

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**THE UNDERSIGNED UNIONS**  
**ADDRESSING “TOTAL COMPENSATION”**  
**COALITION BARGAINING 2019-2020**

This package proposal is contingent upon agreement to all its terms and conditions as presented below without rejection or proposed modification by the Coalition. Unless specifically addressed in this package what-if proposal, all other Coalition proposals are denied.

**1. Wages:** All employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 4% in 2019.

- A. All employees who are represented by Unions signatory to this Agreement shall receive a GWI of 3% effective January 1, 2020, divided with 1.5% added on January 1, 2020 and a final GWI of 1.5% added in the pay period that includes July 1, 2020.
- B. A \$500 participation premium will be paid to all employees who are represented by the Unions signatory to this Agreement who are employed with the County on January 1, 2020. The parties acknowledge that the Agreement must be ratified by both the County and by the participating Union membership in order to effectuate the \$500 premium.

**2. JLMIC: Attached.**

**3. Deferred Compensation – Automatic Enrollment:** Effective November 1, 2018, during benefits enrollment, new employees represented by the Coalition of King County Unions will be automatically enrolled in the Deferred Compensation Program according to the following terms: 3% of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each

paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1<sup>st</sup>. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to “opt out” at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

**4. WA State Sick Leave Law:** Attached.

**5. KC Regional AFIS Guild Total Comp Coalition Days 2017-2018:** The County shall provide all current, leave eligible bargaining unit employees of the KC regional AFIS Guild the three (3) additional vacation days contained in the 2017-2018 Total Comp Agreement between King County and the King County Coalition of Unions.

- A. These vacation days shall be provided in the same manner as donated vacation leave (i.e. not available for temps and other non-leave eligible employees, prorated for part time employees, 8 hours for full time 40 hour employees); provided, that any employee that is unable to use any of the additional vacation days shall be permitted to carry those days forward into the next year on an ongoing basis until those days are used.
- B. These vacation days described in A above shall not be available for cash out under any circumstance.

**6. Operating Engineers Local 302 Coalition of Unions Incentive Pay:** The County shall make retro to all current bargaining unit employees of Operating Engineers Local 302 the Coalition of Unions Incentive Pay of 0.5% General Wage Increase contained in Article 29.1 of the 2018-2020 Master Labor Agreement between King County and The King County Coalition of Unions. This retro pay shall be effective from January 1, 2018, and is not subject to the conditions specified under Article 29.1.

**7. King County Coalition of Unions Administrative Support MOA:** King County agrees to continue the Coalition “Administrative Support” MOA with no changes in terms and conditions of the agreement through December 31, 2020 except to add the Payroll Specialist classification series.

**8. Short-term Temporaries (STT):** The parties agree to explore transit options for STTs that is cost-effective with the intent of being able to implement in 2019 if an agreement is reached.

**9. Duration:** This Agreement and each of its provisions shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2019 through December 31, 2020.

**MEMORANDUM OF AGREEMENT**  
**Regarding Insured Benefits**  
**January 1, 2019 through December 31, 2020**  
**For Represented Benefits-Eligible Employees**

**By and Between**  
**King County**  
**And**  
**Joint Labor Management Insurance Committee of Unions**

WHEREAS, certain designated representatives of King County (“County”) and the Unions signatory to this Memorandum of Agreement (“Agreement”), referred to hereafter as the Parties, have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee (“JLMIC”) for the purposes of negotiating the plan provisions and funding of the County’s fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs (“insured benefits”); and

WHEREAS, the County and the Unions have agreed to a format for negotiating plan provisions and funding to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan (“HMO”), a Preferred Provider Organization Plan (“PPO”) and an Accountable Health Network Plan (“AHN”); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose healthcare that is more effective and produces better health outcomes;

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

- 1. Scope of Agreement.** This Agreement shall be jointly offered by the Parties to all County employees represented by the Unions signatory to the 2017-2018 JLMIC Health Benefits Memorandum of Agreement. In addition, this Agreement shall apply to any non-represented County employees identified by the County to be treated in the same way as the represented employees covered by this Agreement. This agreement shall not be offered to any employees represented by the Amalgamated Transit Union, Local 587, the King County Police Officers’ Guild, the Puget Sound Police Managers Association, and the Technical Employees Association representing employees in Transit. All employees to which this Agreement applies shall be referred to as “JLMIC-Eligible Employees.”
- 2. Continuation of JLMIC Protected Fund Reserve.** The balance of the 2018 JLMIC Protected Fund Reserve (“PFR”) shall be carried over to this Agreement and the PFR shall continue to be maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases in the cost of those insured benefits, for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose except for benefits outlined in this Agreement. It is further agreed that the County and organizations

handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.

**3. County Funding Rate.**

- A. Commencing on January 1, 2019, the County shall maintain the same funding rate contributed in 2018 (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
- B. Commencing on January 1, 2020, the County shall maintain the same funding rate contributed in 2018 (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.

**4. Insufficient County Funding.** To the extent that the County's funding rate identified in Paragraph 3 and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, is at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the Parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.

**5. Excess County Funding.** To the extent that the County's funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provides greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.

**6. Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachment A, including but not limited to maintaining the 2019 JLMIC-Eligible Employees' out-of-pocket costs for the HMO, PPO and CAN plans, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The Parties hereby agree that modifications will be by written agreement subject to ratification, as necessary.

**7. Supplemental Medical Plans.** During the term of this Agreement, the Parties may add a supplemental plan(s) options beyond the HMO, PPO and ACN plans for the 2019-2020 benefits years.

**8. Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer VEBA benefits to JLMIC-Eligible Employees as described in Attachment B.

**9. Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.

10. **Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a reconciliation meeting no later than April 15th of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
11. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below fifteen million dollars (\$15,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1st of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts (“Panel”) for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the Unions signatory hereto, and one expert selected jointly by the two selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15th. The Panel shall be empowered to make plan design changes and/or add employee premium share and/or County contribution increases. The costs of the Panel shall be paid out of the PFR.
12. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2021) no later than January of 2020. **TA**
13. **Total Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
14. **Term.** This Agreement shall be in effect following adoption of an ordinance by the King County Council, from January 1, 2019 through December 31, 2020.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, **2018**.

By: \_\_\_\_\_  
King County Executive

## **ARTICLE 39: STATE SICK LEAVE<sup>1</sup>**

- A.** Article 39 outlines certain sick leave benefits beginning in 2018 that are pursuant to RCW 49.46.010 *et seq.*, KCC 3.12.220, and County policy, procedures and guidelines. This Article SUPERSEDES any conflicting language in the MLA and its appendices.
- B.** Employees eligible for comprehensive leave benefits shall accrue sick leave in accordance with the MLA Article 34 or their appendices, whichever was adopted. In addition, an hourly employee eligible for comprehensive leave benefits who works in excess of 74 hours in one FLSA workweek shall accrue additional sick leave at the rate of 0.025 for each hour worked in excess of hour 74. RCW 49.46.210(1)(a)(e) and KCC 3.12.220.
- C.** Short term temporary employees shall accrue sick leave at the rate of 0.025 hours for each hour in pay status. RCW 49.46.210(1)(a)(e) and KCC 3.12.220.
- D.** There is no limit to the number or sick leave hours accrued and carried over to the following year by an employee eligible for comprehensive leave benefits. Short term temporary employees may carry over 40 hours of unused sick leave to the following calendar year, all other unused accrued sick leave will be forfeited. RCW 49.46.210(1)(j) and KCC 3.12.220.
- E.** If an employee eligible for comprehensive leave benefits separates from county employment for any reason other than retirement, that employee's sick leave is cancelled. A short term temporary employee's sick leave is cancelled upon separation, termination or retirement. If an employee eligible for comprehensive leave benefits or a short term temporary employee returns to County employment within two years of separation or termination that employee's accrued sick leave shall be restored. RCW 49.46.210(1)(k) and KCC 3.12.220.
- F.** Paid sick leave may be used in accordance with RCW 49.46.210(1)(b)-(d) and KCC 3.12.220.
- G.** For purposes of sick leave, "family member" is defined under RCW 49.46.210(2) and KCC 3.12.220.
- H.** Verification of sick leave use is pursuant to RCW 49.46.210(1)(g) and County policy, procedures and guidelines.
- I.** All types of sick leave incentive programs are null and void. RCW 49.46.210(4).

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<sup>1</sup> This article does not supersede benefit time (BT) in those Appendices that provide BT.

**MEMORANDUM OF AGREEMENT**

**Regarding Insured Benefits**

**By and Between**

**King County**

**And**

**The Joint Labor Management Insurance Committee of Unions**

**Subject: Early Retiree Subsidy**

WHEREAS, the Joint Labor Management Insurance Committee (JLMIC) is empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees to be effective on January 1 of the following calendar year;

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. JLMIC-Eligible Employees who retire from County service and elect a JLMIC benefits plan upon retirement shall be eligible for a medical premium subsidy, as provided under Section 2 below, provided they meet the following terms and conditions:
  - a. The JLMIC-Eligible Employee retires as defined by the County.
  - b. The JLMIC-Eligible Employee retires in 2019 or 2020; or,
  - c. The JLMIC-Eligible Employee retired between January 1, 2016 and December 31, 2018.
  - d. The JLMIC-Eligible Employee is not eligible for Medicare.
2. The medical premium subsidy shall be the COBRA rate for each offered medical plan (e.g, PPO, HMO) and plan tier (e.g., retiree only, retiree and spouse, retiree and child(ren), retiree and full family).

**Term:** This Agreement shall be in effect, when it is law following its adoption by ordinance by the King County Council.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**MEMORANDUM OF AGREEMENT**  
**Regarding Insured Benefits**  
**By and Between**  
**King County**  
**And**  
**The Joint Labor Management Insurance Committee of Unions**

**Subject: Long Term and Short Term Disability Plans**

WHEREAS, the Joint Labor Management Insurance Committee (JLMIC) is empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees to be effective on January 1 of the following calendar year;

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

Long Term Disability - Summary:

1. The current Long Term Disability Plan (LTD) buy-up plan (i.e., 90 days elimination period) JLMIC-Eligible Employees can elect to self-pay will be eliminated.
2. The JLMIC will fund 100% of the cost of Long Term Disability Plan (LTD) that has an elimination period of 90 days for JLMIC-Eligible Employees. This improves the current LTD plan which had a 180 days elimination period.
3. The benefit amount will be 60% of the employee's salary up to \$7,200 maximum monthly amount. This improves the salary replacement amount which was \$6,000 maximum monthly amount.

Short Term Disability - Summary:

1. The JLMIC shall offer a Short Term Disability Plan (STD) option for JLMIC-Eligible Employees who will be responsible for paying 100% of the premium cost.
2. If a JLMIC-Eligible Employee elects the STD, the plan will provide a benefit amount of 60% of salary up to \$1,500 maximum weekly benefit (\$130,000 annual salary) for a 90 day benefit period.

Term: This Agreement shall be in effect, when it is law following its adoption by ordinance by the King County Council.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**MEMORANDUM OF AGREEMENT**  
**Regarding Insured Benefits**  
**By and Between**  
**King County**  
**And**  
**The Joint Labor Management Insurance Committee of Unions**

**Subject: Vision Plan Enhancement**

WHEREAS, the Joint Labor Management Insurance Committee (JLMIC) is empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees to be effective on January 1 of the following calendar year;

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. The hardware (i.e., frames, contacts) allowance under the vision plan to \$200 every 24 months from \$130 every 24 months.

**Term:** This Agreement shall be in effect, when it is law following its adoption by ordinance by the King County Council.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Memorandum of Agreement  
By and Between  
King County  
and  
King County Coalition of Unions**

**Subject: Establishing a Child Care Benefit for King County Employees**

King County and the King County Coalition of Unions recognize a common interest in supporting King County employees by increasing access to safe, affordable and quality childcare for King County employees.

To meet this interest, the parties will convene a joint Task Force to study options for a possible child care benefit program, including the possibility of a multi-employer child care voucher program. The joint Task Force shall be made up of equal numbers of labor representatives and representatives of King County.

The Task Force assessment should include an analysis of the need for child care by King County employees, affordability, quality, location of child care providers, and the administrative infrastructure needed to oversee the program. The assessment should also include an analysis of the costs and benefits of a child care benefit program and possible revenue sources. By mutual agreement, the Task Force may invite outside experts and hire external consultants to help with the assessment.

The Task Force shall provide a written report to King County's Chief People Officer, with its analysis and recommendations, no later than end of year 2019.

\_\_\_\_\_  
King County

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King County Coalition of Unions

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date