

**Coalition Labor Agreement (CLA) - Appendix for 048
 Agreement Between King County
 And
 Professional and Technical Employees, Local 17
 Information Technology**

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ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT

Section 1. Purpose. These articles constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County and Professional and Technical Employees, Local 17 (PROTEC17, hereinafter called the Union).

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

Section 2. Application of Coalition Labor Agreement. The Coalition Labor Agreement (CLA) shall apply to the individual bargaining unit’s employees as follows:

- A. The Preamble in its entirety.
- B. All superseding and non-superseding provisions, unless otherwise noted in Sections 1.3 or in the CLA and including those listed in Section 1.4 below.

Section 3. The following non-superseding articles do not apply to this bargaining unit:

- A. Article 42.1 - Safety Gear and Equipment Allowance
- B. Article 43 – After Hours Support

Section 4. The following superseding and non-superseding articles apply to this bargaining unit:

- A. Article 23 – Bulletin Boards
- B. Article 6 – Donated Leaves
- C. Article 32 – Vacation Leave
- D. Article 31.2 – Sick Leave Upon Separation
- E. Article 31.2A – Sick Leave Cash-Out
- F. Article 8 – Bereavement Leave
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- 1 H. Article 11 – FCLA/KCFML
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- 5 L. Article 18 – Job Posting
- 6 M. Article 14 – Reclassification and Resulting Pay
- 7 N. Article 16 – Contracting Out
- 8 O. Article 30 – Savings Clause
- 9 P. Article 41 – Duration

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

11 **Section 1. Recognition.** The Employer recognizes the Union as the exclusive representative
12 of all regular full-time and regular part-time employees, including probationary employees and
13 employees in grant-funded positions, and term limited temporary employees, doing the work of the
14 job classifications listed in Addendum A, excluding temporary employees, contract employees,
15 supervisors, managers and confidential employees, within the following departments and divisions of
16 King County:

- 17 A. Department of Information Technology (KCIT);
- 18 B. Department of Executive Services;
- 19 C. Department of Community and Human Services;
- 20 D. Department of Judicial Administration; and
- 21 E. King County Elections.

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

25 **Section 2. Notification.** The County will notify the Union of any employee leaving the
26 bargaining unit because of termination, layoff, promotion, demotion, transfer, leave of absence or
27 dismissal.

28

1 **Section 3. Lists.** The County will transmit to the Union twice a year, within fifteen (15)
2 calendar days of the Union’s request for such a list, a current listing of all employees in the unit.
3 Such list shall indicate the name of the employee, wage rate, job classification, and department.

4 **ARTICLE 3: UNION REPRESENTATION**

5 **Section 1. Union Office.** Pursuant to the Coalition Labor Agreement (CLA) Article 22.

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

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

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

16 **Section 5. Policies.** Adopted written policies, rules, or directives affecting the terms and
17 conditions of this Agreement shall be provided to the Union as appropriate and/or upon request.

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

21 **ARTICLE 4: RIGHTS OF MANAGEMENT**

22 The management of the County and the direction of the work force is vested exclusively in
23 the County subject to the terms of this agreement. Except to the extent there is contained in this
24 Agreement express and specific provisions to the contrary, all power, authority, rights and
25 jurisdictions of the County are retained by and reserved exclusively to the County. Such functions
26 include, but are not limited to: the right to manage the work of employees, to suspend or terminate
27 for just cause (with the exception of TLTs and probationary employees, who may be terminated at
28 will), transfer, and evaluate employees; to determine and implement methods, means and assignments

1 to accomplish the work, establish classifications and select personnel by which operations are to be
2 conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

3 **ARTICLE 5: EMPLOYEE RIGHTS**

4 **Section 1. Discipline.** Pursuant to the CLA Article 27, except as modified below.

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

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

16 **ARTICLE 6: HOLIDAYS WORKED AND SCHEDULING**

17 Pursuant to the CLA Article 10, except as modified below.

18 Work performed on holidays by FLSA non-exempt employees shall be paid at the contractual
19 overtime rate. In addition, the employee shall receive the regular holiday pay prorated in accordance
20 with their regular schedule.

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

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

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

4 **ARTICLE 7: VACATION**

5 Pursuant to CLA Articles 9 and 32, except as modified below.

6 **Section 1. Vacation Pay Rate.** Employees using accrued vacation shall be paid for such
7 vacation at their current rate of pay.

8 County seniority is defined as completed years of service with King County and its
9 predecessor organizations.

10 **Section 2. Vacation Increments.** Vacation leave may be used by employees covered by the
11 provisions of the FLSA in one-half hour increments, at the discretion of the appointing authority.
12 FLSA-exempt employees may use vacation leave in increments of not less than one (1) day except as
13 provided for in the Intermittent FMLA MOU for FLSA-Exempt Employees. This Section does not
14 limit an employee’s ability to use accrued leave for a qualifying event under the Washington Family
15 Care Act.

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

17 **Section 1.** All Benefit eligible employees covered by this labor agreement shall be eligible
18 for sick leave benefits as provided by the CLA Article 31, except as modified below.

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

22 **Section 3. Verification of Sick Leave.** Management is responsible for the proper
23 administration of sick leave benefits. In each case of absence due to illness or injury, it shall be the
24 responsibility of the employee to notify the employee’s supervisor of the absence and the anticipated
25 duration of the absence.

26 **Section 4. Sick While on Vacation or Compensatory Time Off.** If an employee is injured
27 or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that
28 time, the employee shall present to the County on the first day of injury or illness, or as soon as

1 practicable thereafter, a doctor’s statement or other acceptable proof of injury or illness in accordance
2 with applicable state and federal laws.

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

4 **Section 1. Wages Rates, Increases, and Wage Ranges.** The wage rates, and general wage
5 increases for the employees covered by this Agreement shall be as set forth in Article 29.1 of the
6 CLA. The wage ranges for all bargaining unit positions shall be as set forth in Addendum A of this
7 Agreement. The parties agree that all bargaining unit employees will be eligible for all general wage
8 increases in the CLA through December 31, 2024, provided only that they are employed by King
9 County on the effective date of the applicable general wage increase. Y-rating resulting from CP2
10 reclassification, if any, will go into effect on January 1, 2025.

11 **Section 2. Step Increases.**

12 **A. Successful Completion of Probation.** Upon successful completion of six (6)
13 months of satisfactory service (probation) following a Career Service employee’s starting date in a
14 classification covered under this Agreement, the employee shall receive a one step increase, provided
15 the employee was hired at the first step of the pay range assigned to the employee’s classification. If
16 the employee was hired above the first step of the pay range for the classification, any after-probation
17 step increase shall be at the discretion of management.

18 **B. Annual step increases.** Pursuant to the CLA Article 29.4, and the following. Upon
19 successful completion of probation, future step increases will be effective on January 1st of each year
20 that is within the duration of this agreement provided that the employee is no longer in a probationary
21 status as of September 30th of the previous year.

22 **C. Performance Appraisals and Merit Pay.** Performance appraisals shall be
23 conducted in accordance with the “Executive Branch Performance Appraisal and Merit Pay System
24 Manual” of King County as updated March 2009, subject to the following modification: “Standard”
25 or “Satisfactory” shall be a score between 3.0 and 3.74

- 26 ● “Above Standard” shall be a score between 3.75 and 4.19
- 27 ● “Outstanding” shall be a score between 4.2 and 5.0
- 28 ● A “Standard” or “Satisfactory” score shall be required to progress between Steps 1 - 8

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

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

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

Section 3. Special Assignments. The parties intend that the County may, on a case-by-case basis, request bargaining unit employees to volunteer for special projects of limited duration. The parties recognize that staffing methods and budget decisions are at the sole discretion of management and are not subject to grievance or arbitration.

Section 4. Required Certifications. Pursuant to the CLA Article 44 and the following. Employees who are required to obtain a certification will receive adequate release time for education and training along with any support needed to complete the certification requirement. Any bargaining unit employee who does not obtain a required certification shall be evaluated based on the employee’s skill, knowledge, ability, and experience in the performance of the work. Nothing in this paragraph shall foreclose the employee from seeking additional certifications or the County from supporting those efforts.

ARTICLE 10: HOURS OF WORK AND OVERTIME

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

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

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

These standards establish a basis for a “normal” workweek. With the prior mutual consent of an hourly employee and their immediate supervisor, work schedules may be temporarily flexed to address immediate personal or technical needs. Alternative workweeks can be arranged by the

1 mutual agreement of the County and the employee per the terms of Section 3 of this Article. Nothing
2 in this section prohibits or limits the assignment of occasional overtime work to hourly employees.

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

10 **Section 2. Contractual Weekly Overtime.** Contractual weekly overtime shall be paid to
11 employees for all hours worked in excess of forty (40) hours per FLSA workweek at the contractual
12 overtime rate in effect at the time the overtime work is performed. For the purposes of this
13 Agreement, hourly employees are eligible for contractual weekly overtime. Contractual weekly
14 overtime shall be paid to employees for all hours actually worked in excess of forty (40) hours per
15 FLSA workweek at the contractual overtime rate in effect at the time the overtime work is performed.
16 Sick leave, vacation, holidays and other paid leave are not hours worked. The Contractual Overtime
17 Rate for each overtime hour worked shall be one and one-half (1-1/2) times the combined amount of
18 the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any
19 applicable hourly pay premiums in effect at the time the overtime is worked that are contractually
20 required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards
21 Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid
22 the higher rate of pay pursuant to the FLSA.

23 To the extent practicable, no overtime shall be worked unless the employee has received prior
24 approval from their supervisor to work the necessary overtime hours. At the discretion of
25 management, overtime may be paid as compensatory time at the rate of time and one-half (1-1/2) for
26 all hours worked in excess of forty (40) hours actually worked in the work week (sick leave, vacation,
27 holidays and other paid leave are not hours worked), if requested by the employee and approved by
28 the supervisor.

1 **Section 3. Compensatory Time.** Employees may accrue (earn) a maximum of eighty (80)
2 hours of compensatory time each calendar year. Employees who have reached the annual maximum
3 of eighty (80) hours of compensatory time must take overtime compensation in pay. Compensatory
4 time must be used during the calendar year in which it is accrued unless this is not feasible due to
5 work demands. The employee may then request, and the department director may approve, the
6 carryover of a maximum of 40 hours of accrued compensatory time. Employees will be paid in the
7 pay period that includes December 31 for all accrued compensatory time not carried over into the
8 following year. Compensatory hours that have been carried over must be used within the first quarter
9 of the new calendar year, or will be cashed out in the pay period that includes March 31.

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

24 Management or the employee may terminate an alternative workweek or telecommuting
25 schedule, in writing, with advance notice of thirty (30) calendar days. When management terminates
26 an alternative workweek or telecommuting schedule, the employee must receive written notification
27 stating the reason(s) for the termination. In instances where the County, due to emergency or
28 business reasons, must terminate the alternative workweek or telecommuting schedule, the County

1 will provide as much notice of schedule change as practicable. Upon receiving written notification of
2 termination of the schedule, the employee may appeal the termination of the schedule in accordance
3 with the appeal process listed below.

4 Appeal Process: When a request for an alternative workweek or telecommuting schedule has
5 been denied or an existing alternative workweek or telecommuting schedule has been terminated,
6 upon receiving written notice from management, the employee shall have ten (10) business days to
7 appeal in writing to the Human Resources Service Delivery Manager or designee. Human Resources
8 Service Delivery Manager or designee shall, within ten (10) business days of receipt of the appeal
9 notice, contact the employee and their Union Representative to schedule a meeting to address the
10 appeal. The ultimate decision of whether to grant or deny the appeal will remain with the Human
11 Resources Service Delivery Manager or designee.

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

15 **Section 6. After Hours Support**

16 **A. After Hours Support.** After Hours Support is off duty time during which an
17 employee is required to be ready and able to report to work, either in person or through technological
18 means, in a timely manner. Each supervisor will maintain a written list of all After Hours Support
19 staff and employees will be given 10 business days notice, in writing, of their After Hours Support
20 schedule. Written notice may be waived by written mutual consent between Supervisor and
21 employee. Supervisors will post the After Hours Support schedules in a place visible to all
22 employees in that work group. In instances where the County, due to emergency or business reasons,
23 must terminate or modify the After Hours Support schedule, the County will provide as much notice
24 of schedule change as practicable. After Hours Support shifts must be distributed equitably, taking
25 into account shifts that occur on holiday weeks. Employees are allowed to trade After Hours Support
26 shifts. After Hours Support provisions shall apply to employees not assigned to the After Hours
27 Support rotation only when required to respond to a major incident as subject matter experts.
28

1 **B. General Provisions.**

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

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

6 **C. Hourly Employees.**

7 **1. Physical Call-Out.** A minimum of four (4) hours at the overtime rate
8 (inclusive of time actually worked) shall be given for each call-out where the employee is called and
9 returns to a designated work site after completing their regular shift. Where such overtime exceeds
10 four (4) hours, the actual hour worked shall be at the contractual overtime rate of the employee's
11 current base hourly pay rate. This shall include travel from the employee's residence to the
12 designated worksite or place of assignment. The County will reimburse the employee for the cost of
13 a meal up to \$6.00, upon presentation of a receipt, for every four (4) hours of work while on a
14 physical call-out.

15 **2. Technical Call-Out (TCO).** A TCO occurs when an employee is called to
16 return to duty and performs those duties remotely without returning to a designated work site. A
17 minimum of two (2) hours at the overtime rate (inclusive of time actually worked) shall be given for
18 each TCO. If the time exceeds two (2) hours, the actual hour worked shall be at the overtime rate of
19 the employee's current hourly pay rate.

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

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

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

5 In accordance with the CLA Article 10.2, FLSA Exempt employees will be given a deferred
6 holiday.

7 **E. Temporary Schedule Change Following a Major Incident.** For safety and
8 health reasons, bargaining unit employees who handle a major incident or perform a significant body
9 of work at or after 10:30 p.m. may request a temporary change of schedule following a major
10 incident. Such requests will not be unreasonably denied.

11 **Section 7. Executive Leave.** FLSA-exempt employees covered under this Agreement are
12 eligible for Executive Leave in accordance with King County policy (Executive Policy PER 8-1-2) as
13 amended. If an eligible employee believes that their executive leave award, or absence of an
14 executive leave award, is not consistent with the policy statements of Executive Policy PER 8-1-2, as
15 amended, they may submit a written request for a review by the Department Director or designee.
16 The Department Director or designee shall review prior awards of executive leave for the appealing
17 employee, review prior and current executive leave awards of the appealing employee's work group,
18 if applicable, and shall discuss the matter with the appealing employee's supervisor or manager. The
19 final decision to make or modify a prior executive leave award shall be in writing and remains with
20 the Department Director or designee. A grievance may not be filed under this section, nor shall the
21 Department Director or designee's final decision be subject to the grievance procedure.

22 **Section 8. Customer Support Services (CSS) Helpdesk Stand-by Rotation.** With ten (10)
23 days' prior notice, hourly (FLSA non-exempt) CSS employees identified by the County will be
24 placed on paid stand-by status for hours outside the CSS helpdesk hours. Employees will be paid at
25 the standby rate set forth in Article 10.6.C.3, and shall follow a rotation to respond to stand-by
26 customer calls for reporting major outages or other emergent needs. Except as otherwise provided
27 herein, CSS Helpdesk stand-by rotations are not considered after-hours support and are not subject to
28 the AHS Article. The County may assign additional hourly employees to CSS Standby with

1 appropriate training and ten (10) days' prior notice; provided, that all such employees will be eligible
2 to receive a County-provided cell phone. CSS Stand-by rotations shall be in one-week increments
3 from Monday to Monday. Employees who are on any customer call, or while handling a major
4 incident in the communication manager role, at or after 10:30 p.m. during their standby shift shall
5 receive automatic approval to telework the following workday, with notification to their supervisor.
6 For example, if an employee receives a customer call at 11:00 p.m. on Monday, and is scheduled to
7 work on Tuesday, the employee shall be automatically approved to telework on Tuesday. The
8 County shall reasonably consider any employee requests to adjust the start and end times of the
9 telework to accommodate necessary rest. An example of such a request would be a request to adjust
10 the start and end times back one (1) hour. When an employee on Customer Support Services (CSS)
11 Helpdesk stand-by receives a call, it shall be considered a Technical Call Out paid at the contractual
12 overtime rate for a minimum of fifteen (15) minutes.

13 **ARTICLE 11: REDUCTION IN FORCE**

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

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

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

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

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

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

5 **Section 4. Seniority Defined**

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

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

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

24 **Section 6. Bumping.**

25 A displaced employee may elect to exercise their bumping rights as described within this
26 Section. Bumping shall not result in a promotion. An employee will have five (5) work days from
27 the time of written notification of layoff to notify the County of their intent to exercise their bumping
28 rights. The employee’s decision to exercise their bumping rights must be in writing. An employee

1 will forfeit their bumping rights if their written notice is not submitted within five (5) work days,
2 unless the County agrees to a late filing of the notice. The County will, if it determines that there are
3 warranting circumstances, accept a late filed notice from an employee. If a displaced employee
4 refuses to accept a position the employee is eligible to bump into, that employee shall forfeit their
5 bumping rights.

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

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

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

28 3. Displaced employees shall participate in the identification of other classifications

1 or classification series for which they may be qualified to bump into as described in Section 11.6
2 above. Employees shall bump the least senior bargaining unit employee in a grouping of employees
3 that occupy positions within the layoff group that are paid at the same pay range as the displaced
4 employee. If the displaced employee does not meet the minimum qualifications for that position, the
5 next position considered shall be the next least senior employee in that same grouping and so on. If
6 the displaced employee does not meet the minimum qualifications for a position in that grouping,
7 additional groupings by descending pay range shall be considered starting with the least senior
8 employee of the grouping and proceeding to the most senior of the grouping before considering the
9 next grouping with the next highest pay range and so on.

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

12 **Section 7. Layoff Groups.**

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

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

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

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

26 **Section 10. Recall**

27 **A.** An employee who is laid off will have general hiring preferences to other vacant
28 County positions, consistent with the County's Workforce Management Plan, for a period of two

1 years following the employee’s layoff. During the two year recall period, the employee will retain
2 specific recall rights to the position from which the employee was laid off regardless of whether the
3 employee has accepted a different position with the County.

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

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

10 **ARTICLE 12: POSTING PROCEDURE AND PROBATION**

11 **Section 1. Labor Management Committee.** When the LMC convenes, The County will
12 share information about the newly created Term Limited Temporary IT positions, including a
13 position description, anticipated duration, and date filled. The County will also share information
14 about bargaining unit vacancies that the County does not intend to fill.

15 **Section 2. 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 total,
17 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.

20 **ARTICLE 13: DISPUTE RESOLUTION PROCEDURES**

21 Pursuant to the CLA Article 26, except as modified below.

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

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

4 **ARTICLE 14: WORK ENVIRONMENT**

5 **Section 1. Office Space.** The County shall attempt in good faith to resolve all office space
6 issues relating to personal space, temperature, comfort and safety with the appropriate departments
7 and agencies; however, the County’s failure to satisfy an employee on these issues is not subject to
8 the grievance procedure.

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

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

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

24 **ARTICLE 15: CLASSIFICATION**

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

1 **ARTICLE 16: EMPLOYEE DEVELOPMENT**

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 providing employees with support and implementation of professional development opportunities,
7 within the parameters of available resources.

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

12 The Committee shall consist of six representatives of management and the Union. The
13 Committee shall convene at least quarterly or at the request of either party.

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

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

1 **ARTICLE 17: 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 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

25 A. Discharge.

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

1 **ARTICLE 19: RETIREMENT**

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

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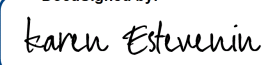
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For Professional and Technical
Employees, Local 17:

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Karen Estevenin
Executive Director

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Regan McBride
Union Representative

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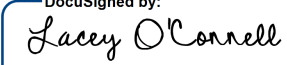
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For King County:

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Lacey O'Connell, Labor Relations Negotiator Senior
Office of Labor Relations, Executive Office

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cba Code: 048

ADDENDUM A

Union Code: C19

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

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

ADDENDUM B

PROTEC17: Information Technology

In accordance with Article 16 of the Collective Bargaining Agreement between King County and PROTEC17, 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**Impact of legally required security clearances/background checks performed by King County Department of Adult and Juvenile Detention for King County employees represented by Professional and Technical Employees, Local 17 – Information Technology [048]**

1. The parties have discussed fully the potential impacts of the results of the legally required Department of Adult and Juvenile Detention (DAJD) and the King County Sheriff's Office (KCSO) 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] (the Union) (King County MOA Code 048&456U0112).

2. 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 Union require access to such records or areas in which such records are housed, and/or require access to DAJD or KCSO facilities where inmates are detained. Said employees are not able to perform their job duties without the legally required security clearances.

3. Bargaining unit employees will be required to undergo background checks to the extent and in the manner legally required because the employee has access to the applicable CJIS system as provided in Section 2. Before requiring background checks for bargaining unit employees, the County will first: (1) seek to meet its operational needs with existing qualified personnel who have already cleared the necessary background check; and then (2) solicit qualified volunteers to undergo a background check. If there are insufficient existing qualified personnel and volunteers to

1 undergo the background check, qualified employees will be mandated to undergo a background
2 check by inverse seniority. The order of mandatory CJIS backgrounding will be determined by
3 management for employees hired after April 18, 2019.

4 4. Bargaining unit employees who have not previously been subject to background
5 investigations and who are performing work that requires a security clearance by DAJD or
6 KCSO will be informed of the requirement to undergo a background check; such notification will be
7 provided in writing at least fourteen (14) calendar days in advance of the performance of the first of
8 the ongoing “background” checks on said employee. The employee’s Union representative will
9 receive a copy of said written notification.

10 5. DAJD or KCSO will provide notice to the hiring department of its determination
11 regarding each security clearance and the hiring department will make that information available to
12 the employee.

13 6. If the hiring department receives notice from DAJD or KCSO that an employee has
14 failed to pass the background check and thus is denied the security clearance legally required to
15 perform their job duties, said department will promptly notify both the employee and their Union
16 representative of this determination.

17 7. The hiring department will then begin to discuss with the employee and their Union
18 representative any possible alternatives to layoff. These alternatives may include opportunities
19 within the department for reassignment or transfer to a position that does not require the security
20 clearance. The goal of these discussions is to laterally place the employee into another position for
21 which the employee in question is qualified. King County will make every reasonable effort to reach
22 this goal. This will include, but is not limited to, an examination and discussion of any and all
23 temporary positions in the department, as well as any vacant positions for which the employee
24 believes they may qualify. If requested by the union, the discussion will also involve the possibility
25 of an agreement to “Y” rate the employee’s wage rate should the new position carry a lower wage.

26 8. Should the employee who failed to obtain the necessary clearance request to meet with
27 DAJD or KCSO to discuss and review the reasons for the security clearance denial, the hiring
28 department will help facilitate but will not attend such meeting. The reasons for the denial will be

1 shared with the employee by King County and will be shared with the
2 appropriate union representative at the request of the employee.

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

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

22 **11.** Nothing in this Addendum prevents the Union from filing a grievance under Article 26
23 of the CLA if the terms of this Addendum have not been met. This Agreement assumes, and the
24 parties agree, that the necessary elements of "just cause" (as required by the CLA) are met by
25 adherence to the terms of this Addendum.


26 **12.** Nothing in this Addendum waives the due process rights (e.g., Loudermill) of the
27 employees covered by the terms of this Appendix.
28

**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

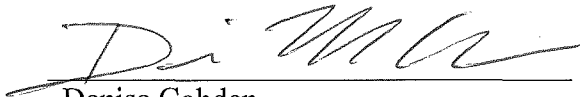
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compensated in a manner consistent with the practice of DOT 24 x 7 after hours support rotation assignments that were in place prior to January 1, 2012. That practice shall include a minimum annual award of 3 days of Executive Leave. Should a qualifying 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

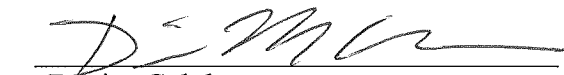
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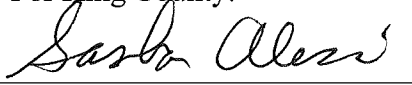
THEREFORE, the parties agree that the following employees that moved from the Department of Public Health [060] to the King County Department of Information Technology whose compensation was at a step below Step 10 shall receive their automatic step increases on January 1st of each year for so long as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

**Memorandum of Agreement
By and Between
King County
And
King County Coalition of Unions**

Subject: Career Progression Classification Project

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

Background:

King County is implementing a Career Progression Classification Project (the Project).

Agreement:

1. The Parties agree that any/all employees whose positions are reclassified during this Project will not suffer a loss of pay. If the employee's position is assigned to a classification with a lower pay range as a result of the Project, the affected employee's pay will be frozen or "Y-Rated." For purposes of this MOA, "Y-Rating" is the process by which the County agrees to freeze an employee's pay at their existing base wage, thus making them ineligible for any wage or salary adjustments (i.e., step increase, general wage increase or GWI) until the lower range maximum rate surpasses the employee's frozen pay rate.

At such time that the employee's frozen pay rate will be surpassed by the lower classification's maximum rate, the employee will be placed on the closest step of the new/lower range that does not result in a loss of pay.

2. The Parties agree that any/all employees whose positions are reclassified during the Project will not serve a probation period upon reclassification.

3. The Parties agree to discuss and/or negotiate, in the King County Coalition and to the extent as required by law, any additional items related to the Career Progression Classification Project at a future date.

For The King County Coalition of Unions:



Denise Cobden, Union Representative
Coalition Co-Chair
Professional and Technical Employees, Local 17

2/8/18

Date

For The King County Coalition of Unions:



Michael Gonzales, Senior Business Agent
Coalition Co-Chair
Teamsters Local 174

2/8/18

Date

For King County:



Megan Pedersen, Director
Office of Labor Relations, King County Executive Office

2.9.18

Date

**Memorandum of Agreement
By and Between
King County
And
King County Coalition of Unions**

Subject: Career Progression Classification Project

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

Background:

King County is implementing a Career Progression Classification Project (the Project).

Agreement:

1. The Parties agree that any/all employees whose positions are reclassified during this Project will not suffer a loss of pay. If the employee's position is assigned to a classification with a lower pay range as a result of the Project, the affected employee's pay will be frozen or "Y-Rated." For purposes of this MOA, "Y-Rating" is the process by which the County agrees to freeze an employee's pay at their existing base wage, thus making them ineligible for any wage or salary adjustments (i.e., step increase, general wage increase or GWI) until the lower range maximum rate surpasses the employee's frozen pay rate.

At such time that the employee's frozen pay rate will be surpassed by the lower classification's maximum rate, the employee will be placed on the closest step of the new/lower range that does not result in a loss of pay.

2. The Parties agree that any/all employees whose positions are reclassified during the Project will not serve a probation period upon reclassification.

3. The Parties agree to discuss and/or negotiate, in the King County Coalition and to the extent as required by law, any additional items related to the Career Progression Classification Project at a future date.

For The King County Coalition of Unions:



Denise Cobden, Union Representative
Coalition Co-Chair
Professional and Technical Employees, Local 17

2/8/18

Date

For The King County Coalition of Unions:



Michael Gonzales, Senior Business Agent
Coalition Co-Chair
Teamsters Local 174

2/8/18

Date

For King County:



Megan Pedersen, Director
Office of Labor Relations, King County Executive Office

2.9.18

Date

Memorandum of Agreement
By and Between
King County
and
Professional and Technical Employees, Local 17
Information Technology
and
International Brotherhood of Teamsters Local 117
Information Technology Managers and Supervisors –
Department of King County Information Technology,
Executive Branch Departments; Department of Executive Services

Subject: Career Path Classification Project (CP2) reclassification appeal process

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County). Professional and Technical Employees, Local 17 (PROTEC17) and International Brotherhood of Teamsters Local 117 (Teamsters Local 117), with PROTEC17 and Teamsters Local 117 jointly designated as the Unions

Background:

King County, PROTEC17 and Local 117 are parties to the Master Labor Agreement (MLA) between King County and the King County Coalition of Unions, effective January 1, 2018, through December 31, 2020.

Teamsters Local 117 represents the Information Technology Managers and Supervisors bargaining unit, which includes approximately 91 employees. PROTEC17 represents the Information Technology (non-supervisor) bargaining unit, which represents approximately 311 employees.

The Information Technology Career Path Classification Project (CP2) is a King County project to update and create new Information Technology Classification Specifications, allocate employees to those classification specifications based on their currently performed bodies of work, process any appeals from employees regarding the County's allocation decision, and negotiate wages on a salary or hourly basis, pursuant to the Federal Fair Labor Standards Act, for the new and updated classifications.

[048] Professional and Technical Employees, Local 17 – Information Technology

[456] International Brotherhood of Teamsters Local 117 - Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments; Department of Executive Services

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This Agreement addresses the negotiated appeal process for employees who wish to appeal the County's classification allocation decision in the CP2 project. Career service employees may opt out of this negotiated appeal process entirely and follow the non-represented classification determination process.

Agreement:

1. The County will provide preliminary classification allocation decisions to the Unions (in the form of a spreadsheet) for review and feedback. The Unions will provide any feedback to the County within five (5) weeks of receiving the preliminary classification allocations. After reviewing any provided feedback, and incorporating proposed changes where appropriate, the County will then issue its "CP2 Classification Determination" to each employee. Each CP2 Classification Determination shall include information about the deadline to appeal and the process for filing an appeal. The usual practice of mutually agreeing to extend deadlines or delay the issuance of an allocation decision will be followed for employees on extended leave. Classification determinations and deadline extensions may be submitted in email. The appropriate union shall be copied on all CP2 Classification Determinations and deadline extension requests.

2. The following appeal process shall apply only to appeals of CP2 Classification Determinations made by the County pursuant to the CP2 project and timely appealed within the 30-day appeal period, referenced in Agreement #3 below. This Agreement shall not apply to any other classification appeals other than described in this agreement.

3. The appeal process is a modified version of the MLA, Article 14, which, as modified, is fully described as follows:

a. Article 14.1.1 of the MLA shall not apply.

b. Article 14.1.2 of the MLA shall not apply and is replaced with the following language:

i. The effective date of an employee's reclassification shall be prospective to the effective date indicated on the CP2 Classification Determination, unless otherwise negotiated by the appropriate union with King County.

ii. Memorandum of Agreement 000MLAU0117, which was negotiated by the County and the King County Coalition of Unions, and which guarantees no loss in pay for employees who are reclassified to lower-paying classifications shall not be modified except by agreement between the County and the Coalition of Unions.

c. Article 14.1.3 shall apply.

d. Article 14.1.4 shall apply.

e. Article 14.1.5 shall not apply.

f. Article 14.1.6.A. shall be modified as follows:

i. The 30-day deadline in 14.1.6.A. shall begin upon the date of issuance of the County's CP2 Classification Determination to the affected employee as described in Agreement #1.

g. Article 14.1.6.B. shall not apply and is replaced with the following language:

i. An employee may appeal the CP2 Classification Determination to a three-person panel within the 30-day deadline. The panel shall be composed of one member from Compensation and Classification Services (CCS), one representative of the Coalition of Labor Unions, and one member from an outside entity, such as the City of Seattle. Should the City of Seattle not provide a panelist, the parties will work together to agree upon another outside entity that can provide a panelist.

ii. The panel designees from management and the Coalition of Labor Unions should not be directly managing or representing the employee(s) appealing.

iii. The appeal shall be filed in writing to the Classification and Compensation Services Manager, per the instructions include in the CP2 Classification Determination.

iv. Multiple appeals regarding similar bodies of work and the same classification determination may be consolidated at management's discretion. However, each employee will receive an individual determination.

v. Upon the filing of an appeal, the designated panel will convene a reconsideration meeting in a manner similar to that currently used in conducting classification reconsideration panels. This is an informal process that will allow the employee(s) to present information that they believe shows that the majority of the work they are currently performing is the work of a different classification than what is provided for by the CP2 Classification Determination that was allocated to them. Any information that management wishes to present to the panel must be presented at this meeting and must be presented in the presence of the appealing employee(s). Either party may present oral or written materials to the panel during the reconsideration meeting. The panel shall only consider what is submitted or presented in the reconsideration meeting when making their decision.

vi. The panel's decision shall be in writing and does not need to be unanimous. The decision of a majority of the panel shall be the final decision. Notification of the panel's decision shall be made via electronic communication to both the appealing employee(s) and the appropriate labor union.

vii. The decision of the panel shall be final and not subject to further appeal.

[048] Professional and Technical Employees, Local 17 – Information Technology

[456] International Brotherhood of Teamsters Local 117 - Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments; Department of Executive Services

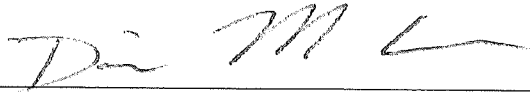
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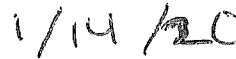
The decision of the panel shall be considered a "previous classification determination" for purposes of Article 14.1.1.B. of the MLA and future reclassification requests.

- h. Article 14.1.6.C. shall not apply.
- i. Article 14.1.7. shall not apply.
- j. Article 14.1.8. shall apply.

For Professional and Technical Employees, Local 17:



Denise Cobden
Union Representative



Date

For International Brotherhood of Teamsters, Local 117:

John Scearcy
Secretary-Treasurer

Date

For King County:



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



Date

The decision of the panel shall be considered a “previous classification determination” for purposes of Article 14.1.1.B. of the MLA and future reclassification requests.

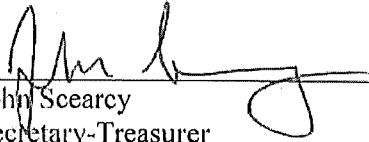
- h. Article 14.1.6.C. shall not apply.
- i. Article 14.1.7. shall not apply.
- j. Article 14.1.8. shall apply.

For Professional and Technical Employees, Local 17:

Denise Cobden
Union Representative


Date

For International Brotherhood of Teamsters, Local 117:


John Searcy
Secretary-Treasurer

1/10/20
Date

For King County:


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

1/14/2020
Date