



Signature Report

Ordinance 18979

Proposed No. 2019-0350.1

Sponsors Kohl-Welles

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement regarding Master Social Work
3 Premium and Social Worker range adjustments negotiated
4 by and between King County and Professional and
5 Technical Employees, Local 17 (Departments: Public
6 Health, Community and Human Services) representing
7 employees in the department of public health; and
8 establishing the effective date of the agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The memorandum of agreement negotiated by and between King
11 County and Professional and Technical Employees, Local 17 (Departments: Public
12 Health, Community and Human Services) representing employees in the department of
13 public health, which is Attachment A to this ordinance, is hereby approved and adopted
14 by this reference made a part hereof.

15 SECTION 2. Terms and conditions of the agreement shall be effective from
16 January 1, 2019, through and including December 31, 2020.
17

Ordinance 18979 was introduced on 8/21/2019 and hearing held/closed and passed by the Metropolitan King County Council on 9/11/2019, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci



KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Rod Dembowski, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 18 day of SEPTEMBER, 2019.

Dow Constantine, County Executive

RECEIVED
2019 SEP 19 PM 3:45
CLERK
KING COUNTY COUNCIL

Attachments: A. Memorandum of Agreement

**Memorandum of Agreement
By and Between
King County
and
Professional and Technical Employees, Local 17
(Representing Employees in the Departments of Public Health and
Community and Human Services)**

Subject: Master Social Work Premium & Social Worker range adjustments

This Memorandum of Agreement (the Agreement) by and between King County (the County) and Professional and Technical Employees, Local 17 (PROTEC17) establishes a Master Social Work Premium for Social Workers in Seattle-King County Public Health that are represented by PROTEC17 and that meet the criteria herein. Additionally, the Agreement provides for a one (1) range increase for both the Social Worker and Social Worker - Senior classifications represented by PROTEC17.

1. PURPOSE. The Master Social Work Premium (MSW Premium) is intended as an interim compensation measure to recognize employees currently classified as Social Worker in Seattle-King County Public Health (Public Health) that have a Master's degree in Social Work that is relevant to their position (or a recognized equivalent Master's degree) from an accredited institution. The MSW Premium is intended to apply until such time as King County develops a new classification series or substantially changes the Social Worker or Social Worker - Senior classification subject to the DURATION AND REOPENER provision below.

2. MSW PAY PREMIUM. Public Health employees classified as Social Worker shall be eligible upon approval to receive a 4.5% Master Social Work Premium (MSW Premium) above their current base pay rate on all earnings subject to QUALIFICATION AND APPROVAL as set forth in this Agreement. The MSW Premium shall be considered as part of base pay for determining FLSA overtime, special duty pay, out of class pay, and step placement upon promotion to a new classification. Employees classified as Social Worker that transition to a different classification, including Senior - Social Worker, shall not be eligible to receive the MSW Premium.

3. QUALIFICATION AND APPROVAL. To qualify for the MSW Premium, the employee must provide necessary documentation to Human Resources to substantiate that they have obtained a Master's degree in Social Work or a recognized equivalent Master's degree (e.g., Psychology, Behavioral Health, Marriage and Family Therapy, or Counseling) from an accredited university. The degree also must be relevant to the employee's position according to the determination of the County. Human Resources will be responsible for the initial decision as to whether a request is approved or denied, and must promptly transmit MSW Premium approval information to Public Health Payroll.

Human Resource determinations about what is considered an equivalent Master's degree or a relevant Master's degree for a particular position are not subject to the grievance procedure, but

may be appealed to the Office of Labor Relations for review and a final decision provided such appeal is filed within thirty (30) calendar days after a denial. Any appeal must include relevant documentation to demonstrate completion of the relevant Master's degree, and a written explanation as to why the degree is relevant to the core function of the particular position.

(a) DOCUMENTATION. Prior to any employee receiving the MSW Premium, the employee must submit a copy of their Master's degree graduation certification to their respective Human Resource Manager via email. Based on documents received, Human Resources may request further follow-up documentation including, but not limited to, official transcripts directly from a university to validate the employee has obtained a qualifying Master's degree from an accredited university.

4. EFFECTIVE DATES FOR MSW PREMIUM.

(a) Current employees approved for MSW Premium prior to Ordinance execution date. All current Public Health employees classified as Social Workers and approved per this Agreement to receive the MSW Premium, with the exception of "Release Planners/Court Clinicians" listed below in 4(b), shall have an effective date for the MSW Premium that begins on the first day of the first pay period after the Executive has signed the fully ratified Ordinance concerning this Agreement.

All employees approved to receive the MSW Premium after the Executive signs the fully ratified Ordinance shall receive MSW Premium per 4(c) in this Section.

(b) Jail Health Services (JHS) employees approved prior to Ordinance execution date. Below is a list by PeopleSoft ID number of JHS employees classified as Social Worker as of January 1, 2019, that use the title of "Release Planner or Court Clinician Social Worker" and that are approved to receive the MSW Premium prior to the Ordinance execution date per this Agreement for retroactive pay purposes. These JHS employees shall have an effective date as specified in the small table Total Compensation Agreement reopener (i.e., January 1, 2019). Any retroactive payments owed shall occur subsequent to ratification of this Agreement by the Executive and King County Council.

Release Planner/Court Clinician Social Worker:

#	PeopleSoft ID	Classification	Retro Effective Date
1	000103627	Social Worker	January 1, 2019
2	000101892	Social Worker	January 1, 2019
3	000095601	Social Worker	January 1, 2019
4	000099937	Social Worker	January 1, 2019
5	000100371	Social Worker	January 1, 2019
6	000099983	Social Worker	January 1, 2019
7	000104483	Social Worker	January 1, 2019
8	000103617	Social Worker	January 1, 2019
9	000103616	Social Worker	January 1, 2019
10	000104530	Social Worker	January 1, 2019

Any JHS employees approved to receive the MSW Premium after the Executive signs the fully ratified Ordinance shall receive MSW Premium per 4(c) in this Section.

(c) Employees approved for MSW Premium after Ordinance execution date. Any Public Health employees classified as Social Worker that are approved to receive the MSW Premium after the Executive has signed the fully ratified Ordinance shall have an effective date for the MSW Premium on the first day of the pay period after their approval date from Human Resources or appeal. Under 4(c), employees shall not be entitled to retroactive pay for the MSW Premium prior to the formal approval date by Human Resources or by appeal.

5. SOCIAL WORKER CLASSIFICATION. The pay range for the Social Worker classification [Job Class Code 3116100] shall be increased from Range 52 to Range 53 on the King County Square Table¹.

The effective date for the Social Worker classification range adjustment shall begin on the first day of the first pay period after the date the Executive has signed the ratified Ordinance concerning this Agreement, except all (10) JHS Release Planner/Court Clinician Social Workers listed above shall have an effective date of January 1, 2019, for the one (1) range increase for retroactive pay purposes.

6. SOCIAL WORK – SENIOR CLASSIFICATION. The pay range for the Social Worker – Senior classification [Job Class Code 3116200] shall be increased from Range 57 to Range 58 on the King County Square Table².

The effective date for the Social Worker - Senior classification range adjustment shall begin on the first day of the first pay period after the date the Executive has signed the ratified Ordinance concerning this Agreement. No retroactive payments prior to that date shall apply, with the exception of the retroactive payment for the JHS employee with PeopleSoft #000103626, which retroactive payment will have the same effective date as other Court Clinicians Social Workers (i.e., January 1, 2019) for retroactive pay purposes.

#	PeopleSoft ID	Classification	Retro Effective Date
1	000103626	Social Worker - Senior	January 1, 2019

7. DURATION AND REOPENER. This Agreement shall run concurrent with the parties' collective bargaining agreement and may be renewed with successor collective bargaining agreements based on mutual agreement. Should King County substantively update the classification specifications for Social Workers or Social Services Professionals or conduct a group reclassification of these employees into a new classification series, the County will

¹ The reassignment of pay ranges for executive branch classifications provides incumbent employees shall be placed at the same step in the new pay range as the employee was in the previous pay range.

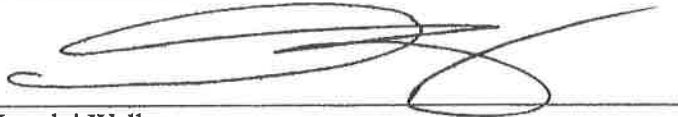
² The reassignment of pay ranges for executive branch classifications provides incumbent employees shall be placed at the same step in the new pay range as the employee was in the previous pay range.

provide notice to unions of such proposed change, and this Agreement shall be immediately reopened and all terms will be subject to bargaining.

8. NO PRECEDENT. The MSW Premium is a unique and temporary compensation measure based upon the specific circumstances of the King County Social Worker classification, job posting requirements of some positions within the classifications, other King County classifications, and the way in which the local Puget Sound external market, as defined in the Milliman Compensation Study, differentiates social worker pay based on level of education. The MSW Premium is not intended to represent an appropriate or applicable pay premium for any other King County classifications with incumbents that have a Master's level education relevant or required for their positions.

9. ENTIRE AGREEMENT. This Agreement provides the complete and final understanding of the parties, and is intended to supersede and replace any prior understandings whether in writing or verbal concerning Social Worker and Social Worker – Senior classifications. Furthermore, the parties affirm this Agreement fully satisfies and concludes the reopener bargaining obligation in the parties Memorandum of Agreement Release Planners in the Total Compensation Agreement 2019-2020 concerning employees classified as Social Worker and Social Worker – Senior.

For PROTEC17:



Lorelei Walker
Union Representative

6/18/19

Date

For King County:



Andre Chevalier
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

6/25/19

Date