

Master Labor Agreement (MLA) - Appendix 40
Agreement Between King County
And
Public Safety Employees Union
Non-Commissioned - Department of Community & Human Services
[192]

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PUBLIC SAFETY EMPLOYEES UNION
NON-COMMISSIONED PROFESSIONAL EMPLOYEES
AT THE KING COUNTY
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

These articles constitute an agreement between King County and Public Safety Employees Union, the terms of which have been negotiated in good faith, between King County and the signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

Per MLA Preamble.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County Council recognizes the signatory organization as representing those regular full-time and regular part-time career service and probationary employees whose job classifications are listed in this Appendix (Wages). The County also recognizes the signatory organization as representing those temporary and term limited employees (TLT) (as opposed to regular employees) whose job classifications are listed in this Appendix (Wages), and who meet Washington State Public Employment Relations Commission's definition of "employee".

Temporary and term limited employees (defined in Appendix B (Definitions)) however, are covered only by Article 7 (Wage Rates) Sections 1-4, of this collective bargaining agreement. No other provision in this collective bargaining agreement applies to temporary or term limited employees. Except that Article 7 (Education) applies to TLT employees but not to temporaries.

Vacation, sick leave, holidays and health care benefits for temporary and term limited employees shall be governed by King County Code.

Section 2. Union Security: It shall be a condition of employment that all regular full-time, regular part-time, temporary and term limited employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the Union for their representation to the extent permitted by law.

1 It shall be a condition of employment that regular full-time, regular part-time, temporary and
2 term limited employees, covered by this Agreement and hired on or after its effective date shall, on
3 the thirtieth calendar (consecutive) day following such employment, become and remain members in
4 good standing in the Union, or pay an agency fee to the Union for their representation to the extent
5 permitted by law.

6 Provided, however, employees who hold genuine religious beliefs or tenets which object to
7 membership in the Union, as provided by state and federal law, shall not be required to tender those
8 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an
9 amount of money equivalent to regular union dues and initiation fee to a non-religious charity
10 mutually agreed upon between the public employee and the Union. The employee shall furnish
11 written proof that payment to the agreed upon non-religious charity has been made. If the employee
12 and the Union cannot agree on the non-religious charity, the Public Employment Relations
13 Commission shall designate the charitable organization.

14 All initiation fees and dues paid either to the Union or charity shall be for non-political
15 purposes.

16 **Section 3. Dues Deduction:** Upon receipt of signed acknowledgement by employee of the
17 union's exclusive recognition, and signed authorization employee allowing for dues deduction, the
18 County shall have deducted from the pay of such employee the amount of dues as certified by the
19 secretary of the signatory organization and shall transmit the same to the treasurer of the signatory
20 organization.

21 The signatory organization will indemnify, defend, and hold the County harmless against any
22 claims made and against any suit instituted against the County on account of any check-off of dues
23 for the signatory organization. The signatory organization agrees to refund to the County any
24 amounts paid to it in error on account of check-off provision upon presentation of proper evidence
25 thereof.

26 **Section 4. Union Notification:** Per Article 20 of MLA.

27 **Section 5. Bargaining Unit Roster:** The County will transmit to the Union a current listing
28 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed

twice per calendar year. Such list shall include the name of the employee, classification, department and salary.

ARTICLE 3: RIGHTS OF MANAGEMENT

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to:

A. determining the mission, budget, organization, number of employees, and internal security practices of the Departments;

B. recruiting, examining, evaluating, promoting, training, transferring employees of its choosing, and determining the time and methods of such action;

C. disciplining employees, including the suspension, demotion, or dismissal of employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of the MLA.

D. assigning and directing the work force;

E. developing and modifying class specifications;

F. determining the method, materials, and tools to accomplish the work;

G. designating duty stations and assigning employees to those duty stations;

H. reducing the work force;

I. establishing reasonable work rules;

J. assigning the hours of work;

K. taking whatever actions may be necessary to carry out the Department's mission in case of emergency.

L. Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system is vested exclusively in King County. Implementation of such system may include, but is not limited to, the conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make necessary changes to the payroll system that will standardize pay practices and FLSA work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be reopened at any time during the life of this Agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

1 M. Requiring employees to serve a period of probation that does not exceed one year.

2 N. Assigning bargaining unit work to any member of the bargaining unit, consistent with this
3 collective bargaining agreement.

4 In prescribing policies and procedures relating to personnel and practices, and to the
5 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,
6 as appropriate. However, the parties agree that the Employer retains the right to implement any
7 changes to policies or practices that are not mandatory subjects of bargaining. All of the functions,
8 rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this
9 Agreement are recognized by the Union as being retained by the Employer.

10 O. Personnel Guidelines/Career Service: King County retains the right to bargain changes or
11 effects - to the extent required by law - to King County Personnel/Career Service Rules, and may
12 propose such changes at any time. Such proposals may be discussed in labor/management meetings
13 or any forum acceptable to the parties.

14 P. Performance Review: King County retains the right to develop and implement a new
15 performance evaluation system, consistent with the authority retained by the County in Article 3,
16 Section B supra.

17 **ARTICLE 4: HOLIDAYS**

18 In Addition to Article 10 of the MLA.

19 **Section 1. Overtime Payment:** All employees shall take holidays on the day of observance
20 unless their work schedule requires otherwise for continuity of services, in which event, they shall be
21 paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in
22 addition to the regular holiday pay.

23 **Section 2. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits
24 based upon the ratio of hours actually worked (less overtime) to a standard work year.

25 **ARTICLE 5: VACATIONS (in place of MLA Vacation Article 35) And Vacation Cap (Per**
26 **MLA**

27 The following is in place of MLA Article 35:

28 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours

per week, shall receive vacation benefits as indicated in the following table:

Full Years of Service	Maximum Annual Leave in 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

Section 1.a. Accrual - 35 Hour Employees: Regular employees working less than 40 hours per week shall receive prorated vacation benefits.

Section 2. Monthly Accrual - Vacation Holidays and Sick Leave: Employees with one or more continuous years of service shall accrue vacation benefits monthly pursuant to King County policy and ordinances. Employees shall be charged vacation based on their daily work schedule (8 hour, 7.5 hour, or 7 hour).

Employees shall accrue vacation, sick leave and holiday pay on the basis of the hours they actually work; i.e. seven (7) hours, seven and one-half (7.5) hours or eight (8) hours.

1 **Section 3. Regular Part Time Employees:** Vacation benefits for regular, part-time
2 employees will be established based upon the ratio of hours actually worked (less overtime) to a
3 standard work year. For example: If a regular, part-time employee normally works four hours per
4 day in a department that normally works eight hours per day, then the part-time employee would be
5 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent
6 number of years service.

7 **Section 4. No County Employment While on Vacation:** No person shall be permitted to
8 work for compensation for the County in any capacity during the time when vacation benefits are
9 being drawn.

10 **Section 5. Leave Increments:** For overtime eligible employees, vacation, sick leave and
11 unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department
12 director or his/her appointed designee.

13 **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, a non-
14 probationary employee will be paid for unused vacation credits up to a maximum allowable
15 accumulated vacation. Probationary employees who have left King County (except for those who
16 were terminated for cause) will be paid for unused vacation credits after 6 months of probation.
17 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in
18 Addendum A and shall also include longevity incentive pay for those who receive it.

19 **Section 7. Payment Upon Death of Employee:** In cases of separation by death, payment of
20 unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided
21 by RCW, Title 11.

22 **Section 8. Excess Vacation:** Employees must use vacation leave in excess of the maximum
23 accrual amount on or before the last day of the pay period that includes December 31 of each year.
24 Except that employees may continue to accrue additional vacation beyond the maximum specified
25 herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost.
26 Employees who leave King County employment for any reason will be paid for their unused vacation
27 up to the maximum specified herein, (480 hours for a 40 hour per week employee), consistent with
28 Section 6 above. Employees shall forfeit the excess accrual on or before the last day of the pay

period that includes December 31 of each year.

Section 9. Vacation Preference: In accordance with past practice, vacation shall be granted on a seniority basis within each unit and shall be taken at the request of the employee with the approval of the Director or his/her designee. Employees who are transferred involuntarily, and who have already had their vacation request approved as specified above, will be allowed to retain that vacation period regardless of their seniority within the new unit to which they are transferred.

Section 10. Vacation Donation: Employees may donate accrued vacation hours to other eligible King County Employees consistent with King County policy and ordinances.

Section 11. Vacation Cap: Per Article 9 of the MLA.

ARTICLE 6: SICK LEAVE

In place of MLA Article 34.

Section 1. Accrual: Regular full-time employees, and regular part-time employees who receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned.

Section 2. Sick Leave Extension: After the first six months of full-time service, a regular employee may, at the division director's discretion, be permitted to use up to five days of vacation as an essential extension of used sick leave. An employee may use vacation leave for sick leave for a Washington Family Care Act qualifying event. If an employee does not work a full twelve months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

Section 3. Increments: For overtime eligible employees, sick leave may be used in one-quarter (1/4) hour increments at the discretion of the division director or department director.

Section 4. No Sick Leave Limit: There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 5. Verification of Illness: Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed healthcare provider may be required for any requested sick leave absence.

Section 6. Separation from Employment: Separation from County employment except by

reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the County within two years, accrued sick leave shall be restored.

Section 7. Pregnancy Disability: Accrued sick leave may be used for absence due to temporary disability caused by pregnancy.

Section 8. Other Than County Employment: Sick leave because of an employee's physical incapacity shall not be approved where the injury is directly traceable to employment other than with the County.

Section 9. Sick Leave Cashout: Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who leave the County's employment in good standing after twenty-five (25) years or more or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

Section 10. Maximum Compensation: Employees injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the net regular pay of the employee. Provided that employees who qualify for workers' compensation may receive payments equal to net regular pay.

Section 11. Uses of Sick Leave: Employees are eligible for payment on account of illness for the following reasons:

- A. Employee illness;
- B. Employee disability due to pregnancy or childbirth;
- C. Employee exposure to contagious diseases and resulting quarantine;
- D. Employee keeping medical, dental, or optical appointments;
- E. Employee caring for a child under the age of eighteen (18) with a health condition that requires treatment or supervision (pursuant to RCW 49.12.270);
- F. As required under state or federal law;

1 G. To volunteer in a child's school for up to a maximum of 3 days on the conditions
2 set forth in the King County Personnel Guidelines.

3 **Section 12. Family Care and Bereavement Leave:** Per MLA Articles 11 and 8.

4 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave
5 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of
6 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)
7 additional hours credited to their vacation account. Employees who have used more than sixteen (16)
8 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their
9 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.
10 Pro rata eligibility and incentive hours will be applied to 35 hour employees, as well as other
11 employees who work fewer than 40 hours per week.

12 **Section 14. Prescribed Period of Absence:** Holidays or regular days off falling within the
13 prescribed period of absence will not be charged against accrued sick leave.

14 **ARTICLE 7: WAGE RATES**

15 In Addition to MLA and Total Compensation Agreement.

16 **Section 1:** Wage ranges assigned to the classifications in this unit are listed in Addendum A.

17 **Section 2. Work Out of Class:** In Place of MLA Article 37. King County may assign an
18 employee to work out of class whenever an employee is assigned, in writing (such assignments must
19 be in writing), by the division director or his/her designee, to perform the duties of a higher
20 classification for a period of one full working day or more, that employee shall be paid at the first
21 step of the higher class or a minimum of five percent 5%, whichever is greater, over the salary
22 received prior to the assignment, for all time spent while so assigned. Additional compensation shall
23 not exceed the maximum of the salary range for the assigned classification. King County may assign
24 employees to perform the work of a lower classification, but while so assigned, the employee will be
25 paid at the rate of his/her normal classification.

26 **Section 3. Lead Worker Pay:** Employees assigned, in writing, by the division director or
27 his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent
28 (5%) greater than their regular rate for all time so assigned, unless placed in a "lead worker"

1 classification, in which case the wage range assigned to that classification will apply.

2 Assignment of "lead worker" will not confer on an employee any privilege, right of appeal, or
3 right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may
4 be revoked at any time at the sole discretion of management at such time as the "lead worker"
5 designation is removed, the employee's compensation reverts to the rate received prior to the
6 designation. Except that when revocation of lead worker pay is used as a disciplinary sanction, it
7 shall be subject to the grievance procedure and requirements of just cause.

8 **Section 3. Salary on Promotions:** Any employee who is promoted to a higher classification
9 shall receive the beginning step for the higher classification or the next higher salary step as would
10 constitute a minimum of five percent (5%) increase over the salary received prior to the promotion.

11 **Section 4. Employee Incentive/Career Development:**

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

15 The parties agree that in addition to the costs, other factors that will be considered in
16 evaluating the program include the effectiveness of the program in improving productivity and
17 efficiencies (consistent with department adopted missions and goals) the ease of administration,
18 consistency in implementation, difficulties of implementation, effect on employee morale, and
19 administration costs and demands.

20 **A. Translation**

21 Regular full-time employees who are formally certified by the State of Washington to perform
22 interpreting/translation services may request that their Director or his/her designee select the
23 employee for purposes of placing the employee's name on a list to be published and distributed
24 annually within the department. Placement on or removal from such list is at the discretion of the
25 Director or designee.

26 Those employees named on such list are eligible and qualified to perform
27 translation/interpreting services for the department and are eligible to receive a five hundred dollar
28 (\$500) (flat monthly rate of \$41.67 converted to an hourly figure or divided into the number of pay

1 periods per year) per year premium for such services. Employees who are placed on the eligibility
2 list after January 1st of any given year shall be paid a prorated share of the five hundred dollars
3 (\$500) yearly premium (flat monthly rate of \$41.67 converted to an hourly figure or divided into the
4 number of pay periods per year). Employees who are placed on the eligibility list after January 1st of
5 any given year shall be paid such premium the month following placement on such list.

6 The intent of this provision is to compensate employees who may be called upon by their
7 departments on a regular basis to provide interpreting/translation services. It does not apply to any
8 employee whose class specification or job description requires such skills, and it is not intended that
9 people who are expected to do casual informal interpreting be placed on the list of employees eligible
10 for the premium. State Certification is at the employee's expense.

11 The department agrees to use only these employees on the "list" of eligibles to
12 interpret/translate in the formal manner described above, except in cases of emergency or when, due
13 to unforeseen circumstances, no one on the list can speak the language required. The department
14 retains the right to hire interpreters/translators other than their own employees.

15 Examples of the situations anticipated by this premium include but are not limited to:

- 16 1) A prescheduled witness interview, or;
17 2) The translation of a legal document or a written witness statement into either
18 English or another language.

19 Examples of situations in which the departments would not be restricted to the "list" include
20 but are not limited to:

- 21 1) The reading of a citation by a Spanish speaking receptionist to a Spanish speaking
22 citizen who walks in off the street;
23 2) The same receptionist or another employee giving directions over the phone in a
24 language other than English.

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

28 **B. Training** (In Addition to Article 36 of the MLA)

1 1) Management has the right to appoint a Training Coordinator to perform
2 group training and to develop plans and processes to meet training needs. An employee so appointed
3 will receive fifty dollars (\$50) premium (flat rate converted to an hourly figure or divided into each
4 applicable pay period) for each pay period in which this assignment is made and services are used by
5 the employer.

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

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

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

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

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

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

22 **C. Budgetary Savings**

23 Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year
24 (divided and paid hourly or by number of pay periods in the year) as a "bonus"/performance pay,
25 when an employee demonstrates to the department Director or designee that she/he has taken action
26 or recommended action that has resulted in cost savings or additional revenue for the department to
27 which the employee is assigned. Such savings/additional revenue must be a minimum of \$1,000 to
28 qualify for this, "bonus"/performance pay. Request for such a "bonus"/performance pay must be

made initially with the employee's immediate supervisor who will make a written recommendation that will proceed up the chain of command.

Request for the "bonus"/performance pay must be made by the employee within sixty (60) days of the action taken by the employee or within sixty (60) days the budgetary savings is realized by the particular department, whichever is greater.

The employee requesting this "bonus"/performance pay has the burden of providing documentation as proof to the department that the cost savings was realized and that this employee was responsible.

If a group of employees takes credit for the savings revenue or if more than one employee requests the "bonus" (performance pay) for the same action, the department Director or designee shall submit to the union a list of those employees the department believes appear to be eligible and the union will select the employee who will receive the "bonus" or will respond with a recommendation for dividing up the "bonus".

This section is not subject to the Article 12 grievance procedure in this collective bargaining agreement, except that if the department determines that such action has resulted in savings/additional revenue of a minimum of one thousand dollars (\$1,000) and the one hundred dollars (\$100) "bonus" is not paid, this action may be grieved.

D. Education

The department will pay to qualified employees a premium of fifty dollars (\$50) per month (see below; converted to hourly figure or per pay period figure), provided that the employee has obtained an M.A. degree from any accredited state college.

Master's Degree	\$65 per month premium (converted to hourly figure or pay period figure)
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This section is subject to the grievance procedure.

Section 5. Shift Differentials: The value of the shift differential has been rolled over into the base wage of bargaining unit employees who previously received such differential, and is included in the wages outlined in the Wage Article of this appendix. No employees shall receive shift differential

as a separate premium.

Section 6. *Reinstated Employees:*

A. Reinstatement Within One Year: Employees who are reinstated pursuant to Career Service Rules within one calendar year of the date they left County service shall, upon reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the same salary step that they were on when they left service plus any step advancement due for the addition of the current service.

B. Reinstatement Within Two Years: Employees who are reinstated pursuant to Career Service Rules within two (2) calendar years but after one (1) calendar year shall, upon reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of twelve (12) months actual service after reinstatement, (or six (6) months for job classifications for which employees receive a step increase after six (6) months of service) they shall be compensated at the equivalent of the same salary step that they were on when they left service plus any step advancement due for the addition of the current service.

C. In order to receive credit for prior service under this Section, employees must receive an overall rating of "Meets Standards" or better on all performance evaluations during the six (6) month or one (1) year period respectively.

ARTICLE 8: OVERTIME

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

1 calculated using their actual hours worked. "Actual hours worked" excludes all sick leave.

2 **Section 2. Callouts:** Per Article 33 of the MLA.

3 **Section 3: Pre Scheduled Training:** In the event that the department requires an employee
4 to attend a mandatory training session and such training is not directly before or after a shift or during
5 a shift, then a two (2) hour minimum will be paid.

6 **Section 4. Overtime Authorization:** All overtime shall be authorized by the Department
7 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a
8 regularly scheduled work day for the individual crew.

9 **Section 5. Minimum Standards Set By Law:** If any provision of this article conflicts with
10 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal
11 FLSA, then those minimum standards shall apply.

12 **Section 6. Work Week:** For the purpose of calculating overtime compensation, an
13 employee's work week shall be defined as beginning at 12 a.m. Saturday and ending 11:59 p.m.
14 Friday.

15 **Section 7. Compensatory Time:** In lieu of overtime pay, an employee may request, in
16 writing, prior to working the overtime, compensatory time at the rate of time and one half for each
17 hour of overtime that was worked, provided: all comp time must be authorized by Department
18 management. If denied, the overtime work will be compensated with overtime pay. A denial of a
19 request to be compensated for overtime hours worked with comp time rather than overtime pay is
20 within the discretion of management and is not subject to the grievance procedure of this collective
21 bargaining agreement, but may be discussed in Labor Management Meetings.

22 Under normal conditions, the following conditions will apply to the use of comp time:

23 **A.** A maximum of forty (40) straight time hours may be accrued.

24 **B.** Comp time balances may be carried over from calendar year to calendar year, but
25 may not go above the referenced forty (40) hour maximum. All overtime hours worked by an
26 employee whose comp time balance is already at the above-referenced maximum will be
27 compensated with overtime pay.

28 **C.** When an employee requests to use accrued comp time, comp time will be

1 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same
2 operational and staffing considerations will apply. When such a request is submitted, it will be
3 granted within a reasonable period of time after such request, unless to do so will "unduly disrupt"
4 the operations of the department.

5 **D.** The parties agree that a "reasonable period" of time, as referred to above, and as
6 defined by the Fair Labor Standards Act (FLSA), is no longer than six (6) months after the employee
7 has made the request to use accrued comp time.

8 **E.** Employees will note their comp time balances (as reflected either on their pay
9 stubs or in payroll) and submit requests for the use of comp time only when they have adequate leave
10 in their comp time bank to cover the request.

11 **F.** For the few remaining employees in DCHS who work a 35-hour work week, comp
12 time may be allowed at straight time for hours between 35-40 hours worked in a week.

13 The parties share an interest in keeping both the cost and administrative burden of
14 compensatory time to a minimum. Both factors will be evaluated at the end of the contract period.

15 **Section 7. Voluntary Training:** Employees who request training on a voluntary basis will
16 not be paid for study time associated with said training, nor will overtime compensation be paid for
17 workdays that extend beyond the normal contractual workday if said workday is part of the normal
18 training schedule, provided, however, employees who are required to attend by the Department will
19 be paid their regular wage for attending training, plus any overtime, if applicable, pursuant to the
20 overtime provisions of this agreement.

21 **Section 8. Executive Leave:** Employees who are both FLSA and contract overtime exempt
22 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,
23 consistent with King County policies, rules and procedures for the assignment and use of such leave.
24 This leave must be taken the year it was awarded, and may not be carried over from year to year.

25 **ARTICLE 9: HOURS OF WORK**

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

28 **Section 2. Work Schedules:** The establishment of reasonable work schedules and starting

1 times is vested solely within the purview of department management and may be changed from time
2 to time provided a two (2) week prior notice of change is given, except in those circumstances over
3 which the Department cannot exercise control. PROVIDED: the required two (2) calendar week (or
4 ten (10) working days) notification period shall not commence until the employee has received verbal
5 or written notification of the proposed change.

6 In the exercise of this prerogative, department management will establish schedules to meet
7 the dictates of the workload, however, nothing contained herein will permit split shifts.

8 Employees with paid meal periods are subject to being called back to work at any time during
9 a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave
10 the employer's facility to which the employee is assigned, during their paid breaks or meal periods.
11 The employer will schedule break periods to assure adequate coverage.

12 **Section 3. Minimum Standards:** If any provision in this article shall conflict with the
13 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

14 **Section 4. Employee Requests:** Work schedules may be altered, upon written request of the
15 employee, to a flex schedule, a 4/10 schedule, or an alternative schedule mutually agreed upon by the
16 employee and management, for so long as the parties agree in writing.

17 **Section 5. Job Sharing:** If two employees in the same job classification and work site wish
18 to job share one full-time position, they shall submit such a request in writing to their immediate
19 supervisor. The immediate supervisor shall submit such request to the Department Director, or
20 Division Director. The request shall be transmitted to the Department Director. The Department
21 Director shall have ninety (90) days from the date he/she receives the request to review the request
22 and either approve or deny the request for job sharing. Employees who job share one full-time
23 position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as
24 other half-time County employees. In the event that one of the job-sharing employees terminates
25 his/her employment (voluntarily or involuntarily), the County shall have the following options:

26 A. No change to the situation, allowing a half-time position to continue.

27 B. Fill the vacant half-time position with temporary help.

28 C. Expand the half-time position to a full-time position, as long as the employee is

given sixty (60) calendar days notice of the employer's intent to so expand.

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

Per Article 25 of the MLA.

ARTICLE 11: MISCELLANEOUS

Section 1. Leave of Absence for Union Employment: Per Article 24 of the MLA.

Section 2. Mileage Reimbursement: Per MLA Article 24.

Section 3. Access to Premises: The Employer administration shall afford Union representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Union representatives shall guard against use of excessive time in handling such responsibilities.

Section 4. Loss of Personal Effects: Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at department expense, not to exceed \$150.00.

Section 5. Mandatory Higher Education: Employees who are required to obtain additional formal education beyond that initially required for employment shall be allowed time off from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion of management.

Section 6. Jury Duty: Per Article 5 of the MLA.

Section 7. Bus passes: Per Article 38 of the MLA.

Section 8. Transfers: Prior to the implementation of involuntary transfers the Department will ask for volunteers. If no employees volunteer for the openings then the procedure referenced below will be implemented.

Employees who are transferred involuntarily between programs within the Department, e.g., Vet's Program or Work Training Program, due to program closure or staff realignment shall be

transferred based on reverse seniority with the least senior employee being transferred first. An exception to this seniority rule may be made at the discretion of King County when an employee who is not the least senior has specific training or specific skills that are needed in the position. Justification for this exception must be articulated by King County.

Section 9. Probationary Period: All new, and reinstated career service employees serve a probationary period of up to one (1) year from the date of their appointment. During this period, the employee is evaluated as a part of the final selection process; appointment to a career service position is not considered final unless the employee successfully completes a probationary period. Career service employees who are promoted, or demoted serve a probationary period from the date of their change in status. The probationary period rules relating to such period are defined by King County Career Service Personnel Guidelines.

ARTICLE 12: GRIEVANCE PROCEDURE

Per Article 26 of the MLA.

ARTICLE 13: BULLETIN BOARDS

Per Article 23 of the MLA.

ARTICLE 14: NON-DISCRIMINATION

The Employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, age, sex, or any sensory, mental or physical handicap.

The parties agree that personnel actions may be taken to accommodate disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an accommodation under the ADA shall take precedence over any conflicting provisions of this agreement.

Grievances under this article may proceed through Step 4 only and may not go to arbitration. The employee's right to file a complaint with an administrative agency under the appropriate County, State, or Federal law is not limited by this Article but such rights are subject to the appropriate statutes of limitations contained in such laws.

ARTICLE 15: SAVINGS CLAUSE

Per Article 30 of the MLA.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1. No Work Stoppages:** The employer and the signatory organization agree that the
3 public interest requires efficient and uninterrupted performance of all County services, and to this end
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
5 signatory organization shall not cause or condone any work stoppage, including any strike,
6 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not
7 bona fide, or other interference with County functions by employees under this agreement and should
8 same occur, the signatory organization agrees to take appropriate steps to end such interference. Any
9 concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of
10 the above activities have occurred.

11 **Section 2. Union Responsibilities:** Upon notification in writing by the County to the
12 signatory organization that any of its members are engaged in a work stoppage, the signatory
13 organization shall immediately, in writing, order such members to immediately cease engaging in
14 such work stoppage and provide the County with a copy of such order. In addition, if requested by
15 the County, a responsible official of the signatory organization shall publicly order such signatory
16 organization employees to cease engaging in such a work stoppage.

17 **ARTICLE 17: WAIVER CLAUSE**

18 The parties acknowledge that each has had the unlimited right within the law and the
19 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
20 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
21 agreement. Therefore, the County and the signatory organization, for the duration of this agreement,
22 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
23 not specifically referred to or covered by this Agreement.

24 The parties agree that in the event they enter into memoranda of understanding during the life
25 of this agreement, such agreements are binding when signed by authorized representatives of the
26 parties. No ratification process is required.

27 **ARTICLE 18: REDUCTION-IN-FORCE**

28 **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be

1 laid off according to inverse seniority within the classification, with the employee with the least time
2 being the first to be laid off. In the event there are two (2) or more employees eligible for layoff
3 within the Department with the same classification seniority, the Department head will determine the
4 order of layoff based on employee performance, PROVIDED: no regular or probationary employee
5 shall be laid off while there are temporary employees serving in the class or position for which the
6 regular or probationary employee is eligible and available. Each employee will have an adjusted
7 service date based on their length of service within their classification and Department.

8 **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
9 probationary employee may on the basis of classification seniority, bump the least senior employee in
10 any lower level position (within the department and bargaining unit) formerly held by the employee
11 designated for layoff, provided that the employee exercising his/her right to bump has more seniority
12 in the classification than the employee who is being bumped.

13 **Section 3. Re- Employment List:** The names of laid off employees will be placed in order of
14 layoff (with the employees with the most seniority as defined above placed at the top of the list) on a
15 Re-employment List for the classification previously occupied. The Re-employment List will remain
16 in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs
17 first.

1 **ARTICLE 19: DURATION**

2 Per Article 31 of the MLA.

3
4 APPROVED this 15 day of MARCH, 2018.

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8 By: Dow Constant
9 King County Executive

10
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12 Public Safety Employees Union:

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14 Dustin N. Frederick 2/6/18
15 Dustin N. Frederick
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cba Code: 192

Addendum A - Wages
Public Safety Employees Union
Non-Commissioned Employees
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
Effective 1/1/2016

Union Code: H8

Job Class Code	PeopleSoft Job Code	Classification Title	SQUARED TABLE RANGE	Step 1 for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
3118100	315101	Social Services Professional	52	Range 52, Step 1	Range 52, Step 2	Range 52, Step 3	Range 52, Step 4	Range 52, Step 5	Range 52, Step 6	Range 52, Step 7	Range 52, Step 8	Range 52, Step 9	Range 52, Step 10
3118200	315201	Social Services Professional - Senior	57	Range 57, Step 1	Range 57, Step 2	Range 57, Step 3	Range 57, Step 4	Range 57, Step 5	Range 57, Step 6	Range 57, Step 7	Range 57, Step 8	Range 57, Step 9	Range 57, Step 10
3116100	312308	Social Worker	52	Range 52, Step 1	Range 52, Step 2	Range 52, Step 3	Range 52, Step 4	Range 52, Step 5	Range 52, Step 6	Range 52, Step 7	Range 52, Step 8	Range 52, Step 9	Range 52, Step 10
3116200	213406	Social Worker - Senior	57	Range 57, Step 1	Range 57, Step 2	Range 57, Step 3	Range 57, Step 4	Range 57, Step 5	Range 57, Step 6	Range 57, Step 7	Range 57, Step 8	Range 57, Step 9	Range 57, Step 10

For above classifications, progression to all steps above Step Two is on January 1.

APPENDIX A STEP PROGRESSION

1. All step increases are based upon satisfactory performance during previous service.
2. Step Progression: Employees covered by this collective bargaining agreement who start at step 1, shall automatically (consistent with other provisions of this collective bargaining agreement and Addendum A (Wages) attached) advance from step 1 to step 2 upon completion of 6 months of service regardless of the length of probation. Except that where the attached wage chart differs from this section, the wage chart prevails.

Thereafter, the employee will receive a step increase according to the wage addendum until they have reached the top step of their range. The department has the right to place employees on probation for a period of up to one year.
3. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the department.
4. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.
5. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.
6. Temporaries: Term Limited Temporary Employees shall also automatically advance through the Steps of their salary range, but do not pass probation, and are not subject to a just cause requirement. True temporaries shall not receive step increases.
7. New King County Career Service employees, who have relevant experience as temporary employees either as true temporaries or as term limited temporaries with King County in the same classification to which they are hired, should be given appropriate credit for such prior service with respect to step placement.
8. The parties agree that Article 7 and Addendum "A" of this collective bargaining agreement gives the Department the discretion to place employees with or without prior King County service in a classification at the step the department believes is appropriate, consistent with other collective bargaining agreement provisions and King County Personnel Rules. This applies whether the employee is a new employee, a lateral hire, a new Career Service employee, a transfer or a promoted employee.

APPENDIX B
DEFINITIONS - In Addition to MLA

For the purpose of this Agreement, the following definitions will apply:

1. Immediate Family:

“Immediate Family” as defined in King County’s Family and Medical Leave Ordinance # 13377, means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee’s spouse or domestic partner.

2. Party:

One of two parties to this collective bargaining agreement, King County or Public Safety Employees Union.

3. Human Resources Director:

“Human Resources Director” means the Director of the Human Resources Division of the Department of Executive Services.

4. Regular Full-Time Position:

“Regular Full-Time Position” means a regular position which has an established work schedule of not less than thirty-five (35) hours per week in those work units in which a thirty-five (35) hour week is standard, or of not less than forty (40) hours per week in those work units in which a forty (40) hour week is standard.

5. Regular Part-Time Position:

“Regular Part-Time Position” means a regular position in which the part-time regular employee is employed for at least nine hundred and ten (910) hours but less than a full time basis in a calendar year in a work unit in which a thirty-five (35) hour week is standard or for at least one thousand forty (1,040) hours but less than a full time basis in a calendar year in a work unit in which a forty hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40), the Director, in consultation with the Department, is responsible for determining what hour threshold will apply.

6. Temporary Position:

“Temporary Position” means a position which is not a regular position as defined in this Addendum and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this Addendum and short-term (normally less than six months)

APPENDIX B

DEFINITIONS - In Addition to MLA

temporary positions in which a temporary employee works less than nine hundred ten (910) hours in a calendar year in a work unit in which a thirty-five (35) hour work week is standard or less than one thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the Director, in consultation with the department, is responsible for determining what hour threshold will apply.

7. Temporary Employee:

“Temporary employee” means an employee employed in a temporary position and, in addition, includes an employee serving a probationary period or under provisional appointment. Under Section 550 of the charter, temporary employees are not members of the career service.

8. Term-Limited Temporary Position:

“Term-Limited Temporary Position” means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-routine, substantial body of work, for a period greater than six months.

9. Term-Limited Temporary Employee:

“Term-Limited Temporary Employee” means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service.

Term-limited temporary employees may not be employed in term-limited temporary positions longer than three (3) years beyond the date of hire, except that for grant-funded projects, capital improvement projects, and information systems technology projects the maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

APPENDIX C

**Memorandum of Agreement
By and Between
King County
and
Public Safety Employees Union
(Representing Non-commissioned Employees in the
Department of Community and Human Services)
and
Washington State Coalition of County and City Employees, Council 2, Local 1652M
(Representing Social Workers in the Department of Community and Human Services)**

Subject: Use of the professional title "Social Worker" per RCW 18.320.010 and creation of King County "Social Service Professional" title

The parties, the Public Safety Employees Union ("PSEU"), represented by Dustin Frederick, Washington State Council of County and City Employees, Council 2, Local 1652M ("WSCCCE") represented by Diana Prenguber, and King County, represented by Deborah Bellam, have discussed issues relating to RCW 18.320.010 and the restrictions it places on the use of the professional title "Social Worker". Since Social Workers and Senior Social Workers in the Dislocated Worker's Program in the Community Services Division ("CSD") of the Department of Community and Human Services ("DCHS"), are represented by WSCCCE, and since the Social Workers and Senior Social Workers in DCHS in programs other than the Dislocated Worker's Program are represented by PSEU, the three parties have discussed the current Social Worker classifications in King County DCHS and the best way to implement the above-referenced legal requirement. The parties have fully resolved all labor issues with respect to this requirement. A summary of the understanding of the parties is outlined below.

King County has notified PSEU and WSCCCE that it will retain the classifications of "Social Worker" (Classification Code #3116100), and "Social Worker – Senior" (Classification Code #3116200), which classifications will be applied to King County DCHS Social Workers hired before January 1, 2012.

King County has also notified PSEU and WSCCCE that it will create new classification titles, namely "Social Service Professional" and "Social Service Professional - Senior", which classification titles will be assigned to the body of work done by Social Workers hired after January 1, 2012. The job duties and body of work assigned to the Social Worker classifications and the Social Service Professional classifications in DCHS are the same.

This Agreement makes no changes to the job duties, wages, or representation of DCHS Social Workers.

The parties agree to continue to meet and discuss, through the Labor Management Committee or another mutually agreed upon forum, King County and community interests as they relate to duties performed by DCHS Social Workers, Senior Social Workers, Social Service Professionals, and Senior Social Service Professionals, going forward.

[192] Public Safety Employees Union, Non-Commissioned - Department of Community and Human Services

[263] Washington State Council of County and City Employees, Council 2, Local 1652M; WorkSource - Department of Community and Human Services

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Page 1

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APPENDIX C

This agreement is the full and complete agreement of the parties on the issue of the implementation of RCW 18.320.010 to DCHS Social Workers. This Agreement is effective upon signatures of all three parties below.

For the Public Safety Employees Union:


Dustin Frederick
Business Manager

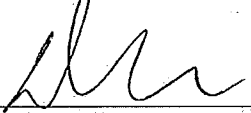
4/30/13
Date

For Washington State Council of County
and City Employees, Council 2, Local 1652M:

Diana Prenguber
Staff Representative

Date

For King County:



Deborah Bellam, Esq.
Labor Negotiator
Office of Labor Relations
King County Executive Office

5/15/13
Date

APPENDIX C

This agreement is the full and complete agreement of the parties on the issue of the implementation of RCW 18.320.010 to DCHS Social Workers. This Agreement is effective upon signatures of all three parties below.

For the Public Safety Employees Union:

Dustin Frederick
Business Manager

Date

For Washington State Council of County
and City Employees, Council 2, Local 1652M:

Diana Prenguber
Diana Prenguber
Staff Representative

5-14-13
Date

For King County

[Signature]
Deborah Bellam, Esq.
Labor Negotiator
Office of Labor Relations
King County Executive Office

5/15/13
Date