

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 40 of the Master Labor Agreement
Public Safety Employees Union
Non-Commissioned - Department of Community & Human Services
[192]**

Subject: Total Compensation Coalition Small Table Compensation Terms 2019-2020

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

FACTS

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

AGREEMENTS

1. The County and the Union agree that this MOA, along with the Coalition Total Compensation Agreement and previously agreed to Master Labor Agreement (MLA), represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.

2. The County and the Union further agree that the changes to the Appendix reflected in this MOA will be added to the Appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

1. ARTICLE 6: SICK LEAVE

Per MLA, Articles 34, 6, 8, and 11; includes 2019-2020 Total Compensation revisions to superseding Article 34, 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.

In Addition to MLA: 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;
- **G.** To volunteer in a child's school for up to a maximum of 3 days on the conditions set forth in the King County Personnel Guidelines.

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

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

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

2. Article 6.11.G Volunteer

Per MLA Article 4, Volunteer Service

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

3. Article 2.1 Union Recognition

OPEN per terms outlined below in #5

4. Article 7.4.D Wage Rates**Education**

The department will pay to qualified employees a premium of ~~fifty dollars (\$50)~~ sixty five (\$65) 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.

5. Article 7.1 and Addendum A/Wage Rates

1. The parties agree to a reopener of Article 7.1 (AKA Addendum A) for the sole purpose of bargaining the results of the KC HRD classification study, as outlined below:

- Any/all pay range adjustments bargained as a result of the study will be retroactive to 1/1/2019
- The study will be completed by 2019 first quarter
- The parties will make a good faith attempt to agree on the internal and external classifications that will be included in the study
- This is an "internal equity" and external market study of classifications of the same or different title, with duties the same or similar to DCHS Social Service Professionals (AKA Social Workers)
- Notwithstanding the results of the study---under no circumstances will there be a reduction in the salary range for the SW and SSP classifications in DCHS
- Notwithstanding the results of the study, under no circumstances will there be more than a two range increase for SW and SSP classifications in DCHS.
- Notwithstanding the results of the study----under no circumstances will there be an addition of any new classification with a lower pay range to this bargaining unit without agreement of the parties.

• The methodology that will be used to determine whether range increases are warranted by the study is as follows:

1. HRD will examine the job duties of Social Workers (SW) and Social Service Professionals (SSP) in DCHS, DPH and elsewhere in King County, as well as other comparable King County classifications as deemed appropriate by HRD. HRD will meet jointly with the Union and OLR to discuss, and the parties will make a good faith attempt to agree on the classifications to be included in HRD’s study.

2. HRD will study the job duties performed by KC SWs and SSPs, and will compare those duties to those performed by those in similar classifications in KC. Once HRD has identified the classifications to be compared to SWs and SSPs for purposes of wages, HRD will create a list of the internal classifications reviewed with the grades and salary ranges.

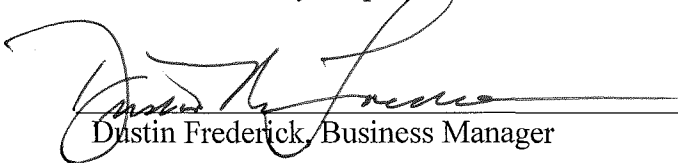
3. Additionally, HRD will conduct a market wage survey for social services positions in the area whose job duties are similar to those of KC SWs and SSPs.

4. HRD will provide the parties with a written analysis of its internal and external market findings.


Within 30 calendar days of receipt of HRD’s report, the parties will meet to discuss wages for DCHS SW/SSP. “ IF A WAGE ADJUSTMENT IS BARGAINED, SAID WAGE ADJUSTMENT WILL BE based upon the parameters set forth above, and the wages of the classifications found to be comparable, AND WILL BE EFFECTIVE 1/1/19. Given that the DCHS Social Workers in DCHS were previously reclassified to Social Service Professionals, with a group of senior employees allowed to retain the “Social Worker” title, once the wage issue is resolved, the parties will discuss the appropriate title for bargaining unit members.

All remaining compensation issues are per Coalition Total Compensation Agreement for 2019-2020.

For Public Safety Employees Union:


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For King County:


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