



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

KING COUNTY – IT

June 2022

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa.
Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

ARTICLE 1: PURPOSE

Section 1.1 The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees represented by the Union. The articles of this Agreement set forth the wages, hours and working conditions for the bargaining unit employees.

Section 1.2 APPLICATION OF COALITION LABOR AGREEMENT The CLA shall apply to the individual bargaining unit's employees as follows:

A. The Preamble in its entirety.

B. All superseding and non-superseding provisions, unless otherwise noted in this Appendix or in the CLA.

C. The following non-superseding articles do not apply to this bargaining unit:

1. After Hours Support (CLA Article 33)



ARTICLE 2: COUNTY RIGHTS

The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the express limits of this Agreement. The County shall have the right to demote, discipline and discharge employees; and the right to layoff employees for lack of work, funds, efficiency or for the occurrence of conditions beyond the control of the County. The County shall further have the right to recruit, examine, test, select, hire, appoint, promote, transfer, and train employees; place employees on wage steps; direct and assign work; determine work locations and assign employees to those locations; appraise employee performance; contract out work; develop and modify classification specifications, allocate positions to those classifications, allocate employees to those positions; determine work schedules and assign employees to those schedules; determine the methods and processes by which work is performed; establish rules, procedures and processes; and the right to take whatever actions are necessary in emergencies as determined by the County.

ARTICLE 3: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION

Section 3.1 Union Recognition

The County recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all full-time and regular part-time IT Managers and IT Supervisory employees in King County Department of Information Technology and all Executive Branch Departments except the Department of Judicial Administration, excluding confidential employees, Directors, Executive Branch Offices, and all other employees.

Section 3.2 Union Membership

~~A. It is a condition of employment that, within thirty (30) days of the effective date of~~



~~this Agreement, all employees covered by the Agreement will become and remain members in good standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This requirement will apply to employees who are temporarily appointed to work in a job classification covered by this Agreement if the appointment is expected to last thirty (30) days or more, however, they will not be required to pay initiation fees and become a “member in good standing” if such action is based solely upon an “acting” position status.~~

~~—————B. Employees covered by this Agreement who qualify for an exemption from the requirement for Union membership based on an employee’s bona fide religious belief shall contribute an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the Union. The Employee shall furnish the Union with written proof each month that such payments are being made. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.~~

~~—————C. Failure by an employee to abide by the provisions of paragraphs A and B will constitute just cause for discharge. If an employee has failed to fulfill the obligations set forth in paragraphs A and B, the Union will provide the employee and the County with seventy two (72) hours notice of intent to seek the discharge of the employee. During this period the employee may bring the amount in arrears current to avoid discharge.~~

~~—————D. Upon receipt of written authorization individually signed by a bargaining unit member, the County will deduct from the pay of such employee the amount of dues, initiation fees, assessments, and agency fees as certified by the Union.~~

~~—————E. The Union will indemnify and hold the County harmless against any claims made and any suit instituted against the County on account of any collection of the dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the collection provision, upon presentation of proper evidence thereof.~~

~~————~~ **Section 3.32 Employee Lists**



1 A. Upon request, the County will provide the Union with a current list of all
2 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,
3 employment status, job classification, and date of hire into ~~his/her~~their current classification.

4 B. The County will notify the Union whenever an employee is moved out of a
5 bargaining unit position. The notification will include the employee's name and effective date of the
6 personnel action.

7 **Section 3.3 Payroll Deduction for Political Contributions - Democratic, Republican,**
8 **Independent Voter Education (D.R.I.V.E.).** The County agrees to deduct voluntary contributions
9 from the paycheck of all employees covered by this Agreement in accordance with the following:

10 A. D.R.I.V.E. shall notify the County of the amount of compensation designated by
11 each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar
12 increments and calculated based on the employee's pay period.

13 B. The County agrees to deduct from all employees covered by this Agreement their
14 voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full
15 amount on behalf of the contributing employee, the County will not withdraw any funds for that pay
16 period.

17 C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis,
18 in one check, the total amount deducted for each contributing employee along with the name of each
19 employee on whose behalf a deduction is made.

20 D. The Union will indemnify, defend and hold the County harmless against any
21 claims made and against it and any suit instituted against the County on account of any deduction or
22 lack thereof of D.R.I.V.E contributions.

23 24 **ARTICLE 4: HOURS OF WORK/PROBATION**

25 **Section 4.1 FLSA:** Employees covered by this bargaining unit are employed in a bona fide



executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act. Bargaining unit employees are expected to work the hours necessary to satisfactorily perform their jobs.

Section 4.1.12 Executive Leave: Employees may be granted Executive Leave in accordance with County policy, as amended. Employees who are exempt from the overtime provisions of the FLSA shall be eligible for Executive Leave in accordance with Executive Policy PER 8-1-2, as amended, annually. If an eligible employee believes that their executive leave award, or absence of an executive leave award, is not consistent with the policy statements of Executive Policy PER 8-1-2, as amended, they may submit a written request for a review by the Department Director or designee. The Department Director or designee shall review prior awards of executive leave for the appealing employee, review prior and current executive leave awards of the appealing employee's work group, if applicable, and shall discuss the matter with the appealing employee's manager. The final decision to make or modify a prior executive leave award shall be in writing and remains with the Department Director or designee.

Section 4.2.3 Employment in a Temporary FLSA Non-exempt Status: Employees may be temporarily converted from FLSA exempt to FLSA non-exempt status when in the benefit of the County, e.g., when working an intermittent work schedule while on ~~FMLA~~ MLA. When converted to a FLSA non-exempt status, the employee will be paid on an hourly basis and eligible for overtime in accordance with law. Further, the employee will be eligible for the paid leaves identified under this Agreement but accrued and paid as provided under the Personnel Guidelines for FLSA non-exempt employees.

Section 4.3.4 Probation: Newly hired, rehired, promoted, transferred to another position, recalled and demoted employees shall be on probation for their first six (6) months of service. At the County's discretion, employees may have their probation period extended for up to six (6) additional months when the employee has failed to meet the standards and expectations set forth during the



1 initial probation period. When an employee's probation is extended, the County will provide the
2 reason for the extension to the employee in writing.

3 **Section 4.4-5 Probation Waiver for placement in new classifications:** Career service
4 eEmployees placed in new classifications pursuant to the Career Progression Classification Project
5 (CP²) shall have their probation waived pursuant to Coalition MOA 000MLACLAU0117 or its
6 successor agreement. Employees who are probationary will complete their probation as defined in
7 Section 4.4, above.

8 ~~Section 4.5 Alternative Work Schedules and Telecommuting: The County will~~
9 ~~administer employee requests for alternative work schedules and telecommuting in accordance with~~
10 ~~its policies, as amended. Requests for alternative work schedules and/or telecommuting by~~
11 ~~employees will not be unreasonably denied. If the request is denied it will be denied in writing and~~
12 ~~state the business reason for the denial.~~

13 **ARTICLE 5: WAGE RATES/WORK OUTSIDE OF CLASSIFICATION**

14 **Section 5.1 Pay Ranges:** The parties agree that the classification titles shall be compensated
15 at the pay ranges and steps as shown in Addendum A. The wages in Addendum A shall be adjusted
16 pursuant to the MLACLA Article 24, the "2017-2018 Total Compensation Agreement" (document
17 code 000U0516), and its successor agreement.

18 **Section 5.2 Step Movement/Merit:** Employees covered by this Agreement shall be
19 compensated pursuant to the County's ten-step plan and merit system, as amended.

20 **ARTICLE 6: HOLIDAYS**

21 ~~Section 6.1 Regular, probationary, provisional and term-limited temporary employees shall~~
22 ~~be granted paid holidays pursuant to the MLA Article 10.~~



ARTICLE 76: VACATION

Section 76.1 Regular, probationary, provisional and term-limited temporary employees shall accrue vacation leave pursuant to the MLA/CLA Articles 9 and 3532, ~~except as modified below.~~

Section 76.2 ~~Full-time employees eligible for leave hired prior to 1/1/18 may accrue up to 480 hours of vacation. Full-time employees eligible for leave hired after 12/31/17 may accrue up to 320 hours of vacation. Leave-eligible part-time employees may accrue an annual maximum of vacation leave prorated to reflect their normally scheduled work week. Comprehensive-Leave~~ eligible employees shall continue to accrue vacation in excess of the maximum during the calendar year in which they reach the maximum; ~~however they must use vacation leave beyond the maximum accrual amount on the pay period that includes December 31st of each year. Employees shall forfeit the excess accrual on the pay period that includes December 31st of each year; unless the employee has received approval in accordance with County policies and procedures to carry over excess vacation accrual into the following year.~~

ARTICLE 8: SICK LEAVE

~~Section 8.1~~ Regular, provisional, probationary and term-limited temporary employees shall accrue sick leave benefits pursuant to the MLA Article 34, ~~except as modified below.~~

~~Section 8.2 FMLA/KCFML.~~ Pursuant to MLA Article 11.

~~Section 8.3 Sick Leave Conversion.~~ Full-time and regular part-time employees who have been employed for a full calendar year within the bargaining unit who during a calendar year use less than thirty-three (33) hours of sick leave (donated sick leave is not counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave to be used as personal vacation days in the next calendar year. ~~This benefit shall be prorated for part-time employees. Employees must request such conversion no later than January 31 of the following year.~~



ARTICLE 9: GENERAL LEAVES

~~Section 9.1 Bereavement Leave: Bereavement leave pursuant to MLA Article 8.~~

~~Section 9.2 Organ Donor Leave~~

~~A. Employees eligible for paid leave who are voluntarily participating as donors in life giving or life saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions may take up to five (5) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:~~

~~1. Give the appointing authority reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.~~

~~2. Provide written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.~~

~~B. Time off from work for the purposes set out above in excess of five (5) working days shall be subject to existing leave policies contracted in this Agreement.~~

~~Section 9.3 Leave for Volunteer Service: Pursuant to MLA Article 4.~~

~~Section 9.4 Jury Duty: Pursuant to MLA Article 5.~~

~~Section 9.5 Military Leave: Pursuant to MLA Article 2.~~

~~Section 9.6 Unpaid Leaves of Absence: Unpaid leaves shall be pursuant to the MLA Article 3.~~

~~Section 9.7 Donation of Leaves: Donation of Leaves shall be pursuant to the MLA Article 6.~~



~~Section 9.8 Examination Leave: Employees eligible for leave benefits shall be entitled to necessary time off with pay for the purpose of taking county qualifying or promotional examinations. This shall include time required to complete any required interviews.~~

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

~~Pursuant to the MLA Article 25.~~

ARTICLE 11: REDUCTION IN FORCE

The terms of this Article apply to regular employees.

Section 11.1. Pre-Layoff Notice/Meeting. When a reduction in force is anticipated, the County shall notify the Union prior to delivering notices to employees, per Section 11.2 below. At the request of the Union, the parties will meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

Section 11.2. Notice. When the elimination of a position results in laying off an employee, the County shall provide written notice to the affected employee, with a copy sent to the Union, at least thirty (30) calendar days prior to the effective date of the layoff.

Section 11.3. Layoff.

A. A layoff will be by position within a covered department. If there is more than one (1) position in the same classification performing the same or substantially similar body-of-work (BOW), as determined by the County, in the same department, the least senior person will be laid off first.

B. An employee who is eligible to bump will have five (5) work days from the time of written notification of layoff to notify the County of ~~his/her~~**their** intent to exercise ~~his or her~~ bumping rights. An employee will forfeit ~~his or her~~ bumping rights if ~~his or her~~**their** written notice is not submitted within five (5) days. The County can, if it determines that there are warranting



circumstances, accept a late filed notice from the employee.

Section 117.4. Bumping.

Bumping shall occur in sequential order as follows:

A. An employee who is notified of being laid off may bump the least senior person in the same bargaining unit classification in ~~his or her~~their ~~department~~ layoff group if qualified for the position as determined by the County.

B. An employee who is unable to bump in accordance with ~~Section 7.~~ Section 11.4.A can bump the least senior employee in the ~~bargaining unit~~ layoff group classification the laid off employee has previously held as a career service employee in ~~his or her~~their department, if any; provided:

a. The employee bumping has more seniority than person being bumped, and

b. The employee is qualified to perform the BOW of the position as determined by the County.

c. If the employee bumping has held more than one position in a bargaining unit classification, ~~he or she~~the employee can elect to bump into any of ~~his or her~~their prior bargaining unit positions in ~~his or her~~their ~~department~~ layoff group as provided under subsections a and b above.

C. An employee who is unable to bump as provided in accordance with Section ~~11.4.B~~ can bump the least senior employee in a lower paid bargaining unit classification in ~~his or her~~their ~~department~~ layoff group, if any; provided:

a. The employee bumping has more seniority than person being bumped, and

b. The employee is qualified to perform the BOW of the position as determined by the County.

Section 117.5. Recall: A regular employee who is laid off will have recall rights to ~~his or her~~their previous position for two (2) years from the date of layoff. An employee retains ~~his or her~~their



1 ~~her~~their recall rights even if ~~he or she~~they accepts another position with the County which is paid at a
2 lower salary than the position ~~he or she~~the employee was laid-off from or the position is temporary.
3 An employee who is laid off shall forfeit ~~his or her~~their recall rights if ~~he or she~~they refuses a recall.
4 The recall procedures will be determined by the County and laid-off employees will be notified of
5 same.

6 **Section 117.6. Reinstatement:** An employee recalled within two (2) years from the time of
7 layoff will have any forfeited sick leave accruals and vacation leave accrual rate restored.

8 **Section 7.7. Layoff Groups:** For the purposes of administering this Article, the Department
9 of KCIT and the division of BRC shall be its own layoff groups.

10
11 **ARTICLE 128: AUTOMATIC VEHICLE LOCATION** The “Automatic Vehicle Location
12 System Use Policy”, as amended, shall apply to all employees with the following modifications or
13 additions:

14 **A.** AVL data will not constitute the sole documentation used to determine discipline
15 imposed on an employee.

16 **B.** Any real time viewing of data is permissible only for operational reasons and will
17 not be used for surveillance of employees, whether to monitor performance or to justify
18 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
19 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
20 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

21 **C.** The County will not access such data for the purpose of disciplinary action unless
22 there is a good faith reason to suspect that an employee has committed an offense that could result in
23 discipline. The County agrees not to request or view AVL data, absent any other evidence, for the
24 purpose of monitoring an employee who may have committed a violation of some rule or policy that
25 could result in disciplinary action (i.e., no fishing expeditions).



D. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data upon request before conducting an investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.

E. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

F. All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union represented employee, for response pursuant to the department's policies and procedures.

GRIEVANCE PROCEDURE

~~— Pursuant to the MLA Article 26.~~

ARTICLE ~~13~~9: EQUAL EMPLOYMENT OPPORTUNITY

~~The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation, gender identity, ancestry or disability.~~ Grievances under this article shall not be subject to arbitration.

ARTICLE ~~14~~10: SAVINGS CLAUSE EMPLOYEE DEVELOPMENT

The County and the Union agree that training and employee career development can be beneficial to both the County and the affected employee. Training, career development, and educational needs may be identified by both the County and by the employee. The parties recognize



that employees are integral partners in managing their career development. The County is committed to providing employees with support and implementation of professional development opportunities, within the parameters of available resources. The parties agree that Employee Development shall be a standing topic at Labor Management Committee meetings.

~~Pursuant to MLA Article 30.~~

ARTICLE 11: STANDBY, ESCALATION AND AFTER-HOURS SUPPORT

Effective January 2022, the parties will establish a bi-monthly LMC dedicated to exploring opportunities to improve the standby, escalation, and after-hours support process to be concluded by December 31, 2022. In addition to reviewing the current process, the parties will consider alternatives to on-call rotations as well as operational impacts of those alternatives. The parties mutually agree to reopen this Article of the Appendix should there be significant modifications to such processes as a result of the LMC.

ARTICLE ~~15~~12: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 15.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 15.2 Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to



1 immediately cease engaging in such work stoppage and provide the County with a copy of such
2 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
3 such Union employees to cease engaging in such a work stoppage.

4 **Section 15.3** Any employee participating in such work stoppage or in other ways committing
5 an act prohibited in this article shall be considered absent without leave. The County may consider
6 such absence a resignation. Such employees are also subject to discharge, suspension, or other
7 disciplinary action.

8
9 **ARTICLE ~~16~~13: WAIVER CLAUSE**

10 The parties acknowledge that each has had the unlimited right within the law and the
11 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
12 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
13 Agreement. Therefore, unless mutually agreed otherwise by the parties, the County and the Union,
14 for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain
15 with respect to any subject or matter not specifically referred to or covered in this Agreement. Unless
16 specified in this agreement, nothing herein will be construed as a waiver of the Union's collective
17 bargaining rights with respect to changes in matters which are mandatorily negotiable under the law.

18
19 **ARTICLE ~~17~~14: SHOP STEWARDS, UNION ACTIVITIES, AND REPRESENTATION**

20 Pursuant to MLA Articles 21 and 23, except as modified below.

21 **Section 17.1** Union Representatives (Staff) may visit the work location of employees covered
22 by the Agreement at any reasonable time. They shall report to the employee's appropriate
23 manager/designee upon arrival at the work site being visited. Such visit cannot unreasonably
24 interfere with business.

25 **Section 17.2** The Union will furnish the department and the Labor Negotiator with the names



of Shop Stewards. Shop Stewards will be allowed to conduct a reasonable amount of contract administration duties during working hours. When contract administration business is conducted during working hours, the steward is responsible for clearing the time taken away from work with his/her manager or supervisor.

Section 17.3 Seniority:

A. All regular employees shall accrue seniority from the date of hire with the County.

B. Term-limited temporary (TLT) employees subsequently hired into a regular position without a break in service, and who complete the probationary period, shall be credited with seniority retroactive to date of hire as a TLT employee.

C. Seniority shall be defined as the adjusted service date with the County.

ARTICLE 18.15: REVIEW OF PERSONNEL FILES

Section 18.1. Upon request, an employee can schedule an appointment to review his/her personnel file. An employee may authorize, in writing, that his/her Union representative may obtain a copy of his/her personnel file. An employee may also review and copy, upon request, any files to which s/he has a legal right to access. An employee who challenges material included in his or her personnel file is permitted to insert material relating to that challenge into their personnel file.

Section 18.2. A copy of any discipline document or document related to performance that is placed into an employee's personnel file shall be provided to the employee.

ARTICLE 19.16: WESTERN CONFERENCE OF TEAMSTER PENSION

The County and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that negotiating will only occur after a majority of the bargaining unit



employees vote in favor of participating in the Plan, and all bargaining unit employees must participate.

ARTICLE 2017: MODIFICATION TO CLASSIFICATION

The parties agree that while the County has the right to modify job classifications, it will discharge its legal bargaining obligations before implementing the change(s).

ARTICLE 21: DURATION

~~Pursuant to MLA Article 31.~~

APPROVED this _____ day of _____, 2018.

By: _____
King County Executive

John Searcy
Secretary-Treasurer
International Brotherhood of Teamsters Local 117



cba Code: 456

Union Code(s): F16

International Brotherhood of Teamsters Local 117
Information Technology Managers and Supervisors - Department of King County Information
Technology, Executive Branch Departments; Department of Executive Services
[456]

cba Code: 456

Union Code(s): F16

ADDENDUM A
WAGE ADDENDUM

<u>Job</u> <u>Class</u> <u>Code</u>	<u>PeopleSoft</u> <u>Job</u> <u>Code</u>	<u>Classification Title</u>	<u>Effective</u> <u>upon final</u> <u>approval by</u> <u>Council, but</u> <u>no later than</u> <u>8/1/22</u> <u>Range</u>
<u>TBD</u>	<u>TBD</u>	<u>Customer Success Manager</u>	<u>79</u>
<u>7341100</u>	<u>740102</u>	<u>IT Services Supervisor</u>	<u>72</u>
<u>TBD</u>	<u>TBD</u>	<u>IT Manager</u>	<u>76</u>
<u>TBD</u>	<u>TBD</u>	<u>IT Manager-Senior</u>	<u>78</u>
<u>1231300</u>	<u>123501</u>	<u>IT Manager-Principal</u>	<u>80</u>
<u>TBD</u>	<u>TBD</u>	<u>IT Project Manager-Senior</u>	<u>75</u>
<u>7331300</u>	<u>736502</u>	<u>IT Program/Product Manager</u>	<u>78</u>
<u>TBD</u>	<u>TBD</u>	<u>Principal Technology Strategist</u>	<u>79</u>
<u>For rates, please refer to the King County Squared Salary Schedule</u>			

All reclassifications will be based on step-for-step movement to their new CP2 Classification (i.e. IT Project Manager III at Step 10 reclassified to an IT Program/Product Manager will remain at Step 10). Additionally, any MoT earned prior to assumption of a new CP2 Classification shall be retained.



All members of the bargaining unit will receive 2.4% of the CP2 base annual salary retroactively for the two-year period prior to implementation (pro-rated based on date of hire) and payable upon ratification and implementation of this Agreement.



ADDENDUM A
WAGE ADDENDUM

Job Class Code	PeopleSoft Job Code	Classification Title	Range
1242100	124202	Chief Information Security Officer	77
7333100	736805	Distributed Systems/LAN/PC Sup	68
1230100	123002	IT Enterprise Manager I	75
1230200	123102	IT Enterprise Manager II	77
1230300	123202	IT Enterprise Manager III	79
1231100	123303	IT Manager I	75
1231200	123401	IT Manager II	77
1231300	123501	IT Manager III	79
1232100	123602	IT Project Director (TLT)	85
7331300	736502	IT Project Manager III	75
1261200	126202	IT Services Delivery Manager	79
7305100	739102	IT Services Manager I	75
7306100	739202	IT Services Manager II	77
7307100	739302	IT Services Manager III	79
7341100	740102	IT Services Supervisor	72
7332100	736606	IT Supervisor I	72
7332200	736704	IT Supervisor II	75
1241100	124102	Strategic Information Resources Manager	79
For rates, please refer to the King County Squared Salary Schedule			

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 extension requests.

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.

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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 three-person 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.

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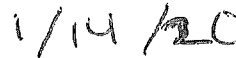
The decision of the panel shall be considered a "previous classification determination" for purposes of Article 14.1.1.B. of the MLA and future reclassification requests.

- 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:

John Searcy
Secretary-Treasurer

Date

For King County:



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



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:

John Searcy
Secretary-Treasurer

1/10/20
Date

For King County:

Sasha Alessi

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

1/14/2020
Date