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ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT

Section 1.1. 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 1.2. 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 3..

Section 1.3. 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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 2.1. Recognition. The Employer recognizes the Union as the exclusive representative of all regular full-time and regular part-time employees consistent with PERC Decision 13960-PECB, including probationary employees and employees in grant-funded positions, and term limited temporary employees, doing the work of the job classifications listed in Addendum A, excluding temporary employees, contract employees, supervisors, managers and confidential employees, within the following departments and divisions of King County:

A. Department of Information Technology (KCIT);

1 **B.** Department of Executive Services; 2 C. Department of Community and Human Services; 3 **D.** Department of Judicial Administration; 4 King County Elections; and, 5 F. Department of Natural Resources and Parks Wastewater Treatment Division 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. The 8 Union does not claim to represent positions that have been historically represented by other Unions. 9 Section 2.2. Notification. The County will notify the Union of any employee leaving the 10 bargaining unit because of termination, layoff, promotion, demotion, transfer, leave of absence or dismissal. 11 12 **Section 2.3.** Lists. The County will transmit to the Union twice a year, within fifteen (15) 13 calendar days of the Union's request for such a list, a current listing of all employees in the unit. 14 Such list shall indicate the name of the employee, wage rate, job classification, and department. 15 16 ARTICLE 3: UNION REPRESENTATION 17 Section 3.1. Union Representative Visits. Authorized representatives of the Union may, 18 after notifying the county official in charge, visit the work location of employees covered by this 19 agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct 20 Union business on County time. 21 Section 3.2. Employee Access. Authorized representatives of the Union may have reasonable access to its represented employees in County facilities for transmittal of information or 22 23 representation purposes before work and during lunch breaks or other regular breaks as long as the 24 work of the County employees and services to the public are unimpaired. 25 **Section 3.3.** Stewards. The Union shall have the right to appoint stewards within sections 26 and locations where its represented employees are employed under the terms of this Agreement. 27 Section 3.4. Policies. Adopted written policies, rules, or directives affecting the terms and 28 conditions of this Agreement shall be provided to the Union as appropriate and/or upon request.

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Section 3.5. Rooms. The County shall make available to the Union or other employee organizations meeting space, for the purpose of conducting Union business, where such activities would not interfere with the normal work of the department.

ARTICLE 4: RIGHTS OF MANAGEMENT

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

ARTICLE 5: EMPLOYEE RIGHTS

Section 5.1. Discipline. Pursuant to the CLA Article 27, except as modified below.

Section 5.2. Off-duty Conduct. The off-duty activities of employees shall not be cause for disciplinary action unless such activities are detrimental to the employee's work performance and/or have an adverse impact upon the program or the agency.

Section 5.3. Personnel File Review. The employee and/or a representative may examine the employee's personnel file upon request. Material placed into the personnel file relating to job performance and/or personal conduct shall be reasonable, accurate and brought to the employee's attention, with copies provided to the employee and the union, prior to placement in the file. Supervisors may keep working files, however documents recording or communicating disciplinary actions that are not included in the personnel file may not be used against the employee or brought forward in grievance proceedings. Employees who challenge materials included in their personnel file are permitted to insert relevant rebuttal materials into the file.

ARTICLE 6: HOLIDAYS WORKED AND SCHEDULING

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

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overtime rate. In addition, the employee shall receive the regular holiday pay prorated in accordance

accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

Work performed on holidays by FLSA non-exempt employees shall be paid at the contractual

. Employees who are assigned to work less than 40 hours per week on a regular basis shall

Hourly employees on flex or alternative work schedules shall be allowed to adjust their

schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours

Section 7.1.

for that work week. Employees who do not adjust their schedule during the holiday week shall be

County seniority is defined as completed years of service with King County and its predecessor

Section 7.2. Vacation Increments. Vacation leave may be used by employees covered by

the provisions of the FLSA in one-half hour increments, at the discretion of the appointing authority.

FLSA-exempt employees may use vacation leave in increments of not less than one (1) day except as

provided for in CLA Article 11.4. This Section does not limit an employee's ability to use accrued

Pursuant to CLA Articles 9 and 32, and as supplemented below.

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with their regular schedule.

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ARTICLE 7: VACATION

organizations.

paid in accordance with Article 10.3 of the CLA

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ARTICLE 8: SICK LEAVE AND OTHER LEAVES

leave for a qualifying event under the Washington Family Care Act.

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Section 8.1. All Benefit eligible employees covered by this labor agreement shall be eligible

for sick leave benefits as provided by the CLA Article 31, except as modified below.

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Section 8.2. Sick Leave Use. Sick leave may be used by employees covered by the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick leave for absences of one full workday.

Section 8.3. Verification of Sick Leave. Management is responsible for the proper administration of sick leave benefits. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence.

Section 8.4. Sick While on Vacation or Compensatory Time Off. If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, the employee shall present to the County on the first day of injury or illness, or as soon as practicable thereafter, a doctor's statement or other acceptable proof of injury or illness in accordance with applicable state and federal laws.

ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 9.1. Wages Rates and Y-Rating. Y-rating resulting from CP2 reclassification, if any, will go into effect on January 1, 2025.

Section 9.2. Step Increases.

A. Successful Completion of Probation. Upon successful completion of at least six (6) months' probation following an employee's starting date in a classification covered under this Agreement, the employee shall receive a one-step increase provided the employee was hired at the first step of the range assigned to the classification. If the employee was hired above the first step of the range of the classification, the post probation step shall be at the discretion of management. Thereafter, each subsequent step increase will be effective on January 1 of each year provided that the employee is no longer in a probationary status as of September 30th of the previous year. A probationary employee who has not successfully completed probation by September 30 will not be eligible for an annual step increase on January 1. Term-Limited Temporary (TLT) employees are eligible for step increases on each anniversary of their hiring date. Short Term Temporary (STT) employees are not eligible for step increases.

B. KCIT Performance Appraisals KCIT Performance appraisals shall be conducted in accordance with the "Executive Branch Performance Appraisal and Merit Pay System Manual" of King County as updated March 2009, subject to the following modification: "Standard" or "Satisfactory" shall be a score between 3.0 and 3.74

- "Above Standard" shall be a score between 3.75 and 4.19
- "Outstanding" shall be a score between 4.2 and 5.0
- 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 not in KCIT are not subject to the above modifications and have separate terms for Merit Pay eligibility as defined by policy in the respective, non-KCIT departments.

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 9.3. 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 9.4. 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

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Section 10.1. Normal workweek. For hourly employees, the normal workweek shall:

• Consist of five consecutive workdays not to exceed eight hours in a nine hour period.

For exempt employees, the normal workweek shall consist of five consecutive workdays,

an hourly employee and their immediate supervisor, work schedules may be temporarily flexed to

mutual agreement of the County and the employee per the terms of Section 3 of this Article. Nothing

The parties recognize that business needs may require that some employees will be assigned

Section 10.2. Contractual Weekly Overtime. For the purposes of this Agreement, hourly

employees are eligible for contractual weekly overtime. Contractual weekly overtime shall be paid to

employees for all hours actually worked in excess of forty (40) hours per FLSA workweek at the

contractual overtime rate in effect at the time the overtime work is performed. Sick leave, vacation,

holidays and other paid leave are not hours worked. The contractual overtime rate for each overtime

hour worked shall be one and one-half (1-1/2) times the combined amount of the employee's hourly

in this section prohibits or limits the assignment of occasional overtime work to hourly employees.

implementation of shifts that differ from the normal workweek, the County and the Union shall meet

and jointly endeavor to find ways to seek alternative solutions. If the County implements shifts that

differ from the normal workweek, the County will first seek volunteers to fill these shifts. If no

volunteers come forward, the County will negotiate the impacts of the changes to the normal

to regular shifts that deviate from the normal workweek as defined above. Prior to the

address immediate personal or technical needs. Alternative workweeks can be arranged by the

These standards establish a basis for a "normal" workweek. With the prior mutual consent of

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• Not exceed forty hours per week.

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• Monday through Friday.

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Monday through Friday.

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workweek.

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premiums in effect at the time the overtime is worked that are contractually required to be included

base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay

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when calculating the contractual overtime rate. If the Fair Labor Standards Act (FLSA) requires a

higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

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

Section 10.3. Compensatory Time. Employees may accrue (earn) a maximum of eighty (80) hours of compensatory time each calendar year. Employees who have reached the annual maximum of eighty (80) hours of compensatory time must take overtime compensation in pay. Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

Section 10.4. Alternative Workweek and Telecommuting Schedules. It is the County Executive's policy to actively promote alternative workweek or telecommuting schedules wherever possible. Each bargaining unit employee shall have the opportunity to request an alternative workweek or telecommuting schedule. The employee shall submit the request in writing to management listing the reason(s) for the request and the type of alternate workweek or telecommuting schedule requested. Management and the employee will evaluate the feasibility of the employee's request. Management must consider information provided about the employee's child care and other family and transportation needs in making the decision. The decision of whether or not to grant an alternative workweek or telecommuting schedule will be stated in writing to include the reasons for denial or approval, according to an established list of criteria. If a request for an

alternative workweek or telecommuting schedule is denied, the employee may appeal the denial in accordance with the appeal process listed below.

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

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

Section 10.5. Notice Prior to an Involuntary Permanent Change in Schedule. Thirty (30) calendar days advance notice shall be afforded employees when involuntary permanent changes to a regular schedule are required by the County. The County agrees to avoid frequent schedule changes.

Section 10.6. After Hours Support

A. After Hours Support. After Hours Support is off duty time during which an employee is required to be ready and able to report to work, either in person or through technological means, in a timely manner. Each supervisor will maintain a written list of all After Hours Support staff and employees will be given 10 business days-notice, in writing, of their After Hours Support schedule. Written notice may be waived by written mutual consent between Supervisor and employee. Supervisors will post the After Hours Support schedules in a place visible to all

employees in that work group. In instances where the County, due to emergency or business reasons, must terminate or modify the After Hours Support schedule, the County will provide as much notice of schedule change as practicable. After Hours Support shifts must be distributed equitably, taking into account shifts that occur on holiday weeks. Employees are allowed to trade After Hours Support shifts. After Hours Support provisions shall apply to employees not assigned to the After Hours Support rotation only when required to respond to a major incident as subject matter experts.

B. General Provisions.

- **1. Parking.** Parking expenses may be reimbursed on presentation of a receipt if an employee is called out to a work site outside of regular working hours.
- **2. Equipment and Supplies.** The County will provide all assigned After Hours Support staff with a two-way electronic device.

C. Hourly Employees.

- 1. Physical Call-Out. A minimum of four (4) hours at the overtime rate (inclusive of time actually worked) shall be given for each call-out where the employee is called and returns to a designated work site after completing their regular shift. Where such overtime exceeds four (4) hours, the actual hour worked shall be at the contractual overtime rate of the employee's current base hourly pay rate. This shall include travel from the employee's residence to the designated worksite or place of assignment. The County will reimburse the employee for the cost of a meal up to \$6.00, upon presentation of a receipt, for every four (4) hours of work while on a physical call-out.
- 2. Technical Call-Out (TCO). A TCO occurs when an employee is called to return to duty and performs those duties remotely without returning to a designated work site. A minimum of two (2) hours at the overtime rate (inclusive of time actually worked) shall be given for each TCO. If the time exceeds two (2) hours, the actual hour worked shall be at the overtime rate of the employee's current hourly pay rate.
- 3. Stand-By Pay. Hourly employees will receive one (1) hour of pay at their base wage rate for each weekday spent on call (Monday through Friday). If the weekday is a holiday, the employee will receive six (6) hours of pay for that day. If the employee is on call during the

weekend, the employee will receive four (4) hours of pay for Saturday and four (4) hours of pay for Sunday, totaling thirteen (13) hours of stand-by pay for an employee assigned to on call status for an entire non-holiday week.

D. FLSA Exempt Employees. Each FLSA Exempt employee designated in writing to an After Hours Support rotation shall be entitled to the following alternative workweek and telecommuting schedule for every two-week period. FLSA Exempt employees working their After Hours Support rotation shall work an alternative schedule of core 40 hours plus 8 hours of telecommuting or other means of off-hours support. During the second week of their After Hours Support rotation, employees will have a core workweek of 32 hours and a regular day off. Exempt employees assigned to AHS on a holiday will be given a deferred holiday per CLA Article 10.5.

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

Section 10.7. Executive Leave. FLSA-exempt employees covered under this Agreement are eligible for Executive Leave in accordance with King County policy (Executive Policy PER 8-1-2) as amended. If an eligible employee believes that their executive leave award, or absence of an executive leave award, is not consistent with the policy statements of Executive Policy PER 8-1-2, as amended, they may submit a written request for a review by the Department Director or designee. The Department Director or designee shall review prior awards of executive leave for the appealing employee, review prior and current executive leave awards of the appealing employee's work group, if applicable, and shall discuss the matter with the appealing employee's supervisor or manager. The final decision to make or modify a prior executive leave award shall be in writing and remains with the Department Director or designee. A grievance may not be filed under this section, nor shall the Department Director or designee's final decision be subject to the grievance procedure.

Section 10.8. Customer Support Services (CSS) Helpdesk Stand-by Rotation. With ten (10) days' prior notice, hourly (FLSA non-exempt) CSS employees identified by the County will be placed on paid stand-by status for hours outside the CSS helpdesk hours. Employees will be paid at

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the standby rate set forth in Article 10.6.C.3, and shall follow a rotation to respond to stand-by customer calls for reporting major outages or other emergent needs. Except as otherwise provided herein, CSS Helpdesk stand-by rotations are not considered after-hours support and are not subject to the AHS Article. The County may assign additional hourly employees to CSS Standby with appropriate training and ten (10) days' prior notice; provided, that all such employees will be eligible to receive a County-provided cell phone. CSS Stand-by rotations shall be in one-week increments from Monday to Monday. Employees who are on any customer call, or while handling a major incident in the communication manager role, at or after 10:30 p.m. during their standby shift shall receive automatic approval to telework the following workday, with notification to their supervisor. For example, if an employee receives a customer call at 11:00 p.m. on Monday, and is scheduled to work on Tuesday, the employee shall be automatically approved to telework on Tuesday. The County shall reasonably consider any employee requests to adjust the start and end times of the telework to accommodate necessary rest. An example of such a request would be a request to adjust the start and end times back one (1) hour. When an employee on Customer Support Services (CSS) Helpdesk stand-by receives a call, it shall be considered a Technical Call Out paid at the contractual overtime rate for a minimum of fifteen (15) minutes.

ARTICLE 11: REDUCTION IN FORCE

Section 11.1. The terms of this Article apply only to King County career service employees.

Section 11.2. Pre-Layoff. When a reduction in force is anticipated, the County and the Union shall meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

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

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

It is acknowledged by the parties that a primary intent of the Joint Union Management Employee Development Committee, as outlined in Article 17, is to prepare employees for future employment opportunities in anticipation of a possible future reduction in force.

Section 11.3. Notice. When the elimination of a position shall result in an employee being laid off, the County shall provide written notice to the Union and the affected employee at least 30 calendar days prior to the effective date of the layoff. To the extent practicable, the County shall provide 90 days layoff notice to affected employees.

Section 11.4. Seniority Defined. For the purposes of this Article, seniority shall be determined by Benefits Service Date. "Benefits Service Date" shall be defined as, the most recent date of hire into a regular position, as backdated for any prior eligible service that ended no more than two years before reemployment, or other time period required by law. The Benefits Service Date is adjusted for unpaid leaves of absence, excluding unpaid family leave, that exceed 30 calendar days. In this context, eligible service means employment in a regular position; however, if an employee moves from a term-limited temporary position into a regular position with no break in service, employment in the term-limited temporary position will be included when establishing the Benefits Service Date.

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

Section 11.5. Layoff. The employee(s) who are laid off shall be the least senior employee(s) within the layoff group (see Section 7) who perform the body of work that has been identified for reduction. Management shall have legitimate business reason(s) for reducing or eliminating a body of work. The Union may request, and King County shall provide, in writing, the business reason(s)

behind a layoff. An employee identified for layoff shall be considered a "displaced employee" for purposes of exercising bumping rights.

Section 11.6. Bumping. A displaced employee may elect to exercise their bumping rights as described within this Section. Bumping shall not result in a promotion. An employee will have five (5) work days from the time of written notification of layoff to notify the County of their intent to exercise their bumping rights. The employee's decision to exercise their bumping rights must be in writing. An employee will forfeit their bumping rights if their written notice is not submitted within five (5) work days, unless the County agrees to a late filing of the notice. The County will, if it determines that there are warranting circumstances, accept a late filed notice from an employee. If a displaced employee refuses to accept a position the employee is eligible to bump into, that employee shall forfeit their bumping rights and be subject to layoff.

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

- **1.** The County shall provide a list of positions the employee is qualified for and can bump into.
- 2. The employee shall have (5) business days to indicate whether they will bump the least senior bargaining unit employee in the same classification specification that the displaced employee presently occupies. If the displaced employee does not meet the minimum qualifications for that position as described above, the next position considered shall be the next least senior employee in the same classification for which they are qualified for and so on. If the displaced employee is not placed in the same classification specification they presently occupy, proceed to the

1 next step.

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

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

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

Section 11.7. Layoff Groups. For the purposes of administering this Article, each department, the Office of Emergency Management, and the Business Resource Center shall be its own layoff group.

Section 11.8. Career Support Services. The County will provide career support services, including priority placement benefits, to eligible career service employees who are in receipt of a proposed or final layoff notice. These services shall be made available to all employees in the

ARTICLE 12: PROBATION

bargaining unit who are displaced, bumped, receive layoff notices, and to the extent practicable, to employees who have been identified as being at-risk of layoff.

Section 11.9. Obligation to Meet and Confer Concerning Reductions in Force. Upon request, the County and the Union shall meet and confer about the absorption of employee work that is necessitated by layoffs.

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

Section 11.10. Recall

A. Recall rights shall expire two (2) years from the date of layoff. Refusal to accept re-employment in a position with a lower salary range or with fewer working hours than the employee held at the time of layoff shall not be cause for removal from the recall list. Refusal to accept re-employment in a comparable position (same salary range and same FTE) will result in removal from the recall list. During the two-year recall period, the employee will retain specific recall rights to the position from which the employee was laid off regardless of whether the employee has accepted a different position with the County.

- **B**. When a laid off employee applies for, or is referred to, a bargaining unit position and such employee is unsuccessful in obtaining the position, the employee, upon his or her request, will be provided with a rationale for their non-selection, interview and test scores, and other documentation used to make the determination.
- C. An employee who is within two years from layoff will have their vacation leave accrual rate and any forfeited sick leave accruals restored.

Section 12.1. Labor Management Committee. When the LMC convenes, The County will share information about the newly created Term Limited Temporary IT positions, including a position description, anticipated duration, and date filled. The County will also share information about bargaining unit vacancies that the County does not intend to fill.

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

contained in the King County Personnel Guidelines.

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

Section 13.1. Unfair Labor Practice(s) Resolution. The parties agree that thirty (30) days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor Practice.

Section 12.2. Probationary Period. The length of an employee's probationary period shall

be six months and shall be considered at-will employment status. The County may extend an

employee's probation for up to twelve months total, in accordance with the County's Personnel

Guidelines. Consistent with the definition of "probationary employee" and "probationary period"

Section 13.2. Release time for grievance hearings. The County shall grant release time, with no loss in pay, to individual bargaining unit employee(s) to attend their own grievance and arbitration hearings.

ARTICLE 14: WORK ENVIRONMENT

Section 14.1. Office Space. The County shall attempt in good faith to resolve all office space issues relating to personal space, temperature, comfort and safety with the appropriate departments and agencies; however, the County's failure to satisfy an employee on these issues is not subject to the grievance procedure.

Section 14.2. Defense Against Claims. The County agrees to defend employees consistent with Section 2.21 of the King County Code.

Section 14.3. Intimidating or Bullying Behavior. The County and the Union recognize that King County has policies and procedures relating to workplace violence, including the Nondiscrimination, Anti-Harassment & Inappropriate Conduct Policy (2021-0012) as amended. Allegations of violations of this Article may be grieved in accordance with Article 38.2 of the CLA.

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However, the County and the Union also recognize that behavior which does not rise to the level of physical violence, or threat thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse impacts on individual employees, as well as the workplace in general.

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

ARTICLE 15: CLASSIFICATION

The County, upon request, shall furnish the Union with specific classification specifications or provide a link to classifications in the bargaining unit. The County and the Union, with a minimum of (14) calendar days' notice, shall meet to review proposed modifications and revisions to said specifications and will negotiate the resulting impacts.

ARTICLE 16: EMPLOYEE DEVELOPMENT

Section 16.1. The County and the Union agree that training and employee career development can be beneficial to both the County and the affected employee. Training, career development, and educational needs may be identified by both the County and by the employee. The parties recognize that employees are integral partners in managing their career development. The County is committed to providing employees with support and implementation of professional development opportunities, within the parameters of available resources.

Section 16.2. It is in the best interest of both parties to have a well-trained information technology workforce with skills that align with both current and future business and technology trends. To that end, the Joint Union Management Employee Development Committee shall meet to discuss topics that shall be agreed upon by the parties.

The Committee shall consist of six representatives of management and the Union. The

Committee shall convene at least quarterly or at the request of either party.

ARTICLE 17: LABOR-MANAGEMENT COMMITTEE

The County and the Union agree to establish Labor-Management Committees (LMC) as determined appropriate by each Department. The purpose of the LMC is to discuss matters of concern of either party. Meetings may be conducted monthly during regular business hours and employees shall participate on paid work time if they are regularly scheduled to work at the time of the Labor-Management Committee. Responsibility to coordinate meetings shall alternate between the parties.

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 18.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the division manager if the employee presents satisfactory reasons for their absence within three (3) calendar days of the date their automatic resignation became effective.

Section 18.2. Upon notification in writing by the County to the Union that any of its bargaining unit employees are engaged in a work stoppage, the Union shall immediately, in writing, order such employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

1	Section 18.3. Any employee who commits any act prohibited in this Section will be subject				
2	to the following action or penalties:				
3	A. Discharge.				
4	B. Suspension or other disciplinary action as may be applicable to such employee.				
5					
6	For Professional and Technical Employees, Local 17:				
7	— DocuSigned by:				
8	karen Estevenin				
9	Karen Estevenin Executive Director				
10					
11	Signed by:				
12	Regan McBride				
13	Regan McBride Union Representative				
14					
15	For King County:				
16	Signed by:				
17	Matthew Wood				
18	Matthew J. Wood				
19	Labor Relations Negotiator 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
7308200	737702	Business Systems Analyst	66
7308300	737802	Business Systems Analyst - Senior	69
7308400	737902	Business Systems Analyst - Principal	72
7309100	737301	Data Scientist	79
7309200	743701	Enterprise Architect	85
7309400	744001	ERP Application DBA	63
7309500	744101	ERP Application DBA - Senior	68
7309600	744201	ERP Application DBA - Principal	73
7309700	738501	ERP Software Developer	63
7309800	738601	ERP Software Developer - Senior	68
7309900	738701	ERP Software Developer - Principal	73
7322200	735202	GIS Specialist - Journey	60
7322300	735302	GIS Specialist - Senior	65
7120600	741201	IT Engineer	63
7120700	741301	IT Engineer - Senior	68
7120800	741401	IT Engineer - Principal	73
713700	741501	IT Production Engineer	63
713800	741601	IT Production Engineer - Senior	68
713900	741701	IT Production Engineer - Principal	73
7330100	736102	IT Project Administrator - Journey	58
7330200	736202	IT Project Administrator - Senior	63
7341900	716801	IT Project Manager	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
7312400	732602	Network Architect	72

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*			
7312200	732002	Network Engineer - Journey	62			
7312300	737102	Network Engineer - Senior	67			
7130400	742401	QA Engineer - Entry	55			
7130500	742501	QA Engineer	60			
7130600	742601	QA Engineer - Senior	65			
7327900	739801	Software Developer in Test (SDET)	65			
7309300	743801	Solutions Architect	79			
7313400	732902	Systems Architect	72			
7313200	732702	Systems Engineer - Journey	62			
7313300	732802	Systems Engineer - Senior	67			
7328100	738801	Technology Services Analyst	56			
7328200	738901	Technology Services Analyst - Senior	61			
7328300	738201	User Experience Designer	63			
7328400	738301	User Experience Designer - Senior	67			
7328500	738401	User Experience Designer - Principal	72			
* For Ranges refer to the King County Squared Salary Schedule, Steps 1-10 for each pay range.						

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ADDENDUM B

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

- 3. Bargaining unit employees who have not previously been subject to background investigations and who are performing work that requires a security clearance by DAJD or KCSO will be informed of the requirement to undergo a background check; such notification will be provided in writing at least fourteen (14) calendar days in advance of the performance of the first of the ongoing "background" checks on said employee. The employee's Union representative will receive a copy of said written notification.
- **4.** DAJD or KCSO will provide notice to the hiring department of its determination regarding each security clearance and the hiring department will make that information available to the employee.
- **5.** If the hiring department receives notice from DAJD or KCSO that an employee has failed to pass the background check and thus is denied the security clearance legally required to perform their job duties, said department will promptly notify both the employee and their Union representative of this determination.
- 6. The hiring department will then begin to discuss with the employee and their Union representative any possible alternatives to layoff. These alternatives may include opportunities within the department for reassignment or transfer to a position that does not require the security clearance. The goal of these discussions is to laterally place the employee into another position for which the employee in question is qualified. King County will make every reasonable effort to reach this goal. This will include, but is not limited to, an examination and discussion of any and all temporary positions in the department, as well as any vacant positions for which the employee believes they may qualify. If requested by the union, the discussion will also involve the possibility of an agreement to "Y" rate the employee's wage rate should the new position carry a lower wage.
- 7. Should the employee who failed to obtain the necessary clearance request to meet with DAJD or KCSO to discuss and review the reasons for the security clearance denial, the hiring department will help facilitate but will not attend such meeting. The reasons for the denial will be shared with the employee by King County and will be shared with the appropriate union representative at the request of the employee.

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

- 9. King County will not contest any claim for unemployment insurance benefits filed by an employee who is required to undergo a background check who then fails to obtain the necessary security clearance and job placement as outlined in this Addendum.
- 10. Nothing in this Addendum prevents the Union from filing a grievance under Article 26 of the CLA if the terms of this Addendum have not been met. This Agreement assumes, and the parties agree, that the necessary elements of "just cause" (as required by the CLA) are met by adherence to the terms of this Addendum.
- 11. Nothing in this Addendum waives the due process rights (e.g., Loudermill) of the employees covered by the terms of this Appendix.

MEMORANDUM OF AGREEMENT 1 BY AND BETWEEN KING COUNTY AND 2 PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17 3 INFORMATION TECHNOLOGY BARGAINING UNIT 4 SUBJECT: Department of Judicial Administration Performance Appraisal Scoring 5 WHEREAS, the parties have negotiated a collective bargaining agreement for the duration of 6 January 1, 2026 through December 31, 2028, and; 7 WHEREAS, the bargaining unit definition has been agreed to be: 8 All regular full-time, regular part-time, and term-limited temporary employees occupying 9 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 10 working conditions, excluding employees in the King County Department of Assessments. 11 and: 12 WHEREAS, PROTEC17 members that perform non-supervisor information technology jobs have been moved from other PROTEC17 bargaining units into the PROTEC17 - Information Technology 13 Bargaining Unit, and; 14 WHEREAS, the parties wish to make agreement for those employees moving into the Information 15 Technology Bargaining Unit. 16 **THEREFORE**, the parties agree that members of the PROTEC17 Information Technology Bargaining Unit that work for the Department of Judicial Administration ("DJA") shall observe the 17 following performance appraisal score ranges in lieu of those specified in Article 9.2.C of this Appendix. 18 • "Standard" or "Satisfactory" shall be a score between 2.50 - 3.49 19 • "Above Standard" shall be a score between 3.50 - 3.74 • "Outstanding" shall be a score between 3.75 - 5.0 20 21 Other than the score ranges specified above, all other parts of Article 9 of the Appendix apply to all bargaining unit members that work for DJA. 22 23 24 25 26 27 28

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For Professional and Technical Employees, Local 17: Regan McBride Regan McBride Union Representative, PROTEC17 For King County: Signed by: Matthew Wood Matthew J. Wood, Labor Negotiator Office of Labor Relations, **Executive Office**

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Memorandum of Agreement 1 By and Between 2 **King County** 3 and 4 **Professional and Technical Employees, Local 17** 5 **Information Technology** 6 and 7 Department of King County Information Technology, 8 **Executive Branch Departments; Department of Executive Services** 9 10 Subject: Career Path Classification Project (CP2) reclassification appeal process 11 12 This Memorandum of Agreement (Agreement) is entered into by and between King County (the County). Professional and Technical Employees, Local 17 (PROTEC17), 13 14 **Background:** 15 King County, PROTEC17 are parties to the Coalition Labor Agreement (CLA) between King 16 County and the King County Coalition of Unions, effective January 1, 2026, through December 31, 17 2028. 18 PROTEC17 represents the Information Technology (non-supervisor) bargaining unit, which represents approximately 311 employees. 19 20 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 21 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 22 or hourly basis, pursuant to the Federal Fair Labor Standards Act, for the new and updated classifications. 23 24 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 25 of this negotiated appeal process entirely and follow the non-represented classification determination process. 26 27 28

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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 CLA, Article 14, which, as modified, is fully described as follows:
 - **a.** Article 14.1.1 of the CLA shall not apply.
 - **b.** Article 14.1.2 of the CLA 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 Labor 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. The decision of the panel shall be considered a "previous classification determination" for purposes of Article 14.1.1.B. of the CLA 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: Regan McBride Regan McBride Union Representative For King County: -Signed by: Matthew Wood Matthew J. Wood Labor Relations Negotiator Office of Labor Relations, Executive Office

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