

Memorandum of Agreement (MOA)
By and Between
King County (The County)
And
Amalgamated Transit Union, Local 587 (Union)

Subject: Compensation Settlement for Implementation of 2022-2025 CBA

Background:

1. On June 29, 2023, Amalgamated Transit Union, Local 587 (the Union) and King County (the County) agreed to the terms of a comprehensive tentative agreement. The Parties have agreed to the following in the November 1, 2022 – October 31, 2025 Collective Bargaining Agreement.

2. The CBA calls for the following cost of living adjustment (COLA) wage increases that must be implemented retroactively and prospectively:

Effective August 5, 2023:

7.17% (derived from the COLA calculation in Articles 14.1.A and R14.1.A of the CBA)

Effective the start of the pay period that includes November 1, 2023:

6.00% (derived from the COLA calculation in Articles 14.2 and R14.2 of the CBA)

Effective the start of the pay period that includes November 1, 2024:

TBD (will be derived from the COLA calculation in Articles 14.2 and R14.2 of the CBA)

3. The CBA also calls for a 9% lump sum payment:

"A one-time payment of 9.0% of eligible earnings for paid hours worked between 10/29/22 to 8/4/23 will be paid to each bargaining unit Employee. Examples of non-eligible earnings include, but are not limited to, adjusted earnings for prior periods outside the 10/29/22 to 8/4/23 period, grievance settlements, prior retroactive payments for compensation outside the 10/29/22 to 8/4/23 period, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave."

4. The Parties enter into this Agreement for the purpose of clarifying eligibility for certain economic provisions, and to provide a negotiated agreement with respect to a process to determine lump sum payments to retro-eligible employees so as to reflect the application of the increases documented in items 2 and 3 above.

Agreement:

1. Retroactive payment of the COLA increase, the 9% lump sum payment, and/or retroactive tool allowance shall be made to all Employees who are active on the date of the Union ratification vote or who retired, involuntarily medically separated, separated employment by disability or death, or accepted another job in King County prior to the Union ratification vote. "Active" includes Employees who are on paid or unpaid leave. Employees who resign or are terminated for cause prior to the Union ratification vote shall not receive a retroactive payment, the 9% lump sum payment, and/or retroactive tool allowance. Employees who have separated from County employment or Union-represented positions after the Union ratification vote for any reason remain eligible for the aforementioned payments. The above listed payments will only be paid for the applicable period that the Employee worked in an ATU 587 bargaining unit position.

2. All other provisions of the new Agreement shall become effective on the effective date of the Ordinance following adoption of this Agreement by the King County Council and shall not be applied retroactively. Non-retroactive provisions include, but are not limited to, changes to pay premiums, salary increases, and special allowances, changes in working conditions and changes to terms and conditions of employment.

3. All 2023 earnings received by Union represented employees shall have the appropriate wage rate applied to each year's eligible earnings to establish the individual lump sum retroactive payments to Employees. This lump sum retroactive payment shall be subject to all applicable federal and state rules, taxes, retirement, and other withholdings. It is agreed that this lump sum retroactive calculation will represent the increase for 2023 earnings prior to the implementation of the prospective increase.

Pay period inclusive of 8/5/2023 – Pay period ending prior to 11/1/2023	7.17%
Pay period inclusive of 11/1/2023 – Pay period ending prior to 11/1/2024	6.00%
Pay period inclusive of 11/1/2024 – Pay period ending prior to 11/1/2025	TBD

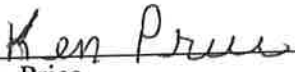
4. The parties agree that eligible earnings are based on pay codes for paid hours worked and earned during the retroactive period in an ATU 587 bargaining unit position. Examples of eligible earnings include, but are not limited to, regular time, overtime, sick leave, vacation time, and holiday time. Examples of non-eligible earnings include, but are not limited to, adjusted earnings for prior periods outside the retroactive period, grievance settlements, prior retroactive payments for compensation outside retroactive period, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave.

5. The 9% lump sum shall be subject to all applicable federal and state rules, taxes, retirement, and other withholdings.


6. The Union and the County agree that this shall be the negotiated calculation for earnings and lump sum payments covering the period of November 1, 2022, through implementation of the prospective increase from the CBA, and for future wage increases required for the duration of the CBA.

7. The terms of this MOA shall be effective when signed by authorized representatives of the parties, following each party's full ratification process.

For Amalgamated Transit Union, Local 587:




Ken Price
President/Business Representative



Date

For King County:



Angela Marshall
Deputy Director
Office of Labor Relations
King County Executive Office

8/14/23

Date