

1 **MEMORANDUM OF AGREEMENT**

2 **BY AND BETWEEN**

3 **KING COUNTY**

4 **AND**

5 **INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,**

6 **LOCAL 17**

7 **DEPARTMENT OF PUBLIC HEALTH**

8 **REPRESENTING EMPLOYEES IN**

9 **THE DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

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11 The parties, King County (hereinafter the County) and International Federation of Professional  
12 and Technical Engineers, Local 17 (hereinafter the Union) agree that the collective bargaining  
13 agreement between the parties covering employees represented by the Union and employed by the  
14 Department of Public Health, Seattle and King County, shall be the agreement covering employees  
15 occupying the classification of Involuntary Commitment Supervisor represented by the Union and  
16 employed in the Department of Community and Human Services. All of the terms and conditions of  
17 the Public Health agreement will apply to Involuntary Commitment Supervisors in the Department of  
18 Community and Human Services, except as set forth in this Memorandum of Agreement. In those  
19 provisions of the Public Health agreement that do apply to Community and Human Services  
20 Involuntary Commitment Supervisors, the terms "Department" or "Health Department" shall be  
21 construed to also mean Department of Community and Human Services.

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23 **PART A. EXCEPTIONS**

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25 The following provisions of the collective bargaining agreement in effect between the Union  
26 and County covering employees in the Department of Public Health, Seattle and King County, do not  
27 apply to Involuntary Commitment Supervisor employees of the Department of Community and  
28 Human Services.

1 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES**

2       **Section 1.10.** Step Placement in Lieu of Temporary Employee Premium Pay.

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4 **ARTICLE 2: MANAGEMENT RIGHTS**

5       **Section 2.4.** Health Services Delivery.

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7 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**  
8 **APPEALS**

9       **Section 7.1.** Definitions.

10       **Section 7.2.** Probationary Period/Status of Employee.

11       **Section 7.3.** Probationary Period/Dismissal.

12       **Section 7.4.** Probationary Period/Promotion.

13       **Section 7.5.** Transfers During Probationary Period.

14       **Section 7.6.** Health and Environmental Investigator I Probation.

15       **Section 7.8.** Credit Towards Probation for Previous Service in Classification.

16  
17 **ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY**

18       **Section 8.5.** Position Classification.

19       **Section 8.6.** Status upon Reclassification.

20       **Section 8.7.** (C through K). Step Placement.

21       **Section 8.8.** Shift Differentials.

22       **Section 8.9.** Bilingual Premium Pay.

23       **Section 8.10.** Bilingual Positions.

24       **Section 8.11.** Student Preceptor Assignment.

25  
26 **ARTICLE 9: SPECIAL DUTY**

27       **Section 9.3.** Leave Benefits for Employees Working Outside of Classification.

28       **Section 9.4.** Lead Worker.

1           **Section 9.5.** Rotation of Work Outside of Classification.

2    **ARTICLE 10: ANNUAL VACATION**

3           **Section 10.6.** Minimum Vacation Allowance.

5    **ARTICLE 11: HOLIDAYS**

6           **Section 11.3.** Holiday Paid Recognized as Time Worked for Overtime Calculations.

7           **Section 11.4.** Work on a Holiday.

8           **Section 11.6.** Pro-ration of Paid Holiday for Part-time Employees.

9           **Section 11.7.** Holiday Pay for Employees on Alternative Work Schedules.

11   **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**

12   **LEAVE, AND LEAVES OF ABSENCE**

13           **Section 12.2.** Compensation for Sick Leave Absence.

14           **Section 12.3.** Conditions Not Covered.

15           **Section 12.9.** Leaves of Absence.

17   **ARTICLE 13: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE**

19   **ARTICLE 17: HOURS OF WORK AND OVERTIME**

20           **Section 17.2.** Alternative Work Arrangements.

21           **Section 17.4.** Temporary Schedule Changes.

22           **Section 17.5.** Overtime.

23           **Section 17..** Overtime Work Assignment.

24           **Section 17.7.** Overtime Payment.

25           **Section 17.8.** Compensatory Time Off.

26           **Section 17.9.** Rest Period.

27           **Section 17.10.** Meal Period.

28           **Section 17.11.** Meal Reimbursement.



1 between the Union and County covering employees in the Department of Public Health, Seattle and  
2 King County and apply only to Involuntary Commitment Supervisor employees of the Department of  
3 Community and Human Services.

4 **ARTICLE 2: MANAGEMENT RIGHTS**

5 **Section 2.4. Health Services Delivery.** Delivery of health and mental health services in the  
6 most efficient, effective, and courteous manner is of paramount importance to the Department of  
7 Community and Human Services and, as such, maximized productivity is recognized to be an  
8 obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize  
9 the Employer's and the Department's right to determine the methods, processes, and means of  
10 providing health services, the right to increase or diminish operations, in whole or in part, the right to  
11 increase, diminish or change equipment, including the introduction of any and all new, improved, or  
12 automated methods or equipment, and the assignment of employees to specific jobs within the  
13 bargaining unit.

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15 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**  
16 **APPEALS**

17 **Section 7.1. Definitions.** The following shall define terms used in this Article:

18 **Initial Probationary Period:** A six (6)-month trial period of employment following  
19 an initial regular appointment from an eligible register to a career service position.

20 **Probation Period/Promoted Employee:** All employees who are promoted serve a  
21 six (6)-month probationary period from the date of promotion.

22 **Regular Appointment:** The appointment of a certified eligible individual or the  
23 assignment of an employee to another classification contained within the same base class.

24 **Regular Employee:** An employee who has successfully completed an initial six (6)-  
25 month probationary period and has had no subsequent break in service as occasioned by, resignation,  
26 discharge for just cause, or retirement.

27 **Section 7.2. Probationary Period/Status of Employee.** Employees who are hired for career  
28 service positions from an eligible register shall serve a probationary period of six (6) months, at

1 which time they shall become regularly appointed employees.

2 Occasional absences due to illness, vacations, and military leaves shall not result in an  
3 extension of the probationary period, but upon approval of DES or designee, an employee's  
4 probationary period may be extended so as to include the equivalent of a full six (6) months of actual  
5 service where there are numerous absences.

6 A. The probationary period shall provide the Department of Community and Human  
7 Services with the opportunity to observe a new employee's work, to train and aid the new employee  
8 in adjustment to the position, and to terminate any employee whose work performance fails to meet  
9 the required standards.

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

12 C. An employee's initial probationary period may be extended up to six (6) additional  
13 months subject to approval by the DES or designee prior to the expiration of the initial six (6)-month  
14 probationary period.

15 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the  
16 initial probationary period after having been given written notice, with copies provided to DES,  
17 Human Resources Division, Labor Relations Manager and a copy sent to the Union.

18 An employee dismissed during the initial probationary period shall not have the right to  
19 appeal the dismissal. The employee shall not be entitled to reinstatement.

20 **Section 7.7. Performance Evaluation.**

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

25 B. **Review of Performance Evaluations.** Employees may obtain review of  
26 performance evaluation pursuant to the grievance process of the collective bargaining agreement;  
27 however, such review cannot be advanced to arbitration, the final step being Step 3 at the HRD/Labor  
28 Relations review. Additionally, review of performance evaluation will be pursuant to a "clear and

1 convincing” standard of proof, with the burden on the grievant to demonstrate an unfounded  
2 evaluation score.

3 **C. Management’s Rights.** Notwithstanding the provisions in paragraphs A and B of  
4 this section, the Union recognizes the County’s and the Department’s right to establish and/or revise  
5 the Department’s performance evaluation system. In establishing new and/or revising the  
6 performance evaluation system, the Department shall, prior to implementation, discuss said changes  
7 in a Labor/Management meeting.

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9 **ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY**

10 **Section 8.7. Step Placement and Advancement.**

11 **B.** Full-time regular and part-time regular employees shall be granted step increases in  
12 salary rate upon completion of the probationary period when hired at the first step of the salary range.  
13 Succeeding step increases shall be granted on January 1 of each year, provided the employee has  
14 attained a 3.0 score on his/her most recent performance evaluation. Term limited Temporary  
15 employees shall receive annual step increases from the date of hire. This provision will take effect on  
16 1/1/11 to reflect a complete evaluation cycle (9/2009 to 9/2010).

17 This provision shall not apply to “provisional” work outside of classification, or temporary  
18 employees (including Term limited Temporary employees); provided, however, for a “short-term”  
19 temporary employee who has worked in excess of 520 straight time hours within the previous twelve  
20 (12) month period, and who is appointed to a regular position without a break in service, work  
21 performed within the previous twelve (12) month period shall be counted for purpose of salary step  
22 placement. An employee who has been reclassified will be given credit for pay step purposes for the  
23 continuous time worked immediately preceding the reclassification for which he/she was properly  
24 paid “work outside of classification pay” per Article 9 of the Agreement.

1 **ARTICLE 10: ANNUAL VACATION**

2 (All references in this Article to “Director” shall include the director’s designee.)

3 **Section 10.2.** Annual vacations with pay shall be granted to eligible Community and Human  
4 Services Department employees pursuant to King County Code 3.12.190 computed as shown in the  
5 table below:

6

Full Years of Service		Maximum Total Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

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1 **ARTICLE 11: HOLIDAYS**

2 **Section 11.1. Holidays Observed.** The following day or days in lieu thereof shall be  
3 recognized as holidays without salary deduction:

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5 New Year's Day	January 1
6 Martin Luther King Jr.'s Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4
10 Labor Day	First Monday in September
11 Veteran's Day	November 11
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Day immediately following
14 Christmas Day	December 25
15 Two (2) Personal Holidays	

16

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

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23 **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**  
24 **LEAVE, AND LEAVES OF ABSENCE**

25 **Section 12.1.** Except as where specifically provided for otherwise under this MOA and  
26 collective bargaining agreement, sick leave shall be administered as provided for under King County  
27 Code chapter 3.12.

1 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

2 **Section 17.1. Work Week.**

3 A. All full-time employees allocated into an FLSA-exempt position shall have a core  
4 work schedule of forty (40) hours per week effective upon implementation of this Agreement.

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

8 **Section 17.14. FLSA Exempt Employees Provision.** Employees are eligible to receive  
9 Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive  
10 Administration and Professional Employees (Executive Policy PER 8-1-2).

11  
12 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**

13 **PRIORITY**

14 **Section 18.5. Layoff/Recall**

15 A. **Layoff:** Employees laid off as a result of a reduction of work and/or shortage of  
16 funds shall be laid off according to seniority within classification. However, effective September 1,  
17 2011, a less-senior employee will not be subject to layoff under the following conditions:

18 1. The average of the less senior employee's evaluation scores from the prior  
19 three full-year evaluations is more than 10% above the score of another employee within the  
20 classification with greater seniority. (To calculate the 10% figure, the higher score is reduced by  
21 10%.)

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

25 Seniority shall be based on time in a paid status in a regular position of DCHS in the  
26 bargaining unit, however, seniority will not continue to accrue after an unpaid leave exceeds thirty  
27 (30) consecutive days. For purposes of this Article, time spent working in a bargaining unit position  
28 in DCHS in a special duty capacity shall not count towards seniority. Employees subject to layoff

1 from a position in Public Health shall not be eligible to bump an employee in a DCCHS bargaining unit  
2 position. Employees subject to layoff from a position in DCCHS shall not be eligible to bump an  
3 employee in a Public Health bargaining unit position.

4                   3. For any layoffs conducted between September 1, 2011 and August 31, 2012,  
5 only the prior two full-year evaluations (i.e., cycles September 2009 through August 2010 and  
6 September 2010 through August 2011) will be used to determined whether a less senior employee  
7 qualifies to avoid layoff by seniority.

8                   **B. Recall:** Employees laid off shall be recalled to the position from which s/he was  
9 laid off in inverse order of layoff (i.e., those with the most seniority being recalled first). Recall rights  
10 shall expire two years from the date of layoff.

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12 **ARTICLE 20: GENERAL CONDITIONS**

13                   **Section 20.6. Defense Against Claims.** In accordance with applicable provisions in the King  
14 County Code, the County agrees to defend and pay any proper claim against its employees in  
15 connection with any claims for damage and/or litigation arising from conduct, acts or omissions of  
16 such employees in the scope and course of their employment with the Department.

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

19                   **Section 23.3. Training**

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

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27 **ARTICLE 25: RETIREMENT.**

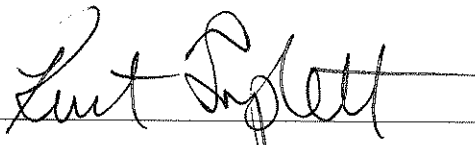
28                   All employees covered by this MOA shall be covered by the state Public Employee

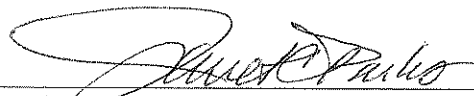
1 Retirement System, pursuant to applicable County Ordinance and State Law.

2  
3 **PART C. DURATION OF THIS AGREEMENT**

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5 The parties agree that this Memorandum of Agreement shall cover the time period of  
6 January 1, 2008 through December 31, 2010.

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8 APPROVED this May day of 29<sup>th</sup>, 2009.

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10 By:   
11 King County Executive

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21 Janet C. Parks  
22 Union Representative  
23 International Federation of Professional and  
24 Technical Engineers, Local 17, AFL-CIO

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Date May 8, 2009