

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 24 of the Master Labor Agreement
Professional and Technical Employees, Local 17
Departments: Public Health, Community & Human Services
[060]**

Subject: Total Compensation Coalition Small Table Terms

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County) and the Professional and Technical Employees, Local 17 (the Union).

BACKGROUND

1. The County and the Union have bargained in good faith during the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. This Agreement is intended to represent the mutually agreed upon changes to be incorporated into Appendix 24 through December 31, 2020.

2. This Appendix 24 Memorandum of Agreement should be understood in conjunction with existing terms in Appendix 24, the Master Labor Agreement, and the Total Compensation Agreement 2019-2020.

AGREEMENTS

1. **Effective date:** This Agreement provides changes to the Appendix and shall be effective January 1, 2019, including changes to Addendum A (Wages) for retroactive pay purposes. The Agreement is subject to approval by King County Council.

ARTICLE 4: NONDISCRIMINATION

Section 4.1. Non-discrimination. The County and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, including gender identity, gender expression, creed, religion, ancestry, or national origin; or the presence of any sensory, mental or physical disability, unless based on a bona fide occupational qualification reasonably necessary to the normal operation of the Department.

Section 4.2. Gender-Neutral Language. Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply to either gender.

ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL LEAVE, AND LEAVES OF ABSENCE

Section 12.1. Wellness Incentive. ~~Full-time regular, part-time regular and term-limited temporary 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.~~

ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING PRIORITY

Section 18.7. Hiring Priority Process:

Vacant career service bargaining unit positions and term limited temporary bargaining unit positions shall be filled in accordance with the two part process outlined below, as follows:

A. PART 1: Prior to a vacant bargaining unit position being posted, the County will determine whether the position can be filled by Part 1 (steps 1 – 3).

1. Career Service bargaining unit employees eligible for Layoff/Recall.

2. Career Service bargaining unit employees eligible for Disability Job Reassignment, or secondarily by King County Disability Reassignment.

3. Non-bargaining unit employees eligible for Career Service Layoff/Recall.

B. PART 2: If the position is not filled by Part 1, the County shall proceed with posting the position in accordance with MLA Article 18 and follow the process in Part 2 (steps 4 – 6).

4. Job Posting. In accordance with MLA Article 18, vacant career service bargaining unit positions and term limited temporary bargaining unit positions shall be posted on the King County website and in Human Resources for a minimum of fourteen (14) calendar days for internal and external candidates to apply. If MLA Article 18 is modified, the new terms shall supersede and replace this Job Posting section.

5. Scoring. The County shall determine whether the rating of job applicants will be by a numerical score, banding method, or alternative rating method prior to conducting interviews.

6. Selection: Career service bargaining unit applicants and term-limited temporary bargaining unit job applicants shall receive a 10% increase in their interview score over non-bargaining unit applicants. If the recruitment uses a “band rating” method, the County shall provide a one band score increase in lieu of 10% score increase over non-bargaining unit candidates. Seniority may be used as a tie breaker in circumstances where two bargaining unit applicants are substantially equal based upon relevant criteria. The 10% score increase shall only apply if the applicant has no documented disciplinary actions in the prior 24 months and no performance deficiencies (performance improvement plan or a below satisfactory rating in any aspect of the performance evaluation) in the prior 12 months.

a. Upon request, bargaining unit applicants that are interviewed and not hired may receive a written explanation by the County of why they were not hired into the position.

A. Posting. Vacant bargaining unit positions (Career Service and term-limited temporary) shall be posted for not less than ten (10) consecutive calendar days on the Public Health website and elsewhere both concurrently to internal County employees and to potential employees external to the County. Job postings shall include desired and required qualifications.

~~_____~~ **B. Hiring.** The Department recognizes vacant bargaining unit positions will be filled internally whenever possible. Candidates for Career Service bargaining unit positions shall be accorded preference for vacant positions in the following order:

~~_____~~ 1. Career Service bargaining unit employees eligible for Layoff/Recall according to Sections 4 and 5 of this Article.

~~_____~~ 2. Career Service bargaining unit employees eligible for Disability Job Reassignment.

~~_____~~ 3. King County Disability Job Reassignment employees.

~~_____~~ 4. King County Career Service Layoff/Recall employees.

~~_____~~ 5. External applicants (external applicants means both King County Career Service and non-Career Service employees external to the bargaining unit and applicants external to King County) pursuant to the best interest justification of Section 4 of the King County Workforce Plan Clarification 03-PSP-05, as amended. The Department shall notify the Union via electronically or facsimile three (3) working days prior to any offer to an external candidate with the justification for hiring the external applicant over the Career Service Bargaining Unit Employee.

~~_____~~ a). All career service bargaining unit applicants will receive a 10% preference in the interview score over external candidates. This preference will apply if the employee has no documented disciplinary actions in the prior 24 months and no performance deficiencies (performance improvement plan or a below satisfactory rating in any aspect of the performance evaluation) in the prior 12 months.

~~_____~~ 6. Career Service Bargaining Unit employees.

~~_____~~ 7. Internal King County Career Service employees and bargaining unit probationary, term limited temporary and temporary employees.

~~_____~~ 8. External King County employees.

~~_____~~ The following shall apply to Career Service bargaining unit employees applying for vacant bargaining unit positions:

~~_____~~ a. The Department shall interview all internal and screened applicants meeting desired qualifications. In the event the Department determines an internal applicant does not meet desired qualifications for the position, it shall provide a written explanation indicating qualifications not met to the applicant. For those internal applicants that were interviewed and not hired for the position the Department shall provide a written explanation of why they were not hired into the position to the applicant.

~~_____~~ b. Give preference to filling any such open position to applicants under this agreement on the basis of seniority where the qualifications of the applicants are substantially equal based upon relevant criteria.

ARTICLE 20: GENERAL CONDITIONS

Section 20.11. Upon management approval, a bargaining unit employee who is qualified to obtain one or more of the certifications listed below relevant to his or her practice area shall receive a premium of one hundred dollars (\$100.00) per month while the certification is current and in good standing. The certification premium will be effective the first full pay period after the date a copy of documentation of certification is received and approved by the County. An employee is eligible to receive a maximum certification premium of \$100 per month regardless of the number of qualifying certifications the employee may have. The County may discontinue the certification premium if the employee is unable to document the certification is in good standing or the employee transfers or promotes to a different classification or practice area for which the certification is no longer relevant to the position. Prior to obtaining a certification, an employee will confirm with their manager about whether

the certification is relevant to his or her job.

Below represent the board certifications eligible for the pay premium under this Section:

1. International Board Certified Lactation Consultant (IBCLC);
2. Board Certification as a Specialist in Pediatric Nutrition (from Commission on Dietetic Registration);
3. Interdisciplinary Specialist Certification in Obesity and Weight Management (from Commission on Dietetic Registration); and,
4. Certified Diabetes Educator.

Addendum A: Wages

PTE, Local 17 – Departments of: Public Health and Community and Human Services – Addendum A (for all full-time regular, part-time regular, probationary, term limited temporary, part-time and temporary employees as these terms are defined in Article 21 - Definitions)

| Job Class Code | PeopleSoft Class Code | Classification Title | Pay Range (Squared Table) |
|---------------------------------|------------------------------|---|----------------------------------|
| <i>Administrative Unit – C9</i> | | | |
| 2110200 | 211204 | Accountant | 52 |
| 2110100 | 211103 | Accountant - Assistant | 46 |
| 4200100 | 421105 | Administrative Office Assistant | 29 |
| 4201100 | 421205 | Administrative Specialist I | 33 |
| 4201200 | 421306 | Administrative Specialist II | 37 |
| 4201300 | 421404 | Administrative Specialist III | 41 |
| 4201400 | 421503 | Administrative Specialist IV | 46 |
| 2101100 | 210102 | Billing Analyst | 45 |
| 2131100 | 214108 | Business and Finance Officer I | 53 |
| 2131200 | 214212 | Business and Finance Officer II | 58 |
| 4300100 | 431207 | Customer Service Specialist I | 32 |
| 4300200 | 431306 | Customer Service Specialist II | 36 |
| 4300300 | 431406 | Customer Service Specialist III | 40 |
| 7303100 | 733102 | Data Administrator | 50 |
| 4101100 | 411103 | Fiscal Specialist I | 34 |
| 4101200 | 411204 | Fiscal Specialist II | 38 |
| 4101300 | 411303 | Fiscal Specialist III | 42 |
| 4101400 | 411402 | Fiscal Specialist IV | 47 |
| 4400100 | 441101 | Technical Information Processing Specialist I | 32 |
| 4400200 | 441204 | Technical Information Processing Specialist II | 36 |
| 4400300 | 441303 | Technical Information Processing Specialist III | 40 |
| 4400400 | 441401 | Technical Information Processing Specialist IV | 45 |

| <i>Health Professional, Technical Unit – C9A</i> | | | |
|--|--------|------------------------|----|
| 3420100 | 341101 | Application Worker | 39 |
| 2250100 | 226101 | Education Specialist | 44 |
| 2251100 | 226206 | Educator Consultant I | 54 |
| 2251200 | 226308 | Educator Consultant II | 58 |

| Job Class Code | PeopleSoft Class Code | Classification Title | Pay Range (Squared Table) |
|-----------------------|------------------------------|---|----------------------------------|
| 2251300 | 226405 | Educator Consultant III | 62 |
| 3427100 | 344102 | Family Resources Coordinator | 41 |
| 3421100 | 341203 | Health Care Assistant | 37 |
| 3422100 | 341302 | Health Outreach Aide | 35 |
| 3423100 | 341402 | Health Program Assistant I | 41 |
| 3423200 | 341502 | Health Program Assistant II | 45 |
| 7531100 | 754102 | Laboratory Assistant I | 28 |
| 7531200 | 754202 | Laboratory Assistant II | 33 |
| 3419100 | 341002 | Medical Assistant | 37 |
| 3424100 | 342102 | Medical Interpreter | 40 |
| 3424200 | 342202 | Medical Interpreter / Translator | 43 |
| 7537100 | 755702 | Medical Technologist | 46 |
| 7533100 | 755102 | Microbiologist - Public Health | 46 |
| 7533200 | 755202 | Microbiologist - Public Health - Senior | 50 |
| 3418100 | 340902 | Nutrition Assistant | 37 |
| 3425300 | 343202 | Nutrition Consultant I | 56 <u>57</u> |
| 3425400 | 343402 | Nutrition Consultant II | 58 <u>59</u> |
| 3425100 | 343102 | Nutritionist I | 52 |
| 3425200 | 343002 | Nutritionist II | 54 <u>56</u> |
| 3320100 | 333102 | Pharmacist | 73 |
| 3321100 | 333302 | Pharmacy Assistant | 28 |
| 3320200 | 333202 | Pharmacy Supervisor | 77 |
| 3321200 | 333402 | Pharmacy Technician | 37 |
| 3115100 | 312202 | Social Services Specialist | 41 |
| 3116100 | 312307 | Social Worker | 52 |
| 3116200 | 213404 | Social Worker - Senior | 57 |
| 3429100 | 344302 | X-Ray Technician | 47 |

| <i>Public Health Administrative Support Supervisor Bargaining Unit – C9B</i> | | | |
|---|--------|---|----|
| 4207100 | 427102 | Public Health Administrative Support Supervisor | 53 |
| <i>Environmental Health Professional, Technical Unit – C9C</i> | | | |
| 5320100 | 535101 | Health and Environmental Inspector | 46 |
| 5321100 | 535204 | Health and Environmental Investigator I | 51 |

| Job Class Code | PeopleSoft Class Code | Classification Title | Pay Range (Squared Table) |
|---|------------------------------|---|----------------------------------|
| 5321200 | 535301 | Health and Environmental Investigator II | 58 |
| 5321300 | 535403 | Health and Environmental Investigator III | 60 63 |
| 5328100 | 539102 | Environmental Public Health Planner I | 53 |
| 5328200 | 539202 | Environmental Public Health Planner II | 58 |
| 5328300 | 539302 | Environmental Public Health Planner III | 63 |
| 5323100 | 537101 | MPRAF – Compliance Officer | 58 |
| <i>Emergency Medical Services Unit – C9D</i> | | | |
| 2252200 | 226607 | Occupational Education and Training Coordinator | 53 |
| 2252100 | 226502 | Occupational Education and Training Instructor | 44 |
| 2441100 | 243106 | Project / Program Manager I | 53 |
| 2441200 | 243205 | Project / Program Manager II | 58 |
| 2441300 | 243309 | Project / Program Manager III | 63 |
| 2441400 | 243405 | Project / Program Manager IV | 68 |
| <i>DCHS Involuntary Commitment Supervisor Unit – C9E</i> | | | |
| 3111200 | 311201 | Involuntary Commitment Supervisor | 65 |
| <i>Environmental Health Senior Professional Unit – C9F</i> | | | |
| 5321400 | 535504 | Health and Environmental Investigator IV | 65 68 |

MEMORANDUM OF AGREEMENT
RELEASE PLANNERS

The County and Union have reached agreement that the County will conduct a classification compensation review of work performed by different social worker type classifications and rates of pay, including employees in this bargaining unit performing the release planner body of work. The County's target completion for this work is first quarter of 2019. Any classification wage adjustments specific to those performing release planner work in Jail Health Services will be effective 1/1/2019 for retroactive pay purposes. The County will not decrease pay or Y-rate any of the incumbents in the social work classification performing release planner work as a result of the classification compensation survey above. The County agrees to bargain seniority related issues in the event that release planners are reclassified into a different classification.

MEMORANDUM OF AGREEMENT
HEALTH AND ENVIRONMENTAL INVESTIGATORS

1. CLASSIFICATIONS. The County has updated the classifications of the Health and Environmental Investigator (HEI) 3 and 4 specifications. The Union has reviewed and bargained impacts related to the classification updates.

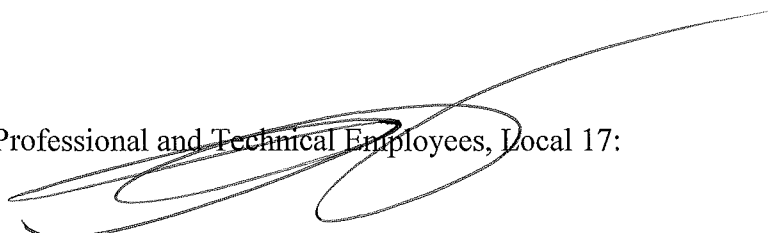
2. HEI SUPERVISION. The Union agrees not to dispute the County's use of other non-bargaining unit supervisory classifications that have HEI direct reports in limited situations to meet EH Division operational needs. The parties agree the intent of this MOA is to improve EH Division operations, not to reduce HEI represented positions.

3. WAGE RATES. In conjunction with this Agreement, the County agrees to new wage rates for HEI 3 and HEI 4 effective January 1, 2019. The terms of this Agreement (i.e., #2) are the rationale for an additional 1 range increase for HEI 3 and 4 above Range 62 and 67 respectively, resulting in HEI 3 pay rate at Range 63 and HEI 4 pay rate at Range 68.

When employees in the HEI 3 and 4 classifications are adjusted to their new pay rates, the employees will maintain their current step placement upon placement in their new range.

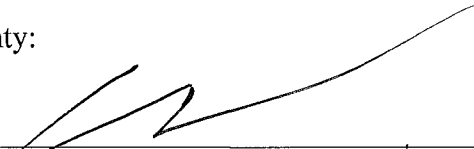
4. DURATION. This Agreement shall run concurrent with the parties' Appendix, and must be renewed after each contract term or it shall expire.

For Professional and Technical Employees, Local 17:



Lorelei Walker, Union Representative

For King County:



Andre Chevalier, Labor Relations Negotiator