Attachment D 2002 589

MEMORANDUM OF AGREEMENT

14540

BETWEEN

KING COUNTY

AND

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17(A)

Subject: Cost of Living Adjustment for 2001

King County and the International Federation of Professional and Technical Engineers, Local 17, agree to increase December 31, 2000 wage rates with the cost of living adjustment of 3.11% effective as of January 1, 2001. This adjustment applies to the represented classifications in the 17A bargaining unit as of December 31, 2000. The cost of living adjustment will be factored into any 2001 wage rate increases that are negotiated between King County and the Union under the Classification/Compensation Project coalition process.

For the Union:

For King County:

04040100

MEMORANDUM OF AGREEMENT

by and between KING COUNTY

and

INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS LOCAL 17

Representing Employees in the 17A Bargaining Unit

SUBJECT: IMPLEMENTATION OF COALITION BARGAINING –
ADMINISTRATIVE SUPPORT SERVICES OCCUPATIONAL GROUP

King County (County) and International Federation of Professional & Technical Engineers, Local 17 (Union) hereby adopt the "Memorandum of Agreement regarding Wages for Administrative Support Services Occupational Group, by and between King County and Union Bargaining Coalition," (Coalition Agreement document code 000CBU0199) as the agreement of the parties concerning wages for the employees represented by the Union in the Department of Development and Environmental Services. This agreement expiring December 31, 2001 clarifies the time period of 1999 through 2001.

The Coalition Agreement is attached hereto. The parties agree to apply its terms and conditions for bargaining unit employees represented by the Union in job classification titles covered by the Coalition Agreement. The parties understand that all provisions are contingent upon bargaining unit ratification and upon the approval of the Executive and final ratification and funding appropriation by the Metropolitan King County Council.

The County and the Union (parties) therefore have agreed to the following:

1. New King County Pay Ranges

The parties agree that the newly adopted classifications shall be compensated at the pay ranges negotiated by and between the parties shown below. These pay ranges are associated with a squared, 10 step wage pay plan. The ranges identified below 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 below and no additional premium or special duty pay will be provided for the performance of such duties.

Classification Title	Pay
	Range
Fiscal Specialist I	34
Fiscal Specialist II	38
Fiscal Specialist III	42
Fiscal Specialist IV	47
Administrative Specialist I	33
Administrative Specialist II	37
Administrative Specialist III	41
Administrative Specialist IV	46
Customer Services Specialist I	32
Customer Services Specialist II	36
Customer Services Specialist III	40
Customer Services Specialist IV	45
Technical Information Processing Specialist I	32
Technical Information Processing Specialist II	36
Technical Information Processing Specialist III	40
Technical Information Processing Specialist IV	45
Administrative Office Assistant	29
Revenue Processor	37

2. Pay Adjustment and Step Progression

The 1999 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 1999 and the employee's new pay rate on the new pay range for all hours worked in 1999. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 1999 cost of living increase.

The 2000 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 2000 and the employee's new pay rate on the new pay range for all hours worked in 2000. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 2000 cost of living increase.

The 2001 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 2001 and the employee's new pay rate on the new pay range for all hours worked in 2001. This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 2001 cost of living increase.

Following implementation of the new ranges, employees shall progress annually through the salary range assigned to their job classification until they reach the top step of their salary range.

3. Retroactive Pay Adjustment through August 31, 2001

Appendix A is a list of employees and the specific amount of retroactive payment due each employee. This sum represents the full and final settlement of all 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 except for any pending classification appeal timely filed. Any compensation received for work out-of-class, special duty, acting pay, or other pay related to classification will not be retroactively recalculated based upon the new wage rates.

The data upon which the amounts in Appendix A are based have been reviewed by both parties. The parties understand that these amounts were based upon data available at the time of calculation, are final determinations, and are not subject to further review.

4. 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 Agreement. Further, both parties agree that this 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, except as additional OHRM review is provided for in this Agreement or pursuant to any pending classification appeal timely filed. Therefore, the County and the Union, for the duration of this 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 Agreement and the Unions agree that this Agreement represents the full and entire agreement between the parties on classification and compensation matters.

5. Normal Withholding

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

The retroactive payments made pursuant to this 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 the retroactive payment check.

6. Implementation Schedule

The parties agree to devise a realistic time-table for implementing the Classification/Compensation Project allocations and pay ranges set forth in this Agreement.

7. Duration of this Agreement

The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2001.

APPROVED this _	21 day of November, 2001
Ву	Jule July
	King County Executive

For the Union:

International Federation of Professional & Technical Engineers, Local 17

Date