

1 AGREEMENT
2 BY AND BETWEEN
3 KING COUNTY AND THE
4 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
5 LOCAL 17 - INFORMATION TECHNOLOGY

6 ARTICLE 1: PURPOSE..... 1
7 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP2
8 ARTICLE 3: UNION REPRESENTATION.....4
9 ARTICLE 4: RIGHTS OF MANAGEMENT5
10 ARTICLE 5: EMPLOYMENT RIGHTS6
11 ARTICLE 6: HOLIDAYS7
12 ARTICLE 7: VACATION.....9
13 ARTICLE 8: SICK LEAVE12
14 ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES.....16
15 ARTICLE 10: HOURS OF WORK AND OVERTIME18
16 ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE.....22
17 ARTICLE 12: REDUCTION IN FORCE23
18 ARTICLE 13: POSTING PROCEDURE AND PROBATION27
19 ARTICLE 14: DISPUTE RESOLUTION PROCEDURES28
20 ARTICLE 15: WORK ENVIRONMENT32
21 ARTICLE 16: CLASSIFICATION33
22 ARTICLE 17: CONTRACTING OUT.....35
23 ARTICLE 18: TRAINING36
24 ARTICLE 19: LABOR-MANAGEMENT COMMITTEE38
25 ARTICLE 20: SAVINGS CLAUSE.....39
26 ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION.....40
27 ARTICLE 22: WAIVER AGREEMENT.....41
28 ARTICLE 23: DURATION.....42
ADDENDUM A: WAGE RATES
ADDENDUM B: PERFORMANCE STANDARDS BY DEPARTMENT/DIVISION
ADDENDUM C: JOINT LABOR MANAGEMENT TRAINING COMMITTEE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 17- INFORMATION TECHNOLOGY
AND
KING COUNTY

ARTICLE 1: PURPOSE

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

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

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

- 8 1. Office of Information Resources Management;
- 9 2. Department of Executive Services - Records, Elections and Licensing Services
10 Division;
- 11 3. Department of Community and Human Services
- 12 4. Department of Adult and Juvenile Detention
- 13 5. Department of Development and Environmental Services
- 14 6. Department of Executive Services - Finance and Business Operations Division
- 15 7. Department of Executive Services - Facilities Management
- 16 8. Department of Executive Services - Office of Emergency Management
- 17 9. Department of Judicial Administration
- 18 10. Department of Natural Resources/Parks

19 Information Technology positions in some of these departments and divisions were
20 represented by other labor unions prior to the organization of the Local 17-IT bargaining unit. Local
21 17-IT does not claim to represent positions that have been historically represented by other Unions.

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

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

11 **Section 4. Termination Proceedings.** Failure by an employee to abide by the provisions
12 outlined in Section 3 above shall constitute cause for discharge of such employees; provided that
13 when an employee fails to fulfill the above obligations the Union shall provide the employee and the
14 County with thirty (30) days' notification of the Union's intent to initiate discharge action and during
15 this period the employee may make restitution in the amount which is overdue.

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

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

1 **ARTICLE 3: UNION REPRESENTATION**

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

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

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

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

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

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

17 **Section 7. Email.** Employees represented by this Agreement shall have access to email
18 communications to conduct official union business at a reasonable level and not to interfere with
19 County business. The Union understands that email is not secure or private and is part of the public
20 domain.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **Section 1. Discipline.** The parties agree that in their respective roles, primary emphasis shall
3 be placed on preventing situations requiring disciplinary action through effective employee-
4 management relations. The primary objective of discipline shall be to correct and rehabilitate. The
5 County may discipline or discharge a career service employee for just cause. If the County
6 determines to impose disciplinary action against any employee for any reason, the employee shall be
7 apprised of his/her rights of union representation during a pre-disciplinary or disciplinary meeting and
8 of rights of appeal and representation as provided for in Article 14 (Dispute Resolution Procedures)
9 of this Agreement. Discharge during an employee's probationary period or discharge of a term-
10 limited temporary employee is not subject to the grievance procedure, as such employees serve at-
11 will.

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

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

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

1 **ARTICLE 6: HOLIDAYS**

2 All benefit eligible employees shall be granted holidays with pay as provided for in RCW
3 1.16.050 as amended:

4

5 New Year's Day	January 1st
6 Martin Luther King, Jr's Birthday	Third Monday in January
7 Presidents' Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	
14 Christmas Day	December 25th

15

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

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

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

23 An employee must be in pay status the employee's scheduled working day before and the
24 employee's scheduled working day after a holiday in order to receive holiday pay. Each employee
25 shall receive two (2) additional personal holidays; provided that no employee shall be granted more
26 than 96 hours of holiday time in a calendar year. These days shall be administered through the
27 vacation plan. One (1) day will be added to each employee's vacation accrual on the first day of
28 October and the first day of November of each year. Employees will be able to use these days in the

1 same manner as they use vacation days earned. Employees who are assigned to work less than 40
2 hours per week on a regular basis shall accrue these holidays on a pro-rated basis, based on their
3 regularly scheduled hours of work.

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

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

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 7: VACATION**

2 **Section 1. Accrual Rates**

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

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

Length of Active Service		Annual Leave in Days Per Year
Upon hire through end of Year	5	12
Upon beginning of year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year and above	26	30

24

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

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

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

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

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

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

23 Donated vacation is excluded from vacation payoff provisions.

24 **Section 6. Separation from Employment.** Employees in benefit eligible positions who
25 leave King County for any reason after successful completion of six months of County service shall
26 be paid for their unused vacation up to 480 hours maximum. Employees shall not be eligible to be
27 paid for vacation leave until they have successfully completed their first six months of County
28 service; if they leave County employment prior to successfully completing their first six months of

1 County service, they shall forfeit and not be paid for accrued vacation leave.

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

5 **Section 7. Work while on Vacation.** No employee shall be permitted to work for
6 compensation for the County in any capacity during a time when the employee is on paid vacation.

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

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

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1. Sick Leave Accrual.** All benefit eligible employees shall accrue sick leave
3 benefits at the rate of 0.04616 hours for each hour on regular pay status, up to a maximum of eight
4 hours per month. Sick leave accrual will begin on the first day of the month following the month in
5 which the employee commenced employment. There is no limit on the amount of sick leave an
6 employee may accrue. Every benefit eligible part-time employee shall receive and expend sick leave
7 benefits proportionate to the employee's regular work day.

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

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

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

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

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

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

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

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

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

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

1 G. To care for other family members if:

2 1. For King County Family Medical Leave the employee has been employed
3 by the County for twelve (12) months or more and has actually worked a minimum of one thousand
4 forty (1040) hours (40 hour employee) or nine hundred ten hours (35 hour employee) in the preceding
5 twelve (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours
6 worked) and for Federal Family Medical Leave the employee has worked 1250 hours in the preceding
7 12 months.

8 2. The family member is the employee's spouse or domestic partner, the
9 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
10 parent of the employee's spouse or domestic partner; and the reason for the leave is one of the
11 following:

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

15 b. To care for the employee's child, or child of the employee's spouse
16 or domestic partner whose illness or health condition requires treatment or supervision by the
17 employee; or

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

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

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

27 **Section 5. Sick Leave Donations.** Any benefit eligible employee whose sick leave accrual
28 balance exceeds 100 hours may donate to any other leave eligible, benefit eligible full-time or part-

1 time employee a portion of his/her accrued sick leave upon written notice to the donating and
2 receiving employees' division manager(s). Sick leave hour donations are strictly voluntary. No
3 employee may donate more than 25 hours of his/her accrued sick leave in a calendar year. Employees
4 are prohibited from offering or receiving monetary or other compensation in exchange for donating
5 sick leave hours.

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

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

10 C. Donated sick leave hours are exempt from the sick leave payoff provisions
11 outlined in Section 11 of this Article.

12 **Section 6. Sick Leave Use.** Sick leave may be used by employees covered by the FLSA in
13 one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt employees
14 use sick leave for absences of one full workday.

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

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

27 **Section 9. Sick Leave Cash-Out.** Employees eligible to accrue sick leave, who have
28 successfully completed at least five years of County employment, and who retire as a result of length