

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% effective January 1, 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: Pursuant to 2019-2020 JLMIC agreement and its attachments (Document Code 000U0118_HealthBenefits_2019-2020, proposed Ordinance 2018-0546)

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Program according to the following terms: 3% of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. 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.

ARTICLE 39: STATE SICK LEAVE¹

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).

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

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.

Memorandum of Understanding
By and Between
King County
And
King County Coalition of Unions

Subject: CDL Endorsements

This Memorandum of Understanding (Agreement) is entered into by and between King County (the County) and the King County Coalition of Unions (Coalition).

WHEREAS, during the course of Total Compensation bargaining, the parties engaged in discussion regarding the interpretation and application of Article 36.1: Training under the Master Labor Agreement regarding reimbursing the cost of CDL endorsements.

NOW THEREFORE, having bargained in good faith, the parties hereby agree to the following:

1. The County will reimburse the cost of an employee maintaining their Commercial Driver's License (CDL) endorsement(s) if the position is required by the County to have a CDL endorsement(s).

Term: This Agreement shall be in effect following its adoption by ordinance by the King County Council, with CDL reimbursement retroactive to June 2, 2018.

**ADDRESSING “TOTAL COMPENSATION”
COALITION BARGAINING 2019-2020**

APPROVED this _____ day of _____, 2018.

By: _____
King County Executive

For The King County Coalition of Unions:

Denise Cobden, Union Representative
Coalition Co-Chair
Professional and Technical Employees, Local 17

Date

For The King County Coalition of Unions:

Michael Gonzales, Senior Business Agent
Coalition Co-Chair
Teamsters Local 174

Date