1		Master Labor Agreement (MLA) - Appendix 54 Agreement Between King County And	
2 3	Washing	gton State Council of County and City Employees, Council 2, Local 21HD Department of Public Health	
4		[070]	
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AGREEMENT BETWEEN

KING COUNTY AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL NO. 21-HEALTH DEPARTMENT, AFL-CIO

PREAMBLE

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These articles constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County (hereinafter referred to as the County or the Health Department) and Washington State Council of County and City Employees, Local 21-Health Department, AFL-CIO (hereinafter referred to as the Union).

11 The intent and purpose of this Agreement is to promote the continued improvement of the 12 relationship between the County and the employees represented by the Union by providing a uniform 13 basis for implementing the right of public employees to join organizations of their own choosing and 14 to be represented by such organizations in matters concerning their relations with the County, and to 15 set forth the wages, hours, and other conditions of bargaining unit employees, provided the County 16 has such authority to act on such matters. This Agreement shall be subject to approval by ordinance 17 by the County Council of King County, Washington. If the parties discover a clerical oversight or a 18 misunderstanding arises due to the Master Labor Agreement (MLA), the parties agree to first meet 19 and discuss the issue prior to filing any grievances or complaints.

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ARTICLE 1: NONDISCRIMINATION

Section 1. The County and the Union agree all terms and conditions of employment included
in this Agreement shall be administered and applied in a manner that is nondiscriminatory under
federal or state law, or County Ordinance which prohibit discrimination on the basis of one or all of
the following: race, color, age, sex, marital status, sexual orientation, political ideology, creed,
religion, ancestry, or national origin, or disability. Disputes arising under this article shall not be
subject to arbitration procedures provided in Article 5 of this Agreement.

27 Section 2. Whenever words denoting the feminine or masculine gender are used in this
28 Agreement, they are intended to apply to either gender.

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ARTICLE 2: RECOGNITION AND BARGAINING UNIT

Section 1. The County hereby recognizes the Union as the exclusive collective bargaining representative of Health Department employees whose job classifications are listed in the attached Addendum.

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ARTICLE 3: MANAGEMENT RIGHTS

Section 1. The right to hire, appoint, promote, discipline for just cause, improve efficiency, and determine work schedules and the location of Department facilities are examples of management prerogatives. It is understood that the Health Department retains its right to manage and operate its divisions except as may be limited by an express provision of this Agreement.

10 Section 2. Delivery of health services in the most efficient, effective, and courteous manner is of paramount importance to the County and, as such, maximized productivity is recognized to be 12 an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the County's and the Department's right to determine the methods, processes, and means 13 14 of providing health services, the right to increase or diminish operations, in whole or in part, the right 15 to increase, diminish or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the 16 17 bargaining unit.

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

Section 4. Payroll Reopener Language. The parties agree that applicable provisions of the 22 23 collective bargaining agreement may be re-opened at any time during the life of this agreement by the 24 County for the purpose of negotiating these standardized pay practices, to the extent required by law.

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ARTICLE 4: UNION MEMBERSHIP AND DUES

26 Section 1. It shall be a condition of employment that all employees covered by this 27 Agreement who are members of the Union shall remain members in good standing, or pay an agency 28 fee to the Union for their representation to the extent permitted by law. All employees hired in

positions covered by this Agreement on or after its effective date shall, on the thirtieth (30th) day
following such employment, become and remain members in good standing in the Union, or pay an
agency fee to the Union for their representation to the extent permitted by law. Employees who
qualify for exemption from this requirement based upon a good faith religious belief, or bona fide
religious tenets or teachings of a church or religious body of which the employee is a member, shall
contribute an amount equivalent to regular Union dues or agency fee to a nonreligious charity
mutually agreed upon by the employee and the Union.

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

Section 3. The Union agrees to indemnify and save harmless the County from any and all
liability resulting from the dues check-off system, the Union security obligation, and the religious
exemption requirements, except as delineated in Section 4 below.

17 Section 4. Failure by an employee to abide by the afore referenced provisions shall constitute 18 cause for discharge of such employee; provided, however, it shall be the responsibility of the Union 19 to notify the Health Department Director, with a copy to the Department of Executive Services. 20Human Resources Division Director, in writing when it is seeking discharge of an employee for 21 noncompliance with Section 1 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to 22 23 the Health Department Director (with copies to the affected employee and the Human Resources 24 Division Director of the Department of Executive Services). Accompanying the discharge letter shall 25 be a copy of the letter to the employee from the Union explaining the employee's obligation under Article 4, Section 1. 26

27 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
28 the employee for failure to abide by Article 4, Section 1, but provide the employee and the County

1 with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action. 2 during which time the employee may make restitution in the amount which is overdue. Upon receipt 3 of the Union's request, the Health Department Director shall give notice in writing to the employee, with a copy to the Union and the County that the employee faces discharge upon the request of the 4 Union at the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge 5 6 Letter" and that the employee has an opportunity before the end of said thirty (30)-calendar day 7 period to present to the Health Department Director any information relevant to why the Health Department should not act upon the Union's written request for the employee's discharge. In the 8 event the employee has not yet fulfilled the obligation set forth within Section 1 of this Article within 9 10 the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the Union shall thereafter reaffirm in writing to the Health Department Director with copies to the affected employee 11 12 and the County, its original written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate or unless the 13 14 Union rescinds its request for the discharge the County shall, as soon as possible thereafter, effectuate 15 the discharge of such employee. If the employee has fulfilled the union security obligation within the 16 thirty (30)-calendar day period, the Union shall so notify the Health Department Director in writing, 17 with a copy to the County and the affected employee. If the Union has reaffirmed its request for discharge, the Health Department Director shall notify the Union in writing, with a copy to the 18 19 County and the affected employee, that the Department effectuated, or that the Health Department 20 has not discharged the employee, setting forth the reasons why it has not done so.

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ARTICLE 5: GRIEVANCE PROCEDURE

22 The parties agree the terms set forth in the MLA Article 26 shall govern the grievance23 process.

24 ARTICLE 6: WORK STOPPAGES

The County, Department, and Union agree that the public interest requires the efficient and
uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or
eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall
not cause any work stoppage, strike, slowdown, or other interference with County and/or Department

functions by employees under this Agreement. The Union agrees to take appropriate steps to end
 such interference if it occurs. Employees shall not cause or engage in any work stoppage, strike,
 slowdown, or other interference with County and/or Department functions for the term of this
 Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall
 be subject to such disciplinary actions as may be determined by the County and/or Department,
 including but not limited to, the recovery of any financial losses suffered by the County and/or
 Department.

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ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY

Section 1. General Wage Increase. The General Wage Increases (GWI) are provided pursuant to the Total Compensation Agreement(s) and the MLA.

Section 2.

A. Pay Ranges: Pay ranges and pay range assignments shall be as set forth in
Addendum A.

B. Step Increases:

Salary increases upon completion of Probation. Prospective upon
 implementation of this agreement, employees may receive within-range increases from one step to
 the next higher step upon satisfactory completion of the probationary period. All probationary-period
 pay increases must be supported by documented performance appraisal. Probationary-period pay
 increases exceeding Step 5 must have prior written approvals by the Department Director.

20 2. Regular Step Increases. Step increases shall be granted on January 1st of
21 each year, and shall be based upon satisfactory performance.

Section 3. Economic and Fiscal Conditions Reopener. The parties agree when significant
shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
reopen negotiations for GWI when triggered by either an increase in the King County unemployment
rate of more than 2 percentage points compared with the previous year or a decline of more than 7%,
in County retail sales as determined by comparing current year to previous year. Data will be derived
from Washington State Department of Revenue. By no later than July 30th of each year of this
agreement, the county will assess whether the economic measurements listed above trigger contract

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reopeners on GWI for the subsequent year.

ARTICLE 8: VACATION LEAVE

Section 1. Vacation leave benefits shall be provided pursuant to the MLA Article 9 and Article 35.

ARTICLE 9: HOLIDAYS

Holiday leave benefits shall be provided pursuant to the MLA Article 10, except as provided below.

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Section 1. Holiday Pay for Employees on Alternative Work Schedules.

9 Benefit eligible employees scheduled to work an alternative work week, such as four ten-hour 10 days, shall be granted no more than ninety-six (96) holiday hours (to include Personal Holidays) per year. Benefit eligible employees working alternative work weeks whose departments close on a 12 designated holiday will be allowed to use accrued but unused time off (vacation or compensatory time) for time off that exceeds their standard work day or take leave without pay, or by mutual 13 14 agreement with the supervisor, the employee shall be allowed to work to make up the hours during that same work week. In no event will the rescheduling of hours in this manner be allowed if the 15 resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly 16 17 scheduled day off, the employee will have the option of receiving the holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the 18 19 actual holiday.

20 Section 2. Holiday Pay for Employees Working in a 24 hour facility. In each instance 21 noted below, holiday pay for work on a holiday is included in the bi-monthly pay schedule. In addition to this holiday pay for work on a holiday, employees working in a 24 hour facility will have 22 23 the following options:

24 A. Scheduled / Working: A benefit eligible employee has the option of payment for 25 actual hours worked at one and one half (1-1/2) times their regular straight time hourly rate or compensatory time for actual hours worked times the rate of one and one half (1-1/2). 26

B. Scheduled / Not Working: If a benefit eligible employee is normally scheduled 27 28 to work an eight (8) hour day, then no action is necessary other than submitting a leave request. If an

employee is scheduled for more than eight (8) hours, a vacation request must be submitted for time
 off beyond eight (8) hours. For example, if scheduled to work ten (10) hours, then the employee
 must submit a request for two (2) hours using vacation, compensatory time, or time without pay.

C. Not Scheduled / Working: A benefit eligible employee must be compensated for the holiday falling on a regularly scheduled day off. The employee must choose between eight (8) hours of Holiday pay or eight (8) hours of compensatory time earned at their regular straight rate. Employees will not be required to take compensatory time within thirty (30) days. For time spent working on a holiday that falls on a regularly scheduled day off payment for actual hours worked shall be paid at 1-1/2 times the hourly rate or compensatory time for actual hours worked at 1-1/2 times the hours worked.

D. Not Scheduled / Not Working: A benefit eligible employee must be
compensated for the holiday falling on a regularly scheduled day off. This employee must choose
between eight (8) hours of holiday pay or eight (8) hours of compensatory time earned at a straight
rate. Employees will not be required to take compensatory time within thirty days.

ARTICLE 10: SICK LEAVE, INDUSTRIAL INJURY AND BEREAVEMENT LEAVE

Section 1. Sick Leave. Employees shall accrue and use sick leave in accordance with the MLA Article 34.

Section 2. Wellness Incentive. Regular and term-limited temporary employees who have been employed for a full calendar year and during a calendar year use less than thirty-three (33) hours of sick leave, may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. This incentive shall be prorated for part-time employees.

Section 3. Industrial Injuries and Benefits. All employees shall be covered by the
County's Industrial Insurance Program except that any claim filed under the City's Industrial
Insurance Program prior to the date of transfer Date, whether still open or reopened after that date,
shall continue to be administered by the City of Seattle under its program.

A. Appeals of any denials under this Article shall be made through the Department of
Labor and Industries as prescribed in Title 51 RCW.

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B. Employees injured on the job cannot simultaneously collect sick leave and workers

compensation payments greater than net pay of the employee. Administrative rules will be
 established to allow for payments equal to net regular pay of employees qualifying under workers
 compensation.

Section 4. Bereavement/Funeral Leave – Employees shall receive bereavement leave pursuant to MLA Article 8.

ARTICLE 11: ORGAN DONORS LEAVE

Section 1. Leave for Organ Donors. The Department shall allow employees eligible for family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

Give the Department reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue, if there is a reasonable expectation that the employee's failure to donate may result in illness, injury, pain or the eventual death of the identified recipient.

Provide written proof from an accredited medical institution, organization or
 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
 or to participate in any other medical procedure where the participation of the donor is unique or
 critical to a successful outcome.

Section 2. Time off from work for the purposes set out above in excess of five (5) working days shall be subject to existing leave policies contained in this collective Bargaining Agreement.

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ARTICLE 12. LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY

Section 1. It is the policy of the County to recognize that pregnancy is a normal event in a woman's life and that provisions shall be made to provide all female employees (full-time regular or part-time regular) the opportunity to continue to participate in the work force during and up to three (3) months after a pregnancy.

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Section 2. A female employee, who upon the advice of her physician, cannot safely perform

all of the normal duties of her job due to pregnancy and who indicates a desire to continue working 1 2 prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon concurrence of the director receive consideration for temporary reassignment. The County shall, 3 4 where reasonably possible, accommodate a female employee's desire for medically approved continued employment during pregnancy and up to three (3) months thereafter via one (1) or more of 5 the three (3) alternatives listed. The first alternative shall have preference and assignments and/or 6 7 reassignments shall be given within an employee's department where possible. The Human 8 Resources Division of the Department of Executive Services shall be responsible for coordination of 9 the following limited duty alternatives:

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A. Temporary assignment to limited duties within the employee's classification;

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

C. Only if the director concurs that an employee cannot reasonably be accommodated by paragraphs Section 2.A or B in this Article, temporary reassignment of the employee can be made to another classification for which the employee is qualified but with lesser pay, to be assigned at the pay step closest to that which the employee was receiving in her normal job classification.

Section 3. The executive shall determine and facilitate any necessary interfund transfers when an employee is temporarily reassigned to another department.

Section 4. Limitations.

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

B. For the purposes of this Article, temporary incapacity is defined as the period during which because of pregnancy the employee cannot perform all of her regular duties but is 25 capable of performing a temporary limited duty assignment provided by the County as listed in 26 Section 2 of this Article and, for purposes of this Agreement, in no instance shall such temporary incapacity extend more than three (3) months after termination of the pregnancy. 27

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C. Female employees shall continue to be eligible for paid accrued vacation and sick

leave and leave of absence without pay pursuant to the personnel rules and provisions of this
 Agreement during the period of temporary incapacity due to pregnancy, pregnancy related
 conditions, and parenting.

ARTICLE 13: INSURED BENEFITS, HRA AND VEBA

Insured health benefits will be provided pursuant to MLA Article 25.

ARTICLE 14: UNION REPRESENTATIVES

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Section 1. The Staff Representative of the Union may, after notifying the Health Department official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of administering this Agreement. Such representative shall limit his/her activities during such visits to matters relating to this Agreement. Department work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 2. The County agrees that during working hours, on the County's premises, duly authorized employee representatives of the Union shall be allowed to post and distribute Union notices, attend authorized negotiations, joint labor management committee meetings, participate in contract administration meetings and present a packet of Union information to new bargaining unit members, with the prior or standing approval of management.

ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION

19 Section 1. Whenever a regular employee is assigned by the Department Director or designee to perform the duties of an employee at, or substantially the full duties of, a higher paid classification 20 21 for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for 22 such classification while performing such duties. An employee shall continue to be paid at the out of class rate while on a paid leave (i.e., vacation, sick leave, Holiday). If a working-out-of-classification 23 24 assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to 25 a special duty assignment. All special duty assignments shall be provided pursuant to MLA Article 15. 26

27 Section 2. Regular employees in a training capacity may be assigned work normally
28 performed by an employee in a higher classification, except that they will not be assigned the duties

1 || of a higher classification to circumvent the intent of Section 1 hereof.

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

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

Section 3. Employees covered by this Agreement may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

Section 4. Employees who are substantially bilingual and are assigned in writing to regularly
use their skill in a language other than English in the performance of their work duties will be paid a
bilingual premium of \$50 per month. Such employees will be required to demonstrate their bilingual
ability, but are not required to be certified by the State of Washington as a translator/interpreter.
Language proficiency in each case will be assessed by staff from King County Superior Court
Interpreter Services. The County retains the right to contract for translators/interpreters as
appropriate.

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ARTICLE 16: HOURS OF WORK AND OVERTIME

• 4/10 hour work days

19 Section 1. Eight (8) hours shall constitute a normal day's work and five (5) consecutive days
20 a normal week's work.

Section 2. Alternative Work Schedules. It is hereby agreed that the Department may,
notwithstanding Section 1 of this Article, upon notice to the Union, agree to a 4/10 or other
alternative work schedules affecting employees covered by this Agreement, subject to such terms and
conditions as established by the Department. An alternative work schedule is defined as any
schedule of hours of work other than the traditional five eight-hour days within a seven day work
week. Examples of alternative work schedules include but are not limited to:

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• 9/8-off alternating work week schedule. (The record keeping time-sheet for this

schedule must be one which meets the FLSA standards dividing between two work weeks mid shift 1 2 on the fifth day of work which is either 8 hours or a day off.) 3 In administering the alternative work schedule, the following working conditions shall prevail: • Overtime shall be paid for any hours worked in excess of forty (40) hours per week; 4 5 • Vacation benefits shall be accrued and expended on an hourly basis; • Sick Leave benefits shall be accrued and expended on an hourly basis; 6 7 • Holidays shall be granted in accordance with Article 9 of this Agreement; 8 • Employee participation shall be on a voluntary basis; 9 • The department retains the right to modify or revoke such schedule. When operationally feasible, the department will provide the employee at least thirty (30) days notice prior 10 11 to such change. Section 3. Employees covered by this Agreement shall be provided a fifteen (15)-minute rest 12 period during each half of their workday. 13 14 Section 4. Employees covered by this Agreement shall be provided an uncompensated meal 15 time which shall not exceed one (1) hour. Section 5. All work performed in excess of forty (40) hours in any work week or in excess of 16 17 the employee's regularly scheduled shift of not less than eight (8) hours shall be considered as 18 overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the hourly 19 regular rate of pay. 20 Employees hired into the Psychiatric Evaluation Specialist (PES) or Administrative Specialist 21 II (AS II) classification on or after January 1, 2003 shall be covered under the Local 21-HD collective 22 bargaining agreement provisions for overtime. Employees hired into the PES and Administrative 23 Specialist II classifications prior to January 1, 2003 shall be governed by the following: 24 Hours worked in excess of forty (40) hours in the work week shall be considered overtime, and shall be paid at the overtime rate of one and one-half (1-1/2) times the hourly regular rate of pay. 25 "Hours worked" shall include the following: 26 27 • Vacation, when such vacations are pre-approved and prescheduled; and 28 • Mandatory training for employees who are ordered to attend training on a particular Washington State Council of County and City Employees, Council 2, Local 21HD - Department of Public Health January 1, 2018 to December 31, 2020 *070MLAC0117* Page 12

1 || date/time when such training cannot be rescheduled to a non-overtime period.

"Hours worked" does not include sick leave, holidays, and other paid leave.

Section 6. For employees covered by this Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent between the employee and his/her supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). In no event shall compensatory time taken apply toward the FLSA workweek.

Section 7. Emergency Call Back. An employee covered by this Agreement who is called back to work after completion of his/her regular shift or work week shall be granted at least the equivalent of two (2) hours' pay at the applicable overtime rates.

All PES and AS II employees who are called back to work after completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be called out more than once in a twentyfour (24)-hour period.

Section 8. When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule.

Section 9. Two (2) days' advance notice shall be afforded employees covered by this Agreement when shift changes are required by their supervisor.

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Section 10. Meal Reimbursement (full-time regular or part-time regular).

21 **A.** When an employee is specifically directed by the Department to work two (2) 22 hours or longer prior to the beginning of or the end of his/her normal work shift of not less than eight 23 (8) hours and the employee actually purchases a reasonably priced meal away from the employee's 24 place of residence as a result of such additional hours of work, the employee shall be reimbursed for 25 the "reasonable cost" of the meal. In order to receive reimbursement, the employee must furnish the Department with a receipt for the meal no later than the beginning of his/her next regular shift: 26 27 otherwise the employee shall be paid a maximum of ten dollars (\$10.00) in lieu of reimbursement for 28 the meal.

B. The Department shall not reimburse for the cost of alcoholic beverages.

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

When an employee (full-time regular or part-time regular) is called out in an emergency to work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal workshift, said employee shall be eligible for meal reimbursement pursuant to this Section. Any time spent consuming a meal during working hours shall be without compensation.

8 **Section 11.** Whenever an employee covered by this Agreement is placed on standby duty by the Department, the employee shall be available at the predetermined location to respond to 10 emergency calls and, when necessary, return immediately to work. Employees who are placed on standby duty by the Department shall be paid at the rate of ten (10) percent of the employees' straight time hourly rate of pay for all hours assigned. 12

When an employee is required to return to work status while on standby duty, the standby pay shall be discontinued for the actual hours on work duty and compensation shall be provided in accordance with the provisions of this Article.

PES employees who are required to "stand by" for court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease and the callback provision outlined above shall apply when the employee reports to court if the report time meets the conditions described therein. If the employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

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Section 12. Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels.

23 As a guide to determining the granting of leave, the minimum PES staffing level at the Seattle 24 Facility will be two persons Monday through Friday roughly between the hours of 0800 and 1630. 25 At all other times, and all day on holidays, the minimum PES staffing level will be one person. Staffing levels may go below minimum at the discretion of the supervising authority. 26

Section 13. Psychiatric Evaluation Specialist (PES) Master Schedule.

PES employees shall normally be scheduled pursuant to a master schedule. Prior to

implementing any large-scale changes to a PES master schedule, the employer agrees to meet and
discuss such with the Union. Any changes to a master schedule shall be posted for bid by the
employees for a period of time to be determined by the parties, but not to exceed fourteen (14)
calendar days. Upon completion of the bid process, employee assignments shall be posted, except in
emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules have
not been changed for a period of three (3) consecutive years, then a schedule shall be opened for a

Section 14. Bid Process.

When a Psychiatric Evaluation Specialist position becomes vacant or new positions are 9 10 created, PES employees shall have the opportunity to bid, based upon seniority, for the shift and days 11 off of the position. Seniority is defined as total unbroken service in the same job classification or 12 classification series as measured by date in present job classification. Prospective upon implementation of this Agreement, time served as a Temporary Employee (as calculated by the 13 14 Union) shall count toward seniority if there is no break in service when hired into a career service 15 position in the same job classification. Notwithstanding future breaks in service or unpaid leaves of 16 absence, Psychiatric Evaluation Specialist shall retain their seniority status held on January 1, 2005 17 for purposes of bidding. A break in service is a voluntary quit, retirement or termination for just 18 cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. Employees 19 20 who transfer or promote to a different bargaining unit job classification without a break shall retain 21 accrued seniority in the previous classification, and begin to accrue seniority in the new classification 22 from the date of the probationary appointment.

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ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF

24 Section 1. Definitions. The following definitions shall apply for the purposes of
25 administering this Article.

A. Seniority is defined as total unbroken service in the same job classification or
classification series as measured by date in present job classification. Prospective upon
implementation of this Agreement, time served as a Temporary Employee (as calculated by the

1 Union) shall count toward seniority if there is no break in service when hired into a career service position in the same job classification. Notwithstanding future breaks in service or unpaid leaves of 2 absence, Psychiatric Evaluation Specialist shall retain their seniority status held on January 1, 2005 3 4 for purposes of layoffs. A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority 5 will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. Employees 6 7 who transfer or promote to a different bargaining unit job classification without a break shall retain 8 accrued seniority in the previous classification, and begin to accrue seniority in the new classification 9 from the date of the probationary appointment. Employees who leave Health Department 10 employment as a result of layoff may retain accrued seniority when they return to Health Department 11 employment within two years of layoff. Employees that incur a break in service as defined in this section that return to a bargaining unit position begin anew their classification and classification 12 series seniority. 13

14 B. Position Elimination/Change in FTE is any County initiated elimination, involuntary reduction or involuntary increase in the work hours (not to include overtime) for a 15 16 position that for seniority reasons does not constitute a layoff for the employee. Prior to the Department implementing a change in FTE, the employee subject to change in FTE shall be provided 17 18 with the "Position Elimination/Change in FTE Notice" options set forth in Section 4 of this Article. Employees occupying positions where "Temporary" increases or decreases in FTE last longer than 19 six months shall be provided with the "Change in FTE Notice" options set forth in Section 4 of this $\mathbf{20}$ 21 Article.

C. Layoff is the involuntary elimination or reduction of work hours (FTE) for the
employee(s) with the least amount of classification series seniority. An involuntary increase in the
standard working hours of a position shall create the same vacancy and bumping rights for employees
whose hours are increased as are created by the terms of this Article for employees in a
layoff/reduction in force situation.

27 D. Qualified means the employee possesses the qualifications (as determined by the
28 job description) required to be considered eligible to be appointed to the classification as a new hire.

Section 2. Transfer.

A. The transfer of an employee shall not constitute a promotion except as provided in Article 17, Section 2 (E) (3).

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B. Transfers within the Department of Public Health. The Department of Public Health Director or his or her designee may transfer a Public Health employee from one position to another position in the same classification within the Department without the approval of the Human Resources Division Director of DES, or designee, but such transfer shall be reported to Human Resources Division Director of DES, or designee within five (5) days of its effective date. It is understood by the parties that employees may be transferred at the discretion of the County in consultation with the Union as part of the budget planning process. The budget planning process concludes at the point the County Executive submits his or her budget to the King County Council.

C. Transfers from County departments into Public Health. Employees in County departments may transfer, if qualified, 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 DES, Human Resources Division Director or designee.

D. Transfers from Public Health to County departments. Any transfer from a
position in Public Health to a position in the same or similar classification 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.

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

1. Transfer to another classification 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 the transferee is capable of satisfactorily
 performing the duties of the new position.

1 2. Transfer, in lieu of layoff, may be made to a single position in another 2 classification in the Department upon showing that the transferee is capable of satisfactorily 3 performing the duties of the position, and that a regular employee or probationer is not displaced. 4 The affected employee shall complete a probationary period in the new classification. 5 3. Transfer, in lieu of layoff, may be made to a single position in another classification when such transfer would constitute a promotion or advancement in the service 6 7 provided a showing is made that the transferee is capable of satisfactorily performing the duties of the 8 position and that a regular employee or probationer is not displaced and when transfer in lieu of 9 layoff under Section 2(E)(2) of this Article is not practicable. Regular standing in the new classification may be attained by the employee only through examination and permanent regular 10 11 appointment. 12 4. Transfer may be made to another similar classification within Public Health with the same maximum rate of pay in the Department. The affected employee's status shall be 13 14 determined in accordance with Article 17, Section 2.E.2 of this Agreement. Section 3. Voluntary Reduction. 15 **A.** A regularly appointed employee may be reduced to a lower classification upon 16 17 his/her written request stating his/her reasons for such reduction, if the request is concurred with by 18 the Public Health Director and is approved by the DES, Division of Human Resources Director, or designee. Such reduction shall not displace any regular employee or probationer. 19 20 **B.** The employee so reduced shall be entitled to credit for previous regular service in 21 the lower classification and to other service credit in accordance with this Article. Upon a showing, concurred with by the Public Health Director that the reason for such voluntary reduction no longer 22 exists, the DES, Human Resources Division, or designee, may restore the employee to his/her former 23 24 status. Section 4. Notice of Anticipated Position Elimination/Change of FTE. 25 The following process shall govern for the purposes of administering this Section. 26 A. When the Department determines there is a need to eliminate, reduce, or increase 27 28 the working hours of existing filled positions (change in FTE), the Department shall identify by job Washington State Council of County and City Employees, Council 2, Local 21HD - Department of Public Health January 1, 2018 to December 31, 2020 *070MLAC0117* Page 18

1 classification and work site which position(s) are to be eliminated, decreased or increased. The 2 Department agrees to notify the Union at least thirty (30) days in advance, in writing, of any anticipated change in filled FTE. The Department will provide the following information to the 3 4 Union at least thirty (30) days in advance: the names, classification, and seniority information of 5 employees effected by a change in filled FTE; a seniority list for the classification impacted and a list of all vacant positions within the classification; a list of all probationary, TLT, Temporary and any 6 7 other provisional positions within the classification. The Department will hold the relevant positions 8 frozen until the entire process has been completed.

9 B. An incumbent employee in a position impacted by a change in FTE shall be
10 notified by the department at least thirty (30) calendar days prior to the effective date of the change.
11 The notice will include information about the options provided in this Section. A copy of the notice
12 will be provided to the Union. The employee shall be allowed fourteen (14) calendar days to elect
13 one of the following options:

14 1. The employee may request placement in a vacant position within the
 15 bargaining unit. In the case of an involuntary increase or decrease in hours, an affected employee
 16 shall be given first right of refusal over the increased or decreased hours before such position is
 17 posted. The Department must offer a vacant bargaining unit position of the same classification to an
 18 employee subject to a change in FTE, if the Department intends to fill the position. The Department
 19 will inform the employee and the union of all, available vacant bargaining unit positions that the
 20 Department intends to fill.

21 2. The employee may request placement into a vacant bargaining unit position
22 in another job classification, provided the employee is qualified.

3. The employee may displace (bump) the least senior employee in the same
job classification and equally budgeted FTE that does not result in a layoff provided the employee
has more classification seniority than the incumbent employee. If an equally budgeted FTE position
does not exist, then the employee may displace (bump) the least senior employee in the job
classification with the most equivalent FTE or may bump the least senior employee in the
classification.

1 4. The employee may on the basis of total bargaining unit seniority, bump the 2 least senior employee (regardless of FTE status), in any job classification previously worked in the bargaining unit or classification series, provided that a successful probationary period has been 3 4 completed in that classification. 5 5. An employee may choose to be laid off rather than exercise the options above. 6 7 **C.** When the Department determines to eliminate, reduce, or increase the hours of 8 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty 9 calendar days prior to the effective date. The notice will include information about the options 10 provided in Article 17, Section 4(B). A copy of the notice will be provided to the Union. The 11 employees shall be allowed fourteen calendar days to select their options under Article 17, Section 12 4(B) using the following procedure: 13 1. The employees will designate a first, second and third choice among the options 1 through 5 of Article 17, Section 4(B); 14 15 2. Option choices will be allocated in order of seniority, the most senior employee having priority; provided, however, bumping choices will be allocated according to item 3 16 17 below, and vacant positions will be allocated according to item 4 below. 18 3. It is the intent for bumping to proceed in reverse seniority order; that is, the 19 least senior employee will be displaced first. No employee may be bumped ahead of the least senior 20 employee in the same job classification and same FTE. The Department will provide employees subject to change in FTE with a list of positions held by the least senior employees within the 21 22 employees' job classification; the number of such positions will be equal to the number of positions 23 to be eliminated in that job classification. An employee may designate as an option a position from 24 this list which is not held by the least senior employee; however, the option will not be available 25 unless the lower-seniority employee(s) on the list is (are) displaced. 26 4. If two or more employees select the same vacant position, the position will 27 be offered to the most senior employee. An employee may choose to be laid off rather than 28 exercising the options above.

Section 5. Layoff.

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

5 Reduction of hours of any position covered under this agreement will be considered a layoff and subject to the provisions of this section. Employees with the least amount of seniority shall be 6 7 the first laid off and receive a layoff notice; however, in the event of two (2) employees having the same seniority, ability and skill shall be the determining factor on retention. An employee designated 8 for layoff within a specific classification may, on the basis of seniority, bump the least senior 9 10employee (regardless of FTE status), in any job classification previously worked in the bargaining 11 unit or classification series, provided that a successful probationary period has been completed in that classification or displace a Term Limited Temporary (TLT) employee or temporary employee 12 working in the current classification or any job classification previously worked in the bargaining 13 14 unit or classification series. Any employee bumping into a TLT or temporary position shall maintain 15 their layoff/recall rights pursuant to Section C and shall continue to accrue seniority and maintain step placement. The transfer of a regular employee into a TLT or temporary position shall not 16 17 convert such position to a regular, career service position.

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

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

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ARTICLE 18: SAFETY STANDARDS

27 All work shall be done in a competent and safe manner and in accordance with the state of28 Washington Safety Codes and the County's standards.

One employee representative may be designated to represent the Union on the Department's Field Worker Safety Committee.

ARTICLE 19: GENERAL CONDITIONS

Section 1. Provided pursuant to MLA Article 25.

Section 2. Whenever an employee covered by this Agreement is temporarily assigned by the Department Director or designee to work, i.e., perform his/her regular duties, at a location other than his/her normal place(s) of employment, any time, less meal time, consumed in traveling to and from the new location, shall be considered part of the workday. Any time consumed in this travel, less meal time, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

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

Section 3. Child Care Subsidy. Employees covered by this Agreement may receive benefits from the County's child care program if they meet the eligibility requirements.

Section 4. Bulletin Boards. Provided pursuant to MLA Article 23.

Section 5. Bus Passes. Provided pursuant to MLA Article 28.

Section 6. Psychiatric Evaluation Specialists may request materials relating to corrective counseling be removed from the employee's file after a twenty-four (24) month period unless another act of misconduct has been committed during the twenty-four (24) month period.

Section 7. License/Certification: Psychiatric Evaluation Specialists who are required to be licensed or certified as a condition of employment will have their license renewal fees reimbursed by the Department.

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Section 8. Pursuant to MLA Article 17 and the following:

25 The County shall not use "short term" temporary to supplant regular career service positions
26 in the bargaining unit.

27 Section 9. Where those duties covered by this Agreement are assigned to a different or new
28 classification in the Department, the Union will continue to be recognized as exclusive bargaining

representative for those duties. Any disagreement between the parties over the application of this section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

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Section 10. The Department may establish on-the-job training program(s) in a different classification and/or within another bargaining unit for the purpose of providing individuals an opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to implementation of such a program(s) relative to bargaining unit employees, the Department shall discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of either party.

10 Section 11. Training. The County recognizes the importance and value of providing
11 training opportunities. To that end, the department will continue to make every effort to allow
12 employees reasonable release time to attend training sessions and seminars in their field. In addition,
13 the department will continue to explore methods of providing training sessions and presentations in14 house to bargaining unit employees. Employees shall be entitled to a minimum of 3 days of paid
15 leave time annually for the purpose of attending training that is job related.

16 Section 12. The Department shall have the right to implement new public employment 17 programs or expand its current programs beyond what exists as of the signature date of this 18 Agreement. Where such implementation or expansion involves bargaining unit work and results in a 19 significant departure from existing practice, the Department shall give thirty (30) days' advance 20 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the 21 Department shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public 22 employment program which involves the performance of bargaining unit work with the Department, 23 24 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees 25 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement which recently had been occupied by a regular full-time employee that performed the 26 27 specific bargaining unit work now being or about to be performed by an individual under one of the 28 Department's public employment programs.

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ARTICLE 20: PROBATIONARY PERIOD

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

3 **Probationary employee** means an employee serving a probationary period in a 4 regular career service position. Probationary employees are temporary employees and excluded from career service under Section 550 of the charter. 5

Probationary period. There shall be a probationary period during which time a 6 7 probationary employee shall be evaluated by the appointing authority to determine qualification for 8 entry into the career service. The probationary period shall be determined by the Human Resources 9 Director, but shall be 12 months of actual service, and shall be served by those employees who have been newly-hired, demoted to a classification where a probationary period has not been served, 10 11 reinstated to a classification where a probationary period has not been served or transferred to a 12 classification where a probationary period has not been served, reemployed, or promoted (except as a result of reclassification). An employee's probationary period may be extended up to six (6) 13 14 additional months by written mutual agreement between the Department, the employee, and the Union, subject to approval by the Department of Executive Services Director or designee prior to the 15 expiration of the initial six (6)-month probationary period. 16

Full-time regular or part-time regular employee: An employee who has successfully 18 completed a six month probationary period and has had no subsequent break in service as occasioned by quit, resignation, discharge for just cause, or retirement. 19

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Section 2. Probationary Period/Status of Employee.

Employees who are appointed to regular career service positions shall serve a probationary period of twelve months, at which time they shall become regular employees.

23 **A.** The probationary period shall provide the Department with the opportunity to 24 observe a new employee's work, to train and aid the new employee in adjustment to the position, and 25 to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed the probationary period 26 unless the individual is dismissed under provisions of Section 3 below. 27

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C. A temporary career service exempt employee who accepts a career service position

may, at the discretion of the appointing authority, count all continuous employment in the same 2 position or performing the same work toward satisfying the probationary period requirement.

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Section 3. Probationary Period/Dismissal.

An employee dismissed during the probationary period shall not have the right to appeal the dismissal. When proper advance notice of the dismissal is not given, the employee may enter an appeal (for payment of up to five days' salary) which the employee would have otherwise received had proper notice been given. If such a claim is sustained, the employee shall be entitled to the appropriate payment of salary but shall not be entitled to reinstatement.

Section 4. Transfers During Probationary Period.

If a probationary employee is transferred to a different classification in the Health Department, the employee shall serve a complete probationary period in the new classification.

Section 5. The probationary period shall be equivalent to twelve months of service following appointment to a budgeted, career service position. Occasional absences due to illness, vacations, and military leaves shall not result in an extension of the probationary period, but upon approval of the Human Resources Division Director of the Department of Executive Services, an employee's probationary period may be extended so as to include the equivalent of a full twelve months of actual service where there are numerous absences.

18 Section 6. If the Department determines that the employee will not complete the probation period for a position to which the employee has promoted, demoted to a classification where a 19 20 probationary period has not been served, reinstated to a classification where a probationary period has 21 not been served or transferred to a classification where a probationary period has not been served, or 22 if the employee chooses not to complete this probation period, the employee is eligible to return 23 (revert) to the former position (or equivalent) if there is a vacancy. However, other employees will not be removed to create a vacancy for the employee. If the employee's former position is not 24 25 available, the employee will be terminated from employment and his/her name will be placed on a 26 bargaining unit recall list for a period of two years from the date of termination. Employees refusing placement to a position under this article in the same classification and FTE shall forfeit their recall 27 28 rights arising under this section.

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ARTICLE 21: LABOR-MANAGEMENT MEETINGS

The County, Department and the Union agree to hold Labor/Management meetings as necessary. These meetings will be called upon request of either party to discuss any subject of a general nature affecting employees covered by this agreement, including but not limited to safety issues. The responsibility for notification will be with the party initiating this process. Representatives of the Health Department can attend such meetings and shall be able to independently set such meetings with the Union with the concurrence of the Human Resources Division Director of the Department of Executive Services or designee. The Union shall be permitted to designate members and/or stewards to assist its staff representatives in such meetings.

10 The purpose of Labor/Management meetings is to deal with matters of general concern to the
11 Union and the Department. It is understood that such meetings are consultative in nature.

ARTICLE 22: SUBORDINATION OF AGREEMENT

13 Section 1. It is understood that the parties hereto and the employees of the Department are
14 governed by the provisions of applicable federal law and state law. When any provisions thereof are
15 in conflict with or are different than the provisions of this Agreement, the provisions of said federal
16 law or state law are paramount and shall prevail.

17 Section 2. It is also understood that the parties hereto and the employees of the Department
18 are governed by applicable County Ordinance and County Charter and said ordinances and charters
19 are paramount except where they conflict with the expressed provisions of this Agreement.

ARTICLE 23: SAVINGS CLAUSE

21 Section 1. The parties agree the savings clause shall be provided by the terms set forth in the
22 MLA Article 30.

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ARTICLE 24: ENTIRE AGREEMENT

24 Section 1. The Agreement expressed herein in writing constitutes the entire Agreement
25 between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 2. The parties acknowledge that each has had the unlimited right and opportunity to
make demands and proposals with respect to any matter deemed a proper subject for collective
bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except

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

ARTICLE 25: DEFINITIONS

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Section 1. "Short term" Temporary employees shall be paid for all hours worked at the first pay step of the hourly rate of pay set forth within Addendum A covering the classification of work in which he/she is employed. Any exception must be approved in writing by the Director of Public Health with notice to Local 21.

9 Section 2. A temporary employee shall pay to the Union, in lieu of the Union security
10 requirement under Article 4, a service fee in an amount equal to the Union's regular dues uniformly
11 required of regular Department employees.

Section 3. A "short term" temporary employee, other than probationary or term-limited, who
exceeds the calendar year limit of 1040 work hours will be eligible for compensation in lieu of leave
benefits at the rate of fifteen percent (15%) of gross pay for all hours worked, retroactive to the first
hour of employment and for each hour worked thereafter, and compensation in lieu of insured
benefits as provided in the King County Code.

17 Section 4. "Short term" temporary employees and term-limited temporary employees who
18 have worked in excess of 520 straight time hours within the previous twelve-month period, and who
19 are appointed to a regular position without a break in service shall have his/her time worked within
20 the previous twelve-month period counted for purposes of salary step placement.

ADTICI E 26. TEDM OF ACOFENDENT
ARTICLE 26: TERM OF AGREEMENT
The duration of this Agreement shall be in accordance with MLA Article 31.
APPROVED this day of March, 2018.
By: DowConstitu
King County Executive
SIGNATORY ORGANIZATION:
Suzette Dickerson
Staff Representative
Washington State Council of County and City Employees, Council 2, Local 21HD

cba Code: 070

Union Codes: D1 D1A

ADDENDUM A

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
7500100	758101	Disease Research and Intervention Specialist	49
7513100	751302	Epidemiologist I	58
7513200	751402	Epidemiologist II	62
3113100	311602	Psychiatric Evaluation Specialist	60
3113300	311901	Psychiatric Evaluation Specialist - Senior	65
7513600	751602	Social Research Scientist	62
7520300	752306	Environmental Scientist III	64
*All sa	lary ranges at	e on the King County Squared Table Salary S	Schedule.
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