

**Memorandum of Agreement – King County Total Compensation 2019-2020**  
**for Appendix 14 of the Master Labor Agreement**  
**International Brotherhood of Teamsters Local 117**  
**Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks**  
**[157]**

**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, Supervisors – 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. Article 13 of Appendix 14 will be modified as follows:

**ARTICLE 13: BENEFIT TIME AND ~~EXTENDED-SICK LEAVE~~**

**13.1 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 13.5. 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. Benefit

Time is administered with the understanding that: a) BT is intended to constitute wages earned for services rendered, and b) because business needs may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash conversion of ~~up to one hundred twenty (120) hours~~ of Benefit Time.

### **13.2 Definitions**

A. All BT and ESL time is based on a two thousand eighty (2,080) hour 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) once Sick Leave is exhausted ~~to include the first two (2) consecutive days of unscheduled illness for employees and to care for their eligible dependents.~~

B. ~~ESL~~ Sick Leave is the bank of time accrued for use during all paid nonscheduled illness and pre-scheduled sick leave exceeding two (2) consecutive scheduled workdays for employees and to care for their eligible family members (as defined under RCW 49.46.210(2) and KCC 3.12.220) ~~dependents, as well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee or to care for an eligible dependent.~~

C. Employees may donate BT and ESL to another benefit eligible employee in accordance with MLA Article 6 County guidelines for donation of vacation and sick leave, respectively.

### **13.3 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 BT usage. The appropriate use of BT rests with the business teams.

### **13.4 Absence**

A. Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the County ~~each~~ day of any unscheduled absence, in accordance with established 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. ~~Hourly Non-exempt~~** employees who become ill or who are injured while at work shall apply the applicable accrued ~~SL BT~~ or ~~ESL BT~~ for that portion of the shift that they are unable to complete and is unpaid through Workers' Compensation. ~~This day will be considered the first day of unscheduled absence in case of illness or injury when determining the activation of payment of ESL time.~~ **Hourly Non-exempt** employees may use accrued BT and ESL in increments of one-half quarter (1/24) hour if approved by the supervisor.

**C. ~~Salaried Exempt~~** employees use accrued BT in increments of not less than one (1) regular work day. ~~Salaried Exempt~~ 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.

**D.** Employees unable to work because of any other personal emergency not related to employee or eligible family member illness shall be allowed to use BT for any unworked but scheduled hours.

**E.** BT and ESL 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.

### **13.5 BT and ESL 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

Years of Employment	Accrual Rates		
	Annual	Bi-weekly	Hourly
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.** ~~ESL accrual shall accumulate for all employees at a rate of on the basis of fifty-six (56) hours per year (0.0269 hours per hour).~~ In addition, an hourly employee eligible for comprehensive leave benefits who works in excess of 86 hours in a pay period shall accrue additional SL at the rate of 0.025 for each hour worked in excess of 86 hours in that pay period.

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

### **13.6 BT and ESL Accumulation**

**A.** Employees with at least four hundred and eighty (480) hours at the pay period ending before April 1st shall have the option to convert up to one-hundred twenty (120) hours of BT to cash if their classification is listed under Addendum A. Employees whose classifications are listed under Addendum A who promote into a position covered by this Agreement and all employees hired after January 1, 2018, will be limited to converting forty (40) hours of BT time to cash. Except, employees hired or promoted into a rotating shift Wastewater Treatment Supervisor position after January 1, 2018 will be able to convert up to eighty (80) hours of BT into cash. Except further, Wastewater Treatment Supervisors who are hired before January 1, 2018 and eligible for converting up to one hundred twenty (120) hours of BT to cash will retain their cash out rate when moving from or to a rotating shift to non-rotating shift position. All other BT eligible employees be able to convert up to forty (40) hours of their BT time to cash, down to a balance of four hundred and eighty (480) hours.

**B.** BT in excess of six hundred (600) hours for employees who can

convert up to one hundred twenty (120) hours of BT to cash, or in excess of five hundred and sixty (560) for employees who can convert up to eighty (80) hours of BT to cash, or in excess of five hundred twenty (520) for employees who can convert up to forty (40) hours of BT to cash from the pay period ending before April 1st of the calendar year shall be forfeited. Exception: an employee who exceeds their BT cap i.e., six hundred (600) or five hundred and sixty (560) or five hundred twenty (520) hours, on or after April 1 as a direct result of cancellation by the County of the employee's absence shall be allowed to retain the excess hours for up to six (6) additional months (to the following October 1) provided the employee did not have an opportunity to use the excess time before April 1.

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

### **13.7 Upon Retirement or Death**

Upon retirement from the County or death, an employee or their beneficiary shall be paid for up to four-hundred eighty (480) hours of accrued BT at one-hundred percent (100%) and for all accrued ESL at thirty-five percent (35%). 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.

**13.8** Employees have successfully completed probation may cash-out a maximum of four hundred eighty (480) hours 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.

### **13.9 Holidays**

A. All work performed on the following holidays by hourly employees shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Independence Day

- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

**B.** Holidays will be on the actual day of the holiday for shift crews and on the day the County observes the holiday for employees whose workdays are on Monday through Friday. Shift supervisors required to work on December 24th will be paid one and one-half (1-1/2) times the employee’s hourly rate of pay for all hours worked.

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

For King County:
Angela Marshall, Labor Relations Negotiator