MEMORANDUM OF UNDERSTANDING BETWEEN

THE EVERGREEN STATE COLLEGE (EVERGREEN)

WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)

IT PROFESSIONAL STRUCTURE

The Memorandum of Understanding (MOU) sets forth the following agreement between The Evergreen State College (Evergreen) and the Washington Federation of State Employees (WFSE) pursuit to the classified employees 2019-2021 collective bargaining agreement (CBA) beginning July 1, 2019.

The State of Washington Office of Financial Management (OFM) and the Washington Federation of State Employees have reached agreement regarding the implementation of the new Information Technology Professional Structure (IT Professional Structure). Evergreen will adopt the new Job Families, Levels, and associate classification changes agreed to by OFM and WFSE for the new classifications in accordance with Article 42, Classification, of the current CBA.

In accordance with Article 42, Classification, Evergreen will allocate each bargaining unit position to the appropriate classification within the classification plan.

I. Definitions:

The parties agree to the following terms and explanations for the purposes of implementation of the new IT Professional Structure.

Term	Explanation				
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.				
	IT Families include: Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.				
Level	The measure of complexity of work performed. IT Levels include: Entry, Journey, Senior/Specialist, Expert.				
	IT Manager, and Senior IT Manager				
Allocation	The assignment of a position to a job family and level.				

Reallocation	The assignment of a position to a different level and/or job family.
Class, Classes, and Classification (where used in reference to job classification)	Where these terms are used in the Evergreen/WFSE CBA, for the purposes of the implementation of the new IT Professional Structure, they shall be followed by "or job family/ies and level/s."

II. Impacts:

- A. For the purposes of breaking ties in seniority for those employees impacted by the implementation of the new IT Professional Structure, Article 39.2 A, Seniority, of the CBA will not apply.
- B. The following conditions of employment will not change because a position is being transitioned into the new IT Professional Structure:
 - i. Required licensure and/or certifications;
 - ii. The grievance procedure, as outlined in Article 30, Grievance Procedure;
 - iii. Status, including time in classified services as an in-training, project, cyclic, trial service, transition review or probationary employee;
- C. Consistent with Article 37, Mandatory Subjects, of the CBA, Evergreen will provide notice of any proposed change resulting in bargaining unit work leaving the bargaining unit.

III. Work History

- A. Evergreen will utilize the assessment form developed by the workgroup convened by OFM and WFSE. The workgroup will develop an IT Assessment Form and the procedures that will be used for completion of the form. The purpose of the form is to allow an employee in an IT Professional Structure hired on or before June 30, 2019, the ability to objectively capture their work history, skills and abilities for the IT positions worked prior to June 30, 2019. In the event of a layoff, reversion, or other relevant employment action, the IT Assessment Form may be submitted and used, along with any other relevant information, to determine impacted employee option(s) or comparability within the IT Professional Structure.
- B. Article 35.9, Layoff and Recall, will modified to the following:

35.9 Options within the Layoff Unit

A. Employees will be laid off in accordance with seniority, as defined in Article 39, Seniority. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The

Employer may require updated information from the employee regarding the employee's current skills and abilities. Employees being laid off will be provided one (1) option within the layoff unit in descending order of salary range and one (1) progressively lower level at a time:

- 1. A funded vacant position for which the employee has the skills and abilities, within the employee's current job classification.
- 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within the employee's current job classification.
- 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as the employee's current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within the employee's current job classification series even if the employee has not held permanent status in the lower job classification.
- B. For employees who have transitioned into the IT Professional Structure on July 1, 2019, layoff options within the layoff unit will be determined as follows:
 - 1. Options will be provided in descending order of salary range and one (1) progressively lower level at a time based on comparable funded positions. Vacant positions will be offered prior to filled positions.
 - 2. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position based on the employee's work history and completed IT Assessment Form. The Employer may require updated information from the employee regarding their current skills and abilities.
 - 3. Employees being laid off will be provided one (1) option within the layoff unit:
 - a. A funded vacant position within their current permanent job family

level for which the employee has the skills and abilities.

- b. A funded vacant potion within another job family and level at the same salary range for which the employee has the skills and abilities.
- c. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.
- d. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
- e. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within a job classification within a job classification series that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification.
- C. "Pool" options will be used when more than one employee in the same classification, with the same skills and abilities, within the same layoff unit are laid off at the same time, and there are at least the same number of options available as the number of employees comprising the "pool." All employees in the "pool" are offered the same options and asked to make their selections in order of preference. The option will be awarded based on seniority.
- D. If a job classification in which an employee has previously held status has been abolished or revised, the Employer, when necessary, will confer with State Human Resources Director to determine the job classification history. The Employer will use the job classification history to identify the layoff option.

IV. Compensation

- A. The parties agree that the chart in Attachment 1 to this MOU reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019, prior to the application of any negotiated increases. The chart in Attachment 2 to this MOU reflects the steps within those ranges effective July 1, 2019 prior to the application of any negotiated increases.
- B. In recognition of the unique scale of the IT Professional Structure, the parties agree to vary from the CBA for salary assignment. Employees reallocated into the IT Professional Structure on July 1, 2019 will have their initial salary determined as follows:
 - i. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.
 - ii. All other employees will have their salary in effect as of June 30, 2019 increased by 2.5% (two and one-half percent). Effective July 1, 2019 these employees will transition to the assigned range and step on the IT Professional Structure salary schedule for their family and level that is nearest to, but no less than, their adjusted salary, except that no employee will be placed higher than Step M on the new salary schedule.
 - iii. The new IT Professional Structure salary schedule will then be adjusted to reflect any negotiated general wage increase effective July 1, 2019.
- C. Employees in the IT Professional Structure will receive periodic increases in accordance with Article 43 of the CBA.
- D. Question #16 of the Step M Q&A applies to positions transitioned due to the implementation of the IT Professional Structure.
 - 16. If a classification is moved to a new pay range as a result of collective bargaining will time spent at Step L of the previous range count towards the six-year requirement to move to step M of the new range?

Yes. If a classification is moved to a new pay range as a result of collective bargaining, time spent at step L of the previous range will count towards the six-year requirement to move to step M of the new range.

E. Positions at the Entry, Journey, and Senior/Specialist level in the IT Professional Structure that are designated as a supervisor will receive a five percent (5%) supervisory pay differential in addition to the base salary.

F. This agreement is not precedent setting. Subject to legislative approval of the IT Professional Structure MOU between OFM and WFSE, employees will transition in the new OFM IT Professional Structure and appropriate job family beginning July 1, 2019. This agreement will take effect on June 30, 2019.

THE WASHINGTON FEDERATION
OF STATE EMPLOYEES

BY: Tolly
Ron Heley, Labor Advocate

DATE: 6/17/9

THE EVERGREEN STATE
COLLEGE

RY: Jau'ul R. Ugnanski, AVP HRS

DATE: 6/17/9

DATE: 6/17/9

Attachment 1

The parties agree to implement the final version of the in Professional Structure Range Assignments and recognite this attachment is a draft version from October, 2018.

IT Professional Structure Range Assignments DRAFT

The IT Professional Structure has not been legislatively funded or adopted into the state's classification and compensation plan. All information is preliminary and not official.

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. Job lovel	Job Family	Assignment
Entry	IT App Development	4
Journey	IT App Development	5
Senior/Specialist	IT App Development	8
Expert	IT App Development	10
IT Manager	IT App Development	10
Sr I'T Manager	IT App Development	1.1.
Journey	IT Architecture	4
Senlor/Specialist	IT Architecture	9
Expert	IT Architecture	11
l'I' Manager	IT Architecture	1.0
Sr II' Manager	IT Architecture	11
Entry	IT Business Analysis	3
Journay	l'i Business Analysis	5
Senior/Specialist	IT Business Analysis	7
Expert	IT Business Analysis	9
IT Manager ·	IT Business Analysis	9
Sr IT Managér	IT Business Analysis	10
Entry	l'i Customer Support	1
fourney	IT Customer Support	3
Sénlor/Specialist	IT Customer Support	5
T Mønager	IT Customer Support	- B
Entry .	IT Data Management	2
lourney	IT Data Management	6
Senior/Specialist	IT Data Management	. 7
Expert	IT Data Management	9
IT Manager	IT Date Management	10
Sr IT Manager	IT Data Management	11
Entry	IT Network & Telecoms	3
lourney	IT Network & Telecoms	5
Senior/Specialist	IT Network & Talacoms	7
Expert	IT Network & Telecoms	9
T Manager	IT Network & Telecoms	9
St IT Manager	IT Network & Telecoms	11
Entry	IT Policy & Planning	2.
lourney .	IT Policy & Planning	3
Senior/Specialist	17 Policy & Planning	8
Expert	it Policy & Planning	9
T Manuger	IT Policy & Planning	1.0
Sr IT Manager	IT Policy & Planning	11
Entry	IT Project Management	li,
lourney	IT Project Management	6
	Tri Cralane iaminidiaminalit	1

Attachment 1

Job level		Range Assignment
Senior/Specialist	IT Project Management	8
Expert	IT Project Management	10
l'T Manager	IT Project Management	10
Sr IT Manager	IT Project Management	11
Entry	IT Quality Assurance	3
Journey	IT Quality Assurance	5
Senior/Specialist	IT Quality Assurance	7
Expert	IT Quality Assurance	8
T Manager	IT Quality Assurance	9
Sr IT Manager	IT Quality Assurance	10
Journey	IT Security	5
Senior/Specialist	IT Security	8
Expert	IT Security	1,1.
IT Manager	IT Security	10
Sr IT Manager	IT Security	11
Entry	IT Systems Admin	3
lourney .	(T Systems Admin	G
Senior/Specialist	IT Systems Admin	7
Expert	IT Systems Admin	9 .
T Manager	IT Systems Admin	8
Sr IT Manager	IT Systems Admin	9
≤ntry	IT Vendor Management	1 .
ourney	IT Vendor Management	4
Senior/Specialist	IT Vendor Management	7
expert	IT Vendor Management	8
T Manager	IT Vendor Management	10
Sr IT Manager	IT Vendor Management	11

Attachment 2

James R. Uzranski 6/17/19

IT SALARY SCHEDULE- TENTATIVE AGREEMENT

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2019-2021 budgets.

negotiated general wage increase for July 2019. The schedule in the tentative agreement includes the legislatively approved January 2019 general wage increase. DOES NOT include any

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400,36	55,336	368,88	84,560	80,528	75,788	73,140	68,028	53,300	58,872	54,758	n
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135,480	333,450	113,796	108,384	108,212	\$3,304	53,612	87,072	81,048	75,360	70,776	*

^{*} All employees will progress to Step M six (6) years after being assigned to Step L in their permainent solery ratge.