

Coalition Labor Agreement (CLA) - Appendix for 160
Agreement Between King County
And
Teamsters Local 174
Departments: Natural Resources & Parks, Local Services, and Executive Services

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**AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174
AND KING COUNTY**

These articles constitute an agreement, terms of which have been negotiated in good faith between King County (County) and Teamsters, Local 174 (Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (Council).

ARTICLE 1: PURPOSE

1.1. The intent and purpose of this Agreement, which serves as an Appendix to the Coalition Labor Agreement (CLA) is to promote the continued improvement of the relationship between the County and its employees. The articles of this Agreement, herein after referred to as the Appendix, along with the CLA, set forth the wages, hours, and other working conditions for the bargaining unit employees as provided under the CLA purpose statement.

1.2. The CLA shall apply to the individual bargaining unit's employees as follows:

1.2.1. The Preamble in its entirety.

1.2.2. All superseding and non-superseding provisions, with the exception of non-superseding CLA Article 43 (After Hours Support).

1.3. All words under this Agreement shall have their ordinary and usual meaning except those words or phrases that have been defined under King County Code (K.C.C.) 3.12, as amended.

1.3.1. Comprehensive benefit eligible shall mean those employees in career service, probationary or term-limited temporary positions who receive comprehensive paid leaves and insured benefits.

1.3.2. Workweek shall mean the seven (7) consecutive day period defined by the county which is used for determining the FLSA workweek period.

1.3.3. Work schedule shall mean the number of days an employee is assigned to work or is available for work during a workweek. The seven-ten (7/10) work schedule spans two

(2) consecutive workweeks.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1. The County recognizes the Union as the exclusive representative of those employees whose job classifications are listed in Addendum A. The Union represents short-term temporary and term-limited temporary employees consistent with the CLA Grievance Procedure.

2.2. Roads Truck Driver III, Jurisdiction Clarification. A general description of the historical jurisdiction of Teamsters 174 work within the Roads Division, excluding the Signs and Marking group, is described as follows:

A. Drive/operate a variety of vehicles that require a CDL-Class A and Class B license including but not limited to: vactor truck, dump truck, de-icer, tilt top trailer, lowboy, tow truck, swap loader, spreader, asphalt hot box, tanker (water), end dump, and snowplow. Teamsters 174 employees also drive/operate tailgate sanders (as described in Article 10.16).

B. Transporting, distributing, and spreading (not to include spreading material by hand, with hand tools, or with heavy equipment): gravel, aggregate, dirt, sand, spoils, salt, oil asphalt, sludge, and ditchings typically associated with road maintenance or projects.

C. The work of spreading gravel, aggregate, dirt, sand, spoils, salt, oil, asphalt, sludge, ditchings, vegetation, debris, and other materials that are spread by hand, or by heavy equipment (operated by Local 302), shall not be considered exclusive jurisdiction of Teamsters 174. The work of transporting and distributing non-rock materials such as garbage, vegetation, and debris, etc, in a 3-yard vehicle or smaller shall not be considered exclusive jurisdiction of Teamsters 174.

This provision, Article 2.2, does not intend to expand or contract Teamsters 174 jurisdiction but instead aims to clarify existing jurisdiction as currently understood. Any disputes under this Article 2.2 may be referred to the Public Employment Relations Commission (PERC).

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force are vested exclusively in the County subject to terms of this Agreement. The County may administer all matters not

expressly covered by the language of this Agreement for its duration as the County from time to time may determine.

ARTICLE 4: HOLIDAYS, ELIGIBILITY

Pursuant to Coalition Labor Agreement, Article 10, and the following:

4.1. All career service, probationary and term-limited temporary employees, except those on a 7/10 work schedule, shall be granted all CLA holidays with pay:

4.2. Personal holiday days can be used in the same manner as any vacation day earned.

4.3. A. Solid Waste. Except for those employees who are working a 7/10 work schedule, whenever a holiday falls on a regularly scheduled day off, the County will designate a regularly scheduled work day on which to recognize the holiday for the affected employee(s). Normally, the holiday will be recognized on the day before or the day after the holiday. The list of designated holidays will be issued by December 1 of each year for the subsequent year. The effect of this designation is that the employee for whom the actual holiday fell on their regular day off and is now working on the designated holiday will be paid at the rate of time and one half for hours worked on the designated holiday, in addition to any holiday pay required under 4.1.

B. Employees on a 7/10 Schedule. Holidays are observed on the day they occur.

C. Third Shift Pay on Holidays. For those employees who start their shifts the day before the actual holiday (or observed holiday if the actual holiday falls on an off-shift day) and work shift hours that occur on the actual holiday, the date of the holiday for payroll purposes will be the day before the actual holiday (i.e., the date of the punch-in). For example, if the actual holiday occurs on a Monday and the third shift employee works from 11:30 p.m. on Sunday until 7:30 a.m. on Monday, then the holiday will be considered for payroll purposes to occur on Sunday (i.e., the date associated with the punch-in time). This shall apply to leave taken on a holiday, as well as to hours worked on a holiday, which will be paid at time and one-half. In the event that there are different pay rates for the actual holiday and the observed holiday, the pay rate in effect for the actual holiday will be applied. For example, if a New Year's Day holiday falls on a Monday (e.g., January 1, 2018) but, due to the terms of this subsection, the

1 holiday is allocated to Sunday (in this example, December 31, 2017), then the pay rate in effect
2 on the actual holiday (January 1, 2018) will be applied.

3 **4.4.** All employees may be required to work holidays. Except for those employees who
4 are working a 7/10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2)
5 times the employee's hourly base rate of pay plus any applicable pay premiums for all hours
6 worked in addition to the regular holiday pay.

7 **4.4.1. Solid Waste and Parks.** Except for those employees who are working a
8 7/10 work schedule, employees scheduled to work on a holiday as listed in the CLA may request
9 in writing to take the holiday off if such request is submitted no later than three (3) working days
10 prior to the holiday. When the division receives such a request it will solicit volunteers to work
11 the shift in question. At management's discretion, if no volunteer signs up to work such shift,
12 the request may be denied. If there is more than one request from employees in the same
13 classification, the division will deny such requests in inverse order of seniority within that
14 classification.

15 **4.5. Compensation for Holiday.** For comprehensive leave eligible employees who
16 work a forty (40) hour workweek and are eligible for holiday pay, whenever a holiday occurs
17 during an employee's regularly scheduled workday, such employee shall receive compensation
18 for the holiday on the basis of eight (8) hours of the employee's hourly base rate of pay plus any
19 applicable pay premiums.

20 No employee shall be granted more than 112 hours of holiday time in a calendar year
21 including personal holidays as identified in CLA Article 10. The 112 holiday hour annual cap
22 applies to all employees regardless of work schedule and regardless of whether an employee
23 switches to a 7/10 work schedule mid-year.

24 However, pursuant to CLA Article 10.3, in the event that a comprehensive leave eligible
25 employee who works an alternative work schedule receives the day off on a holiday occurring on
26 their regularly scheduled workday, they will receive compensation that reflects their regularly
27 scheduled workday for that holiday which may exceed the eight (8) hour/ one-hundred-twelve
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(112) maximum reflected in this section. The changes in this provision for the 2026-2028 Appendix shall be implemented retroactively to 1/1/26 in the manner that if an employee took a holiday off and had vacation or compensatory time deducted from their banks to receive regular pay for the day, they shall receive the applicable credit to those leave banks upon implementation of this agreement.

4.6. Full-time and Regular Part-time 7/10 Employees. Employees on a 7/10 work schedule shall be entitled to ten (10) hours of holiday pay for the following three (3) holidays which occur on their on-shift. Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25) and New Year's Day (January 1). For these holidays that fall on an employee's off-shift, employees shall receive ten (10) hours pay for each holiday through a payout at the hourly base rate of pay exclusive of overtime and shift premium.

ARTICLE 5: VACATIONS

5.1. Career service, probationary and term-limited temporary employees shall accrue vacation leave benefits for each hour paid at the straight time rate of pay, up to a maximum allowed by the King County Code. Vacation accrual will be in accordance with the CLA. **5.2.**

Vacation Schedule

A. The division director/designee shall be responsible for establishing a flexible vacation schedule in such a manner as to achieve the most efficient functioning of the division, as well as to allow the maximum number of employees to utilize accrued vacation without detriment to County services.

Solid Waste. The major vacation schedule in the Solid Waste Division shall be determined by seniority bid, with the most senior employee having first bid. The Solid Waste Division shall permit not more than the following percentages of the employees in each job classification off on vacation leave at any one time.

Transfer Station Operators: 8.5%.

Truck Driver III's: 8.5%.

Scale Operators: 8.5%.

1 Tipper Worker 1's: One employee off at any time.

2 Calculations shall be rounded up, for example meaning 6.1 slots shall be rounded up to 7.
3 The number of vacation slots shall be based on the amount of budgeted Career Service
4 employees for the current year.

5 Vacation preference requests for a period beginning March 1 and ending the last day of
6 February the following year must be received by management no later than February 1.
7 Employees shall not request more than 28 full or partial days during the first vacation pick
8 period. The vacation schedule shall be posted on or before February 15. Vacation requests
9 received after February 1 shall be granted, in the order received, when possible. However,
10 subsequent vacation requests, up to the minimum number allowed in this section, shall not be
11 denied for arbitrary or capricious reasons. In the event of scheduling conflicts within the
12 division, classification seniority will prevail.

13 **B.** Regular part-time employees who are eligible for vacation leave may use
14 vacation to fill out their work schedule. Unless previously approved for vacation leave, an
15 employee may not take vacation leave on a day called for work during the employee's regular
16 schedule except as provided under Article 5.3.A.

17 **5.3.** Employees who are eligible to accrue vacation leave may accrue up to sixty (60)
18 days (480 hours) vacation per year, consistent with Article 5.1 and 5.2 of this Appendix, except
19 for new hires January 1, 2018 or later, pursuant to the Coalition Labor Agreement. Employees
20 must use vacation leave in excess of the maximum accrual amount on or before the last day of
21 the pay period that includes December 31st of each year. Failure to use vacation leave beyond
22 the maximum accrual amount will result in a forfeiture of the vacation leave beyond the
23 maximum amount unless the division director/designee has approved a carryover of such
24 vacation leave because of cyclical workloads, work assignments, or other reasons as may be in
25 the best interests of the County. If end of year weather events and staffing shortages have led to
26 the cancellation or denial of vacation leave, that will be taken into consideration. The procedure
27 for requesting vacation carryover is outlined in the Vacation Carryover and Forfeiture policy
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(Bulletin 2016-0002, as amended). Vacation carryover shall not be unreasonably withheld.

5.3.A. Employees on a 7/10 schedule, regardless of whether they are FTEs or RPTs, shall have a maximum vacation leave accrual of 480/320 hours based as referenced in Article 9 of the CLA.

5.4. The parties may convene discussions during the term of the agreement about the levels of vacation that may be available annually, to determine whether the changes to vacation slots that are provided above meet operational and employee needs. If the percentages above can be adjusted upward without creating operational concerns, the parties will reopen negotiations to allow for a higher percentage. Likewise, if the agreed upon percentages have created staffing shortages, the parties will reopen negotiations to allow for a lower percentage.

5.5. Employees may use vacation in quarter hour (1/4) increments, at the discretion of the division director/designee.

5.6. If an employee is injured or becomes sick while on vacation leave they can use accrued sick leave, if the reasons meet the eligibility requirements for sick leave usage, for that time provided the employee notifies the division director/designee. Notice must be given as soon as possible. Verification of the injury or illness from a licensed practitioner may be required, in a manner consistent with state law, for approval of the sick leave request and the injury or illness must be of such severity that it would have prevented the employee from working had the employee not been on vacation leave.

5.7. Vacation Accruals. Vacation accruals shall be posted on the employees pay stub each pay period.

ARTICLE 6: SICK LEAVE

6.1 Comprehensive leave eligible employees working a 7/10 schedule who were assigned to a 7/10 schedule on or before August 1, 1996 (including Scale Operators) shall accrue sick leave benefits at the rate of .052750 hours for each hour in paid status, exclusive of overtime, except if an employee working a 7/10 schedule works in excess of seventy-four (74) hours in one work week, the employee will accrue sick leave at the rate of .025 for each hour

worked in excess of 74 hours up to a maximum of 96 hours per year.

6.2. Use of Sick Leave for Bereavement. An employee eligible for leave who has exhausted their bereavement leave, will be entitled to use sick leave in the amount of five (5) working days for each instance when death occurs to a member of the employee's immediate family or any relative continually living in the employee's household.

6.3 Sick Leave and Worker's Compensation Payments.

1. An employee who suffers an occupational illness or is injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the regular pay of the employee; though an employee who chooses not to augment their worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave status;

2. An employee who chooses to augment workers compensation payments with the use of accrued sick leave will notify the workers compensation office in writing at the beginning of the leave;

3. An employee may not collect sick leave and worker's compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

6.4. Work Rules During Use of KCFML/FMLA.

A. Reduced Schedules. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

B. Temporary Transfer. If an employee requests intermittent leave or leave on a reduced leave schedule, under Article 6.4.A. above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

1 **C. Concurrent Time.** Use of donated leave will run concurrently with the
2 eighteen (18) workweek family medical leave entitlement.

3 **D. Insurance Premiums.** The County will continue its contribution toward
4 health care during any unpaid leave taken pursuant to Coalition Labor Agreement, Article 11.

5 **6.5.** Failure to return to work by the expiration date of a leave of absence without an
6 approved request for the leave to be extended or abuse of sick leave may be cause for
7 disciplinary action, up to and including, termination of the employee from County employment.

8 **ARTICLE 7: INSURED BENEFITS, HRA, AND VEBA**

9 Pursuant to CLA, Article 25 and the following:

10 The County presently participates in insured medical, dental, vision and life insurance
11 plans for career service, probationary and term-limited temporary employees. The plan designs
12 and plan features for the insured benefits are negotiated in the Joint Labor Management
13 Insurance Committee (JLMIC) comprised of representatives of the County and Labor
14 organizations, including the Union. The Union participates on the JLMIC.

15 The County agrees to continue to explore the Washington Teamsters Welfare Trust as an
16 alternative to the current JLMIC Health & Welfare plans currently in place.

17 **ARTICLE 8: CLASSIFICATIONS AND COMPENSATION**

18 **8.1.** The classifications of work, and rates of pay, and step progression for each
19 classification covered by this Agreement shall be as listed under Addendum A. Local 174 may
20 grieve jurisdiction issues related to work performed by the classifications listed under Addendum
21 A, except as limited by the CLA Grievance Procedure.

22 **8.2.** Classifications covered by this Agreement shall be paid at the rates set forth in
23 Addendum A. All wage rates in effect for the classifications listed in Addendum A will receive
24 increases pursuant to the Coalition Labor Agreement.

25 **8.3.** Effective upon implementation of the 2018-2020 Agreement, incumbent Parks
26 Truck Driver II's were reclassified to Truck Driver III's. It is understood that new hires may still
27 be brought in as TDII's, when appropriate.

1 **8.4.** Employees who have been laid off in their classification and continue to be
2 employed by King County shall use their total County seniority for placement in the wage
3 progression when recalled to the classification from which they were laid off in accordance with
4 Article 12 Seniority. It shall be the employee's responsibility to notify the County in writing
5 upon return to their classification if they have not been placed appropriately on the wage
6 progression. Such notification shall take place within forty-five (45) days of receipt of their first
7 pay check or the back wages shall be forfeited.

8 **8.5.** For employees hired into classifications with step progression, the initial step
9 placement will be determined by the County.

10 **8.6. Promotional Pay.** A career service employee who is promoted from one
11 classification covered by this Agreement to another classification covered by this Agreement,
12 shall be placed into the lowest pay Step of the higher classification which still provides for a
13 wage rate that is at least 5% higher than that currently being received by the promoted employee,
14 not to exceed the top step of the new classification.

15 **8.7. Demotional Pay.** A career service employee who is demoted from one
16 classification covered by this Agreement to another classification covered by this Agreement,
17 shall be placed into the highest pay Step of the lower classification which still provides for a
18 wage rate that is lower than that currently being received by the demoted employee.

19 **8.8. Temporary Positions.** With the exception of short-term temporary (STT) truck
20 drivers hired in RSD during cases of alert status emergencies, as defined in Addendum C, STT
21 employees will be paid at the first step of the pay range specified in Addendum A. STT
22 employees are not eligible for comprehensive paid leaves or insured benefits. In the event that
23 the STT employee exceeds the annual working hour threshold defined in Chapter 3.12 of the
24 K.C.C, the employee may also be entitled to receive additional compensation and also may be
25 eligible to participate in the medical component of the insured benefits plan as provided under
26 the Chapter and subsequent revisions thereof. All STT Sign and Marking Specialists shall be
27 hired as Sign and Marking Specialist I's.

8.9. Premium Pay.

A. All Sign and Marking Specialists with commercial driver's licenses and hazardous materials endorsements will be paid a premium of two and a half percent (2.5%) per day for using the striper truck and performing striping duties.

B. Hazardous Materials Endorsement. Management shall designate the number of Truck Drivers and Sign & Marking Specialists who are required to have a Hazardous Materials Endorsement.

Haz-Mat endorsed drivers will not be assigned to perform Haz-Mat work that crosses divisions or job classifications.

Those who are required to have a Hazardous Materials Endorsement shall receive a \$100/month endorsement premium. Additionally, Truck Drivers and Sign & Marking Specialists who have a Hazardous Materials Endorsement will be paid a 2.5% premium for all hours of a day in which they are assigned to driving a fuel truck (SWD) or the striper truck (Roads) and performing striping duties including the transport of paint (the transportation of paint shall be done in accord with the jurisdictional lines between the Roads drivers and Signs and Markings Specialist).

Consistent with CLA Article 44, King County shall cover the cost of Hazardous Materials Endorsements and licensure and renewal costs, for all employees who may be assigned to operate the fuel truck, the striper truck, or the transport of paint. The selection process shall be based on:

1. Employees in a job that will perform Haz-Mat duties,
2. Seniority within jobs required to have the certification.

Any employee who has been trained for the Hazardous Materials Endorsement at the County's expense, and remains required to hold the endorsement, must continue to renew their Hazardous Materials Endorsement and be available to drive the vehicles that require the endorsement.

Each Division shall send a list of employees to the Union annually with names of employees who are required to have a Haz-Mat endorsement. The County shall also send the Union any updated list as needed throughout the year.

C. Transfer Station Operators Maintenance and Moderate Risk Waste

Positions. Employees in the TSO Maintenance or Moderate Risk Waste assignments will receive a one dollar (\$1.00) premium for all hours compensated. Employees in the TSO Maintenance or Moderate Risk Waste assignments for a second consecutive year shall receive a two dollar (\$2.00) premium for all hours compensated during that second year. Employees in the TSO Maintenance or Moderate Risk Waste assignment for three or more consecutive years will receive a three dollar (\$3.00) premium for all hours compensated during those years. This premium rate of one (\$1.00) dollar per hour shall apply only for actual hours worked for employees filling into these bid positions. Employees who bid these positions must have, and maintain, the ability to do the core functions of the job.

8.10. Lead Compensation. An employee assigned in writing by the manager/designee to be a lead will receive a premium of 10% for all time assigned. Leads have responsibility for assigning, tracking, organizing and scheduling. Leads do not make hiring decisions, establish job performance standards or effectively recommend or participate in disciplining employees. Assigned Leads shall be paid only for actual hours worked for any required “transitional” communications.

A. If no full time 7/10-eligible employees choose to show interest for an open Lead assignment, then the County may select another qualified employee who shows interest in the lead position (as determined by management).

B. In accordance with paragraph A, by December 16 of each year, any full time 7/10 eligible employee(s) may show interest in the lead assignment and if they so choose can replace the less senior non full time 7/10 eligible employee out of that position. If more than one full time 7/10 eligible employee shows interest in the lead position, the County may select the full time 7/10 eligible candidate of their choice to fill the lead position. This language does not

allow for the replacement of a lead who had the seniority to be 7/10 full time eligible at the time they were assigned to the lead team.

8.11. Scale Operator/TSO Leads Cell Phone Lead Standby Pay. All designated Scale Operator/TSO Leads required in writing to carry pagers or cell phones during their normally scheduled time off shall be compensated at the hourly rate of \$4.00 (four dollars) for all time spent while so assigned and not receiving other compensation. Assigned work from home will be paid at a minimum of fifteen (15) minutes, in fifteen (15) minute increments.

8.12. Overtime.

Contractual daily overtime shall be paid to employees who work more than their regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime Rate in effect at the time the overtime work is performed.

Contractual weekly overtime shall be paid to employees for all hours compensated in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed.

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half (1-1/2) times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

For purposes of calculating contractual daily overtime and contractual weekly overtime, hours compensated shall be considered hours worked.

A. No employee shall have their work schedule altered for the sole purpose of avoiding the payment of overtime. No employee shall be required to work on their scheduled day off in lieu of their scheduled workday. Nothing herein shall be construed as meaning that an employee shall receive overtime pay for Saturday or Sunday work when such work is performed

1 on their scheduled workday.

2 **B.** Employees on a 5-8 schedule who are required to work beyond eight (8) hours
3 a day at the direction of their supervisor shall be compensated at the rate of one and one-half (1-
4 1/2) times the employee's regular hourly rate of pay for time compensated in excess of eight (8)
5 hours per day or forty (40) hours per workweek. Employees on a 4/10 schedule who are required
6 to work beyond ten (10) hours a day at the direction of their supervisor shall be compensated at a
7 rate of one-and-one-half (1-1/2) times their regular hourly rate of pay for all time compensated in
8 excess of ten (10) hours per day or forty (40) hours per workweek. Employees on a 7/10
9 schedule who are required to work beyond ten (10) hours a day at the direction of their
10 supervisor shall be compensated at the rate of one-and-one-half (1-1/2) times their regular hourly
11 rate of pay for all time compensated in excess of ten (10) hours per day or forty (40) hours per
12 workweek. Only compensated straight-time hours will be used to calculate the 40 hour weekly
13 threshold for overtime. Time compensated at the overtime rate will not be included in the
14 calculation of the daily or 40 hour weekly threshold.

15 **C.** All overtime shall be authorized in advance by the managers/designee in
16 writing, except in emergencies.

17 **D. Scale Operator Mandatory Off-Shift Assignments.**

18 **1.** The County reserves the right to assign off-shift work, to be paid at the
19 premium double time (2X) hourly base rate of pay plus any applicable premiums, in inverse
20 order of seniority on a rotating basis, if there are no volunteers for the work.

21 **2.** If a Scale Operator is assigned to mandatory work during their off-
22 shift, but does not work, this shall be treated as an unauthorized absence unless the supervisor
23 has approved the absence.

24 **3.** Hours already paid at the double time hourly base rate of pay are not
25 used for the purposes of determining weekly overtime.

26 **4.** Scale operators on a 7/10 schedule will be required to be on the
27 mandatory rotation. Scale operators on a 5/8 schedule may opt to be on the mandatory rotation
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for A or B shift, or both or neither; the choice will be made when starting the schedule, and after that in January and June.

5. Assigned mandatory shifts will not be cancelled or reduced more than 72 hours after the time of assignment except by mutual agreement between the employee and the County.

E. If the OT wheel process has been exhausted and a Scale Operator or TSO in SWD agrees to work back-to-back or overlapping shifts the employee shall be compensated for the workplace to workplace travel time and all hours worked consecutively, beyond 8 or 10, shall be considered daily OT under Article 8.12 regardless of whether or not the consecutive hours fall on the same calendar day. Shift differentials, however, shall continue to be paid in accordance with Article 9.4. This provision will apply to consecutive shifts that include fire watch when the fire watch does not go through the full OT rotation.

8.13. Call Out.

A. Physical Call-Out. A minimum of four (4) hours at the overtime rate pay shall be paid for each physical call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall be paid at the overtime rates. Only one (1) overtime shift will be offered to an employee for each physical call-out.

B. In the event an employee has a physical call out within four (4) hours of their regularly scheduled start time, she/he will be paid at the overtime rate of pay for the actual time between the physical call out and the start time.

C. Technical Call-Out. Employees will be paid at a minimum of fifteen (15) minutes, in fifteen (15) minute increments, at the appropriate overtime rate of pay. Subsequent call outs within the same fifteen-minute period will not receive additional compensation until after that period has expired. (This provision does not supersede the current pay practice in Signs and Marking.)

D. A “physical call-out” will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to their

1 normally scheduled shift. A “technical call-out” will be defined as a circumstance where an
2 employee is asked to work remotely through technological means and is not required to report
3 back to the workplace. If an employee is called to perform a technical call-out and it is
4 determined they will need to perform a physical call-out, the provisions for the physical call-out
5 will prevail. Technical call-out does not apply to Union steward representation duties.

6 **8.14. Signs and Marking Stand-by.** Employees assigned to be on stand-by shall
7 receive 10% of their hourly base rate of pay for all time spent while so assigned and not
8 receiving other compensation for hours worked. Employees shall be required to be available for
9 any call when on stand-by. When called out stand-by will cease and the employee shall receive
10 call out pay as identified in Article 8.13. Following the call out, employees can be reassigned to
11 stand-by as needed.

12 **8.15. Shift Premium Pay.**

13 A. A ten percent (10%) premium rate shall be paid for all second shift work,
14 defined as work scheduled to start between the hours of noon and 8:59 p.m.

15 B. A fifteen percent (15%) premium rate shall be paid for all third shift work,
16 defined as work scheduled to start between the hours of 9:00 p.m. and 5:59 a.m.

17 C. The premiums shall be applied to the working hours listed in Article 9.

18 D. Employees who are regularly assigned to the second or third shift will have all
19 compensable time paid at the higher rate.

20 E. Employees who work a 7/10 work schedule will receive a shift differential of
21 14.3%.

22 F. Sections A and B above do not apply to Scale Operators or Scale Operator
23 Leads/TSO Leads who are covered by Section 8.11.

24 G. The Employer will not change shift start times for the sole purpose of
25 avoiding shift differential.

26 **8.16. Reimbursement for Personal Transportation.** Pursuant to Coalition Labor
27 Agreement.

8.17. Transportation Benefits. Pursuant to Coalition Labor Agreement, Article 34, and the following:

A. Non-regular part-time and temporary employees shall receive cash in lieu of the fully subsidized “regular (Metro) transit pass” effective upon their exceeding the equivalent of six (6) months of full-time employment in a year. The amount of cash paid shall be pro-rated based on the employee’s normal workweek, not to exceed \$20 per month.

8.18. Scheduled Overtime – Solid Waste, Roads and Parks Divisions. Scheduled overtime work, which may be required and is generally scheduled on weekends and holidays, or the employees off-shift, shall first be offered to employees on a rotating seniority basis within the work classification as outlined in Article 12.10. With the exception of laid off bargaining unit members working as TLT’s, no TLT’s or STT’s may utilize the overtime wheel until the wheel has been exhausted for the day.

8.18.1. Roads Division. If overtime is a continuation of work previously started by a particular crew within a work group, the overtime shall first be offered to employees on a rotating work group seniority basis within the crew doing the work, then to the crew that would normally perform the work, then to the work group ,and then to the Roads Maintenance Section using rotating seniority (the big wheel). A work group is defined as a maintenance division or planning unit operating out of Special Operations, i.e., drainage crew, bridge crew, rivers, etc.

8.19. Solid Waste Division Off Shift Work. Employees who desire to work on their off-shift shall indicate their availability and shall be offered such work if available in order of seniority on a rotating basis. Employees shall only be included in this rotation after completing training.

8.19.1. Scale Operators Off Shift Work. Work shall be scheduled the Saturday prior to the next week beginning on Tuesday, except in case of necessity arising at a later time.

8.19.2. Lead Off-Shift Work. An employee designated as Lead must select available off-shift lead assignments before selecting other off-shift assignments.

1 a. Scale Operators. Each lead off-shift overtime assignment will count as
2 one (1) pass on the overtime wheel unless off-shift lead assignments and other off-shift
3 assignments are offered on the same day.

4 b. Truck Drivers. Each lead off-shift overtime assignment will count as
5 one (1) pass on the overtime wheel unless off-shift lead assignments and other off-shift
6 assignments are offered on the same day.

7 c. Transfer Station Operators.

8 1. The lead will not be on the garbage overtime wheel. The lead
9 will be able to work overtime on garbage only after the wheel has already gone around twice and
10 the spot is still unable to be filled.

11 2. When the on-shift full time lead is absent (regardless of the
12 number of days) the off-shift full time lead will have the first right of refusal to come in on
13 overtime and perform the lead duties.

14 3. If the off-shift full time lead does not want to work, then the on
15 shift alternate lead will be given the opportunity, then the off-shift alternate lead will be given
16 the last opportunity if none of the others are available.

17 **8.20. Ferry Tickets and Delay Pay.** Ferry tickets shall be provided for assignments on
18 Vashon Island. An employee whose report location requires them to commute to Vashon to
19 begin their work assignment on island, and whose scheduled ferry is cancelled and where no
20 remaining alternative ferry boats are available within 1 hour or less after that cancelled boat,
21 shall be compensated their normal pay for the delay time. The employee is required to submit
22 supporting documentation of the applicable ferry delays.

23 **8.21. Hazardous Materials Endorsement.** The County agrees to reimburse for costs of
24 the fingerprinting and background check, the test, and the endorsement fee for a Commercial
25 Drivers License hazardous materials endorsement and the time spent for fingerprinting and
26 testing if the employee is required in writing by the Division to obtain such endorsement.

27 **8.22. Compensatory Time.**
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1 A. The accrual and use of compensatory time shall be administered consistent
2 with King County Personnel Rules.

3 B. Consistent with these rules, current practice allows employees to accrue up to
4 80 hours of comp time, subject to the different accrual rules established in each Division.
5 Under these rules and under current practice, all compensatory time balances are cashed out at
6 the end of the year.

7 C. To provide greater opportunities for Roads and Parks employees who accrue
8 compensatory time at the end of the year to use it, the following rules shall apply: For
9 compensatory time that is accrued during the calendar year, if it is not feasible for the employee
10 to use compensatory time by the end of the year due to work demands, they may request and
11 may be approved to carry over up to 40 hours of compensatory time into the next calendar year.
12 This request shall not be unreasonably denied. Compensatory hours that have been carried over
13 must be used in the first quarter of the new calendar year, or it will be paid out.

14 **8.23. Training Pay.** When an employee is assigned by management or their designee in
15 writing or verbally to provide training, that employee will be paid ten percent (10%) above their
16 regular hourly rate for the hours spent training.

17 Employees may be assigned to train other employees if the current trainers do not want to train
18 or if there are no volunteers.

19 Each Division covered under this Agreement shall, in collaboration with the Union, use
20 the existing labor-management meeting forum to discuss issues and concerns about the
21 assignment of training roles.

22 **8.24. Tipper Workers.** If a regularly assigned tipper worker is absent for a full day then
23 the assignment shall first be offered to tipper employees in overtime status then to TDIIIs who
24 have completed the tipper worker training offered by the County. The tipper assignment for
25 TDIIIs shall be treated similar to an assignment off the special hauls list.

26 **8.25.** The Employer may change an employee's work shift and/or work schedule for the
27 purpose of a transitional (Light Duty) Assignment. Employees will receive premium pay in
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1 accordance to the shift they are assigned to while on Transitional Duty.

2 **8.26.** The Solid Waste Scale Operators, Signs and Marking, Roads and Parks employees
3 will be treated the same as the TDIII's and TSO's in the Solid Waste Division as it pertains to
4 the remedy for missed overtime opportunities. Any operational concerns regarding the
5 application of the overtime wheel will be discussed in Labor Management Committee.

6 **8.27. Virtual meetings.** The following rules shall apply to off-shift employees who
7 attend virtual meetings. Employees must be invited by the County to attend off-shift meetings.
8 They may not designate themselves as attendees.

9 1. Pay for collective bargaining sessions shall be governed by Article 10.11.

10 2. Union representational activities by shop stewards shall be compensated for
11 actual hours worked.

12 3. LMCs and ESJ Committee meetings shall be paid a minimum of four hours, or
13 actual time worked if longer.

14 4. Unless it is a shift extension, meetings where the County specifically requests
15 an employee to attend a virtual meeting on other topics shall be paid a minimum of four hours.
16 General invitations and mass invitations are not "specifically requesting" an employee to attend.

17 5. For other off-shift meetings where attendance is not required by the County the
18 employee shall be paid for actual hours worked.

19 **ARTICLE 9: WORK SCHEDULES AND SHIFT HOURS**

20 **9.1. Hours of Work.** The standard work schedule shall consist of five (5) consecutive
21 standard workdays not to exceed eight (8) hours each day (5-8), exclusive of meal periods and
22 not to exceed forty (40) hours per week, Monday through Friday inclusive. The working hours
23 of each day shall normally be between 6:00 a.m. and 6:00 p.m. For employees receiving paid
24 meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the
25 State provisions regarding meal and rest periods for Employees, and as such, these employees do
26 not receive a designated meal or rest period. Employees receiving a paid meal period will be
27 entitled to meal and rest periods only as described in this agreement, and not those provided by
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1 State law. Employees who are not paid for their lunches shall be afforded a 30 minute
2 uninterrupted meal as provided by law.

3 **9.2. Transfer Station Operators, Scale Operators and Tipper Worker I's Work**
4 **Schedules.**

5 A. The standard work schedule for employees working at the Solid Waste
6 Division shall consist of seven (7) consecutive work days of ten (10) hours each day (7/10),
7 exclusive of lunch periods (except for Transfer Station Operators and Scale Operators), followed
8 by seven (7) days off, scheduled Monday through Sunday, or Tuesday through Monday for
9 employees participating in the Pilot program as defined in Addendum F; except for the forty (40)
10 hour work schedules. The working hours of each day for Transfer Station Operators and Scale
11 Operators shall normally be between the hours of 6:00 a.m. and 8:00 p.m.

12 B. **Five-Eight (5-8) Work Schedule.** The County may establish a work schedule
13 of five (5) consecutive work days of eight (8) hours each work day, not to exceed forty (40)
14 hours per work week, Monday through Friday.

15 **9.3. Solid Waste Truck Driver Work Schedules.**

16 A. The standard work schedule for Truck Driver III's shall consist of seven (7)
17 consecutive work days of ten (10) hours each day (7/10), exclusive of lunch periods, followed by
18 seven (7) days off, scheduled Monday through Sunday, or Tuesday through Monday for
19 employees participating in the Pilot program as defined in Addendum F. The working hours of
20 each day shall normally be between the hours of 4:00 a.m. and 6:00 p.m.

21 B. The 5/8 work schedule shall consist of five (5) consecutive standard workdays
22 not to exceed eight (8) hours each day (5/8), exclusive of meal periods and not to exceed forty
23 (40) hours per week, Monday through Friday inclusive.

24 C. The 4/10 work schedule shall consist of four (4) work days of ten (10) hours
25 each work day, exclusive of meal periods, not to exceed forty (40) hours per work week,
26 Monday through Friday. These shifts may or may not be consecutive days.

27 **D. Vactor Truck Driver III and Fuel Truck Driver III.** The work schedule
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1 for the Solid Waste Truck Driver III responsible for operating the vector truck and the Truck
2 Driver III responsible for fueling all Solid Waste equipment at the Cedar Hills Landfill and other
3 Solid Waste Division sites shall be a schedule as established in this Article.

4 **9.4. Second and Third Shifts.**

5 **A. Second Shift Transfer Station Operator.** The work schedule for employees
6 assigned to the second shift at a transfer station shall consist of five (5) consecutive days of eight
7 (8) hours each day (5-8), scheduled Monday through Friday. The working hours each day will
8 normally be between noon and 8:59 p.m., inclusive of the meal period.

9 **B. Second Shift for Truck Drivers.** The County may establish a second shift
10 for Truck Drivers. The normal work schedule shall start between noon and 8:59 p.m. for full-
11 time Truck Drivers regularly assigned to a second shift.

12 **C. Third Shift for Transfer Station Operators and Truck Drivers.** The
13 County may establish a third shift for Transfer Station Operators and Truck Drivers. The normal
14 work schedule shall start between 9:00 p.m. and 5:59 a.m. for full-time Transfer Station
15 Operators and Truck Drivers regularly assigned to a third shift. 7/10 Truck Driver IIIs starting
16 between 4:00 a.m. and 5:59 a.m. shall be paid the shift premium for only those hours worked
17 before 6:00 a.m.

18 **D.** Career service employees will be paid a second and/or third shift premium for
19 the actual hours worked after 8:00 p.m. for a Transfer Station Operator or 6:00 p.m. for a Truck
20 Driver. A career service employee backfilling for a full-time employee assigned to a second or
21 third shift will receive the shift premium for that shift. Regular employees, exclusive of lead
22 work, will be paid the third shift differential (15%) for actual hours worked prior to 6:00 a.m.
23 when assigned as a shift extension.

24 **E. Second and Third Shifts for Scale Operators.**

25 **1.** The County may establish a second shift consisting of five (5)
26 consecutive days of eight (8) hours each day (5-8), scheduled Monday through Friday. When the
27 majority of the hours worked by an employee assigned to the second shift are worked after 4:00
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p.m. but before 12:00 a.m. (midnight), the entire shift worked will be paid a ten percent (10%) shift premium.

2. The County may establish a third shift consisting of five (5) consecutive days of eight (8) hours each day (5-8), scheduled Monday through Friday. When the majority of the hours worked by an employee assigned to the third shift are worked after 12:00 a.m. (midnight) but before 6:00 a.m., the entire shift worked will be paid a fifteen percent (15%) shift premium.

3. For purposes of paying shift premiums, trainings and meetings will be considered a shift and paid in accordance with contractual minimums if applicable.

9.5. 4-10 Schedule.

The County may establish a work schedule of four (4) work days of ten (10) hours each work day, not to exceed forty (40) hours per work week, Monday through Friday. These shifts may or may not be consecutive days. Barring a contrary majority vote of the Transfer Station Operators, the 4/10 schedules for Transfer Station Operators will be consecutive days, Monday through Thursday or Tuesday through Friday. This section does not apply to Scale Operators or Solid Waste Truck Driver III's.

9.5.1. Roads and Parks 4-10 Schedule. The County may establish a work schedule of four (4) work days of ten (10) hours each work day, Monday through Friday. The Union and the County shall discuss the 4/10 schedule at the LMC annually, no later than March. This schedule, when implemented, shall generally be implemented beginning with the workweek that includes Memorial Day and concludes with the workweek that includes Labor Day. Any deviation from this schedule shall be accompanied with thirty days of notice from the County, or based on mutual agreement between the County and the Union. The County and the Union share an interest in predictable and reliable work schedules known well in advance by the employees, and support the appropriate use of a 4-10 schedule.

9.6. Shift Bidding - Solid Waste Truck Drivers and Tipper Worker I.

A. The annual shift bid will be posted on December 1 through 15 of each year.

Bids will be accepted until 4:30 p.m. on December 15. Employees will be informed of the effective date of their bids no later than the last day of December. All shift changes made as a result of the annual bid will be completed prior to the last day of January.

B. Bids will be awarded based upon bargaining unit seniority with the most senior employee having first choice of shift. Vacancies occurring throughout the year will be filled in a similar manner by the most senior person where qualified from among those bidding for the vacant position.

C. Shift Hold Downs. Temporary vacancies known in advance of one (1) week or more in duration for fulltime 7/10 truck drivers schedules created as a result of vacation, FMLA, military duty, on or off the job injury or illness, or leaves of absence shall be filled by seniority among the on-shift regular part-time employees. Once an RPT is awarded the assignment they will remain in that position until the bid employee returns from leave. In the event of a daily reduction in work, RPT's will be released in inverse seniority order, except that an RPT in a shift hold down will not be released until all other RPT's have been released regardless of seniority. In the event that more than one RPT are in a shift hold down, they will be released in inverse seniority order.

9.7. Transfer Station Operators and Scale Operators.

A. Classification openings shall be offered for bid to those employees who have completed initial training and shall be filled on a seniority basis with assignment offered to the most senior employee in the classification who is qualified to do the work.

B. There will be a voluntary sign-up period for career service employees wishing to change stations posted on December 1 of each year. The sign-up period shall be open for ten (10) calendar days.

C. A list of employees signing up shall be printed and circulated for ten (10) calendar days so that the employees on the list can examine the available openings and determine, based on locations and seniority, if they wish to remain on the bid list or withdraw. Withdrawals shall only be made during the ten (10) calendar days the list is circulated.

1 **D.** At the close of the circulation period, the supervisor shall complete the
2 bidding process, by seniority, with those employees who remain on the list. Employees will be
3 informed of the effective date of their bids no later than the last day of December. All shift
4 changes made as a result of the annual bid will be completed prior to the last day of January.

5 **E.** Nothing herein shall affect the County's ability to assign work.

6 **F. Open Scale Operator Positions.** Open scale operator positions other than
7 those created by reductions in force will be offered to all Scale Operators in order of seniority
8 within fourteen (14) days of opening.

9 **9.8. Roads Work-Site Selection Process.**

10 **A.** Prior to filling a vacant bargaining unit position, employees of the bargaining
11 unit will be provided with the first opportunity to transfer into the vacancy. Probationary
12 employees will not be transferred until they have completed either their three month or six month
13 evaluations (i.e. a three month evaluation period shall not be interrupted by a transfer). TLTs
14 shall not be included. The County determines when a position is vacant and when, and if it will
15 be filled. The most senior employee in the classification will receive the first right of refusal for
16 that position, provided the following conditions are met:

17 1. The employee is qualified to perform the work;
18 2. The transfer does not create an actual or potential legal risk to the
19 County, examples of which include:

20 **a.** There is no legal restraining order requiring separation of the
21 employee requesting the transfer and one or more members of the planning unit into which the
22 employee wishes to transfer;

23 **b.** There is no documentation of sexual harassment or other
24 discrimination allegations between the employee requesting the transfer and one or more
25 members of the planning unit into which the employee wishes to transfer;

26 **c.** There is no reasonable basis to believe that such a transfer will
27 create a hostile work environment or hostile work relationship; and
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1 d. The employee is not on a corrective action plan as a result of a
2 disciplinary process, unless it is mutually agreed otherwise.

3 B. Employees can submit or withdraw written requests at any time but will only
4 be considered for a transfer if it is on file prior to the transfer review meeting. The County will
5 post a notification at all work units of its intent to review transfer requests ten (10) days prior to
6 doing so as a reminder to employees to submit requests if interested. The advance notification
7 will include the current vacant positions(s). Given that each transfer results in a subsequent
8 vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer
9 review meeting. All transfers will be reviewed and approved by the maintenance operations
10 manager or designee. Requests on file will be reviewed and approved by the maintenance
11 operations manager or designee. Requests on file will be purged annually.

12 **9.9. Parks Truck Driver.**

13 A. Parks Truck Driver shifts shall be offered for bid to those employees who
14 have completed initial training and shall be filled on a seniority basis with assignment offered to
15 the most senior Parks Truck Driver qualified to do the work.

16 B. During the first pay period of each year, there will be a voluntary sign-up
17 period during which career service Parks Truck Drivers may indicate their preferred shift(s).
18 The sign-up period shall be open for ten (10) calendar days. Concurrently the division will
19 conduct a bid for all trucks beginning with the most senior driver. Drivers may still be assigned
20 on a daily basis based on operational need to drive any Parks vehicle necessary to complete the
21 assignment.

22 C. At the close of the sign-up period, the supervisor shall complete the bidding
23 process by seniority.

24 D. Nothing herein shall affect the County's ability to assign work.

25 **9.10. Regular Part Time Solid Waste Division.**

26 A. Regular part-time employees are defined as employees occupying positions
27 which may require their services for at least one-half (1/2) of a standard full-time work schedule.
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1 Employees so defined shall receive the same hourly rate as do their full-time counterparts and
2 will be paid for actual hours worked.

3 **B.** Regular part-time employees shall be assigned to work as needed on a 7/10
4 work schedule with an equal number assigned to both seven (7) day shifts. Initial assignment to
5 shifts “A” and “B” shall be on the basis of seniority. Subsequent calls to work shall be made on
6 the basis of seniority within shift. Employees shall be guaranteed a minimum of four (4) hours
7 for each day assigned to work. Regular part-time Scale Operators shall select on-shift
8 assignments on the basis of seniority with the longest remaining shift(s) being covered by the
9 least senior employee(s) prior to assigning any remaining shift(s) to the overtime wheel. The
10 County reserves the right to assign work as needed for Scale Operators, in inverse order of
11 seniority, without restriction as to location of assignment, day of assignment, shift (day, second,
12 third) or work performed. Travel time between work locations will be compensated and will be
13 included when calculating the four (4) hour guarantee. Employees are also eligible for mileage
14 reimbursement under the Coalition Labor Agreement, Article 24 when using their own car when
15 traveling between work locations.

16 **C.** Regular part-time employees shall not normally work more than seventy (70)
17 hours during any consecutive two (2) week period. Off shift regular part-time employees having
18 sixty (60) hours (sixty-six (66) hours for Scale Operators) or less time during the regular
19 scheduled seven (7) days on, will be offered the first opportunity to fill out their seventy (70)
20 hours during a consecutive two (2) weeks period on a rotating basis with the most senior being
21 called first. If make-up work is offered, but declined by the employee, this shall be treated as
22 hours worked for scheduling purposes. For Scale operators, work that exceeds forty (40) hours
23 in any FLSA workweek shall not be allowed except as described in Section 8.12.B. or unless
24 there are no volunteers to cover the work. Any work beyond the seventy (70) hours specified
25 herein shall be offered to career service employees as specified in Article 8.20.

26 **D. Rural Site Positions.** A regular part-time scale operator (RPT) shall be
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assigned to either the A shift or the B shift for each of the following locations: Cedar Falls, Vashon, and Enumclaw. The regular part-time “positions” shall be an annual bid (posted the second week of January); however, if any of the bids are not filled on a voluntary basis the least senior RPT(s) in the work unit will be assigned to the site(s). In the event of a vacancy, the least senior scale operator that was forced into the rural site will have an opportunity to move into the vacated position.

1. The regular part-time scale operator assigned to each of the rural sites listed above shall be assigned to those hours/days at the site for which the County determines that scale operator staffing is necessary. Such assignment will apply regardless of other available regular part-time work on the days the regular part-time scale operator is assigned to work at a rural site.

2. On the days that the rural site is closed, the assigned regular part-time scale operator will be available and assigned in the same manner as other regular scale operators in accordance with Article 9.10.B.

3. Make-up hours for regular part-time scale operators assigned to rural sites shall be in accordance with Article 9.10.C.

4. Regular part-time scale operators assigned to rural sites expend leave benefits based upon the hours of work at the rural site on the given day of the shift except, an employee may supplement more hours, in accordance with the scheduling rules.

5. Regardless of seniority, regular part-time scale operators shall remain in their rural positions until the annual bid, unless a career service position becomes available. In the event a rural site becomes vacant an interim bid shall be posted unless the vacancy occurs after September 30.

9.11. Altering of Work Schedules - Roads, Fleet and Parks.

A. Planned Work Schedule and/or Shift Change. Supervisors may temporarily change an employee’s work schedule and/or shift for planned projects. Such change will normally require at least two (2) weeks of notice to the employee.

1 **B. Unanticipated/Workweek Schedule and/or Shift Change.** Normally at
2 least eight (8) hours advance notice shall be given the employee prior to temporarily changing
3 the employee's workweek schedule and/or shift to perform unanticipated projects, and/or
4 operations. In the event of snow removal, flood control, sanding, or other operations due to acts
5 of nature which may or may not be anticipated, an employee may be placed on "Alert Status"
6 and the eight (8) hours of advance notice will not be required.

7 **9.12. Alert Status – Roads.** Road Services Employees will, in addition to their regular
8 shift and schedule, be assigned an alert status shift and schedule (Alert). The alert status and
9 schedule shall be bid by November of each year annually.

10 **9.12.1. Shift Duration.** Alert may be of varying duration; however, Alert will be
11 at least eight (8) hours if the employee is regularly on a 5/8 work schedule or ten (10) hours if the
12 employee is regularly on a 4/10 work schedule when the alert status shift is in lieu of the
13 employee's normally scheduled shift, and eight (8) hours when the Alert shift is on a regular
14 scheduled day off or holiday.

15 **9.12.2. Alert Notification.** Given the unpredictable nature of operational needs,
16 Alert may be called at any time and limited to the number of employees necessary to fulfill
17 operational needs. Implementation of Alert Status will be considered to have taken place when
18 the work hours of the employee's normal shift have been altered without the required advance
19 notification. The alteration of shifts due to a weather related event also includes offering pre shift
20 or post shift overtime or any other type of shift extension.

21 **9.12.3. Transition to Alert.** Transition to Alert may occur during an employee's
22 regularly scheduled work day. In such cases, employees may be sent home before the end of the
23 regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on
24 their regular shift until the start of the Alert shift. The decision to send an employee home or
25 require them to remain at work will be determined by the County based on operational and safety
26 considerations, taking into consideration the desire of the employee. No employee shall be
27 required to work past 12 hours during the transition if that employee indicates to management it
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would be unsafe for them to do so. If the employee requests and is approved to be relieved from their regular shift, they may use accrued vacation leave, compensatory time, or leave without pay for that portion of the regular shift the employee did not work. If the employee is relieved by management from their regular shift, the employee will be compensated for the remainder of the shift.

9.12.4. Compensation.

A. When an employee transitions to the Alert shift during their normally scheduled shift, the employee will receive overtime for all time on the Alert shift.

B. If an employee on Alert is approved to leave work at their own request or at the beginning of a leave as provided under 10.12.4, they will be paid only for the hours worked.

C. Leave Accruals. An employee on Alert shift during a normally scheduled workday will receive sick and vacation leave accruals for the first eight (8) hours worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10 work schedule.

D. Pay when working an alert status shift on regularly scheduled days off. When an employee works an Alert shift on a regularly scheduled day off (e.g., holiday, Saturday, Sunday), the employee will be paid in accordance with Section 8.18 with a minimum of eight (8) hours of paid time.

E. Shift premium. Alert shifts will not be subject to shift premium pay as provided under Section 8.15; except, if the employee is regularly assigned to the second or third shift.

F. Compensation and Breaks While on an Alert Status Shift. An employee who is assigned to work an Alert shift will be compensated for all hours assigned to the shift inclusive of all breaks. Meal and rest periods will be taken in accordance with the provisions of this Agreement. The County and Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks contemplated in State

1 regulations and that the employees' meal and rest periods may be missed due to work
2 requirements. If a meal or rest period is missed, no additional pay will be provided.

3 **9.12.5. Snowplow Operations.**

4 **1.** The following provisions are intended to allow King County to ensure
5 that all of King County's snowplows, sanders, and anti-ice equipment are all in service during
6 County-wide snow and ice emergencies. Throughout this article, "snowplows" shall serve as
7 shorthand for these three types of equipment.

8 **2. Training on snowplows.** All Truck Drivers in SWD, Parks, and
9 Fleet, as well as Sign & Marking Specialists (with CDLs), will be trained to operate snowplows,
10 in addition to the Roads Services Truck Drivers who are already routinely trained in snowplow
11 operation.

12 **3. Deployment to operate snowplows.** Volunteers from Parks, SWD,
13 Signs and Markings and Fleet will be sought in order of bargaining unit seniority first; if there
14 are an insufficient number of volunteers, employees shall be chosen by inverse bargaining unit
15 seniority.

16 **A.** If there is an insufficient number of Roads Services Truck
17 Drivers to operate all the County's trucks with plows, then non-probationary Truck Drivers in
18 Parks, SWD, Sign & Marking Specialists, and Fleet who have been trained to operate
19 snowplows, will be activated as snowplow drivers. No employee outside of the Roads Driver
20 classification shall be required to work the night shift on snow and ice.

21 **B.** No employees in other Divisions will be used to take current
22 day shift positions and bump current Drivers in the Roads Division to the night shift. The intent
23 of this language is to ensure the current Drivers in Roads follow their current practice of bidding
24 onto the 12 hour on/ 12 hour off shift before outside employees are assigned to a snow and ice
25 event. Any staffing shortages in the night shift shall be brought to the immediate attention of the
26 LMC for resolution.

27 **C.** The determination of whether on-shift or off-shift drivers are
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1 deployed first will be made by SWD based on the transportation operational needs of SWD. If
2 on-shift Drivers are activated, volunteers shall be used first; if there is an insufficient number of
3 volunteers, then snowplow-trained on-shift Drivers will be deployed to snowplow work in
4 inverse seniority.

5 **D.** SWD off-shift employees who are used to operate snowplows
6 will not lose their place on the regular overtime wheel.

7 **E.** Any employee forced to work snow and ice at any location
8 and has to travel further than 10 miles from their work domicile shall be compensated 2 hours
9 travel time. This provision does not apply to on-duty employees who are being dispatched from
10 their work domicile to any Roads location.

11 **4.** This provision shall be activated
12 by the Roads Services Director or designee.

13 **5.** Signs and Marking Specialists who are assigned to work on
14 snowplows will be put in Working Out Of Class assignments as TDIII's while operating
15 snowplows.

16 **6.** Employees will report directly to an assigned Roads Services reporting
17 facility to operate a snowplow.

18 **7.** All employees will receive time-and-a-half pay for all time operating.
19 For employees who have already reported to work at their work domicile, this premium pay will
20 begin once an employee is assigned to report to a Roads location.

21 **8.** Provided that all FLSA requirements are followed, hours already paid at
22 the time-and-a-half snowplow contractual rate are not used for the purpose of determining
23 weekly overtime.

24 **9.13.** The County will not institute any additional work schedules or shifts outside of the
25 work schedules and shifts defined under this Article without first negotiating and securing
26 mutual agreement to the matter with Local 174.

27 **9.14.** The County, in order to comply with the law, may change an employee's
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workweek. The employee who is granted a day off on the normal workweek of the shift shall not be granted an off-shift workday as part of the accommodation unless no regular part-time employees are available to fill available work. The employee may use approved vacation or unpaid leave for the day off granted for this purpose, or may exercise seniority rights by bidding to a work shift that provides for an improved accommodation. Such transfers shall be subject to the Union seniority provisions or must be negotiated by the Union and the County.

9.15. Except as specifically provided under the written provisions of this Agreement, nothing within this Agreement shall limit the County's rights to assign work, work locations and vehicles.

9.16. If an employee is scheduled to work but no work exists, the County must notify the employee at least two (2) hours prior to the beginning of the employee's shift or a four (4) hour minimum pay will be paid.

9.17. No employee shall be required to work a shift that begins less than nine (9) hours after the end of a previously worked shift. For regular part-time employees who decline to work such a shift, the hours would not be treated as hours offered. No employee shall be required to work a shift that begins less than ten (10) hours after the end of a previously worked shift when working on Vashon.

9.18. The County will staff at least one (1) Scale Operator at transfer stations when scales are open for business; except at Enumclaw and Vashon when closed to the public.

9.19. New employees in a training period will be scheduled as needed to complete a training program but will not be scheduled for overtime or to replace an employee in a regularly scheduled shift.

9.20. Solid Waste. Hauling of equipment in Solid Waste will be paid at a 2.5% premium for all hours in the day.

ARTICLE 10: MISCELLANEOUS

10.1. Truck Selection - Solid Waste Division.

A. Effective December 16 and through the last day of December each year and

following a full shift bid, or when new trucks are purchased (excluding specialty trucks), the division will conduct a bid for all trucks beginning with the most senior driver.

B. The maximum number of trucks associated with the 7/10 shift shall be one-half (1/2) of the combined A-shift and B-shift, fulltime and RPT total.

C. Drivers filling vacancies that occur throughout the year shall be assigned the truck that is associated with that position.

D. For daily operations, on-shift seniority shall prevail unless an employee chooses to do a job on the special hauls list. Then that employee's truck shall be placed in the truck pool for the day. This vehicle selection process may be completed prior to the start time of the affected work shift. After the start time, trucks may be selected on a first-come, first-choice basis.

10.2. Truck Selection – Roads Division. Replacement equipment shall be assigned to the same employee whose equipment is being replaced. Prior to filling a vacancy with a transfer or new career service employee, the employees in that work group (as defined in Article 8.19.1) may select an open truck on the basis of seniority.

10.3. Transfer Station Operators operate the following equipment in the exercise of their job responsibilities:

Compaction Equipment

Packer

Backhoe

Tractor (Goat) to pull trailers

and such other equipment as may be required.

10.4. Safety Meetings. Safety meetings for employees covered under this Agreement shall be conducted according to OSHA and WISHA rules and guidelines. Attendance at meetings will be paid for at a minimum of two (2) hours at the overtime rate for all employees not scheduled for work and who are required to attend the meeting, except for Scale Operators who shall receive a minimum of four (4) hours at the appropriate rate (overtime or straight time)

for meetings that occur outside of their regular work hours.

10.4.A. SWD Safety Meetings. SWD will conduct required safety meetings monthly. Monthly safety meetings within the Solid Waste Division Transfer Union shall be site-specific and include all TSOs and Scale Operators who are working at the site that day. Safety meetings are for the purpose of discussing station issues and events that implicate station/employee safety and shall not be used for the purpose of conducting required training. Required training will be conducted during employee shifts as scheduled by management. Employees required to attend either before or after their scheduled shift will be paid a shift extension in accordance with the overtime provisions in this agreement.

10.5. No employee will be required or assigned to engage in any work activity involving unsafe conditions of work which are in violation of an applicable statute relating to safety of persons or equipment.

10.6. Rain gear and boots shall be provided at division expense for any employee whose duties are primarily done outside during inclement weather.

10.7. In relation to overloaded or defective equipment, littering, or any condition that cannot be attributed to the driver, the County shall accept full responsibility of payment of all fines and citations issued to a driver and shall forthwith provide bail, pay all fines and assessments, and compensate employees, at the straight-time rate, for all work missed and shall also pay all necessary lodging, meals, transportation, and attorney defense fees in connection therewith, provided the employee was performing pursuant to County instructions. If as a result of following the County's instructions, in relation to overloaded equipment, employees suffer suspension or revocation of license, the County must also offer to provide continued employment for the period involved at not less than regular earnings.

10.8. Labor Management. The Union and the County agree to establish and participate in a joint labor-management committee process to deal jointly with areas of mutual interest. The parties may also agree to establish other kinds of joint committees. The parties are responsible for selecting their participants to the joint committee(s). Under no circumstances shall collective

1 bargaining occur in any committee meeting. Any issues leading to collective bargaining will be
2 conducted in an appropriate manner. No matters that are discussed in LMCs shall be
3 implemented unless all legally required bargaining obligations between the Union and the
4 Employer have been discharged.

5 **10.8.1.** Labor Management Committees will be established within each division
6 and will include two (2) Transfer Station Operators, two (2) Truck Drivers, one (1) Tipper
7 worker and two (2) Scale Operators within the Solid Waste Division. The LMC within Roads
8 Division will include three (3) Truck Drivers from Roads and one (1) Signs and Markings
9 Specialist. The Parks Division LMC will include one (1) Truck Driver from the Parks
10 Department. A reasonable amount of time prior to any scheduled Labor Management Meeting,
11 the parties shall compile an agenda of issues to be discussed. Based on the agenda the parties
12 shall mutually agree as to which work units need to be represented. Meetings will be scheduled
13 as needed, but at least annually, with each party having responsibility for logistics of every other
14 meeting. Members who attend the Labor Management Meeting shall be compensated.

15 **10.8.2.** Topic areas for a Labor Management Committee may include, but are not
16 limited to: Safety, Pilot Programs, Transfer Station Operator shift bid process, employee cost
17 savings suggestions, including those related to work which is currently contracted out by a
18 division; transfer facility days and hours of operation; and Solid Waste Truck Driver III start
19 times and station assignments.

20 **10.8.3.** Once a topic has been discussed and a resolution or further action has
21 been agreed upon, the parties will take the following steps:

22 **1.** Action items will be assigned to a specific person, and that person will
23 report back to the group at the next meeting.

24 **2.** There will be an agreed upon method of distribution of information
25 depending on the classification and the action item discussed.

26 **3.** Management shall not unilaterally schedule meetings with employees
27 outside of the LMC without mutual agreement.

1 4. Pilot programs that materially change the terms and conditions of work
2 in the unit will be discussed in LMC and, if requested by the Union, the County will bargain the
3 parameters of the Pilot to the extent required by RCW 41.56.

4 **10.8.4.** The County will provide ninety (90) days notice, if possible, but no less
5 than thirty (30) days notice when it intends to change the hours and/or days of its operations.

6 **10.8.5.** The County will process information requests made by the Union as
7 required by law.

8 **10.8.6. County and Union Partnership.** When invited by the County, the
9 Union's Secretary-Treasurer/designee will meet with the County to address any operational
10 matter.

11 **10.9. Drug and Alcohol Testing Policy.**

12 A. The parties to this Agreement have reviewed and adopted the "Policy for King
13 County Prohibited Drug Use and Alcohol Misuse Education and Testing Program" with the
14 following modifications:

15 B. The Union will be provided with a copy of the form(s) prepared indicating the
16 grounds for requiring an employee to submit to a reasonable suspicion test within twenty-four
17 (24) hours of testing or as soon as possible thereafter.

18 C. When available, a second supervisor will observe a reasonable suspicion test
19 and complete related forms in accordance with the policy.

20 **10.10.** The Union may have one (1) member from each of the eight (8) work units listed
21 under Article 12.10, except Fleet, to attend contract negotiations with the County. The employee
22 will suffer no loss of regular, straight-time pay when contract negotiations are held at the same
23 time as the employee's regular scheduled hours of work.

24 **10.11.** As a condition of employment, positions requiring a driver's license must have
25 valid Washington State driver's license and necessary endorsements for the position. The
26 County has the right to check licenses when it deems necessary.

27 **10.12. Loan in-Loan out - Roads Division.**

1 A. Employees loaned-out from one work group to another will be based on
2 seniority except when there is a legitimate business reason for doing otherwise. Legitimate
3 business reasons include, but are not limited to, the need to match particular skills or experience
4 with the work or lack of work for the employee(s) in their regularly assigned work group.

5 B. If there is no legitimate business reason for selecting certain employees to be
6 loaned out, the supervisor will first determine if there are volunteers. If there are more
7 volunteers than needed, the loan out will be offered first to the employee with the most
8 bargaining unit seniority.

9 C. If there are no volunteers, employees will be selected in the following order:

10 1. Temporary employees

11 2. Term-limited temporary employees

12 3. Career service employees, in reverse seniority order

13 D. Employees loaned out to another work group are eligible for scheduled
14 weekend overtime in that work group as long as their regularly scheduled work hours in that
15 work group total 20 hours or more during that week. An employee, who is not scheduled for
16 weekend overtime work in the loan-out workgroup, remains eligible for scheduled weekend
17 overtime in their regularly assigned workgroup. If there is scheduled overtime in both the loan-
18 out group and regularly assigned workgroup, the loan-out group takes precedent.

19 E. Employees loaned-out to another work group are eligible for call-outs in that
20 work group. While loaned out to another work group, the employee is no longer considered a
21 member of the work group to which they are regularly assigned for the purposes of call outs,
22 except during an “alert” schedule (Article 9.12), when the employee will be recalled to their
23 regularly assigned work group.

24 F. Definition: Loan-out is defined as an employee being temporarily reassigned
25 with advanced notice for one (1) day or more to another work group during which time they may
26 be required to report to that work site at the beginning of the day and is under the direction of
27 that planning group’s supervisor. (When an employee is temporarily reassigned for one day or
28

less, the employee reports to and leaves from, their regularly assigned work group.)

G. When an employee is temporarily reassigned for one (1) day or less, the employee reports to and leaves from their regularly assigned work group. Nothing herein limits the County's ability to assign vehicles or employees to other work groups for a day or less or to a different crew or pit-site within a workweek. Assignments of one (1) day or less will be based on legitimate business needs.

10.13. Temporary employees shall not be used to supplant career service positions.

10.14. Safety Gear.

Employees who wear specific prescription safety glasses, custom fit ear plugs and/or medically recommended but not medically covered Durable Medical Equipment (DME) not already provided for by the County but related to the performance of work functions, will be provided up to a total of two hundred dollars (\$200.00) per calendar year, per employee, in the method preferred by each Division (i.e. reimbursement, voucher, stipend, or PCard).

A. Scale Operators will be provided up to two hundred dollars (\$200.00) per calendar year toward the purchase of sturdy, closed toed shoes. If a Scale Operator should be required to wear safety footwear that meets ASTM standards in the future, CLA Article 42 shall apply, and this section shall not apply. Employees who are reimbursed will be responsible to purchase the required footwear or additional approved safety gear, and submit an Expense Claim Form and receipt.

10.15. Cameras, AVL and Card Readers.

A. The County agrees not to solely rely on camera footage, AVL data, or card reader data as the basis for discipline for a first offense, except in cases where the violation is covered under 11.4 (excluding harassment and/or discrimination, and insubordination referencing #2 and #7 in Article 11.4)

B. The County expressly agrees that any real time viewing of camera footage, AVL data, or card reader data is for operational reasons and will not be used for surveillance of employees for the purpose of disciplinary action.

1 C. The County will not access camera footage, AVL data, or card reader data for
2 the purpose of disciplinary action unless it has a documented good-faith reason to do so, based
3 upon a reasonable suspicion an employee has committed an offense that could result in
4 discipline. The County agrees not to request or view camera footage, AVL data, or card reader
5 data without any other evidence, involving an employee who may have committed a violation of
6 some rule or policy which could result in disciplinary action (no fishing expeditions). The
7 County is prohibited from requesting camera footage based on a complaint by a co-worker unless
8 the incident rises to the level of an offense covered by Article 11.4. The Employee and Labor
9 Relations Representative for the Division must approve any such request.

10 D. If the County is aware of and is intending to use camera footage, AVL data, or
11 card reader data, as defined in (A) and (C) in an investigation, the employee and the Union shall
12 have the right to view the camera footage, AVL data, or card reader data before an investigatory
13 interview. If the County refuses to show the employee and the Union the camera footage, AVL
14 data, or card reader data, upon request before conducting an investigatory interview, the camera
15 footage, AVL data, or card reader data, shall not be used as evidence in any manner related to
16 discipline. Furthermore, upon request before conducting an investigatory interview, if the
17 County refuses to show the camera footage, AVL data, or card reader data, such data also shall
18 not be used as evidence under just cause and may not be introduced as evidence during any step
19 of the grievance procedure, including arbitration.

20 E. The County agrees to comply with requests from the Union for camera
21 footage, AVL data, or card reader data, where discipline or the potential to issue discipline
22 exists.

23 F. The use of secondary view as the basis or evidence for any discipline shall be
24 expressly prohibited except as defined in subsection A of this section.

25 G. The timelines addressed in 11.6 shall apply to the use of camera recordings as
26 well.

1 **10.16. Tailgate sanders.** The parties agree that tailgate sanding work may be assigned
2 to any members of the Teamsters Local 174 bargaining unit as well as Roads Maintenance
3 Workers (who are represented by Teamsters Local 117-Joint Units Agreement). The intended
4 use of these tailgate sanders is for salting/sanding intersections, Baring Bridge, and bottom of
5 hills. Nothing in this section is intended to change the historical practice of sanding and salting in
6 Skykomish in Division 6.

7 **10.17. TSO-In-Training Program.** The Solid Waste Division will be developing a
8 TSO-In-Training program. Employees who are selected for the training program will be placed
9 in Special Duty assignments. Prior to the launch of the program, SWD commits to partnering
10 with the Union to develop the parameters of the program and will negotiate and reach mutual
11 agreement on all aspects that are required by law and not otherwise covered by this Appendix.

12 SWD previously created a CDL training program that the parties agree worked
13 successfully. The parties intend to use this as a framework for the TSO-In-Training program,
14 with the key exception that the CDL program does not use Special Duty assignments.

15 **10.18. Working Down in Roads.** If there is a shortage of Roads Maintenance Workers
16 to perform the requirements of the job, leads (crew chiefs) may ask for volunteer Truck Drivers
17 to work down for the day. If there are no volunteers and all other available Roads Maintenance
18 Workers have been loaned-in, drivers may be forced to work down for no more than three (3)
19 days in a month. Working down shall be done in seniority order (offer from the top down, force
20 from the bottom up) amongst the work group.

21 **10.19. Loan in-Loan out between Agencies.** During the term of this Agreement, the
22 parties shall meet and bargain impacts over loan in-loan out arrangements wherein Truck Drivers
23 may be utilized from certain divisions to perform work in other divisions. The County will not
24 implement any arrangement for loan in-loan out between Agencies, not already contained in this
25 agreement, without a mutually agreed to MOA.

1 **ARTICLE 11: DISCIPLINE AND DISCHARGE**

2 **11.1.** No career service employee shall be disciplined except for just cause. Employees
3 will not be disciplined for off-duty conduct unless such conduct is job related.

4 **11.2.** As a condition precedent to any suspension or discharge, the County must have
5 given the employee a written reprimand wherein facts forming the grounds of the County's
6 dissatisfaction are clearly set forth. The facts therein set forth must be of the same general type
7 as those upon which the suspension or discharge is founded.

8 **A.** Written reprimands, suspensions or discharges must be given by registered,
9 certified mail or personally with a written acknowledgment of receipt.

10 **B.** Copies of all written reprimands, suspensions or discharges shall concurrently
11 be forwarded to the Union.

12 **C. Accident Matrix, and Accident Review Board Reopener.** The parties
13 mutually recognize the importance of fair, balanced and transparent accountability for workplace
14 misconduct when that conduct results in discipline. Further, the parties recognize the importance
15 of making decisions on the best evidence available. With those interests in mind, and within the
16 term of the current agreement, the parties commit to meeting and bargaining to establish a clear
17 discipline matrix specifically covering instances of motor vehicle and/or equipment accidents,
18 property damage and safety violations. Such bargaining will include the parties' mutual desire to
19 establish an Accident Review Board. This provision shall only go into effect upon mutual
20 agreement of both parties with respect to the terms negotiated.

21 **11.3.** Written reprimands shall not be subject to the grievance procedure unless and until
22 such time as these written reprimand(s) are relied upon to support a subsequent and timely
23 suspension or discharge, in which case such written reprimands shall be adjudicated in conjunction
24 with and in accordance with the timelines of the subsequent grievance for the suspension or
25 discharge.

26 Letters of reprimand shall be expunged from the employee's personal history file after a
27 period of twelve (12) months.

1 **11.4.** Written reprimands are not necessary if the grounds are:

2 1. Dishonesty – Defined as false or misleading statements made by an employee
3 during the course of an investigation and/or falsifying an official document and/or intentional
4 omission of material fact(s).

5 2. Harassment and/or discrimination based on a protected status referenced in
6 CLA Article 38.

7 3. Recklessness – Defined in Black’s Law Dictionary.

8 4. Unauthorized use of County property, including unauthorized passengers while
9 operating County vehicles.

10 5. Possession, sale or use of controlled substances intoxication or drinking while
11 on duty.

12 6. Use of force, fighting or striking another person.

13 7. Insubordination, including but not limited to, refusal to follow reasonable
14 orders from management. Use of profanity, in and of itself shall not be considered
15 insubordination. The employees must be advised by the supervisor that their behavior is
16 considered to be insubordinate and given an opportunity to cease and desist prior to any
17 suspension or discharge. If the supervisor is not known to the employee, the supervisor must
18 identify themselves to the employee prior to any claim of insubordination.

19 8. Theft – Defined as stealing time, materials, money or equivalent.

20 **11.5.** Discharges or suspensions must not be founded on evidence secured directly or
21 indirectly through entrapment. Further, except for surveillance by on duty officers of the law,
22 discharges or suspensions, for reckless driving must not be founded upon evidence secured
23 directly or indirectly through surveillance. Observations by supervisors made in the field during
24 the performance of their duties are not considered surveillance.

25 **11.6.** In no event shall a written reprimand be served, or notice of intent to suspend or
26 discharge be issued, more than ninety (90) calendar days following the date that the County
27 knew or reasonably should have known of the incident; or it shall be considered null and void
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except, for the infractions related to criminal investigations, or when witnesses or the accused are unavailable due to leave for FMLA qualifying reasons. For the infractions that are exempted by the ninety (90) calendar day limitation, the county shall act on the infraction within a reasonable time period, and maintain contact with the Union regarding any significant delays.

A. Following the County's notice of intent to suspend or discharge, a Loudermill hearing shall be held within ten (10) working days of the notice, unless otherwise mutually agreed to by the parties. The final discipline decision shall normally be rendered within ten (10) working days of the hearing, unless otherwise mutually agreed to by the parties. If the final discipline decision is grieved by the Union under the CBA, the Step 2 hearing will be in front of an agency official other than the Loudermill hearing officer.

11.7. Employees who are subject to an investigation interview, and their union steward/representative if requested, will be provided notice of the subject of the interview, as well as reasonable time to caucus before the investigatory interview occurs.

ARTICLE 12: SENIORITY

12.1. Seniority Defined.

A. County Seniority is defined as total length of career service with the County.

B. Departmental Seniority is defined as total length of career service within the department.

C. Work Unit Seniority is defined as total length of career service within the work unit. If an employee is hired into the same work unit from a STT, TLT or Special Duty Assignment without a break in service to that work unit, their work unit seniority will include their time in the temporary status.

D. Local 174 Seniority is defined as total length of service in a 174 job classification covered by this Addendum.

12.2. In the event of reduction-in-force, work unit seniority shall have greater weight than departmental seniority.

12.3. Where two or more employees have the same seniority within the bargaining unit,

then departmental and, if required, County seniority shall apply.

12.4.

A. A career service employee shall be entitled to work unit seniority when such employee shall have completed a probationary period of six (6) consecutive months in a work unit covered by this Agreement. Probationary periods may be extended by mutual written agreement between the County and the Union. Probationary employees are at-will. The provisions of Articles 26 and 27 (Grievance Procedure and Discipline and Sunset Clause) of the CLA will not apply to employees if they are discharged during their initial probationary period, or are demoted during the promotional probationary period for performance related issues. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with Articles 26 of the CLA.

B. Seniority shall date back to the beginning of the six (6) month probationary period, upon completion of same.

C. Employees laid off during their six (6) month probationary period may be recalled to work unit work within ninety (90) calendar days of their layoff, they shall be credited with all days previously worked for purposes of computing work unit seniority as set forth in Article 12.1.C.

12.5. Seniority rights shall be forfeited for either of the following causes:

A. Discharge for any justifiable cause.

B. Resignation.

12.6. Employees shall not suffer a loss of work unit seniority rights and shall accumulate it during the employee's absence caused by industrial illness or injury, or maternity or paternity after sick leave and vacation benefits are exhausted.

12.7. When the County is hiring for a classification covered by this addendum, successful eligible, or certified, candidates who are current County employees shall be hired before and placed on the seniority list in that classification ahead of any non-County successful eligible, or certified, candidates. This rule shall apply separately to each batch in an

open/continuous recruitment. In the case of multiple County employees being hired for the same classification during the same recruitment or batch, hiring and seniority list placement shall be made in the following order: Local 174 Seniority followed by Division Seniority followed by Department Seniority followed by County Seniority. Management retains the hiring decision authority.

12.8. When an employee is or has been promoted or transferred from the work unit to another job outside of the bargaining unit, such employee may be returned to the work unit by the County and they shall resume their seniority which they had as of the date of promotion or transfer. However, employees outside of the work unit in excess of one year (365 days) shall not have work unit division seniority restored upon their return to the work unit. An employee shall not be allowed to return to the work unit and leave for the purpose of preserving their seniority. A return to the work unit shall be for no less than six months in order to reset seniority retention.

Any employee who is transferred or promoted out of the work unit or bargaining unit shall have the right up to 183 days to return to their former position, in the work unit, covered under 12.10 of the CBA and will do so without a loss of work unit seniority. Any employee who has been promoted or transferred from the work unit to another job as to be excluded from this coverage by this agreement shall be able to return to the work unit without their seniority if they return after 365 days.

Special duty assignments may be ended at any time by either the employee or the County, in which case, employees will be placed back in their base job in their base work unit. Employees on special duty assignments shall forfeit their seniority if their special duty assignment exceeds 365 days and will go to the bottom of their previous work unit seniority list.

12.9. Employees laid off shall be recalled in the inverse order of layoff; namely, those laid off last will be recalled first. A laid off employee will be removed from the recall list if the employee fails to accept or report to work after being recalled, if the employee fails to respond to the County's notification of recall or if the employee requests to be removed from the recall list

12.10. Work Units – Defined.

- A. Transfer Station Operators: Solid Waste
- B. Truck Driver III: Solid Waste
- C. Truck Driver I, II, and III: Roads Services
- D. Sign and Marking Specialists: Roads Services
- E. Truck Driver II and III: Parks
- F. Truck Driver I and III: Fleet
- G. Scale Operator: Solid Waste
- H. Tipper Worker I: Solid Waste

12.11. Seniority List. The County will supply the Union business agent with a seniority list by September 1st of each year. If necessary, the list will be updated quarterly. The list will have the employee's name, classification, work unit seniority, and County seniority.

12.12. Scale Operator Lateral Bumping. Lateral bumping may occur in the following situations:

- If a Scale Operator position is eliminated.
- If there is a change in shift start time or ending time of greater than one (1) hour.
- If there is a change in shift start time or ending time of one (1) hour or less and within six (6) months another change is made that alters the original shift start time or ending time by more than one (1) hour.
- If there is a change in which days of the week the station is open.

In the above situations, the employee who held the affected position has the option to bump any less senior employee in the class; any employee who is bumped by a more senior employee can bump any less senior employee in the class. Bumping shall occur pursuant to the following procedures, but may be modified on a case by case basis with the agreement of both the Union and the County:

Step 1. Affected employees submit a list of shift/location preferences in order of priority.

1 **Step 2.** All affected employees in the classification and the union will be notified
2 in writing of the position elimination at least thirty (30) days prior to the event occurring.

3 **Step 3.** This process will include the employee (or employees) whose position(s)
4 has/have been eliminated, plus all career service fulltime and regular part-time bargaining unit
5 employees with less seniority than the most senior employee whose position has been eliminated.

6 **Step 4.** All affected career service fulltime and regular part-time employees bid
7 for position preferences in order of priority. The supervisor shall provide a formal position list to
8 each affected employee with the notice provided per Step 1 above, which will include all work
9 locations and shifts available for bid.

10 **Step 5.** All affected employees will be required to submit position preferences in
11 order of priority to their immediate supervisor. All affected employees will be given fourteen
12 (14) calendar days to submit their preferences to the immediate supervisor after receipt of the
13 formal position list.

14 **Step 6.** Within seven (7) calendar days, the Division shall provide to the Union
15 and the employees the results of the lateral bumping process, prior to the implementation of the
16 new assignments. The results should include the schedule for implementation and a list of all
17 employees' work shifts and locations.

18 **Step 7.** New position bids will be requested for each occurrence that could result
19 in a lateral bumping process within the classification.

20 **ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION**

21 **13.1.** The County and the Union agree that the public interest requires efficient and
22 uninterrupted performance of all County services and to this end pledge their best efforts to
23 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause
24 or condone any work stoppage, including any strike, slowdown, or refusal to perform any
25 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
26 County functions by employees under this Agreement and should the same occur, the Union
27 agrees to take appropriate steps to end such interference. Any concerted action by any
28

employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave shall be considered as an automatic resignation. The department head may rescind such a resignation if the employee presents satisfactory reasons for their absence within three (3) calendar days of the date their automatic resignation became effective.

13.2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

13.3. Any employee who commits any act prohibited in this Section will be subject in accordance with the County's work rules to the following action or penalties:

1. Discharge

2. Suspension or other disciplinary action as may be applicable to such employee.

13.4. No member of the bargaining unit will be disciplined solely for refusing to cross a picket line of a lawful strike that has been sanctioned by Joint Council of Teamsters 28. The Union agrees that nothing under the agreement would limit the County in carrying out its operations and functions in the event that employees exercise this provision and that doing, the Union will not file a grievance or unfair labor practice or take any type of action against the County.

ARTICLE 14: PENSION

14.1. The County agrees to continue contributing the following amounts for every hour for which compensation is paid to the Western Conference of Teamsters Pension Trust on behalf of employees within the job classifications represented by Teamsters Local Union 174:

<u>Work Unit</u>	<u>Amount Contributed</u>
Fleet	\$1.00
Parks	\$2.00

1	Roads	\$2.00
2	Signs and Markings	\$1.00
3	Solid Waste TSO	\$1.00
4	Solid Waste TDIII	\$1.00
5	Solid Waste Scale Operators	\$1.00
6	Solid Waste Tipper Worker	\$1.00

7 Employees have elected to reduce their wage rates in Addendum A by the amounts listed above
8 for every compensable hour.

9 **14.2.** The total amount due for each calendar month shall be remitted in a lump sum not
10 later than twenty (20) days after the last business day of the month.

11 **14.3.** The County agrees to abide by the rules established by the trustees of said Trust to
12 facilitate the accurate determination of hours for which contributions are due, prompt and orderly
13 collections and accurate reporting and recording of amounts paid. Upon Union request, a copy
14 of Pension transmittals shall be posted on the bulletin boards.

15 **14.4. Re-opener.** The parties agree that if a majority of a work unit, as defined in
16 Article 14.10, votes to reduce their cost-of-living adjustment and increase their pension
17 contribution by the same amount in any year, the County and the Union will make the necessary
18 changes.

19 **14.5.** The County and Union agree that leave payout checks will not be reduced by the
20 pension amounts above and the full wage rate should go to the employee.

21 **ARTICLE 15: WAIVER CLAUSE**

22 The parties acknowledge that each has had the unlimited right within the law and the
23 opportunity to make demands and proposals with respect to any matter deemed a proper subject
24 for collective bargaining. The results of the exercise of that right and opportunity are set forth in
25 this Agreement. All letters of understanding and memorandum of understandings must be
26 reviewed during contract negotiations to determine how well they will be carried forward into
27 the next collective bargaining agreement. Therefore, the County and the Union, for the duration
28

1 of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect
2 to any subject or matter not specifically referred to or covered in this Agreement.
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5 Teamsters Local 174:

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8 Rick Hicks
9 Secretary-Treasurer/ Principal Officer
10
11

12 King County Office of Labor Relations:

13 

14 Angela Marshall
15 Interim Director
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cba Code: 160

**ADDENDUM A
WAGE RATES**

**Union Codes:
G1, G1A, G1C**

Job Class Code	PeopleSoft Job Code	Classification Title	Squared Table Range
4102200	413202	Scale Operator - Base Rate	40
4102220	413103	Scale Operator - Cedar Falls	42
4102210	413104	Scale Operator - Cedar Hills	40*
8102100	813101	Sign and Marking Specialist I	47
8102200	813202	Sign and Marking Specialist II	50
8102300	813303	Sign and Marking Specialist Lead	54
9322100	933301	Transfer Station Operator	50
9321100	932103	Truck Driver I	47
9321200	932202	Truck Driver II	50
9321300	932301	Truck Driver III	51
9440500	944501	Tipper Worker I	38

Effective January 1, 2028, the below listed wage table will be implemented, and replace the existing rates listed above.

Job Class Code	PeopleSoft Job Code	Classification Title	Squared Table Range
4102200	413202	Scale Operator - Base Rate	41
4102220	413103	Scale Operator - Cedar Falls	43
4102210	413104	Scale Operator - Cedar Hills	41*
8102100	813101	Sign and Marking Specialist I	48
8102200	813202	Sign and Marking Specialist II	51
8102300	813303	Sign and Marking Specialist Lead	55
9322100	933301	Transfer Station Operator	51
9321100	932103	Truck Driver I	48
9321200	932202	Truck Driver II	51
9321300	932301	Truck Driver III	52
9440500	944501	Tipper Worker I	39

1 *(*Existing Cedar Hills Scale Operators, and existing two regular leads, as of December*
2 *31, 2017, shall be grandfathered into their existing rates, new hires and backfills shall receive*
3 *new range)*

4 1. All classifications utilize Steps 2-4-6-8-10.

5 2. Employees hired at Step 2 will progress to Step 4 after successful completion of
6 probation. Subsequent Step progression will occur on each January 1st thereafter, provided they
7 have completed probation by September 30th, and each January 1st thereafter until attaining Step
8 10. Employees hired above Step 2 shall advance one step upon successful completion of
9 probation, and on each January 1st thereafter, if off probation by September 30th, until attaining
10 step 10. TLTs are eligible for step increases pursuant to the Contingent Worker Manual. STTs
11 are not eligible for step increase.

ADDENDUM B

Memorandum of Agreement

By and Between

King County

and

Teamsters Local 174 - Departments of Natural Resources & Parks, Local Services, and

Executive Services

[160]

**Subject: Training and Succession Planning Program for Employees in the Roads, Parks,
Fleet and Solid Waste Division**

Background:

1. Teamsters Local 174 and King County are parties to a Collective Bargaining Agreements (CBAs) through December 31, 2028.

2. Teamsters Local 174 and the County have met to discuss the need for training opportunities and need for the Roads, Parks, Fleet, and the Solid Waste Division to have a succession plan to prepare for retirements that may occur over the next five years, given that more than forty five percent of the current memberships of these bargaining units will be eligible to retire in that time period. The parties also see the need to address temporary staffing needs to accommodate an aging work force when light duty work is necessary.

3. In an effort to create a harmonious working environment where multiple bargaining units work together as crews doing vital work for the County, the parties have made agreements that will provide for the training of Utility Workers (UWs) and Roads Maintenance Workers (RMWs) to drive trucks, and that further provides for the use of Truck Drivers (TDs) in lower classification assignments when those drivers are on light duty and/or to meet critical mission needs. This Agreement will create an opportunity for UWs and RMWs, to work in positions above their pay grades for training and experience in order to compete for permanent vacancies, to fill in for absent TDs when necessary so the County may keep full crew complements, and to allow the County to address critical missions, such as snow and ice events.

Agreement:

1. The parties agree that UWs and RMWs may work on an intermittent temporary basis of no longer than a ten continuous work day period in TDs positions. The ten continuous work days may be extended by mutual agreement of the parties to facilitate longer backfill needs or long term critical missions. When a UW and/or RMW is set up temporarily as defined in this Agreement, the employee shall be compensated at the TDs rate that is at least five percent above their base rate of pay.

2. TDs with temporary medical restrictions that preclude them from working as a driver may be provided transitional duty (i.e., light duty) assignments in other classifications, including UW, in accordance with King County Policy, PER 22-6 (AEP) Transitional Duty for Employees with Temporary Medical Restrictions. Dues while on light duty shall continue as normal to the base bargaining unit.

3. Union representation and authorized dues during intermittent assignments for the training and secession planning program, pursuant to number 1 above, of less than thirty (30) contiguous work days shall not change. Assignments agreed to by the parties to extend longer than thirty (30) contiguous work days will require the employee crossing jurisdictions to be represented by the bargaining unit the employee is working in. The County may facilitate the payment of these additional dues. Contributions to Union pensions shall continue under the employee's base Collective Bargaining Agreement and work unit for all temporary/intermittent assignments.

4. The County will distribute training and backfill opportunities to as many qualified UWs and RMWs as is administratively practicable. Specific skills and experience levels will be assessed by management for each training or backfill opportunity to match UWs and RMWs with the opportunities. The County will work with the Unions to identify training needs for UWs and RMWs in order to create the largest pool of UWs and RMWs possible to meet the needs of the division.

5. The County will endeavor to post vacant FTE TD positions within sixty (60) days of

1 the position becoming vacant. If the position will not be posted within 60 days of it becoming
2 vacant, the County will offer to meet with the Union to discuss the reasons for the delay. Layoff
3 and recall rights of L174 members will be honored prior to hiring from the outside for vacant TD
4 positions, pursuant to Article 12 of the Teamsters L174 CBA.

5 a. The County also agrees to work with the Union by maintaining a Joint Labor-
6 Management Committee , to monitor and adapt the UW and RMW to TD training program as
7 needed, and will work collaboratively with the Union to ensure that those UWs and RMWs
8 performing out of class work will be able to acquire experience and skills necessary to be
9 qualified to test for vacant TD positions, which is in the interest of all parties.

10 6. This Agreement shall be considered a trial program and will expire December 31,
11 2028, unless extended by written mutual agreement, and any party may cancel the agreement
12 with 120 days written notice to the other parties. Should a party request cancellation, the parties
13 will meet and confer on options other than cancellation prior to the program ending.

1 **ADDENDUM C**

2 **Memorandum of Agreement**
3 **By and Between**
4 **King County**
5 **And**
6 **Teamsters Local Union No. 174**

7 **Subject: Teamsters Local Union No. 174 Snow and Ice Agreement**

8 This Memorandum of Agreement (MOA) is entered into by and between Teamsters
9 Local Union No. 174 (Union) and King County (County).

10 **Background**

11 In preparation for emergencies, specifically snow and/or ice conditions occurring during
12 winter months, the King County Department of Local Services Road Services Division (RSD) is
13 working to have at its disposal appropriately trained truck drivers. The intent is not to replace
14 current members of the Union's bargaining unit, but rather to supplement those members so that
15 King County can respond to such events in an expeditious manner.

16 **Agreement**

17 The parties have met and fully discussed the matter described above, and hereby agree as
18 follows:

19 1. The agreed upon order to utilize/hire temporary truck drivers to supplement current
20 RSD drivers during emergency events, including snow and ice conditions, is as follows, with the
21 stipulation that individuals within these categories who are under consideration must be
22 available:

23 a. Previously laid off RSD Truck Drivers from the Teamsters Local Union No.
24 174 bargaining unit.

25 b. Truck Drivers in the Parks Division, Department of Natural Resources and
26 Parks, from the Teamsters Local Union No. 174 bargaining unit.

27 c. Truck Drivers in the Solid Waste Division, Department of Natural Resources
28 and Parks, from the Teamsters Local Union No. 174 bargaining unit.

1 d. Sign and Marking Specialists who are members of the Teamsters Local Union
2 No. 174 bargaining unit, are trained, are in possession of the required Washington Commercial
3 Driver License (CDL), and are not otherwise assigned to other work activities in their current
4 classification.

5 e. Truck Drivers in the Fleet Division, Department of Executive Services, from
6 the Teamsters Local Union No. 174 bargaining unit.

7 f. Road Services Division Maintenance Workers who are members of the
8 Teamsters Local Union No. 117 bargaining unit, are trained and possess the required CDL.

9 g. Qualified Truck Drivers, including retirees who are deemed qualified, from the
10 on-call list, which list is to be created through a recruitment process.

11 2. It is understood that, due to the urgency of obtaining staffing as soon as possible
12 during an emergency, employees will be called one time before moving on to the next employee
13 or category. If the telephone is not picked up, a message will be left indicating the individual
14 called has five (5) minutes to return the call to accept the work. If there is no answer, if the
15 County cannot get through, and the employee does not return the call within five (5) minutes,
16 then the obligation to contact that employee will be considered to have been met. If during a five
17 (5) minute interval the RSD obtains the needed number of drivers and the previously called more
18 senior employee calls back to accept the work, then the more senior driver will be assigned the
19 work and the RSD will notify the least senior driver that the driver will not be needed.
20 Employees are responsible for providing the RSD with their current and updated contact
21 information.

22 3. Nothing herein precludes the County from utilizing other staff or taking other
23 necessary actions to address an emergency once a good faith effort has been made to meet the
24 obligations outlined in Steps 1 and 2.

25 4. Any disagreements with the implementation of this MOA will be settled in accordance
26 with Article 26 of the Coalition Labor Agreement.

27 5. This agreement will expire December 31, 2028.
28

ADDENDUM D

**Memorandum of Agreement
By and Between
King County
And Teamsters Local Union No. 174**

Subject: Site bids for Truck Drivers (effective upon domiciling fleet at transfer station)

1. The Cedar Hills Landfill (CHL) is reaching maximum capacity. As a result, , some trucks may be “domiciled” in new locations overnight, which includes transfer stations and the landfill (but at a new location). If it is determined that enough room is available at the Cedar Hills landfill all trucks will be domiciled at that location.
2. The number of vehicles assigned to particular transfer stations shall be determined by SWD management. The parties recognize the unique concerns about domiciling trucks at the Shoreline transfer station. SWD will use all other stations to domicile trucks before Shoreline.
3. Once trucks are identified to be domiciled at the transfer stations, the parties will move to an annual site bid system that is based on seniority.
 - a. Under this system, drivers will select their starting/ending locations, which shall be CHL or a particular transfer station. Employees who are assigned to start/end their work days at a transfer station will primarily drive the route between that transfer station and CHL, as well as other runs as assigned. The new system will also include a truck bid in accordance with Art. 10.2.
 - b. Employees who are assigned to start/end their work days at CHL/and the stations will be assigned to runs according to a newly developed matrix between the Union and the County and will be responsible for covering absences of other employees. All matrix discussions will include two TSOs of the Union’s choosing at all times.
 - c. Special hauls shall still be bid out by seniority.

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ADDENDUM E

Memorandum of Agreement

By and Between

King County and

Teamsters Local 174 - Departments of Natural Resources & Parks, Local Services, and
Executive Services [160]

Subject: Shift Premiums Package

Background:

The parties have expressed interest in establishing a regular 5 a.m. start for Solid Waste Division (SWD) truck drivers and standardizing the rules and payments of shift differentials and premiums across the work units covered under this appendix in SWD. The County and the Union agree to meet and bargain to mutual agreement over moving to a bid 5 a.m. start time, to be considered day shift, for truck drivers in SWD.

Agreement:

Should the parties reach mutual agreement to implement the 5 a.m. start time day shift for truck drivers in SWD, the following shift premium Appendix provision modifications shall be made.

1. This Agreement applies to all classifications covered by this collective bargaining agreement. The following modifications to current Appendix language will occur as follows:

- **9.4 A & B** – no change
- **9.4 C** – leave day shift as 6 a.m. start except day shift to 5 a.m. bid shift limited for SWD drivers. Last sentence about 7/10 and actual hours deleted to move all to the same pay rules.
- **9.4 D & E** – delete entirely to move all to same pay rules.

2. In addition, current language of Article 8.15 shall be replaced entirely with the following:

a. **Full Shifts** - Shift premiums for full shifts of four (4), eight (8), or ten (10) hours are based on the scheduled start time of the shift:

- **First Shift (no premium):** Starts between 6:00 a.m. and 11:59 a.m. (Exception: bid 5:00 a.m. start for TDIII in SWD)
- **Second Shift (+10%):** Starts between 12:00 p.m. and 8:59 p.m.
- **Third Shift (+15%):** Starts between 9:00 p.m. and 5:59 a.m. (Exception above)

b. The applicable shift premium will be paid for all hours of the scheduled shift.

- Employees temporarily covering (“backfilling”) a full-time position on a second or third shift will receive the applicable shift premium for that shift.
- Required trainings and meetings scheduled outside an employee’s normal shift will be treated as separate shifts and paid according to their start time.
- Employees assigned to second or third shift will receive the applicable premium for all compensable hours.
- The Employer will not change shift start times solely to avoid paying shift premiums.
- Shift premiums shall not apply to cell phone lead standby work under Article 8.11.

c. **Shift Extensions** - Hours worked before or after a scheduled shift (“shift extensions”) will be paid based on the time the work is performed:

- **6:00 a.m. – 11:59 a.m.:** First shift (no premium)
- **12:00 p.m. – 8:59 p.m.:** Second shift (+10%)
- **9:00 p.m. – 5:59 a.m.:** Third shift (+15%)

d. **Early Start Extensions** - If an employee begins work before 6 a.m., excluding lead work and the bid 5 a.m. start for truck drivers, for four (4) or more consecutive days, the early-start days will be treated as a full shift for premium purposes. The applicable shift premium will apply retroactively to the first day of the early start period.

e. **7/10 Work Schedule** - Employees working a 7/10 schedule will receive a shift differential of **14.3%** added to their base hourly rate.

3. The changes outlined above will move Scale Operators into the shift premiums determined by start time, and not majority of hours.

4. This Agreement clarifies early start extensions from premiums earned for full shift work, but recognizes that multiple consecutive early starts should be compensated similar to full shifts.

5. There shall no longer be differences between classifications for shift extensions (i.e. TSO getting a premium after 6 p.m. and drivers after 8 p.m.

6. There shall no longer be differences between work schedules (i.e. 4/10 get a premium for the entire shift while 7/10s get actual hours).

7. Changes reflected in Agreements #1 through #6 shall only be made following mutual agreement by the parties to implement the 5 a.m. start time. Such changes shall occur prospectively as soon as administratively possible following the mutual agreement to implement the 5 a.m. start time for SWD truck drivers.

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ADDENDUM F

**Memorandum of Agreement
By and Between
King County and
Teamsters Local 174 - Departments of Natural Resources & Parks, Local Services, and
Executive Services [160]**

Subject: Solid Waste 7/10 Workweek Change Pilot

Background:

The County will establish a pilot program, piloting a move for the 7/10 work schedules from a Monday through Sunday workweek, to a Tuesday through Monday workweek. The purpose is to test the impact of the workweek move with a limited number of participants.

Agreement:

1. This pilot would involve soliciting a limited number of volunteer Truck Drivers and TSOs in SWD to move to 7/10 Tuesday through Monday workweeks.

2. The amount of volunteer participants may be limited in participation. The overall number of participants in the pilot shall be determined by management and will not waive or change any practices related to contractual staffing limits. (e.g. moving current 4/10 drivers to 7/10 under the pilot will not alter the historic 50%+1 practice of 7/10 drivers.)

3. For the Truck Drivers, a limited number of current 4/10s may volunteer. Current 7/10s may volunteer but must do so in pairs to ensure truck availability.

4. For TSO, the full-time staff at an entire station must volunteer.

5. The pilot will last 6 months, with the option to extend up to 12 months, upon mutual agreement between the Union and the County.

6. Upon conclusion of the pilot, management shall return pilot participants back to their previously held work schedule.

7. Also upon conclusion of the pilot, should management wish to adopt the new

schedules on a permanent basis, the Union agrees to meet and bargain, to mutual agreement and any agreement must be approved by the affected classifications by majority vote, moving all Truck Drivers, TSOs, Scale Operators, and Tipper Worker I's to the new Tuesday through Monday workweek.