

**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.

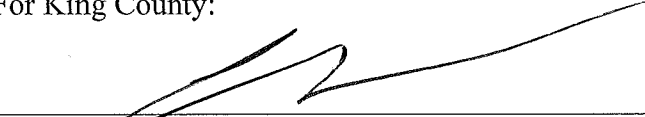
4. DURATION. This Agreement shall run concurrent with the parties' Appendix, and must be renewed after each contract term or it shall expire.

For Professional and Technical Employees, Local 17:



Lorelei Walker, Union Representative

For King County:



Andre Chevalier, Labor Relations Negotiator