

Master Coalition Labor Agreement (MLACLA) - Appendix 49
**Agreement Between King County
 And
 Office & Professional Employees International Union, Local 8
 Dental - Department of Public Health
 [037]**

King County's Revised Proposal dated 4/4/2022 joint working document)

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1 **PREAMBLE**

2 These articles constitute an agreement, the terms of which have been negotiated in good faith
3 between King County (hereinafter referred to as the Employer) and the Office and Professional
4 Employees International Union Local 8 (hereinafter referred to as the Union) representing employees
5 in Public Health-Seattle and King County (hereinafter referred to as the Health Department). This
6 Agreement shall be subject to approval by ordinance by the County Council of King County,
7 Washington. [\[TA 11/4/2021\]](#)

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8 **PURPOSE**

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

16 [\[TA 11/4/2021\]](#)

18 **ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

19 [The CLA shall apply to the individual bargaining unit’s employees in its entirety.](#)

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20 [\[TA 4/12/2022\]](#)

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21 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

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22 **Section 1.1. Union Recognition:** ~~The King County, hereinafter referred to as “the~~
23 ~~Employer”~~ or “the County” agrees to recognize the Union as the sole collective bargaining agent for
24 all full-time regular, part-time regular, and temporary Dental Assistants, and Dental Hygienists
25 employed by the Health Department, as referenced in the attached wage schedule marked
26 “Addendum A,” excluding all supervisory and confidential employees. [\[TA 8/30/2021\]](#)

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27 **Section 1.2. Union Coverage:** The Employer shall notify the Union within thirty (30) days
28 of the establishment of any new classification in the Dental Program of the department. Upon request

1 from the Union, the Employer shall consult with the Union as to the appropriateness of including any
2 new classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent
3 Agreement, shall be subject to a decision of the Public Employment Relations Commission. The
4 Union and the Employer shall negotiate over the rate of pay for all new classifications in the
5 bargaining unit. [\[TA 11/4/2021\]](#)

6 ~~Section 1.3. **Union Security and Membership:** It shall be a condition of employment that all~~
7 ~~employees covered by this Agreement who are members of the Union in good standing on the~~
8 ~~effective date of this Agreement shall remain members in good standing and those who are not~~
9 ~~members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day~~
10 ~~following the effective date of this Agreement, become and remain members in good standing in the~~
11 ~~Union or pay an agency fee to the union to the extent required by law. It shall also become a~~
12 ~~condition of employment that all employees covered by this Agreement and hired or assigned into the~~
13 ~~bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning~~
14 ~~of such employment, become and remain members in good standing in the Union or pay an agency~~
15 ~~fee to the union to the extent required by law. [\[TA 2/24/2022\]](#)~~

16 ~~Section 1.4. Nothing in this Article shall require an employee to join the Union who has bona~~
17 ~~fide religious beliefs which would prohibit the payment of dues and/or initiation fees to union~~
18 ~~organizations, in which case an amount of money equivalent to regular Union dues and initiation fee~~
19 ~~shall be paid to a non-religious charity mutually agreed upon by the employee affected and the~~
20 ~~bargaining representative to which such employee would otherwise pay the dues and initiation fee.~~
21 ~~The employee shall every thirty (30) days furnish proof that such payment has been made. [\[TA](#)
22 ~~[2/24/2022\]](#)~~~~

23 ~~Section 1.5. A temporary employee shall pay to the Union, in lieu of the Union membership~~
24 ~~dues under Section 1.3., a service fee in an amount equal to the Union's regular monthly dues~~
25 ~~uniformly required of regular Department employees uniformly required for bargaining unit~~
26 ~~members. [\[TA 2/24/2022\]](#)~~

27 **Section 1.6. Rosters:** By March 31 of each year, or, upon request by the Union, the
28 Employer shall send the Union a list of all employees covered by this Agreement and include their

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1 name, address, classification, rate of pay, hours worked, FTE status, and hire date. [KC withdraws
2 proposal; TA CCL 8/30/2021]

3 ~~Section 1.7. In the event an employee fails to apply for or maintain his/her membership in the~~
4 ~~Union or pay agency fees as required, the Union may give the Employer notice of this fact. Within~~
5 ~~twenty (20) days after receipt of such notice, if the employee has not obtained membership in the~~
6 ~~Union, the services of such employee shall be terminated by the Employer. [TA 2/24/2022]~~

7 **Section 1.8. Union Insignia:** Employees ~~who are members of the~~ who are represented by the
8 Union ~~in good standing~~ shall be permitted to wear, during work hours, any type of Union insignia
9 prescribed by their international or local organization. The wearing of such insignia ~~by a Union~~
10 ~~member~~ shall not be cause for discipline. This provision shall not excuse an employee from
11 following any departmental dress code. [TA 8/30/2021]

12 ~~Section 1.8.(a). Dues Deduction: The Employer agrees to deduct from the pay check of each~~
13 ~~employee who has authorized it, the regular monthly dues uniformly required of members of the~~
14 ~~Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees~~
15 ~~involved. Authorization by the employee shall be on a form approved by the parties hereto and may~~
16 ~~be revoked by the employee upon request. The performance of this function is recognized as a~~
17 ~~service to the Union by the Employer. [TA 2/24/2022]~~

18 ~~Section 1.9. Bulletin Boards: Are pursuant to Article 23 of the MLA.~~

19 ~~Section 1.9.(a). Hold Harmless: The Union shall indemnify, defend, and hold the Employer~~
20 ~~harmless against any and all claims made and against any and all suits instituted against the Employer~~
21 ~~arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the Employer~~
22 ~~under Sections 1.3. and 1.5 and 1.8 of this Article; [TA 2/24/2022]~~

23 **Section 1.9.(b). Union Notification:** Is pursuant to Article 20 of the ~~MLA~~ CLA, except as
24 modified in this Section. The Employer shall notify the Union promptly of all employees leaving its
25 employment. [King County withdraws proposal; TA CCL 11/8/2021]

26 **Section 1.10. Visitation:** An authorized Union representative may visit the work location of
27 employees covered by this Agreement for the purpose of investigating grievances and observing
28 working conditions. The visits shall not interfere with or disturb employees in the performance of

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1 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of
2 such visits in advance. Except as may be provided in other provisions of this Agreement, department
3 work hours shall not be used by employees ~~for the conduct of~~ to conduct Union business or the
4 promotion of Union affairs (e.g., conduction of elections and other internal Union business).

5 The Union shall provide the department head and the Director of Human Resources Division,
6 Department of Executive Services a written list of the names of all authorized Union staff
7 representatives; said list shall be kept current by the Union. Access to work locations shall only be
8 granted to Union staff representatives on the current list. [\[TA 8/30/2021\]](#)

9 **Section 1.11. Shop Steward:** The Employer agrees to recognize employees appointed and
10 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,
11 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings
12 on work time. The Shop Steward's work shall not be unreasonably disrupted because of ~~his/her~~ their
13 participation in grievance matters.

14 **Section 1.12. Meeting Rooms:** Where allowable, and after prior arrangements have been
15 made, the Department may make available to the Union, meeting space, rooms, etc. for the purpose
16 of conducting Union business, where such activities would not interfere with the normal work of the
17 County, nor incur additional costs.

18 **ARTICLE 2: DEFINITIONS**

19 **Section 2.1. Probationary Employee:** Newly hired employees in a regular career service
20 position shall serve a six(6) month probationary period. Probationary employees will be evaluated at
21 least quarterly. The probationary period is the period of time prior to the final step in the competitive
22 screening process for career service. Advancement through steps on the salary range will be as
23 provided in Article 9.3. Following successful completion of probation employees will be evaluated
24 annually. Probationary employees are temporary employees and excluded from Career Service under
25 Section 550 of the King County Charter. [\[TA 2/24/2022\]](#)

26 **Section 2.2. Full-Time Regular Employees:** "Full-time regular employee" means an
27 employee employed in a full-time regular position and, for full-time career service positions, is not
28 serving a probationary period.

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1 **Section 2.3. Part-Time Regular Employee:** “Part-time regular employee” means an
2 employee employed in a part-time regular position and, for part-time career service positions, is not
3 serving a probationary period. Under Section 550 of the charter, such part-time regular employees
4 are members of the career service. [KC withdraws proposal; TA CCL 11/4/2021]

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5 **Section 2.4. Part-time and Temporary Employees:** “Part-time and temporary employee”
6 means an other than a regular position in which the part-time or temporary employee is employed
7 less than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which
8 a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a
9 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.
10 Where the standard work week falls between thirty-five and forty hours, the manager, in consultation
11 with the department, is responsible for determining what hour threshold will apply. Part-time
12 position excludes administrative intern.

13 The Employer agrees that it will not use temporary and part-time employees to supplant
14 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be
15 exempt from all provisions of this Agreement except for Section 1.5., Section 2.4. and Article 11,
16 Grievance Procedure; provided however, Employees-employees shall be covered by the Grievance
17 Procedure solely for the purposes of adjudicating grievances relating to Section 1.5., Section 2.4. and
18 Article 11 of this Agreement. [TA 11/4/2021]

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19 **Section 2.5. Short-Term Temporary Employees Pay:** ~~Temporary Employees (other than~~
20 ~~term limited temporary employees)~~ Short-Term Temporary employees are not entitled to step
21 increases, holidays, vacation, ~~sick leave,~~ bereavement leave or other paid leaves, or health care
22 benefits, except where required by law. [TA 11/4/2021]

23 If a Short-Term Temporary employee exceeds 1040 hours worked in a calendar year, then the
24 employee shall be eligible to receive additional compensation and benefits per the Contingent
25 Benefits Offset policies of the King County Contingent Worker Manual, as amended, Part IX. [TA
26 3/8/2022]

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27 ~~Part time and temporary employees, other than probationary, provisional and term limited~~
28 ~~temporary employees, who exceed 1040 hours worked in a calendar year shall receive compensation~~

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

14 ~~Part time and temporary employees, other than probationary, provisional and term limited~~
15 ~~temporary employees, who exceed the applicable threshold will also be eligible for cash in lieu of the~~
16 ~~bus pass benefit provided to regular employees. The value will be determined based on the average~~
17 ~~annual cost per employee as determined in the adopted budget, prorated to an hourly equivalent based~~
18 ~~on the employee's normal work week, and will be paid retroactive to the first hour worked and for~~
19 ~~each hour worked thereafter until termination of employment or hire into a full time regular, part~~
20 ~~time regular, or term limited position. [TA 3/8/2022]~~

21 **Section 2.6. Temporary Employee Step Placement:** Temporary employees shall be paid at
22 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as
23 approved by the department for the job classifications contained in Addendum A.

24 **Section 2.7. Term-Limited Temporary:** "Term-limited temporary employee" means a
25 temporary employee who is employed in a term-limited temporary position. Term-limited temporary
26 employees are not members of the career service.

27 Term-limited temporary employees may not be employed in term-limited temporary positions
28 longer than the limits that are prescribed in the King County Contingent Worker Manual, as

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1 ~~amended, Part II (Term-Limited Temporary Employees), three years beyond the date of hire, except~~
2 ~~that for grant-funded projects, capital improvement projects, and information systems technology~~
3 ~~projects the maximum period may be extended up to five years upon approval of the Human~~
4 ~~Resources Division Director, Department of Executive Services. [TA 3/8/2022]~~

5 Term-limited employees shall receive paid leave and insurance benefits the same as a full-
6 time regular and part-time regular employee.

7 **ARTICLE 3: NON-DISCRIMINATION**

8 ~~The Employer and the Union agree that they will not discriminate against any bargaining unit~~
9 ~~member with respect to compensation, terms, conditions or privileges of employment by reason of~~
10 ~~race, color, age, sex, marital status, sexual orientation, gender identity and expression, creed, religion,~~
11 ~~ancestry, national origin, disability, Union activity, or military service. Both parties agree personnel~~
12 ~~actions may be taken to accommodate disabilities as may be required under the American with~~
13 ~~Disabilities Act (ADA) and Washington Law Against Discrimination. [TA 2/24/2022]~~

14 Complaints or charges under this Article shall be pursued through appropriate equal
15 employment opportunity agencies of the federal, county, city or state rather than through the contract
16 grievance procedure. The parties involved may request mediation to address matters related to this
17 Article if both the County and the Union agree that mediation is an appropriate dispute resolution
18 process. ~~[KC withdraws proposal second paragraph 11/4/2021]~~

19 **ARTICLE 4: EMPLOYMENT PRACTICES**

20 ~~Section 4.1. Discipline: Is pursuant to Article 27 of the MLA.~~

21 **Section 4.1.(a). Weingarten Rights:**

22 Employees shall have the right to the attendance of a Union representative at disciplinary
23 and/or investigatory meetings. Upon request, employees may receive a general description of the
24 nature of the investigation prior to the meeting. If the employee requests Union representation at
25 such a meeting, the employee shall notify the Employer and shall be provided reasonable time to
26 arrange for a representative to be present. If the employer has not informed the employee prior to the
27 meeting of the meeting's purpose and of the employee's right to have a representative present, the
28 employee may request adjournment for a reasonable time period until a representative can be present.

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1 [\[KC withdraws proposal; TA CCL 11/4/2021\]](#)

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

8 **Section 4.3. Employer Policies:**

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

13 **Section 4.3.(b).** The Union and the Employer agree to bargain the impact of such changes
14 which are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the
15 Employer agrees to bargain the impact and effects of such change. This Section 4.3.(b). may only be
16 grieved through Step 3 of the grievance procedure outlined in this Agreement. [\[KC withdraws](#)

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17 [proposal 3/8/2022; TA CCL\]](#)

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18 **Section 4.4. Hiring Priority and Procedure:** Candidates for vacant career service or TLT
19 bargaining unit positions shall be given preference in the following order:

- 20 1. Bargaining unit employees within the affected classification by seniority.
21 Employees that have formal discipline in the prior 12 months may be denied a request for voluntary
22 transfer on a case-by-case basis.
- 23 2. Career service bargaining unit employees eligible for Layoff/Recall rights
24 under this Agreement.
- 25 3. King County employees in the Disability Services Program.
- 26 4. King County employees in the Career Support Services Program.
- 27 5. External applicants, including King County employees and non-King
28 County applicants. TLT applicants are considered external applicants and subject to the competitive

1 hiring process.

2 The department will first give notice of vacant bargaining unit positions, including TLT
3 positions, to all bargaining unit employees within the affected classification. [This notice can be](#)
4 [provided as soon as the department becomes aware that there will be a vacancy. \[TA 3/22/2022\]](#)

5 Notice to all bargaining unit employees will be provided electronically and shall be posted for a
6 period of five (5) work days. The posting shall include the job classification, FTE, work location and
7 shift/hours for the vacancy.

8 At the time the vacancy is posted, the employer will request and remind all bargaining unit
9 employees to submit, within the five (5) day notice period, their name and any work site locations of
10 interest for transfer. Once the five (5) day notice period has expired, the employer will fill the initial
11 vacancy by seniority from among those in the same classification who indicated the location of the
12 vacancy as a location of interest for transfer. The resulting vacancy, and any/all subsequent resulting
13 vacancies, will be filled by seniority from among the employees who submitted, during the five (5)
14 day notice period, that location of vacancy as a place of interest for transfer.

15 ***Section 4.5. Temporary Alternative Workplace Request:*** If a Dental Assistant or Hygienist
16 is interested in experiencing the work environment at a different clinic location other than their
17 current work location for a temporary period of time, the employee should notify program
18 management of their interest via email. Management will review the request and attempt to
19 accommodate such requests on a case by case basis. Current incumbents at the worksite of interest
20 shall not be displaced in order to accommodate a temporary workplace request.

21 ***Section 4.6. Work Site Reassignment Transfers (FTE):*** Employees may transfer to vacant
22 positions on the basis of seniority in accordance with Section 4.4.(1) of this Agreement. In the event
23 an existing FTE position is being moved from one location to another (including where an FTE
24 position at one location is assigned to multiple locations on a regular basis), the County shall notify
25 the Union with no less than forty-five (45) days notice. Prior to implementing, volunteers for transfer
26 will be sought from among the employees working in the same classification at the site from which
27 the position is relocating.

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1 If multiple volunteers request the transfer, then the transfer will be conducted on the basis of
2 seniority. If there are no such volunteers, then the transfer will be conducted on the basis of inverse
3 seniority from among the employees working in the same classification at the site from which the
4 FTE position is relocating.

5 Nothing in this provision shall interfere with the employer's right to involuntarily transfer
6 employees or deny transfers requested under Section 4.4 or Section 4.6 for operational needs
7 (examples include: to mitigate or facilitate the investigation of workplace harassment, hostile work
8 environment, or workplace violence claims, or where a legal obligation exist for the County to
9 transfer an employee). The County shall have the right to involuntarily transfer employees or place
10 on administrative leave, if the County determines administrative leave is appropriate, without forty-
11 five (45) days advance notice in emergent situations. An emergent situation shall be construed to
12 mean an unforeseen circumstance which requires immediate action or change of plans (an example of
13 an emergent situation may include an unexpected hazard to the facility or property causing a shut
14 down).

15 In circumstances where management contemplates an involuntary transfer, the County will
16 provide forty-five (45) days advance written notice to the impacted employee(s) and the union prior
17 to the transfer date, except where emergent situations exist. Employees who have been involuntarily
18 transferred to a new work site in an emergent situation shall transfer back to their home worksite
19 within sixty (60) days from the date they were transferred to the new worksite. Additionally, the
20 County agrees to meet with the Union upon request to discuss any involuntary transfers. The County
21 agrees to avoid involuntary transfers and consider all other options as much as possible and shall
22 consider the individual hardships imposed on the employee prior to implementing transfers. An
23 involuntary transfer does not preclude an employee to request voluntarily transfer into a vacant
24 position under Section 4.4 and this Section 4.6. Employees will be notified in writing of the reason
25 when a transfer is approved or denied.

26 **Section 4.7. Performance Evaluations:** Under the current performance evaluation process,
27 at least one (1) performance evaluation will be completed during the employee's probationary period,
28 and annually thereafter unless there are extenuating circumstances.

1 The performance evaluation process shall be used as a method of measuring an employee's
2 performance based upon the goals and objectives of the position being evaluated. The County has the
3 responsibility to ensure performance evaluations are completed and that performance
4 feedback/evaluations are appropriately communicated to employees.

5 When a ~~dentist-Dentist~~ or a ~~dental-Dental supervisor-Supervisor~~ has a performance concern or
6 positive feedback to share, this information should be communicated to the ~~dental-Dental assistant~~
7 ~~Assistant~~ or ~~hygienist-Hygienist~~ as soon as reasonably possible to afford the ~~dental-Dental assistant~~
8 ~~Assistant~~ or ~~dental-Dental hygienist-Hygienist~~ an opportunity to receive feedback. When appropriate,
9 the ~~supervisor-Supervisor~~ and or ~~dentists-Dentists~~ should work with the employee to develop ideas
10 and suggestions to improve performance. [\[TA 8/30/2021\]](#)

11 Final performance evaluations will be placed in employee personnel files, but six~~th~~ month
12 feedback reviews will not be retained in personnel files.

13 Within ~~fourteen-14~~ calendar days of receiving a performance evaluation, an employee may
14 appeal to the Division Director (or designee) individual performance scores in the evaluation by
15 identifying each specific score(s) the employee is requesting to appeal. The employee should provide
16 written comments about why [they believe](#) each score does not reflect their performance for that
17 category. The Division Director (or designee) shall review the appeal comments, schedule a meeting
18 with the employee, and issue a final decision about whether to modify any score or comment in the
19 performance evaluation based on the appeal process. The Division Director or designee should issue
20 the appeal decision within fourteen calendar days of the appeal hearing to ensure the employee has
21 timely resolution to their appeal. In no event shall a failure to timely respond be construed as
22 implementation of the change sought by the employee in the appeal. [\[TA 8/30/2021\]](#)

23 **ARTICLE 5: HOURS OF WORK**

24 ***Section 5.1. Workweek/Workday:*** For regular full-time employees, eight (8) hours shall
25 constitute a normal day's work and forty (40) hours in any one week, between the hours of 7:00 A.M.
26 and 6:00 P.M., and five (5) consecutive days, shall constitute a normal workweek.

27 ***Section 5.1.(a).*** It is understood that the Employer may change the workweek/workday of
28 any job where the workweek/workday/ no longer meet the requirements of the business needs. The

1 Employer and the Union agree to meet to negotiate the effects of such a change if the Union so
2 requests. [KC withdraws proposal; understanding current practice continues; TA CCL
3 11/4/2021]

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4 **Section 5.1.(b).** The Employer agrees to notify the Union in advance of a significant work
5 schedule change, and to negotiate the effects of such change if the Union so requests.

6 **Section 5.1.(c).** Forty-five (45) days advance notice shall be afforded employees when non-
7 emergency involuntary permanent schedule changes are mandated by the Employer.

8 **Section 5.2. Meal and Break Periods:** It is the policy and goal of the County that each eight
9 (8) hour workday shall include one required unpaid meal period of at least thirty (30) minutes
10 approximately midway through the shift, and two (2) required paid break periods of fifteen (15)
11 minutes each. One additional paid break period of fifteen (15) minutes may be taken during each
12 three (3) hour overtime period. Where the nature of the work allows employees to take intermittent
13 rest periods equivalent to 15 minutes for each four-hour period worked, scheduled rest periods are not
14 required. Employees required to remain in the workplace during their meal period shall be paid.

15 **Section 5.3. Overtime:** All time worked in excess of forty (40) hours in one week shall be
16 paid at the contractual overtime rate of pay. (as established under the FLSA) shall be considered
17 overtime paid for at the rate of one and one half (1-1/2) times the regular rate of pay. All overtime
18 requires prior authorization by the Employer. [TA 4/12/2022]

19
20 In order to ensure that current pay practices relating to overtime can continue, the parties have
21 adopted the following language. When this contract is ratified and the new contract goes into effect,
22 this language will not result in implementation of any changes to current practices.

23
24 **Contractual daily overtime** shall be paid to employees who work more than their regularly
25 scheduled work day at the Contractual Overtime Rate in effect at the time the overtime work
26 is performed.

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27 **Contractual weekly overtime** shall be paid to employees for all hours worked in excess of
28 forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time
the overtime work is performed.

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1 The **Contractual Overtime Rate** for each overtime hour worked shall be one and one-half
2 times the combined amount of the employee's hourly base rate of pay, as specified in the
3 Addendum A wage table, plus any applicable hourly pay premiums in effect at the time
4 the overtime is worked that are contractually required to be included when calculating the
5 Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of
6 pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant
7 to the FLSA.

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8 [TA 4/12/2022]

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9 Employees required to work four (4) or more hours beyond their regular shift shall be
10 provided a meal allowance consistent with County policy. Where unique situations develop requiring
11 the need for Employees to work overtime at their applicable work site, if possible, such unique
12 overtime will be assigned on the basis of Seniority at their applicable work site. A unique overtime
13 situation shall not include the need for an Employee to remain in the workplace beyond their normal
14 schedule in order to complete work on a patient or a series of patients.

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15 **Section 5.3.(a) Compensatory Time Accrual:** All career service bargaining unit employees
16 shall have the option to unilaterally choose to bank up to 80 hours per year of compensatory time
17 instead of overtime pay under the following conditions:

- 18 1) When the Employer has pre-approved time worked in excess of 40 hours per week;
- 19 2) If pre-approval is not possible, but the overtime was necessary for direct patient
20 care or under the direction of the dentist.

21 Compensatory time shall be accrued at the rate of one and one-half (1-1/2) comp time hour
22 for each hour worked. Employees cannot be required to accept compensatory time instead of
23 overtime pay. ~~Any balance of comp time hours in excess of 40 hours as of the end of the pay period~~
24 ~~which includes December 31, shall have those excess hours cashed out.~~ Compensatory time must be
25 used during the calendar year in which it is accrued unless this is not feasible due to work demands.
26 The employee may then request, and the department director will approve, the carryover of a
27 maximum of 40 hours of accrued compensatory time. Compensatory hours that have been carried
28 over must be used within the first quarter of the new calendar year, in which case it will be cashed
out. [TA 4/4/2022]

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1 **Section 5.3.(b) Compensatory Time Usage:** An employee requesting time off using
2 compensatory time shall make arrangements in advance with their supervisor. Any time off request
3 using compensatory time is subject to authorization of the supervisor.

4 **Section 5.3.(c) Schedule Adjust (Flex Time):** Additionally, an employee who works time
5 beyond ~~his/her~~their regular schedule may make arrangements, upon mutual agreement with the
6 employee's supervisor, to adjust the employee's schedule at straight time during the same FLSA
7 workweek as the extra hours were worked.

8 **Section 5.4. Workweek:** Nothing in this Article 5 shall limit the Employer's ability to offer
9 the Employee an alternative work schedule or the Employer to consider Employee requests for same.
10 Once an alternative work schedule is established, changes shall be subject to the provisions of Article
11 5.1.(b) and 5.1(c). Alternative work schedules shall include, but are not limited to the following:

- 12 1. flextime work schedule, and
- 13 2. A 4/40 work schedule.

14 The following conditions shall apply with regard to 4/40 and 9/80 work schedules:

15 a) A normal workday may consist of ten (10) hours to be scheduled on four
16 (4) consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a
17 ~~recognized~~ holiday shall be paid ~~at the contractual overtime rate one and one-half (1-1/2) times the~~
18 ~~regular rate of pay plus in addition to~~ eight (8) hours of holiday pay at straight time. Upon mutual
19 agreement between the Employee and Employer, a compensatory day off with eight (8) hours of
20 straight-time pay may be substituted for holiday pay. If a holiday falls on a regularly scheduled day
21 off or during vacation, an employee shall receive straight-time pay for eight (8) hours. Employees
22 ~~working an alternative schedule~~ shall be paid ~~at the contractual overtime rate at the rate of one and~~
23 ~~one-half (1-1/2) times the regular rate of pay~~ for work beyond ten (10) hours in one day or forty (40)
24 hours in a workweek. [TA 4/12/2022]

25 b) A 9/80 alternating workweek schedule - the record keeping timesheet for
26 this schedule must be one which meets the FLSA standards dividing between two (2) workweeks
27 mid-shift on the fifth (5th) day of work which is either eight (8) hours or one day off.

28 **Section 5.5. Call-In Pay:** Should an employee be called in to work on a scheduled day off or

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1 after normal working hours, the employee shall receive not less than two (2) hours pay at the
2 ~~applicable contractual~~ overtime rate. [\[TA 4/12/2022\]](#) An employee shall be deemed to have been
3 called in only when the employee receives notice of work after having left the work site. If an
4 employee receives such notice of work before leaving the worksite, but after the end of the preceding
5 regular shift, the employee shall be deemed to have worked continuously. [\[TA CCL 11/4/2021\]](#)

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

- 8 1. Employees shall notify their supervisors as soon as they are aware they are unable
9 to report for work.
- 10 2. Employees may request and supervisors may approve the use of compensatory
11 time, vacation time, or leave without pay to cover time loss due to inclement weather.
- 12 3. Sick leave may not be used to cover time loss due to inclement weather.
- 13 4. Upon approval by the Employer, employees may report to work at another work
14 facility closer to their residence in the event of inclement weather.

15 ***Section 5.7. Work Reassignment & Travel Time:*** On occasion bargaining unit employees
16 may be asked to volunteer to serve a temporary assignment at a different Public Health Dental facility
17 or program than one's regularly assigned work site when agency or float coverage is unavailable.
18 When there are no volunteers, then the assignment should go by inverse seniority. If circumstances
19 prevent the least senior employee from filling the assignment, then volunteers at the site will be asked
20 again. If no volunteers agree to the assignment, the next least senior employee at the site will be
21 selected until the assignment is filled.

22 An employee who reports to their home worksite and is reassigned to work at another Public
23 Health Dental worksite, the time consumed in traveling to and from the new site shall be considered
24 part of the workday. Any additional time consumed in travel while returning to the employee's home
25 worksite beyond the employee's normal working hours, shall be compensated at the applicable
26 overtime rate. This provision does not apply to travel time to or from one's usual place of residence
27 to the place of work, unless so required by provisions of the FLSA. [\[KC withdraws proposal](#)
28 [3/8/2022; CCL\]](#)

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1 **Section 5.7. Report Pay:** Any employee who is scheduled to work and who is ready, able,
2 and willing to perform the duties of the classification, but is sent home by the County without
3 completing his/her shift shall be paid a minimum of four (4) hours of pay. ~~Report pay shall be~~
4 ~~included in the calculation of the employee's FLSA regular rate for purpose of payment for hours~~
5 ~~which qualify as overtime under FLSA. Report pay shall be included in the calculation of hours~~
6 ~~worked which qualify for overtime eligibility [TA 3/8/2022]~~

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7 **Section 5.8. Administrative Time:** Each bargaining unit member shall be allowed time
8 during their regular shift for administrative time on the County computer. [TA 2/16/2022]

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9 **Section 5.9. Jail Health Services Staffing Contingency Plan:** When a Dental Assistant who
10 works in Jail Health Services (JHS) reports to work and the dentist is unavailable, the employee will
11 be provided with the following options, as appropriate:

12 1. The Dental Assistant may request to remain on site to complete work, within the
13 Dental Assistant classification, that does not require the supervision or direction of a provider.

14 2. The Dental Assistant may request to be redeployed to a Public Health Dental Clinic
15 for the remainder of their shift.

16 3. Absent an emergent need at another clinic, the Dental Assistant may be sent home
17 in accordance with Section 5.7 above and may elect to use vacation accrual for the remainder of the
18 employee's shift. [TA 2/24/2022]

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19 **ARTICLE 6: HOLIDAYS**

20 **Section 6.1. Holidays Observed:** Employees covered by this Appendix shall be eligible for
21 holidays with pay as provided by Article 10 of the ~~MLA~~CLA, except as modified below.

22 **Section 6.2. Holiday Pay:**
23 ~~Section 6.2.(a). Personal Holidays:~~ Each employee shall receive two (2) additional personal
24 holidays pursuant to Article 10 of the MLA and to be administered through the vacation plan. These
25 days can be used in the same manner as any vacation day earned. [TA 2/24/2022]

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26 **Section 6.2.(b). Work on a Holiday:** Work performed on holidays shall be paid at one and
27 one half (1-1/2) times the regular hourly rate of pay in addition to the regular holiday pay (i.e., double
28

1 time and one half (2-1/2)). [\[TA 3/8/2022\]](#)

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2 ***Section 6.2.(c). Proration of Paid Holidays for Part-time Regular Employees:*** A part-time
3 regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based
4 upon straight time hours compensated during the pay period prior to the pay period in which the
5 holiday falls.

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

12 **ARTICLE 7: VACATION**

13 ***Section 7.1. Vacation Accrual:*** Employees covered by this Appendix shall be eligible for
14 vacation with pay as provided by Article [35-32](#) and Article 9 of the [MLACLA](#), except as modified
15 below. [\[TA 2/16/2022\]](#)

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16 ***Section 7.2.*** The minimum vacation allowance to be used by an employee shall be in
17 increments of one-tenth (1/10) of one hour, equal to six minutes.

18 ***Section 7.3. Vacation Scheduling:*** The County shall arrange vacation time for employees on
19 such schedules as will least interfere with the functions of the Department but which accommodate
20 the desires of the employee to the greatest degree possible following clinic site guidelines of vacation
21 submittal. Employee vacation requests shall be approved or denied in writing within ten (10)
22 workdays after submission to the Employer. Except in emergencies, scheduled vacation shall not be
23 denied once approved by the Employer.

24 ***Section 7.3.a.*** When two (2) or more employees submit vacation requests simultaneously
25 and only one (1) request can be approved, the employees will attempt to resolve the matter among
26 themselves. If it is not resolved, the request of the most senior employee will be approved.

27 ***Section 7.4. Vacation Usage Prior to a Leave of Absence:*** Employees must use all accrued
28 vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an

1 exception is approved by the ~~King County Human Resources Division Director, Department of~~
2 ~~Executive Services~~ Director of the Human Resources Department. [TA 2/16/2022]

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3 **ARTICLE 8: SICK LEAVE USAGE**

4 ***Section 8.1. Sick Leave Accrual:*** Employees covered by this Appendix shall be eligible for
5 sick leave benefits provided by Article ~~34-31~~ of the ~~MLACLA~~, except as modified below. [TA
6 2/16/2022]

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

2 **Section 8.2.(a).** The minimum sick leave allowance to be used by an employee shall be in
3 increments of one-tenth (1/10) of one hour, equal to six minutes.

4 **Section 8.2.(b).** The Health Department Director shall be responsible for proper
5 administration of the sick leave privilege. Written Department policies for sick leave will be
6 available to all employees and to the Union. ~~The employee may be required to furnish a certificate~~
7 ~~issued by a licensed health care provider or other satisfactory evidence of illness to the appointing~~
8 ~~authority for any requested sick leave absences of more than three (3) working days or if abuse of~~
9 ~~sick leave is suspected. [TTA 2/24/2022] Abuse. [KC modified proposal 11/8/2021] Use of sick~~
10 ~~leave for unauthorized purposes shall be grounds for disciplinary action in accordance with the Public~~
11 ~~Health-Seattle and King County "Attendance Management Policy" (PERS 18-2 (DPH DP), effective~~
12 ~~May 2, 2011). [TA 3/8/2022]~~

13 **Section 8.2.(c).** If an employee is injured or is taken ill while on paid vacation or
14 compensatory time off, in order to receive sick leave for that time, s/he shall notify the department
15 immediately upon return to work. A doctor's statement or other proof of illness or disability, while
16 on vacation or compensatory time off, must be presented regardless of the number of days involved.
17 ~~[KC withdraws proposal 3/8/2022; CCL]~~

18 ~~**Section 8.3. Wellness Incentive:** Employees who have worked a full calendar year within~~
19 ~~the bargaining unit and use less than thirty three (33) hours of sick leave in a calendar year may~~
20 ~~convert sixteen (16) hours of unused, accrued sick leave to 16 hours of personal vacation to be used~~
21 ~~in the next calendar year. This benefit shall be prorated for Part-time Employees. [TA 2/24/2022]~~

22 **ARTICLE 9: RATES OF PAY**

23 **Section 9.1. Pay Range Modifications:** The Employer and the Union agree that the
24 classification specifications of Dental Assistant & Dental Hygienists shall be compensated at the
25 established pay range negotiated by and between the parties as listed in Addendum A to this
26 Agreement, subject to changes pursuant to Section 9.2. ~~Effective January 1, 2018 all Dental~~
27 ~~Assistants not receiving the pay rate for Range 37 of the King County 10-Step Hourly Squared~~

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1 Schedule shall receive the Range 37 pay rate, matching step for step. [TA 2/24/2022; pending
2 verification of wage table]

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3 ~~Section 9.2. **Pay Increases:** All wage rates in effect for the classifications listed in~~
4 ~~Addendum A receive increases in accordance with the King County and Union Coalition “2017-2018~~
5 ~~Total Compensation” Memorandum of Agreement, Document Code: 000U0516 and in accordance~~
6 ~~with the MLA subject to the provisions outlined under Article 29 Coalition of Unions Incentive Pay.~~
7 General wage increases for this contract term will be granted pursuant to CLA Article 29. **[KC**
8 revised proposal 3/8/2022; pending verification]

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9 **Section 9.3. Step Increases:** Non probationary employees shall move through the steps in
10 their pay range based on longevity. Eligible employees not at Step 10 will advance one step each
11 calendar year, effective on January 1. Probationary Employees hired at Step 1 of their pay range
12 shall receive one (1) step increase after six (6) months of satisfactory service and one (1) step
13 increase each year of satisfactory service thereafter, effective on January 1. Probationary Employees
14 hired above Step 1 of their pay range shall receive a one (1) step increase on the next January 1 after
15 completion of at least six months of satisfactory service, or after successful completion of probation,
16 whichever comes first. [TA CCL 4/12/2022]

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17 **Section 9.4. Step increases for TLTs and STTs. Step increases for term-limited temporary**
18 are in accordance with the King County Contingent Worker Manual, as amended. Short-term
19 temporary employees are not eligible for step increases. **[TA 3/8/2022]**

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20 ~~Section 9.4. **Special Duty:** Is pursuant to Article 15 of the MLA.~~

21 **Section 9.5. Bilingual Premium Pay:** Employees may be assigned in writing to provide
22 bilingual, interpreter and/or translation services to the department and compensated a premium of \$50
23 dollars per month. This assignment will be renewed annually and may be terminated with thirty (30)
24 days written notice to the employee. It is understood by the parties that the work performed by the
25 bi-lingual speaker provided for under this Section shall not supplant the work of the Medical
26 Interpreter/Translator. Such employees will be required to demonstrate their bilingual ability, but are
27 not required to be certified by the State of Washington as a translator/interpreter.

28 **ARTICLE 10: LEAVES OF ABSENCE**

1 **Section 10.1. General Provisions:** The continuous service and seniority status of an
2 employee shall not be interrupted while on unpaid leave due to industrial injury, military service or
3 leave covered by the Employer’s Family-Medical Leave Ordinance.

4 ~~Section 10.2. Medical Leave and Family Care:~~ Is pursuant to Article 7 and Article 11 of the
5 ~~MLA.~~

6 ~~Section 10.3. Bereavement Leave:~~ Is pursuant to Article 8 of the MLA.

7 **Section 10.4. Court Leave:** All regular employees ordered to appear before a court of law in
8 a matter related to their employment in the Health Department shall be entitled to their regular pay;
9 provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County
10 Finance & Business Operations Division of the Department of Executive Services. Employees shall
11 report back to their work supervisor when dismissed from jury service. The employee’s supervisor
12 will advise employees of the method of charging for the absence prior to the appearance date.

13 ~~Section 10.5. Military Duty:~~ Is pursuant to Article 2 of the MLA. ~~[TA 2/24/2022]~~

14 **Section 10.6. Leave Without Pay:** Is pursuant to Article 3 of the ~~MLA~~(CLA) except as
15 modified below. Except where a leave of absence is taken in conjunction with a worker’s
16 compensation claim, leaves of absence without pay are administered as follows:

17 1. Leaves of absence without pay shall be for periods not to exceed one year except
18 that the ~~Department of Human Resources Division~~ Director, ~~Department of Executive Services~~ may,
19 in special circumstances, grant an extension beyond one year. ~~[TA 2/16/2022]~~

20 2. Other employee benefits shall not accrue to the employee while on leave of
21 absence without pay except as otherwise provided by ordinance.

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

25 4. A leave of absence may be revoked upon evidence submitted to the department
26 director indicating that the leave of absence was requested and granted under false pretenses, or that
27 the need for the leave of absence has ceased to exist.

28 5. When a leave of absence without pay is used in conjunction with paid leave time,

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1 the total paid leave time must always be used at the beginning of the period of absence and may not
2 be interspersed in the period of the leave of absence without pay.

3 **Section 10.7. Industrial Accident Leave:**

4 **Section 10.7.(a).** Employees shall continue to accrue service credit and seniority for the
5 purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as
6 a result of employment with the Employer covered by workers compensation insurance.

7 **Section 10.7.(b).** Sick leave may be used to supplement the amount of compensation received
8 by an employee for workers compensation insurance, up to the amount of the employee's net regular
9 pay. Under no circumstance may the combined amount of workers compensation insurance and sick
10 leave benefits exceed the employee's net regular pay received prior to the industrial accident.

11 **Section 10.8. Transitional Duty (Light Duty) Assignments:** Transitional duty assignments
12 consist of short-term work assignments for employees who may have temporary medical restrictions
13 precluding them from performing one or more essential job functions. All transitional duty
14 assignments will be provided consistent with PER 22-6 (AEP) as amended.

15 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURE**

16 **Section 11.1.** The grievance procedure is pursuant to Article 26 of the [MLACLA](#), except as
17 modified below.

18 **Section 11.2. Information Requests:** Upon request, the County and the Union may mutually
19 delay a scheduled grievance hearing to provide sufficient time for the Union to receive or review
20 information requested related to a grievance.

21 **Section 11.3.** A designated shop steward and grievant(s) shall be granted reasonable paid
22 release time by their immediate supervisors for the purposes of attending the grievance meetings
23 including for mediation and/or an arbitration hearing when such meetings occur during the
24 employee's regularly scheduled hours.

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

27 Such time spent outside of the employee's regularly-scheduled hours is unpaid.

28 **Section 11.4. Unfair Labor Practice(s) Resolution:** The parties agree that thirty (30) days

1 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
2 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
3 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
4 relief for the alleged Unfair Labor Practice.

5 **Section 11.5. Dispute Resolution Procedure:** The Union and the County agree it is in the
6 best interest for employees and the County to have a productive workplace and to resolve differences
7 or disputes before they escalate to a complaint to an outside agency. For disputes that arise in the
8 workplace that do not constitute an alleged violation of the contract such as co-worker to co-worker
9 conflict or worker and supervisor conflict, or other conflicts and complaints, employees may request
10 mediation as a mechanism for dispute resolution through the King County Alternative Dispute
11 Resolution Program. Participation in mediation is voluntary and requires mutual consent from all
12 parties involved.

13 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS ORAL HEALTH**
14 **PROGRAM**

15 ~~Section 12.1. Group medical, dental and life insurance programs will be maintained in~~
16 ~~accordance with the King County and Union Coalition "2017-2018 Total Compensation"~~
17 ~~Memorandum of Agreement, Document Code: 000U0516 and Article 25 of the King County~~
18 ~~Coalition of Unions MLA. [TA 2/24/2022]~~

19 **Section 12.2.** Bargaining unit members in the Oral Health Program will be entitled to
20 immediately access their health benefits upon their sabbatical return on October 1st of each year.

21 **ARTICLE 13: HEALTH AND SAFETY**

22 **Section 13.1.** The Employer agrees to comply with all applicable federal, state and local laws
23 and regulations regarding health and safety.

24 **Section 13.2.** The County will continue to monitor the safe use of nitrous for clients and
25 employees.

26 **ARTICLE 14: REDUCTION IN FORCE AND CHANGE IN FTE**

27 **Section 14.1. Notice and Order of Layoff:** In the event of a reduction in force due to lack of
28 work and/or lack of funds or considerations of efficiency, the employer shall notify the Union and the

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1 impacted employee(s) of any reductions in force not less than forty-five (45) days prior to the layoff
2 taking effect. Layoffs shall be conducted by order of seniority and shall be defined as an employee's
3 adjusted service date within a classification. The position(s) to be eliminated shall be at the sole
4 discretion of the Employer. If the Employer determines that an employee possesses a unique skill or
5 abilities which are essential to the operation of the division, the Employer may retain such an
6 employee and need not lay them off under the seniority-based layoff procedure of this Article 14.
7 Prior to initiating any layoff(s) the employer will first seek volunteers from the affected classification.
8 When there are no volunteers, the least senior employee(s) in the affected job classification shall be
9 laid off first; however, in the event of two (2) employees having the same seniority in the affected job
10 classification, ability and skill, shall be the determining factor on retention.

11 If the employee to be laid off (the least senior in the classification) is at a site other than the
12 site where the position will be eliminated, then the vacancy created by the layoff will be filled using
13 the transfer process as outlined in Section 4.4 of this Agreement. If, after having administered the
14 process outlined in Section 4.4, there are no volunteers to transfer to the vacant position (i.e., the
15 position vacated by laying off the least senior employee in the classification), or if the process does
16 not result in the necessary reduction of staff at the site from which the position is eliminated, then the
17 least senior employee from that site (where the position is eliminated) will be transferred to the
18 vacancy resulting from the administration of Section 4.4. [\[TA CCL 4/12/2022\]](#)

19 Transfers due to layoff under this Section are not subject to the exception as described in
20 4.4(1) regarding discipline. [\[TA CCL 4/12/2022\]](#)

21 **Section 14.2. Bumping:** In any layoff, more senior employees, if qualified, as determined by
22 the Health Department, shall be entitled to bump less senior employees, the intent being that the least
23 senior employees be laid off first.

24 Employees in the bargaining unit who are laid off may bump into other positions in the
25 bargaining unit if they meet all of the following criteria:

- 26 1. The employee to be bumped has less ~~Seniority~~ seniority in the lower classification
27 than the employee who elects to bump; and [\[TA 2/16/2022\]](#)
- 28 2. The employee to be bumped is at the same or lower pay range than the employee

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1 who elects to bump; and

2 3. The employee electing to bump has previously completed probation in a lower
3 level bargaining unit classification and performed the duties of the person (including work unit and
4 function) ~~he/she~~the employee is electing to bump.

5 **Section 14.3. Placement:** The Employer will attempt to place all employees scheduled for
6 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
7 ~~Human Resources Division~~Department of Human Resources Director, ~~Department of Executive~~
8 ~~Services~~. Additionally, employees may access King County Career Support Services for layoff/recall
9 placement services in addition to their recall rights under this Agreement. [TA 2/16/2022]

10 **Section 14.4. Recall:** All employees who are laid off shall be placed on a recall list with the
11 employee with the most ~~Seniority~~seniority being recalled first. A laid-off employee may be removed
12 from the department recall list for any of the following reasons: [TA 2/16/2022]

- 13 1. The expiration of two (2) years from the date of layoff.
- 14 2. Re-employment within the County in a comparable position or job class.
- 15 3. Failure to accept employment in a comparable position or job class or to report to
16 work.
- 17 4. Failure to appear for a job interview after notification by telephone or by mail
18 addressed to the employee’s last address on file with King County.
- 19 5. Failure to respond within ten (10) work days to a communication regarding
20 availability of employment.
- 21 6. Request in writing by the laid-off employee to be removed from the list.

22 **Section 14.5. Change in FTE:** A change in FTE occurs when the number of employees at a
23 site remains the same, but the number of work hours of an individual employee is increased or
24 decreased. The employer may increase/decrease FTE(s) within the bargaining unit pursuant to the
25 following procedures:

- 26 1. The employer will notify the union and the employee(s) at the site where the need
27 to increase/decrease a position’s FTE exists. The notice will occur as soon as possible, but not less
28 than forty-five (45) days prior to the increase/decrease taking effect; provided this provision shall not

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1 require the employer to disclose elements of a proposed department budget prior to the transmittal of
2 that proposed budget to the King County Council.

3 2. The employer will solicit volunteers from the site where the increase/decrease is
4 needed. If more than one employee volunteers for the FTE increase/decrease, management shall
5 select from among those volunteers based upon the knowledge, skills, and abilities, as well as the
6 performance of the employees. Such decision will not be arbitrary or capricious. Employees who
7 volunteered but were not selected for the increase/decrease may request a written explanation for the
8 basis for the selection made.

9 3. If there are no volunteers for the increase/decrease, the least senior employee in the
10 designated classification at the site where the increase/decrease is to occur will be selected for the
11 increase/decrease. Should there be a tie in seniority date among more than one employee at that site,
12 then the employee with the highest King County employee identification number will be selected for
13 the increase/decrease.

14 4. The employee selected for the increase/decrease shall be afforded the following
15 options should the increase/decrease in FTE create a hardship for him/her:

16 a. The employee may accept the increase/decrease on an on-going basis and
17 not participate in the layoff/recall program; or

18 b. Accept the increase/decrease in the FTE and participate in the layoff
19 program for referral to comparable positions that become available within two years following the
20 change in FTE; or

21 c. Choose to be laid off on the effective date of the increase/decrease and
22 participate in the layoff/recall program for referral to comparable positions that become available
23 within two years from the date of layoff; or

24 d. Voluntarily retire or resign and do not participate in the layoff/recall
25 program.

26 **ARTICLE 15: EDUCATION AND TRAINING**

27 *Section 15.1.* The Health Department and the Union agree continuous updating of
28 employee's skills and knowledge is beneficial to providing quality health care services to the public.

1 The County recognizes the mutual benefit to be attained by affording training opportunities both
2 internally and externally. Therefore employees covered by this Agreement are encouraged to take
3 advantage of opportunities available for continuing education and professional development both in
4 their field or to pursue other career opportunities. To that end, the Health Department will continue
5 to have this as a goal, making every effort to allow employees reasonable time, subject to Health
6 Department staffing needs, to attend training sessions and seminars ~~in their field~~. Employees covered
7 by this Agreement will be allowed a minimum of three (3) days of paid time per calendar year for the
8 purpose of attending job related training or professional development requested by the employee and
9 approved by the Health Department. The County shall provide an education stipend of up to
10 ~~\$250~~\$300 per year for Dental Assistants and for Dental Hygienists to attend County-approved
11 training. [TA 2/16/2022]

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12 ***Section 15.2. Papooosing Services:*** Annually, Dental Assistants who are required to provide
13 papooosing services will be provided training of such techniques paid for by the DOPH (Dental
14 Program). Papooosing services or pediatric behavior management training, at a total cost not to
15 exceed \$1500 per year, will be provided by an accredited organization if an accredited organization is
16 locally available.

17 *Section 15.3. Papooosing Premium: Career Service and/or term limited temporary*
18 *bargaining unit employees assigned to work at Columbia on a regular basis who participate in*
19 *papooosing shall receive an additional \$50.00 per month. This premium shall only apply to employees*
20 *who regularly participate in papooosing at Columbia. [TA 2/16/2022]*

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22 **ARTICLE 16: MISCELLANEOUS**

23 ***Section 16.1. Uniforms:*** The County shall provide scrubs and cleaning service for scrubs for
24 Dental Assistants and Dental Hygienists with the exception of the Oral Health Program employees
25 who will continue to use disposable protective wear provided by the County.

26 ***Section 16.2. Dental Hygienist License and Dental Assistant Registration Fees:*** The
27 Employer shall pay for the Dental Hygienist annual state license fee and shall pay for the Dental
28 Assistant annual state registration fee. All Dental Hygienists and Dental Assistants must meet

1 Washington State licensing and registration requirements as a condition of hire and continued
2 employment. Dental Hygienists and Dental Assistants failing to maintain necessary licenses or
3 certifications will be terminated from employment; however, an employee whose license/certification
4 has lapsed will be afforded up to three business days to obtain and submit the necessary proof of
5 having obtained the license/certification. Employees may use vacation or comp time leave during
6 these three days. If the employee is out of vacation or comp time, these days will be unpaid leave.
7 The county will arrange and provide HIV/AIDs training that meets the state’s requirement for Dental
8 Assistant Registration for all Dental Assistants employed with the county prior to May 1, 2008.

9 ~~Section 16.3. Automobile Usage: Is pursuant to Article 24 of the MLA.~~

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

14 ~~Section 16.5. Transportation Benefits: Are pursuant to Article 38 of the MLA.~~

15 **Section 16.6. Labor-Management Committee:** The parties agree to form a Labor-
16 Management Committee that may meet quarterly, if desired.

17 **Section 16.7.** Any bargaining unit members may volunteer to participate in King County
18 sponsored committees. If selected they shall be entitled to serve on work time.

19 **Section 16.8. Dental Assistant Float Pool Reopener:** ~~During 2017 small table negotiations~~
20 ~~the County and the Union agree to re-evaluate the ability and necessity to create a float pool for~~
21 ~~Dental Assistants after implementation of the Electronic Medical Records go live in the dental~~
22 ~~clinics. The parties shall meet and bargain the impacts no later than the second quarter of 2018. The~~
23 ~~topics to be discussed shall include but will not be limited to, options to utilize current career service~~
24 ~~part-time Dental Assistants, training on the electronic medical record, FTE(s) and career status of the~~
25 ~~float pool, hours of operation, and scheduling assignments. The Employer implemented float pool~~
26 ~~assignments by employing two part time TLT Dental assistant classifications. The float pool was~~
27 ~~established using the rights afforded under Article 17 regarding the creation of a float pool position~~
28 ~~and the direction of employees in the floating capacity. CLA Article 24 Reimbursement For Personal~~

1 [Transportation shall cover applicable transportation reimbursement and Appendix Article 5, Section](#)
2 [5.6 shall cover time worked when an employee is required to travel from an initial worksite to](#)
3 [another worksite in the same workday. \[TA 2/24/2022\]](#)

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5 **ARTICLE 17: MANAGEMENT RIGHTS**

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

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

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

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

28 **Section 18.1.** The Employer and the Union agree that the public interest requires efficient and

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

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

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

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ARTICLE 19: DURATION

Is pursuant to Article 31 of the MLA.

APPROVED this _____ day of _____, 2018.

By:

King County Executive

For Office & Professional Employees

International Union, Local 8:

Amanda Montoya

Union Representative

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1 **Addendum A**

2 **WAGES**

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4 ~~Effective January 1, 2018, the~~ The following classifications ~~will be~~ are paid
5 at the ranges provided below as established by the
6 King County 10-step Hourly Squared Schedule [\[TA 2/16/2022\]](#)

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Job Class Code	PeopleSoft Job Code	Classification Title	Range
3331100	334101	Dental Assistant	Range 37
3332100	334201	Dental Hygienist	Range 62

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Addendum B – Continuation of current practices relating to wage and hour law

The adoption of the following provisions is to allow for the continuation of certain practices. This Exhibit requires no implementation and will not result in any changes.

In order to allow for the continuation of intermittent breaks and paid meal periods, as authorized in Article 5.2, the parties confirm:

For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by State law.

S:Tentative Agreement to Vote/KC Dental Appendix TA 2022.doc
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