

Ordinance 19844

**Memorandum of Agreement
By and Between
King County
and
Service Employees International Union, Local 925
Representing Employees in the Department of Natural Resources and Parks,
Wastewater Treatment Division
CLA Appendix 011**

Subject: Classification Wage Increases and changes to Hire/Transfer terms in the parties collective bargaining agreement (CLA 011 Appendix)

Background:

1. King County (the County) and the Service Employees International Union, Local 925, Wastewater Treatment Division bargaining unit (the Union) are parties to a collective bargaining agreement (Coalition Labor Agreement, Appendix 11) for the period of January 1, 2021, through December 31, 2024. A successor extension agreement has also been agreed upon effective January 1, 2025, through December 31, 2025.

2. In Appendix 011, the Union and County agreed upon a Memorandum of Agreement “Salary Survey,” which required the County to conduct a total compensation salary survey of identified classifications in the bargaining unit and to engage in subsequent wage negotiations. The total compensation salary survey was completed, and the parties also successfully concluded negotiations resulting in this Memorandum of Agreement (“MOA”) related to classification wage rate changes and changes to the hiring/transfer process to more efficiently fill position vacancies.

3. The County examined recruitment and retention issues in the bargaining unit, and the parties were able to agree on changes in the CBA that are intended to improve Wastewater Treatment Division recruitment efforts for vacant bargaining unit jobs and to streamline how vacant career service positions are filled.

Agreement:

1. The Union and County (parties) agrees to the following changes applicable to Appendix 011
ADDENDUM A: WAGE RATES

A. Classifications and Rates of Pay

The classifications covered under this Agreement shall be compensated on the County’s Squared Salary Table on the ranges set forth below:

cba Code: 011

Union Code: A2

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
9440300	942402	Crew Chief	53	2-4-6-8-10
9101100	912103	Custodian	37	2-4-6-8-10
9101000	912001	Custodian – Assistant	26	2-4-6-8-10
9200100	921101	Gardener	43	2-4-6-8-10
9200200	921201	Gardener – Senior	48	2-4-6-8-10
7540700	954000	Helper (Seasonal)	30	2-4-6-8-10
8423100	844101	Industrial Engine Mechanic	55	2-4-6-8-10
8301100	831101	Industrial Instrument Technician	<u>61</u> 57	8-10
8301200	831201	Industrial Instrument/Electrical Technician – Lead	<u>65</u> 61	10
8424100	844201	Industrial Lubrication Systems Specialist	<u>55</u> 51	2-4-6-8-10
8421100	842401	Industrial Machinist	55	2-4-6-8-10
8421200	842501	Industrial Machinist/Mechanic - Lead	<u>63</u> 59	10
8203100	822201	Industrial Maintenance Electrician	<u>61</u> 57	8-10
8420200	842201	Industrial Maintenance Mechanic	<u>55</u> 51	4-6-8-10
8420300	842301	Industrial Maintenance Mechanic - Master	<u>59</u> 55	2-4-6-8-10
8420100	842101	Industrial Maintenance Worker	<u>46</u> 42	6-8-10
8106100	812104	Industrial Painter	51	2-4-6-8-10
2211100	221503	Inventory Purchasing Specialist I	42	1-2-4-6-8-10
2211200	221606	Inventory Purchasing Specialist II	46	2-4-6-8-10
2211300	221705	Inventory Purchasing Specialist III	49	10
7532100	754301	Process Laboratory Specialist I	<u>49</u> 48	2-4-6-8-10
7532200	754401	Process Laboratory Specialist II	<u>53</u> 52	2-4-6-8-10
7532300	754501	Process Laboratory Specialist III	<u>57</u> 56	2-4-6-8-10
2334100	234102	Safety and Health Administrator I	43	2-4-6-8-10
2334200	234201	Safety and Health Administrator II	48	2-4-6-8-10
2334300	234301	Safety and Health Administrator III	54	2-4-6-8-10
2334400	234405	Safety and Health Administrator IV	63	2-4-6-8-10
7120100	713102	Wastewater Process Analyst I	<u>58</u> 54	2-4-6-8-10
7120200	713202	Wastewater Process Analyst II	<u>62</u> 59	2-4-6-8-10

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
7120300	713301	Wastewater Process Analyst III	67 64	2-4-6-8-10
7130100	711204	Wastewater Process Engineer I	61 57	2-4-6-8-10
7130200	711303	Wastewater Process Engineer II	66	2-4-6-8-10
7130300	711404	Wastewater Process Engineer III	70	2-4-6-8-10
<u>234111</u>	<u>2334900</u>	<u>Wastewater Safety Plant Officer</u>	<u>68</u>	<u>2-4-6-8-10</u>
2334700	234801	Wastewater Safety Administrator	63	2-4-6-8-10
2334800	234901	Wastewater Safety Technician	48	2-4-6-8-10
4210100	421309	Wastewater Support Specialist	43	1-2-4-6-8-10
7540100	756101	Wastewater Treatment Operator-in-Training	41 38	6-8-10
7540200	756202	Wastewater Treatment Operator	54 51	1-2-4-6-8-10
7540300	753602	Wastewater Treatment Operator - Senior	58 55	2-4-6-8-10
7540400	756402	Wastewater Treatment Operator - Senior in Charge	63 60	9
7540600	756601	Wastewater Treatment Utility Worker I	37	2-4-6-8-10
7540900	756902	Wastewater Treatment Utility Worker II	43	2-4-6-8-10

2. Retroactive Compensation. Compensation for the classification wage increases described above shall only be retroactively applied to January 1, 2023, until the implementation date of payroll changes to the following recipients described below. No retroactive pay shall apply to the Wastewater Safety Plant Officer incumbents because that issue has already been addressed fully by Memorandum of Agreement U011U0123.

- A. Current bargaining unit employees actively employed in the bargaining unit position on the Effective Date (i.e., see #5 below) of the MOA.
- B. Former bargaining unit employees that are employed with King County in a different position on the Effective Date of this MOA with retroactive compensation applying until their bargaining unit position was vacated. Note, the County shall not make any post-hire adjustments to employees’ salary steps based on this retroactive pay adjustment; and,
- C. Retirees¹ between January 1, 2023, and the implementation date of the MOA.

¹ Retirees will be those former King County employees that are indicated as “retired” in their Peoplesoft employment termination coding.

3. Step placement. Employees will be eligible to receive a “step-to-step” placement upon implementation of the wage adjustments. For example, an employee in the Industrial Maintenance Mechanic position at Range 51 Step 6 on 1/1/23 will be placed at Range 55 Step 6 for purposes of calculating retroactive pay.

4. Classification specifications. The parties agree the County in consult with Wastewater has revised some of the classification specifications that will receive market-based wage range adjustments to reflect assigned current work responsibilities. The County also intends to conduct a classification specification update to reflect assigned scope of duties of the Industrial Lubrication Systems Specialist. These changes are factored into the overall wage increases provided by this MOA.

5. Effective Date. Terms of this MOA pertaining to wage adjustments shall be effective after Union ratification and after the first day of the first full pay period following the effective date of the Ordinance, which is ten days following the King County executive’s approval signature. Reference to “implementation date” in this MOA means the date when payroll system changes have been implemented, which will occur after the Effective Date.

6. Article 8 Personnel Actions changes. The County and Union agree to replace and modify the below Sections of Article 8 indicated by underline with the new terms and strikethrough with the deleted CBA terms.

The agreed upon Article 8 changes (i.e., Section 8.1 through 8.5) shall be effective and replace current contract terms January 1, 2025, as described below with the new agreed upon changes indicated first by underline and the expiring sections indicated by strikethrough.

ARTICLE 8: PERSONNEL ACTIONS

8.1 Job Posting:

A. When position vacancies occur in the bargaining unit, job postings shall be consistent with CLA Article 18, and also include email notice to employees about bargaining unit career service job vacancies. The announcement shall include the selection criteria to be used in that selection process as well as an indication of whether that recruitment process will include a list of candidates to fill vacancies that occur during the following six (6) months. The County may seek input in advance about the job posting from the affected business team as needed.

The County will determine the duration of recruitment job posting that may go beyond the calendar day minimums established in the CLA Article 18. The County will also determine whether a particular recruitment involves one or multiple positions within a classification depending on operation and staffing needs at the time the recruitment is posted.

The County will create separate job postings for career service vacancies according to facility including the associated offsite locations and classification family (e.g., the County may post multiple operator positions at South Plant on one job posting, but if there is also a vacancy in the same classification at Brightwater that would be a separate job posting). Additionally, if the recruitment process will involve both an internal transfer and competitive process to fill multiple positions in the same classification family, the postings for transfer and competitive will be separate and distinct job postings. The purpose of separate postings is to ensure there is clarity about what positions are available for internal transfer and what positions will be filled by a competitive recruitment process. Term-Limited-Temporary position vacancies will be filled consistent with the CLA Article 18 only, and Special Duty Assignments shall be filled according to Article 15 of the CLA only.

8.2 Acting Assignments

CLA Article 15 (Special Duty Assignments) and Article 33 (Working Out of Class) apply to the bargaining unit. However, regular positions may be filled on an acting or temporary basis for no more than six (6) months without a process that includes solicitation of interest among bargaining unit employees and selection based upon job-related criteria. In no case will a regular position be filled on an acting basis for more than one year without the mutual agreement of the Union and WTD.

8.3. Recruitments: Competitive Process and Transfer Rights

- A. Process to Fill Vacant Career Service Positions.** For bargaining unit classifications excluding OITs and Senior Operator in Charge (SOIC), the following process will be used to fill vacant career service positions. Reference to employees in this section is only intended to apply to employees in career service positions, unless otherwise specified.
- B. Five-year rule.** Employees who have been members of the bargaining unit for less than five years are ineligible to use the competitive process or transfer to apply for openings in their current job classification family at a different facility (i.e. plant) and associated offsite locations but will continue to be eligible to compete for promotional positions. The County may approve an exception to the five-year rule in writing to permit an internal transfer or permit participation in a competitive process.
- C. Internal Transfer.** Employees who have been members of the bargaining unit for at least five years, and who have had no formal discipline within the preceding 6-months and have the requisite skills for the position, shall have the right to transfer to openings in their job classification family based on classification family seniority per this Article.

D. Process. Beginning at the start of each calendar year, the initial recruitment for the first two (2) career service vacant bargaining unit positions in any classification (aside from OIT and SOIC) will be filled by internal transfer. The next two (2) vacant career service positions in any classification will then be filled through a competitive process. Thereafter, the next two (2) vacant career service positions will be filled by transfer and alternate back to competitive as described above. Every recruitment to fill career service positions in any classification (aside from OIT and SOIC) will alternate for every two (2) positions filled during the year (transfer, competitive, transfer and so on). For internal transfer, selection will be based on the highest seniority of those requesting transfer to fill the vacant position(s) consistent with Section 8.3(c) Internal Transfer.

Employees may express interest for transfer by submitting an online application in the current HR Staffing Application system during the posting process. Eligible employees may also apply for competitive recruitment postings consistent with this Article.

8.4 Internal Applicants for Competitive Positions

All employees, including temporary employees, are eligible to apply for competitive career service positions consistent with this Article. Probationary employees who are selected for another competitive position will serve a six (6) month probationary period in their new position. If they do not successfully complete the probationary period in their new position, management will make a good faith effort to assist the employee in finding another position but will not guarantee that the employee will be placed.

8.5. Selection Process and Internal Applicant Preference

If there is an internal bargaining unit applicant that applies during a competitive process to fill a bargaining unit career service vacancy and an external (i.e. non-bargaining unit) job applicant has also applied that is equal to the internal applicant on the interview rating, the internal candidate will be offered the position first.

An interview panel, including representation from the Local 925 members on the business team, will consider all qualified candidates and make referrals of qualified candidates in writing to the hiring authority. Recommendations shall be based upon job-related criteria.

8.3 Transfers

~~———— Bargaining unit employees who have been members of the bargaining unit for at least five years, and who have had no documented performance deficiencies within the~~

~~preceding six months and have the requisite skills for the position, shall have the right to transfer to openings in their job classification family based on classification family seniority before openings are filled through a competitive process. However, management retains discretion to permit transfers of employees who do not meet the above criteria. The five year requirement may not apply to transfers within the employee's section. Such transfers within an employee's section may be approved by management.~~

~~For the classification families of Operator (excluding OITs and Senior Operator in Charge), Mechanic, Electrician, and Instrument Tech, the above transfer provision shall be administered as follows: the first job opening in each classification family will be filled by transfer, then job openings will alternate between a regular competitive process and transfer thereafter, with a limit of 2 competitive processes per year per section per classification family.~~

~~Employees may express interest for transfer by submitting an on-line application in the current HR Staffing Application system during the posting process. Employees may also apply for competitive postings.~~

~~8.4 Competitive Positions~~

~~Regular and special project positions lasting longer than six (6) months will use a competitive selection process. All employees, including temporary employees, are eligible to apply for these positions. Except that employees who have been members of the bargaining unit for less than 5 years are not eligible to use the competitive process to apply for openings in their current job classification family, but would be eligible to compete for promotional positions. Employees who have attained career service status or are in a regular appointment, but serving a probationary period, have preference over candidates with temporary status. Probationary employees who are selected for another competitive position, will serve a six (6) month probationary period in their new position. If they do not successfully complete the probationary period in their new position, management will make a good faith effort to assist the employee in finding another position, but will not guarantee that the employee will be placed.~~

~~A. The Employer will post announcements of openings, via County email and the County's website for a minimum of fourteen (14) calendar days. Selection criteria developed with participation by the affected business team will be established in advance of the recruitment. The announcement shall include the selection criteria to be used in that selection process as well as an indication of whether that recruitment process will include a list of candidates to fill vacancies that occur during the following six (6) months.~~

~~B. The end date for special project positions will be clearly stated in the posting.~~

~~C. If there is a qualified internal candidate to fill the opening, based upon the selection criteria for that specific position (as opposed to the more general qualifications listed in the classification specification for the position), the position will be filled internally.~~

~~D. Except for special project positions, if an opening occurs within six (6) months of the establishment of a list of qualified candidates, the Employer may select the most qualified candidate(s) from the list.~~

~~8.4.1 Internal Candidates~~

~~Internal Candidates refers to all employees covered by this Agreement. Employees who have attained career service status or are in a regular appointment, but serving a probationary period, have preference over candidates with TLT or temporary status.~~

~~8.4.2 External Candidates~~

~~If no qualified internal candidate is selected by the appointing authority, the County may then consider applications from candidates not covered by this Agreement, following the County's established hiring practices. However, only after no qualified internal candidates are selected, the recruiter may forward external applicants to the hiring authority.~~

~~8.5 Selection Process~~

~~An interview panel, including representation from the Local 925 members on the business team, will consider all qualified candidates and make referrals of qualified candidates in writing to the hiring authority. Recommendations shall be based upon job-related criteria. If all candidates' qualifications are comparable, then WTD wide seniority takes precedence.~~

7. This is the complete and final MOA between the parties concerning the wage salary survey and subsequent negotiations and the changes to Article 8 in the parties Appendix 011. This MOA shall expire when the terms and conditions are fully implemented and incorporated into the successor CBA agreement.

For SEIU 925 (Union):

Signed by:



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Damian Kent

MRC Associate Director

10/1/2024

Date

For King County:

DocuSigned by:



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Andre Chevalier

Labor Relations Negotiator – Sr.
Office of Labor Relations
King County Executive Office

10/2/2024

Date