

ADDENDUM C

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
UNIONS REPRESENTING KING COUNTY EMPLOYEES SUBJECT TO LEGALLY
REQUIRED DEPARTMENT OF ADULT AND JUVENILE DETENTION
BACKGROUND CHECKS**

Subject: Impact of legally required security clearances/background checks performed by King County Department of Adult and Juvenile Detention for King County employees represented by the undersigned unions

The parties, the undersigned unions and King County, have discussed fully the potential impacts of the results of the legally required Department of Adult and Juvenile Detention (DAJD) 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] and International Brotherhood of Teamsters Local 117 – Information Technology Managers and Supervisors – Department of King County Information Technology, Executive Branch Departments [456] (King County Code 048&456U0112).

FACTS:

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

Though the legally required backgrounding of King County employees has been ongoing, the parties agree to clarify the process that applies in cases wherein current King County employees are denied security clearance as a result of these required background investigations.

The parties have bargained the potential impacts of the above-referenced legal requirement for current King County employees. At issue is the County's responsibility to remove access to

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these information systems and facilities from employees who are not able to obtain the necessary security clearances, the process used to accomplish this, and the impact this may have on such employees.

The parties agree there is a need to enter into an Agreement that outlines the process to be followed in notifying employee(s) and union representative(s) of security clearance requirements and determinations and in conducting employee requested reviews of said determinations. The parties also agree that this Agreement is necessary to set forth their shared understanding regarding the employment status of employees who fail to obtain the necessary security clearances and the responsibility of the parties in such cases. This Agreement covers current King County employees only.

King County has to date identified the following classifications (and collective bargaining agreements covering said classifications) that are impacted by the legal requirements outlined in this Agreement. Should the County determine that additional classifications and/or bargaining units are impacted by these legal requirements, it will so notify the appropriate union and will meet to discuss the classification or unit if requested to do so by the union.

Classifications:

Administrative Specialists assigned to work in
a DAJD-secured facility
Capital Project Managers
Carpenters
Custodians
Electricians
Facilities Maintenance Constructors
Hazardous Waste Technician
Information Technology classifications
King County Information Technology
employees
Operating Engineers
Painters
Plumbers
Facilities Management Division Utility
Workers
Supervisors of the above-referenced
classifications

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<u>Bargaining units/Unions:</u>
Professional and Technical Employees, Local 17: Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental Review, Transportation [040]
Professional and Technical Employees, Local 17: Information Technology [048]
Professional and Technical Employees, Local 17: Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation [065]
International Brotherhood of Teamsters Local 117: Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments [456]
International Brotherhood of Teamsters Local 117: Joint Units Agreement [461]
International Brotherhood of Teamsters Local 117: Professional & Technical and Administrative Employees [154]
Service Employees International Union, Local 925: Department of Executive Services - Facilities Management Division [012]
Washington State Council of County and City Employees, Council 2, Local 2084-FM: Department of Executive Services, Facilities Management Division [272]
Joint Crafts Council, Pacific Northwest Regional Council of Carpenters, Local 30: Appendix A [350]
Joint Crafts Council, International Brotherhood of Electrical Workers Local 46: Appendix D [350]
Joint Crafts Council, International Union of Painters and Allied Trades District Council 5: Appendix E [350]
Joint Crafts Council, United Association of Plumbers and Pipefitters Local 32: Appendix F [350]
Joint Crafts Council, International Union of Operating Engineers, Local 286: Appendix H [350]

AGREEMENT:

Current King County employees who have not previously been subject to background investigations and who are performing work that requires a security clearance by DAJD 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.

The Department of Adult and Juvenile Detention 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.

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If the hiring department receives notice from DAJD that an employee has failed to pass the background check and thus is denied the security clearance legally required to perform his/her job duties, said department will promptly notify both the employee and his/her Union representative of this determination.

The hiring department will then begin to discuss with the employee and his/her 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 he/she 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.

Should the employee who failed to obtain the necessary clearance request to meet with DAJD 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.

In the event the security clearance denial is upheld after review by DAJD, 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 he/she may be qualified, whether or not such positions are at the same pay range as his/her 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 the applicable collective bargaining agreement.

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 Agreement.

This Agreement constitutes the complete agreement relating to legally required background checks for current King County employees who are represented by the unions referenced above.

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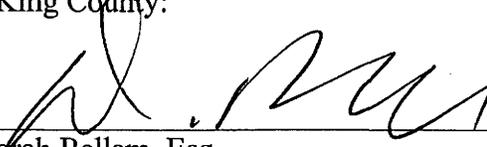
Nothing in this Agreement prevents a union from filing a grievance under the terms of the applicable collective bargaining agreement if the terms of this Agreement have not been met. This Agreement assumes, and the parties agree, that the necessary elements of "just cause" (as required by the applicable collective bargaining agreements) are met by adherence to the terms of this Agreement.

Nothing in this Agreement waives the due process rights (e.g., Loudermill) of the employees covered by the terms of this Agreement.

CONCLUSION:

This Memorandum of Understanding is the full and final agreement regarding background checks/security clearances for current King County employees. This Agreement is effective immediately, upon signature of all parties, and will be in effect through December 31, 2017.

For King County:



Deborah Bellam, Esq.
Labor Negotiator
Office of Labor Relations
King County Executive Office

9/27/13
Date

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The signatory organization listed below is signing in regards to the:

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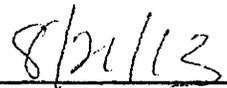
Subject: Impact of legally required security clearances/background checks performed by King County Department of Adult and Juvenile Detention for King County employees represented by the undersigned unions

Signatory Organization:

Professional and Technical Employees, Local 17



Whitney Abrams, Union Representative



DATE