# Memorandum of Agreement By and Between King County and Professional and Technical Employees, Local 17 Information Technology

# Subject: Career Progression Classification Project (CP2) Implementation

The County and PROTEC17 (the Union) are parties to the Coalition Labor Agreement (CLA) and Appendix 048 to the CLA which together comprise the collective bargaining agreement for the term of January 1, 2021 – December 31, 2024, representing Information Technology (IT) positions - Department of King County Information Technology, Executive Branch Departments; Department of Executive Services.

# **Background:**

1. In February 2018, the County and the Coalition of Unions bargained a Memorandum of Agreement (MOA) (000MLAU0117) which launched the Career Progression Classification Project (CP2). The purpose of CP2 was to update and/or create new IT classifications to create county-wide consistency, clearly describe both duties and responsibilities for each classification, and support employee development by clearly identifying career paths for promotion within the IT classifications.

**3.** In January 2020, the County and the Union bargained a second MOA (048&456U0120) agreeing to allocate employees to updated or new IT classification specifications based on their currently performed bodies of work, determine how appeals of those allocations would be processed, and setting out a plan for negotiation of wages on a salary or hourly basis would proceed pursuant to the FLSA.

4. The following represents the parties' agreement on implementation of the new and updated classifications and wages of the same.

# Agreement:

1. The following wage table will be included in the Appendix 048 to the CLA as Addendum A and shall be effective prospectively on the first day of the first full pay period following the effective date of the Council ordinance:

cba Code: 048

#### ADDENDUM A to CLA Appendix 048

Union Code: C19

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
JOD Class Code	FeopleSoft Job Code		Kange.
7309100	737301	Data Scientist	79
7309200	743701	Enterprise Architect	85
7309400	744001	ERP Application DBA	63
7309500	744101	ERP Application DBA – Senior	68

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
7309600	744201	ERP Application DBA - Principal	73
7309700	738501	ERP Software Developer	63
7309800	738601	ERP Software Developer – Senior	68
7309900	738701	ERP Software Developer – Principal	73
7322100	735102	GIS Specialist - Entry	55
7322200	735202	GIS Specialist - Journey	60
7322400	735402	GIS Specialist - Master	70
7322300	735302	GIS Specialist - Senior	65
7120600	741201	IT Engineer	63
7120700	741301	IT Engineer - Senior	68
7120800	741401	IT Engineer - Principal	73
7130700	741501	IT Production Engineer	63
7130800	741601	IT Production Engineer – Senior	68
7130900	741701	IT Production Engineer – Principal	73
7330100	736102	IT Project Administrator - Journey	58
7330200	736202	IT Project Administrator - Senior	63
7341900	716801	IT Project Manager	72
7323100	735502	IT System Specialist – Entry	51
7323200	735602	IT System Specialist - Journey	56
7323400	735802	IT System Specialist - Master	66
7323300	735702	IT System Specialist – Senior	61
7324100	735902	IT Technical Trainer	55
7130400	742401	QA Engineer - Entry	55
7130500	742501	QA Engineer	60
7130600	742601	QA Engineer – Senior	65
7327900	739801	Software Developer in Test (SDET)	65
7309300	743801	Solutions Architect	79
7328100	738801	Technology Services Analyst	56
7328200	738901	Technology Services Analyst – Senior	61
7328300	738201	User Experience Design	63
7328400	738301	User Experience Design – Senior	67
7328500	738401	User Experience Design – Principal	72

2. Employees shall be reclassified pursuant to the CP2 MOA (000MLAU0117) and all appeals will be processed pursuant the CP2 Reclassification Appeal Process MOA (048&456U0120) which states the decision of a majority of the panel shall be final and not subject to further appeal. The panel will prioritize scheduling the reconsideration meeting for employees who are reclassified to a lower-paying classification (Y-rated) who dispute their final

classification determination. Employees whose reclassification appeal is denied by the panel may opt to participate in an employee development plan (EDP) designed to specifically to build the knowledge, skills, and abilities (KSAs) for each participating employee to achieve a reclassification within a date-certain period.

**3.** MOA numbers 048MLAC0117\_048U0514, ...048U0614, and ... 048U0714, regarding Federal Labor Standards Act (FLSA) status, step progression, and Executive Leave will end January 1, 2025, at which time employees will assume the FLSA exempt/non-exempt status of their new classifications as determined by King County and noted on the classification specifications. After January 1, 2025, salaried employees who are eligible for Executive Leave will only earn such leave in accordance with the terms of Appendix 048 of the CLA.

**4.** All wage placements will be based on step-to-step placement in their new CP2 classification (e.g., LAN Administrator at step 10 to Technology Services Analyst will be placed at step 10). Employees who were earning merit over the top (MOT) prior to implementation of a new CP2 classification shall retain their MOT eligibility upon reclassification pursuant to the Appendix.

5. Per the Parties' previous agreement, Y-rating of employee pay resulting from CP2 reclassifications will go into effect on January 1, 2025.

**6.** Employees who are subject to Y-rating, or whose reclassification appeal is denied as outlined in Section 2, above, may participate in an EDP designed to specifically build the knowledge, skills, and abilities for each participating employee to achieve a reclassification prior to Y-rating going into effect. The EDP will be developed in partnership between the employee and their immediate supervisor(s) and will identify the classification to which the employee would be reclassified upon successful completion of the EDP. The EDP shall include a time frame for completion, KSAs, work assignments/tasks/responsibilities, competencies, training or certification needs, regular development meetings, and milestones, as applicable. The County will submit a Department initiated request to reclassify employees who successfully complete an EDP. Such reclassifications will be processed in accordance with Article 14 of the CLA. If an employee successfully completes their EDP within 12 months of their CP2 Classification determination or denial of their appeal, the Department initiated request to reclassify will not be subject to the 12-month waiting period outlined in Article 14 of the CLA.

7. Members of the bargaining unit presently working in KCIT or BRC reclassified under CP2 will receive a lump sum payment payable upon ratification and implementation of this agreement as outlined below. Such payment will be considered and reported as wages, subject to standard withholdings, and will occur no later than the fourth full pay period following the effective date of the Council ordinance. Bargaining unit members who retired or separated in good standing in 2023 are eligible for these lump sum payments. Bargaining unit members who accept or are reclassified into another job in King County, outside of the PROTEC17 bargaining unit, and are still employed by the County upon ratification of this Agreement are eligible for the lump sum payment. The parties shall determine which employees will receive a lump sum payment which will be issued as follows:

• Those who are Y-rated will receive a \$15,444 lump sum payment.

• Those who were placed into the same wage range will be paid a \$5,181 lump sum payment.

Lump sum payment eligibility for employees who appeal their determination as provided in Section 2 above will be determined upon conclusion of the appeals process and final panel decision.

**8.** This Agreement is the full and final agreement of the parties related to CP2 wages, classifications, and allocations.

For the Union:

DocuSigned by: Regan McBride

Regan McBride Union Representative Date

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—DocuSigned by: Kanch Estwinin

Karen Estevenin Executive Director

For King County:

DocuSigned by: Lacey O'Connell

Lacey O'Connell Labor Relations Manager Office of Labor Relations King County Executive Office 10/27/2023

10/27/2023

Date

10/27/2023

Date

Professional and Technical Employees, Local 17 - Information Technology 048U0123 Page 4 of 4

### Memorandum of Agreement By and Between King County And King County Coalition of Unions

#### Subject: Career Progression Classification Project

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

#### **Background:**

King County is implementing a Career Progression Classification Project (the Project).

#### Agreement:

1. The Parties agree that any/all employees whose positions are reclassified during this Project will not suffer a loss of pay. If the employee's position is assigned to a classification with a lower pay range as a result of the Project, the affected employee's pay will be frozen or "Y-Rated." For purposes of this MOA, "Y-Rating" is the process by which the County agrees to freeze an employee's pay at their existing base wage, thus making them ineligible for any wage or salary adjustments (i.e., step increase, general wage increase or GWI) until the lower range maximum rate surpasses the employee's frozen pay rate.

At such time that the employee's frozen pay rate will be surpassed by the lower classification's maximum rate, the employee will be placed on the closest step of the new/lower range that does not result in a loss of pay.

**2.** The Parties agree that any/all employees whose positions are reclassified during the Project will not serve a probation period upon reclassification.

**3.** The Parties agree to discuss and/or negotiate, in the King County Coalition and to the extent as required by law, any additional items related to the Career Progression Classification Project at a future date.

For The King County Coalition of Unions:

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Denise Cobden, Union Representative Coalition Co-Chair Professional and Technical Employees, Local 17

For The King County Coalition of Unions:

Michael Gonzales, Senior Business Agent Coalition Co-Chair Teamsters Local 174

For King County:

Megan Widersen, Director Office of Labor Relations, King County Executive Office

2/8/18



### Memorandum of Agreement By and Between King County And King County Coalition of Unions

#### Subject: Career Progression Classification Project

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

#### **Background:**

King County is implementing a Career Progression Classification Project (the Project).

#### Agreement:

1. The Parties agree that any/all employees whose positions are reclassified during this Project will not suffer a loss of pay. If the employee's position is assigned to a classification with a lower pay range as a result of the Project, the affected employee's pay will be frozen or "Y-Rated." For purposes of this MOA, "Y-Rating" is the process by which the County agrees to freeze an employee's pay at their existing base wage, thus making them ineligible for any wage or salary adjustments (i.e., step increase, general wage increase or GWI) until the lower range maximum rate surpasses the employee's frozen pay rate.

At such time that the employee's frozen pay rate will be surpassed by the lower classification's maximum rate, the employee will be placed on the closest step of the new/lower range that does not result in a loss of pay.

**2.** The Parties agree that any/all employees whose positions are reclassified during the Project will not serve a probation period upon reclassification.

**3.** The Parties agree to discuss and/or negotiate, in the King County Coalition and to the extent as required by law, any additional items related to the Career Progression Classification Project at a future date.

For The King County Coalition of Unions:

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Denise Cobden, Union Representative Coalition Co-Chair Professional and Technical Employees, Local 17

For The King County Coalition of Unions:

Michael Gonzales, Senior Business Agent Coalition Co-Chair Teamsters Local 174

For King County

Megan Vedersen, Director Office of Labor Relations, King County Executive Office

2/8/18

Date



# Memorandum of Agreement

#### By and Between

#### **King County**

#### and

#### Professional and Technical Employees, Local 17

#### Information Technology

and

# International Brotherhood of Teamsters Local 117 Information Technology Managers and Supervisors – Department of King County Information Technology, Executive Branch Departments; Department of Executive Services

#### Subject: Career Path Classification Project (CP2) reclassification appeal process

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County). Professional and Technical Employees, Local 17 (PROTEC17) and International Brotherhood of Teamsters Local 117 (Teamsters Local 117), with PROTEC17 and Teamsters Local 117 jointly designated as the Unions

#### **Background:**

King County, PROTEC17 and Local 117 are parties to the Master Labor Agreement (MLA) between King County and the King County Coalition of Unions, effective January 1, 2018, through December 31, 2020.

Teamsters Local 117 represents the Information Technology Managers and Supervisors bargaining unit, which includes approximately 91 employees. PROTEC17 represents the Information Technology (non-supervisor) bargaining unit, which represents approximately 311 employees.

The Information Technology Career Path Classification Project (CP2) is a King County project to update and create new Information Technology Classification Specifications, allocate employees to those classification specifications based on their currently performed bodies of work, process any appeals from employees regarding the County's allocation decision, and negotiate wages on a salary or hourly basis, pursuant to the Federal Fair Labor Standards Act, for the new and updated classifications.

[048] Professional and Technical Employees, Local 17 – Information Technology [456] International Brotherhood of Teamsters Local 117 - Information Technology Managers and Supervisors -Department of King County Information Technology, Executive Branch Departments; Department of Executive Services 048&456U0120 Page 1 This Agreement addresses the negotiated appeal process for employees who wish to appeal the County's classification allocation decision in the CP2 project. Career service employees may opt out of this negotiated appeal process entirely and follow the non-represented classification determination process.

#### Agreement:

1. The County will provide preliminary classification allocation decisions to the Unions (in the form of a spreadsheet) for review and feedback. The Unions will provide any feedback to the County within five (5) weeks of receiving the preliminary classification allocations. After reviewing any provided feedback, and incorporating proposed changes where appropriate, the County will then issue its "CP2 Classification Determination" to each employee. Each CP2 Classification Determination shall include information about the deadline to appeal and the process for filing an appeal. The usual practice of mutually agreeing to extend deadlines or delay the issuance of an allocation decision will be followed for employees on extended leave. Classification determinations and deadline extensions may be submitted in email. The appropriate union shall be copied on all CP2 Classification Determinations and deadline extensions may be submitted in email.

2. The following appeal process shall apply only to appeals of CP2 Classification Determinations made by the County pursuant to the CP2 project and timely appealed within the 30-day appeal period, referenced in Agreement #3 below. This Agreement shall not apply to any other classification appeals other than described in this agreement.

3. The appeal process is a modified version of the MLA, Article 14, which, as modified, is fully described as follows:

**a.** Article 14.1.1 of the MLA shall not apply.

**b.** Article 14.1.2 of the MLA shall not apply and is replaced with the following language:

i. The effective date of an employee's reclassification shall be prospective to the effective date indicated on the CP2 Classification Determination, unless otherwise negotiated by the appropriate union with King County.

ii. Memorandum of Agreement 000MLAU0117, which was negotiated by the County and the King County Coalition of Unions, and which guarantees no loss in pay for employees who are reclassified to lower-paying classifications shall not be modified except by agreement between the County and the Coalition of Unions.

- c. Article 14.1.3 shall apply.
- **d.** Article 14.1.4 shall apply.

e. Article 14.1.5 shall not apply.

f. Article 14.1.6.A. shall be modified as follows:

i. The 30-day deadline in 14.1.6.A. shall begin upon the date of issuance of the County's CP2 Classification Determination to the affected employee as described in Agreement #1.

g. Article 14.1.6.B. shall not apply and is replaced with the following language:

i. An employee may appeal the CP2 Classification Determination to a threeperson panel within the 30-day deadline. The panel shall be composed of one member from Compensation and Classification Services (CCS), one representative of the Coalition of Labor Unions, and one member from an outside entity, such as the City of Seattle. Should the City of Seattle not provide a panelist, the parties will work together to agree upon another outside entity that can provide a panelist.

ii. The panel designees from management and the Coalition of Labor Unions should not be directly managing or representing the employee(s) appealing.

iii. The appeal shall be filed in writing to the Classification and Compensation Services Manager, per the instructions include in the CP2 Classification Determination.

iv. Multiple appeals regarding similar bodies of work and the same classification determination may be consolidated at management's discretion. However, each employee will receive an individual determination.

v. Upon the filing of an appeal, the designated panel will convene a reconsideration meeting in a manner similar to that currently used in conducting classification reconsideration panels. This is an informal process that will allow the employee(s) to present information that they believe shows that the majority of the work they are currently performing is the work of a different classification than what is provided for by the CP2 Classification Determination that was allocated to them. Any information that management wishes to present to the panel must be presented at this meeting and must be presented in the presence of the appealing employee(s). Either party may present oral or written materials to the panel during the reconsideration meeting. The panel shall only consider what is submitted or presented in the reconsideration meeting when making their decision.

vi. The panel's decision shall be in writing and does not need to be unanimous. The decision of a majority of the panel shall be the final decision. Notification of the panel's decision shall be made via electronic communication to both the appealing employee(s) and the appropriate labor union.

vii. The decision of the panel shall be final and not subject to further appeal.

The decision of the panel shall be considered a "previous classification determination" for purposes of Article 14.1.1.B. of the MLA and future reclassification requests.

- h. Article 14.1.6.C. shall not apply.
- i. Article 14.1.7. shall not apply.
- j. Article 14.1.8. shall apply.

For Professional and Technical Employees, Local 17:

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Denise Cobden Union Representative

For International Brotherhood of Teamsters, Local 117:

John Scearcy Secretary-Treasurer

For King County:

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Sasha Alessi Labor Relations Negotiator Office of Labor Relations King County Executive Office

1/14/2020

Date

1/14,

Date

The decision of the panel shall be considered a "previous classification determination" for purposes of Article 14.1.1.B. of the MLA and future reclassification requests.

- h. Article 14.1.6.C. shall not apply.
- i. Article 14.1.7. shall not apply.
- j. Article 14.1.8. shall apply.

For Professional and Technical Employees, Local 17:

Denise Cobden Union Representative

Date

For International Brotherhood of Teamsters, Local 117:

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Secretary-Treasurer

For King County:

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Sasha Alessi Labor Relations Negotiator Office of Labor Relations King County Executive Office

[048] Professional and Technical Employees, Local 17 – Information Technology [456] International Brotherhood of Teamsters Local 117 - Information Technology Managers and Supervisors -Department of King County Information Technology, Executive Branch Departments; Department of Executive Services 048&456U0120 Page 4

1/14/2020

Date

### MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17 INFORMATION TECHNOLOGY BARGAINING UNIT

### SUBJECT: Executive Leave Awards for former Local 17 - Professional and Technical -Department of Transportation [046] bargaining unit members

**WHEREAS**, the parties have negotiated a collective bargaining agreement for the duration of January 1, 2018 through December 31, 2020, and;

WHEREAS, the bargaining unit definition has been agreed to be:

All regular full-time, regular part-time, and term-limited temporary employees occupying non-supervisor IT positions, excluding those eligible for interest arbitration, for whom the King County Executive has exclusive bargaining authority to negotiate wages, hours, and working conditions, excluding employees in the King County Department of Assessments.

and;

**WHEREAS**, Local 17 members that perform non-supervisor information technology jobs have been moved from other Local 17 bargaining units into the Local 17 - Information Technology Bargaining Unit, and;

**WHEREAS**, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

**THEREFORE**, the parties agree that the Fair Labor Standards Act ("FLSA") exempt employees (listed below) that were transferred from the Local 17 Professional and Technical - Department of Transportation [046] Bargaining Unit to the Local 17 Information Technology Bargaining Unit shall continue to be subject, until the expiration of the current Collective Bargaining Agreement ("CBA") on December 31, 2020, or until a successor provision has been bargained, whichever comes later, to the following Executive Leave provision from the CBA of their prior bargaining unit:

**Executive Leave.** The nature of the work of many employees represented by this Agreement 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 up to 3 days of Executive Leave per year according to the following provisions:

A. Non-probationary employees who are employed in a bargaining unit position on or before April 30 shall be allowed three days of Executive Leave for use during that calendar year; those employees who become non-probationary in a bargaining unit position on or after May 1, but before September 1, shall be

allowed two days Executive Leave for use during that calendar year.

**B.** Those who become non-probationary employees in a bargaining unit position on or after September 1 will not be guaranteed Executive Leave for use during that year, but it may be granted at the discretion of management.

**C.** Executive Leave will not be guaranteed to a probationary employee or to an employee whose most recent performance evaluation has an overall rating less than satisfactory, but may be granted at the discretion of management;

Bargaining unit employees shall also be eligible for up to 7 additional days of Executive Leave pursuant to Executive Policy PER 8-1-2.

Employee ID	Employee	Classification Title
000070871	Abanes, Joel	IT Systems Specialist - Mstr
000040854	Abraha, Paulos	LAN Administrator-Senior
000046891	Assefa, Wubeshet	LAN Administrator-Journey
000070426	Baker, Mindy	LAN Administrator - Senior
000062106	Baldridge, Joy	Applications Developer-Sr
000083399	Bingham, Steven	Applications Developer-Sr
000082066	Birch, Pamela	Applications Developer-Sr
000069804	Bryant, Dean	IT System Specialist-Sr
000060896	Bui, Trang	GIS Specialist-Senior
000089170	Chiang, Chuang-chang	IT Services Manager I
000053306	Coffing, Steven	Telecommunications Spec - Jrny
000046317	DeBerry, Bruce	LAN Administrator-Senior
000043395	Delahanty, Mary	IT Systems Specialist-Jrny
000090246	Dunphy, Michael	Systems Engineer-Senior
000046252	Faris, Steve	LAN Administrator-Senior
000068807	Ferland, Michel	LAN Administrator-Senior
000041633	Frank, Rose	LAN Administrator-Senior
000081824	Fu, Baiwei	Database Administrator-Sr
000044789	Goerlitz, Gunnar	GIS Specialist-Journey
000043399	Gulelat, Tefera	Applications Developer-Sr
000042893	Hastings, Curtis	Database Administrator-Sr
000067137	Heifner, Weylin	Database Administrator - Jrny
000072214	Kamin, Marcia	LAN Administrator-Senior
000071698	Kirkwood, James	IT Systems Specialist - Mstr
000072306	Kniss, Steve	LAN Administrator - Senior
000084445	Kozleski, Matthew	GIS Specialist-Senior
000080748	Lesh, Ben	Applications Developer-Sr
000060229	Malcolm, Robert	Applications Developer-Sr

Employee ID	Employee	Classification Title
000043307	McLean, David	LAN Administrator-Journey
000060267	Menghi, Mark	Systems Engineer-Senior
000079519	Miller, Kenneth	LAN Administrator-Journey
000080370	Moos, David	Database Administrator-Sr
000053380	Owen, Martha	GIS Specialist - Master
000019501	Paris, Jeffery	LAN Administrator-Senior
000060141	Pennington, Cathy	LAN Administrator-Journey
000062491	Phan-Ba, Phi	Applications Developer-Sr
000070836	Plank, Jennifer	LAN Administrator - Journey
000042108	Reynolds, Tedi	IT Systems Specialist-Jrny
000053727	Riley, Darrel	Database Administrator-Sr
000090361	Rosen, Joshua	Systems Engineer-Senior
000019627	Schaible, Todd	Database Administrator-Sr
000045821	Schneider, Dale	Database Administrator-Sr
000041898	Self, Anita	Applications Developer-Sr
000044360	Sellhast, Charlene	Administrator 1
000060230	Sohn, Lois	Applications Developer-Sr
000046127	Strauss-Waller, Maida	LAN Administrator-Journey
000073044	Switaj, Rebecca	Project/Program Manager 3
000090344	Tran, Brian	IT Systems Specialist-Jrny
000083610	Trantina, Robert	App Developer-Master
000066421	Truong, Hong	LAN Administrator - Senior
000089497	Wang, Qing	Applications Developer - Jrny
000044334	White, Ursula	Applications Developer-Sr
000046038	Wilson, Tammie	Systems Engineer-Senior

For Professional and Technical Employees, Local 17:

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Denise Cobden Union Representative, PTE, Local 17

For King County:

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Sasha Alessi, Labor Negotiator Office of Labor Relations King County Executive Office

# MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17 INFORMATION TECHNOLOGY BARGAINING UNIT

#### **SUBJECT: Maintaining Step Progression**

**WHEREAS**, the parties have negotiated a collective bargaining agreement for the duration of January 1, 2018 through December 31, 2020, and;

WHEREAS, the bargaining unit definition has been agreed to be:

All regular full-time, regular part-time, and term-limited temporary employees occupying non-supervisor IT positions, excluding those eligible for interest arbitration, for whom the King County Executive has exclusive bargaining authority to negotiate wages, hours, and working conditions, excluding employees in the King County Department of Assessments.

and;

**WHEREAS**, Local 17 members that perform non-supervisor information technology jobs have been moved from other Local 17 bargaining units into the Local 17 - Information Technology Bargaining Unit, and;

**WHEREAS**, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

**THEREFORE**, the parties agree that the employees that were transferred from the Local 17 Professional and Technical - Department of Transportation [046] Bargaining Unit to the Local 17 Information Technology Bargaining Unit and whose compensation was at a step below Step 10 (listed below) shall continue to receive annual automatic even numbered step increases. This guarantee of annual automatic even numbered step increases shall apply for so long as the employee occupies the same position they occupy on July 20, 2012, or until the employee reaches Step 10 of their respective pay range, whichever occurs first.

**THEREFORE**, Article 10, Section 5 of the Collective Bargaining Agreement between the parties shall not apply to bargaining unit members that perform work in support of the Department of Transportation ("DOT") and are assigned to a 24 x 7 after hours support rotation. Employees assigned to 24 x 7 after hours support rotation shall continue to be managed and

compensated in a manner consistent with the practice of DOT 24 x 7 after hours support rotation assignments that were in place prior to January 1, 2012. That practice shall include a minimum annual award of 3 days of Executive Leave. Should a qualifying employee be assigned to a 24 x 7 after hours support rotation other than at the beginning of the year, the parties shall confer, if necessary, regarding an appropriate proration of the minimum Executive Leave award. This agreement shall not confer a right or guarantee of eligibility for more than 10 days of Executive Leave per year per employee.

Employee ID	Employee	Classification Title
000089170	Chiang, Chuang-chang	IT Services Manager I
000053306	Coffing, Steven	Telecommunications Spec - Jrny
000090246	Dunphy, Michael	Systems Engineer-Senior
000068807	Ferland, Michel	LAN Administrator-Senior
000072214	Kamin, Marcia	LAN Administrator-Senior
000071698	Kirkwood, James	IT Systems Specialist - Mstr
000084445	Kozleski, Matthew	GIS Specialist-Senior
000079519	Miller, Kenneth	LAN Administrator-Journey
000090344	Tran, Brian	IT Systems Specialist-Jrny

For Professional and Technical Employees, Local 17:

Denise Cobden Union Representative, PTE, Local 17

For King County:

Sasha Alessi, Labor Negotiator Office of Labor Relations King County Executive Office

### MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17 INFORMATION TECHNOLOGY BARGAINING UNIT

# SUBJECT: Maintaining Step Progression for former Local 17 Department of Public Health and Department of Community and Human Services [060] bargaining unit members in the Department of Public Health

**WHEREAS**, the parties have negotiated a collective bargaining agreement (CBA) for the duration of January 1, 2018 through December 31, 2020, and;

WHEREAS, the bargaining unit definition has been agreed to be:

All regular full-time, regular part-time, and term-limited temporary employees occupying non-supervisor IT positions, excluding those eligible for interest arbitration, for whom the King County Executive has exclusive bargaining authority to negotiate wages, hours, and working conditions, excluding employees in the King County Department of Assessments.

and;

**WHEREAS**, Local 17 members that perform non-supervisor information technology jobs have been moved from other Local 17 bargaining units into the Local 17 - Information Technology Bargaining Unit, and;

**WHEREAS**, the parties wish to make agreement for those employees moving into the Information Technology Bargaining Unit.

**THEREFORE**, Employees listed below shall be allowed, contrary to the collective bargaining agreement, to remain FLSA non-exempt and be paid on an hourly basis for so long as they shall occupy the position they held on July 20, 2012. By virtue of their FLSA non-exempt status these employees shall be prohibited from any Executive Leave Awards.

At any time an employee listed below may elect to permanently relinquish their FLSA nonexempt status and thereby enjoy the full benefits of the CBA in effect at the time of their relinquishment.

**THEREFORE**, the parties agree that the following employees that moved from the Department of Public Health to the Department of King County Information Technology whose compensation was at a step below Step 10 shall continue to receive annual automatic single step increases. This guarantee of annual automatic single step increases shall apply for so long as the employee occupies the same position they occupy on July 20, 2012 or until the employee reaches Step 10 of their respective pay range, whichever occurs first. Once an employee reaches Step 10 of their respective pay range, all contractual provisions regarding merit pay above Step 10 shall apply; and

**THEREFORE**, the parties agree that the following employees that moved from the Department of Public Health [060] to the King County Department of Information Technology whose compensation was at a step below Step 10 shall receive their automatic step increases on January 1st of each year for so long as the employee occupies the same position they occupy on July 20, 2012 or until the employee reaches Step 10 of their respective pay range, whichever occurs first. All automatic step increases received during 2012 shall be deemed to have occurred on January 1, 2012, and any retro payments owed by the County to individual employees shall be paid promptly.

Employee ID	Employee	Classification Title
000072127	Allen, James	Application Developer - Master
000069595	Anderson, Daniel	IT Project Manager I
000069357	Askerov, Gasan	LAN Administrator - Senior
000077889	Bosaiya, Unknown	Website Developer - Senior
000075894	Buenafe, Michael	LAN Administrator-Journey
000073596	Collinsworth, Karin	LAN Administrator - Senior
000090209	Crump, Floyd	LAN Administrator-Journey
000077990	Dacanay, Cipriano	IT Systems Specialist - Sr
000090351	Deckman, Wayne	LAN Administrator-Journey
000068537	Ing, Jeffrey	Website Developer - Senior
000080992	Le, Xich	Application Developer - Master
000072319	Mackenzie, Terrence	Systems Engineer - Senior
000068556	Murray, William	Telecommunications Spec - Jrny
000065970	Ng, Paul Wang	Systems Engineer - Senior
000090427	Smith, Marquis	LAN Administrator-Journey
000072304	Sohlberg, Elisabeth	Application Developer - Master
000083640	Van Velsir, Gregory	IT Project Manager II
000068437	Ward, Jeremy	Database Administrator -Senior
000081121	Watson, Rebecca	Website Developer - Journey
000083093	Zhou, Ming	Database Specialist - Senior

For Professional and Technical Employees, Local 17:

**Denise** Cobden Union Representative, PTE, Local 17

For King County: asto alexi

Sasha Alessi, Labor Negotiator Office of Labor Relations King County Executive Office

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#### **Signer Events**

Regan McBride regan@pte17.org Security Level: Email, Account Authentication (None)

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ID: dbe38168-b2f6-4072-a6cb-7c955a559648

Karen Estevenin

karen@protec17.org

**Executive Director** 

Security Level: Email, Account Authentication (None)

#### Electronic Record and Signature Disclosure: Accepted: 8/12/2020 12:12:52 PM ID: 0cf39ba8-b940-4b42-8376-e42831628c7e

ID: 0ct39ba8-b940-4b42-8376-e42831628c7

Lacey O'Connell loconnell@kingcounty.gov

Senior Labor Relations Negotiator

King County Executive Department-OLR Security Level: Email, Account Authentication (None)

#### Electronic Record and Signature Disclosure: Not Offered via DocuSign

loconnell@kingcounty.gov Pool: FedRamp Pool: King County-King County Executive Office-Office of Labor Relations

Holder: Lacey O'Connell - King County OLR

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DocuSigned by:

C94CBED6540E400..

Lacey O'Connell

Signature Adoption: Pre-selected Style Using IP Address: 173.10.101.249

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