

1 AGREEMENT
2 BY AND BETWEEN
3 KING COUNTY AND
4 PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
5 INFORMATION TECHNOLOGY - MASTER COLLECTIVE BARGAINING AGREEMENT

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1 ADDENDUM C: Impact of legally required security clearances/background checks performed by
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3 employees represented by the undersigned unions

4 MEMORANDA OF AGREEMENT:

- 5 > Labor Management Committee Regarding Legally Required Security
- 6 Clearances/Background Checks Performed By King County
- 7 > Department of Judicial Administration Performance Appraisal Scoring
- 8 > Executive Leave Awards for former Local 17 - Professional and Technical -
- 9 Department of Transportation [046] bargaining unit members
- 10 > Maintaining Step Progression for former Local 17 Professional and Technical -
- 11 Department of Transportation [046] bargaining unit members
- 12 > Maintaining Step Progression for former Local 17 Department of Public Health
- 13 and Department of Community and Human Services [060] bargaining unit
- 14 members in the Department of Public Health
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1 Information Technology positions in some of these departments and divisions were
2 represented by other labor unions prior to the organization of the Local 17-IT bargaining unit. Local
3 17-IT does not claim to represent positions that have been historically represented by other Unions.

4 **Section 2. Dues Deduction.** Upon receipt of written authorization individually signed by a
5 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
6 of dues or representational fees as certified by the Secretary-Treasurer of the Union and transmit the
7 same to the Union. The Union will indemnify, defend and hold the County harmless against any
8 claims made and against any suit instituted against the County on account of any check-off of dues for
9 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of
10 the check-off provision upon presentation of proper evidence thereof.

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

21 **Section 4. Termination Proceedings.** Failure by an employee to abide by the provisions
22 outlined in Section 3 above shall constitute cause for discharge of such employees; provided that
23 when an employee fails to fulfill the above obligations the Union shall provide the employee and the
24 County with thirty (30) days' notification of the Union's intent to initiate discharge action and during
25 this period the employee may make restitution in the amount which is overdue.

26 **Section 5. New Hire Forms.** The County will require all new employees hired into a
27 position included in the bargaining unit to sign a Union notification form provided by the County
28 which will inform them of the Union's exclusive recognition. One copy of the form will be retained

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

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

7 **ARTICLE 3: UNION REPRESENTATION**

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

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

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

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

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

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

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

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

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

4 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

14 **ARTICLE 5: EMPLOYEE RIGHTS**

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

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

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

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

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

12 **ARTICLE 6: HOLIDAYS**

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

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

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

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

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

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

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

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

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

1 **ARTICLE 7: VACATION**

2 **Section 1. Accrual Rates**

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

5

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

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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)

1 up to the maximum accrual amount, less mandatory withholdings.

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

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

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

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

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

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

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

4 Donated vacation is excluded from vacation payoff provisions.

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

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

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

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

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

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

8 **ARTICLE 8: SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

8 G. To care for other family members if:

9 1. For King County Family Medical Leave the employee has been employed
10 by the County for twelve (12) months or more and has actually worked a minimum of one thousand
11 forty (1040) hours (40 hour employee) or nine hundred ten hours (35 hour employee) in the preceding
12 twelve (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours
13 worked) and for Federal Family Medical Leave the employee has worked 1250 hours in the preceding
14 12 months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **Section 9. Sick Leave Cash-Out.** Employees eligible to accrue sick leave, who have
7 successfully completed at least five years of County employment, and who retire as a result of length
8 of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by
9 RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
10 multiplied by the employee's rate of pay in effect upon the date the employee leaves County
11 employment less mandatory withholdings. This sick leave cash-out is subject to any determination by
12 bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association
13 (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County
14 Code. Such determination is applicable to all members of the bargaining unit.

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

18 **Section 10. Bereavement Leave**

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

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

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

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

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

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

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

19 **ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES**

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

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

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

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

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

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

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

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

2 **Section 3. Alternative Workweek and Telecommuting Schedules**

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

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

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

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

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

7 **Section 5. After Hours Support**

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

17 **B. General Provisions.**

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

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

22 **C. Hourly Employees.**

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

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

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

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

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

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

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

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

3 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

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

7 **ARTICLE 12: REDUCTION IN FORCE**

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

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

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

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

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

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

26 **Section 4. Seniority Defined**

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

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

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

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

17 **Section 6. Bumping.**

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

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

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

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

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

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

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

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

4 **Section 7. Layoff Groups.**

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

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

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

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

18 **Section 10. Recall**

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

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

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

1 restored.

2 **ARTICLE 13: POSTING PROCEDURE AND PROBATION**

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

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

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

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

23 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

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

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

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

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

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

9 **B. Procedure.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **ARTICLE 15: WORK ENVIRONMENT**

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

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

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

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

1 **ARTICLE 16: CLASSIFICATION**

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

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

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

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

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

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

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

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

11 **ARTICLE 17: CONTRACTING OUT**

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

19 **ARTICLE 18: EMPLOYEE DEVELOPMENT**

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

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

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

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

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

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

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

19 **ARTICLE 19: LABOR-MANAGEMENT COMMITTEE**

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

24 **ARTICLE 20: SAVINGS CLAUSE**

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

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

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

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

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

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

22 A. Discharge.

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

24 **ARTICLE 22: WAIVER AGREEMENT**

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

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

3 **ARTICLE 23: RETIREMENT**

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

1 **ARTICLE 24: DURATION**

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

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

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

8
9 APPROVED this 19 day of MARCH, 2014.

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11
12 By: Dow Constant
13 King County Executive

14
15 For Professional and Technical
16 Employees, Local 17:

17 [Signature]
18 Joseph L. McGee
19 Executive Director, PTE, Local 17

20 [Signature]
21 Marlon Brown
22 Bargaining Team Member

23 [Signature]
24 Jon Grissom
25 Bargaining Team Member

26 [Signature]
27 Lynn Mazer
28 Bargaining Team Member

[Signature]
Whitney Abrams
Union Representative, PTE, Local 17

[Signature]
Steve Ford
Bargaining Team Member

[Signature]
Roy Lazelle
Bargaining Team Member

[Signature]
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

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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.