

**Coalition Labor Agreement (CLA) - Appendix for 192  
 Agreement Between King County  
 And  
 Public Safety Employees Union  
 Social Services Professionals - Department of Community & Human Services**

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**PUBLIC SAFETY EMPLOYEES UNION  
SOCIAL SERVICES PROFESSIONALS  
AT THE KING COUNTY  
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

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

The CLA shall apply to the individual bargaining unit's employees as follows:

**Section 1.1.** The Preamble in its entirety.

**Section 1.2.** All Superseding and non-superseding provisions of the CLA, except the following non-superseding provision, which does not apply to this bargaining unit:

Article 46: Waiver and Complete Agreement

**Section 1.3.** For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

<b>Provision</b>	<b>CLA Article</b>
Purpose	Preamble
Union notification	20
Vacation leave cap	9
Medical, dental & life insurance	25
Leave of absence for union employment	22
Mileage reimbursement	24
Jury duty	5
Bus passes	34
Grievance procedure	26
Bulletin boards	23
Savings clause	30
Duration	41

1 **ARTICLE 2: UNION RECOGNITION**

2           **Section 1.** The County recognizes the Union as representing those regular full-time and  
3 regular part-time career service and probationary employees whose job classifications are listed in  
4 this Appendix (Wages). The County also recognizes the Union as representing those temporary and  
5 term limited employees (TLT) (as opposed to regular employees) whose job classifications are listed  
6 in this Addendum A (Wages), and who meet Washington State Public Employment Relations  
7 Commission’s definition of “employee”.

8           Temporary and term limited employees (defined in Addendum C (Definitions)) however, are  
9 covered only by Article 7 (Wage Rates) Sections 1-3, of this collective bargaining agreement. No  
10 other provision in this collective bargaining agreement applies to temporary or term limited  
11 employees. Except that Article 7 (Education) applies to TLT employees but not to short-term  
12 temporary employees .

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

15           **Section 2. Bargaining Unit Roster:** The County will transmit to the Union a current listing  
16 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed  
17 twice per calendar year. Such list shall include the name of the employee, classification, department  
18 and salary.

19           **Section 3. Seniority.** Each employee will have an adjusted service date based on their length  
20 of service within their classification and Department. Subsequent to the 2019 Social Worker  
21 reclassification, where the collective bargaining agreement references seniority within a  
22 classification, all seniority accrued by employees that were in the Social Worker classification shall  
23 count as if the seniority was accrued in the Social Services Professional classification.

24 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

8           **D.** assigning and directing the work force;

9           **E.** developing and modifying class specifications;

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

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

12          **H.** reducing the work force;

13          **I.** establishing reasonable work rules;

14          **J.** assigning the hours of work;

15          **K.** taking whatever actions may be necessary to carry out the Department’s mission in case of  
16 emergency.

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

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

25          **N.** Assigning bargaining unit work to any employee in the bargaining unit, consistent with  
26 this collective bargaining agreement.

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

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

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

#### 14 **ARTICLE 4: HOLIDAYS WORKED**

15 In Addition to Article 10 of the CLA.

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

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

#### 22 **ARTICLE 5: VACATION USAGE AND SCHEDULING**

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

25 **Section 2. Monthly Accrual - Vacation Holidays and Sick Leave:** Employees with one or  
26 more continuous years of service shall accrue vacation benefits monthly pursuant to King County

1 policy and ordinances. Employees shall be charged vacation based on their daily work schedule  
2 (8 hour, 7.5 hour, or 7 hour).

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

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

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

14 **Section 5. Vacation Preference:** In accordance with past practice, vacation shall be granted  
15 on a seniority basis within each unit and shall be taken at the request of the employee with the  
16 approval of the Director or designee. Employees who are transferred involuntarily, and who have  
17 already had their vacation request approved as specified above, will be allowed to retain that vacation  
18 period regardless of their seniority within the new unit to which they are transferred.

19 CLA

20 **ARTICLE 6: SICK LEAVE**

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

23 **Section 2. Prescribed Period of Absence:** Holidays or regular days off falling within the  
24 prescribed period of absence will not be charged against accrued sick leave.

25 **ARTICLE 7: WAGE RATES**

26 General Wage Increases shall be pursuant to Coalition Labor Agreement Art. 29.

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

2           **Section 2. Lead Worker Pay:** Employees assigned, in writing, by the division director or  
3 designee to perform lead worker duties, shall be compensated at a rate which is five percent (5%)  
4 greater than their base rate for all time so assigned, unless placed in a “lead worker” classification, in  
5 which case the wage range assigned to that classification will apply.

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

12 **Promotions:** Any employee who is promoted to a higher classification shall receive the beginning  
13 step for the higher classification or the next higher salary step as would constitute a minimum of five  
14 percent (5%) increase over the base salary received prior to the promotion.

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

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

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

24                           **A. Translation**

25           Regular full-time employees who are formally certified by the State of Washington to perform  
26 interpreting/translation services may request that their Director or designee select the employee for

1 purposes of placing the employee’s name on a list to be published and distributed annually within the  
2 department. Placement on or removal from such list is at the discretion of the Director or designee.

3 Those employees named on such list are eligible and qualified to perform  
4 translation/interpreting services for the department and are eligible to receive a five hundred dollar  
5 (\$500) (flat monthly rate of \$41.67 converted to an hourly figure or divided into the number of pay  
6 periods per year) per year premium for such services. Employees who are placed on the eligibility  
7 list after January 1st of any given year shall be paid a prorated share of the five hundred dollars  
8 (\$500) yearly premium (flat monthly rate of \$41.67 converted to an hourly figure or divided into the  
9 number of pay periods per year). Employees who are placed on the eligibility list after January 1st of  
10 any given year shall be paid such premium the month following placement on such list.

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

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

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

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

24 Examples of situations in which the departments would not be restricted to the “list” include  
25 but are not limited to:



1                   1) The reading of a citation by a Spanish speaking receptionist to a Spanish speaking  
2 citizen who walks in off the street;

3                   2) The same receptionist or another employee giving directions over the phone in a  
4 language other than English.

5                   This Section (A. Translation) is not subject to the grievance procedure contained in Article 26  
6 of the CLA, except that the failure to pay the required premium after placement on the list of  
7 eligibles, is subject to such procedure.

8                   **B. Training** (In Addition to Article 44 of the CLA)

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

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

17                   Supervisors and lead workers are not eligible for this premium. This section is not subject to  
18 the grievance procedure, CLA Article 26, except failure to pay the premium is subject to such  
19 procedure.

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

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

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

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

5                                   **C. Budgetary Savings**

6                                   Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year  
7 (divided and paid hourly or by number of pay periods in the year) as a “bonus”/performance pay,  
8 when an employee demonstrates to the department Director or designee that they have taken action or  
9 recommended action that has resulted in cost savings or additional revenue for the department to  
10 which the employee is assigned. Such savings/additional revenue must be a minimum of \$1,000 to  
11 qualify for this, “bonus”/performance pay. Request for such a “bonus”/performance pay must be  
12 made initially with the employee’s immediate supervisor who will make a written recommendation  
13 that will proceed up the chain of command.

14                                   Request for the “bonus”/performance pay must be made by the employee within sixty  
15 calendar days of the action taken by the employee or within sixty calendar days the budgetary  
16 savings is realized by the particular department, whichever is greater.

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

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

25                                   This section is not subject to the CLA Article 26 grievance procedure , except that if the  
26 department determines that such action has resulted in savings/additional revenue of a minimum of

1 one thousand dollars (\$1,000) and the one hundred dollars (\$100) “bonus” is not paid, this action may  
2 be grieved.

3 **D. Education**

4 The department will pay to qualified employees a premium of \$65 per month (see below;  
5 converted to hourly figure or per pay period figure), provided that the employee has obtained an M.A.  
6 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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10 This section is subject to the grievance procedure.

11 **Section 5. Shift Differentials:** The value of the shift differential has been rolled over into the  
12 base wage of bargaining unit employees who previously received such differential, and is included in  
13 the wages outlined in the Wage Addendum of this appendix. No employees shall receive shift  
14 differential as a separate premium.

15 **Section 6. Reinstated Employees:**

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

22 **B. Reinstatement Within Two Years:** Employees who are reinstated pursuant to  
23 Career Service Rules within two (2) calendar years but after one (1) calendar year shall, upon  
24 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion  
25 of twelve (12) months actual service after reinstatement, (or six (6) months for job classifications for  
26 which employees receive a step increase after six (6) months of service) they shall be compensated at

1 the equivalent of the same salary step that they were on when they left service plus any step  
2 advancement due for the addition of the current service.

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

6 **ARTICLE 8: OVERTIME**

7 **Section 1. Overtime:**

8 Overtime shall be payable after working 40 hours in a week. Contractual weekly  
9 overtime shall be paid to employees for all hours worked in excess of forty (40) hours per FLSA  
10 workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed.

11 Overtime shall be paid at the contractual overtime rate. The Contractual Overtime Rate for  
12 each overtime hour worked shall be one and one-half (1-1/2) times the combined amount of the  
13 employee’s hourly base rate of pay, as specified in the Addendum A wage table, plus any  
14 applicable hourly pay premiums in effect at the time the overtime is worked that are contractually  
15 required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards  
16 Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid  
17 the higher rate of pay pursuant to the FLSA.

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

21 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department  
22 Director or designee in writing. Saturday and Sunday work is not overtime when it is a regularly  
23 scheduled work day for the individual crew.

24 **Section 4. Minimum Standards Set By Law:** If any provision of this article conflicts with  
25 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal  
26 FLSA, then those minimum standards shall apply.

1           **Section 5. Work Week:** For the purpose of calculating overtime compensation, an  
2 employee’s work week shall be defined as beginning at 12 a.m. Saturday and ending 11:59 p.m.  
3 Friday.

4           **Section 6. Compensatory Time:** In lieu of overtime pay, an employee may request, in  
5 writing, prior to working the overtime, compensatory time at the rate of time and one half for each  
6 hour of overtime that was worked, provided: all comp time must be authorized by Department  
7 management. If denied, the overtime work will be compensated with overtime pay. A denial of a  
8 request to be compensated for overtime hours worked with comp time rather than overtime pay is  
9 within the discretion of management and is not subject to the grievance procedure of the CLA, but  
10 may be discussed in Labor Management Meetings.

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

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

13                   **B.** Comp time balances at the end of the pay period that includes December 31 will be  
14 cashed out at the end of each calendar year. All overtime hours worked by an employee whose comp  
15 time balance is already at the above-referenced maximum will be compensated with overtime pay.

16                   **C.** If it is not feasible for an employee to use compensatory time during the calendar  
17 year in which it is accrued, the employee may then request, and the Department Director may  
18 approve, the carryover of a maximum of 40 hours of accrued compensatory time. Compensatory  
19 hours that have been carried over must be used within the first quarter of the new calendar year, or  
20 will be cashed out on the pay period that includes March 31.

21                   **D.** When an employee requests to use accrued comp time, comp time will be  
22 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same  
23 operational and staffing considerations will apply. When such a request is submitted, it will be  
24 granted within a reasonable period of time after such request, unless to do so will “unduly disrupt”  
25 the operations of the department.

26                   **E.** The parties agree that a “reasonable period” of time, as referred to above, and as

1 defined by the Fair Labor Standards Act (FLSA), is no longer than six (6) months after the employee  
2 has made the request to use accrued comp time.

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

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

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

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

16 **Section 8. Executive Leave:**

17 Employees who are both FLSA and contract overtime exempt employees shall receive a  
18 minimum of five (5) days of Executive Leave, each calendar year, consistent with King County  
19 policies, rules and procedures for the assignment and use of such leave. This leave must be taken the  
20 year it was awarded, and may not be carried over from year to year. Although all employees in the  
21 bargaining unit are paid on an hourly basis and are not eligible for Executive Leave, the parties leave  
22 the preceding language in the Appendix should FLSA-exempt positions be added to the bargaining  
23 unit.

24 **ARTICLE 9: HOURS OF WORK**

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

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

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

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

13           **Section 3. Minimum Standards:** If any provision in this article shall conflict with the  
14 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.  
15 However, for employees receiving paid meal periods and/or intermittent rest periods, this agreement  
16 specifically supersedes in total the State provisions regarding meal and rest periods for Employees,  
17 and as such, these employees do not receive a designated meal or rest period. Employees receiving a  
18 paid meal period will be entitled to meal and rest periods only as described in this agreement, and not  
19 those provided by State law.

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

23           **Section 5. Job Sharing:** If two employees in the same job classification and work site wish  
24 to job share one full-time position, they shall submit such a request in writing to their immediate  
25 supervisor. The immediate supervisor shall submit such request to the Department Director, or  
26 Division Director. The request shall be transmitted to the Department Director. The Department

1 Director shall have ninety calendar days from the date of receipt to review the request and either  
2 approve or deny the request for job sharing. Employees who job share one full-time position shall  
3 receive pro-rata benefits except medical benefits shall be granted on the same basis as other half-time  
4 County employees. In the event that one of the job-sharing employees terminates employment  
5 (voluntarily or involuntarily), the County shall have the following options:

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

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

8           C. Expand the half-time position to a full-time position, as long as the employee is  
9 given sixty (60) calendar days notice of the employer's intent to so expand.

10 **ARTICLE 10: MISCELLANEOUS**

11           **Section 1. Access to Premises:** The Employer administration shall afford Union  
12 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
13 management officials and/or aggrieved employees, provided that the Union representative and/or  
14 aggrieved employees contact their immediate supervisors, indicate the general nature of the business  
15 to be conducted, request necessary time without undue interference with assignment duties. Time  
16 spent on such activities shall be recorded by the Union representative on a time sheet provided by the  
17 supervisor. Union representatives shall guard against use of excessive time in handling such  
18 responsibilities.

19           **Section 2. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of  
20 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at  
21 department expense, not to exceed \$150.00.

22           **Section 3. Mandatory Higher Education:** Employees who are required to obtain additional  
23 formal education beyond that initially required for employment shall be allowed time off from work  
24 with pay to attend classes/seminars with scheduling approval of same at the sole discretion of  
25 management.

26           **Section 4. Involuntary Transfers:** Prior to the implementation of involuntary transfers the



1 Department will ask for volunteers. If no employees volunteer for the openings then the procedure  
2 referenced below will be implemented.

3 Employees who are transferred involuntarily between programs within the Department, e.g.,  
4 Vet’s Program or Work Training Program, due to program closure or staff realignment shall be  
5 transferred based on reverse seniority within the classification with the least senior employee being  
6 transferred first. An exception to this seniority rule may be made at the discretion of King County  
7 when an employee who is not the least senior has specific training or specific skills that are needed in  
8 the position. Justification for this exception must be articulated by King County.

9 **Section 5. Probationary Period:** All new, and reinstated career service employees serve a  
10 probationary period of a minimum of six months and up to one (1) year from the date of their  
11 appointment. During this period, the employee is evaluated as a part of the final selection process;  
12 appointment to a career service position is not considered final unless the employee successfully  
13 completes a probationary period. Career service employees who are promoted, or demoted serve a  
14 probationary period from the date of their change in status. The probationary period rules relating to  
15 such period are defined by King County Career Service Personnel Guidelines.

16 **ARTICLE 11: NON-DISCRIMINATION**

17 Grievances under this article may proceed through Step 3 (of the CLA grievance procedure)  
18 only and may not go to arbitration. The employee’s right to file a complaint with an administrative  
19 agency under the appropriate County, State, or Federal law is not limited by this Article but such  
20 rights are subject to the appropriate statutes of limitations contained in such laws.

21 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

22 **Section 1. No Work Stoppages:** The employer and the Union agree that the public interest  
23 requires efficient and uninterrupted performance of all County services, and to this end pledge their  
24 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall  
25 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
26 customarily assigned duties, sick leave absence which is not bona fide, or other interference with

1 County functions by employees under this agreement and should same occur, the Union agrees to  
2 take appropriate steps to end such interference. Any concerted action by any employees in any  
3 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

4 **Section 2. Union Responsibilities:** Upon notification in writing by the County to the Union  
5 that any of represented employees are engaged in a work stoppage, the Union shall immediately, in  
6 writing, order such employees immediately cease engaging in such work stoppage and provide the  
7 County with a copy of such order. In addition, if requested by the County, a responsible official of  
8 the Union shall publicly order the employees to cease engaging in such a work stoppage.

9 **ARTICLE 13: WAIVER CLAUSE**

10 The parties acknowledge that each has had the unlimited right within the law and the  
11 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
12 collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
13 agreement. Therefore, the County and the Union, for the duration of this agreement, each agree to  
14 waive the right to oblige the other party to bargain with respect to any subject or matter not  
15 specifically referred to or covered by this Agreement.

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

19 **ARTICLE 14: REDUCTION-IN-FORCE**

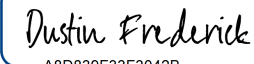
20 **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be  
21 laid off according to inverse seniority within the classification, with the employee with the least time  
22 being the first to be laid off. In the event there are two (2) or more employees eligible for layoff  
23 within the Department with the same classification seniority, the Department head will determine the  
24 order of layoff based on employee performance, PROVIDED: no regular or probationary employee  
25 shall be laid off while there are temporary employees serving in the class or position for which the  
26 regular or probationary employee is eligible and available. Each employee will have an adjusted

1 service date based on their length of service within their classification and Department.


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

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

12  
13 Public Safety Employees Union:

14 DocuSigned by:  
15   
ARD839E33F3042B  
16 Dustin Frederick  
17 Union Representative

18  
19 King County Office of Labor Relations:

20  
21 DocuSigned by:  
22   
7FF9183D721E453...  
23 David S. Levin  
24 Labor Relations Negotiator - Senior

1 **cba Code: 192**

**Union  
Code:  
H8**

2 **Addendum A – Wages**  
3 **Public Safety Employees Union**  
4 **Social Services Professionals**  
5 **DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>SQUARED TABLE RANGE</b>
3118100	315101	Social Services Professional	53
3118200	315201	Social Services Professional - Senior	57

**ADDENDUM B**  
**STEP PROGRESSION**

**1. Step Progression:**

**a. Employees hired at Step 1:** Employees covered by this collective bargaining agreement who start at step 1, shall automatically advance from step 1 to step 2 upon successful completion of probation. TLTs (who do not serve a probation period) will advance from step 1 to step 2 upon the completion of six months of service. Thereafter on each January 1st, the employee (including TLTs) will receive a step increase until they have reached the top step of their range.

**b. Employees hired above Step 1:** Progression to all steps is on January 1.

**c.** Step progression shall be consistent with CLA Article 29.4.

**2. 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.

**3.** Term Limited Temporaries do not serve a probation period and are not subject to the just cause provisions of this Appendix. The department has the right to place employees on probation for a period of up to one year.

**4.** New King County Career Service employees, who have relevant experience as temporary employees either as short-term 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.

**5.** The parties agree that the Department has 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.

**ADDENDUM C**

**DEFINITIONS - In Addition to CLA**

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

**1. Party:**

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

**2. Human Resources Director:**

“Human Resources Director” means the Director of the Department of Human Resources.

**3. 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.

**4. 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.

**5. 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) 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

1 Director, in consultation with the department, is responsible for determining what hour threshold will  
2 apply.

3 **6. Temporary Employee:**

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

7 **7. Term-Limited Temporary Position:**

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

11 **8. Term-Limited Temporary Employee:**

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

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