

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 39 of the Master Labor Agreement
Public Safety Employees Union
Non-Commissioned - Department of Adult & Juvenile Detention
[191]**

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Public Safety Employees Union (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.

2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 4

Section 2. If Holiday falls on furlough: If a holiday (as defined in Article 4) falls on an eligible employee's furlough day, the employee may have the holiday converted to vacation leave and added to his or her vacation bank ~~is entitled to either schedule a day off some other time (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.~~

Article 7

Section 6. Employee Incentive/Career Development

Statement of Intent: The intent of the parties is that this program is to be funded through cost savings. It is also the intent of the parties that the cost of this program (employee incentive program) not exceed 1% of the total base wages of the bargaining unit.

~~_____ The parties agree that in addition to the costs, other factors that will be considered in evaluating the program include the effectiveness of the program in improving productivity and efficiencies (consistent with department adopted missions and goals) the ease of administration,~~

consistency in implementation, difficulties of implementation, effect on employee morale, and administration costs and demands.

A. Translation

Employees will be paid an amount equal to five hundred dollars (\$500) per year (converted to an hourly ~~figure or per pay period figure, consistent with the payroll system~~) who are placed on a list by the Director as qualified to translate a language in the work place identified by (Director or his/her designees) Management as a language for which translation activity is necessary, as determined by the DAJD Director. Such employees must be fluent in the foreign language and be approved by a Joint Management and Union, selected three member native speaking community panel who will judge the ability of the employee to fluently speak the specific language in question and by the Department Director or his/her designee. Employees deemed eligible by the Director shall be placed on a list. Employees who are placed on the list are eligible for the premium described above.

This Section (A. Translation) is not subject to the grievance procedure contained in Article 12 of this collective bargaining agreement, except that the failure to pay the required premium after placement on the list of eligibles, is subject to such procedure.

B. Training

1) Management has the right to appoint a Training Coordinator to perform group training and to develop plans and processes to meet training needs. An employee so appointed will receive an amount equal to fifty dollars (\$50) premium (flat rate converted to an hourly ~~figure or per pay period figure, consistent with the payroll system~~) premium for each pay period in which this assignment is made and services are used by the employer.

Employees who are selected to train must, in the department's view, have the necessary skills/training to do formal group training, to assess training needs, develop training plans and to track whether training needs have been met.

Supervisors and lead workers are not eligible for this premium. This section is not subject to the grievance procedure, Article 12, except failure to pay the premium is subject to such procedure.

2) Management has the right to assign, in writing, an employee to train other employees. When an employee is assigned to train one-on-one for one full day or more, such employee will be paid 5% (five percent) (applied hourly or by pay periods) above his/her base pay for that day or days, under the following conditions:

a) The employee submits a timely request for training pay under this section. Requests should be submitted consistent with department policies and procedures, and if possible should be submitted within the pay period in which the training time is worked:

b) The training employee must be part of the evaluation process for the trainee, and;

c) Supervisors, leads, and those whose primary job duty is training, are not eligible for this premium.

D. Education

The department will pay to qualified employees a premium equal to thirty to fifty dollars (\$30 to \$50) per month premium (see below; converted to hourly figure or per pay period figure), provided that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. As with Section A (Translation) such premiums will not be paid if the degree constitutes a minimum requirement of the position.

Associate's Degree	(2 year Degree)	\$30 month premium (converted to hourly figure or pay period figure)
Bachelor's Degree	(4 year Degree)	\$40 month premium (converted to hourly figure or pay period figure)
Master's Degree		\$50 month premium (converted to hourly figure or pay period figure)

This section is subject to the grievance procedure.

Article 8

Section 1. Overtime:

Overtime shall be payable after working 40 hours in a week.

Hours Per Day	Hours Per Week
8.0	40
7.5	37.5
7.0	35

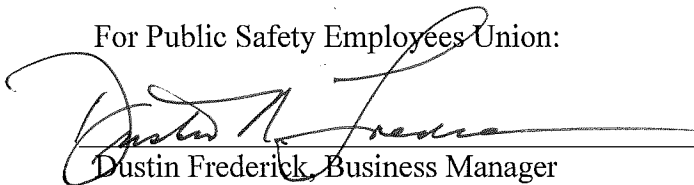
Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all regular compensated hours worked in excess of forty (40) per week, excluding paid sick leave hours calculated using all compensated hours, with the exception of sick leave.

Premium pay such as translation, training and education, shall be paid as multiple components of hourly pay for overtime purposes, and all prior practices of paying enriched rate overtime shall cease effective January 1, 2019.

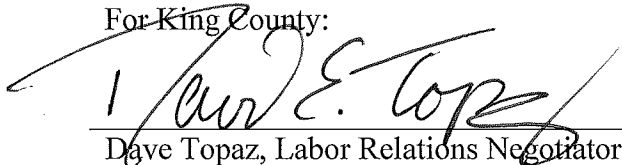
Article 9

Section 1. The working hours of the full-time classifications affected by this Agreement shall be the equivalent of ~~thirty five (35) to~~ forty (40) hours per week on an annualized basis.

For Public Safety Employees Union:


Dustin Frederick, Business Manager

For King County:


Dave Topaz, Labor Relations Negotiator-Senior