



King County

**Office of Labor Relations Staff Report:
COVID-19 Emergency – COVID-19 Testing
Memorandum of Agreement
Between
King County
And
Professional & Technical Employees, Local 17**

SUBJECT: The proposed Ordinance would ratify a negotiated memorandum of agreement (MOA) between King County and the Professional & Technical Employees, Local 17 (PROTEC17) Bargaining Unit in the Department of Public Health and the Department of Community & Human Services concerning COVID-19 testing during the COVID-19 pandemic.

CBA Description:	King County and Professional and Technical Employees, Local 17 - Departments: Public Health, Community and Human Services [060]
County Spokesperson:	Angela Marshall, Labor Relations Negotiator, Office of Labor Relations
Union Spokespersons:	Lorelei Walker (Union Representative for the PROTEC17 Unit) Karen Estevenin (Executive Director for the PROTEC17 Unit)

UNIT OVERVIEW: The bargaining unit that PROTEC17 represents consists of medical assistant classifications and various other administrative and medical service classifications. These employees primarily work for Seattle-King County Department of Public Health and Department of Community and Human Services. The employees fulfill a variety of administrative and medical service roles throughout King County.

BARGAINING HISTORY:

- April 2020 – Parties began negotiations for the MOA.
- May 2020 – Parties concluded negotiations for the MOA.
- May 5, 2020 – Parties executed a tentative agreement on the MOA.

SUMMARY OF KEY CHANGES:

- 1. MOA Term:** March 16, 2020, through the emergency response effort to COVID-19.
- 2. Compensation Changes:** (Refer to the Fiscal Note for expenditures)
 - a. Add-to-Pay Provisions:** Medically qualified bargaining unit employees assigned to conduct nasopharyngeal culture swabbing and/or serology antibody blood testing, or similar medical procedures used to test individuals for COVID-

19 or COVID-19 antibodies, will be paid a premium of 5% above their base rate of pay for actual hours worked. Employees are only eligible to receive the COVID-19 Testing Premium while assigned to do testing work, which may include full or partial workdays. In addition, the COVID-19 Testing Premium shall not apply to any paid leave hours and shall not apply if the employee is eligible to receive a different COVID Premium (i.e., no stacking of COVID premiums).

FISCAL IMPACT: The projected fiscal impact of this agreement is \$53,500, and is based upon the Department of Public Health modeling of their emergency response to the COVID-19 pandemic. A complete breakdown of the costs associated with this agreement can be found in the accompanying fiscal note, which has been reviewed by the Office of Performance, Strategy, and Budget.

Supplemental Appropriation: No

INVITED:

Angela Marshall
Jerry DeGrieck

Lorelei Walker (Union Representative for the PROTEC17 Unit)
Karen Estevenin (Executive Director for the PROTEC17 Unit)



King County

Checklist and Summary of Changes for the attached Memorandum of Agreement

Name of Agreement
COVID-19 Emergency – COVID-19 Testing Agreement
Labor Negotiator
Angela Marshall

<i>Prosecuting Attorney's Review</i>	<i>Yes</i>
<i>Legislative Review Form; Motion or Ordinance</i>	<i>Yes</i>
<i>Executive Letter</i>	<i>Yes</i>
<i>Fiscal Note</i>	<i>Yes</i>
<i>Six Point Summary</i>	<i>Yes</i>
<i>King County Council Adopted Labor Policies Consistency</i>	<i>Yes</i>
<i>Ordinance</i>	<i>Yes</i>
<i>Original Signed Agreement(s)</i>	<i>Yes</i>
<i>Does transmittal include MOU/MOA?</i>	<i>Yes</i>

<i>Summary of changes to the attached agreement:</i>
1. The COVID-19 pandemic requires an unprecedented operational response from Seattle-King County Public Health. This Agreement provides a 5% pay premium for bargaining unit employees responsible for conducting nasal swab and/or antibody blood testing, used to test individuals for COVID-19 or COVID-19 antibodies, for actual hours worked.
2. The Agreement gives the County the ability to terminate the terms in full or in part when the declaration of emergency related to COVID 19 has concluded.
3.
4.
5.
6.

Memorandum of Agreement Consistency with Adopted Labor Policies

Contract: PROTEC17 : Professional and Technical Employees,
Local 17 --
Departments: Public Health, Community and Human
Services [060]

County Department(s):	Seattle-King County Public Health and Department of Community and Human Services
Term of Agreement:	March 16, 2020, for duration of COVID-19 Emergency Response
County Negotiator:	Angela Marshall

Labor Policy	Is Agreement Consistent with Adopted Labor Policies? If not, please explain.
Contract Consolidation	N/A
Diversity	Yes
Project Labor Agreements	N/A
Performance Evaluations	N/A
Continuous Improvement	Yes
Labor-Management Committees	Yes
Labor-Management Partnerships	Y
Mediation	Y
Binding Interest Arbitration	N/A
Interest-based Bargaining	Y
Timeliness of Negotiations	Y
Compensation	Y
Overtime	Y
Benefits	Y
Reduction-in-Force	N/A
Contracting Out of Work	Y
Use of Temporary and Part-time Employees	Y
Civilian Oversight of Sheriff's Office	N/A
Sheriff's Office Implementation of Report Recommendations	N/A
Legislative Branch Employees and Officials	N/A



FISCAL NOTE

Ordinance/Motion No.	Memorandum of Agreement		
Title:	Professional and Technical Employees, Local 17 (Departments: Public Health, Community and Human Services)		
Effective Date:	3/16/2020		
Affected Agency and/or Agencies:	Department of Public Health		
Note Prepared by:	Matthew McCoy, Office of Labor Relations	Phone: 263-1966	
Department Sign Off:	Alex Yoon, DPH	Phone: 263-9042	
Note Reviewed by: Supplemental Required?	Drew Pounds, Budget Analyst (Public Health)		Phone: 263-9236
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>		

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2020	2021?
Public Health	1800	DPH	\$24,000	29,500
TOTAL: Increase FM previous year			\$24,000	\$29,500
TOTAL: Cumulative			\$24,000	\$53,500

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2020	2021?
Salaries		DPH	\$20,000	24,500
OT				
PERS & FICA			\$4,000	5,000
TOTAL				
TOTAL: Increase FM previous year			\$24,000	\$29,500
TOTAL: Cumulative			\$24,000	\$53,500

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

1. Contract Period(s): 3/16/2020

2. Wage Adjustments & Effective Dates:

COLA:

Other:

Retro/Lump Sum Payment:

3. Other Wage-Related Factors:

Step Increase Movement:

PERS & FICA:

Overtime:

4. Other Cost Factors:

5% premium – medical assistants for testing for COVID – 19.

Estimate based on staffing levels provided by DPH



King County

Dow Constantine

King County Executive

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June 9, 2020

The Honorable Claudia Balducci
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Balducci:

This letter transmits a proposed ordinance that would, if enacted, ratify a negotiated Memorandum of Agreement (MOA) with Professional and Technical Employees, Local 17 (the Union) in the Department of Public Health and the Department of Community & Human Services. This negotiated MOA is for the period of March 16, 2020, through the end of the County's emergency response to the COVID-19 pandemic.

Adoption of this proposed ordinance will aid the Seattle-King County Public Health Department in its healthcare rapid response which has expanded their COVID-19 pandemic capacities by conducting COVID-19 testing on individuals in the community and in the workplace.

The MOA covers all classifications represented by the Union. A five percent premium provided for in this MOA is applicable solely for hours worked by professionally qualified employees (e.g., Medical Assistants) assigned to conduct COVID-19 culture swabbing and/or COVID-19 antibody blood testing. . The premium recognizes the significant change in duties, as well as the heightened risk for employees, while conducting testing for COVID-19.

The negotiated MOA was reached pursuant to good faith negotiations between King County and the Union. The terms and conditions of the MOA are intended to establish temporary pay provisions supporting the County's COVID-19 response effort.

Adoption of this proposed ordinance, which will ratify the negotiated MOA, advances the King County Strategic Plan's guiding principles and goals of efficient, accountable regional and local government by establishing terms necessary to meet individual and community needs arising from the COVID-19 pandemic.

The Honorable Claudia Balducci

June 9, 2020

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A complete summary of the costs associated with this MOA can be found in the accompanying fiscal note, which has been reviewed by the Office of Performance, Strategy, and Budget. The MOA does not necessitate a supplemental appropriation.

Thank you for your consideration of this proposed ordinance. If your staff have questions, please contact Megan Pedersen, Director, Office of Labor Relations, at 206-263-2898.

Sincerely,

A handwritten signature in black ink, appearing to read "Dow Constantine". The signature is written in a cursive, flowing style.

Dow Constantine

King County Executive

Enclosure

cc: King County Councilmembers

ATTN: Carolyn Busch, Chief of Staff

Melani Pedroza, Clerk of the Council

Shannon Braddock, Deputy Chief of Staff, Office of the Executive

Karan Gill, Director, Council Relations, Office of the Executive

Dwight Dively, Director, Office of Performance, Strategy and Budget

Megan Pedersen, Director, Office of Labor Relations