

Coalition Labor Agreement (CLA) - Appendix for 046
Agreement Between
King County
And
PROTEC17
Representing Professional & Technical Employees in the
Departments of Local Services (Department Director’s Office and Roads Division) and
Executive Services (Airport and Fleet Divisions)

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**AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROTEC17
REPRESENTING PROFESSIONAL & TECHNICAL EMPLOYEES
IN THE
DEPARTMENTS OF LOCAL SERVICES AND EXECUTIVE SERVICES**

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit's employees as follows:

Section 1.1 The Preamble in its entirety

Section 1.2 All superseding and non-superseding provisions, unless otherwise noted in this Appendix or the CLA

Section 1.3 The following non-superseding provisions do not apply to this bargaining unit:

- CLA Article 43 After Hours Support

ARTICLE 2: UNION RECOGNITION

2.1. Recognition. The County recognizes the Union as the exclusive representative of full time regular, part time regular, probationary and Term-Limited Temporary employees in the Department of Local Services (Roads Division and Director's Office) and Department of Executive Services (Airport and Fleet Divisions) for all classifications listed in the attached Addendum A (Planning Unit) and Addendum B (Professional Unit).

ARTICLE 3: 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, including, but not limited to, the right to manage the work of employees, schedule overtime work, to suspend or terminate for just cause, transfer, evaluate employees; to determine and implement methods, means and assignments, establish classifications and select personnel by which operations are to be conducted, including staffing levels and initiate, prepare, modify and administer the budget.

ARTICLE 4: HOLIDAY ADMINISTRATION

4.1. Alternate work schedules.

A. Hourly employees on alternative work schedules/flextime (working four days in five, or nine days in ten) who take holiday time off in excess of 8 hours of holiday provided, and who do not adjust their work schedules shall be paid in accordance with CLA Article 10.3.

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

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

ARTICLE 5: VACATION ADMINISTRATION

FLSA exempt employees may use vacation leave in increments of not less than one (1) day. FLSA non-exempt employees may use vacation leave in one-half (1/2) hour increments, at the discretion of the appointing authority.

ARTICLE 6: OTHER LEAVES

6.1. Authorized leave due to inclement weather or safety concerns.

A. Where a department director officially closes operations in their department because of adverse weather conditions, or orders employees to leave the premises because of safety

concerns, all non-mission critical and non-first responder employees who are scheduled to work will be paid for the normally scheduled work day. This applies to affected overtime exempt as well as hourly employees. Only hours actually worked will be used to determine overtime eligibility for the week.

1. Employees who previously request and have been approved for time off (e.g., vacation or sick leave, compensatory time-off, leaves of absence) will have hours deducted from their accruals as approved.

2. First Responder and Mission Critical employees who are scheduled to work but do not because of adverse weather conditions may use accrued vacation or comp time (hourly employees) or accrued vacation or executive leave (FLSA exempt employees), or the time will be charged as leave-without-pay for the scheduled work day. A department director or designee shall make the determination as to which employees are designated as first responder or mission critical and, consequently, which employees are required to report for work despite emergency conditions.

B. Where a department, office or facility remains open but weather conditions prevent an employee from reporting to work, the following will apply:

1. The employee will notify their supervisor as soon as possible.

2. The employee may request, and the supervisor may approve, the use of compensatory time, vacation time, or leave without pay to cover absences due to inclement weather. Sick leave may not be used to cover absences due to inclement weather.

6.2. Executive leave. The nature of the work of many employees represented by this Appendix sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. FLSA-exempt employees shall receive three (3) days (24 hours) of Executive leave per year and may be eligible for up to ten (10) days (or 80 hours total) pursuant to the Executive Leave policy and at the discretion of the Department Director or designee. Executive leave must be used in the payroll year it was granted and cannot be carried into the next payroll year or cashed out.

ARTICLE 7: PAY PRACTICES

7.1. Salary schedule. Step progression and placement will be on the even-numbered steps of the County's Ten Step Squared Pay Schedule. Employees will be paid at the ranges set out in Addendum A and Addendum B.

A. All new employees shall be hired in at Step 2 or a higher even-numbered step at management's discretion.

B. Career Service employees shall progress on January 1st of each year provided they have completed their probationary period.

C. Term Limited Temporary employees may progress to the next even-numbered step on the employee's anniversary date at management's discretion.

7.2. Merit over the top (step) pay. Merit over the Top Pay will be as provided under KCC 3.15.020 and the applicable procedures under the Performance Appraisal and Merit Pay System, as amended. An employee's performance rating and a decision to grant a merit over the top increase is not subject to the grievance and arbitration provisions of Article 26 of the CLA. Employees shall be evaluated in a merit pool of one. Employees may appeal their performance evaluations as per the Performance and Appraisal Merit Pay System Guidelines.

7.3. Probation. The length of an employee's probation shall be six (6) months. The County can extend an employee's probation up to an additional six (6) months (for a maximum 12-month probation) with notice to the Union. Consistent with the definition of "probationary employee" and "probationary period" contained in the King County Personnel Guidelines, during probation, an employee is "at will" and probationary terminations are not subject to the grievance and arbitration provisions of this Agreement.

7.4. Probation On Promotion. Career service employees who have successfully completed their probation period in their current classification and are promoted to another classification will serve a probationary period of at least six (6) months, but not to exceed 12 months.

A. An employee who does not satisfactorily complete the probationary period based on their job performance in the promoted position may request to be reverted to their prior position, or substantially similar position in the classification, as determined by the County in their department,

1 if there is a vacant position, as determined by the County, or the vacant position is filled by a short-
2 term temporary employee. An employee who is separated due to misconduct or other reasons that do
3 not relate their job performance shall not be considered for reversion.

4 **7.5. Lead Worker Pay.** It is understood by the County and the Union that an employee may
5 be assigned in writing by the division manager or designee as a lead worker. The written notice shall
6 state the beginning and end date of the assignment.

7 For purposes of this article, a lead worker is one who assigns, schedules, directs and checks
8 the work of others, who may be in the same classification as the lead worker. Compensation for a
9 lead worker will be a five percent (5%) increase above the employee's current rate of pay, for all time
10 spent while so assigned. An employee will continue to receive step increases according to the Salary
11 Schedule for their position. If the lead worker's current rate of pay includes merit pay above Step 10
12 of the employee's current pay range, the compensation for work as a lead worker will be based on the
13 merit pay rate.

14 **ARTICLE 8: HOURS OF WORK AND OVERTIME**

15 **8.1. Work Week.** For employees who are overtime eligible the standard work week shall
16 consist of between thirty-five (35) to forty (40) hours within a seven (7) consecutive day period,
17 exclusive of lunch periods. The parties agree the County will not require modification of an
18 employee's schedule to avoid overtime.

19 **8.2. Alternative Work Schedules and Telecommuting.** Alternative work schedules and
20 telecommuting schedules may be established in accordance with King County Policy, as amended.
21 The County and the Union agree that alternative work schedules and telecommuting schedules may
22 be established that are mutually agreed upon. When a supervisor establishes a schedule change or
23 determines how to respond to an employee request for an alternative work schedule and
24 telecommuting schedule, the supervisor must consider information provided about the employee's
25 child care, other family and transportation needs in making the decision. Alternative Work Schedules
26 and telecommuting schedules may be cancelled by either the Division or the Employee working the
27 schedule with at least 14 days' notice and consideration of any work project deadlines/due dates. If
28

1 either party doesn't agree with the change either party may appeal to the Division director or
2 designee and that decision will be final and not grievable by either party.

3 **8.3. Contractual Weekly Overtime.** Contractual Weekly Overtime shall be paid to
4 employees for all hours worked in excess of forty (40) hours per FLSA workweek at the Contractual
5 Overtime Rate in effect at the time the overtime is performed.

6 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half
7 times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum
8 A or B wage tables plus any applicable hourly pay premiums in effect at the time the overtime is
9 worked that are contractually required to be included when calculating the Contractual Overtime
10 Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours
11 worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

12 **8.4. Compensatory Time.** Overtime may be paid as compensatory time at the rate of time
13 and one-half, if requested by the employee and approved by the supervisor, pursuant to County
14 policy. The compensatory time is capped at 80 hours.

15 A. Compensatory time must be used during the calendar year in which it is accrued
16 unless this is not feasible due to work demands. The employee may then request, and the department
17 director may approve, the carry-over of a maximum of 40 hours of accrued compensatory time.

18 B. Employees will be paid, in the pay period that includes December 31, for all
19 accrued compensatory time not carried over into the following year.

20 C. Compensatory hours that have been carried over must be used within the first
21 quarter of the new year or will be cashed out in the pay period that includes March 31.

22 **8.5. FLSA Exempt.** Employees exempt from the Federal Fair Labor Standards Act are
23 covered under King County Executive Leave policy, as amended and are expected to work the hours
24 necessary to perform their jobs. It is understood by the County and the Union that FLSA exempt
25 employees will be treated in accordance with applicable wage and hour laws.

ARTICLE 9: MISCELLANEOUS

9.1. Unfair Labor Practice. The County and the Union 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.

9.2. Tuition Reimbursement. An employee may receive up to 50% tuition reimbursement for successful completion of continuing education classes. To be eligible for tuition reimbursement:

A. The employee must have worked for the County for the previous twelve (12) months.

B. The employee must obtain prior approval from their supervisor and the Division Manager; if approved, the manager will indicate the amount of reimbursement for which the employee is eligible.

C. In the opinion of the employee's supervisor and the Division manager, the course will increase the employee's competence, growth, effectiveness in their present position and/or prepare the employee for future promotional opportunities.

D. The employee must receive a grade of "C" or better. When the course does not require a formal system of grading, an official record of satisfactory completion from the institution must be submitted.

Tuition reimbursement is limited to tuition, laboratory fees and textbooks. All fees, expenses are paid by the employee. The decision to provide any reimbursement or initial course approval rests solely with the Division Manager.

9.3. Technological Changes. The effects of County implementation of new technologies that affect working conditions, wages, and hours of work will be negotiated with the Union.

9.4. Airport Duty Managers.

A. Membership Fees. The County will pay the basic annual membership dues to the American Association of Airport Executives (AAAE) for career service ADMs and the Airport Duty Operations Manager (the latter is currently classified as a PPM IV).

B. Schedule Changes. Management will make a good faith effort to notify ADMs and the Airport Duty Operations Manager of any normal/regular schedule change at least thirty (30) days in advance. If a 30-day notice is not possible, management will provide employees with as much advance notice as possible. The 30-day notice is not applicable to unexpected employee absences, natural disasters or other emergent situations.

C. Holiday Bank for Salaried Employees in Airport Duty Manager role.

Employees required to work on a holiday will receive their normal pay for hours worked on the holiday, and vacation hours added to their vacation bank equivalent to the regularly scheduled hours (e.g., 8 regularly scheduled hours or 10 regularly scheduled hours) per holiday worked. Part-time employees will receive pro-rated hours (e.g., an employee with a 20-hour a week work schedule, who normally works 4 hours a day, will receive 4 hours of vacation).

Employees that have a regular day off that falls on a holiday will receive vacation hours added to their vacation bank equivalent to the regularly scheduled hours (e.g., 8 regularly scheduled hours or 10 regularly scheduled hours) for the holiday that falls on their regular day off. Prior to this Agreement, an employee could not exceed 5 days of holiday time in their holiday accrual bank year to year . Therefore, effective upon implementation of this Agreement, employees with any remaining holiday bank hours, up to the maximum 5 days, may use such existing holiday bank hours through the pay period that includes September 30, 2026. Any amount of holiday bank hours following the pay period that includes September 30, 2026 shall be forfeited.

ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION

10.1. Penalty. 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 Appendix 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

1 a work stoppage if any of the above activities have occurred. Being absent without authorized leave
2 shall be considered as an automatic resignation. Such a resignation may be rescinded by the division
3 manager if the employee presents satisfactory reasons for their absence within three (3) calendar days
4 of the date that the automatic resignation became effective.

5 **10.2. Union Responsibility.** Upon notification in writing by the County to the Union that
6 any of its representation eligible members are engaged in a work stoppage, the Union shall
7 immediately, in writing, order such employees to immediately cease engaging in such work stoppage
8 and provide the County with a copy of such order. In addition, if requested by the County a
9 responsible official of the Union shall publicly order such Union employees to cease engaging in
10 such a work stoppage.

11 **10.3. Consequences.** Any employee who commits any act prohibited in this section will be
12 subject in accord with the County's Work Rules to the following action or penalties:

13 A. Discharge.

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

16 **ARTICLE 11: OFF DUTY ACTIVITIES AND EMPLOYEE FILES**

17 **11.1. Off Duty Activities.** The off-duty activities of employees shall not be cause for
18 disciplinary action unless said activities are detrimental to the employee's work performance or to the
19 agency.

20 **11.2. Employee Files.** The employee and/or representative may examine the employee's
21 personnel file(s) if the employee so authorizes in writing. Material placed into the employee's
22 files(s) relating to job performance shall be brought to the employee's attention. The employee shall
23 have the right to insert documentation into the file(s) that responds to said material. Unauthorized
24 persons shall not have access to employee files or other personal data relating to their employment
25 except as required by law.
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27
28

ARTICLE 12: LABOR MANAGEMENT COMMITTEE

The County and the Union agree to establish a joint labor-management committee (LMC) for the purpose of discussing matters or concerns of either party. Grievances, unfair labor practices, lawsuits and disciplinary matters are not subjects for discussion for the LMC. The County and the Union also understand that the LMC is not a substitute for bargaining and has no authority to amend the contract. Meetings will be held at least quarterly unless mutually agreed otherwise. The party requesting the meeting will be responsible for coordinating the meeting. The Union and County will co-chair the meeting and will determine the appropriate participants, not to exceed six (6) for either party.

ARTICLE 13: SENIORITY AND LAYOFF/RECALL

13.1. Seniority. Seniority will accrue for all service time in the classification covered by this Appendix.

A. Employees appointed to a position covered by this Appendix after the date of signing shall accrue seniority from the date of appointment

B. An employee who leaves the bargaining unit for any reason (except termination for just cause) shall retain their layoff seniority in the bargaining unit covered by this contract for one year. If the absence is for educational purposes, seniority will be reinstated if the employee returns to the bargaining unit within two (2) years.

C. Employees from the PTE Local 17 Transit Professional and Technical Unit will retain their seniority should they move into a position within the Planning Unit covered by this Appendix.

13.2. Notice to Union. When the elimination of a position will result in an employee being laid off, the County will provide written notice to the Union and the affected employee(s) at least sixty (60) calendar days prior to the effective date of the layoff.

13.3. Order of Layoff. In the event of a reduction in force, layoffs shall be by position. The position(s) to be eliminated will be at the sole discretion of management.

13.4. Placement in Vacancy. Upon request, the County and the Union will meet and jointly

endeavor to find ways to minimize, or eliminate, the number of employees who must be laid off. The County will attempt to place an employee scheduled for layoff in an available vacant position within the County if they meet the minimum qualifications. If there is more than one available position which the employee is qualified, the County will consider the employee's preference for making the placement. The employee may decline placement into a different classification and elect to bump as described in Section 13.5.

13.5. Bumping. A career service employee who is not placed as described under Section 13.4, may elect to bump the employee with the least seniority within the same classification series within their layoff group, provided they meet the minimum knowledge, skills, and ability to do the job of the employee to be bumped. The employee must notify the designated County representative of their wish to exercise the bumping option within five (5) working days after receiving the layoff notice. The employee who wishes to bump must have more seniority than the employee to be bumped.

Layoff groups: Fleet Administration Division, Airport Division, Roads Services Division, and DLS Director's Office. The order of bumping will be as follows:

A. The first option will be the least senior employee in the laid off employee's job classification, within the same layoff group. If the laid off employee does not meet the minimum knowledge, skills, and abilities to perform the job assignments of the least senior, the employee may bump the next least senior in the job classification within the layoff group, provided the employee meets minimum knowledge, skills, and abilities to perform the job assignments.

B. Bumping shall not result in a promotion.

C. If there is more than one employee who is being laid off at one time, the order of bumping starts with the most senior employee.

D. An employee may bump the least senior employee in a lower classification within their same classification series and within their layoff group if the employee meets the minimum knowledge, skills, and ability to do the job, if there is no bumping option in the laid off employee's same job classification. In the event that the laid off employee does not meet the minimum knowledge, skills and abilities to perform the job assignments of the least senior, the employee may

bump the next least senior provided the employee meets the minimum knowledge, skills and abilities.

E. If an employee is deemed qualified to bump into a position as provided in this Section, and does not exercise the option to bump, the employee will forgo the right to bump.

13.6. Recall. All bargaining unit employees who are laid off, whose hours of work are reduced involuntarily, or who accept a position in a classification in the series with a lower pay range in lieu of layoff, shall be placed on a bargaining unit recall list for two years from the date of layoff. Recall to the job classification held at the time of layoff shall be by seniority pursuant to Section 1 of this Article. A laid off employee will be removed from the recall list after the expiration of two years from the date of layoff, or if the employee does not accept re-employment within the bargaining unit in a similar position/job classification previously held, except for bona fide reasons. 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.

13.7. Unsuccessful Placement. When a laid-off employee applies for, or is referred to, a position and such employee is unsuccessful in obtaining the position, the employee will be provided with the rationale for non-selection, interview and test scores, and any other documentation used to make the determination.

13.8. Reinstatement. An employee who is recalled from layoff within two years will have all unpaid sick leave balances; bargaining unit classification seniority and vacation leave accrual rates restored.

13.9. Priority Placement. The County will provide Priority Placement services for employees who have been notified of their impending layoff and who have not yet been placed into another comparable County position.

ARTICLE 14: UNION REPRESENTATION

14.1. Union Representative Visits. Authorized representatives of the Union may, after notifying the Department/Division official in charge, visit the work location of employees covered by this Appendix at any reasonable time, but shall not conduct Union business on County time.

14.2. Union Representative Access. Authorized representatives of the Union may have

reasonable access to its members in County facilities for transmittal of information or representation purposes before or after work (without accrual of Overtime) and during lunch breaks or other regular breaks as long as the work of the County employees and services to the public are unimpaired.

14.3. Shop Stewards. The Union shall have the right to appoint shop stewards where its bargaining unit eligible employees are employed under the terms of this Appendix.

14.4. Employee Rights. It shall be a violation of this Appendix to directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

ARTICLE 15: LATERAL TRANSFER

15.1. Prior to the initiation of any competitive process to fill a vacant bargaining unit position, regular employees of the bargaining unit and Division holding the same classification as that of the vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral transfers shall be accomplished pursuant to the following procedure:

A. Notification of the vacancy shall be provided to all regular bargaining unit employees whose classification and Division is the same as that of the vacant position and thus eligible for lateral transfer considerations. Notification to bargaining unit employees will be via the Public Folder accessed through the King County e-mail system and posted on the designated Local 17 bulletin boards.

B. Eligible regular employees expressing interest in a lateral transfer shall be interviewed by the manager/designee.

C. If none of the interested eligible regular employees are selected for lateral transfer, the position will be filled through the County's hiring processes.

D. Interested eligible regular employees who are not selected through the lateral transfer process may apply for the position during the competitive examination process.

15.2. Nothing in this Appendix restricts the manager/designee from transferring an employee to another work unit within the department to meet business needs.

1 For Professional and Technical Employees, Local 17:

2 DocuSigned by:

3 

4 F9FA04DE2B4B46C...

5 Karen Estevenin, Executive Director

6 Signed by:

7 

8 61A2DF77B7254A8...

9 Regan McBride

10 Union Representative

11 For King County:

12 Signed by:

13 

14 AECE2A82BC144D6...

15 Matthew J. Wood,

16 Labor Relations Negotiator

17 Office of Labor Relations, Executive Office

cba Code: 046**Union Code(s): C7, C7A, C7B****ADDENDUM A****PLANNING UNIT CLASSIFICATIONS AND PAY RANGES**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range on Squared Salary Plan
2421100	241603	Transportation Planner I	53
2421200	241706	Transportation Planner II	58
2421300	241803	Transportation Planner III	63
2421400	241906	Transportation Planner IV	68
2501100	252106	Communications Specialist I	51
2501200	252212	Communications Specialist II	54
2501300	252310	Communications Specialist III	58
2501400	252407	Communications Specialist IV	64
2230500	223704	Customer Services Administrator	68
2216100	225702	Grant Specialist	52
2216200	225802	Grant Analyst	56
2216300	225902	Grant Administrator	65
2217100	226002	Grant Supervisor	68
7222300	723604	Photographer - Lead	54

cba Code: 046**Union Code(s): C7, C7A, C7B****ADDENDUM B****PROFESSIONAL UNIT CLASSIFICATIONS AND PAY RANGES**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range on Squared Salary Plan
2810000	281104	Administrative Staff Assistant	49
2810100	281211	Administrator I	50
2810200	281311	Administrator II	56
2810300	281411	Administrator III	63
2810400	281511	Administrator IV	68
9341100	935101	Airport Duty Manager	63
2811100	286104	Business Analyst (Roads Division)	63
2811200	286204	Business Analyst - Senior	68
2131100	214103	Business and Finance Officer I	53
2131200	214202	Business and Finance Officer II	58
2131300	214306	Business and Finance Officer III	62
2131400	214408	Business and Finance Officer IV	67
7114600	712605	Capital Project Manager IV	69
7319200	734209	Database Specialist - Journey	55
7319300	734310	Database Specialist - Senior	60
7319400	734409	Database Specialist - Master	65
2441100	243105	Project/Program Manager I	53
2441200	243204	Project/Program Manager II	58
2441300	243308	Project/Program Manager III	63
2441400	243402	Project/Program Manager IV	68
2243100	225307	Records Management Specialist – DLS-Roads	48