

**AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17 - INFORMATION TECHNOLOGY**

ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	UNION RECOGNITION AND MEMBERSHIP.....	2
ARTICLE 3:	UNION REPRESENTATION.....	4
ARTICLE 4:	RIGHTS OF MANAGEMENT.....	5
ARTICLE 5:	EMPLOYMENT RIGHTS.....	6
ARTICLE 6:	HOLIDAYS.....	7
ARTICLE 7:	VACATION.....	9
ARTICLE 8:	SICK LEAVE.....	12
ARTICLE 9:	RATES OF PAY AND COST OF LIVING ALLOWANCES.....	16
ARTICLE 10:	HOURS OF WORK AND OVERTIME.....	18
ARTICLE 11:	MEDICAL, DENTAL AND LIFE INSURANCE.....	22
ARTICLE 12:	REDUCTION IN FORCE.....	23
ARTICLE 13:	POSTING PROCEDURE AND PROBATION.....	27
ARTICLE 14:	DISPUTE RESOLUTION PROCEDURES.....	28
ARTICLE 15:	WORK ENVIRONMENT.....	32
ARTICLE 16:	CLASSIFICATION.....	33
ARTICLE 17:	CONTRACTING OUT.....	35
ARTICLE 18:	TRAINING.....	36
ARTICLE 19:	LABOR-MANAGEMENT COMMITTEE.....	38
ARTICLE 20:	SAVINGS CLAUSE.....	39
ARTICLE 21:	WORK STOPPAGES AND EMPLOYER PROTECTION.....	40
ARTICLE 22:	WAIVER AGREEMENT.....	41
ARTICLE 23:	DURATION.....	42
ADDENDUM A: WAGE RATES	
ADDENDUM B: PERFORMANCE STANDARDS BY DEPARTMENT/DIVISION	
ADDENDUM C: JOINT LABOR MANAGEMENT TRAINING COMMITTEE	

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

- 8 1. Office of Information Resources Management;
- 9 2. Department of Executive Services - Records, Elections and Licensing Services
10 Division;
- 11 3. Department of Community and Human Services
- 12 4. Department of Adult and Juvenile Detention
- 13 5. Department of Development and Environmental Services
- 14 6. Department of Executive Services - Finance and Business Operations Division
- 15 7. Department of Executive Services - Facilities Management
- 16 8. Department of Executive Services - Office of Emergency Management
- 17 9. Department of Judicial Administration
- 18 10. Department of Natural Resources/Parks

19 Information Technology positions in some of these departments and divisions were
20 represented by other labor unions prior to the organization of the Local 17-IT bargaining unit. Local
21 17-IT does not claim to represent positions that have been historically represented by other Unions.

22 **Section 2. Dues Deduction.** Upon receipt of written authorization individually signed by a
23 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
24 of dues or representational fees as certified by the Secretary-Treasurer of the Union and transmit the
25 same to the Union. The Union will indemnify, defend and hold the County harmless against any
26 claims made and against any suit instituted against the County on account of any check-off of dues
27 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
28

1 of the check-off provision upon presentation of proper evidence thereof.

2 **Section 3. Union Security.** It shall be a condition of employment that all employees
3 covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date
4 shall, on the thirtieth (30th) day following the beginning of such employment, become and remain
5 members in good standing in the Union or pay an agency fee to the extent allowable by law.

6 However, nothing contained in this Section shall require an employee who holds bona fide religious
7 beliefs that prohibit the payment of dues to union organizations to join the Union. The employee
8 who holds such bona fide religious beliefs shall pay an amount of money equivalent to the regular
9 union dues to a non-religious charity or to another charitable organization mutually agreed upon by
10 the employee affected and the bargaining representative to which the employee would otherwise pay
11 the dues. The employee shall furnish written proof that such payments have been made.

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

17 **Section 5. New Hire Forms.** The County will require all new employees hired into a
18 position included in the bargaining unit to sign a Union notification form provided by the County
19 which will inform them of the Union's exclusive recognition. One copy of the form will be retained
20 by the County, one by the employee and the original sent to the Union. The County will notify the
21 Union of any employee leaving the bargaining unit because of termination, layoff, promotion,
22 demotion, transfer, leave of absence or dismissal.

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

1 **ARTICLE 3: UNION REPRESENTATION**

2 **Section 1. Union Leave.** An employee elected or appointed to office in a local of the Union,
3 which requires a part, or all of his/her time shall be given an unpaid leave of absence for a maximum of
4 five years upon application.

5 **Section 2. Union Access.** Authorized representatives of the Union may, after notifying the
6 County official in charge, visit the work location of employees covered by this Agreement at any
7 reasonable time for the purpose of investigating grievances.

8 **Section 3. Stewards.** The Union shall have the right to appoint stewards at a ratio not to
9 exceed 20 employees per one shop steward within the bargaining unit as a whole.

10 **Section 4. Bulletin Boards.** The County agrees to permit the Union to post on County
11 bulletin boards the announcement of meetings, election of officers, and any other Union material.

12 **Section 5. Policies.** Written policies, rules, or directives affecting the terms and conditions
13 of this Agreement shall be provided to the Union upon request.

14 **Section 6. Rooms.** The County shall make available to the Union or other employee
15 organizations meeting space, for the purpose of conducting Union business, where such activities
16 would not interfere with the normal work of the department.

17 **Section 7. Email.** Employees represented by this Agreement shall have access to email
18 communications to conduct official union business at a reasonable level and not to interfere with
19 County business. The Union understands that email is not secure or private and is part of the public
20 domain.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 5: EMPLOYEE RIGHTS**

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

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

15 **Section 3. Personnel File Review.** The employee and/or representative may examine the
16 employee’s personnel file(s) if the employee so authorizes in writing. Material placed into the
17 employee’s file(s) relating to job performance or personal character shall be brought to his/her
18 attention. The employee may dispute the propriety of including the material in the file(s) by
19 inserting a relevant rebuttal into the file(s). Unauthorized persons shall not have access to employee
20 files or other personal data relating to their employment, unless otherwise provided by law.

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, sexual
23 orientation, marital status, age, sex, ancestry, or the presence of any sensory, mental, or physical
24 handicap or disability in administering and enforcing the provisions of this Agreement.

1 **ARTICLE 6: HOLIDAYS**

2 All benefit eligible employees shall be granted holidays with pay as provided for in RCW
3 1.16.050 as amended:

4

5 New Year's Day	January 1st
6 Martin Luther King, Jr's Birthday	Third Monday in January
7 Presidents' Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	
14 Christmas Day	December 25th

15

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

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

20 Work performed on holidays by FLSA non-exempt employees shall be paid at one and one-
21 half (1-1/2) times the regular rate. In addition, the employee shall receive the regular holiday pay
22 prorated in accordance with their regular schedule.

23 An employee must be in pay status the employee's scheduled working day before and the
24 employee's scheduled working day after a holiday in order to receive holiday pay. Each employee
25 shall receive two (2) additional personal holidays; provided that no employee shall be granted more
26 than 96 hours of holiday time in a calendar year. These days shall be administered through the
27 vacation plan. One (1) day will be added to each employee's vacation accrual on the first day of
28

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

1 **ARTICLE 7: VACATION**

2 **Section 1. Accrual Rates**

3 All benefit eligible employees shall accrue vacation benefits for each hour in regular pay status
4 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

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26 **Section 2. Vacation Pay Rate.** For purposes of this Section, employees using accrued
27 vacation shall be paid for such vacation at their current rate of pay. Upon termination, employees
28 shall be paid out their vacation balance at their base rate of pay in effect at the time of termination

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

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

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

19 Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving
20 monetary or other compensation in exchange for donating vacation hours. The number of hours
21 donated shall not exceed the donor's accrued vacation credit as of the date of the request.

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

24 Donated vacation is excluded from vacation payoff provisions.

25 **Section 6. Separation from Employment.** Employees in benefit eligible positions who
26 leave King County for any reason after successful completion of six months of County service shall
27 be paid for their unused vacation up to 480 hours maximum. Employees shall not be eligible to be
28

1 paid for vacation leave until they have successfully completed their first six months of County
2 service; if they leave County employment prior to successfully completing their first six months of
3 County service, they shall forfeit and not be paid for accrued vacation leave.

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

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

9 **Section 8. Maximum Accrual.** Benefit eligible full-time employees may accrue up to sixty
10 (60) days of vacation leave, prorated to reflect their normally scheduled work week. Benefit eligible
11 part-time employees may accrue vacation leave up to sixty (60) days prorated to reflect their
12 normally scheduled work week. Employees may accrue additional vacation beyond the maximum
13 specified herein, when work assignments and cyclical work load prevents the employee from using
14 excess vacation by December of the year in which the excess was accrued, provided the employee
15 submits the request to carry over excess hours to his/her supervisor. At the time of separation, no
16 employee will be paid for more than 480 hours.

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

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1. Sick Leave Accrual.** All benefit eligible employees shall accrue sick leave
3 benefits at the rate of 0.04616 hours for each hour on regular pay status, up to a maximum of eight
4 hours per month. Sick leave accrual will begin on the first day of the month following the month in
5 which the employee commenced employment. There is no limit on the amount of sick leave an
6 employee may accrue. Every benefit eligible part-time employee shall receive and expend sick leave
7 benefits proportionate to the employee's regular work day.

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

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

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

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

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

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

22 **C.** A female employee's temporary disability caused by or contributed to by
23 pregnancy and childbirth;

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

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

27 **F.** To care for the employee's child if the child has an illness or health condition that
28

1 requires treatment or supervision by the employee;

2 **G.** To care for other family members if:

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

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

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

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

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

21 **Section 3. King County Family and Medical Leave.** Employees shall be entitled to family
22 medical leave, as provided by the King County Family Medical Leave Ordinance (KCC 3.12.220), the
23 federal Family Medical Leave Act, the Washington Family Care Act, and any other applicable laws.

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

27 **Section 5. Sick Leave Donations.** Any benefit eligible employee whose sick leave accrual
28

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

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

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

10 **C.** Donated sick leave hours are exempt from the sick leave payoff provisions outlined
11 in Section 11 of this Article.

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

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

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

27 **Section 9. Sick Leave Cash-Out.** Employees eligible to accrue sick leave, who have
28

1 successfully completed at least five years of County employment, and who retire as a result of length
2 of service or who terminate by reason of death, shall be paid or their estates paid or as provided for
3 by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
4 multiplied by the employee's rate of pay in effect upon the date the employee leaves County
5 employment less mandatory withholdings.

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

9 **Section 10. Bereavement Leave**

10 A. All benefit eligible employees shall be entitled to three days of bereavement leave
11 per occurrence due to the death of an immediate family member. For purposes of this Section,
12 "immediate family member" is defined as children, parents, those who have served *in loco parentis*,
13 siblings, spouse or domestic partner, son or daughter-in-law, grandchildren, and the parents and
14 children of the employee's spouse or domestic partner.

15 B. For the purposes of this Section, benefit eligible part-time employees shall be
16 entitled to the same benefits on a pro-rata basis.

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

20 **Section 12. Wellness Incentive.** Employees who, during a calendar year, have used no
21 more than three work days (up to 24 hours) of sick leave may convert one work day (up to eight
22 hours) of unused, accrued sick leave to a personal vacation day. This benefit shall be pro-rated for
23 part time employees. Employees must request such conversion no later than January 31 of the
24 following year.

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

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

4 **Section 2.** Effective on January 1 of each year during the term of this Agreement, the base
5 wage rates in effect the previous December 31 for all employees shall be increased by 90% of the
6 CPI-W All Cities Index (September to September) with a maximum increase of six percent (6%) but
7 not less than two percent (2%).

8 **Section 3. Step Increases.** Upon completion of six (6) months of satisfactory service
9 (probation) following an employee's starting date in a classification covered under this Agreement, the
10 employee shall receive one step (approximately 5%, no less than 4.75%) increase provided he/she
11 was hired at the first step or base range assigned to the classification. If the employee was hired
12 above the first step or base range of the classification, the after-probation step shall be at the
13 discretion of management. Thereafter, each subsequent step increase (approximately 2.5%, no less
14 than 2.4%) will be effective on January 1 of each year provided that the employee is no longer in a
15 probationary status as of September 30th of the previous year.

16 Following probation, the employee shall progress one step upon completion of each calendar
17 year provided the employee attains the following overall ratings in his/her evaluation:

- 18 • Steps 1-8: At least "Satisfactory" or higher overall rating.
- 19 • Steps 9-10: At least "Above Standard" or higher overall rating.

20 Employees shall be eligible for merit pay above the top step of the salary schedule provided
21 that they satisfy the criteria and conditions that are set forth in the Performance Appraisal and Merit
22 Pay System Manual.

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

25 Addendum B sets forth the grading criteria that are used by each of the divisions or
26 departments in the bargaining unit at the time of ratification of this Agreement.

27 **Section 4. Work out of Class.** All work outside of classification in an acting capacity shall
28

1 be assigned in writing by the division manager or his/her designee. If the work is at a higher level
2 classification, then special duty pay will be awarded. An employee so assigned to a higher level
3 classification shall be paid at the first step of the salary range of the higher level job classification or a
4 salary step in the higher classification which provides at least the equivalent of two steps
5 (approximately 5%, no less than 4.75%) increase over the employee's current rate of pay, whichever
6 is greater.

7 **Section 5. Special Assignments.** The parties intend that the County may, on a case-by-
8 case basis, request bargaining unit employees to volunteer for special projects of limited duration.
9 The parties recognize that staffing methods and budget decisions are at the sole discretion of
10 management and are not subject to grievance or arbitration.

11 **Section 6. Mileage Reimbursement.** All employees who have been authorized to use their
12 own transportation on County business shall be reimbursed at the rate established by County Council
13 action.

14 **Section 7. Bus Passes.** The Employer will provide all benefit eligible employees with bus
15 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 mutual
11 agreement of the County and the employee per the terms of Section 3 of this Article. Nothing in this
12 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 worked
22 in the work week (sick leave, vacation, holidays and other paid leave are not hours worked). When a
23 bargaining unit member works overtime, compensation for such shall be at one and one-half times the
24 employee’s regular hourly rate as defined by the Fair Labor Standards Act (FLSA). To the extent
25 practicable, no overtime shall be worked unless the employee has received prior approval from his/her
26 supervisor to work the necessary overtime hours. At the discretion of management, overtime may be
27 paid as compensatory time at the rate of time and one-half (1-1/2) for all hours worked in excess of
28

1 forty (40) hours actually worked in the work week (sick leave, vacation, holidays and other paid leave
2 are not hours worked), if requested by the employee and approved by the supervisor.

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

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

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

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

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

4 **Section 4. Pay Period.** The County may implement a bi-weekly pay system, but will
5 negotiate the effects of implementation.

6 **Section 5. After Hours Support**

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

15 **B. General Provisions.**

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

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

20 **C. Hourly Employees.**

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

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

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

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

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

19 **Section 6. Executive Leave.** FLSA-exempt employees covered under this Agreement are
20 eligible for Executive Leave in accordance with King County policy (Executive Policy PER 8-1-1) as
21 amended.

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

2 **Section 1.** There shall be established a Labor-Management Insurance Committee comprised
3 of an equal number of representatives from the County and the Labor Union Coalition whose function
4 shall be to review, study, and make recommendations relative to existing medical, dental, and life
5 insurance programs.

6 **Section 2.** The Union and the County agree to incorporate changes to employee insurance
7 benefits that the County may implement as a result of the agreement of the Joint Labor-Management
8 Insurance Committee.

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**

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

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

18 **Section 4. Seniority Defined**

19 For the purposes of this Article, bargaining unit seniority shall be defined as length of service
20 an employee has served in a position that is presently represented by an IFPTE Local 17-IT
21 bargaining unit.

22 Length of service shall be defined as: The number of paid days of continuous service within
23 an IT position represented by the Local 17-IT bargaining units. When continuous service time is
24 equal among employees, total King County service shall be counted.

25 An employee who leaves County employment for more than two (2) years will lose all
26 accrued seniority. An employee who has been laid off will be credited for prior service if recalled as
27 provided under this Article. An employee shall continue to accrue seniority if on unpaid Family
28

1 Medical Leave.

2 **Section 5. Layoff.** The employee(s) who are laid off shall be the least senior employee(s)
3 within the layoff group (see Section 6) who perform the body of work that has been identified for
4 reduction. Management shall have legitimate business reason(s) for reducing or eliminating a body of
5 work. The Union may request, and King County shall provide, the business reason(s) behind a
6 layoff.

7 **Section 6. Bumping.**

8 An employee who is not placed, as provided under Section 2 may elect to bump the employee
9 with the least seniority as described within this Section. Bumping shall not result in a promotion. An
10 employee will have five (5) work days from the time of written notification of layoff to notify the
11 County of his/her intent to exercise his/her bumping rights. The employee's written notice must
12 include the classification(s) within his/her classification series, or in another classification if qualified,
13 listed by preference, in which s/he proposes to bump. An employee will forfeit his/her bumping
14 rights if his/her written notice is not submitted within five (5) days or the County has not agreed to a
15 late filing of the notice. The County will, if it determines that there are warranting circumstances,
16 accept a late filed notice from an employee.

17 An employee who is displaced, as provided above, may select any one of the following
18 alternatives or be laid-off. An employee only has bumping rights in his or her present layoff group.
19 An employee may only bump into a position for which s/he is qualified. The County will determine
20 whether an employee meets the minimum qualifications to perform the work of a specific position
21 within a classification. In assessing an employee's qualifications for the job, the County shall
22 consider whether an employee can become qualified for a position within a reasonable amount of time.
23 If the County determines an employee cannot be qualified for a particular position to which an
24 employee wishes to bump, the County shall provide, upon request, written documentation of
25 legitimate reasons for such determination. Bumping rights are defined as:

26 1. Bump the least senior bargaining unit employee in the same or lower classification
27 of the classification series that s/he is currently in.

28

1 2. Bump the least senior bargaining unit employee in a position outside of the
2 employee's classification series that does not result in a promotion.

3 **Section 7. Layoff Groups.**

4 For the purposes of administering this Article, the following are the layoff groups in which an
5 employee may exercise bumping rights:

- 6 • OIRM
- 7 • DES - Finance and Business Operations Division (FBOD)
- 8 • DES (excluding FBOD)
- 9 • DNRP
- 10 • DDES
- 11 • DCHS
- 12 • DAJD
- 13 • DJA

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

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

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

24 **Section 10. Recall**

25 **A.** An employee who is laid off will have general hiring preferences to other vacant
26 County positions, consistent with the County's Workforce Management Plan, for a period of two
27 years following the employee's layoff. During the two year recall period, the employee will retain
28

1 specific recall rights to the position from which he/she was laid off regardless of whether the
2 employee has accepted a different position with the County.

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

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

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

8 When the County intends to fill vacant or newly created career service bargaining unit
9 positions they shall be posted. Interested employees may apply along with outside candidates as
10 determined appropriate by the County.

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

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

1 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

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

6 The parties also support the concept of resolving disputes by mutually consenting to
7 mediation wherever practicable. The parties are encouraged to resolve disputes through a mutually
8 acceptable mediation forum at any step in this process. The process will use a mutually acceptable
9 mediator and conclude within thirty (30) days after the mutual request.

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

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

15 **B. Procedure.**

16 **Step 1. Supervisor.** A grievance shall be presented by the grievant and/or
17 Union representative in writing, within thirty (30) working days of the date when the grievant knew
18 or should have known of the basis for a grievance, to the appropriate Supervisor. The grievance must
19 contain at a minimum (1) a written statement of the grievance, (2) a reference to which contract
20 provision(s) the grievant believes have been violated, and (3) a requested remedy. The Supervisor or
21 designee shall attempt to resolve the matter and notify the grievant within fifteen (15) working days
22 from the date the grievance was received. Failure by the Supervisor or designee to issue a response
23 within the prescribed timeline shall automatically advance the grievance to the next step. The grievant
24 shall have ten (10) working days from the issuance of management’s Step 1 response (or the date that
25 the Step 1 response was due) to advance the grievance to Step 2, otherwise the grievance shall be
26 presumed to be resolved. The grievant’s request to advance the grievance to Step 2 must be made in
27 writing to the Division Director, copying the issuer of the Step 1 response. The Union or its
28

1 representative must sign the grievant's request to advance a grievance to Step 2.

2 **Step 2. Division Director or Designee.** If after thorough review at Step 1,
3 the grievance has not been resolved to the satisfaction of the Union, the employee and the Union shall
4 together present the grievance as stated above for investigation, discussion, and written reply. The
5 Division Director or designee may interview the employee and/or his/her representative and receive
6 any additional related evidence that he/she may deem pertinent to the grievance. The Division
7 Director or designee shall make his/her written decision available to the Union within fifteen (15)
8 working days. Failure by the Division Director or designee to issue a response within the prescribed
9 timeline shall automatically advance the grievance to the next step. The Union shall have fifteen (15)
10 working days from the issuance of management's Step 2 response (or the date that the Step 2
11 response was due) to advance the grievance to Step 3, otherwise the grievance shall be presumed to be
12 resolved. The Union's request to advance the grievance to Step 3 must be made in writing to the
13 Director of the Human Resources Division (Central HR), copying the issuer of the Step 2 response.
14 The Union or its representative must sign the grievant's request to advance a grievance to Step 3.

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

1 response was due) to advance the grievance to Step 4, otherwise the grievance shall be presumed to be
2 resolved.

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

8 **Step 4. Arbitration.** If after thorough evaluation, the decision of the Human
9 Resources Division Director or designee has not resolved the grievance, the Union or the County may
10 request to submit the grievance to arbitration, in accordance with the timelines and procedures stated
11 above. The request for arbitration shall be submitted in writing, and it must specify the issue to be
12 arbitrated. If the Union is requesting arbitration, the request must be submitted to the Labor
13 Negotiator. If the County is requesting arbitration, the request must be submitted to the Union
14 Representative. The process for selection of the arbitrator and the authority of the arbitrator are set
15 forth in Sections 2 and 3 below.

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

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

28

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

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

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

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

1 **ARTICLE 15: WORK ENVIRONMENT**

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

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 16: CLASSIFICATION**

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

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

1 employee was notified that a reclassification would not take place.

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

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

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 17: CONTRACTING OUT**

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

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 18: TRAINING**

2 **Section 1.** The County and the Union agree that training and employee career development
3 can be beneficial to both the County and the affected employee. Training, career development, and
4 educational needs may be identified by both the County and by the employee. The parties recognize
5 that employees are integral partners in managing their career development. The County is committed
6 to identifying training needs within the parameters of available resources.

7 **Section 2.** It is in the best interest of both parties to have a well-trained information
8 technology workforce. To that end, a Joint Union Management Information Technology Training
9 Committee shall be established to discuss topics that shall be agreed upon by the parties.

10 The Joint Union Management Information Technology Training Committee shall consist of six
11 representatives of management and the Union. The Joint Union Management Information
12 Technology Training Committee shall convene no less than six times per year or more or less often by
13 mutual agreement of the County and the Union.

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

20 **Section 3.** The County recognizes the benefit of developing individual training plans with the
21 employees in the bargaining unit and commits to implementing the plans as agreed to in the Joint
22 Union Management Information Technology Training Committee. To this end, the County and the
23 Union agree to set as the first priority of the Joint Union Management Information Technology
24 Training Committee to create and implement a system to provide individual training plans, including
25 but not limited to development of a training template which will be implemented by departments.

26 **Section 4.** The Joint Union Management Information Technology Training Committee shall
27 discuss and implement, if agreed upon, provisions addressing the needs for anticipated personnel
28

1 vacancies and will specifically consider utilization of the existing workforce, technology and training
2 needs.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

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

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 20: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
4 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
5 remaining portions hereof, provided, however, upon such invalidation the parties agree immediately to
6 meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain
7 in full force and effect.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

20 A. Discharge.

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

1 **ARTICLE 22: WAIVER AGREEMENT**

2 **Section 1.** The parties acknowledge that each has had the unlimited right within the law and
3 the opportunity to make demands and proposals with respect to any matter deemed a proper subject
4 for collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 23: 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 January 1, 2007 through
4 December 31, 2009.

5 During the term of this collective bargaining agreement it may be consolidated with another
6 bargaining unit and agreement where legal and appropriate.

7 Contract negotiations for the period beginning January 1, 2010 may be initiated by either
8 party providing to the other written notice of its intention to do so prior to October 1, 2009. It is the
9 goal of both parties to conclude negotiations prior to expiration of this Agreement.

10 **APPROVED** this _____ day of _____, 2007

11
12 By _____
13
14 King County Executive

15
16 INTERNATIONAL FEDERATION OF PROFESSIONAL
17 AND TECHNICAL ENGINEERS, LOCAL 17

18
19 _____
20 Joseph L. McGee, Executive Director

21
22
23 _____
24 Behnaz Nelson, Union Representative

25 _____
26 Chris Jansen, Employee Representative

27
28 _____
Les Adams, Employee Representative

Sabra Schneider, Employee Representative

1 Jon Grissom, Employee Representative

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28