



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 30, 2005

Ordinance 15266

Proposed No. 2005-0339.1

Sponsors Hague and Phillips

1 AN ORDINANCE approving and adopting a memorandum
2 of agreement negotiated by and between King County and
3 International Federation of Professional & Technical
4 Engineers, Local 17 (Professional & Technical – Roads
5 Division) representing employees in the department of
6 transportation and establishing the effective date of said
7 agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The memorandum of agreement negotiated between King County
12 and International Federation of Professional & Technical Engineers, Local 17
13 (Professional & Technical – Roads Division) representing employees in the department
14 of transportation and establishing the effective date of said agreement and attached hereto
15 is hereby approved and adopted by this reference made a part hereof.

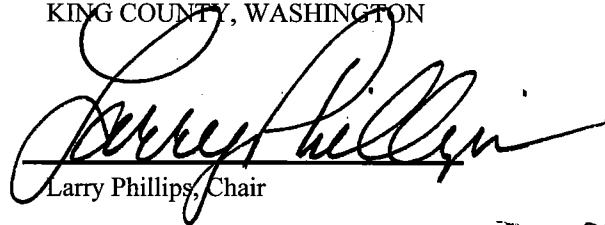
16 SECTION 2. Terms and conditions of said agreement shall be effective through
17 and including December 31, 2006.

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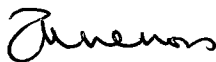
Ordinance 15266 was introduced on 8/15/2005 and passed by the Metropolitan King County Council on 8/29/2005, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 4 - Ms. Edmonds, Mr. Pelz, Mr. Dunn and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of September, 2005.


Ron Sims, County Executive

RECEIVED
2005 SEP - 7 PM 12:38
CLERK
KING COUNTY COUNCIL

Attachments

A. Memorandum of Agreement by and Between King County and the International Federation of Professional and Technical Engineers, Local 17 - Information Technology Supervisors, B. Appendix A and B - International Federation of Professional and Technical Engineers, Local 17 - Roads Division, Department of Transportation

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS,
LOCAL 17 – INFORMATION TECHNOLOGY SUPERVISORS**

King County and the Union (the parties) agree to implementation of Professional and Technical Classification/Compensation Project for International Federation of Professional & Technical Engineers, Local 17 (Professional & Technical - Roads Division, Department of Transportation) Information Technology Supervisor (employees) in the following manner:

1. 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 pay range step placement¹ on to the new pay ranges and job classes for all current² 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 Pay range step placement for employees covered by this agreement shall be retroactive to October 16, 2004 or subsequent date of hire.

² The term Current or Current Employee refers to any employee active on either the MSA or Peoplesoft payroll systems as of December 31, 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-exempt³ 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.⁴

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).

³ Positions that are FLSA non-exempt are also referred to as “hourly” positions in this Memorandum of Agreement.

⁴ 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).⁵

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 retroactively 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.⁶ 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.

⁵ 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.

⁶ Note: The Y-rating provision under this Section does not apply to employees exercising this Memorandum of Agreement's 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 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.⁷ 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) 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.⁸

⁷ 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 of this Memorandum of Agreement.

⁸ 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 20 days following County enactment of this Memorandum of Agreement 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 _____, 2005

By _____
King County

Union Representative

Date

APPENDIX A & B
International Federation Of Professional And Technical
Engineers, Local 17 - Roads Division, Department Of Transportation

Class Code	MSA Code	People Soft Code	New Class Title	Range**	DEFAULT FLSA
7333100	8072	736802	Distributed Systems/LAN/PC Supervisor	68	E
7332100	8073	736604	IT Supervisor I	72	E
** For rates, please refer to the King County Squared Salary Table					