APPENDIX G

MEMORANDUM OF UNDERSTANDING

BETWEEN

KING COUNTY

AND

IFPTE, LOCAL 17 (A)

Subject: Planner/ Project Program Manager Addendum

PREAMBLE

The terms and conditions of this Agreement apply exclusively to the employees in the classifications of Project Program Manager II and III who work for the Department of Development and Environmental Services. If this Agreement is silent on the matter, the terms and conditions of the 17A Labor Agreement will prevail. With this addendum the Project Program Managers are adopting the Professional and Technical Class/Comp settlement.

WAGE RATES (Supplants Articles 7 and 8 and the Wage Addendum)

Wages and salaries are as outlined in the Professional and Technical Class/Comp settlement:

Project Program Manager I = Pay Range 53

Project Program Manager II = Pay Range 58

Project Program Manager III = Pay Range 63

Employees who are hired at step one (1) of the 10 step pay scale will advance to step two (2) after successful completion of the probationary period, but no sooner than six (6) months. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date. Employees who are hired above step one (1) may advance to the next step after successful completion of probation, but no sooner than six (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied annually on the employee's anniversary date.

HOURS OF WORK

Hours of Work are as outlined in the Professional and Technical Class/Comp settlement. In addition, upon adoption of this agreement by both parties, Project Program Manager IIs shall have 60 days to exercise a one-time option of maintaining a 35-hour workweek. Such option shall be exercised by written notification to Administrative Services Division Manager Michael Frawley. Any Project Program Managers II not exercising this option will move to a 40-hour week.

PROJECT PROGRAM MANAGER REDUCTION IN FORCE/SENIORITY

Notice to Union. The County will notify the Union in writing at least thirty days in advance of any anticipated layoff of a regular Employee. The notice will include the name of the division(s), classification(s), and Employee(s) identified for layoff.

Qualification. The County will determine who meets the minimum qualifications to perform the work of a specific position within a classification.

Seniority Calculation. The seniority date for regular Employees covered by this MOU at the time of its adoption shall be the adjusted service date with King County (including time with METRO). The seniority date for regular Employees hired after the effective date of this MOU will be their date of hire in a classification covered by this Agreement. Seniority for Project Program Managers will be based on the Employees' adjusted service date as determined and maintained by the County.

Loss of Seniority. An Employee who leaves County employment for more than two years will lose all accrued seniority.

Seniority - Layoff and Recall. A regular Employee who has been laid off will be credited for prior service if recalled as provided under this provision. An Employee who has not completed his/her probationary period in a Project Program Manager classification will be included on the seniority list in the last classification in which he/she previously held regular status, if any.

Seniority Tie. In the event there are two Employees have the same seniority, the County will consider ability and skill to be the determining factor on retention.

Placement in a Vacancy. The County will attempt to place an Employee scheduled for layoff in an available vacant position within his/her division and classification if s/he is qualified. If there

is more than one available vacant position in which the Employee is qualified for, the County will consider the Employee's preference before making the placement. If the Employee can not be placed as described above, the County will attempt to place the Employee in any available position for which the Employee is qualified. The Employee may decline a placement into a different classification or division and elect to bump as described below.

Bumping. An Employee who is not placed, as provided above, may elect to bump an Employee with less seniority as provided herein. Bumping shall not result in a promotion. An Employee will have five work days from the time s/he receives written notification of layoff to notify the County of his/her intent to exercise his/her bumping rights. The Employee's written notice must include the classification(s) within his/her classification series, listed by preference, in which s/he proposes to bump. An Employee will forfeit his/her bumping rights if his/her written notice is not submitted within five days or the County has not accepted a late filing of the notice. The County will, if it determines that there are warranting circumstances, accept a late filed notice from an Employee.

A. An Employee may bump a less senior Employee in the same division and classification for which s/he is qualified. An Employee who can not bump is considered displaced and may only bump as provided below or be laid off.

B. An Employee who is displaced, as provided under A may select only one of the following alternatives or be laid-off.

1. Bump a less senior Employee in the same classification in which s/he is qualified.

2. Bump a less senior Employee within the same division in a lower classification s/he has previously regularly occupied for which s/he is qualified.

3. Bump a less senior Employee in a lower classification s/he has previously regularly occupied for which s/he is qualified.

4. Bump a temporary or term-limited temporary Employee in his/her classification or classification series in the bargaining unit for which s/he is qualified. The Employee would then be considered a temporary or term-limited temporary employee and credited for prior service for determining accrual and benefits eligibility.

5. Bump a contract worker who is performing bargaining unit work in his/her classification or classification series for which s/he is qualified and if approved by the County. The Employee would then be considered a temporary or term-limited temporary employee and credited for prior service for determining accrual and benefits eligibility.

Recall. An Employee who is laid off will have recall rights to his/her previous classification for two years from the date of layoff. An Employee retains his/her recall rights even if s/he accepts another classification or temporary position with the County. Recall will be by seniority where the most senior Employee in the classification will be recalled first. An Employee who is laid off shall have one opportunity to refuse a recall in his/her classification, except if the Employee is recalled to his/her previous position, in which case a first refusal will terminate the Employee's recall rights.

A. Temporary Work - The County will use bargaining unit employees who are on the recall list to perform temporary bargaining unit work in his/her classification before employing a temporary employee provided the Employee is qualified to do the work. An Employee on the recall list who is offered the work may decline the temporary work without jeopardizing his/her recall rights under this section.

B. Notice of Recall - An Employee will have ten (10) calendar days from the date the notice of recall is sent by certified mail in which to notify the County of whether s/he will accept the position. The County will consider the Employee's failure to notify the County within ten (10) calendar days as a refusal. The County will, if it determines that there are warranting circumstances, accept a late filed notice from an Employee. Notices will be in writing. It is the Employee's responsibility to keep the County informed of his/her current address.

Reinstatement. A regular Employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and vacation leave accrual rate restored.

APPROVED this 13 day of August, 2003

By: _____
King County Executive

For the Union:

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