporary basis
13 with the following limitations:

14 A. Affected employee will be provided with a twenty-four-hour notice of schedule
15 change.

16 B. Such changes must be approved by the appropriate Division Manager or
17 Deputy/designee.

18 C. Urgent Temporary Schedule Changes will not last longer than five working days
19 unless an emergency is declared by the department director, or by mutual consent between the
20 employee and the department.

21 **Section 15.5. Rest Period.** Employees covered by this Agreement shall be provided fifteen
22 (15)-minute rest period per each 4-hour period of work time consistent with County policy
23 (PER 8-2-1).

24 **Section 15.6. Meal Period.** Employees covered by this Agreement shall be provided an
25 uncompensated meal period of a minimum of thirty (30) minutes but not to exceed one (1) hour.

26 **Section 15.7. Meal Reimbursement.**

27 A. When an employee is specifically directed by the Department to work two (2)
28 hours or longer prior to the beginning of or the end of their normal work shift of not less than eight

1 (8) hours and the employee actually purchases a reasonably priced meal away from the employee’s
2 place of residence as a result of such additional hours of work, the employee shall be reimbursed for
3 the “reasonable cost” of the meal in accordance with County Ordinance. In order to receive
4 reimbursement, the employee must furnish the Department of Public Health with a receipt for the
5 meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a
6 maximum of six dollars (\$6.00) in lieu of reimbursement for the meal.

7 **B.** The Department of Public Health shall not reimburse for the cost of alcoholic
8 beverages.

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

11 **D.** When an employee is called out in an emergency to work two (2) hours or longer
12 of unscheduled overtime immediately prior to their normal work shift, said employee shall be eligible
13 for meal reimbursement pursuant to this Section. Any time spent in excess of (30) thirty minutes
14 consuming a meal where the employee is completely relieved of duties shall be without
15 compensation

16 **ARTICLE 16: OVERTIME**

17 **Section 16.1. FLSA Workweek.** The workweek for purposes of determining overtime
18 eligibility is defined as Saturday through Friday.

19 **Section 16.2 Contractual Weekly Overtime.** Employees in positions classified as FLSA
20 non-exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees for all
21 hours worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect
22 at the time the overtime work is performed. The (40) hour threshold for determining overtime
23 eligibility is based on the accumulation of paid compensated hours during the FLSA workweek,
24 except that paid sick leave hours shall not count toward overtime eligibility.

25 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half
26 times the combined amount of the employee’s hourly base rate of pay, as specified in the Addendum
27 A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked
28

1 that are contractually required to be included when calculating the Contractual Overtime Rate. If the
2 Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
3 employee shall be paid the higher rate of pay pursuant to the FLSA.

4 **Section 16.3 Schedule Flex.** Employees may make necessary adjustments in their normal
5 work hours, subject to approval by their supervisor, to fulfill their job responsibilities within a forty
6 (40)-hour week without overtime compensation.

7 **Section 16.4. Overtime Work Assignment.** When necessary, management can require an
8 employee to perform work outside of their regularly scheduled work shift unless health problems
9 prohibit the employee from performing such work. When possible, overtime work will be assigned
10 to employees on a rotation basis within a class series among qualified employees in the work unit on
11 the shift where such overtime work is to be performed. Work scheduled for weekends or holidays
12 shall be a minimum four (4) hours scheduled, unless agreed otherwise by the employee.

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

18 **Section 16.5. Compensatory Time Off.** For overtime eligible employees covered by this
19 Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent
20 between the employee and their supervisor, compensated for by compensatory time off at the
21 applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act
22 (FLSA). Employees cannot be required to accept compensatory time in lieu of overtime pay. An
23 employee's accrued compensatory time balance must not exceed eighty (80) hours at any time. Any
24 balance of unused comp time will be cashed out in the pay period that includes December 31 at the
25 appropriate overtime rate.

26 **Section 16.6. FLSA Exempt Employees Provision.** Exempt employees include all
27 Accountants, Pharmacist Supervisors, Business and Finance Officer II, Involuntary Commitment
28 Supervisors working in the Department of Community and Human Services and certain other persons

1 classified in Emergency Medical Services. Additionally, Health and Environmental Investigator-IV,
2 Educator Consultant-II and III, and Nutrition Consultant-II shall be considered exempt, except certain
3 employees that have been permitted in writing by the County to remain in hourly status.

4 Exempt employees are eligible to receive Executive Leave pursuant to the King County
5 Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees
6 (Executive Policy PER 8-1-2). These positions will enjoy all relevant rights under the contract
7 except for overtime and shift premiums.

8 **Section 16.7. Standby Duty for FLSA Exempt Employees.** It is not currently the intent of
9 the Employer to schedule or require the working of standby shifts for its FLSA-exempt employees in
10 this bargaining unit who currently are not scheduled or required to work standby shifts (as opposed to
11 occasional attempts to contact employees in the course of dealing with an emergency situation which
12 occurs outside of regular hours). The Employer agrees that, in the event it decides to create
13 mandatory standby shifts for any of its FLSA-exempt employees in this bargaining unit (i.e., where
14 the shifts are formally scheduled, and the employees are required to carry a pager or other similar
15 device, and remain ready and able to perform job duties at all times during such shifts), the Employer
16 agrees to notify the Union and to reopen the bargaining agreement at the request of the Union for the
17 purpose of satisfying its bargaining obligations to the full extent required by law.

18 **ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF**

19 **Section 17.1. Definitions.** The following definitions shall apply for the purposes of
20 administering this Article.

21 **A. Reduction in Force** is any budgeted change to a career service employee’s FTE
22 which may include an increase, decrease or elimination of the FTE.

23 **B. Layoff** is the termination of career service employment due to a reduction in force
24 action.

25 **C. Classification seniority** is defined as total regular hours paid at straight time,
26 including sick leave, holiday and vacation leave in a classification without a break in service.
27 Seniority hours earned are not to exceed the equivalent of a full-time position (2080 hours annually).
28

1 Overtime and compensatory time in lieu of overtime do not count toward classification seniority.
 2 Only career service employees are eligible to earn classification seniority. Term Limited Temporary
 3 (TLT) and Short-Term Temporary (STT) employees do not earn classification seniority hours.
 4 Employees who transfer, promote, or demote into a different job classification under this contract
 5 will accrue seniority hours in the new classification upon start of their placement in the position.
 6 Previous seniority hours earned in other classifications worked under this contract will be retained
 7 (e.g., an employee recalled to a previously held classification will be credited with the seniority
 8 accrued while in that classification). **1**

9 **D. Contract Seniority** is defined as accumulated seniority for all classifications
 10 worked under this contract without a break in service as listed in Addendum A.

11 **E. Break in Service** is a voluntary quit, retirement, layoff, medical separation, or
 12 termination for just cause. Employees who terminate due to layoff or medical separation will have
 13 accrued seniority reinstated upon rehire if the rehire occurs within two years following their
 14 termination. Authorized paid and unpaid leaves of absence are not considered breaks in service;
 15 however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30)
 16 consecutive days.

17 **F. Trial Service Period** is a defined period of time following placement into a new
 18 position as a result of a reduction in force. A trial service period only applies if the individual bumps
 19 into a position in another division; is placed into a vacancy in another division; or when they bump
 20 into a lower classification previously worked within their current division or is placed into vacancy in
 21 a lower classification previously worked within their current division and where it has been more
 22 than five (5) years since they have worked in that classification.

23 The purpose of the trial service period is to provide the individual an opportunity to acquire
 24 the requisite knowledge and skills specific to that position so as to be able to perform the duties in a
 25

26
 27 **1 Classification/Compensation Project and Logan/Knox Settlement subsequent classification changes to bargaining unit**
 28 **positions and its affect on seniority.** Classification seniority for the old classification shall carry through and apply to the new
 classification. For the purpose of bumping rights, old classifications previously held will be translated into the new system on a case-
 by-case basis using a standard based on body of work performed. Former temporary employees hired into career service positions
 through the Logan/Knox settlement shall receive bargaining unit seniority credit for all hours worked in the bargaining unit position.

1 competent manner. The trial service period is also a time for management to assess progress and
2 performance of the individual and determine if they are able to perform the duties at an acceptable
3 level. A trial service period is generally six months in duration but may be extended an additional six
4 (6) months to allow for further skill and knowledge acquisition; it may also be shortened if
5 management determines the individual has demonstrated sufficient competency.

6 **G. Unsuccessful Trial Service Period:** Management may end the trial service
7 period at any time if it objectively assesses that the individual is not demonstrating sufficient progress
8 in obtaining the requisite knowledge and skills required of the position within a reasonable period of
9 time. The individual may also request to end the trial service period on their own accord if they
10 conclude the placement is not an appropriate match. In both cases, the individual will be removed
11 from the position and placed in layoff/recall status and will be eligible for recall services for up to
12 two years following the date of their changed employment status.

13 **H. Divisions of Public Health -** For purposes of this article only the Divisions within
14 the Department of Public Health include Community Health Services, Environmental Health
15 Services, Jail Health Services, Prevention, Emergency Medical Services, Administration/Business
16 Operations, and Cross-Cutting Public Health Services.

17 **I. Qualified** means the employee possesses the qualifications required to be
18 considered eligible to be appointed to the position as a new hire unless otherwise stated under
19 Article 17.2, Section 2. (B).

20 **Section 17.2 Transfers/Work Location Change.**

21 **A.** The transfer of an employee shall not constitute a promotion except as provided in Article
22 17, Section 2(G)(iii).

23 **B. Transfers within the Department of Public Health. The Department of Public Health**
24 **Director or their designee may transfer a Public Health employee from one position to another**
25 **position in the same classification within the Department without the approval of the Human**
26 **Resources Department Director of DES, or designee, but such transfer shall be reported to**
27 **Human Resources Department Director of DES, or designee within five (5) days of its effective**
28 **date. It is understood by the parties that employees may be transferred at the discretion of the**

1 **County in consultation with the Union as part of the budget planning process. The budget**
2 **planning process concludes at the point the County Executive submits his or her budget to the**
3 **King County Council. Employees allocated to the Administrative Specialist II classification as**
4 **of July 23, 1999, are deemed to have met the minimum qualifications of the position and are not**
5 **required to take skills testing. Employees allocated to the Health and Environmental**
6 **Investigator II classification as of July 23, 1999, are deemed to have met the minimum**
7 **qualifications of the position and are not required to take skills testing.**

8 **C. Process prior to a Permanent Change in Work Location. Management may require**
9 **an employee to change their work location with the following limitations:**

- 10
- 11 **i.** Volunteers will first be sought, provided such volunteers are in the same
12 classification at the designated work location or team (e.g., Access and
13 Outreach).
- 14
- 15 **ii.** If there are multiple volunteers within the classification at the work location or
16 team, management will select the employee with the highest seniority, and
17 provide at least (10) calendar days' notice of the change or as otherwise
18 agreed.
- 19
- 20 **iii.** If there are no volunteers, management will select the employee for work
21 location change by inverse seniority among those within the same
22 classification at the designated work location or team. Forty-five (45) days
23 advance notice shall be provided to the employee by the Department or as
24 otherwise agreed.
- 25
- 26 **iv.** The new work location cannot be more than (15) miles away from the prior
27 work location, except employees assigned to Jail Health may have their work
28 location changed from KCCF to MRJC (and vice-versa). Alternatively, based

1 on management discretion, the County may fill the staffing need on a
2 permanent basis from the float pool.

3
4 v. Employees selected shall maintain their total workweek hours and pay
5 consistent with their position and FTE status, unless a change is mutually
6 agreed upon by the employee.

7
8 **D. Process prior to Temporary Change in Work Location.** Management may
9 require an employee to change their work location on a temporary basis with the following
10 limitations:

- 11
- 12 i. Volunteers will first be sought, provided such volunteers are in the same
13 classification at the designated work location or team.
 - 14
 - 15 ii. If there are no volunteers, and float pool support is not feasible according to
16 business needs, the selected employee will be provided with ten (10) working
17 days' notice of work location change.
 - 18
 - 19 iii. The length of the Temporary Work Location Change shall not exceed one
20 month.
 - 21
 - 22 iv. No individual employee will incur more than four (4) Temporary Work
23 Location Changes per calendar year.
 - 24
 - 25 v. If an employee has a particular concern, the employee should immediately
26 raise the concern (e.g., childcare arrangements, elder care, transportation or
27 other) with their management who will take this into consideration for
28 informational purposes prior to finalizing the decision.

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- vi. Employees selected shall maintain their total workweek hours and pay consistent with their position and FTE status.

- vii. The limitations described above do not apply to positions which, by their nature, are subject to regular work location variability (e.g., float pool positions etc.)

E. Transfers from County departments into Public Health. Employees in County departments may transfer to a position in the same classification, or to a position in a similar classification with the same maximum rate of pay, within the Department of Public Health upon the written request of the Public Health Director and approval by the Department of Human Resources Director or designee.

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

G. Other transfers. Within the Department of Public Health, other transfers may be made upon the consent of the Department Human Resources Manager, or designee, as follows:

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

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

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

8 iv. Transfer may be made to another similar class within Public Health with the same
9 maximum rate of pay in the Department. The affected employee’s status shall be determined in
10 accordance with this Agreement.

11 **Section 17.3 . Reduction in Force Process.**

12 The following process shall govern for the purposes of administering this Section.

13 **A. Initiating Reduction in Force** – The Reduction in Force process may be initiated
14 when the department determines that funding for a position or program has changed, which therefore
15 impacts one or more positions; during a reorganization or restructure process, or when the department
16 determines a line of business will no longer be operated.

17 **B. Notice** – When the Department determines a reduction in force is anticipated, the
18 Department will provide reasonable notification to the union. The County and Union agree to meet
19 prior to the implementation of the reduction in force for the purpose of discussing possible mitigation
20 strategies.

21 notice to the individual(s) impacted by the reduction in force will occur no less than forty-five
22 (45) calendar days prior to the effective date of the reduction in force. The impacted employee will
23 receive written notification of the Department’s intent to change or eliminate the employee’s FTE.
24 This notice will include the effective date of the change, a description of the employee’s reduction in
25 force and layoff/recall rights as provided under the contract and King County policies and
26 procedures; and a list of current vacancies available within the employee’s current classification
27 which includes the vacant position’s allocated FTE level and work location. The union will be
28 provided a copy of the notice given to the impacted employee.

1 **C. Volunteer RIF.** When a reduction in force is to be initiated, employees may
2 request to be voluntarily laid off if the employee is in the same work unit and classification as the
3 position(s) determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off
4 will be placed directly in recall per Section 17.6.

5 **D. Vacancy/Bumping Process.**

6 An employee whose position has been eliminated entirely, will have the option of accepting
7 layoff and entering the recall process (as described in Section 17.6), or resigning employment, or
8 follow the process, based on seniority, for vacancies or bumping as described below:

9 1. The employee will be placed in a vacancy in the same classification and
10 division if they meet the requirements of the position (e.g., language requirement for Medical
11 Interpreter/Translator) at the time the employee is notified about the position elimination. The
12 requirements of a position must be posted in the job description. If two or more RIF impacted
13 employees are interested in the same vacancy, placement will be based on classification seniority.

14 2. If there are no vacancies under step one, the employee will bump, based on
15 classification seniority, the least senior employee in the classification and division if the employee
16 can meet the requirements for the position.

17 3. If there are no less senior employees in same classification and division,
18 then the employee will be placed in a vacancy in the same classification in another division if the
19 employee can meet the requirements for the position. If two or more RIF impacted employees are
20 interested in the same vacancy, placement will be based on classification seniority. The employee
21 placed in a position in another division will serve a Trial Service Period (TSP), as defined in 17.1(F).

22 4. If there are no vacancies in same classification in other divisions, then the
23 employee will bump, based on classification seniority, the least senior employee in the same
24 classification in another division if the employee can meet the requirements for the position. In this
25 case, the employee will serve a Trial Service Period.

26 5. If there are no vacancies in the same classification in any division, then the
27 employee will be placed in a vacant position in a lower classification within the same division. To be
28 placed into such a position, the employee must have previously passed probation in the lower

1 classification. Additionally, if it has been more than five years since the employee worked in the
2 lower classification, then the employee must serve a Trial Service Period. If two or more RIF
3 impacted employees are interested in the same vacancy, placement will be based on contract
4 seniority.

5 6. If there are no vacancies in a lower classification (for which the employee
6 has passed probation) in the same division, then the employee will bump, based on contract seniority,
7 the least senior employee in a lower classification within the same division, provided the bumping
8 employee has previously passed probation in the lower classification. Additionally, if it has been
9 more than five years since the employee worked in the lower classification, then the employee will
10 serve a Trial Service Period.

11 7. If there are no bumping opportunities as described in Step 6, the employee
12 will be placed in a vacant position in a lower classification in another division, provided the
13 employee has previously passed probation in that lower classification and the employee will serve a
14 Trial Service Period. If two or more RIF impacted employees are interested in the same vacancy,
15 placement will be based on contract seniority.

16 8. If there are no vacancies as described in Step 7, then the employee will
17 bump, based on contract seniority, the least senior employee in a lower classification in another
18 division, provided the bumping employee has previously passed probation in the lower classification
19 and will serve a Trial Service Period.

20 9. If none of the foregoing opportunities are available, the employee will be
21 placed in recall per Section 17.6.

22 10. In administering the Vacancy/Bumping Process of this Section (17.3(D),
23 an employee will not be required to be placed or bump into a position of lower FTE level than the
24 position from which the employee is being laid off.

25 **E. Rescission of RIF Notice** - If circumstances change and the Department
26 determines a RIF is not necessary, the Department will notify the individual(s) in writing of the RIF
27 rescission. The union will be provided a copy of the rescission notice.

28 **Section 17.4. Increase or Reduction of FTE.** Where the FTE level for a position is to be

1 increased or decreased, the Initiation and Notice processes will be the same as stated in Section
2 17.3(A) and (B). Employees in such positions will be given first right of refusal to the changed FTE
3 level for their position. If they elect not to remain in their position at the new FTE level, then the
4 process set forth in Section 17.3(D) will apply, but only for positions with the same FTE level as that
5 from which the employee was laid off. If there are no placement opportunities in the same FTE level,
6 then the process in Section 17.3(D) will apply, regardless of FTE level.

7 **Section 17.5. Recall.**

8 Recall is the return to employment in a career service position covered under the collective
9 bargaining agreement in the classification and FTE level from which the employee was laid off.
10 Recall rights to the classification from which an employee has been laid off shall expire two (2) years
11 from the date of layoff.

12 Employees in recall status will be offered vacancies as per Steps 1, 3, 5, and 7 in Section
13 17.3(D) in that order so that if multiple vacancies are available, then the employee must take the
14 vacancy in the earliest step available (with Step 1 being the earliest, and Step 7 being the latest). An
15 employee in recall status may bump a TLT or temporary employee working in the current
16 classification or any job classification previously worked in the bargaining unit or classification
17 series. Any employee bumping into a TLT or temporary position shall maintain their recall rights
18 under this section and shall continue to accrue seniority and maintain step placement. The recall of
19 an employee into a TLT or temporary position shall not convert such position to a regular, career
20 service position. Recall opportunities will be offered in order of contract seniority.

21 **ARTICLE 18: GENERAL CONDITIONS**

22 **Section 18.1. Registered Sanitarian's Credential.** A full-time regular or part-time regular
23 employee covered by this Agreement, who obtains a Washington State Registered Sanitarian's
24 Credential on or after execution of this Agreement, or who is required by the Department of Public
25 Health to obtain a license, registration, or certificate which was not required at the time of
26 appointment (or as a condition of appointment) to the position, shall have the original cost of the
27 license paid by the County. A full-time regular or part-time regular employee covered by this
28

1 Agreement who currently holds such a Registered Sanitarian Credential or other eligible
2 license/certification, regardless of when obtained, shall have the annual renewal fee paid by the
3 County; provided, that the employee must be working in a classification relevant to the
4 license/registration/certificate obtained and/or held by said employee. An employee covered by this
5 Agreement, shall also receive regular straight-time salary while taking the examination applicable to
6 the above licenses/registrations/certificates during a normal workday.

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

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

12 **Section 18.2. Work at Location other than Normal Place of Work.**

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

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

23 **Section 18.3. Written Policies and Procedures.** Written Public Health 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 18.4. Protective Clothing.** The Department of Public Health will provide up to one
27 hundred dollars (\$100.00) to employees assigned to field positions that are required to routinely work
28 in inclement weather. This reimbursement would compensate for the initial purchase of raingear and

1 protective footwear for use on the job. Reimbursement will be provided using petty cash, claim for
2 expenses, or purchase order procedures. In addition, the Department agrees to provide up to thirty-
3 five dollars (\$35.00) per year on a reimbursement basis (accumulative) for replacement and
4 maintenance expenses of raingear and protective footwear for use on the job to those people in
5 positions described above.

6 **Section 18.5. Defense Against Claims.** The County agrees to defend and pay any proper
7 claim against its employees in connection with any claims for damage and/or litigation arising from
8 conduct, acts or omissions of such employees in the scope and course of their employment with the
9 Department.

10 **Section 18.6. Child Care Subsidy.** Employees covered by this Agreement may receive
11 benefits from the County’s childcare program if they meet the eligibility requirements.

12 **Section 18.7. Tools.** Information System Professionals will be provided the necessary tools
13 (including software) as mutually agreed upon by the employee and management as required to
14 perform the job.

15 **Section 18.8. Picket Lines.** It is understood by the parties that employees covered by this
16 Agreement need carry out their duties irrespective of sanctioned picket lines. However, employees
17 who encounter a sanctioned picket line in the course of their duties and who fear of imminent harm to
18 their health and safety should contact their supervisor for work instructions. In the event of picketing
19 at the employee’s regular place of work, Division management and the Union will develop an
20 approach for dealing with the safety concerns of the bargaining unit while ensuring public health
21 operations. When possible, these discussions will take place in advance.

22 **Section 18.9. Intimidating or Bullying Behavior.** The County and the Union recognize that
23 King County has policies and procedures relating to workplace violence. However, the County and
24 the Union also recognize that behavior which does not rise to the level of physical violence, or threat
25 thereof, but which is nevertheless intentionally intimidating, or bullying can have serious adverse
26 impacts on individual employees, as well as the workplace in general.

27 The County and the Union further recognize that this type of inappropriate conduct is not
28 dependent upon a supervisor/subordinate relationship and may occur between co-workers without a

1 difference in reporting relationships. Therefore, the County and the union seek to codify their intent
2 not to engage in, encourage or knowingly tolerate workplace intimidation or bullying. The County
3 and the Union will work together collaboratively and employ reasonable means to attempt to address
4 complaints or concerns of workplace intimidation or bullying.

5 **Section 18.10. Licensing, certification, and security clearance requirements.** All
6 employees must meet applicable licensing and certification requirements as a condition of hire and
7 continued employment. Employees working in positions at detention facilities (e.g., KCCF, MRJC,
8 JDC) must obtain and maintain security clearance for those facilities.

9 **Section 18.11 Certification & Licensure Premiums.** Upon management approval, a bargaining
10 unit employee who is qualified to obtain one or more of the certifications/licenses listed below
11 relevant to their practice area as determined by the County shall receive a premium of fifty dollars
12 (\$50.00) per biweekly pay period while the certification/licenses are current and in good standing.
13 The certification/license premium will be effective the first full pay period after the date a copy of
14 documentation of certification/licensure is received and approved by the County. An employee is
15 eligible to receive a maximum certification/license premium of fifty (\$50.00) per biweekly pay
16 period regardless of the number of qualifying certifications/licenses the employee may possess. The
17 County may discontinue the premium if the employee is unable to document the certification/license
18 is in good standing or the employee transitions to a different classification or practice area for which
19 the certification/license is no longer relevant to the position as determined by the County. Prior to
20 obtaining a certification/license, the employee will confirm with their manager about whether the
21 certification or license is relevant to their job.

22 Below represent the board certifications / licenses eligible for the pay premium under this
23 Section:

- 24 1. International Board-Certified Lactation Consultant (IBCLC);
- 25 2. Board Certification as a Specialist in Pediatric Nutrition (from Commission on Dietetic
26 Registration);
- 27 3. Interdisciplinary Specialist Certification in Obesity and Weight Management (from
28 Commission on Dietetic Registration);

- 1 4. Certified Diabetes Educator;
- 2 5. Licensed Independent Clinical Social Worker (LICSW) or equivalent level of
- 3 licensure per management; and,
- 4 6. Licensed Mental Health Counselor (LMHC) or equivalent
- 5 level of licensure per management.

6 **Section 18.12. Social Worker Job Assignments.**

7 The Community Health Services Division, and the Parent Child Health (PCH) program staff
8 commit to work with the Social Workers and Public Health Center management teams to maximize
9 social work (non-WIC certification) visits, while balancing this with delivery of WIC program
10 services to ensure client needs are met. Providing robust social work services is aligned with King
11 county’s goals of providing high quality patient services, improving financial sustainability of the
12 clinics, and meeting the career goals and interests of King County’s Social worker staff.

13 No more than forty (40) WIC certifications for pregnant, post-partum/breastfeeding, or infant
14 will be performed by an individual social worker in any given month, unless an exception is agreed to
15 by both the CHS management, and the employee.

16 **Section 18.13. Renewal of Master Social Work Premium Memorandum of Agreement**
17 **(060U0119).** The County and Union acknowledge mutual agreement to continue this Memorandum
18 of Agreement already in effect.

19 **ARTICLE 19: DEFINITIONS**

20 The following define terms used in the collective bargaining agreement. All other words in
21 this Agreement shall have their ordinary and usual meaning except those words that have been
22 defined under K.C.C. 3.12, as amended.

23 **“Career service employee”** means a County employee appointed to a career service position
24 as a result of the selection procedure provided for in this agreement, and who has completed the
25 probationary period.

26 **“Employee”** means any person who is employed in a career service position, temporary or
27 provisional position. **“Full-time regular employee”** means a career service employee employed in
28

1 a full-time regular position and is not serving a probationary period.

2 **“Full-time regular position”** means a regular position which has an established work
3 schedule of not less than thirty-five hours per week in those work units in which a thirty-five hour
4 week is standard, or of not less than forty hours per week in those work units in which a forty-hour
5 week is standard.

6 **“Part-time Regular Employee”** means a career service employee in a part-time regular
7 position and is not serving a probationary period.

8 **“Part-time Regular Position”** means a regular position in which the part-time regular
9 employee is employed for at least 910 hours but less than a full-time basis in a calendar year in a
10 work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less than a
11 full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

12 **“Probationary employee”** means an employee serving a probationary period in a regular
13 career service position. Probationary employees are temporary employees and excluded from career
14 service under Section 550 of the charter.

15 **“Provisional appointment”** means an appointment made in the absence of a list of
16 candidates certified as qualified by the director. Only the director may authorize a provisional
17 appointment. An appointment to this status is limited to six months.

18 **“Provisional employee”** means an employee serving by provisional appointment in a regular
19 career service position. Provisional employees are temporary employees and excluded from career
20 service under Section 550 of the charter.

21 **“Regular Employee”** means an employee who has successfully completed an initial
22 probationary period and has had no subsequent break in service as occasioned by, resignation,
23 discharge for just cause, or retirement.

24 **“Regular position”** means a position established in the County budget and identified within a
25 budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget detail report.

26 **“Regular Appointment”** means the appointment of a certified eligible individual or the
27 assignment of an employee to another classification contained within the same base class.

28 **“Temporary Employee”** means an employee employed in a temporary position and, in

1 addition, includes an employee serving a probationary period or is under provisional appointment.
2 Under Section 550 of the charter, temporary employees are not members of career service.

3 **“Temporary position”** means a position which is not a regular position as defined in this
4 agreement and excludes administrative intern. Temporary positions include both term-limited
5 temporary positions as defined in this agreement and short-term (normally less than six months)
6 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a
7 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year
8 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
9 agreement. Where the standard work week falls between thirty-five and forty hours, the director, in
10 consultation with the department, will be responsible for determining what hour threshold will apply.

11 **“Term-limited temporary employee”** means a temporary employee who is employed in a
12 Term-limited temporary position. Term-limited temporary employees are not members of the career
13 service.

14 Term-limited temporary employees may not be employed in term-limited temporary positions
15 longer than three years beyond the date of hire, except that for grant-funded projects capital
16 improvement projects and information systems technology projects the maximum period may be
17 extended up to five years upon approval of the Human Resources Division Director. The Director
18 shall maintain a current list of all term-limited temporary employees by department.

19 **“Term-limited temporary position”** means a temporary position with work related to a
20 specific grant, capital improvement project, information systems technology project, or other non-
21 routine, substantial body of work, for a period greater than six months. In determining whether a
22 body of work is appropriate for a term-limited temporary position, the appointing authority will
23 consider the following:

24 a. Grant-funded projects: These positions will involve projects or activities that are
25 funded by special grants for a specific time or activity. These grants are not regularly available to or
26 their receipt predictable by the County.

27 b. Information systems technology projects: These positions will be needed to plan
28 and implement new information systems projects for the County. Term-limited temporary positions

1 may not be used for on-going maintenance of systems that have been implemented.

2 c. Capital improvement projects: These positions will involve the management of
3 major capital improvement projects. Term-limited temporary positions may not be used for on-going
4 management of buildings or facilities once they have been built.

5 d. Miscellaneous projects: Other significant and substantial bodies of work may be
6 appropriate for term-limited temporary positions. These bodies of work must be either non-routine
7 projects for the department, or related to the initiation or cessation of a County function, project, or
8 department.

9 e. Seasonal positions: These are positions with work for more than six consecutive
10 months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a
11 thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in
12 which a forty-hour work week is standard, that due to the nature of the work have predictable periods
13 of inactivity exceeding one month.

14 f. Temporary placement in regular positions: These are positions used to back fill
15 regular positions for six months or more due to a career service employee’s absence such as extended
16 leave or assignment on any of the foregoing time-limited projects.

17 All appointments to term-limited temporary positions will be made by the appointing
18 authority in consultation with the Human Resources Director prior to the appointment of term-limited
19 temporary employees.

20 g. **Regular Pay Status Definition.** “Regular pay status” is defined as regular
21 straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory
22 time, and sick leave.

23 **ARTICLE 20: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

24 **Section 20.1. Labor-Management Training.** In the spirit of cooperative labor relations, the
25 parties shall meet as soon as is reasonably possible following the signing of the Agreement to
26 develop a training session to inform Department shop stewards and supervisors about the provisions
27 of the Agreement and to determine who shall attend such a training session. It is the intent of the
28

1 parties that the training session be a simple presentation of one or both parties' view of the contents
2 of this Agreement with emphasis upon the contract changes that occurred during the current round of
3 collective bargaining. Such training shall not require more than one-half (1/2) day and every effort
4 shall be made to accomplish the training in two (2) hours or less. The training session shall be
5 accomplished during Department time at no loss in pay to participants; provided, that no overtime
6 shall be authorized or paid to those employees affected as a result of such participation or travel
7 related to attendance at these meetings. Either party's presentation in this training forum regarding
8 the interpretation or meaning of any contract provision shall not be used in any way by either party to
9 support its argument or position in any grievance, arbitration, or litigation regarding the interpretation
10 or application of this Agreement.

11 **Section 20.2. Labor-Management Meetings.** The County, Department and the Union agree
12 to hold Labor-Management meetings as necessary. These meetings will be called upon request of
13 either party to discuss any subject of a general nature affecting employees covered by this agreement.
14 The responsibility for notification will be with the party initiating this process. Representatives of the
15 Department can attend such meetings and shall be able to independently set such meetings with the
16 Union with the concurrence of the Director of the Office of Labor Relations, or designee. The Union
17 shall be permitted to designate bargaining unit employees and/or stewards to assist its staff
18 representatives in such meetings. The purpose of Labor-Management meetings is to deal with
19 matters of general concern to the Union and the Department. It is understood that LMC meetings are
20 consultative and constructive in nature and are not the venue for bargaining, resolving individual
21 issues or for arguing grievances.

22 **Section 20.3. Training.**

23 **A.** The County and the Union agree that training and employee career development
24 can be beneficial to both the County and the affected employees. Training, career development, and
25 educational needs may be identified by both the County and by the employee. The County and the
26 Union recognizes the mutual benefit to be attained by affording training opportunities to employees
27 and shall provide information and access to training opportunities for its employees based on
28 business and operational needs and, within budgeted appropriations. All employees shall have equal

1 access to training opportunities. To this end, the Department will provide employees with a
2 minimum of two (2) days of training per year.

3 **B.** Information Systems Professionals training will be distributed in a fair and
4 equitable manner among the ISP staff based on Department skill needs, individual Information
5 Systems Career Path choices, and individual skill currency within the marketplace, provided the
6 training is within the Department’s budget limitation.

7 **ARTICLE 21: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE**

8 Health benefits shall be provided in accordance with the CLA Article 25 and the Total
9 Compensation Agreement, and all respective successor Agreements. The Union and the County agree
10 to incorporate changes to employee insurance benefits which the County may implement as a result
11 of any agreement of the Joint Labor Management Insurance Committee.

12 **ARTICLE 22: RETIREMENT**

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

19 Employees who are covered by the City of Seattle retirement system are governed by
20 applicable City Ordinance and the City Charter with respect to retirement benefits.

21 **ARTICLE 23: CONTRACT REOPENER**

22 **Section 23.1.** If the Inter-Local Agreement between King County and the City of Seattle is
23 modified during the term of this Agreement and any modifications thereof conflict with an expressed
24 provision of this Agreement, the County and/or the Union may reopen, at any time, this Appendix for
25 negotiations the provisions so affected. The CLA terms are not subject to this reopener.
26
27
28

1 **ARTICLE 24: ENTIRE AGREEMENT**

2 **Section 24.1.** The Agreement, inclusive of the CLA, expressed herein in writing constitutes
3 the entire Agreement between the parties, and no oral statement shall add to or supersede any of its
4 provisions.

5 **Section 24.2.** The parties acknowledge that each has had the unlimited right and opportunity
6 to make demands and proposals with respect to any matter deemed a proper subject for collective
7 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except
8 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right
9 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically
10 referred to or covered in this Agreement.

11 **Section 24.3.** If this agreement establishes a condition of employment, benefit or procedure
12 which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King
13 County Code, this agreement shall take precedence with respect to the employees covered by the
14 agreement so long as the condition of employment, benefit or procedure created by this agreement is
15 lawful.

16 **ARTICLE 25: JOB SHARING**

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

20 **Section 25.1. Job Sharing.** Job Sharing is a type of alternative scheduling in which two
21 employees of the same job class share the work schedule and duties of a single full-time position.
22 Job Sharing proposals from employees may be considered by the Department when it can be shown
23 that the proposal can be implemented without significant adverse effects on the effectiveness of
24 Department Services. Job Sharing is a voluntary arrangement and may be considered only when no
25 significant extra costs above those of a single full-time employee will be incurred by the Department.
26 Job sharers must be in the same job class.

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

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

5 **C.** The Department reserves the right to rescind a Job Share arrangement that has
6 failed to meet the requirements of this Agreement. The employees may elect to terminate the
7 arrangement (including by one of the job sharers resigning) subject to thirty (30) days' notice. If the
8 arrangement is terminated, and there is no agreement regarding who will resign or assume full-time
9 responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job
10 Share arrangement have the option to resign or transfer to an available position. If either partner
11 resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until
12 an acceptable partner is obtained.

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

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

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

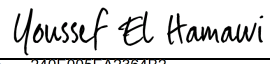
28 **Section 25.2. Application Procedure.**

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


- 4 1. Names of the employees who are requesting a Job Share position;
- 5 2. Position in which the Job Share is desired;
- 6 3. Proposed work schedule for each employee;
- 7 4. Proposed method for allocation and coordination of job responsibilities
- 8 between the Job Share employees;
- 9 5. Proposed procedures and routines for ensuring the information flow is
- 10 maintained; and
- 11 6. Proposed division of County insurance benefits.

12 B. Upon receipt of the request, the Department will evaluate the proposal and respond
13 to all below listed parties within thirty (30) days. The final written plan must be signed by both Job
14 Share partners, the Department Head, and the Human Resources Department Director, or designee,
15 and Local 17.

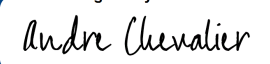
16 **FOR PROTEC 17:**

17 DocuSigned by:
18 
19 Youssef El Hamawi
20 Union Representative

21 **FOR PROTEC 17:**

22 DocuSigned by:
23 
24 Karen Estevenin
25 Executive Director

26 **FOR KING COUNTY:**

27 DocuSigned by:
28 
29 Andre Chevalier
30 Office of Labor Relations,
31 Executive Office

ADDENDUM A: WAGES

**PROTEC 17 – Departments of: Public Health and Community and Human Services –
Addendum A** (for all full-time regular, part-time regular, probationary, term limited temporary, part-time and temporary employees as these terms are defined in Article 21 - Definitions)

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
<i>Administrative Unit – C9</i>			
2110200	211204	Accountant	52
2110100	211103	Accountant - Assistant	46
4200100	421105	Administrative Office Assistant	29
4201100	421205	Administrative Specialist I	33
4201200	421306	Administrative Specialist II	37
4201300	421404	Administrative Specialist III	41
4201400	421503	Administrative Specialist IV	46
2101100	210102	Billing Analyst	45
2131100	214108	Business and Finance Officer I	53
2131200	214212	Business and Finance Officer II	58
4300100	431207	Customer Service Specialist I	32
4300200	431306	Customer Service Specialist II	36
4300300	431406	Customer Service Specialist III	40
7303100	733102	Data Administrator	50
4101100	411103	Fiscal Specialist I	34
4101200	411204	Fiscal Specialist II	38
4101300	411303	Fiscal Specialist III	42
4101400	411402	Fiscal Specialist IV	47
4400100	441101	Technical Information Processing Specialist I	32
4400200	441204	Technical Information Processing Specialist II	36
4400300	441303	Technical Information Processing Specialist III	40
4400400	441401	Technical Information Processing Specialist IV	45

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
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Health Professional, Technical Unit – C9A

3420100	341101	Application Worker	39
2250100	226101	Education Specialist	44
2251100	226206	Educator Consultant I	54
2251200	226308	Educator Consultant II	58
2251300	226405	Educator Consultant III	62
3427100	344102	Family Resources Coordinator	41
3421100	341203	Health Care Assistant	37
3422100	341302	Health Outreach Aide	35
3423100	341402	Health Program Assistant I	41
3423200	341502	Health Program Assistant II	45
3451100	341601	Healthcare Navigator I	39
3451200	341701	Healthcare Navigator II	44
7531100	754102	Laboratory Assistant I	28
7531200	754202	Laboratory Assistant II	33
3419100	341002	Medical Assistant	37
3424100	342102	Medical Interpreter	40
3424200	342202	Medical Interpreter / Translator	43
7537100	755702	Medical Technologist	46
7533100	755102	Microbiologist - Public Health	46
7533200	755202	Microbiologist - Public Health - Senior	50
3418100	340902	Nutrition Assistant	37
3425300	343202	Nutrition Consultant I	57
3425400	343402	Nutrition Consultant II	59
3425100	343102	Nutritionist I	52
3425200	343002	Nutritionist II	56
3320100	333102	Pharmacist	75
3321100	333302	Pharmacy Assistant	30
3320200	333202	Pharmacy Supervisor	79
3321200	333402	Pharmacy Technician	39
3115100	312202	Social Services Specialist	41
3116100	312307	Social Worker	53
3116200	213404	Social Worker - Senior	58

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
3429100	344302	X-Ray Technician	47

Public Health Administrative Support Supervisor Bargaining Unit – C9B

4207100	427102	Public Health Administrative Support Supervisor	55
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Environmental Health Professional, Technical Unit – C9C

5320100	535101	Health and Environmental Inspector	48
5321100	535204	Health and Environmental Investigator I	51
5321200	535301	Health and Environmental Investigator II	58
5321300	535403	Health and Environmental Investigator III	63
5328100	539102	Environmental Public Health Planner I	53
5328200	539202	Environmental Public Health Planner II	58
5328300	539302	Environmental Public Health Planner III	63
5323100	537101	MPRAF – Compliance Officer	58
5314100	532302	Permit Technician	43

Emergency Medical Services Unit – C9D

2252200	226607	Occupational Education and Training Coordinator	53
2252100	226502	Occupational Education and Training Instructor	44
2441100	243106	Project / Program Manager I	53
2441200	243205	Project / Program Manager II	58
2441300	243309	Project / Program Manager III	63
2441400	243405	Project / Program Manager IV	68

DCHS Involuntary Commitment Supervisor Unit – C9E

3111200	311201	Involuntary Commitment Supervisor	65
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Environmental Health Senior Professional Unit – C9F

5321400	535504	Health and Environmental Investigator IV	68
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ADDENDUM B:

SHARED STAFFING REOPENER AGREEMENT

Background. The County and Union (“Parties”) negotiated the original Shared Staffing Agreement (January 2019). However, due to Community Health Services Division program changes, and anticipated future program needs, a revised 2022 Shared Staffing Agreement is necessary.

The Parties agree to the following terms:

1. The Union will select participants to attend the discussion process for a 2022 *revised* Shared Staffing Agreement from among employees impacted by the Shared Staffing Agreement. Management will make a good faith effort to accommodate employee participation and will grant paid release time from regularly scheduled work hours as long as business needs are met. The Union recognizes operational needs must take priority while selecting/scheduling participants for this process.
2. CHS will provide a list of PROTEC17 employees impacted by Shared Staffing and the Union will select participants from that list.
3. Union agrees to meet for an initial discussion of the County’s revised Shared Staffing Agreement proposal no later than (30) calendar days after the Union has ratified the tentative agreement or as otherwise agreed upon by the parties.
4. Upon completion of a mutually agreed upon *revised* Shared Staffing Agreement, employees within the scope of the Agreement terms will become eligible for a \$4.00 per hour weekend premium for actual hours worked on weekends. Employees eligible for this premium will be ineligible for the compensatory time premium related to temporary schedule changes involving weekend work (see Section 15.4.).

ADDENDUM C:

DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

INVOLUNTARY COMMITMENT SUPERVISORS

King County (hereinafter the County) and PROTEC 17 (hereinafter the Union) agree that the collective bargaining agreement between the parties covering employees represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering employees occupying the classification of Involuntary Commitment Supervisor represented by the Union and employed in the Department of Community and Human Services. All of the terms and conditions of the Public Health Appendix 060 will apply to Involuntary Commitment Supervisors in the Department of Community and Human Services, except as set forth in this Addendum or as provided by the Coalition Labor Agreement (CLA). In those provisions of the Public Health agreement that do apply to Community and Human Services Involuntary Commitment Supervisors, the terms “Department” or “Health Department” shall be construed to also mean Department of Community and Human Services.

DCHS TERMS listed below provide specific employment terms to employees in the Involuntary Commitment Supervisor classification only. The following provisions supersede collective bargaining agreement provisions in effect between the Union and County covering employees in the Department of Public Health, Seattle and King County and apply only to Involuntary Commitment Supervisor employees of the Department of Community and Human Services.

ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY

Section 7.1. Step Placement and Advancement.

B. Full-time regular and part-time regular employees shall be granted step increases in salary rate upon completion of the probationary period when hired at the first step of the salary range. Succeeding step increases shall be granted on January 1 of each year. Term limited Temporary employees shall receive annual step increases from the date of hire.

1 **ARTICLE 10: HOLIDAYS**

2 **Section 10.1.** Holidays shall be provided in accordance with the terms set forth in the CLA
3 Article 10, except as modified below:

4 Whenever any holiday specified above falls upon a Sunday, the following Monday shall be
5 considered a holiday. Whenever any holiday specified above falls upon a Saturday, the preceding
6 Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or
7 Sunday, shall be recognized and paid pursuant to Section 4 on those actual days (Saturday or Sunday)
8 for employees who are regularly scheduled to work those days.

9
10 **ARTICLE 15: HOURS OF WORK**

11 **Section 15.1. Work Week.**

12 **A.** All full-time employees allocated into an FLSA-exempt position shall have a core
13 work schedule of forty (40) hours per week.

14 **B. Call Rotation.** Every third week, employees are responsible for taking calls after
15 hours and on the weekend. During call rotation, core work hours are 8 a.m. to 4:30 p.m. Monday
16 through Friday.

17 **Section 15.2. FLSA Exempt Employees Provision.** Employees are eligible to receive
18 Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for
19 Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

20 **ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, LAYOFF PRIORITY**

21 **Section 17.1 Layoff/Recall**

22 **A. Layoff:** Employees laid off as a result of a reduction of work and/or shortage of
23 funds shall be laid off according to seniority within classification. However, effective September 1,
24 2011, a less-senior employee will not be subject to layoff under the following conditions:

25 **1.** The average of the less senior employee’s evaluation scores from the prior
26 three full-year evaluations is more than 10% above the score of another employee within the
27 classification with greater seniority. (To calculate the 10% figure, the higher score is reduced by
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1 10%.)

2 2. The less senior employee has been employed in the Involuntary
3 Commitment Supervisor classification for at least two full performance evaluation cycles (time spent
4 in probationary status counts toward the two-year employment requirement).

5 Seniority shall be based on time in a paid status in a regular position of DCHS in the
6 bargaining unit, however, seniority will not continue to accrue after an unpaid leave exceeds thirty
7 (30) consecutive days. For purposes of this Article, time spent working in a bargaining unit position
8 in DCHS in a special duty capacity shall not count towards seniority. Employees subject to layoff
9 from a position in Public Health shall not be eligible to bump an employee in a DCHS bargaining
10 unit position. Employees subject to layoff from a position in DCHS shall not be eligible to bump an
11 employee in a Public Health bargaining unit position.

12 B. Recall: Employees laid off shall be recalled to the position from which the
13 employee was laid off in inverse order of layoff (i.e., those with the most seniority being recalled
14 first). Recall rights shall expire two years from the date of layoff.

15 **ARTICLE 18: GENERAL CONDITIONS**

16 **Section 18.1. Defense Against Claims.** In accordance with applicable provisions in the
17 King County Code, the County agrees to defend and pay any proper claim against its employees in
18 connection with any claims for damage and/or litigation arising from conduct, acts or omissions of
19 such employees in the scope and course of their employment with the Department.
20

21 **ARTICLE 20: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

22 **Section 20.1. Training**

23 A. The County recognizes the mutual benefit to be attained by affording training
24 opportunities to employees and shall provide information and access to training opportunities for its
25 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
26 limited to, the overall objectives of encouraging and motivating employees to improve their personal
27 capabilities in performance of specific tasks. Employees shall have equal access to training
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1 opportunities and five (5) days of training per year will be provided.

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Certificate Of Completion

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Certificate Pages: 5	Initials: 0
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Enveloped Stamping: Enabled	Carolyn Coleman
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	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 198.49.222.20


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Signer Events

Karen Estevenin
karen@protec17.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

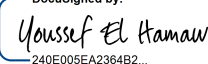
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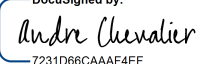
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Andre Chevalier
andre.chevalier@kingcounty.gov
Labor Relations Negotiator
King County Executive Department-OLR
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/8/2022 2:46:42 PM
Certified Delivered	Security Checked	7/13/2022 2:26:49 PM
Signing Complete	Security Checked	7/13/2022 2:27:20 PM
Completed	Security Checked	7/13/2022 2:27:20 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.