



**King County**

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

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

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

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

**BARGAINING HISTORY:**

- March 2020 – Parties began negotiations for the MOA.
- April 2020 – Parties concluded negotiations for the MOA.
- April 21, 2020 – Parties executed a tentative agreement on the MOA.

**SUMMARY OF KEY CHANGES:**

1. **MOA Term:** March 9, 2020, through the emergency response effort to COVID-19.
2. **Compensation Changes:** (Refer to the Fiscal Note for expenditures)
  - a. **Add-to-Pay Provisions:** Medical Assistants assigned to provide direct patient care at King County COVID Care Site locations (i.e., COVID-19 isolation and quarantine facilities and assessment and recovery centers) shall receive a 25%

COVID Care Site Direct Patient Care pay premium for actual hours worked at these sites. The premium does not apply to any paid leave hours or to hours worked outside the COVID Care Sites. Additionally, bargaining unit employees, other than Medical Assistants, redeployed and assigned to physically work in a designated COVID Care site shall receive a 5% COVID Care Site premium for actual hours worked at these sites.

The COVID Care Site Premium and the COVID Care Site Direct Patient Care Premium is anticipated to cost \$297,000 to continue providing services at the COVID Care Sites during the COVID-19 response.

### **3. Emergency Redeployment Terms:**

- a. Redeployment Terms:** The MOA gives the County temporary new personnel rules that allow managers to quickly reassign employees in the bargaining unit to different bodies of work than they normally perform, and to change work schedules, work hours, work days, FTE levels, and work locations voluntarily and involuntary during the COVID-19 response to meet emergency needs.

**FISCAL IMPACT:** The projected fiscal impact of this agreement is \$297,000, 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.

### **INVITED:**

Angela Marshall

Jerry DeGrieck

Lorelei Walker (Union Representative for the PROTEC17 Unit)

Karen Estevenin (Executive Director for the PROTEC17 Unit)



## Checklist and Summary of Changes for the attached Memorandum of Agreement

<b>Name of Agreement</b>
<b>COVID-19 Emergency - COVID Care Sites Staffing Agreement</b>
<b>Labor Negotiator</b>
<b>Angela Marshall</b>

<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>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>	
1. The COVID-19 pandemic requires an unprecedented operational response from Seattle-King County Public Health. This Agreement provides for critical new terms of employment for employees to be redeployed with short notice to a variety of emergency roles during the pandemic response. Importantly, this Agreement includes terms related to the redeployment of bargaining unit staff to the new COVID-19 isolation and quarantine sites that are primarily providing a place for people experiencing homelessness or in housing assistance programs to receive care for COVID-19, and to reduce further transmission of the virus among vulnerable populations in King County.	
2. Bargaining unit redeployments to COVID-Care Sites or other emergency functions may include temporary changes to an employee's normal body of work, scheduled workdays, scheduled work hours, FTE level, and normal work location.	
3. Medical Assistants redeployed to COVID Care Sites who are assigned to provide direct patient care are entitled to 25% premium on actual hours worked (i.e., not paid leave) at the sites.	
4. Bargaining unit employees, other than Medical Assistants, redeployed and assigned to physically work in a designated COVID Care site shall receive a 5% COVID Care Site premium for actual hours worked at these sites.	
5. Permits redeployment of bargaining unit staff to fulfill other COVID response related positions in the Health Management Area Command (HMAC) and to support essential continuity of operations services.	
6. 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.	

## Contract Consistency with Adopted Labor Policies

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

<b>County Department(s):</b>	Seattle-King County Public Health and Department of Community and Human Services
<b>Term of Contract:</b>	March 9, 2020 for duration of COVID-19 Emergency Response
<b>County Negotiator:</b>	Angela Marshall

Labor Policy	Is Contract 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	Yes
Mediation	Yes
Binding Interest Arbitration	N/A
Interest-based Bargaining	Yes
Timeliness of Negotiations	Yes
Compensation	Yes
Overtime	Yes
Benefits	Yes
Reduction-in-Force	N/A
Contracting Out of Work	Yes
Use of Temporary and Part-time Employees	Yes
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

<b>Ordinance/Motion No.</b>	Memorandum of Agreement		
<b>Title:</b>	Professional and Technical Employees, Local 17 (Departments: Public Health, Community and Human Services)		
<b>Effective Date:</b>	3/13/2020		
<b>Affected Agency and/or Agencies:</b>	Department of Public Health		
<b>Note Prepared by:</b>	Matthew McCoy, Office of Labor Relations	<b>Phone: 263-1966</b>	
<b>Department Sign Off:</b>	Alex Yoon, DPH	<b>Phone: 263-9042</b>	
<b>Note Reviewed by: Supplemental Required?</b>	Drew Pounds, Budget Analyst (Public Health)		<b>Phone: 263-9236</b>
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>		

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	2020
Public Health	1800	DPH	\$297,000
<b>TOTAL: Increase FM previous year</b>			<b>\$297,000</b>
<b>TOTAL: Cumulative</b>			<b>\$297,000</b>

## EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2020
Salaries		DPH	\$247,000
OT			
PERS & FICA			\$50,000
<b>TOTAL: Increase FM previous year</b>			<b>\$297,000</b>
<b>TOTAL: Cumulative</b>			<b>\$297,000</b>

## ASSUMPTIONS:

<b>Assumptions used in estimating expenditure include:</b>	
1. Contract Period(s):	3/13/2020
2. Wage Adjustments & Effective Dates:	
COLA:	
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS & FICA:	PERS & FICA at 20.35%.
Overtime:	
4. Other Cost Factors:	
	25% premium for working directly with patients at Covid-19 Care Centers (I&C and AC/RC) – medical assistants
	5% premium for working at Covid-19 Care Centers (I&C and AC/RC) – social workers
	Estimate based on staffing levels provided by DPH



## King County

### **Dow Constantine**

King County Executive

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TTY Relay: 711

[www.kingcounty.gov](http://www.kingcounty.gov)

June 11, 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 9, 2019, through the end of the County's emergency response to the COVID-19 pandemic.

Adoption of this proposed ordinance will enable the Seattle-King County Public Health Department to establish and provide vital healthcare services to patients at King County COVID-19 isolation and quarantine sites as well as assessment and recovery centers (COVID Care Sites) throughout King County. A large percentage of patients referred to these sites are people who are unstably housed, staying in shelters, living in supported housing, or who are experiencing homelessness, and who may have complex physical and behavioral health conditions.

The MOA covers all classifications represented by the Union. The MOA provides for voluntary and involuntary redeployment of Union staff to fulfill critical needs at newly established COVID Care Sites. The premiums provided for in this MOA are only for actual hours worked by employees assigned to work at COVID Care Sites. The premiums recognize the significant change in duties, work location and hours for redeployed Local 17 staff who are assigned to COVID Care Sites, coupled with their heightened risk of contracting the illness while caring for COVID-19 positive patients.

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

The Honorable Claudia Balducci

June 11, 2020

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personnel rules that allow rapid and flexible redeployment of staff where they are most needed -- supporting the County's COVID-19 external 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. Moreover, this legislation has a direct nexus to the County's COVID-19 pandemic response by facilitating redeployment of in-house medical staff, currently in short supply regionally, to treat the County's most vulnerable residents afflicted by COVID-19.

Supplemental budget authority is being requested for implementation of this MOA in the third COVID-19 supplemental appropriation. 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.

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 fluid and cursive, with a horizontal line extending to the right.

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