

Master Labor Agreement (MLA) - Appendix 21
Agreement Between King County
And
Office & Professional Employees International Union, Local 8
Departments: Public Health (Prevention Division), Community & Human Services (Behavioral
Health and Recovery Division)
[038]

King County's revised proposal presented 3/23/2022

GLOBAL TA 8/24/2021 – REMOVAL OF GENDER-SPECIFIC LANGUAGE

9	PREAMBLE (in addition to MLA)	1
10	PURPOSE and INTENT	1
11	ARTICLE 1: UNION MANAGEMENT RELATIONS	1
12	ARTICLE 2: DEFINITIONS (in addition to MLA)	4
13	ARTICLE 3: NON-DISCRIMINATION	6
14	ARTICLE 4: EMPLOYMENT PRACTICES (Includes MLA Job Posting Article)	6
15	ARTICLE 5: HOURS OF WORK (Includes MLA After Hours Support Article)	8
16	ARTICLE 6: HOLIDAYS <u>WORKED</u> (in addition to MLA)	10
17	ARTICLE 7: VACATION <u>SCHEDULING</u> (in addition to MLA) AND	
18	<u>INCREMENTS</u> VACATION LEAVE	
19	<u>CAP</u> (PER MLA) 10	
20	ARTICLE 8: SICK LEAVE <u>ADMINISTRATION</u> (in addition to MLA)	11
21	ARTICLE 9: RATES OF PAY (in addition to MLA and Total Compensation Agreement) ..	11
22	ARTICLE 10: LEAVES OF ABSENCE -Per MLA (Articles 8, 5, 2, and 3,	
23	<u>and in addition to MLA)</u>	12
24	ARTICLE 11: GRIEVANCE PROCEDURE Per MLA	12
25	ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS Per MLA	13
26	ARTICLE 13: HEALTH AND SAFETY	13
27	ARTICLE 14: REDUCTION IN FORCE	13
28	ARTICLE 15: EDUCATION AND TRAINING (In addition to MLA)	14
29	ARTICLE 16: MISCELLANEOUS	15
30	ARTICLE 17: MANAGEMENT RIGHTS	15
31	ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION	16
32	ARTICLE 19: SEPARABILITY (Per MLA Savings Clause, Article 30)	17
33	ARTICLE 20: DURATION Per MLA	18
34	ADDENDUM A: WAGE ADDENDUM (In Addition to MLA	
35	<u>and Total Compensation Agreements)</u>	19

1 **PREAMBLE**

2 (In Addition to MLA).

3 These articles constitute an agreement, the terms of which have been negotiated in good faith
4 between King County (hereinafter referred to as the Employer) and the Office and Professional
5 Employees International Union Local 8 (hereinafter referred to as the Union) representing employees
6 in the Department of Public Health, Seattle and King County, and the King County Department of
7 Community and Human Services. This Agreement shall be subject to approval by ordinance by the
8 County Council of King County, Washington. [\[TA CCL 11/17/2021\]](#)

9 **PURPOSE AND INTENT**

10 (In addition to MLA, Preamble).

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

18 [\[TA CCL 11/17/2021\]](#)

20 **ARTICLE X: APPLICATION OF COALITION LABOR AGREEMENT**

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

23 [Section X.1. For ease of reference, the following provisions, which were previously listed in
24 this Appendix, are covered in their entirety by the CLA:](#)

Provision	CLA Article
Bulletin boards	23
Union notification	20

1	Discipline	27
2	Position vacancies	18
3	Working out of class	33
4	Call-in pay	43
5	Bereavement leave	8
6	Jury duty	5
7	Military leave	2
8	Unpaid leaves of absence	3
9	Family and medical leave	7
10	Military duty	2
11	Leave without pay	3
12	Grievance procedure	26, 27
13	Automobile usage	24, 34
14	Bus passes	34
15	Separability	30
16	Duration	41

[\[TA 3/23/2022\]](#)

ARTICLE 1: UNION MANAGEMENT RELATIONS

Section 1.1. Union Recognition. (Remains Open for Purposes of Unit Clarification)—The Employer agrees to recognize the Union as the sole collective bargaining representative for all full-time, regular part-time, and temporary employees as referenced in Public Employment Relations Commission (PERC) Decision 5250 with the job titles in KC Departments of Public Health ((Currently within Prevention Division)) and Community and Human Services (Currently the Behavioral Health and Recovery Division) listed in Addendum A of this collective bargaining agreement. [\[TA 8/24/2021\]](#)

Section 1.2. Union Coverage. (Remains Open for Purposes of Unit Clarification)—The Employer shall notify the Union within thirty (30) days of the establishment of any new classification

1 in the Behavioral Health and Recovery Division of Department of Community and Human Services
2 or the Prevention Division of the Seattle-King County Department of Public Health. Upon request
3 from the Union, the Employer shall consult with the Union as to the appropriateness of including any
4 new classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent
5 Agreement, shall be subject to a decision of the Public Employment Relations Commission. The
6 Union and the Employer shall negotiate over the rate of pay for all new classifications in the
7 bargaining unit. [\[TA 8/24/2021\]](#)

8 ~~Section 1.3. Union Security and Membership.~~ It shall be a condition of employment that all
9 employees covered by this Agreement who are members of the Union in good standing on the
10 effective date of this Agreement shall remain members in good standing and those who are not
11 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day
12 following the effective date of this Agreement, become and remain members in good standing in the
13 Union. It shall also become a condition of employment that all employees covered by this
14 Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on the
15 thirtieth (30th) day following the beginning of such employment, become and remain members in
16 good standing in the Union. [\[TA deletion 3/23/2022\]](#)

17 ~~Section 1.4. Agency Fee.~~ Nothing in this Article shall require an employee to join the Union
18 if the employee qualifies for exemption based on a bona fide religious belief or on bona fide religious
19 tenets or teachings of a church or religious body of which the employee is a member, in which case
20 an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-
21 religious charity mutually agreed upon by the employee affected and the bargaining representative to
22 which such employee would otherwise pay the dues and initiation fee. The employee shall, every
23 thirty (30) days, furnish proof that such payment has been made. [\[TA deletion 3/23/2022\]](#)

24 ~~Section 1.4.(a).~~ Nothing in this Article shall require an employee to join the Union who
25 elects instead to pay the Union an agency fee as allowed by law. [\[KC revised proposal 11/17/2021\]](#)
26 [\[TA deletion 3/23/2022\]](#)

27
28 **Section 1.5. Rosters.** Every six (6) months, upon request by the Union, the Employer shall

1 send the Union a list of all employees covered by this Agreement and include their name, address,
2 classification, rate of pay, hours worked, FTE status, and hire date.

3 ~~Section 1.6. Notification Regarding Membership.~~ In the event an employee fails to apply
4 for or maintain his/her their membership in the Union as required, the Union may give the Employer
5 notice of this fact. Within twenty (20) days after receipt of such notice, if the employee has not
6 obtained membership in the Union, the services of such employee shall be terminated by the
7 Employer. Additionally, the Employer shall notify the Union promptly of all employees leaving its
8 employment. [KC revised proposal 11/17/2021] [TA deletion 3/23/2022]

9
10 **Section 1.7. Union Insignia.** Employees who are ~~members represented by~~ of the Union in
11 good standing shall be permitted to wear, during work hours, any type of Union insignia prescribed
12 by their international or local organization. The wearing of such insignia by a Union ~~member~~
13 represented employee shall not be cause for discipline. This provision shall not excuse an employee
14 from following any departmental dress code. [TA 8/24/2021]

15 ~~Section 1.8. Dues Deduction.~~ The County agrees to deduct from the pay check of each
16 employee who has authorized it, the regular monthly dues uniformly required of members of the
17 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees
18 involved. Authorization by the employee shall be on a form approved by the parties hereto and may
19 be revoked by the employee upon request. The performance of this function is recognized as a
20 service to the Union by the County. [KC revised proposal 11/17/2021] [TA deletion 3/23/2022]

21
22 ~~Section 1.9. Bulletin Boards:~~ Per MLA Article 23.

23 ~~Section 1.10. Hold Harmless.~~ The Union shall indemnify, defend, and hold the County
24 harmless against any and all claims made and against any and all suits instituted against the County
25 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County
26 under Sections 1.3, 1.6 and 1.8 of this Article. [KC revised proposal 11/17/2021] [TA deletion
27 3/23/2022]

~~Section 1.11. Union Notification: Per MLA Article 20.~~

Section 1.12. Visitation. An authorized Union representative may visit the work location of employees covered by this Agreement for the purpose of investigating grievances and observing working conditions. The visits shall not interfere with or disturb employees in the performance of their work nor interfere with the delivery of County services. The Union shall notify the Employer of such visits in advance. Except as may be provided in other provisions of this Agreement, department work hours shall not be used by employees for the conduct of Union business or the promotion of Union affairs (e.g., conduction of elections and other internal Union business).

The Union shall provide the department head and the Department HR staff as well as the Office of Labor Relations a written list of the names of all authorized Union staff representatives; said list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

Section 1.13. Shop Steward. The Employer agrees to recognize employees appointed and identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer, a Shop Steward may, if requested by the employee-grievant, initiate grievances and both steward and employee-grievant may attend grievance meetings on work time. The Shop Steward's work shall not be unreasonably disrupted because of ~~his/her~~their participation in grievance matters.

Section 1.14. Right to Representation. Employees shall have the right to the attendance of a Union representative at disciplinary and/or investigatory meetings. If the employee requests Union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to arrange for a representative to be present. If the ~~employer~~Employer has not informed the employee prior to the meeting of the meeting's purpose and of the employee's right to have a representative present, the employee may request adjournment for a reasonable time period until a representative can be present. [\[TA 8/24/2021\]](#)

Section 1.15. Present Conditions. ~~(Remains open for purpose of discussion of unit clarification.)~~ No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the class of work in which the employee was engaged, will suffer a reduction in the rate of wages or benefits from the application of

1 this Agreement, unless such reduction is part of this Agreement. [\[TA 8/24/2021\]](#)

2 **ARTICLE 2: DEFINITIONS**

3 In addition to MLA Preamble-Definitions: [\[TA 8/24/2021 CCL – No deletion\]](#)

4 **Section 2.1. Probationary Employee.** An employee who is employed in a career service
5 position and is serving a probationary period. The probationary period is the period of time prior to
6 the final step in the competitive screening process for career service appointments.

7 **Section 2.2. Full-Time Regular Employees.** Full-time regular employees are employees
8 who have an established work schedule of not less than thirty-five (35) and not more than forty (40)
9 hours per week and fill a full-time budgeted position.

10 **Section 2.3. Part-Time Regular Employees.** Part-time regular employees are employed in a
11 part-time regular position and are regularly scheduled to work at least 910 hours in a year (35 hour
12 work week) or 1040 hours in a year (40 hour work week). Part-time regular employees are members
13 of the career service and are eligible for holidays, leave, and insured benefits.

14 **Section 2.4. Temporary Employees (excluding Term-limited Temporary Employees).**
15 Temporary employees, [also known as short-term temporary \(STT\) employees](#), are individuals
16 employed in a temporary position, either full or part-time, employed on a temporary basis for less
17 than 910 hours in a calendar year (35 hour work week) or 1040 hours in a calendar year (40 hour
18 work week). Temporary employees shall be exempt from all provisions of this Agreement except for
19 [Section 1.6](#), [Section 2.4](#), and Article 11 Grievance Procedure; provided however, temporary
20 employees shall be covered by the Grievance Procedure solely for the purposes of adjudicating
21 grievances relating to [Section 1.6](#), [Section 2.4](#), and Article 11 of this Agreement. The Department
22 will not use temporary employees to cause the reduction of existing bargaining unit positions. [\[TA](#)
23 [8/24/2021\]](#)

24 **Section 2.5. Temporary Employees' Pay.** Temporary employees (other than term-limited
25 temporary employees) whose work hours exceed the calendar year working hours threshold defined
26 in Section 2.4 shall be eligible for pay in lieu of benefits as provided by King County ordinance
27 (KCC 3.12.040).

28 **Section 2.6. Term-limited Temporary Employees.** Term-limited temporary employees are

1 those employed in a term-limited temporary position. Term-limited temporary employees are not
2 members of the career service and may not be employed in term-limited temporary positions longer
3 than ~~three years beyond the date of hire, except as what is~~ provided in King County Code. Term-
4 limited temporary employees are exempt from all provisions of this Agreement except those
5 provisions that cover temporary employees as defined in Section 2.4 above. In addition, term-limited
6 temporary employees are eligible for paid leaves, holidays, and insured benefits as provided by King
7 County ordinance (KCC 3.12.040). [\[TA 8/25/2021\]](#)

8 **Section 2.7. Hourly (overtime-eligible) employees.** Hourly employees are eligible for
9 overtime in accordance with the provisions of the Fair Labor Standards Act and this collective
10 bargaining agreement. These employees will be paid for all the hours they are required or permitted
11 to work.

12 **Section 2.8. Exempt employees.** Exempt employees are those who occupy positions that are
13 exempted from the overtime provisions of the Fair Labor Standards Act. Exempt employees are not
14 eligible for overtime pay and are expected to work the hours necessary to perform the work. The
15 core work week is forty (40) hours, with meal periods as scheduled by the employee. Exempt
16 employees who are absent for part of a work day will not be required to charge such absences against
17 any accrued leave balances, nor will the employees' pay be reduced.

18 **Section 2.9. Seniority.** Seniority is measured by the adjusted service date in a career service
19 appointment in a classification and position covered by this Agreement. The adjusted service date
20 shall include time in a temporary appointment (including term-limited temporary) if the temporary
21 position was covered by this Agreement, and a break in service between the temporary and the career
22 service appointment is no more than thirty calendar days.

23 Upon the request of the Union, The County shall furnish information about the employment
24 history of represented employees. Upon the request of the County, the Union shall furnish a certified
25 seniority list based upon its interpretation of the rules in this Article as well as any rules that the local
26 or international union may apply to seniority or restoration of seniority. The parties shall use this
27 seniority list for the purpose of administering the seniority-based provisions of this Agreement. [\[KC](#)

28 [withdraws proposal 8/24/2021\]](#)

1
2 **ARTICLE 3: NON-DISCRIMINATION**

3 ~~The Employer and the Union agree that they will not discriminate against any bargaining unit~~
4 ~~member employee with respect to compensation, terms, conditions or privileges of employment by~~
5 ~~reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national~~
6 ~~origin, disability, union activity, or military service. Both parties agree personnel actions may be~~
7 ~~taken to accommodate disabilities as may be required under the American with Disabilities Act~~
8 ~~(ADA).~~ [TA deletion 3/23/2022]

9 Complaints or charges under this Article may be pursued through Step 3 of the grievance
10 procedure set forth in Article ~~11-26~~ of ~~this Agreement~~ the CLA, and/or with appropriate local, state or
11 federal equal employment opportunity agencies. [TA 2/16/2022]

12 **ARTICLE 4: EMPLOYMENT PRACTICES**

13 ~~Section 4.1 Discipline: Per MLA Article 27.~~

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

20 **Section 4.3. Employer Policies.** All written department policies and procedures addressing
21 working conditions specified in this Agreement Appendix for employees covered by this Agreement
22 shall be furnished to the Union. If conditions allow, the Employer will attempt to give the Union at
23 least two (2) weeks notice of any such written policies. [TA 8/24/2021]

24 **Section 4.4. Performance Evaluations.** The Employer shall maintain a performance
25 evaluation system relating to employees covered by this Agreement. The performance evaluation
26 system shall be used as a method in measuring an employee's performance. The performance
27 evaluation system shall encompass performance expectations based upon the goals and objectives of
28 the position being evaluated.

1 The evaluation must be prepared prior to and presented to the affected employee at an
2 evaluation conference which usually will be conducted by the person writing the evaluation. The
3 evaluatee has the responsibility to participate in the evaluation conference and to improve work
4 performance in any area where performance deficiencies are found to exist.

5 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
6 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
7 of ~~his/her~~their evaluation. In addition, the evaluatee may, during said conference, or within two (2)
8 weeks after the conference, comment in writing relative to the substance of the evaluation either on
9 the evaluation form or have ~~his/her~~their written comments affixed to the evaluation.

10 Employees appointed to regular, career service positions shall be evaluated at least once
11 during their probationary period and no less than annually thereafter. Normally, evaluations during
12 the probationary period will occur at two months and four months after the date of the probationary
13 appointment.

14 **Section 4.5. Probation Period.** An employee appointed to a career service position shall
15 serve a probation period, which normally shall be six months from the date of appointment to a
16 classification. The probation period may be extended provided the employee and ~~union~~Union
17 representative are notified of the extension prior to the expiration the initial six months, but probation
18 shall not exceed twelve months in any case. [\[TA 8/24/2021\]](#)

19 ~~Section 4.6. Position Vacancies. Per MLA Job Posting Article 18.~~

20 **Section 4.7. Filling Vacancies in the Bargaining Unit.** If the qualifications of a regular
21 career service bargaining unit candidate are equal to the qualifications of another candidate, the
22 regular bargaining unit employee shall receive preference for appointment. If two career service
23 bargaining unit candidates are equally qualified, the most senior employee shall be appointed. [\[KC](#)
24 [withdraws; TA CCL 8/25/2021\]](#)

25 ~~Section 4.8. Working Out of Class. Per MLA Article 37.~~

26 **Section 4.9. Working Out of Class Assignment Selection.** When there is an opportunity for
27 bargaining unit employees to be assigned Out of Class Work, management shall notify the qualified
28 bargaining unit ~~members-employees~~ and allow an opportunity for employees to volunteer to be

1 considered for the assignment. If two bargaining unit candidates are equally qualified, the most
2 senior employee will receive the assignment. [\[TA 8/24/2021\]](#)

3 **ARTICLE 5: HOURS OF WORK**

4 **Section 5.1. Workweek/Workday.** For regular full-time employees, between seven (7) and
5 eight (8) hours shall constitute a normal day's work and between thirty-five (35) and forty (40) hours
6 in any one week, between the hours of 7:00 a.m. and 7:00 p.m., or five (5) consecutive days, shall
7 constitute a normal workweek. It is understood that the Employer may change the hours of any job,
8 after two weeks (i.e. 14 calendar days) notice to the impacted employee (except in cases of
9 emergency, when no notice is required), where the working hours no longer meet the requirement of
10 the work flow.

11 **Section 5.1.(a).** With the approval of the ~~employer~~Employer, employees may flex their
12 schedules to fulfill their job responsibilities. [\[TA 8/24/2021\]](#)

13 **Section 5.2. Meal and Break Periods.** Each seven (7) or eight (8) hour workday for
14 overtime-eligible employees shall include one unpaid meal period of at least thirty (30) minutes
15 approximately midway through the shift, and two (2) paid break periods of fifteen (15) minutes each.
16 One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour
17 overtime period. Employees required to remain in the workplace during their meal period shall be
18 paid at the appropriate rate of pay.

19 **Section 5.3. Overtime.**

20 [The following language has been added to the Appendix in order to ensure that current practices](#)
21 [relating to overtime calculations and pay can continue. Adoption of this language will not require](#)
22 [any modification to how overtime is paid and calculated.](#)

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.](#)

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.](#)

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.

8 **ITA 3/23/2022**

9 All time worked by an overtime-eligible employee in excess of forty (40) hours in one work week
10 (except as provided in Section 6.8), shall be considered overtime and paid for at the contractual
11 overtime rate. All overtime requires prior authorization by the Employer. With mutual agreement
12 between the Employer and employee, overtime work may be compensated with compensatory time
13 off at the rate of one and one-half times the time worked. Any balance of comp time hours as of the
14 end of the pay period that includes December 31, shall be cashed out. Compensatory time must be
15 used during the calendar year in which it is accrued unless this is not feasible due to work demands.
16 The employee may then request, and the department director will approve, the carryover of a
17 maximum of 40 hours of accrued compensatory time. Compensatory hours that have been carried
18 over must be used within the first quarter of the new calendar year, or they will be cashed out. **ITA**

19 **3/23/2022**

20 **Section 5.3.(a). Meal Allowance.** Employees required to work four (4) or more hours
21 beyond their regular shift shall be provided a meal allowance consistent with County ordinance. Rest
22 breaks and meal periods during overtime work will be provided consistent with State laws.

23 **Section 5.4. Workweek.** Nothing in Article 5 shall limit the Employer's ability to offer the
24 Employee an alternative work schedule. Employees may have flexible work schedules with the
25 mutual consent of the employee and the Employer. Requests by the employee to work an alternative
26 work schedule shall not be unreasonably denied by the Employer.

27 ~~**Section 5.5. Call-In Pay.** Per MLA After Hours Support Article 33; incorporated in full.~~

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

1. Employees shall notify their supervisors as soon as they are aware they are unable

1 to report for work.

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

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

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

7 [5. Rules regarding inclement weather are established in King County's All-Hazards](#)
8 [Manual. \[TA 8/24/2021\]](#)

9 **Section 5.7. Training.** (in addition to MLA Article 36). When management approves an
10 employee to attend a training program, the training will be considered paid work time, and the
11 County will pay program fees and pay travel expenses in accordance with County reimbursement
12 policies. [\[TA CCL 11/17/2021\]](#)

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 6: HOLIDAYS WORKED**

2 ~~Per MLA Article 10:~~

3 ~~In addition to MLA Article 10:~~

4 **Section 6.1. Pay for Work on a Holiday.** Work performed on holidays by overtime-eligible
5 employees shall be paid at the contractual overtime rate (one and one half (1-1/2) times the regular
6 hourly base rate of pay plus any applicable pay premiums in effect) in addition to ~~the regular~~ holiday
7 pay. [TA 3/23/2022]

8 **Section 6.2. Proration of Paid Holidays for Part-time Employees.** A regular part-time
9 employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon
10 straight time hours compensated during the pay period prior to the pay period in which the holiday
11 falls.

12 **Section 6.3. Holiday Pay for Alternative Work Schedules.** Holiday benefits shall be based
13 on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees
14 working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a
15 day. Employees scheduled to work an alternative work week shall be granted no more than ninety-
16 six (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per
17 week schedule. An employee working an alternative schedule, such as four ten-hour days, during
18 which a holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or
19 adding either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to
20 receive ten (10) hours of pay for the holiday.

21 **Section 6.4. Holidays and Overtime.** Holidays paid for but not worked shall ~~not~~ be
22 recognized as time worked for the purpose of determining overtime eligibility. [KC withdraws
23 proposal; TA CCL 8/24/2021]

24 **ARTICLE 7: VACATION AND VACATION LEAVE CAP**

25 Per MLA Articles ~~35-32~~ and 9. [TA 2/16/2022]

26 In Addition to MLA Articles ~~35-32~~ and 9: [TA 2/16/2022]

27 **Section 7.1. Increments.** The minimum vacation allowance to be used by an employee shall
28 be fifteen minutes. Employees who are exempt from the overtime requirements of the Fair Labor

1 Standards Act (FLSA) shall not normally use leave in increments of less than one work day.

2 **Section 7.2. Vacation Scheduling.** The Department and Division management shall arrange
3 vacation time for employees on such schedules as will least interfere with the functions of the
4 Department but which accommodate the desires of the employee to the greatest degree possible.
5 Employee vacation requests shall be approved or denied in writing within ten (10) workdays after
6 submission to the Employer. Scheduled vacation shall not be denied once approved by the Employer,
7 except in an emergency. When two or more employees submit vacation requests simultaneously and
8 only one request can be approved, the employees will first attempt to resolve the matter among
9 themselves. If it is not resolved, the request of the most senior employee will be approved.

10 **ARTICLE 8: SICK LEAVE ADMINISTRATION [TA title change 12/7/2021]**

11 Per MLA Article ~~3431~~. [TA 2/16/2022]

12 In Addition to MLA Articles ~~3431~~: [TA 2/16/2022]

13 ~~Section 8.1.(a). Administration of Sick Leave:~~ Department management shall be responsible
14 for proper administration of the sick leave privilege ~~and may require medical verification in a manner~~
15 ~~consistent with state law.~~ ~~The employee may be required to furnish a certificate issued by a licensed~~
16 ~~health care provider or other satisfactory evidence of illness to the appointing authority for any~~
17 ~~requested sick leave absences of more than three (3) working days or if abuse of sick leave is~~
18 ~~suspected.~~ Abuse of sick leave shall be grounds for disciplinary action. [KC revised proposal
19 11/17/2021; CLA supersedes] [TA deletion 3/23/2022]

20 **Section 8.1.(b). Sick Leave during vacation:** If an employee is injured or is taken ill while on
21 paid vacation or compensatory time off, in order to receive sick leave for that time, he/she shall notify
22 the department immediately upon return to work. A doctor's statement or other proof of illness or
23 disability, while on vacation or compensatory time off, must be presented regardless of the number of
24 days involved. [TA CCL 3/23/2022]

25 ~~Section 8.2. Wellness Incentive.~~ Employees within the bargaining unit who, during a
26 calendar year, used less than thirty six (36) hours of sick leave may convert eight (8) hours of unused,
27 accrued sick leave to a personal vacation day to be used in the next calendar year. This benefit shall
28 be prorated for part time employees. [TA 8/24/2021]

1 **ARTICLE 9: RATES OF PAY**

2 ~~In addition to both MLA and Total Compensation Agreement – (MOA Doc Code~~
3 ~~000U0516):[LD1]~~

4 **Section 9.1. Pay ranges are listed in Addenda A, attached.**

5 **Section 9.2. Step Increases.** Employees hired at Step 1 of their pay range shall receive one
6 (1) step increase after successful completion of the probationary period, and may receive a step
7 increase at the discretion of the Employer if hired at Step 2 or higher. Non-probationary regular
8 employees who are not at Step 10 of the salary range will receive a one-step increase annually on
9 January 1. ~~Employees out on leave for industrial injury will continue to receive step increases~~
10 ~~during that time. [TA CCL above 3/23/2022] TLT employees are eligible for step increases pursuant~~
11 ~~to the Contingent Worker Manual, not this Agreement. Short-Term Temporary Employees are not~~
12 ~~eligible for step increases. [TA 8/25/2021 – final sentence only]~~

13 **Section 9.3. Lead Pay.** Employees properly assigned as leads shall receive a five (5) percent
14 premium.

15 ~~Section 9.4. Out of Class Pay. Per MLA Work Out of Class, Article 37.~~

16 **Section 9.5. Shift Differential.** The County will pay shift differential of sixty (60) cents per
17 hour for regularly scheduled shifts of at least thirty (30) days duration which begin after 12:00 p.m.

18 **ARTICLE 10: LEAVES OF ABSENCE**

19 ~~Per MLA Articles 8, 5, 2, and 3 with additional language below.~~

20 **Section 10.1.A. General Provision.** The continuous service and seniority status of an
21 employee shall not be interrupted while on unpaid leave of up to one year due to industrial injury or
22 military service.

23 ~~Section 10.1.B. Family and Medical Leave. Per MLA Article 11.~~

24 ~~Section 10.1.C. Bereavement Leave. Per MLA Article 8.~~

25 **Section 10.2. Pay for Jury Duty and Court Leave Appearances.** ~~(In addition to MLA Jury~~
26 ~~Duty~~
27 ~~Article 5).~~ All regular leave eligible employees ordered ~~on a jury or~~ to appear before a court of law
28 in a matter related to their employment in King County shall be entitled to their regular pay. [TA

1 [8/25/2021](#)

2 ~~Section 10.3. Military Duty. Per MLA Article 2.~~

3 ~~Section 10.4. Leave Without Pay. PER MLA Article 3.~~

4 **Section 10.5. Executive Leave.** Employees covered by this Agreement who are exempt from
5 the overtime provisions of the Fair Labor Standards Act may be entitled to up to ten (10) days of
6 Executive Leave per year, as determined by the Employer, in accordance with Executive Policy.

7 **ARTICLE 11: GRIEVANCE PROCEDURE**

8 ~~Per MLA Article 26 and 27.~~

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

2 Per MLA Article 25. The Union and the County agree to incorporate changes to employee
3 insurance benefits which the County may implement as a result of any agreement of the Joint Labor
4 Management Insurance Committee. [\[KC withdraws proposal; TA CCL 8/24/2021\]](#)

5 **ARTICLE 13: HEALTH AND SAFETY**

6 ~~_____The Employer agrees to comply with all applicable federal, state and local laws and~~
7 ~~regulations regarding health and safety. [\[TA 8/24/2021\]](#)~~

8 **ARTICLE 14: REDUCTION IN FORCE**

9 ~~(OPEN for purpose of updating to make consistent with Unit Clarification and Article 1). [\[TA](#)~~
10 ~~[8/24/2021\]](#)~~

11 **Section 14.1. Order of Layoff.** In the event of a reduction in force due to lack of work and/or
12 lack of funds or considerations of efficiency, layoffs shall be by Seniority as defined in Article 2,
13 Section 2.9 of this Agreement.

14 **Section 14.1.(a).** An employee who is recalled within two calendar years of the date of
15 layoff, as provided in Section 14.4 below, shall have all accrued Seniority restored. Seniority shall
16 accrue during any compensated leave or during any leave without pay for periods of thirty (30)
17 [calendar](#) days or less. Seniority shall be retained but shall not accrue during that period of an
18 authorized leave of absence without pay that exceeds thirty (30) calendar days. [\[TA 8/24/2021\]](#)

19 **Section 14.1.(b).** The position(s) to be eliminated shall be at the sole discretion of the
20 Employer. If the Employer determines that an employee possesses a unique skill or abilities which
21 are essential to the operation of the division, the Employer may retain such an employee and need not
22 lay them off under the seniority-based layoff procedure of this Article. The least senior employee(s)
23 in the bargaining unit in the affected job classification in the Department (Community and Human
24 Services, or Public Health) shall be laid off first; however, in the event of two (2) employees having
25 the same seniority in the affected job classification, ability and skill, shall be the determining factor
26 on retention. In lieu of laying off an employee, the ~~Human Resources Division~~[Department of Human](#)
27 [Resources \(DHRHRD\)](#) Director may reassign such employee(s) to a comparable, vacant position, if
28 the ~~HRD-DHR~~ Director determines such reassignment to be in the best interest of the County. [\[TA](#)

1 [8/24/2021](#)

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

6 1. The employee to be bumped has the least Seniority in the lower classification than
7 the employee who elects to bump; and

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

10 3. The employee electing to bump has previously performed the essential duties of the
11 person (including work unit and function) ~~he/she is~~they are electing to bump.

12 **Section 14.3. Placement.** The County will attempt to place all employees scheduled for
13 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
14 Director of the ~~Human Resources Division~~Department of Human Resources. Employees may access
15 King County Career Support Services (CSS) as applicable under the CSS Program. [\[TA 8/24/2021\]](#)

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

19 1. The expiration of two (2) years from the date of layoff.

20 2. Re-employment within the County in a comparable position or job class.

21 3. Failure to accept employment in a comparable position or job class or to report to
22 work.

23 4. Failure to appear for a job interview after notification by telephone or by mail
24 addressed to the employee's last address on file with King County.

25 5. Failure to respond within seven (7) calendar days to a communication regarding
26 availability of employment. [\[TA 8/24/2021\]](#)

27 6. Request in writing by the laid-off employee to be removed from the list.

28 Recall rights and process shall be administered consistent with King County Career Support

1 Service Rules.

2 **ARTICLE 15: EDUCATION AND TRAINING**

3 In Addition to MLA Article 36. [\[KC withdraws proposal to delete; TA CCL 8/25/2021\]](#)

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

11 **ARTICLE 16: MISCELLANEOUS**

12 ~~*Section 16.1. Automobile Usage and Bus Passes. Per MLA Articles 24 and 38.*~~

13 *Section 16.2. Employee Assistance Program.* An Employee who appears to have a
14 substance abuse, behavioral, or other problem which is affecting job performance or interfering with
15 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through
16 the King County Employee Assistance Program.

17 *Section 16.3. Labor Management Committee.* The parties agree to participate in a Labor-
18 Management Committee, which shall meet on a quarterly basis, unless the parties agree to a different
19 schedule. The ground rules, agendas and procedures shall be jointly developed by the Union and
20 designated management participants. Meetings will be scheduled during normal work hours, and
21 employee representatives on the Committee shall participate on paid work time, provided that the
22 Employer will incur no overtime liability as a result of employee participation in the Labor-
23 Management Committee. [Unfair labor practices, lawsuits and disciplinary matters are not subjects for](#)
24 [discussion for the LMC. The LMC process should not be used to adjust or resolve pending](#)
25 [grievances. The County and the Union also understand that the LMC is not a substitute for](#)
26 [bargaining and has no authority to amend the contract. \[TA 8/24/2021\]](#)

27 *Section 16.4. Meal Allowance.* An employee covered by this Agreement, who is required by
28 the Employer to travel on Employer business will be entitled to an allowance consistent with King

1 County Ordinance.

2 **ARTICLE 17: MANAGEMENT RIGHTS**

3 *Section 17.1.* The County will continue to have, whether exercised or not, all the rights,
4 powers and authority heretofore existing including, but not limited to, the following: the right to
5 determine the standards of services to be offered by the department; determine the standards of
6 selection of employment; direct its employees; take disciplinary action; determine the methods, tools,
7 and standards of evaluating employee performance, relieve its employees from duty because of lack
8 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the
9 efficiency of governmental operations; determine the methods, means, and personnel by which the
10 County operations are to be conducted; determine job classifications of County employees; exercise
11 complete control and discretion over its work and fulfill all of its legal responsibilities, and to
12 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that
13 are inherent in the County by virtue of all federal, state, and local laws and regulations provisions
14 shall not be subject to any grievance or arbitration proceeding.

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

21 The exercise by the County through its County Council and Executive and management
22 representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the
23 grievance procedure set forth ~~herein~~ in the CLA. [TA 8/24/2021] [TA Art. 17 CCL 11/17/2021 plus
24 8/24/2021 revisions]

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

26 *Section 18.1.* The County and the Union agree that the public interest requires efficient and
27 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
28 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone

1 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
2 duties, sick leave absence which is not bona fide, or other interference with County functions by
3 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
4 to end such interference. Any concerted action by any employees in the bargaining unit shall be
5 deemed a work stoppage if any of the above activities have occurred.

6 **Section 18.2.** Upon notification in writing by the County to the Union that any of its
7 ~~members-represented employees~~ are engaged in a work stoppage, the Union shall immediately, in
8 writing, order such ~~members-employees~~ to immediately cease engaging in such work stoppage and
9 provide the County with a copy of such order. In addition, if requested by the County, a responsible
10 official of the Union shall publicly order such Union ~~members-represented employees~~ to cease
11 engaging in such work stoppage. [\[TA 8/24/2021\]](#)

12 **Section 18.3.** The Union shall not question the unqualified right of the Employer to discipline
13 or discharge employees engaging in or encouraging such action. It is understood that such action on
14 the part of the Employer shall be final and binding. [\[TA CCL 11/17/2021; plus 8/24 revisions \]](#)

15
16 **ARTICLE 19: SEPARABILITY**

17 ~~Per MLA Article 30, Savings Clause.~~

1 ARTICLE 20: DURATION

2 ~~Per MLA Article 31:~~

3
4
5 ~~APPROVED~~ this _____ day of _____, ~~2018~~2020.

6
7
8
9 By: _____

10 King County Executive

11
12
13
14
15 ~~For Office & Professional Employees~~

16 ~~International Union, Local 8:~~

17
18
19
20 _____
21 Amanda Montoya~~TBD~~

22 Union Representative

2 ADDENDUM A

3 OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

4 SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

5 DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

6 (Open for Unit Clarification) [TA 8/24/2021]

7 Employees covered by this Agreement are allocated to the King County job classifications
 8 listed below. Employees of the Department of Public Health, Seattle and King County, are assigned
 9 to the Prevention Division. Employees of the Department of Community and Human Services are
 10 assigned to the Behavioral Health and Recovery Division.

11 Job Class Code	12 PeopleSoft Job Code	13 Classification Title	14 Salary Range* (Squared Table)
15 4201100	421203	Administrative Specialist I	33
16 4201200	421302	Administrative Specialist II	37
17 2810000	281102	Administrative Staff Assistant	48
18 3117100	313102	Chemical Dependency Case Monitor	45
19 3120200	313302	Chemical Dependency Involuntary Commitment Specialist	53
20 9327100	932402	Chemical Dependency Transfer Driver	29
21 2441100	243103	Project/Program Manager I	53
22 2441200	243202	Project/Program Manager II	58
23 2441300	243306	Project/Program Manager III	63
24 * Refer to the King County Squared Salary Schedule for rates			

25
 26
 27 s:Tentative Agreement to Vote/KC Public Health Community and Human Services Appendix TA 2022
 liuna#242/afl-cio