

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 50 of the Master Labor Agreement
Service Employees International Union, Local 925
Wastewater Treatment Division - Department of Natural Resources & Parks
[011]**

SUBJECT: TOTAL COMPENSATION SMALL TABLE AGREEMENT

This Agreement (Agreement) is entered into by and between King County (the County) and the Service Employees International Union, Local 925 (the Union).

RECITALS

The County and the Union (the Parties) have bargained in good faith during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020.

AGREEMENTS

The County and the Union agree that the Total Compensation Memorandum of Agreement, including the terms and conditions below, represent the entire agreement of the Parties for the period of January 1, 2019 through December 31, 2020.

ARTICLE 15: BENEFIT TIME

15.1 General Description

The Benefit Time (BT) 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 the bank of time accrued for use during scheduled paid time off and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The program is designed to meet two primary goals. The first is to increase operating efficiency, and the second is to treat employees with dignity and respect.

Eligibility:

A. Full-time regular, part-time regular, provisional, probationary and term-limited temporary (TLT) employees shall accrue benefit time as specified in 15.4.

B. Temporary and Part-time employees in short-term temporary positions and administrative interns shall accrue BT at the rate of 0.025 per hour for each hour in pay status to be used solely as paid sick leave for self-care or to care for a family member and for other qualifying reasons in accordance with state law, County code, and applicable Employer policies.

15.2 Principles

A. The Benefit Time 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.

C. Standards for BT usage will be developed and monitored by the Employer. These standards will recognize the diverse needs of the workplace and individual business team needs. The Employer will consult with the Union regarding these standards prior to implementation.

D. Problems regarding benefit time usage will be resolved in a positive manner consistent with good coaching and conflict resolution principles.

E. The Labor/Management Committee is responsible for overseeing any refinements or improvements to the BT Program.

15.3 Guidelines

A. BT is to be used for holidays, vacations, prescheduled medical appointments, unexpected short-term absences, illnesses and injuries, ~~and~~ donations, and absences to care for family members pursuant to federal/state law, and the County's Family Medical Leave Policy and this Agreement. The employee is responsible for managing the use of their paid time off.

B. In order to use BT, the hours used must have been accrued by the pay period preceding the absence.

C. Employees are required to submit requests and receive approval for scheduled time off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday.

D. Employees are required to notify the Employer ~~each day~~ of any unscheduled absence.

E. All BT shall be coordinated with, and supplementary to, workers' compensation.

F. Except for salaried employees, employees who become ill or injured while at work shall be paid the applicable accrued benefit time for that portion of the shift that they are unable to complete.

G. As established in the BT Standards, employees (as specified under 15.1.A) unable to work because of any other personal emergency shall be allowed to use BT for any unworked but scheduled hours.

H. For purposes of leave administration with respect to protected leave notwithstanding, with County approval, Employees may be allowed to use up to 520 hours of BT in a single instance.

15.4 Benefit Time Accrual

The BT Program is built on the sum of vacation leave, sick leave, and holiday pay and is based on a bi-weekly accrual rate available to the employee as it is accumulated on a 2,080 hour year.

Benefit Time accrual shall be based upon County-wide seniority in accordance with the following schedule:

Accrual Rates			
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	288	11.07692	0.13846
5 years but less than 8 years	312	12.00000	0.15000
8 years but less than 10 years	320	12.30769	0.15385
10 years but less than 16 years	352	13.53846	0.16923
16 years but less than 17 years	360	13.84615	0.17308
17 years but less than 18 years	368	14.15384	0.17692
18 years but less than 19 years	376	14.46154	0.18077
19 years but less than 20 years	384	14.76922	0.18462
20 years but less than 21 years	392	15.07692	0.18846
21 years but less than 22 years	400	15.38461	0.19231
22 years but less than 23 years	408	15.69230	0.19615
23 years but less than 24 years	416	16.00000	0.20000
24 years but less than 25 years	424	16.30769	0.20385
25 or more years of service	432	16.61538	0.20769

There shall be no limit on the amount of BT accrued.

15.5 Donation of Benefit Time (BT) and/or Compensatory Time (CT)

Employees (as specified in 15.1.A) will be allowed to donate their accrued BT and/or compensatory time to other employees who are unable to work due to personal circumstances, e.g., illness, injury or personal emergency. There is no limit to the amount of accrued BT and/or CT that can be donated. Hours must be donated in one-hour increments.

This donation of BT and/or CT will only be permitted in those situations where the employee to whom the hours are being donated, has or will shortly be exhausting his/her BT and/or CT. This shall be confirmed with Payroll prior to the commencement of donations by other employees.

No donation will be permitted in situations where the employee is on industrial injury status and is receiving workers' compensation benefits.

Requests for donation will be considered on a case-by-case basis and will be coordinated by the Union shop stewards. The amount of benefit time and/or compensatory time donated shall be based upon the anticipated length of time the employee will be absent from work, as supported by available documentation from the employee's physician.

Employees wishing to donate hours to another represented employee must complete a donation form and submit it to his/her section manager. The manager will approve the form based upon the above criteria and forward it to the Payroll Section.

~~Donated hours not used within 90 days of donation shall revert to the donor.~~

Upon receipt of the donation request, Payroll will process the request, and the hours will be transferred to the employees benefit time account in the next regular payroll cycle.

15.6 Cashout

A. UPON RETIREMENT OR DEATH

Upon retirement from the County or death, an employee (as specified in 15.1.A) or their beneficiary, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

All BT in excess of four hundred and eighty (480) hours shall be cashed out at 35% upon retirement

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

B. UPON SEPARATION

An employee (as specified in 15.1.A), upon separation with the County, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

If an employee (as specified in 15.1.A) resigns without giving two weeks' notice, the employee will forfeit thirty-three percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

If an employee (as specified in 15.1.A) leaves the Employer after working less than six (6) months, the employee will forfeit sixty percent (60%) of his or her accrued BT. He or she will then be paid 40% of their accrued BT at his or her regular rate of pay.

If the employee (as specified in 15.1.A) is terminated for just cause, the employee will forfeit thirty-three percent (33%) of their accrued BT for that calendar year. They will be paid one hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

15.7 Holidays

Employees (as specified in 15.1.A) are expected to manage their use of BT to cover paid time off for holidays. If a new employee does not have accrued BT to cover a holiday because it is too close to his or her hire date, the employee's next paycheck will be short by the hours that his or her BT bank does not cover.

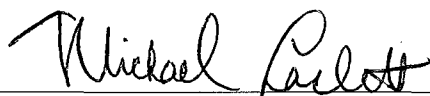
Except for salaried employees, all work performed on the following holidays shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked:

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

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day (as scheduling requires for non-shift workers; shift workers will observe the day before Christmas as the holiday)

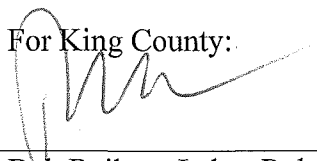
Holidays will be on the actual day of the holiday for shift crews and on the day King County observes the holiday for employees whose workdays are between Monday and Friday, inclusive. Shift employees required to work on Christmas Eve will be paid one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

For Service Employees International Union, Local 925:



Michael Laslett, Strategic Campaigns Director

For King County:



Bob Railton, Labor Relations Manager