

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, PUBLIC SAFETY EMPLOYEES
LOCAL 519 – INFORMATION TECHNOLOGY**

King County and the Union (the parties) agree to implementation of Professional and Technical Classification/Compensation Project for Service Employees International Union, Public Safety Employees, Local 519 (Non-Commissioned - Departments of: Adult & Juvenile Detention, Public Health, Community and Human Services, King County Sheriff's Office) Information Technology (employees) in the following manner:

1. Effective Date of Pay Adjustments

The parties agree that the pay adjustments associated with implementing the new job classes and pay ranges set forth in attached Appendix A shall be effective as follows:

A. The parties agree to prospective pay range step placement on to the new pay ranges and job classes for all current¹ employees covered by the Collective Bargaining Agreement.

2. New King County Pay Range

The parties agree that the newly adopted job classifications shall be compensated at the established pay ranges negotiated by and between the parties as listed in Appendix A to this Memorandum of Agreement. These pay ranges are associated with a squared, 10-step wage pay plan. The ranges provide compensation for all duties identified by the classification specification for the position. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the ranges identified in Appendix A and no additional premium or special duty pay will be provided for the performance of such duties. Each classification's FLSA designation is listed in Appendix B.

¹ The term Current or Current Employee refers to any employee active on either the MSA or Peoplesoft payroll systems as of July 30, 2004 through date of enactment of this Memorandum of Agreement.

A. Employees allocated to positions that are exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”) shall be paid rates on the “10 Step FLSA-Exempt Squared Salary Schedule.”

B. Employees allocated to positions that are FLSA non-exempt² shall be paid rates on the “10 Step Hourly Squared Wage Schedule.”

3. Initial Step Placement

Except for those employees Y-rated per Section 5, upon implementation of the Memorandum of Agreement, current employees shall be placed on the new salary ranges as follows:

A. **Current employees moving to hourly job classifications.** Current employees shall be placed on the first step on the applicable squared wage schedule over their former actual base rate of pay that does not constitute a decrease over their former actual base rate of pay.³

B. **Current employees moving to FLSA-exempt job classifications.**

(i). **Current employees currently assigned a core 35 hour schedule.**

Current employees shall be placed on the first step on the applicable squared salary schedule for FLSA-exempt employees that is closest to but not less than their annualized base salary (hourly base rate multiplied by 1820).

² Positions that are FLSA non-exempt are also referred to as “hourly” positions in this Memorandum of Agreement.

³ This methodology also applies to FLSA-exempt employees. The derived hourly rate is based on the employee’s annual salary and generated for the purpose of calculating step placement. It is understood that changes to rates of pay do not constitute job changes. Furthermore, the step placement methodology will be consistent with Section 3 and promotional guidelines do not apply. Former actual base rate of pay includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

(ii). Current employees currently assigned a core 40 hour schedule.

Current employees shall be placed on the first step on the applicable squared salary schedule for FLSA-exempt employees that is closest to but not less than their former actual base rate of pay (current annualized base salary).⁴

4. Merit Pay Plan Eligibility and Merit Freezing

Current employees who were eligible for merit pay step increases pursuant to the King County Merit Pay Plan or through some other merit pay plan prior to their placement on a new pay range shall retain their eligibility for merit pay step increases pursuant to the applicable plan if the employee is step placed or step progresses to Step 10 of the new pay range on or before January 1, 2005. Current employees whose new base rate is less than the total of their old base rate and merit pay will be frozen at their old base rate plus merit pay until such time as the pay rates associated with their placement on the new pay range meet or exceed their frozen rate of pay. During this period of freezing, employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments.

5. Salary Y-rating

Current employees whose former actual base rate of pay (see footnotes 2 and 3) exceeds the top step of the new range bargained for their job classification shall be Y-rated at their former actual base rate of pay until such time as the pay rates associated with their job classification exceed their former actual base rate of pay.⁵ During this period of Y-rating, employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments except as provided in Section 7 below.

⁴ As for hourly employees, former actual base rate of pay (current annualized base salary) includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

⁵ Note: The Y-rating provisions under this Section does not apply to employees exercising their Section 8 option to convert to hourly for those employees choosing to take the option. Examples of Y-rating include, but are not limited to: (1.) Employees whose new classification pay range is less than that of their current pay range; and (2.) An employee who is currently paid at the upper end of their current pay range at a 35 hour hourly rate and will be allocated to a classification with a pay range based on a forty hour hourly rate.

6. Mitigation for Y-rated Employees

Eligible current employees that are Y-rated under Section 5 above will receive in November 2004 a one time only lump-sum payment of five thousand six hundred and twenty five dollars (\$5,625) or eleven thousand two hundred and fifty dollars (\$11,250) depending on the circumstances of their Y-rating.

7. Pro-rated Lump-Sum Retroactive Pay Adjustment

Upon implementation of this Memorandum of Agreement, a lump sum retroactive payment shall be provided to those current employees allocated to newly adopted job classifications whose pay ranges are increased and who have not been Y-rated.⁶ This sum represents the full and final settlement of all retroactive claims related to classification and/or compensation issues, including but not limited to working-out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from the parties' Professional & Technical Classification/Compensation agreement(s) effective date, Christie agreement or subsequent date of hire into a bargaining unit position (the effective date of adjustments) forward.

The following general formula was applied in generating the lump sum retroactive payment due each eligible employee: Seventy eight dollars (\$78) or seventy two dollars (\$72) (MSA and Peoplesoft employees respectively) for each pay period worked since January 1, 2001 as provided for in the Memorandum of Agreement between the County and Union Bargaining Coalition extending certain provisions of the Professional and Technical Classification/Compensation executed March 2004, Christie date or subsequent date of hire into the bargaining unit.⁷

⁶ This Section does not apply to employees whose ranges decrease but are not Y-rated because the old base rate falls within the new pay range nor does it apply to employees frozen under Section 5.

⁷ This amount is derived by taking 2.5% of the weighted annual salary of IT employees (\$75,000) and dividing by the appropriate number of pay periods.

8. Reconciliation of Work Schedules and Pay Involving FLSA-Exempt Employees

A. Core Work Schedule. All current full-time regular employees allocated into an FLSA-exempt position shall have a core work schedule of forty (40) hours per week effective upon implementation of this Memorandum of Agreement, except as provided herein.

B. Pre-Implementation Conversion for Hourly Employees. Each current full-time regular hourly employee who is now allocated into an FLSA-exempt position as a result of the Classification/Compensation Project shall be given a one (1) -time only option to be paid as an hourly employee, provided that the employee occupied hourly paid position(s). Such option must have been made in writing no later than September 3, 2004 and will be based on the first step on the applicable squared wage schedule for hourly employees that does not constitute a decrease over their former actual base rate of pay.

Current full-time regular employees who utilize this one (1) -time option shall be overtime eligible after forty (40) hours in a workweek and ineligible for executive leave. Current full-time regular employees making this election shall retain the ability to convert to FLSA-exempt status through their length of employment within their current position. Employees who convert to FLSA-exempt status shall be placed on the step they would have been at had they been implemented at the time of enactment of this Memorandum of Agreement as FLSA-exempt and accounting for any potential annual progression. Once converted to FLSA-exempt, employees may not choose to be compensated on an hourly basis. Further, regular employees electing to be paid as hourly who subsequently transfer, demote or promote into FLSA-exempt positions shall be paid on a salaried basis. Employees hired subsequent to the date the ordinance approving this Memorandum of Agreement is enacted, now allocated into an FLSA-exempt position, shall be paid on a salaried basis. This Memorandum of Agreement's provisions shall supersede and take precedence over any contrary applicable Collective Bargaining Agreement provisions providing overtime compensation to employees in otherwise exempt job classifications covered under these negotiations.

C. Vacation and Sick Leave Accrual Adjustments. Pursuant to KCC 3.12.125, regular and term-limited temporary employees whose core hours are increasing from thirty-five (35) hours to forty (40) hours as a result of their allocation to an FLSA exempt classification shall have their vacation and sick leave balances adjusted upward so as to insure that the equivalent number of sick leave and vacation leave days accrued does not change. This provision is effective prospectively upon implementation of the Memorandum of Agreement and does not apply to employees whose employment has terminated prior to that time.

D. Part-Time FLSA-Exempt Employees. FLSA-exempt regular employees working less than full-time shall be paid on a salaried basis based on their regular core work schedule, as a percentage of full-time. Leave benefits shall accrue and be used on that percentage basis.

E. Maintenance of Hourly Conversion for Previously Allocated Information System Professional Employees. Each current regular hourly employee previously allocated to an FLSA-exempt Information Systems Professional position shall be eligible to maintain their one (1) - time only option to be paid as hourly made pursuant to the terms of the Professional and Technical Classification/Compensation Agreement.

9. Post Implementation Review

Current regular employees shall be eligible to submit a request for reclassification twelve (12) months from the date of their implementation arising from enactment of the ordinance approving this Memorandum of Agreement.

10. Waiver and Complete Agreement

The parties agree and acknowledge that each has had the opportunity to fully exercise its rights under the law and to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining regarding the implementation of the classification and/or compensation Project allocations and pay ranges. The results of the exercise of those rights and opportunity are set forth in this Memorandum of Agreement. Further, both parties agree that this

Memorandum of Agreement represents a complete settlement which fully and finally resolves all of their differences related to Classification/Compensation issues, including but not limited to working out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from 1994 forward, including but not limited to the terms of applicable Professional and Technical Classification/Compensation Agreements, except as additional Human Resources Division review is provided for in this Memorandum of Agreement or pursuant to any pending classification appeal timely filed.

Therefore, the County and the Union, for the duration of this Memorandum of Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Memorandum of Agreement and the Union agrees that this Memorandum of Agreement represents the full and entire agreement between the parties on classification and compensation matters.

11. Normal Withholding

All payments made pursuant to this Memorandum of Agreement shall be subject to regular and legally required withholding.

The lump sum and mitigation payments made pursuant to this Memorandum of Agreement are subject to deductions for purposes of the Public Employment Retirement System (PERS). King County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to King County for repayment of the employee's share of their PERS contribution. Each individual shall have the PERS employee obligation deducted from their lump sum and mitigation payments.

12. Implementation Schedule

The parties agree to devise a realistic timetable for implementing the Classification/Compensation Project allocations, pay ranges, monetary and mitigation payments set forth in this Memorandum of Agreement. It is understood by the Parties that employees filing appeals will not have their retroactive pay adjustment and mitigation benefits implemented until

after their final allocation determination.

13. Duration of this Agreement

The parties agree that this Memorandum of Agreement shall become effective with the King County Council's approval by ordinance, and shall remain in effect through December 31, 2006.

APPROVED this _____ day of _____, 2004

By _____

King County

Union Representative

Date

Appendix A and Appendix B

SEIU, Local 519: Non-Commissioned

CLASSIFICATION TITLE	Proposed Range	NEW CLASS CODE	DEFAULT FLSA
Applications Developer-Journey	60	7320200	E
Applications Developer-Senior	65	7320300	E
Applications Developer-Master	70	7320400	E
Database Administrator-Journey	62	7321200	E
Database Administrator-Senior	67	7321300	E
Database Administrator-Master	72	7321400	E
Database Specialist-Journey	55	7319200	NE
Database Specialist-Senior	60	7319300	NE
Database Specialist-Master	65	7319400	E
Desktop Support Specialist-Journey	51	7310200	NE
Desktop Support Specialist-Senior	56	7310300	NE
Email Administrator-Journey	56	7315200	NE
Email Administrator-Senior	61	7315300	E
GIS Specialist-Entry	55	7322100	NE
GIS Specialist-Journey	60	7322200	E
GIS Specialist-Senior	65	7322300	E
GIS Specialist-Master	70	7322400	E
IT Project Administrator-Journey	58	7330100	E
IT Project Administrator-Senior	63	7330200	E
IT Project Manager I	67	7331100	E
IT Project Manager II	72	7331200	E
IT Systems Specialist-Entry	51	7323100	NE
IT Systems Specialist-Journey	56	7323200	NE
IT Systems Specialist-Senior	61	7323300	E
IT Systems Specialist-Master	66	7323400	E
IT Technical Writer	53	7325100	NE
IT Trainer	55	7324100	NE
LAN Administrator-Journey	56	7311200	NE
LAN Administrator-Senior	61	7311300	E
LAN Administrator-Master	66	7311400	E
Network Engineer-Journey	62	7312200	E
Network Architect	72	7312400	E
Systems Engineer-Journey	62	7313200	E
Systems Engineer-Senior	67	7313300	E
Systems Architect	72	7313400	E
Telecommunications Specialist-Journey	59	7314200	E
Telecommunications Specialist-Senior	64	7314300	E
Web Developer-Journey	58	7316200	NE
Web Developer-Senior	63	7316300	E
Web Developer-Master	68	7316400	E