

Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 65 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Wastewater Treatment Division, Managers and Assistant Managers - Department of
Natural Resources & Parks
[159]

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters Local 117, Wastewater Treatment Division, Managers and Assistant Managers – Department of Natural Resources & Parks (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be implemented upon full ratification of this MOA by the parties and effective retroactive to January 1, 2019. During Total Compensation and the Master Labor Agreement negotiations in 2020, the parties will bargain to incorporate the terms of this MOA into the appropriate section of the Collective Bargaining Agreement (CBA).

AGREEMENTS

The County and the Union agree to the following terms:

1. The following shall replace Addendum A of Appendix 65 upon full ratification of this MOA. The 2019 wage rates shall be paid retroactively from January 1, 2019, with the exception of Wastewater Operations Manager which shall be paid retroactively from January 13, 2018. The 2020 wage rates shall be effective on January 1, 2020.

Job Class Code	PeopleSoft Job Class Code	Classification Title	2019 Range	2020 Range
7111600	712901	Capital Improvements Program Section Manager	75	75
7111501	715701	Environmental Programs Section Manager	76	76
2142100	220101	Financial Services Manager - WTD	79	__**
7151100	719101	Project Planning and Delivery Section Manager	83	85
7151200	719201	Project Resources Unit Manager	78	79
7111400	712701	Wastewater Operations Manager	83*	85
7111450	712712	Wastewater Treatment Plant Manager - Assistant	78	79

All salary ranges are on the King County "Squared" Salary Schedule

*Retroactive increase to be paid effective 1/13/18

**The County and Union will reopen wage discussions for the Financial Services Manager by the end of the 3rd quarter of 2019. Any agreed upon increases would be effective upon full ratification of the parties and paid retroactive to 1/1/20.

2. Article 5 of Appendix 65 will be modified as follows:

ARTICLE 5: BENEFIT TIME

5.1 General Description

The benefit program has two elements to it: one is Benefit Time (BT) and the other is ~~Extended~~-Sick Leave (ESL). Both programs are for benefit eligible employees and built on the accrual rate table set forth in Section 5.5. This program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is administered with the understanding that: a) BT is intended to constitute wages earned for services rendered replacement when an employee is in leave, and b) because business needs may constrain employees' ability to utilize leave, the Collective Bargaining Agreement provides for a yearly cash out conversion of up to one hundred and twenty

(120) hours of BT.

5.2 Definitions

A. All BT and ESL time is based on a two thousand eighty (2,080) hours per year. BT is the bank of time accrued for use during scheduled paid time off, including holidays, and as well as unscheduled paid time off (excluding bereavement leave and jury duty) to include the first two (2) consecutive days of unscheduled illness or injury once Sick Leave is exhausted.

B. ESL is the bank of time accrued for use during all paid nonscheduled illness or injury exceeding two (2) consecutive scheduled workdays and prescheduled medical leave for employees and their dependents, as well as for scheduled paid time off for medical reasons family members (as defined under RCW 49.46.210(2) and KCC 3.12.220).

C. Employees may donate BT and ESL to another benefit eligible employee in accordance with Article 5.8 MLA Article 6. For purposes of clarification, BT donation shall be consistent with MLA vacation leave donation.

5.3 Principles

A. The BT program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.

B. Operational efficiency is increased by the responsible management of the benefit time usage.

5.4 Absence

A. Employees are expected to schedule BT as far in advance as possible to facilitate business planning. Employees are expected to notify their supervisor each day of any unscheduled absence in accordance with WTD notice requirements. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all BT and ESL time shall be coordinated with, and supplementary to, Workers' Compensation.

B. Salaried Exempt employees use accrued BT and ESL in increments of not less than one (1) regular work day. Salaried employees who are absent for part of a work day will not be required to charge such absences against any accrued leave balances

nor will the employee's pay be reduced.

C. BT and ~~ESL~~ may be used and will be paid only to the extent that BT and ~~ESL~~ hours have been accrued by the employee in the pay period immediately preceding the absence.

5.5 Benefit Time Accrual and ~~Extended Sick Leave Accrual~~

A. BT accrual shall be as follows and based on a benefit eligible employee's adjusted service date:

Years of Employment	Accrual Rates		
	Annual	Bi-weekly	Hourly
Less than 5 years	232	8.923	0.1115
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11.692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538
19 years but less than 20 years	328	12.615	0.1577
20 years but less than 21 years	336	12.923	0.1615
21 years but less than 22 years	344	13.231	0.1654
22 years but less than 23 years	352	13.538	0.1692
23 years but less than 24 years	360	13.846	0.1731
24 years but less than 25 years	368	14.154	0.1769
More than 25 years of service	376	14.462	0.1808

B. Annual and bi-weekly totals in the above table are approximations and may vary slightly based on the hourly rate.

C. ~~ESL~~ accrual shall accumulate for all benefits eligible employees on the basis of fifty-six (56) hours per year (at the rate of 0.0269 hours per hour).

D. The hourly accrual rates indicated in this article shall not be construed to mean that salaried exempt employees receive compensation based on number of hours worked.

5.6 Benefit Time Accumulation and ~~Extended Sick Leave~~ Accumulation and Conversion

A. For employees hired prior to January 1, 2019, the maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be six hundred (600) hours. Employees with at least four hundred and eighty (480) hours at that time shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance of four hundred and eighty (480) hours. For employees hired on or after January 1, 2019, the maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be four hundred and forty (440) hours. Employees with at least three hundred and twenty (320) hours at that time shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance of three hundred and twenty (320) hours.

B. There shall be no limit on the amount of ~~ESL~~ accrued.

C. Current benefit eligible County employees who are new in the unit and who have more than 40 hours of sick leave may convert up to forty (40) hours from their sick leave balance into BT. Any remaining sick leave balance at the end of the year will be carried over to the following year will convert into ~~ESL~~. For such employees who have less than 40 hours of accrued sick leave, all sick leave accruals will be converted to BT time. Vacation leave balances will convert to BT.

D. Unless modified by a VEBA agreement employees who have successfully completed probation may cash-out a maximum of 480 hours, or 320 hours for employees hired on or after January 1, 2019, of BT time upon leaving employment in good standing. Employees returning to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2) years will have their ~~ESL~~ restored.

5.7 Upon Retirement or Death

Upon retirement from the County or death, an benefits eligible employee or their beneficiary shall be paid for up to four-hundred eighty (480) hours, or three hundred twenty (320) hours for employees hired on or after January 1, 2019, of accrued BT at one-hundred percent (100%) and for all accrued ~~ESL~~ at thirty-five percent (35%), unless modified by a VEBA agreement. Retirement as a result of length of service means an

employee is eligible, applies for and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

5.8 Leave Donation – See MLA Article 6.

For International Brotherhood of Teamsters Local 117:
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John Searcy, Secretary-Treasurer

For King County:

Angela Marshall, Labor Relations Negotiator
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