AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
INFORMATION TECHNOLOGY - MASTER COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1: PURPOSE 1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1
ARTICLE 3: UNION REPRESENTATION 3
ARTICLE 4: RIGHTS OF MANAGEMENT 4
ARTICLE 5: EMPLOYEE RIGHTS 4
ARTICLE 6: HOLIDAYS 5
ARTICLE 7: VACATION 7
ARTICLE 8: SICK LEAVE 10
ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES 14
ARTICLE 10: HOURS OF WORK AND OVERTIME 16
ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE 20
ARTICLE 12: REDUCTION IN FORCE 20
ARTICLE 13: POSTING PROCEDURE AND PROBATION 24
ARTICLE 14: DISPUTE RESOLUTION PROCEDURES 24
ARTICLE 15: WORK ENVIRONMENT 28
ARTICLE 16: CLASSIFICATION 29
ARTICLE 17: CONTRACTING OUT 30
ARTICLE 18: EMPLOYEE DEVELOPMENT 30
ARTICLE 19: LABOR-MANAGEMENT COMMITTEE 31
ARTICLE 20: SAVINGS CLAUSE 31
ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION 32
ARTICLE 22: WAIVER AGREEMENT 32
ARTICLE 23: RETIREMENT 33
ARTICLE 24: DURATION 34
ADDENDUM A: WAGE RATES 35
ADDENDUM B: JOINT UNION MANAGEMENT EMPLOYEE DEVELOPMENT COMMITTEE

ADDENDUM C: Impact of legally required security clearances/background checks performed by King County Department of Adult and Juvenile Detention for King County employees represented by the undersigned unions

MEMORANDA OF AGREEMENT:

> Labor Management Committee Regarding Legally Required Security Clearances/Background Checks Performed By King County

> Department of Judicial Administration Performance Appraisal Scoring

> Executive Leave Awards for former Local 17 - Professional and Technical - Department of Transportation [046] bargaining unit members

> Maintaining Step Progression for former Local 17 Professional and Technical - Department of Transportation [046] bargaining unit members

> Maintaining Step Progression for former Local 17 Department of Public Health and Department of Community and Human Services [060] bargaining unit members in the Department of Public Health

AGREEMENT BETWEEN
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
INFORMATION TECHNOLOGY
AND
KING COUNTY

ARTICLE 1: PURPOSE

These articles constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County and Professional and Technical Employees, Local 17.

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the County) and the employees represented by Professional and Technical Employees, Local 17 (hereinafter called the Union) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County, and to set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. Recognition. The Employer recognizes Professional and Technical Employees, Local 17 as the exclusive representative of all regular full-time and regular part-time employees, including probationary employees and employees in grant-funded positions, and term limited temporary employees, doing the work of the job classifications listed in Addendum A, excluding temporary employees, contract employees, supervisors, managers and confidential employees, within the following departments and divisions of King County:

1. Department of Information Technology (KCIT);
2. Department of Executive Services;
3. Department of Community and Human Services;
4. Department of Judicial Administration;
5. King County Elections;

Information Technology positions in some of these departments and divisions were represented by other labor unions prior to the organization of the Local 17-IT bargaining unit. Local 17-IT does not claim to represent positions that have been historically represented by other Unions.

Section 2. 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 dues or representational fees as certified by the Secretary-Treasurer of the Union and transmit the same to the Union. The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 3. Union Security. It shall be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee to the extent allowable by law. However, nothing contained in this Section shall require an employee who holds bona fide religious beliefs that prohibit the payment of dues to union organizations to join the Union. The employee who holds such bona fide religious beliefs shall pay an amount of money equivalent to the regular union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which the employee would otherwise pay the dues. The employee shall furnish written proof that such payments have been made.

Section 4. Termination Proceedings. Failure by an employee to abide by the provisions outlined in Section 3 above 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. New Hire Forms. The County will require all new employees hired into a position included in the bargaining unit to sign a Union notification form provided by the County which will inform them of the Union's exclusive recognition. One copy of the form will be retained

by the County, one by the employee and the original sent to the Union. The County will notify the Union of any employee leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, leave of absence or dismissal.

Section 6. Lists. The County will transmit to the Union twice a year, upon request, a current listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job classification, and, department.

ARTICLE 3: UNION REPRESENTATION

Section 1. Union Office. An employee elected or appointed to office in a local of the Union, which requires a part, or all of his/her time shall be given leave of absence without pay upon application, for a maximum of two years.

Section 2. Union Representative Visits. Authorized representatives of the Union may, after notifying the county official in charge, visit the work location of employees covered by this agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct Union business on County time.

Section 3. Member Access. Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks as long as the work of the County employees and services to the public are unimpaired.

Section 4. Stewards. The Union shall have the right to appoint stewards within sections and locations where its members are employed under the terms of this Agreement.

Section 5. Bulletin Boards. The County agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material.

Section 6. Policies. Adopted written policies, rules, or directives affecting the terms and conditions of this Agreement shall be provided to the Union as appropriate and/or upon request.

Section 7. Rooms. The County shall make available to the Union or other employee organizations meeting space, for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

Section 8. Email. Employees represented by this Agreement shall have access to email

communications to conduct official union business at a reasonable level and not to interfere with County business. The Union understands that email is not secure or private and is part of the public domain.

ARTICLE 4: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County. Such functions include, but are not limited to: the right to manage the work of employees, to suspend or terminate for just cause (with the exception of TLTs and probationary employees, who may be terminated at will), transfer, and evaluate employees; to determine and implement methods, means and assignments to accomplish the work, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

ARTICLE 5: EMPLOYEE RIGHTS

Section 1. Discipline. The parties agree that in their respective roles, primary emphasis shall be placed on preventing situations requiring disciplinary action through effective employee-management relations. The primary objective of discipline shall be to correct and rehabilitate. The County may discipline or discharge a career service employee for just cause. If the County determines to impose disciplinary action against any employee for any reason, the employee shall be apprised of his/her rights of union representation during a pre-disciplinary or disciplinary meeting and of rights of appeal and representation as provided for in Article 14 (Dispute Resolution Procedures) of this Agreement. Discharge during an employee's probationary period or discharge of a term-limited temporary employee is not subject to the grievance procedure, as such employees serve at-will.

Section 2. Off-duty Conduct. The off-duty activities of employees shall not be cause for disciplinary action unless such activities are detrimental to the employee's work performance and/or have an adverse impact upon the program of the agency.

Section 3. Personnel File Review. The employee and/or a representative may examine the

employee's personnel file upon request. Material placed into the personnel file relating to job performance and/or personal conduct shall be reasonable, accurate and brought to the employee's attention, with copies provided to the employee, prior to placement in the file. Supervisors may keep working files, however documents recording or communicating disciplinary actions that are not included in the personnel file may not be used against the employee or brought forward in grievance proceedings. Employees who challenge materials included in their personnel file are permitted to insert relevant rebuttal materials into the file.

Section 4. Nondiscrimination. The County and the Union agree that they will not unlawfully discriminate against any employee by reason of race, color, religion, national origin, sexual orientation, marital status, age, sex, ancestry, or the presence of any sensory, mental, or physical handicap or disability in administering and enforcing the provisions of this Agreement.

ARTICLE 6: HOLIDAYS

All benefit eligible employees shall be granted holidays with pay as provided for in RCW 1.16.050 as amended:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any designated by public proclamation of the chief executive of the state and adopted by King County as a legal holiday.

Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Work performed on holidays by FLSA non-exempt employees shall be paid at one and one-

half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay prorated in accordance with their regular schedule.

An employee must be in pay status on the employee's scheduled working day before and the employee's scheduled working day after a holiday in order to receive holiday pay. Each employee shall receive two (2) additional personal holidays; provided that no hourly employee shall be granted more than 96 hours of holiday time in a calendar year. These days shall be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year. Employees will be able to use these days in the same manner as they use vacation days earned. Employees who are assigned to work less than 40 hours per week on a regular basis shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

Hourly employees on flex or alternative work schedules shall be allowed to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that work week.

Hourly employees on alternative work schedules or flex time who take holiday time off in excess of the seven or eight hours of holiday provided, and who do not adjust their work schedules as provided above shall make up the difference using accrued vacation time or leave without pay.

ARTICLE 7: VACATION

Section 1. Accrual Rates

All benefit eligible employees shall accrue vacation benefits for each hour in regular pay status exclusive of overtime, according to the following table:

Length of Active Service		Annual Leave in Days Per Year
Upon hire through end of Year	5	12
Upon beginning of year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year and above	26	30

Vacation accrual rates for an employee who works other than the full time schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled work week.

Section 2. Vacation Pay Rate. Employees using accrued vacation shall be paid for such vacation at their current rate of pay. Upon termination, employees shall be paid out their vacation balance at their base rate of pay in effect at the time of termination (including merit pay, if applicable)

up to the maximum accrual amount, less mandatory withholdings.

Section 3. Vacation Accrual Date. Each employee will accrue vacation each payroll period, based on County seniority (Benefits Service Date). Benefits Service Date shall be defined as, the most recent date of hire into a regular position, as backdated for any prior eligible service that ended no more than two years before reemployment, or other time period required by law. The Benefits Service Date is adjusted for unpaid leaves of absence, excluding unpaid family leave, that exceeds 30 calendar days. In this context, eligible service means employment in a regular position; however, if an employee moves from a term-limited temporary position into a regular position with no break in service, employment in the term-limited temporary position will be included when establishing the Benefits Service Date.

County seniority is defined as completed years of service with King County and its predecessor organizations. Eligible employees shall accrue vacation leave from their date of hire. If an employee resigns from the County in good standing or is laid off and subsequently returns to County employment within two years from such resignation or layoff, the employee's prior County service shall be counted in determining the vacation leave accrual under this Article.

Section 4. Use of Vacation. Employees shall not be eligible to take their accrued vacation leave until they have successfully completed their first six months of County employment. Vacation leave may be used by employees covered by the provisions of the FLSA in one-half hour increments, at the discretion of the appointing authority. FLSA-exempt employees may use vacation leave in increments of not less than one (1) day. This Section does not limit an employee's ability to use accrued leave for a qualifying event under the Washington Family Care Act.

Section 5. Vacation Donation. Any benefit eligible employee who has completed at least one (1) year of service may, upon written notice to the donating and receiving employees' division managers, donate to any other benefit eligible employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's straight-time rate of pay.

Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating vacation hours. The number of

hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

Donated vacation must be used within ninety (90) calendar days. Donated vacation not used within 90 days or due to the death of the receiving employee shall revert to the donor.

Donated vacation is excluded from vacation payoff provisions.

Section 6. Separation from Employment. Employees in benefit eligible positions who leave King County for any reason after successful completion of six months of County service shall be paid for their unused vacation up to 480 hours maximum. Employees shall not be eligible to be paid for vacation leave until they have successfully completed their first six months of County service; if they leave County employment prior to successfully completing their first six months of County service, they shall forfeit and not be paid for accrued vacation leave.

In the case of separation by death, payment of unused vacation, up to a maximum of 480 hours, will be made to the employee's estate or, in applicable cases, as provided by RCW Title 11 and RCW 49.48, as amended.

This vacation leave cash-out is subject to any determination by bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County Code. Such determination is applicable to all members of the bargaining unit.

Section 7. Work while on Vacation. No employee shall be permitted to work for compensation for the County in any capacity during a time when the employee is on paid vacation.

Section 8. Maximum Accrual. Benefit eligible full-time employees may accrue up to sixty (60) days of vacation leave, prorated to reflect their normally scheduled work week. Benefit eligible part-time employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled work week. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Employees may accrue additional vacation beyond the maximum specified herein, when work assignments and cyclical work load prevents the employee from using excess vacation by December of the year in which the excess was accrued, provided the employee submits the request to carry over excess hours to his/her supervisor. At the time of separation, no employee will be paid for more than 480 hours.

Section 9. Vacation Carryover. In order to be eligible for carryover of vacation leave beyond the maximum accrual, an employee must have made a request to use vacation leave during the calendar year, and the appointing authority must have disapproved such request. In order to be eligible for carryover of excess vacation leave, a written plan must be developed and approved by the employee and appointing authority. This plan must outline how the excess vacation will be used in the next year. The Human Resources Division of the Department of Executive Services as well as the appointing authority must approve all requests for carryover of vacation.

ARTICLE 8: SICK LEAVE

Section 1. Sick Leave Accrual. All benefit eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour on regular pay status, up to a maximum of eight hours per month. Employees shall accrue sick leave from their date of hire in a leave eligible position. There is no limit on the amount of sick leave an employee may accrue. Every benefit eligible part-time employee shall receive and expend sick leave benefits proportionate to the employee's regular work day.

Section 2. Approved Sick Leave Use. An employee may not use sick leave until he/she has actually accrued such leave. Accrued sick leave may be used for the following reasons:

A. An employee's bona fide personal illness; however, an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

B. An employee's incapacitating injury; provided that:

1. An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

2. An employee who chooses not to augment his/her worker's compensation time loss through the use of sick leave shall be deemed to be on unpaid status;

3. An employee who chooses to augment his/her worker's compensation time loss payments with the use of accrued sick leave shall notify the worker's compensation office in writing of this election at the beginning of the leave.

C. An employee's temporary disability caused by or contributed to by pregnancy and childbirth;

D. An employee's exposure to contagious diseases and resulting quarantine;

E. An employee's medical, dental or optical appointments; provided, that the employee's immediate supervisor has approved the use of sick leave for such appointments;

F. To care for the employee's child if the child has an illness or health condition that requires treatment or supervision by the employee;

G. To care for other family members if:

1. For King County Family Medical Leave the employee has been employed by the County for twelve (12) months or more and has actually worked a minimum of one thousand forty (1040) hours (40 hour employee) or nine hundred ten hours (35 hour employee) in the preceding twelve (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours worked) and for Federal Family Medical Leave the employee has worked 1250 hours in the preceding 12 months.

2. The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a parent of the employee's spouse or domestic partner; and the reason for the leave is one of the following:

a. The birth of a son or daughter and care of the newborn child, or placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months of the birth, adoption, or placement;

b. To care for the employee's child, or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

c. Care of a family member who suffers from a serious health condition as defined in the King County Personnel Guidelines.

Section 3. King County Family and Medical Leave. Employees shall be entitled to family medical leave, as provided by the King County Family Medical Leave Ordinance (KCC 3.12.220),

the federal Family Medical Leave Act, the Washington Family Care Act, and any other applicable laws.

Section 4. Use of Vacation Leave. An employee who has exhausted his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by his/her immediate supervisor, or as provided for under applicable law.

Section 5. Sick Leave Donations. Any benefit eligible employee whose sick leave accrual balance exceeds 100 hours may donate to any other leave eligible, benefit eligible full-time or part-time employee a portion of his/her accrued sick leave upon written notice to the donating and receiving employees' division manager(s). Sick leave hour donations are strictly voluntary. No employee may donate more than 25 hours of his/her accrued sick leave in a calendar year. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating sick leave hours.

A. Donated hours shall be converted to a dollar value based on the donor employee's straight-time hourly rate of pay.

B. Donated sick leave must be used within 90 calendar days. Donated hours not used within 90 days or due to the death of the receiving employee shall revert back to the donor Employee.

C. Donated sick leave hours are exempt from the sick leave payoff provisions outlined in Section 9 of this Article.

Section 6. Sick Leave Use. Sick leave may be used by employees covered by the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick leave for absences of one full workday.

Section 7. Verification of Sick Leave. Management is responsible for the proper administration of sick leave benefits. A doctor's certificate verifying illness or inability to work may be required of any employee when management reasonably suspects abuse of sick leave due to that employee's patterned or excessive absenteeism. Sick leave documentation may also be required to administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence.

Section 8. Sick Leave Upon Separation. Separation from County employment, except by retirement, termination for nondisciplinary medical reasons, or reason of temporary layoff due to lack of funds or work, shall cancel all sick leave currently accrued to the employee. Should the employee who is separated for one of those listed reasons return to the County within two years, his/her accrued sick leave will be restored.

Section 9. Sick Leave Cash-Out. Employees eligible to accrue sick leave, who have successfully completed at least five years of County employment, and who retire as a result of length of service 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 35% of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date the employee leaves County employment less mandatory withholdings. This sick leave cash-out is subject to any determination by bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County Code. Such determination is applicable to all members of the bargaining unit.

All payments shall be in cash, based on the employee's hourly rate of pay, and there shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County health insurance at the COBRA rates.

Section 10. Bereavement Leave

A. A leave-eligible employee is entitled to three (3) days paid bereavement leave for each occurrence of death of a member of the employee's immediate family. If an employee requests more time, up to an additional three (3) days may be used from the employee's sick leave balance.

B. Immediate family means any of the following relatives of the employee, employee's spouse or employee's domestic partner: spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, or grandchild. Also included is any person for whose financial or physical care the employee is principally responsible, or any person who was in *loco parentis* to the employee.

C. In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged bereavement leave entitlements.

Section 11. School Volunteering. Employees may use up to three days of sick leave per calendar year for the purpose of volunteering in a school, in accordance with existing County policies and practices.

Section 12. Wellness Incentive. Full-time regular, part-time regular and term-limited temporary employees who have been employed for a full calendar year within the bargaining unit who during a calendar year use less than thirty-three (33) hours of sick leave (donated sick leave is not counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave to be used as personal vacation days in the next calendar year. This benefit shall be prorated for part-time employees. Employees must request such conversion no later than January 31 of the following year.

Section 13. Sick While on Vacation or Compensatory Time Off. If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he/she shall present to the County on the first day of injury or illness, or as soon as practicable thereafter, a doctor's statement or other acceptable proof of injury or illness.

Section 14. Promotional Examinations. Benefit eligible employees will be entitled to necessary time off with pay in order to take county qualifying or promotional examinations. This will include time required to complete any required interviews, scheduled during the employee's working hours. This does not include time required to complete questionnaires.

ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 1. The wages for the employees covered by this Agreement shall be as set forth in Addendum A of this Agreement.

Section 2. Step Increases. Upon completion of six (6) months of satisfactory service (probation) following a Career Service employee's starting date in a classification covered under this Agreement, the employee shall receive a one step increase, provided he/she was hired at the first step of the pay range assigned to the employee's classification. If the employee was hired above the first step of the pay range for the classification, any after-probation step increase shall be at the discretion of management.

- Following probation, future step increases will be effective on January 1st of each year that

is within the duration of this agreement provided that the employee is no longer in a probationary status as of September 30th of the previous year. Step increases shall be awarded pursuant to the "Executive Branch Performance Appraisal and Merit Pay System Manual" of King County as updated March 2009, subject to the following modification: "Standard" or "Satisfactory" shall be a score between 3.0 and 3.74

- "Above Standard" shall be a score between 3.75 and 4.19
- "Outstanding" shall be a score between 4.2 and 5.0
- A "Standard" or "Satisfactory" score shall be required to progress between Steps 1 - 8
- An "Above Standard" score shall be required to progress to Steps 9 - 10

Employees shall be eligible for merit pay above the top step of their respective pay range provided that they satisfy the criteria and conditions that are set forth in the Performance Appraisal and Merit Pay System Manual as modified by the parties.

Per the terms of the Performance Appraisal and Merit System Manual, employees shall be evaluated in a merit pool of one.

Section 3. Work out of Class. The parties agree that King County Code 3.15.140, as amended by King County Ordinance 17020, shall apply to the assignment, administration, and pay for all special duty assignments by members of the bargaining unit. All work outside of classification in an acting capacity shall be assigned in writing by the division manager or his/her designee. If the work is at a higher level classification, then special duty pay will be awarded.

Section 4. Special Assignments. The parties intend that the County may, on a case-by-case basis, request bargaining unit employees to volunteer for special projects of limited duration. The parties recognize that staffing methods and budget decisions are at the sole discretion of management and are not subject to grievance or arbitration.

Section 5. Mileage Reimbursement. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by County Council action.

Section 6. Bus Passes. The Employer will provide all benefit eligible employees with bus passes at no cost in accordance with current practice and County ordinance.

ARTICLE 10: HOURS OF WORK AND OVERTIME

Section 1. Normal workweek. For hourly employees, the normal workweek shall:

- Consist of five consecutive workdays not to exceed eight hours in a nine hour period.
- Not exceed forty hours per week.
- Monday through Friday.

For exempt employees, the normal workweek shall consist of five consecutive workdays, Monday through Friday.

These standards establish a basis for a "normal" workweek. With the prior mutual consent of an hourly employee and his/her immediate supervisor, work schedules may be temporarily flexed to address immediate personal or technical needs. Alternative workweeks can be arranged by the mutual agreement of the County and the employee per the terms of Section 3 of this Article. Nothing in this section prohibits or limits the assignment of occasional overtime work to hourly employees.

The parties recognize that business needs may require that some employees will be assigned to regular shifts that deviate from the normal workweek as defined above. Prior to the implementation of shifts that differ from the normal workweek, the County and the Union shall meet and jointly endeavor to find ways to seek alternative solutions. If the County implements shifts that differ from the normal workweek, the County will first seek volunteers to fill these shifts. If no volunteers come forward, the County will negotiate the impacts of the changes to the normal workweek.

Section 2. Overtime. For the purposes of this Agreement, hourly employees are eligible for overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours actually worked in the work week (sick leave, vacation, holidays and other paid leave are not hours worked). When a bargaining unit member works overtime, compensation for such shall be at one and one-half times the employee's regular hourly rate as defined by the Fair Labor Standards Act (FLSA). To the extent practicable, no overtime shall be worked unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours. At the discretion of management, overtime may be paid as compensatory time at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours actually worked in the work week (sick leave, vacation, holidays and other

paid leave are not hours worked), if requested by the employee and approved by the supervisor.

Section 3. Alternative Workweek and Telecommuting Schedules

It is the County Executive's policy to actively promote alternative workweek or telecommuting schedules wherever possible. Each bargaining unit member shall have the opportunity to request an alternative workweek or telecommuting schedule. The employee shall submit the request in writing to management listing the reason(s) for the request and the type of alternate workweek or telecommuting schedule requested. Management and the employee will evaluate the feasibility of the employee's request. Management must consider information provided about the employee's child care and other family and transportation needs in making the decision. The decision of whether or not to grant an alternative workweek or telecommuting schedule will be stated in writing to include the reasons for denial or approval, according to an established list of criteria. A Labor-Management committee established for this purpose shall develop the criteria that are applied when considering an alternative workweek or telecommuting schedule. If a request for an alternative workweek or telecommuting schedule is denied, the employee may appeal the denial in accordance with the appeal process listed below.

Management or the employee may terminate an alternative workweek or telecommuting schedule, in writing, with advance notice of thirty (30) calendar days. When management terminates an alternative workweek or telecommuting schedule, the employee must receive written notification stating the reason(s) for the termination. In instances where the County, due to emergency or business reasons, must terminate the alternative workweek or telecommuting schedule, the County will provide as much notice of schedule change as practicable. Upon receiving written notification of termination of the schedule, the employee may appeal the termination of the schedule in accordance with the appeal process listed below.

Appeal Process: When a request for an alternative workweek or telecommuting schedule has been denied or an existing alternative workweek or telecommuting schedule has been terminated, upon receiving written notice from management, the employee shall have ten (10) business days to appeal in writing to the Human Resources Service Delivery Manager or designee. Human Resources Service Delivery Manager or designee shall, within ten (10) business days of receipt of the appeal

notice, contact the employee and their Local 17 Union Representative to schedule a meeting to address the appeal. The ultimate decision of whether to grant or deny the appeal will remain with the Human Resources Service Delivery Manager or designee.

Section 4. Notice Prior to an Involuntary Permanent Change in Schedule. Thirty (30) days advance notice shall be afforded employees when involuntary permanent changes to a regular schedule are required by the County. The County agrees to avoid frequent schedule changes.

Section 5. After Hours Support

A. After Hours Support. After Hours Support is off duty time during which an employee is required to be ready and able to report to work, either in person or through technological means, in a timely manner. Each supervisor will maintain a written list of all After Hours Support staff and employees will be given 10 business days notice, in writing, of their After Hours Support schedule. Written notice may be waived by written mutual consent between Supervisor and employee. Supervisors will post the After Hours Support schedules in a place visible to all employees in that work group. In instances where the County, due to emergency or business reasons, must terminate or modify the After Hours Support schedule, the County will provide as much notice of schedule change as practicable

B. General Provisions.

1. Parking. Parking expenses may be reimbursed on presentation of a receipt if an employee is called out to a work site outside of regular working hours.

2. Equipment and Supplies. The County will provide all assigned After Hours Support staff with a two-way electronic device.

C. Hourly Employees.

1. Physical Call-Out. A minimum of four (4) hours at the overtime rate (inclusive of time actually worked) shall be given for each call-out where the employee is called and returns to a designated work site after completing his/her regular shift. Where such overtime exceeds four (4) hours, the actual hour worked shall be at the overtime rate of the employee's current hourly pay rate. This shall include travel from the employee's residence to the designated worksite or place of assignment. The County will reimburse the employee for the cost of a meal up to $6.00, upon

presentation of a receipt, for every four (4) hours of work while on a physical call-out.

2. Technical Call-Out (TCO). A TCO occurs when an employee is called to return to duty and performs those duties via telephone, facsimile, computer, or similar electronic device without returning to a designated work site. A minimum of two (2) hours at the overtime rate (inclusive of time actually worked) shall be given for each TCO. If the time exceeds two (2) hours, the actual hour worked shall be at the overtime rate of the employee's current hourly pay rate.

3. Stand-By Pay. Hourly employees will receive one (1) hour of pay at their base wage rate for each weekday spent on call (Monday through Friday). If the weekday is a holiday, the employee will receive six (6) hours of pay for that day. If the employee is on call during the weekend, the employee will receive four (4) hours of pay for Saturday and four (4) hours of pay for Sunday, totaling thirteen (13) hours of stand-by pay for an employee assigned to on call status for an entire non-holiday week.

D. FLSA Exempt Employees. Each FLSA Exempt employee designated in writing to an After Hours Support rotation shall be entitled to the following alternative workweek and telecommuting schedule for every two-week period.

FLSA Exempt employees working their After Hours Support rotation shall work an alternative schedule of core 40 hours plus 8 hours of telecommuting or other means of off-hours support. During the second week of their After Hours Support rotation, employees will have a core workweek of 32 hours and a regular day off.

Section 6. Executive Leave. FLSA-exempt employees covered under this Agreement are eligible for Executive Leave in accordance with King County policy (Executive Policy PER 8-1-2) as amended. If an eligible employee believes that his or her executive leave award, or absence of an executive leave award, is not consistent with the policy statements of Executive Policy PER 8-1-2, as amended, he or she may submit a written request for a review by the Department Director or designee. The Department Director or designee shall review prior awards of executive leave for the appealing employee, review prior and current executive leave awards of the appealing employee's work group, if applicable, and shall discuss the matter with the appealing employee's supervisor or manager. The final decision to make or modify a prior executive leave award shall be in writing and

remains with the Department Director or designee. A grievance may not be filed under this section, nor shall the Department Director or designee's final decision be grievable.

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE

Health Benefits are negotiated and established by the Joint Labor Management Insurance Committee (JLMIC). The Union and the County agree to incorporate changes to employee insurance benefits as a result of the agreement of the Joint Labor Management Insurance Committee.

ARTICLE 12: REDUCTION IN FORCE

Section 1. The terms of this Article apply only to King County career service employees.

Section 2. Pre-Layoff. When a reduction in force is anticipated, the County and the Union shall meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

When a reduction in force is required, the County and the Union shall meet and jointly endeavor to find ways to minimize or eliminate the number of employees who must be laid off (e.g., reassign employees to vacant positions, locate temporary placement in other departments, encourage leaves of absence).

The County will attempt to place said employee into any vacant position for which the employee is qualified, or endeavor to retraining or redeploying affected employees to the extent possible.

It is acknowledged by the parties that a primary intent of the Joint Union Management Employee Development Committee, as outlined in Article 18, is to prepare employees for future employment opportunities in anticipation of a possible future reduction in force.

Section 3. Notice. When the elimination of a position shall result in an employee being laid off, the County shall provide written notice to the Union and the affected employee at least 30 calendar days prior to the effective date of the layoff. To the extent practicable, the County shall provide 90 days layoff notice to affected employees.

Section 4. Seniority Defined

For the purposes of this Article, seniority shall be determined by Benefits Service Date. "Benefits Service Date" shall be defined as, the most recent date of hire into a regular position, as

backdated for any prior eligible service that ended no more than two years before reemployment, or other time period required by law. The Benefits Service Date is adjusted for unpaid leaves of absence, excluding unpaid family leave, that exceed 30 calendar days. In this context, eligible service means employment in a regular position; however, if an employee moves from a term-limited temporary position into a regular position with no break in service, employment in the term-limited temporary position will be included when establishing the Benefits Service Date.

An employee who leaves County employment for more than two (2) years will lose all accrued seniority. An employee who has been laid off will be credited for prior service if recalled as provided under this Article. An employee shall continue to accrue seniority if on unpaid Family Medical Leave.

Section 5. Layoff. The employee(s) who are laid off shall be the least senior employee(s) within the layoff group (see Section 7) who perform the body of work that has been identified for reduction. Management shall have legitimate business reason(s) for reducing or eliminating a body of work. The Union may request, and King County shall provide, in writing, the business reason(s) behind a layoff. An employee identified for layoff shall be considered a "displaced employee" for purposes of exercising bumping rights.

Section 6. Bumping.

A displaced employee may elect to exercise his/her bumping rights as described within this Section. Bumping shall not result in a promotion. An employee will have five (5) work days from the time of written notification of layoff to notify the County of his/her intent to exercise his/her bumping rights. The employee's decision to exercise his/her bumping rights must be in writing. An employee will forfeit his/her bumping rights if his/her written notice is not submitted within five (5) work days, unless the County agrees to a late filing of the notice. The County will, if it determines that there are warranting circumstances, accept a late filed notice from an employee. If a displaced employee refuses to accept a position he/she is eligible to bump into, that employee shall forfeit his/her bumping rights.

A displaced employee may only bump a less senior employee. A displaced employee may only bump into a position for which he/she meets the minimum qualifications. The County will

determine whether a displaced employee meets the minimum qualifications to perform the work of a position. The County's determination shall be reasonable and transparent. If the County determines a displaced employee does not meet the minimum qualifications for a particular position to which the employee wishes to bump, the County shall provide, upon request, written documentation of legitimate reasons for such determination; the County's determination is subject to the grievance provisions as outlined in Article 14. Bumping shall proceed as follows, subject to the conditions described above, the most senior displaced employee shall go first:

1. Bump the least senior bargaining unit employee in the same classification specification that the displaced employee presently occupies. If the displaced employee does not meet the minimum qualifications for that position, the next position considered shall be the next least senior employee in the same classification and so on. If the displaced employee is not placed in the same classification specification they presently occupy, proceed to the next step.

2. Bump the least senior bargaining unit employee in the next lowest classification specification that is in the same classification series that the displaced employee presently occupies. If the displaced employee does not meet the minimum qualifications for that position, the next position considered shall be the next least senior employee in the same classification and so on. If the displaced employee is not placed in that classification, the next lowest classification in the series shall be considered in the same manner and so on. If the displaced employee is not placed in the same classification series they presently occupy, proceed to the next step to determine bumping options that are outside of the displaced employee's classification series.

3. Displaced employees shall participate in the identification of other classifications or classification series for which they may be qualified to bump into. Bump the least senior bargaining unit employee in a grouping of employees that occupy positions that are paid at the same pay range as the displaced employee. If the displaced employee does not meet the minimum qualifications for that position, the next position considered shall be the next least senior employee in that same grouping and so on. If the displaced employee does not meet the minimum qualifications for a position in that grouping, additional groupings by descending pay range shall be considered starting with the least senior employee of the grouping and proceeding to the most senior of the grouping before considering

the next grouping with the next highest pay range and so on.

If the displaced employee is not placed pursuant to steps 1, 2 or 3 of this section, the employee shall be considered to have no bumping option.

Section 7. Layoff Groups.

For the purposes of administering this Article, each department, the Office of Emergency Management, and the Business Resource Center shall be its own layoff group.

Section 8. Outplacement Services. The County shall provide outplacement services to employees in the bargaining unit as provided in the County's Layoff and Recall Program. These services shall be made available to all employees in the bargaining unit who are displaced, bumped, receive layoff notices, and to the extent practicable, to employees who have been identified as being at-risk of layoff.

Section 9. Obligation to Meet and Confer Concerning Reductions in Force. The County and the Union shall meet and confer in good faith with the aim of reaching agreement on the absorption of employee work that is necessitated by layoffs.

In the event of a reduction in force, and upon the request of the Union, the County shall provide information to the Union relating to staffing levels and workloads in a given department and division.

Section 10. Recall

A. An employee who is laid off will have general hiring preferences to other vacant County positions, consistent with the County's Workforce Management Plan, for a period of two years following the employee's layoff. During the two year recall period, the employee will retain specific recall rights to the position from which he/she was laid off regardless of whether the employee has accepted a different position with the County.

B. When a laid off employee applies for, or is referred to, a bargaining unit position and such employee is unsuccessful in obtaining the position, the employee, upon his or her request, will be provided with a rationale for his or her non-selection, interview and test scores, and other documentation used to make the determination.

C. An employee who is recalled from layoff will have all unpaid sick leave balances

restored.

ARTICLE 13: POSTING PROCEDURE AND PROBATION

Section 1. Posting of Vacancies. Employees are encouraged to seek advancement within their specific work units as well as within the County as a whole. In order to promote such, the County shall post announcements informing employees of open recruitment opportunities within all County departments. Should a promotional position become available within the bargaining unit, bargaining unit members are required to compete for such in accordance with the procedures set forth in the County Personnel Guidelines for the Career Service.

When the County intends to conduct a recruitment to fill any position represented by the bargaining unit, the County shall post such position on the King County website. Interested bargaining unit members may apply along with outside candidates as determined appropriate by the County. The County shall endeavor to electronically notify all bargaining unit members of all recruitments for bargaining unit positions that the County is intending to fill.

Section 2. Labor Management Committee. When the LMC convenes, The County will share information about the newly created Term Limited Temporary IT positions, including a position description, anticipated duration, and date filled. The County will also share information about bargaining unit vacancies that the County does not intend to fill.

Section 3. Probationary Period. The length of an employee's probationary period shall be six months. However, the County may extend an employee's probation for up to twelve months total, in accordance with the County's Personnel Guidelines. Consistent with the definition of "probationary employee" and "probationary period" contained in the King County Personnel Guidelines.

ARTICLE 14: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation. King County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. To this end, the following procedure is outlined. The parties agree to make every effort to settle grievances at the lowest possible level of supervision.

The parties also support the concept of resolving disputes by mutually consenting to

mediation wherever practicable. The parties are encouraged to resolve disputes through a mutually acceptable mediation forum at any step in this process. The process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual request.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

A. Definition. A grievance is an alleged violation of the terms and provisions of this agreement and may be filed by an employee, a group of employees, the Union (by a steward or the Local), or the County. A grievance filed by the County may be filed at Step 3.

B. Procedure.

Step 1. Supervisor. A grievance shall be presented by the grievant and/or Union representative in writing, within thirty (30) working days of the date when the grievant knew or should have known of the basis for a grievance, to the appropriate Supervisor. The grievance must contain at a minimum (1) a written statement of the grievance, (2) a reference to which contract provision(s) the grievant believes have been violated, and (3) a requested remedy. The Supervisor or designee shall attempt to resolve the matter and notify the grievant within fifteen (15) working days from the date the grievance was received. Failure by the Supervisor or designee to issue a response within the prescribed timeline shall automatically advance the grievance to the next step. The grievant shall have ten (10) working days from the issuance of management's Step 1 response (or the date that the Step 1 response was due) to advance the grievance to Step 2, otherwise the grievance shall be presumed to be resolved. The grievant's request to advance the grievance to Step 2 must be made in writing to the Division Director, copying the issuer of the Step 1 response. The Union or its representative must sign the grievant's request to advance a grievance to Step 2.

Step 2. Division Director or Designee. If after thorough review at Step 1, the grievance has not been resolved to the satisfaction of the Union, the employee and the Union shall together present the grievance as stated above for investigation, discussion, and written reply. The Division Director or designee may interview the employee and/or his/her representative and receive any additional related evidence that he/she may deem pertinent to the grievance. The Division Director or designee shall make his/her written decision available to the Union within fifteen (15)

working days. Failure by the Division Director or designee to issue a response within the prescribed timeline shall automatically advance the grievance to the next step. The Union shall have fifteen (15) working days from the issuance of management's Step 2 response (or the date that the Step 2 response was due) to advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved. The Union's request to advance the grievance to Step 3 must be made in writing to the Director of the Office of Labor Relations (OLR)/designee, copying the issuer of the Step 2 response. The Union or its representative must sign the grievant's request to advance a grievance to Step 3.

Step 3. OLR Director or Designee. If after thorough evaluation, the decision of the Division Director or designee has not resolved the grievance to the satisfaction of the Union, the grievance may be presented to the OLR Director as stated above. All letters, memoranda, and other written materials previously submitted to the decision makers at Steps 1 and 2 shall be made available for the review and consideration of the Office of Labor Relations Director or designee. He/she may interview the employee and/or his/her representative and receive any additional related evidence that he/she may deem pertinent to the grievance. The Office of Labor Relations Director or designee shall issue a written decision within thirty (30) working days of receipt of the Step 3 grievance. Failure by the Office of Labor Relations Director or designee to issue a response within the prescribed timeline shall automatically advance the grievance to the next step. If the matter is not resolved, the Labor Negotiator will be the Union's contact thereafter in this process. The grievant shall have thirty (30) working days from the issuance of management's Step 3 response (or the date that the Step 3 response was due) to advance the grievance to Step 4, otherwise the grievance shall be presumed to be resolved.

In the instance when the grievance is initiated by the County, the County shall submit the third step grievance to the bargaining unit's Union Representative who shall have thirty (30) working days to issue a response. The County shall have thirty (30) working days from the issuance of the Union's Step 3 response (or the date that the Step 3 response was due) to advance the grievance to Step 4, otherwise the grievance shall be presumed to be resolved.

Step 4. Arbitration. If after thorough evaluation, the decision of the Office of Labor Relations Director or designee has not resolved the grievance, the Union or the County may

request to submit the grievance to arbitration, in accordance with the timelines and procedures stated above. The request for arbitration shall be submitted in writing, and it must specify the issue to be arbitrated. If the Union is requesting arbitration, the request must be submitted to the Labor Negotiator. If the County is requesting arbitration, the request must be submitted to the Union Representative. The process for selection of the arbitrator and the authority of the arbitrator are set forth in Sections 2 and 3 below.

Section 2. Selection of Arbitrator. Should arbitration be necessary, the parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The party to strike first shall be determined by a coin toss.

Section 3. Authority of the Arbitrator. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in RCW 41.56.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of its own attorneys' fees regardless of the outcome of the arbitration.

Section 4. Timelines and Extensions. Failure by the grieving party to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided, however, any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement.

Section 5. Unfair Labor Practice(s) Resolution. The parties agree that thirty (30) days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor Practice.

Section 6. Release time for grievance hearings. The County shall grant release time, with no loss in pay, to individual bargaining unit member(s) to attend their own grievance and arbitration hearings.

ARTICLE 15: WORK ENVIRONMENT

Section 1. Office Space. The County shall attempt in good faith to resolve all office space issues relating to personal space, temperature, comfort and safety with the appropriate departments and agencies; however, the County's failure to satisfy an employee on these issues is not grievable.

Section 2. Defense Against Claims. The County agrees to defend and pay any proper claim against its employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the County.

Section 3. Intimidating or Bullying Behavior. The County and the Union recognize that King County has policies and procedures relating to workplace violence. However, the County and the Union also recognize that behavior which does not rise to the level of physical violence, or threat thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general.

The County and the Union further recognize that this type of inappropriate conduct is not dependent upon a supervisor/subordinate relationship and may occur between co-workers without a difference in reporting relationships. Therefore, the County and the Union seek to codify their intent not to engage in, encourage or knowingly tolerate workplace intimidation or bullying. The County and the Union will work together collaboratively and employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.

ARTICLE 16: CLASSIFICATION

Section 1. Classification. The County, upon request, shall furnish the Union with specific classification specifications for classifications in the bargaining unit. The County and the Union, with a minimum of 14 days notice, shall meet to review proposed modifications and revisions to said specifications and will negotiate the resulting impacts.

Section 2. Reclassification. Requests for reclassification may be made because an employee has been working in an out of class assignment for twelve (12) months or longer, or because there is a significant change in an employee's duties and responsibilities for a period of twelve (12) months or longer. No employee shall submit a reclassification request if it has been less than one (1) year since the date of a previous reclassification determination.

Requests for reclassification must be submitted on the County's form to request reclassification (presently known as the Position Description Questionnaire or PDQ form). The employee will provide a completed copy of the form to his/her supervisor and the Department's Human Resources Service Delivery Manager or designee for review and comment. The supervisor will review and comment within fourteen (14) calendar days, and then forward the form to the division director. The division director shall have fourteen (14) calendar days to review and comment and forward the form to HRD.

If the supervisor or division director has any disagreement with the information provided on the form by the employee, the supervisor or division director will discuss this disagreement with the employee prior to forwarding the form to HRD.

HRD shall make the classification analysis within 120 calendar days. If HRD determines that an employee should be reclassified, the reclassification will be effective the date the PDQ was submitted to the employee's supervisor and the Human Resources Service Delivery Manager, one or both of whom will acknowledge receipt of the PDQ and record the date received.

Section 3. Mediation/Arbitration. If HRD determines that a reclassification is not appropriate, the Union may request a hearing with a mediator/arbitrator as provided through the King County Alternative Dispute Resolution Program within thirty (30) calendar days from the date the employee was notified that a reclassification would not take place.

The parties agree that the mediator/arbitrator's role in this hearing will be to consider testimonial and documentary evidence presented by the County and the Union regarding the employee's appropriate job classification. The mediator/arbitrator will make a determination as to whether the employee is correctly classified, and if not, the appropriate classification to which the employee should be assigned.

Section 4. Mutual Exclusivity. Employees covered under this agreement have access to either the appeal procedure described in Section 3 or the procedure outlined in the King County Personnel Guidelines, if applicable. Selection of one process will preclude access to the other to resolve the appeal. A represented employee must choose the avenue of appeal prior to requesting mediation/arbitration. The employee's choice is final.

ARTICLE 17: CONTRACTING OUT

Transfer of Bargaining Unit Work. Contracting out work traditionally and normally performed by members of the bargaining unit shall not lead to the layoff of any employee covered under this agreement. This Article shall not restrain the County from continuing to contract out work that is for a short term, for a specific task, or using specific skills and/or knowledge not currently available to existing County staff. Cost savings shall not be the sole basis for contracting out. It is the intention of the County to make a good faith effort to ensure that there is a skills and/or knowledge transfer from the contractors to members of the bargaining unit, where appropriate.

ARTICLE 18: EMPLOYEE DEVELOPMENT

Section 1. The County and the Union agree that training and employee career development can be beneficial to both the County and the affected employee. Training, career development, and educational needs may be identified by both the County and by the employee. The parties recognize that employees are integral partners in managing their career development. The County is committed to providing employees with support and implementation of professional development opportunities, within the parameters of available resources.

Section 2. It is in the best interest of both parties to have a well-trained information technology workforce with skills that align with both current and future business and technology trends. To that end, a Joint Union Management Employee Development Committee shall be

established to discuss topics that shall be agreed upon by the parties.

The Committee shall consist of six representatives of management and the Union. The Committee shall convene no less than six times per year or more or less often by mutual agreement of the County and the Union.

The parties agree that this committee shall not be a forum for collective bargaining, but is rather a forum for open discussion and collaboration between management and the Union. Failure of the parties to reach agreement on any of the topics that are discussed by this committee shall not be a basis for either party to file a contractual grievance or to allege bad faith bargaining. However, the parties make a commitment to meaningfully discuss the topics that were agreed to in bargaining, as well as any other topics that are mutually agreed upon by the parties.

Section 3. The County recognizes the benefit of individual employee development plans and commits to implementing the plans as agreed to in the Committee. To this end, the County and the Union agree to set as the first priority of the Joint Committee to create and implement a system to provide individual employee development plans, including but not limited to development of a training template which will be implemented by departments.

Section 4. The Committee shall discuss and implement, if agreed upon, provisions addressing the needs for anticipated reductions in force or personnel vacancies and will specifically consider utilization of the existing workforce for developing technology, business, and training needs.

ARTICLE 19: LABOR-MANAGEMENT COMMITTEE

The County and the Union agree to establish a Labor-Management Committee. The purpose of this committee is to discuss matters of concern of either party. Meetings shall be conducted monthly during regular business hours and employees shall participate on paid work time. Responsibility for coordinating meetings shall alternate between the parties.

ARTICLE 20: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decrees of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof, provided, however, upon such invalidation the parties agree immediately

to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the division manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his automatic resignation became effective.

Section 2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 3. Any employee who commits any act prohibited in this Section will be subject to the following action or penalties:

A. Discharge.

B. Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 22: WAIVER AGREEMENT

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to

waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 23: RETIREMENT

All employees hired prior to January 1, 1996 shall continue to be covered by the applicable retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle City Employees Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be made in accordance with the respectively applicable City ordinance(s), County ordinance(s), or state law. All employees hired after January 1, 1996 shall be covered by the state Public Employee Retirement System, pursuant to applicable County ordinance and state law. Employees who are covered by the City of Seattle retirement system are governed by applicable City Ordinance and the City Charter with respect to retirement benefits.

ARTICLE 24: DURATION

This agreement shall become effective upon full and final ratification and approval by all requisite means by the King County Council and shall cover the period of July 1, 2013, through December 31, 2016.

Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to August 1, 2016.

It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 19 day of MARCH, 2014.

By: Dow Constantine
King County Executive

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director, PTE, Local 17

Whitney Abrams
Union Representative, PTE, Local 17

Marlon Brown
Bargaining Team Member

Steve Ford
Bargaining Team Member

Jon Grissom
Bargaining Team Member

Roy Lazelle
Bargaining Team Member

Lynn Mazer
Bargaining Team Member

Jeff Straughn
Bargaining Team Member

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
7320200	734502	Applications Developer - Journey	60
7320400	734702	Applications Developer - Master	70
7320300	734602	Applications Developer - Senior	65
7317300	737501	Data Center Architect	72
7317200	737401	Data Center Engineer – Senior	67
7321200	734802	Database Administrator - Journey	62
7321400	735002	Database Administrator - Master	72
7321300	734902	Database Administrator - Senior	67
7319200	734202	Database Specialist - Journey	55
7319400	734402	Database Specialist - Master	65
7319300	734302	Database Specialist - Senior	60
7310200	731002	Desktop Support Specialist - Journey	51
7310300	731602	Desktop Support Specialist - Senior	56
7315200	733702	Email Administrator - Journey	56
7315300	733802	Email Administrator - Senior	61
7322100	735102	GIS Specialist - Entry	55
7322200	735202	GIS Specialist - Journey	60
7322400	735402	GIS Specialist - Master	70
7322300	735302	GIS Specialist - Senior	65
7318100	771101	IT Enterprise Service Center Specialist	56
7318200	771201	IT Enterprise Service Center Specialist - Senior	61
7330100	736102	IT Project Administrator - Journey	58
7330200	736202	IT Project Administrator - Senior	63
7331100	736302	IT Project Manager I	67
7331200	736402	IT Project Manager II	72
7323100	735502	IT Systems Specialist - Entry	51
7323200	735602	IT Systems Specialist - Journey	56
7323400	735802	IT Systems Specialist - Master	66
7323300	735702	IT Systems Specialist - Senior	61
7324100	735902	IT Technical Trainer	55
7325100	736002	IT Technical Writer	53
7311200	731702	LAN Administrator - Journey	56
7311400	731902	LAN Administrator - Master	66
7311300	731802	LAN Administrator - Senior	61

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
7312400	732602	Network Architect	72
7312200	732002	Network Engineer - Journey	62
7312300	737102	Network Engineer - Senior	67
7313400	732902	Systems Architect	72
7313200	732702	Systems Engineer - Journey	62
7313300	732802	Systems Engineer - Senior	67
7314200	733002	Telecommunications Specialist - Journey	59
7314300	733602	Telecommunications Specialist - Senior	64
7316200	733902	Website Developer - Journey	58
7316400	734102	Website Developer - Master	68
7316300	734002	Website Developer - Senior	63
* For Ranges refer to the King County Squared Salary Schedule, Steps 1-10 for each pay range.			

ADDENDUM B
PTE, Local 17: Information Technology

In accordance with Article 18 of the Collective Bargaining Agreement between King County and PTE Local 17, a Joint Union Management Employee Development Committee has been created.

In this forum, the parties agree to engage in a dialogue on the following topics:

1. Discuss a system whereby employees and their supervisors will develop individual training plans for employees.

2. Discuss ways to train personnel to fill anticipated vacancies (successorship planning).

3. Review and discuss forecasted division and departmental goals and objectives, strategic plans, which includes, but is not limited to, specific forecasted projects and activities, maintenance including upgrades, and identification of technology, if known.

4. Review and discuss skill gaps to meet forecasted needs.

5. Review and discuss strategy to meet skill gaps through a training plan. Review and problem-solve training needs for employees.

6. Discuss development and implementation of individual training plans, group training plans. Review and discuss coordination of training needs across departmental lines (if appropriate).

7. Review and discuss strategy to update quarterly identification of training needs, and to plan to meet training needs.

8. Discuss how employees will be notified on a timely manner about training opportunities.

9. Discuss ways to fairly distribute training opportunities among bargaining unit members.

10. Identify and communicate opportunities for cross-training and mentoring.

11. Discuss ways to expand career growth opportunities for IT Professionals.

12. Discuss and explore ways to expand training opportunities, including, but not limited to:

- **a.** Online training, and establishment of an environment for online learning.
- **b.** Partnering with vendors to provide necessary curriculum (and instruction when necessary).
- **c.** Customized community college courses appropriate to County IT professional's needs.
- **d.** Coordination with other labor and management committees in other private sector jurisdictions (so as to reduce costs and provide for customized and quality courses for IT professionals).

13. Discuss ways to allow employees to have dedicated, uninterrupted time to train, including but not limited to release time for on-line training, and other forms of training.

14. Discuss payment for training towards professional credentialing in various IT sub-specialties.

15. Discuss planning for anticipated personnel changes and technology changes.

16. Discuss training that may be provided for new job assignments and new technology in existing jobs.

17. Discuss the viability of a centralized training fund for IT Professionals.

ADDENDUM C

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
UNIONS REPRESENTING KING COUNTY EMPLOYEES SUBJECT TO LEGALLY REQUIRED DEPARTMENT OF ADULT AND JUVENILE DETENTION BACKGROUND CHECKS

Subject: **Impact of legally required security clearances/background checks performed by King County Department of Adult and Juvenile Detention for King County employees represented by the undersigned unions**

The parties, the undersigned unions and King County, have discussed fully the potential impacts of the results of the legally required Department of Adult and Juvenile Detention (DAJD) background checks on represented King County employees and have agreed to the following. This Memorandum of Understanding supersedes the Memorandum of Understanding By and Between King County and Professional and Technical Employees, Local 17 – Information Technology [048] and International Brotherhood of Teamsters Local 117 – Information Technology Managers and Supervisors – Department of King County Information Technology, Executive Branch Departments [456] (King County Code 048&456U0112).

FACTS:

King County employees who have access to DAJD, King County Sheriff's Office (KCSO), and other specified criminal justice-related information systems are legally required to undergo ongoing background checks pursuant to U.S. Department of Justice Criminal Justice Information Systems and Washington Crime Information Center (WACIC) security rules. Additionally, King County employees who enter DAJD facilities where inmates are detained are legally required to undergo ongoing background checks pursuant to the Prison Rape Elimination Act (PREA). The duties of several King County classifications represented by the named unions require access to such records or areas in which such records are housed, and/or require access to DAJD facilities where inmates are detained. Said employees are not able to perform their job duties without the legally required security clearances.

Though the legally required backgrounding of King County employees has been ongoing, the parties agree to clarify the process that applies in cases wherein current King County employees are denied security clearance as a result of these required background investigations.

The parties have bargained the potential impacts of the above-referenced legal requirement for current King County employees. At issue is the County's responsibility to remove access to

these information systems and facilities from employees who are not able to obtain the necessary security clearances, the process used to accomplish this, and the impact this may have on such employees.

The parties agree there is a need to enter into an Agreement that outlines the process to be followed in notifying employee(s) and union representative(s) of security clearance requirements and determinations and in conducting employee requested reviews of said determinations. The parties also agree that this Agreement is necessary to set forth their shared understanding regarding the employment status of employees who fail to obtain the necessary security clearances and the responsibility of the parties in such cases. This Agreement covers current King County employees only.

King County has to date identified the following classifications (and collective bargaining agreements covering said classifications) that are impacted by the legal requirements outlined in this Agreement. Should the County determine that additional classifications and/or bargaining units are impacted by these legal requirements, it will so notify the appropriate union and will meet to discuss the classification or unit if requested to do so by the union.

Classifications:

Administrative Specialists assigned to work in a DAJD-secured facility
Capital Project Managers
Carpenters
Custodians
Electricians
Facilities Maintenance Constructors
Hazardous Waste Technician
Information Technology classifications
King County Information Technology employees
Operating Engineers
Painters
Plumbers
Facilities Management Division Utility Workers
Supervisors of the above-referenced classifications

ADDENDUM C

Bargaining units/Unions:
Professional and Technical Employees, Local 17: Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental Review, Transportation [040]
Professional and Technical Employees, Local 17: Information Technology [048]
Professional and Technical Employees, Local 17: Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation [065]
International Brotherhood of Teamsters Local 117: Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments [456]
International Brotherhood of Teamsters Local 117: Joint Units Agreement [461]
International Brotherhood of Teamsters Local 117: Professional & Technical and Administrative Employees [154]
Service Employees International Union, Local 925: Department of Executive Services - Facilities Management Division [012]
Washington State Council of County and City Employees, Council 2, Local 2084-FM: Department of Executive Services, Facilities Management Division [272]
Joint Crafts Council, Pacific Northwest Regional Council of Carpenters, Local 30: Appendix A [350]
Joint Crafts Council, International Brotherhood of Electrical Workers Local 46: Appendix D [350]
Joint Crafts Council, International Union of Painters and Allied Trades District Council 5: Appendix E [350]
Joint Crafts Council, United Association of Plumbers and Pipefitters Local 32: Appendix F [350]
Joint Crafts Council, International Union of Operating Engineers, Local 286: Appendix H [350]

AGREEMENT:

Current King County employees who have not previously been subject to background investigations and who are performing work that requires a security clearance by DAJD will be informed of the requirement to undergo a background check; such notification will be provided in writing at least fourteen (14) calendar days in advance of the performance of the first of the ongoing "background" checks on said employee. The employee's Union representative will receive a copy of said written notification.

The Department of Adult and Juvenile Detention will provide notice to the hiring department of its determination regarding each security clearance and the hiring department will make that information available to the employee.

ADDENDUM C

If the hiring department receives notice from DAJD that an employee has failed to pass the background check and thus is denied the security clearance legally required to perform his/her job duties, said department will promptly notify both the employee and his/her Union representative of this determination.

The hiring department will then begin to discuss with the employee and his/her union representative any possible alternatives to layoff. These alternatives may include opportunities within the department for reassignment or transfer to a position that does not require the security clearance. The goal of these discussions is to laterally place the employee into another position for which the employee in question is qualified. King County will make every reasonable effort to reach this goal. This will include, but is not limited to, an examination and discussion of any and all temporary positions in the department, as well as any vacant positions for which the employee believes he/she may qualify. If requested by the union, the discussion will also involve the possibility of an agreement to "Y" rate the employee's wage rate should the new position carry a lower wage.

Should the employee who failed to obtain the necessary clearance request to meet with DAJD to discuss and review the reasons for the security clearance denial, the hiring department will help facilitate but will not attend such meeting. The reasons for the denial will be shared with the employee by King County and will be shared with the appropriate union representative at the request of the employee.

In the event the security clearance denial is upheld after review by DAJD, and discussions regarding possible reassignment within the department fail to secure a new assignment for the employee in question, the employee will receive a layoff notice from the hiring department and be referred to Career Support Services (CSS) as a layoff candidate. The department will request the employee be given a skills assessment and referral to vacant positions in King County for which the employee is qualified. King County will make every reasonable effort to secure a new position for such employee. This includes but is not limited to training within the employee's field to be provided by the County as recommended by CSS in order to facilitate securing a new position for the employee in question. The "training" envisioned by the parties is career development and/or specific skills training as opposed to job re-training. The goal of the parties is that employees not incur reduction in pay in the process of reassignment, transfer, or rehire under this Agreement. However, an employee will be notified of all positions for which he/she may be qualified, whether or not such positions are at the same pay range as his/her previous position. In such cases, the County will discuss the possibility and appropriateness of "Y" rating the employee's wage rate if requested to do so by the union. The employee retains bumping and recall rights outlined in the applicable collective bargaining agreement.

King County will not contest any claim for unemployment insurance benefits filed by an employee who is required to undergo a background check who then fails to obtain the necessary security clearance and job placement as outlined in this Agreement.

This Agreement constitutes the complete agreement relating to legally required background checks for current King County employees who are represented by the unions referenced above.

ADDENDUM C

Nothing in this Agreement prevents a union from filing a grievance under the terms of the applicable collective bargaining agreement if the terms of this Agreement have not been met. This Agreement assumes, and the parties agree, that the necessary elements of "just cause" (as required by the applicable collective bargaining agreements) are met by adherence to the terms of this Agreement.

Nothing in this Agreement waives the due process rights (e.g., Loudermill) of the employees covered by the terms of this Agreement.

CONCLUSION:

This Memorandum of Understanding is the full and final agreement regarding background checks/security clearances for current King County employees. This Agreement is effective immediately, upon signature of all parties, and will be in effect through December 31, 2017.

For King County:

9/27/13

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

Date

ADDENDUM C

The signatory organization listed below is signing in regards to the:

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
UNIONS REPRESENTING KING COUNTY EMPLOYEES SUBJECT TO LEGALLY REQUIRED DEPARTMENT OF ADULT AND JUVENILE DETENTION BACKGROUND CHECKS

Subject: **Impact of legally required security clearances/background checks performed by King County Department of Adult and Juvenile Detention for King County employees represented by the undersigned unions**

Signatory Organization:

Professional and Technical Employees, Local 17

Whitney Abrams, Union Representative

8/21/13
DATE

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

REPRESENTING INFORMATIONAL TECHNOLOGY EMPLOYEES

Subject: Labor Management Committee Regarding Legally Required Security Clearances/Background Checks Performed By King County

The parties commit to convening a Labor Management Committee with the purpose of discussing the organizational direction of the Department of King County Information Technology and its impact on background check requirements. The parties will seek to find opportunities and solutions to identify bodies of work that do not fall under criminal justice information systems. This Memorandum of Agreement shall be effective July 1, 2013 through December 31, 2016.

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director, PTE, Local 17

Whitney Abrams
Union Representative, PTE, Local 17

For King County:

James J. Johnson, Labor Negotiator
Office of Labor Relations
King County Executive Office

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
INFORMATION TECHNOLOGY BARGAINING UNIT

SUBJECT: Department of Judicial Administration Performance Appraisal Scoring

WHEREAS, the parties have negotiated a collective bargaining agreement for the duration of July 1, 2013 through December 31, 2016, and;

WHEREAS, the bargaining unit definition has been agreed to be:

> All regular full-time, regular part-time, and term-limited temporary employees occupying non-supervisor IT positions, excluding those eligible for interest arbitration, for whom the King County Executive has exclusive bargaining authority to negotiate wages, hours, and working conditions, excluding employees in the King County Department of Assessments.

and;

WHEREAS, Local 17 members that perform non-supervisor information technology jobs have been moved from other Local 17 bargaining units into the Local 17 - Information Technology Bargaining Unit, and;

WHEREAS, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

THEREFORE, the parties agree that members of the Local 17 Information Technology Bargaining Unit that work for the Department of Judicial Administration ("DJA") shall observe the following performance appraisal score ranges in lieu of those specified in Article 9 of the Collective Bargaining Agreement ("CBA").

- "Standard" or "Satisfactory" shall be a score between 2.50 - 3.49
- "Above Standard" shall be a score between 3.50 - 3.74
- "Outstanding" shall be a score between 3.75 - 5.0

Other than the score ranges specified above, all other parts of Article 9 of the CBA apply to all bargaining unit members that work for DJA.

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director, PTE, Local 17

Whitney Abrams
Union Representative, PTE, Local 17

For King County:

James J. Johnson, Labor Negotiator
Office of Labor Relations
King County Executive Office

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
INFORMATION TECHNOLOGY BARGAINING UNIT

SUBJECT: Executive Leave Awards for former Local 17 - Professional and Technical - Department of Transportation [046] bargaining unit members

WHEREAS, the parties have negotiated a collective bargaining agreement for the duration of July 1, 2013 through December 31, 2016, and;

WHEREAS, the bargaining unit definition has been agreed to be:

> All regular full-time, regular part-time, and term-limited temporary employees occupying non-supervisor IT positions, excluding those eligible for interest arbitration, for whom the King County Executive has exclusive bargaining authority to negotiate wages, hours, and working conditions, excluding employees in the King County Department of Assessments.

and;

WHEREAS, Local 17 members that perform non-supervisor information technology jobs have been moved from other Local 17 bargaining units into the Local 17 - Information Technology Bargaining Unit, and;

WHEREAS, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

THEREFORE, the parties agree that the Fair Labor Standards Act ("FLSA") exempt employees (listed below) that were transferred from the Local 17 Professional and Technical - Department of Transportation [046] Bargaining Unit to the Local 17 Information Technology Bargaining Unit shall continue to be subject, until the expiration of the current Collective Bargaining Agreement ("CBA") on December 31, 2016, or until a successor provision has been bargained, whichever comes later, to the following Executive Leave provision from the CBA of their prior bargaining unit:

> **Executive Leave.** The nature of the work of many employees represented by this Agreement sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. FLSA-exempt employees shall receive up to 3 days of Executive Leave per year according to the following provisions:
>
> **A.** Non-probationary employees who are employed in a bargaining unit position on or before April 30 shall be allowed three days of Executive Leave for use during that calendar year; those employees who become non-probationary in a bargaining unit position on or after May 1, but before September 1, shall be

allowed two days Executive Leave for use during that calendar year.

B. Those who become non-probationary employees in a bargaining unit position on or after September 1 will not be guaranteed Executive Leave for use during that year, but it may be granted at the discretion of management.

C. Executive Leave will not be guaranteed to a probationary employee or to an employee whose most recent performance evaluation has an overall rating less than satisfactory, but may be granted at the discretion of management;

Bargaining unit employees shall also be eligible for up to 7 additional days of Executive Leave pursuant to Executive Policy PER 8-1-2.

Employee ID	Employee	Classification Title
000070871	Abanes, Joel	IT Systems Specialist - Mstr
000040854	Abraha, Paulos	LAN Administrator-Senior
000046891	Assefa, Wubeshet	LAN Administrator-Journey
000070426	Baker, Mindy	LAN Administrator - Senior
000062106	Baldridge, Joy	Applications Developer-Sr
000083399	Bingham, Steven	Applications Developer-Sr
000082066	Birch, Pamela	Applications Developer-Sr
000069804	Bryant, Dean	IT System Specialist-Sr
000060896	Bui, Trang	GIS Specialist-Senior
000089170	Chiang, Chuang-chang	IT Services Manager I
000053306	Coffing, Steven	Telecommunications Spec - Jrny
000046317	DeBerry, Bruce	LAN Administrator-Senior
000043395	Delahanty, Mary	IT Systems Specialist-Jrny
000090246	Dunphy, Michael	Systems Engineer-Senior
000046252	Faris, Steve	LAN Administrator-Senior
000068807	Ferland, Michel	LAN Administrator-Senior
000041633	Frank, Rose	LAN Administrator-Senior
000081824	Fu, Baiwei	Database Administrator-Sr
000044789	Goerlitz, Gunnar	GIS Specialist-Journey
000043399	Gulelat, Tefera	Applications Developer-Sr
000042893	Hastings, Curtis	Database Administrator-Sr
000067137	Heifner, Weylin	Database Administrator - Jrny
000072214	Kamin, Marcia	LAN Administrator-Senior
000071698	Kirkwood, James	IT Systems Specialist - Mstr
000072306	Kniss, Steve	LAN Administrator - Senior
000084445	Kozleski, Matthew	GIS Specialist-Senior
000080748	Lesh, Ben	Applications Developer-Sr
000060229	Malcolm, Robert	Applications Developer-Sr

Employee ID	Employee	Classification Title
000043307	McLean, David	LAN Administrator-Journey
000060267	Menghi, Mark	Systems Engineer-Senior
000079519	Miller, Kenneth	LAN Administrator-Journey
000080370	Moos, David	Database Administrator-Sr
000053380	Owen, Martha	GIS Specialist - Master
000019501	Paris, Jeffery	LAN Administrator-Senior
000060141	Pennington, Cathy	LAN Administrator-Journey
000062491	Phan-Ba, Phi	Applications Developer-Sr
000070836	Plank, Jennifer	LAN Administrator - Journey
000042108	Reynolds, Tedi	IT Systems Specialist-Jrny
000053727	Riley, Darrel	Database Administrator-Sr
000090361	Rosen, Joshua	Systems Engineer-Senior
000019627	Schaible, Todd	Database Administrator-Sr
000045821	Schneider, Dale	Database Administrator-Sr
000041898	Self, Anita	Applications Developer-Sr
000044360	Sellhast, Charlene	Administrator 1
000060230	Sohn, Lois	Applications Developer-Sr
000046127	Strauss-Waller, Maida	LAN Administrator-Journey
000073044	Switaj, Rebecca	Project/Program Manager 3
000090344	Tran, Brian	IT Systems Specialist-Jrny
000083610	Trantina, Robert	App Developer-Master
000066421	Truong, Hong	LAN Administrator - Senior
000089497	Wang, Qing	Applications Developer - Jrny
000044334	White, Ursula	Applications Developer-Sr
000046038	Wilson, Tammie	Systems Engineer-Senior

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director, PTE, Local 17

Whitney Abrams
Union Representative, PTE, Local 17

For King County:

James J. Johnson, Labor Negotiator
Office of Labor Relations
King County Executive Office

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
INFORMATION TECHNOLOGY BARGAINING UNIT

SUBJECT: Maintaining Step Progression for former Local 17 Professional and Technical - Department of Transportation [046] bargaining unit members

WHEREAS, the parties have negotiated a collective bargaining agreement for the duration of July 1, 2013 through December 31, 2016, and;

WHEREAS, the bargaining unit definition has been agreed to be:

> All regular full-time, regular part-time, and term-limited temporary employees occupying non-supervisor IT positions, excluding those eligible for interest arbitration, for whom the King County Executive has exclusive bargaining authority to negotiate wages, hours, and working conditions, excluding employees in the King County Department of Assessments.

and;

WHEREAS, Local 17 members that perform non-supervisor information technology jobs have been moved from other Local 17 bargaining units into the Local 17 - Information Technology Bargaining Unit, and;

WHEREAS, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

THEREFORE, the parties agree that the employees that were transferred from the Local 17 Professional and Technical - Department of Transportation [046] Bargaining Unit to the Local 17 Information Technology Bargaining Unit and whose compensation was at a step below Step 10 (listed below) shall continue to receive annual automatic even numbered step increases. This guarantee of annual automatic even numbered step increases shall apply for so long as the employee occupies the same position they occupy on July 20, 2012, or until the employee reaches Step 10 of their respective pay range, whichever occurs first.

THEREFORE, Article 10, Section 5 of the Collective Bargaining Agreement between the parties shall not apply to bargaining unit members that perform work in support of the Department of Transportation ("DOT") and are assigned to a 24 x 7 after hours support rotation.

Employees assigned to 24 x 7 after hours support rotation shall continue to be managed and compensated in a manner consistent with the practice of DOT 24 x 7 after hours support rotation assignments that were in place prior to January 1, 2012. That practice shall include a minimum annual award of 3 days of Executive Leave. Should a qualifying employee be assigned to a 24 x 7 after hours support rotation other than at the beginning of the year, the parties shall confer, if necessary, regarding an appropriate proration of the minimum Executive Leave award. This agreement shall not confer a right or guarantee of eligibility for more than 10 days of Executive Leave per year per employee.

Employee ID	Employee	Classification Title
000089170	Chiang, Chuang-chang	IT Services Manager I
000053306	Coffing, Steven	Telecommunications Spec - Jrny
000090246	Dunphy, Michael	Systems Engineer-Senior
000068807	Ferland, Michel	LAN Administrator-Senior
000072214	Kamin, Marcia	LAN Administrator-Senior
000071698	Kirkwood, James	IT Systems Specialist - Mstr
000084445	Kozleski, Matthew	GIS Specialist-Senior
000079519	Miller, Kenneth	LAN Administrator-Journey
000090344	Tran, Brian	IT Systems Specialist-Jrny

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director, PTE, Local 17

Whitney Abrams
Union Representative, PTE, Local 17

For King County:

James J. Johnson, Labor Negotiator
Office of Labor Relations
King County Executive Office

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
INFORMATION TECHNOLOGY BARGAINING UNIT

SUBJECT: Maintaining Step Progression for former Local 17 Department of Public Health and Department of Community and Human Services [060] bargaining unit members in the Department of Public Health

WHEREAS, the parties have negotiated a collective bargaining agreement (CBA) for the duration of July 1, 2013 through December 31, 2016, and;

WHEREAS, the bargaining unit definition has been agreed to be:

> All regular full-time, regular part-time, and term-limited temporary employees occupying non-supervisor IT positions, excluding those eligible for interest arbitration, for whom the King County Executive has exclusive bargaining authority to negotiate wages, hours, and working conditions, excluding employees in the King County Department of Assessments.

and;

WHEREAS, Local 17 members that perform non-supervisor information technology jobs have been moved from other Local 17 bargaining units into the Local 17 - Information Technology Bargaining Unit, and;

WHEREAS, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

THEREFORE, Employees listed below shall be allowed, contrary to the collective bargaining agreement, to remain FLSA non-exempt and be paid on an hourly basis for so long as they shall occupy the position they held on July 20, 2012. By virtue of their FLSA non-exempt status these employees shall be prohibited from any Executive Leave Awards.

At any time an employee listed below may elect to permanently relinquish their FLSA non-exempt status and thereby enjoy the full benefits of the CBA in effect at the time of their relinquishment.

THEREFORE, the parties agree that the following employees that moved from the Department of Public Health to the Department of King County Information Technology whose compensation was at a step below Step 10 shall continue to receive annual automatic single step increases. This guarantee of annual automatic single step increases shall apply for so long as the employee occupies the same position they occupy on July 20, 2012 or until the employee reaches Step 10 of their respective pay range, whichever occurs first. Once an employee reaches Step 10 of their respective pay range, all contractual provisions regarding merit pay above Step 10 shall apply; and

THEREFORE, the parties agree that the following employees that moved from the Department of Public Health [060] to the King County Department of Information Technology whose compensation was at a step below Step 10 shall receive their automatic step increases on January 1st of each year for so long as the employee occupies the same position they occupy on July 20, 2012 or until the employee reaches Step 10 of their respective pay range, whichever occurs first. All automatic step increases received during 2012 shall be deemed to have occurred on January 1, 2012, and any retro payments owed by the County to individual employees shall be paid promptly.

Employee ID	Employee	Classification Title
000072127	Allen, James	Application Developer - Master
000069595	Anderson, Daniel	IT Project Manager I
000069357	Askerov, Gasan	LAN Administrator - Senior
000077889	Bosaiya, Unknown	Website Developer - Senior
000075894	Buenafe, Michael	LAN Administrator-Journey
000073596	Collinsworth, Karin	LAN Administrator - Senior
000090209	Crump, Floyd	LAN Administrator-Journey
000077990	Dacanay, Cipriano	IT Systems Specialist - Sr
000090351	Deckman, Wayne	LAN Administrator-Journey
000068537	Ing, Jeffrey	Website Developer - Senior
000080992	Le, Xich	Application Developer - Master
000072319	Mackenzie, Terrence	Systems Engineer - Senior
000068556	Murray, William	Telecommunications Spec - Jrny
000065970	Ng, Paul Wang	Systems Engineer - Senior
000090427	Smith, Marquis	LAN Administrator-Journey
000072304	Sohlberg, Elisabeth	Application Developer - Master
000083640	Van Velsir, Gregory	IT Project Manager II
000068437	Ward, Jeremy	Database Administrator -Senior
000081121	Watson, Rebecca	Website Developer - Journey
000083093	Zhou, Ming	Database Specialist - Senior

For Professional and Technical Employees, Local 17:

Joseph F. McGee
Executive Director, PTE, Local 17

Whitney Abrams
Union Representative, PTE, Local 17

For King County:

James J. Johnson, Labor Negotiator
Office of Labor Relations
King County Executive Office