

Master Labor Agreement (MLA) - Appendix 66
Agreement Between King County
Professional and Technical Employees, Local 17
Staff Finance - Department of Community and Human Services

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2019-2020

1 APPENDIX 66

2 BETWEEN

3 KING COUNTY AND

4 PROTEC 17: DEPARTMENT OF COMMUNITY AND HUMAN SERVICES - FINANCE STAFF UNIT

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8 **PREAMBLE:** This Appendix in conjunction with the Master Labor Agreement constitutes a
9 Collective Bargaining Agreement, the terms of which have been negotiated in good faith by
10 representatives of King County (the County) and PROTEC17 (the Union). This Agreement shall be
11 subject to approval by Ordinance by the Metropolitan King County Council (“the Council”) and the
12 Union.

13 **DEFINITIONS.** Definitions that apply to this Agreement are found under King County Code
14 (“Code”) 3.12.010, except as expressly defined otherwise in the Agreement. If a Code definition
15 change is made that affects this Agreement, the County agrees to bargain the effects of the change to
16 the extent required by law.

17 **ARTICLE 1: UNION RECOGNITION**

18 **Section 1.1. Bargaining Unit.** The County recognizes the Union as the exclusive collective
19 bargaining representative of all employees whose job classifications are listed in the attached
20 Addendum A in the Department of Community and Human Services, Finance and Administration
21 Section and Regional Housing & Community and Human Services Section pursuant to PERC
22 Decision 12974 – PECB.

23 **Section 1.2. Union Membership and Dues Deduction.** The Union and County have set
24 forth their agreements per the Union Membership and Dues Deduction Memorandum of Agreement,
25 as amended.

26 **Section 1.3. Labor-Management Committee.** The Department and the Union agree to
27 establish and charter a Labor-Management Committee (LMC) in a timely fashion. The purpose of
28 LMC is to deal with matters of general concern to the Union and the Department. It is understood
that LMC meetings are consultative in nature and are not the venue for bargaining, resolving
individual issues, or for discussing grievances.

29 **Section 1.4. Bargaining Unit List.** Upon request, the County will provide the Union with a
30 current listing of all employees within (30) days of the request, but not to exceed twice per calendar

1 year. Such lists shall include the name of the employee, current classification, seniority, and work
2 location or mail stop code, whichever is more accurate.

3 **Section 1.5. Union Stewards.** Authorized representatives of the Union may have reasonable
4 access to its members in County facilities for transmittal of information or representation purposes, as
5 long as notice is provided by the union, and approval is provided by the appropriate County
6 supervisor(s). The work of the county employees, facilities, and services to the public should be
7 unimpaired when access is permitted during work hours. Stewards, with approval of their supervisor,
8 will be allowed reasonable time to perform their representational duties (e.g., investigating
9 grievances, attending Weingarten meetings) during regular hours without suffering a loss in pay.

10 **Section 1.6. Release Time for Grievances and Appeals.** Employees who have filed a
11 grievance or appeal will be paid release time during their regularly scheduled hours to attend such
12 meetings with management and reasonable consultation with their Union representative.

13 **ARTICLE 2: NONDISCRIMINATION**

14 **Section 2.1. Nondiscrimination.** The County and the Union agree that they will not
15 discriminate against any employee by reason of race, color, sex, age, creed, marital status, national
16 origin, religion, pregnancy, gender, gender identity or expression, genetic information, sexual
17 orientation, veteran or military status, use of a service animal; or the presence of any sensory, mental
18 or physical disability, unless based on a bona fide occupational qualification reasonably necessary to
19 the normal operation of the Department.

20 **Section 2.2. Avenue of Redress.** King County employees should pursue discrimination
21 complaints through the reporting process outlined in the King County Nondiscrimination, Anti-
22 Harassment & Inappropriate Conduct Policy. If a complaint does not adhere to the policy process,
23 the Union may communicate the process issue to the Department of Human Resources Director for
24 review and consideration. Alternatively, employees may choose to file a charge with an appropriate
25 Federal, County, City or State agency. Any complaints under Article 2 shall not be subject to the
26 grievance procedure.

27 **ARTICLE 3: MANAGEMENT RIGHTS**

28 **Section 3.1.**

1 The Union recognizes the prerogatives of the County to operate and manage its affairs in all
2 respects in accordance with its responsibilities and powers of authority and to direct the workforce
3 except as may be limited by the express provisions of this Agreement. Such functions of the County
4 include, but are not limited to, determining the mission, budget, organization, number of employees,
5 and internal security practices of the Department; recruiting, examining, evaluating, promoting,
6 training, transferring employees, and determining the time and methods of such action; disciplining,
7 suspending, demoting, or dismissing regular employees for just cause; assigning and directing the
8 work force; developing and modifying class specifications; determining the method, materials, and
9 tools to accomplish the work; establishing reasonable work rules; assigning the hours of work;
10 determining work locations; and the right to take whatever actions may be necessary to carry out the
11 Department's mission in case of emergency.

12 **Section 3.2. Employee Probation.**

13 Employees hired into a regular Career Service position must first serve a six month
14 probationary period, which may be extended for up to twelve months by the County. During a
15 probationary term, employees are considered in "at-will" employment, and may be separated without
16 just cause. Probationary terminations are not subject to the grievance procedure or appeal.

17 When the County extends an employee's probation, the employee will also receive written
18 notice about the extension, the reason(s) for the extension, and its duration. If the County fails to
19 provide appropriate written notice to the employee due to clerical error, the employee's probation
20 shall still be extended, but upon receiving notice of the error the County will promptly provide
21 written notice to the employee about the extension, the reason(s) for the extension, and its duration.

22 **ARTICLE 4: EMPLOYEE EXPECTATIONS**

23 **Section 4.1. Personnel Files.** Upon request, employees may examine their personnel files in
24 the Department's Human Resources Office. Employees will be notified when material is placed into
25 the employee's file related to disciplinary action and job performance. The employee shall have the
26 right to add a written rebuttal statement from their perspective into their personnel file.

27 **Section 4.2. Performance Standards.** Management will communicate to the employee
28 upon hire and during periodic review sessions about the performance expectations of a position,

1 workplace expectations (e.g., based on relevant personnel policies/rules), and identify performance
2 concerns promptly when the supervisor becomes aware of the issue(s). Management will also discuss
3 with the employee if there is a significant change in job duties or if the performance standards
4 change.

5 **Section 4.3. Workplace Expectations.** The County and Union recognize the critical
6 importance of obtaining the high levels of performance from employees and workplace respect, and
7 thus have mutually embraced a commitment to quality work performance. The County and Union
8 share a mutual interest in promoting a workplace for employees that is respectful and professional;
9 thus, supporting employees high levels of performance. Toward this end, either party may request to
10 meet about whether these commitments and/or values are being upheld in the work place.

11 **ARTICLE 5: PERFORMANCE EVALUATIONS**

12 **Section 5.1. Schedule of Performance Evaluations.** Career service employees will receive
13 performance evaluations at least once during their probation period, and annually thereafter. If the
14 County substantively changes performance evaluations, the union shall receive notice and an
15 opportunity to bargain to the extent required by labor law.

16 **Section 5.2. Appeals to Performance Evaluations.** In accordance with Section 15.3. of the
17 King County Personnel Guidelines, as amended, the following appeal process option shall be
18 provided.

19 **5.2.1.** Within five working days after a copy of the performance appraisal
20 form is given to the employee, the employee may request additional review and consideration by
21 their division director (or, where the employee's supervisor is the division director, the department
22 director). The employee should prepare a written request, which includes the following elements:

23

- 24 • Identify the appraisal by date, the name of the evaluator, and the
date the appraisal was received.

25

- 26 • Specify the ratings or comments that the employee believes are
incorrect.

27

- 28 • State the ratings or comments the employee believes should be made
on the appraisal.

1 • Give facts substantiating each change requested.
2 • Keep a copy of the written request and send the original to the
3 division (or department) director.

4 **5.2.2.** Upon receiving the request, the division (or department) director will
5 have (15) calendar days to meet with the employee. The division (or department) director will either
6 sustain or change the performance appraisal, and notify the employee of the decision in writing. In
7 case of a change to the appraisal, a copy of the revised appraisal is to be included with the decision.

8 **5.2.3.** In the event that the issue is not resolved by the division director, the
9 employee may, within (15) calendar days of the meeting with the division director, meet with the
10 department director, who will notify the employee of the decision in writing. The department
11 director's decision to sustain or change the performance appraisal will be final.

12 **5.2.4.** Employees may include a rebuttal statement to a performance
13 evaluation or appeal decision.

14 **ARTICLE 6: HOURS OF WORK**

15 **Section 6.1. Workweek.** The standard work week shall consist of forty (40) hours per week,
16 exclusive of lunch periods. Scheduled workdays shall be determined by the County. Employees may
17 request to have lunch periods for thirty (30) minutes or sixty (60) minutes subject to approval by the
18 County.

19 **Section 6.2. Workday.** The establishment of reasonable work schedules is vested within the
20 purview of the County management and may be changed from time to time. Fourteen (14) calendar
21 days advance notice shall be afforded employees when involuntary permanent changes to a regular
22 schedule are required by the Department. The County agrees to consider employee initiated requests
23 for alternative work schedules, (e.g., 9-80 or 4/10 work schedule), or the opportunity to telecommute
24 consistent with efficient and effective County operations. Management has discretion to approve,
25 deny, modify, or revoke alternative work schedules and telecommute arrangements with (14)
26 calendar days' notice to the impacted employee(s), and such decisions shall not be subject to appeal
27 through the grievance procedure.

1 **ARTICLE 7: WAGE COMPENSATION**

2 **Section 7.1. Wage Rates.** The parties agree that the classification titles shall be
3 compensated at the pay ranges and steps as shown in attached “Addendum A.” Annual General
4 Wage Increases (GWI) shall occur pursuant to the terms of the 2019-2020 Total Compensation
5 Agreement.

6 **Section 7.2. Step Progression.** Regular Career Service employees who start at step 1 shall
7 advance from step 1 to step 2 upon successful completion of their probationary period. Thereafter,
8 regular Career Service employees shall receive a one-step increase effective January 1 based upon
9 demonstrating satisfactory performance until they reach the top step of the range. Regular career
10 service employees hired above step 1 do not receive a step increase after completion of probation, but
11 will be eligible to progress to the next step annually on January 1 provided performance is
12 satisfactory.

13 Term Limited Temporary (TLT) employees are eligible to receive a one-step increase one
14 year from their date of hire in the position provided they have demonstrated satisfactory performance,
15 and annually thereafter subject to continued satisfactory performance.

16 For purposes of this Section, “satisfactory performance” shall mean either an overall rating of
17 “meets standards” or “exceeds standards” on the employee performance evaluation utilized by the
18 department. The “meets standards” is equivalent to an overall score of 3.0 on the current
19 performance evaluation. Employees under this Agreement are not under the County’s merit system
20 as provided under KCC 3.15.020.

21 **Section 7.3. Pay Upon Promotion.** Employee pay shall be increased consistent with King
22 County Code 3.15.130, as amended.

23 **Section 7.4. Pay Upon Demotion.** Employee pay will be reduced to the same step in the
24 lower pay range of the classification in which the employee demotes.

25 **Section 7.5. Overtime.** FLSA Non-Exempt employees shall be paid at an overtime rate of
26 time and one-half (1-1/2) their regular rate of pay for all actual hours worked in excess of forty (40)
27 hours per workweek.

1 **ARTICLE 8: EMPLOYEE LAYOFF AND RECALL RIGHTS**

2 **Section 8.1. Layoff Process.** In the event of a reduction in force due to lack of work, lack of
3 funds or considerations of efficiency, layoffs shall be conducted at a department, division, or section
4 level. The order of layoff shall be conducted by classification based on merit as defined by Step 1
5 and 2 below. Where two or more career service employees within a class are of substantially equal
6 merit, bargaining unit seniority as defined by Section 8.3 shall determine the order of layoff as
7 between those employees with the lowest senior laid off first. In lieu of laying off a career service
8 employee, the Department Director (or designee) may reassign the employee to a comparable, vacant
9 position, when the Director determines the reassignment to be in the best interests of the county, and
10 the employee accepts the reassignment.

11 **Step 1:** The Department will determine the classification(s) subject to layoff, and then
12 determine the organizational scope of positions included in the layoffs such as Finance &
13 Administration or Regional Housing & Community Development (e.g., Section level) or at the
14 Division or Department level.

15 **Step 2:** Once the scope of layoffs has been decided, the merit of employees in the
16 classification positions within that organizational unit will be reviewed. Employees in positions
17 within the scope of layoffs with the lowest merit will be subject to layoff first. Merit decision must
18 be equally applied to all persons in the classification within the organizational scope of layoffs. (e.g.,
19 if the Department determines (2) PPM 3s in a particular section of the Department will be subject to
20 layoff, all of the PPM 3s in that section shall be subject to the merit review, but PPM3s outside that
21 section, but within the bargaining unit, will not be reviewed or be subject to layoff. In reviewing the
22 merit of employee(s) within a predetermined scope of layoffs, the Department will determine the
23 following:

24 ➤ **Step 2(a).** Does the employee have the ability to perform the functions that will
25 remain in the work unit after layoffs, including whether incumbents have the requisite knowledge,
26 skills and abilities (KSAs) to perform the functions of the remaining position(s). The KSAs should
27 be compiled by a subject matter expert of the group impacted by layoffs, and a courtesy copy shall be
28 provided to the union for review. Any employee(s) that do not have the necessary KSAs to perform

1 the functions of remaining positions will be subject to layoff first.

2 ➤ **Step 2(b).** The merit rank of employee incumbents in a classification position
3 subject to layoff shall be established by the Department from highest to lowest in the classification
4 with the lowest being subject to layoff first. To determine merit rank, the Department will review
5 and compare recent performance evaluations, commendations, and any disciplinary records. Where
6 two or more employees within a class are of substantially equal merit, bargaining unit seniority shall
7 determine the order of layoff as between those employees with the lowest senior laid off first. Upon
8 Union request, the Department shall provide the merit rank list to the Union, and describe how the
9 merit rank list was determined by the Department by individual position.

10 **Section 8.2. Recall.** An employee that has been laid off will be placed on a recall list for a
11 period of two (2) years from the date of layoff. In filling a vacant bargaining unit position, the
12 County will offer it to an employee on the recall list prior to hiring from the outside, assuming the
13 employee on the list is qualified for the position, and did not receive negative documented
14 performance issues or disciplinary action in two (2) years prior to the layoff date. In the event more
15 than one employee on the recall list is equally qualified for the position, the employee with the
16 highest seniority will be recalled first. Employees who are recalled to the same position within the
17 two (2) year period after layoff will not have to serve a probationary period and be hired back with
18 the same step placement.

19 **Section 8.3. Seniority.** Employee bargaining unit seniority shall be determined by the
20 Adjusted Service Date in a career service position covered by this Agreement. Additionally, time in
21 a temporary position (i.e. Term-Limited-Temporary) in a position covered by this Agreement will
22 also be counted if there is no break in service that exceeds 30 calendar days when an employee
23 moves from a term-limited temporary position into a career service position, or up to a 2 year break
24 for employees recalled from layoff.

25 **ARTICLE 9: WAIVER CLAUSE**

26 **Section 9.1.** The parties acknowledge that each has had the unlimited right within the law
27 and the opportunity to make demands and proposals with respect to any matter deemed a proper
28 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth

1 in this Agreement. Unless otherwise mutually agreed, the County and the Union, for the duration of
2 this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
3 subject or matter not specifically referred to or covered in this Agreement.

4 **ARTICLE 10: WORK STOPPAGE**

5 **Section 10.1.** The County and the Union agree that the public interest requires efficient and
6 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
7 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
8 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
9 duties, sick leave absence which is not bona fide, or other interference with County functions by
10 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
11 to end such interference. Any concerted action by any employees in any bargaining unit shall be
12 deemed a work stoppage if any of the above activities have occurred.

13 **Section 10.2.** Upon notification in writing by the County to the Union that any of its
14 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
15 members to immediately cease engaging in such work stoppage and provide the County with a copy
16 of such order. In addition, if requested by the County, a responsible official of the Union shall
17 publicly order such Union employees to cease engaging in such a work stoppage.

18 **Section 10.3.** Any employee participating in such work stoppage or in other ways
19 committing an act prohibited in this article shall be considered absent without leave. The County
20 may consider such absence a resignation. Such employees are also subject to discharge, suspension,
21 or other disciplinary action.

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1 **ARTICLE 11: DURATION**

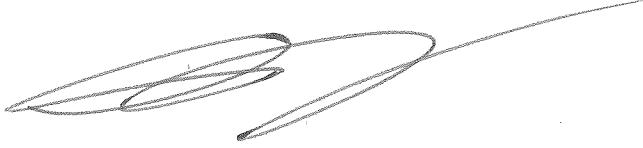
2 **11.1.** This contract shall become effective upon ratification by the Association and the
3 conclusion of the approval process by King County through December 31, 2020. Unless otherwise
4 provided in this Agreement, all changes effectuated by the Agreement shall be effective following the
5 parties' full and final ratification of the Agreement.

6
7 **APPROVED** this 12 day of FEBRUARY, 2020.

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10 By: Dow Constantine

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12 King County Executive

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16 For Professional and Technical Employees,
17 Local 17:

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20 
Lorelei Walker, Union Representative

1 **ARTICLE 11: DURATION**

2 **11.1.** This contract shall become effective upon ratification by the Association and the
3 conclusion of the approval process by King County through December 31, 2020. Unless otherwise
4 provided in this Agreement, all changes effectuated by the Agreement shall be effective following the
5 parties' full and final ratification of the Agreement.

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7 APPROVED this 12 day of FEBRUARY, 2020.

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10 By: Dow Constantine

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12 King County Executive

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16 For Professional and Technical Employees,
17 Local 17:

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Lorelei Walker, Union Representative

ADDENDUM A - WAGES

Job Class Code	PeopleSoft Job Code	Classification Title	FLSA	Range*
214113	2131100	Business and Finance Officer I	Non-Exempt	53
214218	2131200	Business and Finance Officer II	Exempt	58
411114	4101100	Fiscal Specialist I	Non-Exempt	34
411218	4101200	Fiscal Specialist II	Non-Exempt	38
411319	4101300	Fiscal Specialist III	Non-Exempt	42

*All salary ranges are on the King County Squared Table Salary Schedule.

Bargaining unit contains above classifications in the Finance & Administration and Regional Housing & Community Development section of the Department of Community and Human Services only per Decision 12974 – PECB.

ADDENDUM B: Supplementary Terms

(1) Master Labor Agreement. The Union and County agree that all Articles in the Master Labor Agreement shall apply in full to this bargaining unit, including all Articles identified in the non-supersede section without modification to those provisions. The parties further agree any successor Master Labor Agreement, including amendments, shall also apply to this bargaining unit.

(2) Total Compensation Agreement. The terms of the Total Compensation Agreement (2019-2020) [000U0318_TotalComp_2019-2020], shall apply to this bargaining unit, including 1(B).

(3) Exception to Section 7.2. Step Progression. Employee with Peoplesoft #000067331 shall continue to be eligible to receive Merit-Over Top Pay (MOT) per the Executive Branch Performance Appraisal and Merit Pay System Guidelines based on outstanding performance while in their current Fiscal Specialist III classification until the employee vacates the classification for any reason. If the employee is selected for a Special Duty, this shall not be considered vacating their Fiscal Specialist III classification for purposes of this exception. [See Master Labor Agreement 15.4(B) for applicable rules concerning pay calculation in this circumstance].

(4) HRA VEBA. The King County HRA VEBA benefit is a tax-free, post-retirement medical expense account used by retirees and their eligible dependents to pay for qualified medical expenses. This bargaining unit is eligible to participate in VEBA benefits pursuant to the “Joint Labor Management Insurance Committee VEBA Memorandum of Agreement”, document code 000U0114_VEBA (“MOA”). The Union may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year.