

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

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 CRISIS

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

**ARTICLE 1: PURPOSE**

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

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

**ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

1. Office of Information Resources Management;
2. Department of Executive Services - Records and Licensing Services Division;
3. Department of Community and Human Services
4. Department of Adult and Juvenile Detention
5. Department of Development and Environmental Services
6. Department of Executive Services - Finance and Business Operations Division

- 1           7. Department of Executive Services - Facilities Management
- 2           8. Department of Executive Services - Office of Emergency Management
- 3           9. Department of Judicial Administration
- 4           10. Department of Natural Resources/Parks
- 5           11. Department of Elections

6           Information Technology positions in some of these departments and divisions were  
7 represented by other labor unions prior to the organization of the Local 17-IT bargaining unit. Local  
8 17-IT does not claim to represent positions that have been historically represented by other Unions.

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

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

26           **Section 4. Termination Proceedings.** Failure by an employee to abide by the provisions  
27 outlined in Section 3 above shall constitute cause for discharge of such employees; provided that  
28 when an employee fails to fulfill the above obligations the Union shall provide the employee and the

1 County with thirty (30) days' notification of the Union's intent to initiate discharge action and during  
2 this period the employee may make restitution in the amount which is overdue.

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

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

## 12 **ARTICLE 3: UNION REPRESENTATION**

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

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

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

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

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

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

28 **Section 7. Email.** Employees represented by this Agreement shall have access to email

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

#### 4 **ARTICLE 4: RIGHTS OF MANAGEMENT**

5 **Section 1.** The management of the County and the direction of the work force is vested  
6 exclusively in the County subject to the terms of this agreement. Except to the extent there is  
7 contained in this Agreement express and specific provisions to the contrary, all power, authority,  
8 rights and jurisdictions of the County are retained by and reserved exclusively to the County. Such  
9 functions include, but are not limited to: the right to manage the work of employees, to suspend or  
10 terminate for just cause (with the exception of TLTs and probationary employees, who may be  
11 terminated at will), transfer, and evaluate employees; to determine and implement methods, means  
12 and assignments to accomplish the work, establish classifications and select personnel by which  
13 operations are to be conducted, including staffing levels; and to initiate, prepare, modify and  
14 administer the budget.

15 **Section 2. Payroll Re-opener Language - Accountable Business Transformation**  
16 **Program (ABT).** The parties agree the County has the right to implement a common biweekly  
17 payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The  
18 parties agree that applicable provisions of the collective bargaining agreement may be re-opened at  
19 any time during the life of this agreement by the County for the purpose of negotiating these  
20 standardized pay practices to the extent required by law.

#### 21 **ARTICLE 5: EMPLOYEE RIGHTS**

22 **Section 1. Discipline.** The parties agree that in their respective roles, primary emphasis shall  
23 be placed on preventing situations requiring disciplinary action through effective employee-  
24 management relations. The primary objective of discipline shall be to correct and rehabilitate. The  
25 County may discipline or discharge a career service employee for just cause. If the County  
26 determines to impose disciplinary action against any employee for any reason, the employee shall be  
27 apprised of his/her rights of union representation during a pre-disciplinary or disciplinary meeting and  
28 of rights of appeal and representation as provided for in Article 14 (Dispute Resolution Procedures)

1 of this Agreement. Discharge during an employee's probationary period or discharge of a term-  
 2 limited temporary employee is not subject to the grievance procedure, as such employees serve at-  
 3 will.

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

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

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

17 **ARTICLE 6: HOLIDAYS**

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

20	New Year's Day	January 1st
21	Martin Luther King, Jr's Birthday	Third Monday in January
22	Presidents' Day	Third Monday in February
23	Memorial Day	Last Monday in May
24	Independence Day	July 4th
25	Labor Day	First Monday in September
26	Veteran's Day	November 11th
27	Thanksgiving Day	Fourth Thursday in November
28	Day after Thanksgiving	
	Christmas Day	December 25th

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

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

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

8 An employee must be in pay status the employee's scheduled working day before and the  
9 employee's scheduled working day after a holiday in order to receive holiday pay. Each employee  
10 shall receive two (2) additional personal holidays; provided that no employee shall be granted more  
11 than 96 hours of holiday time in a calendar year. These days shall be administered through the  
12 vacation plan. One (1) day will be added to each employee's vacation accrual on the first day of  
13 October and the first day of November of each year. Employees will be able to use these days in the  
14 same manner as they use vacation days earned. Employees who are assigned to work less than 40  
15 hours per week on a regular basis shall accrue these holidays on a pro-rated basis, based on their  
16 regularly scheduled hours of work.

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

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

## 23 **ARTICLE 7: VACATION**

### 24 **Section 1. Accrual Rates**

25 All benefit eligible employees shall accrue vacation benefits for each hour in regular pay  
26 status exclusive of overtime, according to the following table:  
27  
28

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	26 30
and above	

**Section 2. Vacation Pay Rate.** For purposes of this Section, employees using accrued vacation shall be paid for such vacation at their current rate of pay. Upon termination, employees shall be paid out their vacation balance at their base rate of pay in effect at the time of termination (including merit pay, if applicable) up to the maximum accrual amount, less mandatory withholdings.

**Section 3. Vacation Accrual Date.** Each employee will accrue vacation each payroll period, based on County seniority. County seniority is defined as completed years of service with King County and its predecessor organizations. Eligible employees shall accrue vacation leave from their date of hire. If an employee resigns from the County in good standing or is laid off and subsequently returns to County employment within two years from such resignation or layoff, the employee's prior



1 County service shall be counted in determining the vacation leave accrual under this Article.

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

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

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

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

18       Donated vacation is excluded from vacation payoff provisions.

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

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

28       **Section 7. Work while on Vacation.** No employee shall be permitted to work for

1 compensation for the County in any capacity during a time when the employee is on paid vacation.

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

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

17 **ARTICLE 8: SICK LEAVE**

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

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

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

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

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

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

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

9                   C. A female employee's temporary disability caused by or contributed to by  
10 pregnancy and childbirth;

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

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

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

16                   G. To care for other family members if:

17                   1. For King County Family Medical Leave the employee has been employed  
18 by the County for twelve (12) months or more and has actually worked a minimum of one thousand  
19 forty (1040) hours (40 hour employee) or nine hundred ten hours (35 hour employee) in the preceding  
20 twelve (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours  
21 worked) and for Federal Family Medical Leave the employee has worked 1250 hours in the preceding  
22 12 months.

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

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

1 of the birth, adoption, or placement;

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

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

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

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

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

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

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

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

27           **Section 6. Sick Leave Use.** Sick leave may be used by employees covered by the FLSA in  
28 one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees

1 use sick leave for absences of one full workday.

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

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

14       **Section 9. Sick Leave Cash-Out.** Employees eligible to accrue sick leave, who have  
15 successfully completed at least five years of County employment, and who retire as a result of length  
16 of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by  
17 RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave  
18 multiplied by the employee's rate of pay in effect upon the date the employee leaves County  
19 employment less mandatory withholdings.

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

23       **Section 10. Bereavement Leave**

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

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

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

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

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

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

13           **Section 2.** Effective January 1, 2011, COLA will be pursuant to the attached Union Coalition  
14 Memorandum of Understanding.

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

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

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

27           Employees shall be eligible for merit pay above the top step of the salary schedule provided  
28 that they satisfy the criteria and conditions that are set forth in the Performance Appraisal and Merit

1 Pay System Manual.

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

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

6 **Section 4. Work out of Class.** All work outside of classification in an acting capacity shall  
7 be assigned in writing by the division manager or his/her designee. If the work is at a higher level  
8 classification, then special duty pay will be awarded. An employee so assigned to a higher level  
9 classification shall be paid at the first step of the salary range of the higher level job classification or a  
10 salary step in the higher classification which provides at least the equivalent of two steps  
11 (approximately 5%, no less than 4.75%) increase over the employee's current rate of pay, whichever  
12 is greater.

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

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

20 **Section 7. Bus Passes.** The Employer will provide all benefit eligible employees with bus  
21 passes at no cost in accordance with current practice and County ordinance.

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

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

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

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

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

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

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

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

24           It is the County Executive’s policy to actively promote alternative workweek or  
25 telecommuting schedules wherever possible. Each bargaining unit member shall have the opportunity  
26 to request an alternative workweek or telecommuting schedule. The employee shall submit the  
27 request in writing to management listing the reason(s) for the request and the type of alternate  
28 workweek or telecommuting schedule requested. Management and the employee will evaluate the



1 feasibility of the employee's request. The decision of whether or not to grant an alternative  
2 workweek or telecommuting schedule will be stated in writing to include the reasons for denial or  
3 approval, according to an established list of criteria. A Labor-Management committee established for  
4 this purpose shall develop the criteria that are applied when considering an alternative workweek or  
5 telecommuting schedule. If a request for an alternative workweek or telecommuting schedule is  
6 denied, the employee may appeal the denial in accordance with the appeal process listed below.

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

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

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

25 **Section 5. After Hours Support**

26 **A. After Hours Support.** After Hours Support is off duty time during which an  
27 employee is required to be ready and able to report to work, either in person or through technological  
28 means, in a timely manner. Each supervisor will maintain a written list of all After Hours Support

1 staff and employees will be given 10 business days notice, in writing, of their After Hours Support  
2 schedule. Supervisors will post the After Hours Support schedules in a place visible to all employees  
3 in that work group. In instances where the County, due to emergency or business reasons, must  
4 terminate or modify the After Hours Support schedule, the County will provide as much notice of  
5 schedule change as practicable

6 **B. General Provisions.**

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

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

11 **C. Hourly Employees.**

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

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

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

1 entire non-holiday week.

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

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

9 **Section 6. Executive Leave.** FLSA-exempt employees covered under this Agreement are  
10 eligible for Executive Leave in accordance with King County policy (Executive Policy PER 8-1-2) as  
11 amended.

## 12 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

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

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

## 20 **ARTICLE 12: REDUCTION IN FORCE**

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

### 22 **Section 2. Pre-Layoff**

23 When a reduction in force is anticipated, the County and the Union shall meet and jointly  
24 endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

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

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

#### 4 **Section 3. Notice**

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

#### 9 **Section 4. Seniority Defined**

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

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

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

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

#### 24 **Section 6. Bumping.**

25 An employee who is not placed, as provided under Section 2 may elect to bump the employee  
26 with the least seniority as described within this Section. Bumping shall not result in a promotion. An  
27 employee will have five (5) work days from the time of written notification of layoff to notify the  
28 County of his/her intent to exercise his/her bumping rights. The employee's written notice must

1 include the classification(s) within his/her classification series, or in another classification if  
 2 qualified, listed by preference, in which s/he proposes to bump. An employee will forfeit his/her  
 3 bumping rights if his/her written notice is not submitted within five (5) days or the County has not  
 4 agreed to a late filing of the notice. The County will, if it determines that there are warranting  
 5 circumstances, accept a late filed notice from an employee.

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

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

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

19 **Section 7. Layoff Groups.**

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

- 22 ● OIRM
- 23 ● DES - Finance and Business Operations Division (FBOD)
- 24 ● DES (excluding FBOD)
- 25 ● DNRP
- 26 ● DDES
- 27 ● DCHS
- 28 ● DAJD
- DJA
- DE

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

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

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

11           **Section 10. Recall**

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

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

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

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

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

1 in the County Personnel Guidelines for the Career Service.

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

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

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

#### 14 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

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

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

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

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

28 **B. Procedure.**

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

14                   **Step 2. Division Director or Designee.** If after thorough review at Step 1, the  
15 grievance has not been resolved to the satisfaction of the Union, the employee and the Union shall  
16 together present the grievance as stated above for investigation, discussion, and written reply. The  
17 Division Director or designee may interview the employee and/or his/her representative and receive  
18 any additional related evidence that he/she may deem pertinent to the grievance. The Division  
19 Director or designee shall make his/her written decision available to the Union within fifteen (15)  
20 working days. Failure by the Division Director or designee to issue a response within the prescribed  
21 timeline shall automatically advance the grievance to the next step. The Union shall have fifteen (15)  
22 working days from the issuance of management's Step 2 response (or the date that the Step 2  
23 response was due) to advance the grievance to Step 3, otherwise the grievance shall be presumed to  
24 be resolved. The Union's request to advance the grievance to Step 3 must be made in writing to the  
25 Director of the Office of Labor Relations (OLR)/designee, copying the issuer of the Step 2 response.  
26 The Union or its representative must sign the grievant's request to advance a grievance to Step 3.

27                   **Step 3. OLR Director or Designee.** If after thorough evaluation, the decision  
28 of the Division Director or designee has not resolved the grievance to the satisfaction of the Union,



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

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

18 **Step 4. Arbitration.** If after thorough evaluation, the decision of the Office of  
19 Labor Relations Director or designee has not resolved the grievance, the Union or the County may  
20 request to submit the grievance to arbitration, in accordance with the timelines and procedures stated  
21 above. The request for arbitration shall be submitted in writing, and it must specify the issue to be  
22 arbitrated. If the Union is requesting arbitration, the request must be submitted to the Labor  
23 Negotiator. If the County is requesting arbitration, the request must be submitted to the Union  
24 Representative. The process for selection of the arbitrator and the authority of the arbitrator are set  
25 forth in Sections 2 and 3 below.

26 **Section 2. Selection of Arbitrator.** Should arbitration be necessary, the Parties shall select a  
27 third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon  
28 an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the

1 American Arbitration Association or the Federal Mediation and Conciliation Service, whichever  
2 source is mutually acceptable. The arbitrator will be selected from the list by both the County  
3 representative and the Union, each alternately striking a name from the list until only one name  
4 remains. The party to strike first shall be determined by a coin toss.

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

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

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

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

20 **Section 5. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days  
21 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in  
22 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing  
23 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
24 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 ARTICLE 16: CLASSIFICATION**

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

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

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

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

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

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

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

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

#### 15 **ARTICLE 17: CONTRACTING OUT**

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

#### 23 **ARTICLE 18: TRAINING**

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

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

4           The Joint Union Management Information Technology Training Committee shall consist of  
5 six representatives of management and the Union. The Joint Union Management Information  
6 Technology Training Committee shall convene no less than six times per year or more or less often  
7 by mutual agreement of the County and the Union.

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

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

20           **Section 4.** The Joint Union Management Information Technology Training Committee shall  
21 discuss and implement, if agreed upon, provisions addressing the needs for anticipated personnel  
22 vacancies and will specifically consider utilization of the existing workforce, technology and training  
23 needs.

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

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

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

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

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

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

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

27                   A. Discharge.

28                   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.

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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, 2011 through  
4 December 31, 2011.

5 Contract negotiations for the period beginning January 1, 2012 may be initiated by either party  
6 providing to the other written notice of its intention to do so prior to October 1, 2011. It is the goal of  
7 both parties to conclude negotiations prior to expiration of this Agreement.

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APPROVED this 31 day of AUGUST, 2011.

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By Dow Constantine

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King County Executive

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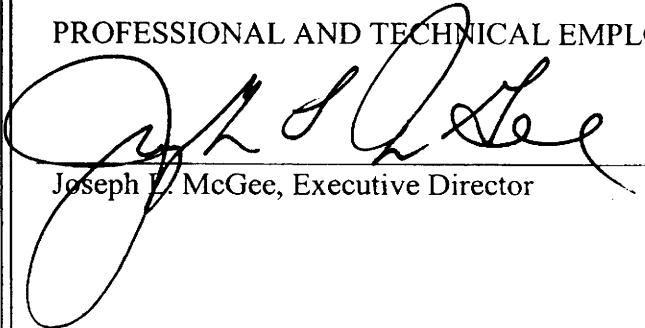
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PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

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Joseph L. McGee, Executive Director

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