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2	And		
3	Service Employees International Union, Local 925 Involuntary Commitment Specialists - Mental Health, Department of Community & Human Services		
4	[030]		
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1	AGREEMENT BETWEEN
2	KING COUNTY
3	AND
4	SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
5	REPRESENTING INVOLUNTARY COMMITMENT SPECIALISTS in IN THE
6	DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
7	
8	These articles constitute an agreement, terms of which have been negotiated in good faith,
9	between the King County Labor Negotiating Team and the signatory organization subscribing hereto.
10	This Agreement shall be subject to approval by Ordinance by the County Council of King County,
11	Washington.
12	ARTICLE 1: PURPOSE AND INTENT (in addition to MLA Preamble)
13	The intent and purpose of this Agreement is to promote the continued improvement of the
14	relationship between King County and its employees by providing a uniform basis for implementing
15	the right of public employees to join organizations of their own choosing, and to be represented by
16	such organizations in matters concerning their employment relations with King County and to
17	expressly set forth in writing the negotiated wages, hours, and working conditions of such employees
18	in appropriate bargaining units provided the County has authority to act on such matters.
19	<b>ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION</b>
20	Section 1. The County recognizes the signatory organization as representing Involuntary
21	Commitment Specialists employed by the King County Department of Community and Human
22	Services.
23	Section 2.
24	A. It shall be a condition of employment that all employees covered by this
25	Agreement who are members of the Union in good standing on the effective date of this Agreement
26	shall remain members in good standing and those who are not members on the effective date of this
27	Agreement, become and remain members in good standing in the Union. It shall also be a condition
28	of employment that all employees covered by this Agreement and hired on or assigned into the
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bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such
 employment, become and remain members in good standing in the signatory organization. Provided,
 however, that employees shall be given the option of refusing Union membership but shall be
 required to pay to the Union an amount equal to Union dues and fees as agency fees.

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**B.** Provided, however, that nothing contained in this section shall require an employee to join the Union who can substantiate that bona fide religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations, in which case the employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee, the amount of initiation fees, dues or other fees as certified by the secretary-treasurer of the signatory organization and shall transmit same to the secretary-treasurer of the signatory organization.

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

Section 4. Failure by employees to abide by the above provisions shall constitute cause for
discharge of such employees; provided that when an employee fails to fulfill the above obligations
the Union shall provide the employee and the County with thirty (30) days notification of the Union's
intent to initiate discharge action and during this period the employee may make restitution in the
amount which is overdue.

Section 5. The County will upon request transmit to the Union, not more than twice a year, a
current listing of all employees in the unit. Such list shall indicate the name of the employee, wage
rate, job classification and department or unit.

Section 6.

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A. Authorized representatives of the Union, including shop stewards, may have
reasonable access to its members in County facilities for transmittal of information or representation
purposes, as long as the work of the county employees and services to the public are unimpaired.

**B.** The Union shall have the right to appoint stewards within departments where its members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. The steward shall be allowed a reasonable time to investigate grievances during regular working hours providing the work of the County employees in providing service to the public is not interrupted.

10 C. A negotiating committee, consisting of three (3) persons may be selected from
11 amongst the bargaining unit employees by the Union. Such employees may be released during work
12 hours to attend negotiations, provided that no overtime pay obligations shall result from participation
13 of employees in negotiations.

Section 7. The County will require all new employees, hired into a position included in the
bargaining unit, to sign a form which will inform them of the Union's exclusive recognition. The
County will notify the Union of any employee leaving the bargaining unit because of termination,
layoff, leave of absence or dismissal.

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## ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in
King County subject to the terms of this Agreement. All matters not specifically and expressly
covered or treated by the language of this Agreement may be administered for its duration by the
County in accordance with such policy or procedures as the County from time to time may determine.

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# ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the
 unlimited right and opportunity to make demands and proposals with respect to any and all subjects
 or matters not removed by law from the area of collective bargaining and understandings and
 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this
 Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and
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1 each agrees that the other shall not be obligated to bargain collectively with respect to any subject or 2 matter not specifically referred to or covered in this Agreement, even though such subject or matter 3 may not have been within the knowledge or contemplation of either or both of the parties at the time 4 they negotiated or signed this Agreement. All rights and duties of both parties are specifically 5 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the 6 entire agreement between the parties and concludes collective bargaining for its term, subject only to 7 a desire by both parties to mutually agree to amend or supplement at any time, and except for 8 negotiations over a successor collective bargaining agreement.

9 ARTICLE 5: SAVINGS CLAUSE

Per MLA Article 30.

# ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

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, marital status, age, sex, or any sensory, mental or
physical handicap. Allegations of violations of this Article may be submitted through Step 3 of the
grievance procedure set forth in Article 9 of this Agreement.

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# ARTICLE 7: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The employer and the signatory organization agree that the public interest requires 18 19 efficient and uninterrupted performance of all County services and to this end pledge their best efforts 20 to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization 21 shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform 22 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with 23 County functions by employees under this Agreement and should same occur, the signatory 24 organization agrees to take appropriate steps to end such interference. Any concerted action by an 25 employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. 26

27 Section 2. Upon notification in writing by the County to the signatory organization that any
28 of its members are engaged in a work stoppage, the signatory organization shall immediately, in

1	writing, order such members to immediately cease engaging in such work stoppage and provide the
2	County with a copy of such order. In addition, if requested by the County, a responsible official of
3	the signatory organization shall publicly order such signatory organization employees to cease
4	engaging in such a work stoppage.
5	Section 3. Any employee who commits any act prohibited in this section will be subject in
6	accord with the County's Work Rules to the following action or penalties:
7	1. Discharge.
8	2. Suspension or other disciplinary action as may be applicable to such employee.
9	Section 4. There shall be no lockouts during the life of this agreement.
10	ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS
11	Per MLA Article 25.
12	ARTICLE 9: GRIEVANCE PROCEDURE
13	Per MLA Articles 26 and 27.
14	ARTICLE 10: REDUCTION-IN-FORCE/LAYOFF/RECALL
15	Section 1. Regular employees laid off as a result of a lack of work and/or shortage of funds
16	shall be laid off according to seniority within classification as set forth in Section 4 of this Article;
17	provided, however, employees serving in their initial probationary period shall be laid off prior to
18	regular employees being laid off;
19	Section 2. Employees laid off shall be rehired in the inverse order of layoff; namely, those
20	laid off last will be rehired first.
21	Section 3. The County agrees to notify the Union at least fourteen (14) calendar days in
22	advance, in writing, of any anticipated reduction in force.
23	Section 4. Seniority shall be defined as follows:
24	Length of service within the bargaining unit/classification including hours worked as a
25	temporary employee, as described below:
26	A. A career service employee in the bargaining unit who resigns and subsequently
27	returns to a career service bargaining unit position shall have seniority restored, provided the break in
28	service is twenty four (24) months or less.
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**B.** Seniority shall continue to accrue during any compensated absence from service or during any leave of absence without pay for periods of thirty (30) calendar days or less.

3 C. Seniority shall be retained but shall not continue to accrue during that period of an authorized leave of absence without pay that exceeds thirty (30) calendar days.

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**D.** Temporary employee: All time worked as a temporary employee or term-limited temporary employee in a bargaining unit position during the immediately preceding twenty four (24) months prior to an appointment to a career service position shall be added to the employee's seniority upon such appointment. Employees other than regular career service employees do not otherwise accrue seniority.

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Section 1. Hours of Work/Schedules:

**ARTICLE 11: HOURS OF WORK AND OVERTIME** 

12 A. The establishment of reasonable work schedules and starting times is vested solely 13 within the purview of department management, and may be changed from time to time provided a 14 two (2) week prior notice of change is given. The two week prior notice provision shall not apply to 15 changes of assignment (for example,; Outreach Night reassigned to Harborview Night), or in other 16 circumstances over which the department cannot exercise control. This provision shall not prevent 17 employees from mutually agreeing to schedule changes with the approval of the department. In the 18 exercise of its scheduling prerogative, department management will give priority to meeting the 19 dictates of the workload.

 $\mathbf{20}$ 1). Department management, with input from the bargaining unit, will 21 designate a workweek (or workweeks) consisting of seven consecutive 24-hour periods. Management will continue to discuss with employees, concerns, and ideas for improvements or 22 23 changes, to the schedule configuration. The County agrees that it will not change the schedule 24 configuration without notifying the Union and providing an opportunity to negotiate the effects of 25 such change, unless the change is for a limited duration due to an emergency.

26 2). When annual work schedules are changed by the County, the employees may select their desired schedule on the basis of seniority bid. 27

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3). Meal and Rest Breaks: Due to the crisis response nature of the work,

employees will not have scheduled meal periods or rest periods, consistent with RCW 49.12.187. 1 2 Employees are, however, entitled to intermittent rest periods, and are entitled to a thirty (30) minute 3 meal period as close as possible to between two (2) and five (5) hours after the beginning of their 4 work shift. Employees will remain subject to call and in paid status during such rest periods and meal periods. 5

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#### Section 2. Overtime:

A. All employees shall be designated as hourly and eligible for compensation at the 7 8 overtime rate for all time worked in excess of forty (40) hours in a work week. All work over forty 9 (40) hours in a work week must be approved by a supervisor. For time worked in excess of an 10 employees' regular weekly work schedule, but not more than forty (40) hours, employees will be 11 compensated at the regular straight-time rate. Employees must receive authorization in advance for 12 work in excess of their regular scheduled shifts.

B. Definitions of "Full Time", "Part Time", "Term Limited" and "Short Term 13 14 Temporary" employees are found in the King County Code.

15 C. Coverage for "Open" Shifts: Management will solicit volunteers by offering 16 employees the opportunity to cover open shifts in the following order:

a) Part time employees;

**b)** "On call"/"per diem" (i.e., temporary) employees; and

c) Full time employees

 $\mathbf{20}$ **D.** Overtime shall be computed in fifteen (15) minute increments. Assignment of 21 overtime work will include consideration by the supervisor of both business needs and safety 22 considerations, including those raised by the impacted employee.

23 E. Compensatory Time: By mutual agreement between the employee and supervisor, the employee may receive compensatory time in lieu of pay, at the rate of one hour for 24 25 each hour in excess of the employees' regular weekly work schedule, but less than forty (40) in a workweek, and one and one-half hour for each hour worked in excess of forty (40) in a workweek. 26 27 The employee must request compensatory time in advance for each incident of overtime work. Employees with a vacation balance of less than 200 hours may choose to receive

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Page 7

compensatory time at the rate of 1.5 times all time worked on a holiday, in addition to the regular rate 1 2 of pay for all time worked. An employee may choose to receive compensatory time, in lieu of 3 overtime, for attendance at staff meetings, mandatory training or court appearance outside the 4 employee's scheduled work shift, or assigned standby time.

5 Accrued compensatory time will be cashed out at the end of each calendar year, unless the employee requests and is approved to carry over a compensatory time balance, not to exceed 40 hours 6 7 into the following year.

Section 3. Standby: Per MLA; Article 33 After Hours Support is incorporated in full.

## **ARTICLE 12: VACATIONS AND VACATION CAP**

Per MLA Articles 35 and 9.

In addition to MLA Articles 35 and 9:

12 **Vacation Bid Process:** Employees shall submit their initial vacation requests on a date to be established by management that falls at least two weeks after the shift bid but prior to the first of 13 14 February each year. One person from each shift will be allowed off on vacation at any one time. 15 Division management shall develop a preliminary vacation schedule for a twelve month period 16 commencing in March and ending in February, granting to the extent possible, requested vacation 17 dates in the order established by seniority. Vacation requests for the first round shall be in 18 increments of not less than one week's duration and not more than four weeks' duration during June, 19 July, August, and December. A week is defined as Saturday through Friday and any portion of a 20 week counts as a week for vacation draw requests. Additional vacation periods may be granted to 21 requesting employees in the reverse of the order established by the seniority draw, using new requests 22 submitted for this second round. Requests for the second round shall be limited to not more than two 23 weeks, but are not limited to consecutive weeks. In the second round, employees may choose additional non-consecutive, available days in the week before or after their chosen vacation week(s). 24 25 Following completion of rounds one and two described above, the final vacation schedule shall be posted on or before the first of March each year. 26

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Section 1. All vacation requests made after the first and second rounds shall be granted 28 where possible and on a first-come basis, but only with the mutual agreement of department

management and the employee. If more requests are received simultaneously than can be scheduled, 1 2 the conflict shall be resolved by awarding the time off to the employee with the most accumulated 3 time (vacation and compensatory time). Requests for additional vacation and use of compensatory 4 time on a first-come basis shall be submitted no earlier than the Friday which is six (6) weeks in 5 advance of the week time off is desired, except as needed for time off to take advantage of training opportunities. (For example, if an employee wishes to have Wednesday of week 26 off, s/he may 6 7 submit the request no earlier than Friday of week 20.) If an employee chooses to take additional nonconsecutive available days in the week before or the week after their chosen vacation week, this will 8 be considered two weeks for the second round. Any non-consecutive days picked in a week is 9 considered a vacation week. Vacation requested and scheduled on a first-come basis may be taken in 10 11 one-half (1/2) hour increments.

Section 2. After the posting of vacation schedules, employees shall be permitted to exchange
vacation periods with the approval of the department.

Section 3. Cancellation by an employee of any scheduled vacation should be given to the
supervisor at least forty five (45) days in advance of the scheduled vacation. Excess vacation
accruals which result from cancellation of a previously scheduled vacation by an employee shall be
forfeited at the end of each calendar year.

# 18 ARTICLE 13: SICK LEAVE AND BEREAVEMENT LEAVE

Per MLA Articles 34, 8 and 11.

# 20 ARTICLE 14: HOLIDAYS

Per MLA Article 10.

In addition to MLA Article 10:

A. Holiday Pay: Employees who work on a holiday will receive the overtime rate of pay for
all holiday time worked, in addition to the regular straight-time rate of pay for all time worked. A
"day" for full time employees shall reflect the regular work schedule. Part time employees will
receive the holiday benefit on a pro rata basis.

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1. When a holiday falls on an employee's scheduled day off, the employee will

28 || receive the hourly equivalent of one "day" of holiday pay at the straight time rate.

When a holiday falls on an employee's scheduled work day, and the employee does
 not work, the employee will receive the hourly equivalent one "day" of holiday pay at the straight
 time rate.

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**3.** Operational Application of Holiday Article and Holiday Pay: Holidays shall commence at 12:00 am and end at 11:59 pm the next day.

EXCEPT that for those working night shift (night shift is the shift that includes midnight, with hours both before and after midnight), the holiday shall commence on the evening of the holiday when the night shift begins.

9 4. "Holiday Worked" premium pay: Consistent with current contract language and 10 practice, scheduled shift hours worked on a holiday shall continue to be paid at the overtime rate. For 11 night shift and super swing employees this premium pay begins at the start of their shift. Using the 12 current schedule as an example, this means that a night shift employee beginning the shift at 11pm on Friday on the eve of the holiday will be paid time and one half for the regular 9.5 hour shift beginning 13 14 at 11pm. (This is because the bulk of the night shift hours in this example fall on the holiday) If this 15 employee works again beginning at 11pm on Saturday, s/he receives neither holiday pay nor "holiday 16 worked" premium pay for that shift that begins on the holiday. Nothing in this provision excludes an employee from earning both "holiday worked" premium pay and overtime (for working an open 17 18 shift) in the same work week.

19 5. "Holiday Pay": for full time employees should reflect the regular employer
 20 mandated work schedule of the Involuntary Commitment Specialists (ICS). Under the current
 21 schedule the maximum holiday pay will be equal to 9.5 hours per holiday. Using the current
 22 schedule as an example, a night shift employee beginning work at 11pm on a Friday will receive 9.5
 23 hours of holiday pay beginning at 11pm.

When an employee is scheduled to work on a holiday but does not work, the employee
 receives "holiday pay", but the applicable leave bank (vacation, sick leave, etc.) will be reduced by
 the number of hours absent, EXCEPT that when the employee does not work his/her scheduled
 holiday shift due to a pre approved leave for the holiday, the employee receives "holiday pay", but
 the applicable leave bank is not reduced. "Pre approved" leave includes but is not limited to cases in
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1 which vacation or sick leave has been pre scheduled and approved, as well as cases in which 2 management determines a specific holiday is overstaffed and thus not all employees scheduled are 3 needed on that day.

B. Compensatory Time for Holiday: Employees with a vacation balance of less than 200 hours may elect to receive compensatory time at the rate of 1.5 times all time worked on a holiday, in 5 addition to the regular rate of pay for all time worked.

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C. Day of Observance: Holidays will be observed on the actual holiday.

**D.** Holiday Coverage: After the final vacation schedule is posted, on or before the first of 8 March each year - a procedure for Holiday coverage for the remaining seven (7) holidays of the year 9 10and the first three (3) holidays of the subsequent year will be developed. Whenever possible, holiday assignments will be based on volunteers from the staff. However, if there are insufficient volunteers, 12 management will assign staff from the potential working pool. Assignment will be based on a number of factors including the number of other major holidays worked and the general work 13 14 schedule. In the event there is a requirement to increase staffing on the recognized holidays, 15 employees will participate in the discussion about changes to be made.

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## **ARTICLE 15: EMPLOYEE RIGHTS**

17 Section 1: Safety: No employee shall be required to use equipment which is not in a safe 18 condition. In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the immediate supervisor in writing. Employees will not be disciplined for 19  $\mathbf{20}$ reporting unsafe equipment or working conditions to their immediate supervisor. Said equipment 21 shall be repaired or replaced if the employer determines the equipment to be unsafe. At such time as 22 the employer determines the equipment to be safe, the employee will be advised in writing.

23 Section 2: Personnel Files: The employee and/or representative may examine the employee's personnel file(s) if the employee so authorizes in writing. Material placed into the 24 25 employee's file(s) relating to job performance or personal character shall be brought to his or her 26 attention. The employee may challenge the propriety of including it in the file(s). The employee 27 shall have the right to insert documentation into the file(s), providing such documentation is relevant 28 to the challenge. Unauthorized persons shall not have access to employee files or other personal data Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services

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relating to their employment. 1

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#### **ARTICLE 16: MISCELLANEOUS**

3 Section 1. Temporary Employees: The Union and the County recognize that the nature of 4 the services offered by the County necessitates the use of temporary employees (commonly referred 5 to as extra-help employees). These employees are part of the bargaining unit and subject to the terms of the Agreement. Temporary employees are not eligible for vacation, sick leave, holiday, medical, 6 dental or other insurance benefits. However term-limited temporary employees are eligible for all 8 benefits contained in this agreement. The County agrees that these employees are supplementary to the regular work force and shall not be used to displace regular employees or undermine the integrity of the bargaining unit. Temporary and term-limited temporary employees are considered at-will and 10may be terminated without recourse to the just cause provisions or the grievance procedures in Article 9. Just cause provisions and the grievance procedure will apply to all other forms of disciplinary action.

14 Section 2. Training: The County may provide employees release time to attend training 15 programs that will be beneficial to their job performance. Notice of all such training opportunities 16 which management deems appropriate will be made available to all employees in writing. If the County requires attendance at such training programs, the County will pay the expenses incurred. 17 18 Employees required to attend mandatory staff meetings on their day off will be reimbursed for mileage and parking. 19

 $\mathbf{20}$ Section 3. Work Rules: Changes in written procedural guidelines or other work rules or 21 regulations will be implemented only upon written notification of revisions. No employee shall be 22 held responsible for violation of a written instruction, regulation, rule or guideline provided oral 23 instructions to do so were received from supervisory personnel.

Section 4. LMC: The County and the Union agree to establish a Labor-Management 24 25 Committee. The purpose of the Committee is to discuss matters of concern to either party, and promote effective labor-management communications. Meetings shall be scheduled upon request of 26 27 either the Crisis and Commitment Coordinator or Union Representative (or designee), at a time 28 mutually agreed by the parties. Up to three members of the bargaining unit shall be entitled to Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services January 1, 2018 to December 31, 2020

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participate in Committee meetings. Employees may be released during work hours to attendCommittee meetings, except that no overtime obligation will result from Committee activities.

Section 5. Promotions: Promotions shall be made in accordance with the King County Personnel Guidelines. Any employee who is promoted within the Division and does not successfully complete the probationary period for the position to which promoted, shall have a right to return to his/her former position if it is vacant and available; this includes employees promoted out of the bargaining unit. If the former position is not available, and the employee is separated from the promotional position during the probationary period, the re-hire provisions of Article 10 Section 2 will apply.

Section 6. Job Sharing. County Designated Mental Health Professionals may be permitted to job share or to work part-time when practicable based on staffing requirements, budget constraints, and at management's prerogative.

Section 7. COPE. King County shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

Section 8. Probation: All newly hired and promoted employees must serve a probationary
 period as defined in the Personnel Guidelines for the Career Service. The Guidelines specify that the
 probationary period is an extension of the hiring process

Section 9. Impact Bargaining: Should Washington State legislation require a material
change to the job duties of the bargaining unit during the term of this Agreement, the parties will
bargain the effects of that new requirement as it pertains to wages, hours and/or working conditions
for the 2019 contract year, to the extent required by law.

## 24 || <u>ARTICLE 17: WAGE RATES</u>

(In addition to MLA and Total Compensation Agreements).

26 Section 1. New career service employees (Involuntary Commitment Specialist, Job Class
27 Code # 3111100, and PeopleSoft Job Code # 311101) shall be hired at Step 1 of Range 60 of the
28 appropriate King County Squared Table pay range, or a higher step on the same range, at the

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discretion of management. Employees hired at Step 1 shall be advanced to Step 2 after the successful
 completion of a probation period of at least six (6) months, which may be extended to up to twelve
 (12) months by the hiring authority. Non-probationary career service employees on Step 2 through
 Step 10 will receive a one step increase effective January 1 of each year.

**Section 2.** Temporary employees including term limited temporaries will be paid per the following schedule and increases in succeeding years per sections 2 and 3 of this Article:

0 - 320 hours worked	90% of Step 1 (Range 60)
321 - 640 hours worked	100% of Step 1 (Range 60)
641 + hours worked or previous employment as a King County Designated Mental Health Professional	110% of Step 1 (Range 60)

Section 3. Term Limited Temporary employees. The County may employ term limited temporary employees as defined in County Ordinance.

Section 4. Payroll System. The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act's work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

# Section 5. Shift Premium:

A. In addition to the regularly established hourly rates of pay, employees whose
regularly assigned shift is the night shift (i.e., the shift that includes midnight) shall receive a shift
differential of \$.75 (seventy five cents) per hour for all compensated hours. Employees temporarily
assigned to such a shift are eligible for this differential for actual hours worked on that shift.

B. In addition to the regularly established hourly rates of pay, employees whose
regularly assigned shift is the "super swing" (i.e., the evening shift immediately preceding the night
shift) shall receive a shift differential of \$.75 (seventy five cents) per hour for all compensated hours.
Employees temporarily assigned to such a shift are eligible for this differential for actual hours

worked on this shift.

C. In addition to the regularly established hourly rates of pay, employees whose
regularly assigned shift is the "swing" (i.e., the shift that begins mid or late afternoon and extends
into the evening) shall receive a shift differential of \$.75 (seventy five cents) per hour for all
compensated hours. Employees temporarily assigned to such a shift are eligible for this differential
for actual hours worked on this shift.

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1 **ARTICLE 18: DURATION** 2 Per MLA Article 31. 3 4 day of MARCH 5 **APPROVED** this .2018. 6 7 8 9 By: 10 King County Executive 11 12 13 For Service Employees International 14 Union, Local 925: 15 16 Tricia Schroeder 17 **Executive Vice President** 18 19 Linda Dunn Teresa Hape 20 President Vice President of Conflict Resolution Crisis and Commitment Services Chapter Crisis and Commitment Services Chapter 21 22 23 Melinda Hasegawa 24 Vice President of Communications Shop Steward Crisis and Commitment Services Chapter Crisis and Commitment Services Chapter 25 26 27 28 Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services January 1, 2018 to December 31, 2020 030MĽAĊ0117 Page 16