

Master Labor Agreement (MLA) - Appendix 25
Agreement Between King County
And
Professional and Technical Employees, Local 17
Information Technology
[048]

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1 ADDENDUM C: Impact of legally required security clearances/background checks performed by
2 King County Department of Adult and Juvenile Detention for King County
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

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
9 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
10 of 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, by
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.** Pursuant to the Master Labor Agreement (MLA) Article 22.

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

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

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

19 **Section 5. Bulletin Boards.** Pursuant to the MLA Article 23.

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

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

25 **Section 8. Email.** Pursuant to the MLA Article 23.

26 **ARTICLE 4: RIGHTS OF MANAGEMENT**

27 The management of the County and the direction of the work force is vested exclusively in
28 the County subject to the terms of this agreement. Except to the extent there is contained in this

1 Agreement express and specific provisions to the contrary, all power, authority, rights and
2 jurisdictions of the County are retained by and reserved exclusively to the County. Such functions
3 include, but are not limited to: the right to manage the work of employees, to suspend or terminate
4 for just cause (with the exception of TLTs and probationary employees, who may be terminated at
5 will), transfer, and evaluate employees; to determine and implement methods, means and assignments
6 to accomplish the work, establish classifications and select personnel by which operations are to be
7 conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

8 **ARTICLE 5: EMPLOYEE RIGHTS**

9 **Section 1. Discipline.** Pursuant to the MLA Article 27, except as modified below.

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

13 **Section 3. Personnel File Review.** The employee and/or a representative may examine the
14 employee's personnel file upon request. Material placed into the personnel file relating to job
15 performance and/or personal conduct shall be reasonable, accurate and brought to the employee's
16 attention, with copies provided to the employee, prior to placement in the file. Supervisors may keep
17 working files, however documents recording or communicating disciplinary actions that are not
18 included in the personnel file may not be used against the employee or brought forward in grievance
19 proceedings. Employees who challenge materials included in their personnel file are permitted to
20 insert relevant rebuttal materials into the file.

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

25 **ARTICLE 6: HOLIDAYS**

26 Pursuant to the MLA Article 10, except as modified below.

27 Work performed on holidays by FLSA non-exempt employees shall be paid at one and one-
28 half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay

1 prorated in accordance with their regular schedule.

2 Employees will be able to use personal holidays in the same manner as they use vacation days
3 earned. Employees who are assigned to work less than 40 hours per week on a regular basis shall
4 accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

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

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

11 **ARTICLE 7: VACATION**

12 Pursuant to MLA Articles 9 and 35, except as modified below.

13 **Section 1. Vacation Pay Rate.** Employees using accrued vacation shall be paid for such
14 vacation at their current rate of pay. Upon termination, employees shall be paid out their vacation
15 balance at their base rate of pay in effect at the time of termination (including merit pay, if
16 applicable) up to the maximum accrual amount, less mandatory withholdings.

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

26 County seniority is defined as completed years of service with King County and its
27 predecessor organizations. Eligible employees shall accrue vacation leave from their date of hire. If
28 an employee resigns from the County in good standing or is laid off and subsequently returns to

1 County employment within two years from such resignation or layoff, the employee's prior County
2 service shall be counted in determining the vacation leave accrual under this Article.

3 **Section 3. Use of Vacation.** Employees shall not be eligible to take their accrued vacation
4 leave until they have successfully completed their first six months of County employment. Vacation
5 leave may be used by employees covered by the provisions of the FLSA in one-half hour increments,
6 at the discretion of the appointing authority. FLSA-exempt employees may use vacation leave in
7 increments of not less than one (1) day. This Section does not limit an employee's ability to use
8 accrued leave for a qualifying event under the Washington Family Care Act.

9 **Section 4. Vacation Donation.** Pursuant to MLA Article 6.

10 **Section 5. Separation from Employment.** Employees hired before January 1, 2018, in
11 benefit eligible positions who leave King County for any reason after successful completion of six
12 months of County service shall be paid for their unused vacation up to 480 hours maximum.
13 Employees hired after December 31, 2017, in benefit eligible positions who leave King County for
14 any reason after successful completion of six months of County service shall be paid for their unused
15 vacation up to 320 hours maximum. Employees shall not be eligible to be paid for vacation leave
16 until they have successfully completed their first six months of County service; if they leave County
17 employment prior to successfully completing their first six months of County service, they shall
18 forfeit and not be paid for accrued vacation leave.

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

22 **Section 6. Work while on Vacation.** Pursuant to MLA Article 35.

23 **Section 7. Maximum Accrual.** Benefit eligible full-time employees hired before January 1,
24 2018, may accrue up to 480 hours of vacation leave, prorated to reflect their normally scheduled
25 work week. Benefit eligible full-time employees hired after December 31, 2017, may accrue up to
26 320 hours of vacation leave, prorated to reflect their normally scheduled work week. Benefit eligible
27 part-time employees may accrue vacation leave prorated to reflect their normally scheduled work
28 week. Employees must use vacation leave in excess of the maximum accrual amount on or before

1 the last day of the pay period that includes December 31 of each year. Employees may accrue
2 additional vacation beyond the maximum specified herein, when work assignments and cyclical work
3 load prevents the employee from using excess vacation by December of the year in which the excess
4 was accrued, provided the employee submits the request to carry over excess hours to his/her
5 supervisor. At the time of separation, no employee will be paid for more than the applicable vacation
6 accrual cap.

7 **Section 8. Vacation Carryover.** In order to be eligible for carryover of vacation leave
8 beyond the maximum accrual, an employee must have made a request to use vacation leave during
9 the calendar year, and the appointing authority must have disapproved such request. In order to be
10 eligible for carryover of excess vacation leave, a written plan must be developed and approved by the
11 employee and appointing authority. This plan must outline how the excess vacation will be used in
12 the next year. The Human Resources Division of the Department of Executive Services as well as
13 the appointing authority must approve all requests for carryover of vacation.

14 **ARTICLE 8: SICK LEAVE AND OTHER LEAVES**

15 **Section 1.** All Benefit eligible employees covered by this labor agreement shall be eligible
16 for sick leave benefits as provided by the MLA Article 34, except as modified below.

17 **Section 2. Sick Leave Use.** Sick leave may be used by employees covered by the FLSA in
18 one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees
19 use sick leave for absences of one full workday.

20 **Section 3. Verification of Sick Leave.** Management is responsible for the proper
21 administration of sick leave benefits. A doctor's certificate verifying illness or inability to work may
22 be required of any employee when management reasonably suspects abuse of sick leave due to that
23 employee's patterned or excessive absenteeism. Sick leave documentation may also be required to
24 administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the
25 responsibility of the employee to notify the employee's supervisor of the absence and the anticipated
26 duration of the absence.

27 **Section 4. Sick Leave Upon Separation.** Pursuant to MLA Article 34.

28 **Section 5. Sick Leave Cash-Out.** Pursuant to the MLA Article 34.

1 **Section 6. Bereavement Leave** - Pursuant to the MLA Article 8.

2 **Section 7. Leave for Volunteer Service.** Pursuant to the MLA Article 4.

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

10 **Section 9. Sick While on Vacation or Compensatory Time Off.** If an employee is injured
11 or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that
12 time, he/she shall present to the County on the first day of injury or illness, or as soon as practicable
13 thereafter, a doctor's statement or other acceptable proof of injury or illness.

14 **Section 10. Promotional Examinations.** Benefit eligible employees will be entitled to
15 necessary time off with pay in order to take county qualifying or promotional examinations. This
16 will include time required to complete any required interviews, scheduled during the employee's
17 working hours. This does not include time required to complete questionnaires.

18 **Section 11. FMLA/KCFML.** Pursuant to MLA article 11.

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. The wages in Addendum A shall be adjusted pursuant to MLA
22 Article 29, the "2017-2018 Total Compensation Agreement" (Document code 000U0516), and its
23 successor agreement.

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

1 of management.

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

8 • “Above Standard” shall be a score between 3.75 and 4.19

9 • “Outstanding” shall be a score between 4.2 and 5.0

10 • A “Standard” or “Satisfactory” score shall be required to progress between Steps 1 - 8

11 • An “Above Standard” score shall be required to progress to Steps 9 - 10

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

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

17 **Section 3. Work out of Class.** Pursuant to the MLA Article 37.

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

22 **Section 5. Mileage Reimbursement.** Pursuant to the MLA Article 24.

23 **Section 6. Bus Passes.** Pursuant to the MLA Article 38.

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

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

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

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

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

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

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

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

26 It is the County Executive’s policy to actively promote alternative workweek or
27 telecommuting schedules wherever possible. Each bargaining unit member shall have the
28 opportunity to request an alternative workweek or telecommuting schedule. The employee shall

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

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

19 Appeal Process: When a request for an alternative workweek or telecommuting schedule has
20 been denied or an existing alternative workweek or telecommuting schedule has been terminated,
21 upon receiving written notice from management, the employee shall have ten (10) business days to
22 appeal in writing to the Human Resources Service Delivery Manager or designee. Human Resources
23 Service Delivery Manager or designee shall, within ten (10) business days of receipt of the appeal
24 notice, contact the employee and their Local 17 Union Representative to schedule a meeting to
25 address the appeal. The ultimate decision of whether to grant or deny the appeal will remain with the
26 Human Resources Service Delivery Manager or designee.

27 **Section 4. Notice Prior to an Involuntary Permanent Change in Schedule.** Thirty (30)
28 days advance notice shall be afforded employees when involuntary permanent changes to a regular

1 schedule are required by the County. The County agrees to avoid frequent schedule changes.

2 **Section 5. After Hours Support**

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

12 **B. General Provisions.**

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

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

17 **C. Hourly Employees.**

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

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

1 the actual hour worked shall be at the overtime rate of the employee's current hourly pay rate.

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

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

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

15 **Section 6. Executive Leave.** FLSA-exempt employees covered under this Agreement are
16 eligible for Executive Leave in accordance with King County policy (Executive Policy PER 8-1-2) as
17 amended. If an eligible employee believes that his or her executive leave award, or absence of an
18 executive leave award, is not consistent with the policy statements of Executive Policy PER 8-1-2, as
19 amended, he or she may submit a written request for a review by the Department Director or
20 designee. The Department Director or designee shall review prior awards of executive leave for the
21 appealing employee, review prior and current executive leave awards of the appealing employee's
22 work group, if applicable, and shall discuss the matter with the appealing employee's supervisor or
23 manager. The final decision to make or modify a prior executive leave award shall be in writing and
24 remains with the Department Director or designee. A grievance may not be filed under this section,
25 nor shall the Department Director or designee's final decision be grievable.

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

27 Pursuant to the MLA Article 25.

1 **ARTICLE 12: REDUCTION IN FORCE**

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

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

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

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

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

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

20 **Section 4. Seniority Defined**

21 For the purposes of this Article, seniority shall be determined by Benefits Service Date.
22 "Benefits Service Date" shall be defined as, the most recent date of hire into a regular position, as
23 backdated for any prior eligible service that ended no more than two years before reemployment, or
24 other time period required by law. The Benefits Service Date is adjusted for unpaid leaves of
25 absence, excluding unpaid family leave, that exceed 30 calendar days. In this context, eligible
26 service means employment in a regular position; however, if an employee moves from a term-limited
27 temporary position into a regular position with no break in service, employment in the term-limited
28 temporary position will be included when establishing the Benefits Service Date.

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

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

11 **Section 6. Bumping.**

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

21 A displaced employee may only bump a less senior employee. A displaced employee may
22 only bump into a position for which he/she meets the minimum qualifications. The County will
23 determine whether a displaced employee meets the minimum qualifications to perform the work of a
24 position. The County’s determination shall be reasonable and transparent. If the County determines
25 a displaced employee does not meet the minimum qualifications for a particular position to which the
26 employee wishes to bump, the County shall provide, upon request, written documentation of
27 legitimate reasons for such determination; the County’s determination is subject to the grievance
28 provisions as outlined in Article 14. Bumping shall proceed as follows, subject to the conditions

1 described above, the most senior displaced employee shall go first:

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

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

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

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

26 **Section 7. Layoff Groups.**

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

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

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

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

12 **Section 10. Recall**

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

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

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

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

25 **Section 1. Posting of Vacancies.** Pursuant to the MLA Article 18.

26 **Section 2. Labor Management Committee.** When the LMC convenes, The County will
27 share information about the newly created Term Limited Temporary IT positions, including a
28 position description, anticipated duration, and date filled. The County will also share information

1 about bargaining unit vacancies that the County does not intend to fill.

2 **Section 3. Probationary Period.** The length of an employee’s probationary period shall be
3 six months. However, the County may extend an employee’s probation for up to twelve months total,
4 in accordance with the County’s Personnel Guidelines. Consistent with the definition of
5 “probationary employee” and “probationary period” contained in the King County Personnel
6 Guidelines.

7 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

8 Pursuant to the MLA Article 26, except as modified below.

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

14 **Section 2. Release time for grievance hearings.** The County shall grant release time, with
15 no loss in pay, to individual bargaining unit member(s) to attend their own grievance and arbitration
16 hearings.

17 **ARTICLE 15: WORK ENVIRONMENT**

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

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

25 **Section 3. Intimidating or Bullying Behavior.** The County and the Union recognize that
26 King County has policies and procedures relating to workplace violence. However, the County and
27 the Union also recognize that behavior which does not rise to the level of physical violence, or threat
28 thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse

1 impacts on individual employees, as well as the workplace in general.

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

8 **ARTICLE 16: CLASSIFICATION**

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

13 **Section 2. Reclassification.** Pursuant to the MLA Article 14.

14 **ARTICLE 17: CONTRACTING OUT**

15 Pursuant to the MLA Article 16.

16 **ARTICLE 18: EMPLOYEE DEVELOPMENT**

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

23 **Section 2.** It is in the best interest of both parties to have a well-trained information
24 technology workforce with skills that align with both current and future business and technology
25 trends. To that end, a Joint Union Management Employee Development Committee shall be
26 established to discuss topics that shall be agreed upon by the parties.

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

1 the County and the Union.

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

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

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

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

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

21 **ARTICLE 20: SAVINGS CLAUSE**

22 Pursuant to the MLA Article 30.

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

24 **Section 1.** The County and the Union agree that the public interest requires efficient and
25 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
26 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
27 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
28 duties, sick leave absence which is not bona fide, or other interference with County functions by

1 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
2 to end such interference. Any concerted action by any employee in the bargaining unit shall be
3 deemed a work stoppage if any of the above activities have occurred. Being absent without
4 authorized leave shall be considered as an automatic resignation. Such a resignation may be
5 rescinded by the division manager if the employee presents satisfactory reasons for his/her absence
6 within three (3) calendar days of the date his automatic resignation became effective.

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

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

14 A. Discharge.

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

16 **ARTICLE 22: WAIVER AGREEMENT**

17 The parties acknowledge that each has had the unlimited right within the law and the
18 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
19 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
20 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
21 waive the right to oblige the other party to bargain with respect to any subject or matter not
22 specifically referred to or covered in this Agreement.

23 **ARTICLE 23: RETIREMENT**

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

1 Retirement System, pursuant to applicable County ordinance and state law. Employees who are
2 covered by the City of Seattle retirement system are governed by applicable City Ordinance and the
3 City Charter with respect to retirement benefits.

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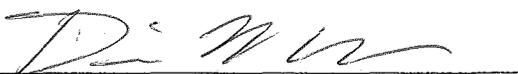
ARTICLE 24: DURATION

Pursuant to the MLA Article 31.

APPROVED this 14 day of MARCH, 2018.

By: 
King County Executive

For Professional and Technical
Employees, Local 17:


Denise Cobden
Union Representative, PTE, Local 17


Steve Ford
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

ADDENDUM C

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

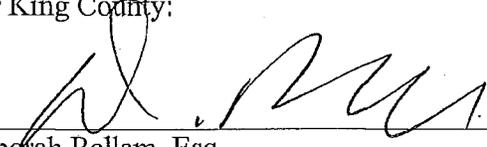
Nothing in this Agreement prevents a union from filing a grievance under the terms of the applicable collective bargaining agreement if the terms of this Agreement have not been met. This Agreement assumes, and the parties agree, that the necessary elements of "just cause" (as required by the applicable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



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

9/27/13

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**

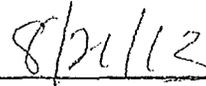
**Subject: Impact of legally required security clearances/background checks performed
by King County Department of Adult and Juvenile Detention for King County
employees represented by the undersigned unions**

Signatory Organization:

Professional and Technical Employees, Local 17



Whitney Abrams, Union Representative



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 January 1, 2018, through December 31, 2020.

For Professional and Technical Employees, Local 17:


Denise Cobden
Union Representative, PTE, Local 17

For King County:


Sasha Alessi, 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 January 1, 2018 through December 31, 2020, 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;

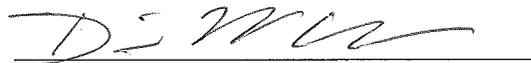
WHEREAS, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

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:



Denise Cobden
Union Representative, PTE, Local 17

For King County:



Sasha Alessi, 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 January 1, 2018 through December 31, 2020, 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, 2020, 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	Baldrige, 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:



Denise Cobden
Union Representative, PTE, Local 17

For King County:



Sasha Alessi, 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

WHEREAS, the parties have negotiated a collective bargaining agreement for the duration of January 1, 2018 through December 31, 2020, 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

Professional and Technical Employees, Local 17 - Information Technology

January 1, 2018 through December 31, 2020

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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:



Denise Cobden
Union Representative, PTE, Local 17

For King County:



Sasha Alessi, 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 January 1, 2018 through December 31, 2020, 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

Professional and Technical Employees, Local 17 - Information Technology

January 1, 2018 through December 31, 2020

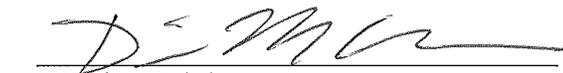
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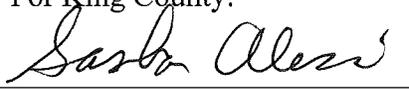
THEREFORE, the parties agree that the following employees that moved from the Department of Public Health [060] to the King County Department of Information Technology whose compensation was at a step below Step 10 shall receive their automatic step increases on January 1st of each year for so long as 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:


 Denise Cobden
 Union Representative, PTE, Local 17

For King County:


 Sasha Alessi, Labor Negotiator
 Office of Labor Relations
 King County Executive Office