

SectionCoalition Labor Agreement (CLA) - Appendix for 448
Agreement Between King County
And
PROTEC17
Professional and Technical Employees, Local 17
Department of Community & Human Services

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AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES

Section 1.1. Recognition. The Employer hereby recognizes the Union as the exclusive bargaining representative, pursuant to Public Employees Relations Commission Decisions 13156-A (PECB, 2020) and Decision 13302-A (PECB, 2021):

All full-time and regular part-time nonsupervisory employees in the Project Program Manager, Communications Specialist, Educator Consultant, Statistician, and Engineer job series who work for the King County Department of Community & Human Services in the following divisions: Performance, Measurement & Evaluation; All Home; Adult Services; Housing, Homelessness & Community Development; Director's Office; Developmental Disabilities & Early Childhood Development; and Children, Youth & Young Adult Services. Also including all full-time and regular part-time nonsupervisory employees in the Business & Financial Officer job series in the King County Department of Community and Human Services (excluding employees in the Business and Finance Section). Excluding statutory supervisors, confidential employees, employees in other bargaining units, and all other employees.

Additionally, the County recognizes the Union as the exclusive bargaining representative, pursuant to MOU 448VR0123:

all full-time, regular parttime, and temporary employees in King County's Department of Community and Human Services in the following classifications: Data Evaluation Manager,

Human Services Data Scientist – Associate, Human Services Data Scientist, Human Services Data Scientist – Senior, Data Engineer – Associate, Data Engineer, Data Engineer – Senior, Evaluator – Associate, Evaluator, Evaluator – Senior; excluding statutory supervisors, confidential employees, and all other employees.

Section 1.4. Bargaining Unit List. Once each calendar year in September and upon request, the County will provide the Union with a current listing of all employees within the bargaining units. The list shall include the name of the employee, the employees’ classification, and seniority within the bargaining unit, seniority within the employees’ current classification, classification date, division, job location, and salary.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

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

Section 2.1. The Preamble in its entirety.

Section 2.2. All Superseding and non-superseding provisions of the CLA, with the exception of the following non-superseding provision: Article 43: After Hours Support.

ARTICLE 3: EMPLOYEE RIGHTS

Section 3.1. Off-duty Activities. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee’s work performance or the program or image of the Department and/or County.

Section 3.2. Personnel Files. The employees covered by this Agreement may examine their personnel files in the Department’s Human Resources Office in the presence of the Department of Community and Human Services Human Resources Manager or a designee. No other personnel files will be recognized by the County or the Union except that supportive documents from other files may be used and it is understood that supervisors may maintain working supervisory files. The parties agree that any item placed in an employee’s personnel file shall be accurate, related to employment, and in compliance with DHR policy regarding personnel file materials.. The employee shall have the right to add a written rebuttal statement from their perspective into their personnel file.

1 **Section 3.3. Representation.** An employee will be afforded union representation consistent
2 with the law under *Weingarten*. If the employer schedules an investigatory meeting with an employee
3 that they believe could lead to discipline of that employee, the County shall inform the employee and
4 provide sufficient time for the employee to secure representation should they choose to. Employees
5 may seek advice from their union stewards or union representatives about their *Weingarten* rights.

6 **Section 3.4. Performance Standards.** An employee's supervisor should communicate
7 performance standards at the time of hire, with any change in job duties, and as appropriate. All
8 performance standards shall be equitably applied to all employees and have a nexus to the work
9 assigned.

10 **Section 3.5. Written Policies.** When DCHS changes existing policies or or implements a
11 new policy that impacts working conditions, it will provide notice and a copy of the policy to the
12 union

13 **ARTICLE 4: MANAGEMENT RIGHTS**

14 The Union recognizes the prerogatives of the County to operate and manage its affairs in all
15 respects in accordance with its responsibilities and powers of authority and to direct the workforce
16 except as may be limited by the express provisions of this Agreement. Such functions of the County
17 include, but are not limited to, determining the mission, budget, organization, number of employees,
18 and internal security practices of the Department; recruiting, examining, evaluating, promoting,
19 training, transferring employees, and determining the time and methods of such action; disciplining,
20 suspending, demoting, or dismissing regular employees for just cause; assigning and directing the
21 work force; developing and modifying class specifications; determining the method, materials, and
22 tools to accomplish the work; establishing reasonable work rules; assigning the hours of work;
23 determining work locations; and the right to take whatever actions may be necessary to carry out the
24 Department's mission in case of emergency.

ARTICLE 5: PROBATION PERIOD, PERFORMANCE EVALUATIONS AND APPEALS

Section 5.1. Probation and Trial Service Period

A. Initial Probation Period: Except as provided in Section E below, new employees hired into a career service position shall serve a six (6)-month probationary period of employment. (This includes transfers from outside of the department.)

B. Probation Period/Promoted Employee: All employees who are promoted serve a six (6)-month trial service period from the date of promotion Per subsection G below.

C. Gaps in Employment During Probation/Trial Service Period. Occasional absences due to illness, vacations, and military leaves shall not result in an extension of the probationary or trial service period. The Department Director or designee, may extend an employee's probation or trial service period so as to include the equivalent of a full six (6) months of actual service where there are numerous absences.

D. The probation/trial service period shall provide the Department with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

E. An employee's initial probation/trial service period may be extended up to six (6) additional months subject to approval by the County prior to the expiration of the initial six (6)-month probation period.

F. Probation Period/Dismissal. Probationary employees are considered at-will employees and may be terminated without recourse to the just cause provisions or the grievance procedures in the CLA. The County will send a copy of the dismissal to the Union. The employee shall not be entitled to reinstatement.

G. Trial Service Period. All regular employees promoted or transferred to a

different classification within the bargaining unit(s) shall serve a six (6) month trial service period. An employee who does not successfully complete the trial service period in a position to which they had been promoted or transferred may be restored to their former position provided the position number is vacant and available or filled by an SDA or STT. Additionally, if there is another vacancy in the employee's prior job classification, DCHS job description (practice area), and division from where the employee came, then the County may, at its sole discretion, place the employee into that open position. If an employee cannot be restored to their former classification, they shall be eligible for recall rights per section 13.6.

Section 5.2. Performance Evaluation.

- A.** Career service employees shall be evaluated at least once during their probation period and once a year thereafter. Such evaluations may be used to determine acceptable performance levels, prepare work schedules, discuss employee development plans and to measure the performance of each career service employee or group of employees. During the probationary process and within the probation period, the County shall provide clear and concise information and direction at regular intervals to all employees regardless of their employment status.
- B.** Term limited temporary employees will receive performance evaluations at least annually. If the County substantively changes performance evaluations, the union shall receive notice and an opportunity to bargain to the extent required by labor law.
- C. Appeals to Performance Evaluations.** . In accordance with Section 15.3. of the King County Personnel Guidelines, as amended, the following appeal process option shall be provided.

i Within ten (10) working days after a copy of the performance appraisal form is given to the employee, the employee may request additional review and consideration by their division director (or, where the employee's supervisor is the division director, the department director). The employee should prepare a written request, which includes the following elements:

- Identify the appraisal by date, the name of the evaluator, and the date the appraisal was received.
- Specify the ratings or comments that the employee believes are incorrect.
- State the ratings or comments the employee believes should be made on the appraisal.
- Give facts substantiating each change requested.
- Keep a copy of the written request and send the original to the division (or department) director.

ii Upon receiving the request, the division (or department) director will have (15) calendar days to meet with the employee. The division (or department) director will either sustain or change the performance appraisal, and notify the employee of the decision in writing. In case of a change to the appraisal, a copy of the revised appraisal is to be included with the decision.

iii In the event that the issue is not resolved by the division director, the employee may, within (15) calendar days of the meeting with the division director, meet with the department director, who will notify the employee of the decision in writing. The department director's decision to sustain or change the performance appraisal will be final.

iv Employees may include a rebuttal statement to a performance evaluation or appeal decision.

D. Management's Rights Relating to Performance Evaluation. Notwithstanding the provisions in paragraphs A, B and C of this section, the Union recognizes the County's and the Department's right to establish and/or revise the Department's performance evaluation system. In establishing new and/or revising the

performance evaluation system, the Department shall, prior to implementation, discuss said changes in a Labor/Management meeting.

ARTICLE 6: STRIKES AND LOCKOUTS PROHIBITED

The County, Department, and Union agree that the public interest requires the efficient and uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall not cause any work stoppage, strike, slowdown, or other interference with County and/or Department functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strike, slowdown, or other interference with County and/or Department functions for the term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the County and/or Department, including but not limited to, the recovery of any financial losses suffered by the County and/or Department. The County shall not institute any lockout of its employees.

ARTICLE 7: WAGE STEPS

Section 7.1. Step Progression. Regular Career Service employees who start at step 1 shall advance from step 1 to step 2 upon successful completion of their probationary period. Thereafter, regular Career Service employees shall receive a one-step increase annually effective January 1 until they reach the top step of the range. Regular career service employees hired above step 1 do not receive a step increase after completion of probation, but will be eligible to progress to the next step annually on January 1. A new employee who has not successfully completed probation by September 30 will not be entitled to an annual step increase on January 1.

TLT employees are eligible for step increases pursuant to the Contingent Worker Manual, not this Agreement. If an employee is in a TLT assignment where the position has been extended, the initial date of hire into that position will be used for determining the employee's anniversary date for step increases.

Short-Term Temporary Employees are not eligible for step increases.

Section 7.2. Step Progression - Exception. All employees shall progress automatically up the steps of the King County Square Table pursuant to Article 29.4 of the CLA. At the time of ratification of the first collective bargaining agreement for this bargaining unit, the bargaining unit was eligible for Merit Over the Top (MOT) pursuant to KCC 3.15.020 and the applicable County-wide procedures under the Performance Appraisal and Merit Pay Systems Manual, as amended; however, new employees are not eligible for MOT. The employees who were members of this bargaining unit on the effective date of implementation of this Agreement shall continue to be eligible to earn MOT pay per KCC 3.15 020 and the applicable County-wide procedures under the Executive Branch Performance Appraisal and Merit Pay System Guidelines based on outstanding performance while in their current job classification until the employee vacates the bargaining unit for any reason. If the employee is selected for a Special Duty position, this shall not be considered vacating their bargaining unit for purposes of this exception. [See Coalition Labor Agreement 15.4(B) for applicable rules concerning pay calculation in this circumstance].

Section 7.3. Pay Upon Promotion. Employee pay shall be increased consistent with King County Code 3.15.130, as amended.

Section 7.4. Pay Upon Demotion. Employee pay will be reduced to the same step in the lower pay range of the classification in which the employee demotes.

Section 7.5. Working Out of Class and Special Duty Assignment. Full-time or part-time employees who are asked by the County to perform duties of a higher classification shall be entitled to out of class pay for short-term periods and special duty pay for long-term periods, pursuant to the CLA.

ARTICLE 8: ANNUAL VACATION

Vacation leave benefits shall be provided pursuant to the CLA Article 35, except as modified below.

Section 8.1. Cancellation of Vacation. In the event that the Department cancels an

employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum pursuant to King County's Vacation Carryover or Forfeiture policy, as amended.

Section 8.2. Vacation Scheduling. The County shall approve vacation time for employees on such schedules as will least interfere with the functions of the Department but which accommodate the desires of the employee to the greatest degree feasible.

ARTICLE 9: HOLIDAYS

Holiday leave benefits shall be provided pursuant to the CLA Article 10, except as provided below.

Section 9.1. Proration of Paid Holiday for Part-time Employees. A regular part-time employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon their FTE status.

ARTICLE 10: EXECUTIVE LEAVE

Benefit eligible salaried employees may be granted up to 10 days of Executive Leave per calendar year in accordance with Executive Policy 2021-0010, as amended. There will be no cash-out or carryover of unused Executive Leave to the following calendar year. The County shall apply principles of equity when making discretionary awards of Executive Leave under the Policy.

ARTICLE 11: UNION REPRESENTATIVES

Section 11.1. Visitation. Representatives of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of conducting union business. Department work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 11.2. Union Stewards. On a regular basis, the Union will notify DCHS Human Resources of the names of employees that it has designated as shop stewards. The union shall also notify of DCHS Human Resources of any changes to this list. Authorized representatives of the

Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes, as long as notice is provided by the union, and approval is provided to the appropriate County supervisor(s). The work of the county employees, facilities, and services to the public should be unimpaired when access is permitted during work hours. Stewards, with notice to their supervisor, will be allowed reasonable time to perform their representational duties (e.g., investigating grievances, attending Weingarten meetings) during regular hours without suffering a loss in pay. The County shall grant release time to perform these representational activities so long as they do not substantially interfere with the steward's work responsibilities or deadlines. If the County believes that the steward is spending an unreasonable time on representational duties, the County will contact the Union representative to ensure that the steward's work is not impacted by their service as a steward.

Section 11.3. Meeting Rooms. Where allowable and after prior arrangements have been made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the Department.

Section 11.4. Release Time for Grievances and Appeals. Employees who have filed a grievance or appeal will be paid release time during their regularly scheduled hours to attend such meetings with management and reasonable consultation with their Union representative.

ARTICLE 12: HOURS OF WORK AND OVERTIME

Section 12.1. Work Week.

A. Eight (8) hours shall constitute a normal workday and five (5) consecutive days a normal workweek.

B. King County acknowledges that certain employees currently have a 35-hour workweek. Continuation of the 35-hour workweek is not guaranteed by this Agreement. Should the County discontinue 35-hour workweeks, it shall negotiate the impacts of the change, to the extent required by law.

Section 12.2. Overtime.

A. All overtime must be approved in advance by an employee's supervisor. Hourly employees shall be eligible for overtime after 40 hours worked in a workweek, consistent with the Fair Labor Standards Act requirements. All calculations of overtime pay will be based on the methodologies prescribed by the Fair Labor Standards Act.

B. Employees may make necessary adjustments, when approved by their supervisor, in their normal work hours required to fulfill their job responsibilities within a forty (40)-hour week without overtime compensation.

Section 12.3. Overtime Work Assignment. Management shall make an effort to avoid assigning overtime (when not requested). When overtime needs to occur, qualified volunteers will be sought first. Nothing herein is intended to limit or abridge management's right to assign overtime.

Section 12.4. Meal Reimbursement. Employees shall be eligible for meal reimbursements pursuant to King County Code 3.24.080.

Section 12.5. Work Schedules. The establishment of reasonable work schedules is vested within the purview of the County management and may be changed from time to time. 14 calendar days advance notice shall be afforded employees when involuntary permanent changes to a regular schedule are required by the Department. The County agrees to consider employee initiated requests for alternative work schedules, (e.g., 9-80 or 4/10 work schedule) consistent with efficient and effective County operations. Management has discretion to approve, deny, modify, or revoke alternative work schedules with 14 calendar days' notice to the impacted employee(s), and such decisions shall not be subject to appeal through the grievance procedure. Denials and revocation of existing work schedules shall be provided in writing and state the business reason.

ARTICLE 13: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING
PRIORITY

Section 13.1. Definitions. The following definitions shall apply for the purposes of administering this Article.

A. Reduction in Force is any change to a career service employee's FTE which may include an increase, decrease or elimination of the FTE.

B. Layoff is the termination of career service employment due to a reduction in force action.

C. Classification seniority is defined as the total length of service in a classification covered by this Agreement (i.e., time spent as a PPM-2 in DCHS), including sick leave, holiday and vacation leave in a classification without a break in service. Only career service employees are eligible to earn classification seniority, however, any STT or TLT employee who is hired into a career service position in the same classification shall have all service time applied toward their classification seniority. Employees who transfer, promote or demote into a different job classification under this contract will accrue seniority hours in the new classification upon start of their placement in the position. Previous seniority hours earned in other classifications worked under this contract will be retained (e.g., an employee recalled to a previously held classification will be credited with the seniority accrued while in that classification).

D. Contract Seniority is defined as accumulated seniority for all classifications listed in Addendum A, in both temporary and career service positions, worked for the County without a break in service.

E. Break in Service is a voluntary quit, retirement, layoff, medical separation or termination for just cause. Employees who terminate due to layoff or medical separation will have accrued seniority reinstated upon rehire if the rehire occurs within two (2) years following their termination. Authorized paid and unpaid leaves of absence are not considered breaks in service; however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30) consecutive days.

F. Divisions of Department of Community and Human Services. For purposes of this article only the Divisions within the Department of Community and Human Services include Adult Services; Children, Youth & Young Adult Services; Developmental Disabilities & Early

1 Childhood Supports; Housing, Homelessness & Community Development; Performance
2 Measurement and Evaluation of the Director's Office; and the Communications Unit of the Directors
3 Office. An employee who is not within one of the divisions above shall be in a layoff group of one.

4 **G. "Qualified"** shall be determined solely by management and may involve requiring
5 an employee to demonstrate their skills, background, and ability through a resume and/or interview.
6 At the request of the employee or the Union, the County will meet to discuss why it has determined
7 the employee is not qualified for a given position. Any employee requesting such a meeting shall
8 have the right to a union representative present.

9 **Section 13.2. Alternatives to layoff.** After a reduction in force is initiated, the parties may
10 explore alternatives to layoff, as described in the subparts below.

11 **A. Transfers within the Department of Community and Human Services.**
12 The Department of Community and Human Services Director or their designee may transfer a
13 DCHS employee from one position to another vacant position in the same classification within
14 the Department.

15 **B. Voluntary Demotion.** A regularly appointed employee may volunteer for
16 demotion to a lower classification upon their written request, availability of an open position, and the
17 concurrence of DCHS. The employee so reduced shall be entitled to credit for previous regular
18 service in the higher/previous classification. Upon showing that the reason for such voluntary
19 demotion no longer exists, concurred with by the County, the County may restore the employee to
20 their former status. Nothing in this provision limits the County's ability to demote an employee
21 involuntarily through the disciplinary process.

22 **C. Volunteer RIF.** When a reduction in force is to be initiated, employees may
23 request to be voluntarily laid off if the employee is in the same work unit and classification as the
24 position(s) determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off
25 will be placed directly in priority placement per Section 13.5.

26 **D. Recission of layoff.** If circumstances change and the Department determines a RIF
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1 is not necessary, the Department will notify the individual(s) in writing of the RIF rescission. The
2 union will be provided a copy of the rescission notice.

3 **E. Elimination of temporary employees.** Prior to laying off Career Service
4 Employees, the County will consider ending TLT and STT assignments in the work unit where the
5 layoff might occur.

6 **Section 13.3. Reduction in Force Process.**

7 The following process shall govern for the purposes of administering this Section.

8 **A. Initiating Reduction in Force** – The Reduction in Force process may be initiated
9 when the department determines 1) that funding for a position or program has changed which impacts
10 one or more positions; or 2) a reorganization or restructure process; or 3) the County eliminates or
11 reduces a program.

12 **B. Notice** – When the Department determines a reduction in force will occur, the
13 Department will provide reasonable notification to the union of forthcoming layoffs. The union may
14 request to meet with the Department prior to the implementation of the reduction in force for the
15 purpose of discussing possible RIF mitigation strategies. Notice to the individual(s) impacted by the
16 reduction in force will occur no less than 45 days prior to the effective date of the reduction in force,
17 provided that the Department itself has no less than a 45 day notice of the budget or reorganization
18 change. The Department will provide the impacted employee with written notification of the
19 Department's intent to change or eliminate the employee's FTE. This notice will include the effective
20 date of the change, a description of the employee's reduction in force and layoff/priority placement
21 rights as provided under the contract and King County policies and procedures; and a list of current
22 posted vacancies with active recruitments within DCHS available within the employee's current
23 classification which includes the vacant position's allocated FTE level and work location. The
24 Department will provide the union a copy of the notice given to the impacted employee.

25 **C. Vacancy/Bumping Process.**

26 For purposes of bumping, employees may bump a less senior employee in positions in the
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1 same or lower classification in the same Division if they maintain the qualifications, licensure, skills,
2 and/or abilities required of the work assigned to that position/unit. The County, the Union, and the
3 employee may discuss whether the bumping employee has the appropriate qualifications to perform
4 the work of the position, or could develop the appropriate qualifications within a reasonable amount
5 of time. This process below shall be used a single time for an employee who receives a layoff notice
6 and shall not apply to the employees who are bumped. An employee who is bumped shall be laid off
7 and will not have access to the provisions below. Employees who are bumped shall have access to
8 the County's Priority Hire program.

9 **1. Vacancy within classification and division.** The employee will be placed
10 in a vacancy in the same classification and division, provided that the employee is qualified. If two
11 or more RIF qualified impacted employees are interested in the same vacancy, placement will be
12 based on classification seniority.

13 **2. Bumping within same classification and division.** If there are no
14 vacancies under step one, the employee will bump, based on classification seniority, the least senior
15 employee in the classification and division, provided the employee is qualified.

16 **3. Vacancy in same classification in another division.** If there are no less
17 senior employees in same classification and division, then the employee will be placed in a vacancy
18 in the same classification in another division, provided the employee is qualified. To be placed into
19 such a position, the employee must have previously passed probation in the classification and has
20 worked in the same or similar field as the position they are taking. If two or more RIF qualified
21 impacted employees are interested in the same vacancy, placement will be based on classification
22 seniority. The employee placed in a position in another division will serve a probation period.

23 **4. Vacancy in lower classification in the same division.** If there are no
24 vacancies in the same classification in any division, then the qualified employee will be placed in a
25 vacant position in a lower classification within the same division, provided the employee is qualified.
26 To be placed into such a position, the employee must have previously passed probation in the lower
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classification and has worked in the same or similar field as the position they are taking. If two or more RIF qualified impacted employees are interested in the same vacancy, placement will be based on contract seniority. The employee placed in a position in another division will serve a probation period.

5. Bumping to a lower classification in the same division. If there are no vacancies in a lower classification (for which the employee has passed probation) in the same division, then the qualified employee will bump, based on classification seniority, the least senior employee in a lower classification within the same division, provided the bumping employee is qualified and has previously passed probation in the lower classification. The employee shall serve a probation period.

6. Vacancy in a lower classification in a different division. If there are no bumping opportunities as described in Step 5, the qualified employee will be placed in a vacant position in a lower classification in another division, provided the employee is qualified and has previously passed probation in that lower classification in the same or similar field as the position they are taking, and the employee will serve a probation period. If two or more RIF qualified impacted employees are interested in the same vacancy, placement will be based on contract seniority.

7. Rate of pay. An employee who exercises rights under this provision to assume a vacant position or to bump into a lower classification shall be placed on a step on the square table at a pay rate that is equal to their current base rate of pay, provided that no employee shall earn more than the maximum of the pay range associated with the position.

8. Layoff. Any employee displaced under any of the foregoing articles under 13.3.C above or if they are laid off pursuant to the terms of this article will be placed in priority placement per Section 13.5.

Section 13.4. Increase or Reduction of FTE. Where the FTE level for a position is to be increased or decreased, the Initiation and Notice processes will be the same as stated in Section

13.3.(A) and (B). Employees in such positions will be given first right of refusal to the changed FTE level for their position. If they elect not to remain in their position at the new FTE level, then the process set forth in Section 13.3.(C) will apply, but only for positions with the same FTE level as that from which the employee was laid off, provided the employee is qualified to perform the work assigned to the position.

Section 13.5. Priority Placement: The County will provide access to priority placement services through the County's Priority Placement Program for employees who have been notified of their impending layoff.

Section 13.6. Recall An employee that has been laid off will be placed on a recall list for a period of two (2) years from the date of layoff. In filling a vacant bargaining unit position, the County will offer it to an employee on the recall list prior to hiring from the outside, assuming the employee on the list is qualified for the position, and did not receive negative documented performance issues or disciplinary action in two years prior to the layoff date. In the event more than one employee on the recall list is equally qualified for the position, the employee with the highest seniority will be recalled first. Employees who are recalled to the same position within the two year period after layoff will not have to serve a probationary period and be hired back with the same step placement. Refusal of a recall offer into the employees base classification will result in the employee being removed from the layoff Recall list.

ARTICLE 14: GENERAL CONDITIONS

Section 14.1. Protective Clothing. The Employer will provide necessary required personal protective equipment (PPE) for employees assigned to field positions. The Employer also agrees to bear the cost of regular maintenance and replacement of this PPE as required.

Section 14.2 Child Care Subsidy. Employees covered by this Agreement may receive benefits from the County's child care program if they meet the eligibility requirements. Employees will only be eligible for the child care subsidy program to the extent that the County maintains a County-wide program. Benefits, if any, shall be pursuant to any amendments to the program.

Section 14.3 Changes to Work Location: Management may require an employee to change their work location. In the event of an involuntary work location change, and except in emergency situations, employees shall be given at least 30-days notice of a change in their work location.

ARTICLE 15: LABOR-MANAGEMENT COMMITTEE AND TRAINING

Section 15.1. Labor-Management Training. The parties agree to arrange a meeting between representatives of management and the Union to discuss the implementation of this first collective bargaining agreement and unit for the Project/Program Managers.

Section 15.2. Labor-Management Meetings. The Department and the Union agree to establish and charter a Labor-Management Committee (LMC) in a timely fashion. The purpose of LMC is to deal with matters of general concern to the Union and the Department. It is understood that LMC meetings are consultative in nature and are not the venue for bargaining, resolving individual issues, or for discussing grievances.

Section 15.3. Training. The County and the Union agree that training and employee career development can be beneficial to both the County and the affected employees. Training, career development, and educational needs may be identified by both the County and by the employee. The County and the Union recognizes the mutual benefit to be attained by affording training opportunities to employees and shall provide information and equitable and transparent access to training opportunities for its employees based on business and operational needs and, within budgeted appropriations. The parties agree to prioritize the topic of training in their labor-management committee meetings, with the goal of developing guidelines for employees to access training and career development.

ARTICLE 16: ENTIRE AGREEMENT

Section 16.1. The Agreement, inclusive of the CLA, expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement or past practice that existed prior to the implementation of this agreement shall add to or supersede any of its provisions.

Section 16.2. If this agreement establishes a condition of employment, benefit or procedure

which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King County Code, this agreement shall take precedence with respect to the employees covered by the agreement so long as the condition of employment, benefit or procedure created by this agreement is lawful.

For Professional and Technical Employees,
Local 17:

Signed by:



Regan McBride, Union Representative

For Professional and Technical Employees,
Local 17:


DocuSigned by:



Karen Estevenin, Executive Director

For King County:

DocuSigned by:



James Crowe, Senior Labor Negotiator
Office of Labor Relations, Executive Office

Cba Code: 448**Union Code:****C23****ADDENDUM A****PROTEC17 - Professional and Technical Employees, Local 17
Department of Community & Human Services**

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
2131100	214114	Business and Finance Officer I	53
2131200	214219	Business and Finance Officer II	58
2131300	214318	Business and Finance Officer III	62
2131400	214417	Business and Finance Officer IV	67
2501100	252112	Communications Specialist I	51
2501200	252217	Communications Specialist II	54
2501300	252317	Communications Specialist III	58
2501400	252411	Communications Specialist IV	64
2251100	226208	Educator Consultant I	54
2251200	226311	Educator Consultant II	58
2251300	226409	Educator Consultant III	62
7112100	711108	Engineer I	54
7112200	711209	Engineer II	59
7112300	711311	Engineer III	64
7112400	711408	Engineer IV	69
2441100	243117	Project/Program Manager I	53
2441200	243226	Project/Program Manager II	58
2441300	243327	Project/Program Manager III	63
2441400	243417	Project/Program Manager IV	68
2702100	271702	Statistician	60
2711300	273301	Data and Evaluation Manager	76
2712300	274301	Human Services Data Scientist - Associate	62

2712200	274201	Human Services Data Scientist	67
2712100	274101	Human Services Data Scientist – Senior	73
2713300	274601	Data Engineer – Associate	62
2713200	274501	Data Engineer	67
2713100	274401	Data Engineer – Senior	72
2714300	274901	Evaluator – Associate	57
2714200	274801	Evaluator	63
2714100	274701	Evaluator – Senior	68
* All salary ranges above are the King County Salary Schedule, “squared table.”			