



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 20, 2007

Ordinance 15685

Proposed No. 2007-0064.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Teamsters Local 174 representing employees
4 in the departments of natural resources and parks and
5 transportation; and establishing the effective date of said
6 agreement.

7
8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and Teamsters Local 174 representing employees in the departments of natural
12 resources and parks and transportation and attached hereto is hereby approved and
13 adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2007, through and including August 31, 2009.

16

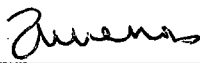
Ordinance 15685 was introduced on 1/29/2007 and passed by the Metropolitan King
County Council on 2/20/2007, by the following vote:

Yes: 9 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Dunn, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2007 MAR -1 PM 4:15
CLERK
KING COUNTY COUNCIL

APPROVED this 1 day of MARCH, ²⁰⁰⁷ 2005.


Ron Sims, County Executive

Attachments A. Agreement between Teamsters, Local 174 and King County

AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174
AND
KING COUNTY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 2

ARTICLE 3: RIGHTS OF MANAGEMENT 4

ARTICLE 4: HOLIDAYS 5

ARTICLE 5: VACATIONS 9

ARTICLE 6: SICK LEAVE 13

ARTICLE 7: PAID LEAVES..... 18

ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE..... 22

ARTICLE 9: CLASSIFICATIONS AND COMPENSATION 23

ARTICLE 10: WORK SCHEDULES AND SHIFT HOURS..... 29

ARTICLE 11: MISCELLANEOUS 38

ARTICLE 12: DISCIPLINE AND DISCHARGE 44

ARTICLE 13: SETTLEMENT OF DISPUTES 46

ARTICLE 14: SENIORITY 51

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY..... 54

ARTICLE 16: SAVINGS CLAUSE..... 55

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION..... 56

ARTICLE 18: PENSION..... 57

ARTICLE 19: WAIVER CLAUSE..... 58

ARTICLE 20: EFFECTIVE DATE AND DURATION 59

ADDENDUM A:..... 60

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 2.1. The County recognizes the Union as the exclusive representative of those employees
3 whose job classifications are listed in Addendum A. The Union represents temporary and term-
4 limited temporary employees consistent with Article 13.6.

5 2.2. It shall be a condition of employment that all employees covered by this Agreement who
6 are members in good standing as defined by the Union on the effective date of this Agreement shall
7 remain members in good standing or pay an agency fee to the Union. Employees who are not
8 members on the effective date of this Agreement shall, on the thirtieth (30) day following the
9 effective date of this Agreement, become and remain members in good standing in the Union or pay
10 an agency fee to the Union. It shall also be a condition of employment that all employees covered by
11 this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on
12 the thirtieth (30) day following the beginning of such employment, become and remain members in
13 good standing or pay an agency fee to the Union.

14 2.3. In accordance with existing law, an employee who holds bona fide religious tenets or
15 beliefs that prohibit the payment of dues and/or fees to union organizations, shall be required, in lieu
16 of periodic dues and fees, to pay sums equal to such dues and fees to a charitable organization
17 mutually agreed on between the employee and the union. Such employee shall also, at the Union's
18 request, be required to furnish proof to the Union on a monthly basis that said sums have been paid to
19 such charitable organization in conformance with the above.

20 2.4. All fees and dues paid either to the Union or to charity shall be for non-political
21 purposes.

22 2.5. Failure by an employee to abide by the above provisions shall constitute cause for
23 discharge; provided, that when an employee fails to fulfill the above obligation, the Union shall
24 provide the employee and the County with thirty (30) days notification of the Union's intent to initiate
25 discharge action and during this period the employee may make restitution in the amount which is
26 overdue. In the event that restitution is timely made and absent other impediments to good standing,
27 the employee shall be relieved of the discharge notice.

28 2.6. Upon receipt of written authorization individually signed by an employee, the County

1 shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-
2 Treasurer of the Union and shall transmit the same to the Union.

3 2.7. The Union will indemnify, defend, and hold the County harmless against any claims
4 made and against any suit instituted against the County on account of any check-off of dues for the
5 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the
6 check-off provision upon presentation of proper evidence thereof.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force are vested exclusively in
3 the County subject to terms of this Agreement. The County may administer all matters not expressly
4 covered by the language of this Agreement for its duration as the County from time to time may
5 determine.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 4: HOLIDAYS**

2 **4.1. Truck Drivers, Transfer Station Operators, and Sign & Marking Classifications.**

3 All regular, probationary and term-limited temporary employees, except those on a 7/10 work
4 schedule, shall be granted the following holidays with pay:

5 New Year's Day	January 1st
6 Martin Luther King, Jr. Day	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11
12 Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	December 25th

13 and any special or limited holidays as declared by the President of the United States or the Governor
14 of the State of Washington and as approved by the Council.

15 **4.1.1.** Employees eligible for holiday pay under 4.1 who work a part-time schedule
16 will be granted each of the holidays pro-rated to reflect their normal workday when the holiday falls
17 on a regular workday.

18 **4.2. Scale Operators.** Regular, probationary, and term-limited temporary employees shall be
19 granted the following holidays with pay:

20 New Year's Day	January 1st
21 Martin Luther King, Jr. Day	Third Monday in January
22 President's Day	Third Monday in February
23 Memorial Day	Last Monday in May
24 Independence Day	July 4th
25 Labor Day	First Monday in September
26 Veteran's Day	November 11th
27 Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Fourth Thursday in November
28 Christmas Day	December 25th

1 and any special or limited holidays as declared by the President of the United States or the Governor
2 of the State of Washington and as approved by the County Council.

3 4.3. Employees eligible for holiday pay as defined in 4.1 shall receive two (2) additional
4 personal holidays to be administered through the vacation plan. One (1) day shall be accrued on the
5 first of October and one (1) day on the first of November of each year. These days can be used in the
6 same manner as any vacation day earned.

7 4.4. Employees eligible for holiday pay as defined in Article 4.2 shall receive two (2)
8 additional personal holidays. These days shall be administered through the vacation plan. One (1)
9 day will be added to each employee's vacation accrual during the first pay period of October and one
10 (1) day will be added during the first pay period of November of each year. These days can be used
11 in the same manner as any vacation day earned.

12 4.5.

13 A. **Roads and Fleet:** Whenever a holiday falls upon a Sunday, the following Monday
14 shall be observed as the holiday. A holiday falling on a Saturday shall be observed on the preceding
15 Friday.

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

24 C. **Scale Operators, including those on a 7/10 Schedule:** holidays are observed on
25 the day they occur.

26 4.6. All employees may be required to work holidays. Except for those employees who are
27 working a 7/10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2) times
28 the employee's regular rate of pay in addition to the regular holiday pay.

1 **4.6.1. Solid Waste and Parks:** Except for those employees who are working a 7/10
2 work schedule, employees scheduled to work on a holiday as listed in 4.1 may request in writing to
3 take the holiday off if such request is submitted no later than three (3) working days prior to the
4 holiday. When the division receives such a request it will solicit volunteers to work the shift in
5 question. At management's discretion, if no volunteer signs up to work such shift, the request may be
6 denied. If there is more than one request from employees in the same classification, the division will
7 deny such requests in inverse order of seniority within that classification.

8 **4.6.2. Scale Operators:** All work on a holiday shall be paid at the rate of one and
9 one-half (1-1/2) times the employee's regular rate of pay, in addition to the regular holiday pay.
10 Hours worked on a holiday are used for the purposes of determining weekly overtime in accordance
11 with Article 9.22 herein. Holiday hours paid are not used for the purposes of determining weekly
12 overtime except as allowed in Article 4.13.

13 **4.7. Compensation for Holiday.** For regular employees who work a forty (40) hour
14 workweek and are eligible for holiday pay, whenever a holiday occurs during an employee's regularly
15 scheduled workday (5-8 work schedule), such employee shall receive compensation for the holiday
16 on the basis of eight (8) hours of the employee's straight time rate (ten (10) hours for those employees
17 on a "4-10" schedule to a maximum of ninety-six (96) hours per annum). Roads and Fleet Division
18 employees working a 4-10 work schedule may, at the County's discretion, have their work schedule
19 changed to a 5-8 work schedule during a week in which there is a holiday.

20 **4.8. Scale Operator Compensation for Holiday.** Employees shall receive holiday pay
21 prorated to reflect their regularly scheduled workday. Eligible employees who work a forty (40) hour
22 workweek shall receive compensation for the holiday on the basis of eight (8) hours for a 5/8
23 schedule and ten (10) hours for a 4/10 schedule. Eligible employees on a 7/10 schedule shall receive
24 compensation for the holiday on the basis of seven (7) hours. No employee shall be granted more
25 than ninety-six (96) hours of holiday time in a calendar year.

26 **4.9. Full-time 7/10 Employees.** Full-time employees on a 7/10 work schedule shall be
27 entitled to the following three (3) holidays without a reduction in pay: Thanksgiving Day (fourth
28 Thursday in November), Christmas Day (December 25) and New Year's Day (January 1).

1 **4.10. Regular Full-time 7/10 Scale Operators.** Regular fulltime employees on a 7/10
2 schedule will be paid ten (10) hours pay for the following three (3) holidays which fall on their on-
3 shift: Thanksgiving Day, Christmas Day and New Year's Day. If the holiday falls on the off-shift,
4 Article 4.8 will apply.

5 **4.11. Part-time 7/10 Employees.** Part time employees who are eligible for holiday pay and
6 who are working on a 7/10 work schedule will be paid ten (10) hours pay for the holidays of
7 Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25) or New Year's
8 Day (January 1) which fall during their assigned shift.

9 **4.12. Regular Part-time Scale Operators.** Regular part-time employees with an assigned
10 site and schedule shall be entitled to the following three (3) holidays which fall on their on-shift
11 without a reduction in pay: Thanksgiving Day, Christmas Day and New Year's Day. If the holiday
12 falls on the off-shift, Article 4.8 will apply.

13 **4.13. Determining Scale Operator Overtime.** Holidays paid, but not worked on-shift shall
14 be recognized as time worked for purposes of determining weekly overtime. Holidays paid, but not
15 worked off-shift shall not be recognized as time worked for purposes of determining weekly
16 overtime.

17 **4.14. Scale Operator Off Shift Holiday Work.** Regular Scale Operators on their off shift
18 shall be given the first opportunity (in rotation order) to work on a holiday at the premium (time and
19 one half) rate of pay before offering such work to off shift regular part-time Scale Operators as make
20 up.

21 **4.15. Scale Operator Holiday Eligibility.** An employee must be in a pay status either the
22 employee's scheduled working day before or the employee's scheduled working day after a holiday in
23 order to receive holiday pay. An employee leaving County employment the day prior to the holiday
24 shall not receive holiday pay.

1 **ARTICLE 5: VACATIONS**

2 5.1. Regular, probationary and term-limited temporary employees shall be eligible to accrue
3 vacation leave benefits for each hour paid at the straight time rate of pay, up to a maximum allowed
4 by the King County Code.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

Full Years of Service	<i>Approximate</i> Hourly Accrual Rate	<i>Approximate</i> Equivalent Annual Leave in Days
Upon hire through end of Year 5	.0460	12
Upon beginning of Year 6	.0577	15
Upon beginning of Year 9	.0615	16
Upon beginning of Year 11	.0769	20
Upon beginning of Year 17	.0807	21
Upon beginning of Year 18	.0846	22
Upon beginning of Year 19	.0885	23
Upon beginning of Year 20	.0923	24
Upon beginning of Year 21	.0961	25
Upon beginning of Year 22	.1000	26
Upon beginning of Year 23	.1038	27
Upon beginning of Year 24	.1076	28
Upon beginning of Year 25	.1115	29
Upon beginning of Year 26 and beyond	.1153	30

1 **5.2.** Under no circumstances shall implementation of the above schedule result in a reduction
2 of the vacation accrual rate for regular employees who are assigned to a 7/10 schedule as of August 1,
3 1996. Such employees will receive vacation leave benefits for each hour in pay status exclusive of
4 overtime as described in the following table:

5

6 Through end of year 3	.0460
7 Upon beginning of year 4	.065934
8 Upon beginning of year 11	.0769
9 Upon beginning of year 13	.087912
10 Upon beginning of year 19	(Article 5.1 Table)

11

12 **5.3.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

13 **5.4.** Employees shall not be eligible to take or be paid for vacation leave until they have
14 successfully completed their first six (6) months of County service in a vacation leave eligible
15 position. If an employee in a vacation leave eligible position leaves County employment prior to
16 successfully completing their first six (6) months of County service, the employee shall forfeit and
17 not be paid for any accrued vacation leave. Regular employees and term-limited temporary
18 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
19 accrual amount if they have successfully completed their first six (6) months of County service.
20 Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in
21 effect upon the date of leaving County employment less mandatory withholdings.

22 **5.5. Vacation Schedule.**

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

27 **1. Solid Waste:** The major vacation schedule in the Solid Waste Division
28 shall be determined by seniority bid, with the most senior employee having first bid. The Solid Waste

1 Division shall permit four (4) Transfer Station Operators, six (6) Truck Driver IIIs, and three (3) Scale
2 Operators off on vacation leave at any one time, provided it can be done without detriment to King
3 County services. Once the major vacation schedule has been published, all additional vacation
4 requests will be granted on a first come, first-served basis.

5 **2. Scale Operators:** Vacation preference requests for a period beginning May
6 1 and ending the following April 30 must be received by management no later than April 1. The
7 vacation schedule shall be posted on or before April 15. Vacation requests received after April 1
8 shall be granted, in the order received, when possible and consistent with the efficient functioning of
9 the division. In the event of scheduling conflicts within the division, classification seniority will
10 prevail.

11 **B.** Regular part-time employees who are eligible for vacation leave may use vacation
12 to fill out their work schedule. Unless previously approved for vacation leave, an employee may not
13 take vacation leave on a day called for work during the employee's regular schedule except as
14 provided under Article 5.5.A.

15 **5.6.** Employees who are eligible to accrue vacation leave may accrue up to sixty (60) days
16 (480 hours) vacation per year, consistent with Article 5.1 and 5.2 of this contract. Such employees
17 shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year.
18 Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the
19 vacation leave beyond the maximum amount unless the division manager/designee has approved a
20 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as
21 may be in the best interests of the County.

22 **5.7.** Employees shall not use or be paid for vacation leave until it has accrued and such use or
23 payment is consistent with the provisions of this Article.

24 **5.8.** No employee shall work for compensation for the County in any capacity during the time
25 that the employee is on vacation leave.

26 **5.9.** Employees may use vacation in quarter hour (1/4) increments, at the discretion of the
27 division manager/designee.

28 **5.10.** In cases of separation from County employment by death an employee with accrued

1 vacation leave who has successfully completed his or her first six (6) months of County service will
2 have unused vacation leave up to the maximum accrual amount paid to the employee's estate, or, in
3 applicable cases, as provided for by state law, RCW Title II.

4 **5.11.** If a regular employee resigns from County employment or is laid off and subsequently
5 returns to County employment within two (2) years from such resignation or lay off, as applicable, the
6 employee's prior County service shall be counted in determining the vacation leave accrual rate under
7 Article 5.1.

8 **5.12.** If an employee is injured or becomes sick while on vacation leave s/he can use accrued
9 sick leave for that time provided s/he notifies the division manager/designee on the first day of the
10 injury or illness. If it is physically impossible to give such notice on the first day, notice must be
11 given as soon as possible and must be accompanied by an acceptable showing of the reasons for the
12 delay. Verification of the injury or illness from a licensed practitioner may be required for approval
13 of the sick leave request and the injury or illness must be of such severity that it would have
14 prevented the employee from working had the employee not been on vacation leave.

15 **5.13. Scale Operator Accruals.** Vacation accruals shall be posted each pay period.
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 6: SICK LEAVE**

2 6.1. Regular, probationary and term-limited temporary employees shall accrue sick leave
3 benefits at the rate of 0.04616 hours for each hour paid at the straight time rate of pay, up to a
4 maximum of 96 hours per year. Except that sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned.

7 6.2. During the first six (6) months of service, employees eligible to accrue vacation leave
8 may, at the division manager/designee's discretion, use any accrued days of vacation leave as an
9 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used
10 for sick leave must be reimbursed to the County upon termination.

11 6.3. Employees may use sick leave in quarter hour (1/4) increments, at the discretion of the
12 division manager/designee.

13 6.4. There shall be no limit to the hours of sick leave benefits accrued by an eligible
14 employee.

15 6.5. The division manager/designee is responsible for the proper administration of the sick
16 leave benefit. Verification of illness from a licensed practitioner may be required for any requested
17 sick leave absence.

18 6.6. Separation from or termination of County employment shall cancel all sick leave accrued
19 to the employee as of the date of separation or termination. Should a regular employee resign or be
20 laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

21 6.7. Employees eligible to accrue sick leave and who have successfully completed at least
22 five (5) years of County service and who retire as a result of length of service or who terminate by
23 reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an
24 amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by the
25 employee's rate of pay in effect upon the date of leaving County employment less mandatory
26 withholdings.

27 6.8. **Leave Without Pay for Health Reasons.** An employee must use all of his/her sick
28 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under

1 the County's workers compensation program, then the employee has the option to augment or not
2 augment time loss payments with the use of accrued sick leave.

3 **6.9. Leave Without Pay for Family Reason.** For a leave for family reasons, the employee
4 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
5 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
6 eighty (80) hours of accrued sick leave.

7 **6.10. Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of his/her
8 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
9 by his/her manager/designee.

10 **6.11. Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

11 **A.** The employee's bona fide illness or incapacitating injury; provided that;

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

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

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

23 **B.** Exposure to contagious diseases and resulting quarantine.

24 **C.** A female employee's temporary disability caused by or contributed to by
25 pregnancy and childbirth.

26 **D.** The employee's medical, ocular or dental appointments, provided that the
27 employee's manager/designee has approved the scheduling of sick leave for such appointments.

28 **E.** To care for the employee's eligible child if the child has an illness or health

1 condition which requires treatment or supervision from the employee;

2 F. To care for other family members, if:

3 1. The employee has been employed by the County for twelve (12) months or
4 more and has worked a minimum of one thousand forty (1040) hours for an employee who works a
5 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7/10 work
6 schedule in the preceding twelve (12) months,

7 2. The family member is the employee's spouse or domestic partner, the
8 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
9 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
10 employee, the employee's spouse or domestic partner; and,

11 3. The reason for the leave is one of the following:

12 a. The birth of a son or daughter and care of the newborn child, or
13 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
14 within twelve (12) months of the birth, adoption or placement;

15 b. The care of the employee's child or child of the employee's spouse
16 or domestic partner whose illness or health condition requires treatment or supervision by the
17 employee; or

18 c. Care of a family member who suffers from a serious health
19 condition.

20 **6.12. Unpaid Leave.** An employee who has been employed by the County for twelve (12)
21 months or more and has worked a minimum of one thousand forty (1040) hours for an employee who
22 works a 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7/10
23 work schedule in the preceding twelve (12) months, may take a total of up to eighteen (18)
24 workweeks of unpaid leave for his or her own serious health condition and for family reasons as
25 provided in Article 6.11.E and 6.11.F combined, within a rolling twelve (12) month period. The
26 leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole
27 or partial days as needed. Intermittent leave is subject to the following conditions:

28 **A. Birth or Adoption.** When a leave is taken after the birth or placement of a child

1 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
2 only if authorized by the employee's manager/designee.

3 **B. Reduced Schedules.** An employee make take leave intermittently or on a reduced
4 schedule when medically necessary due to a serious health condition of the employee or family
5 member of the employee; and

6 **C. Temporary Transfer.** If an employee requests intermittent leave or leave on a
7 reduced leave schedule, under Article 6.12.B. above, that is foreseeable based on planned medical
8 treatment, the manager/designee may require the employee to transfer temporarily to an available
9 alternative position for which the employee is qualified and that has equivalent pay and benefits and
10 that better accommodates recurring periods of leave than the regular position of the employee.

11 **6.12.1. Concurrent Time.** Use of donated leave will run concurrently with the
12 eighteen (18) workweek family medical leave entitlement.

13 **6.12.2. Insurance Premiums.** The County will continue its contribution toward
14 health care during any unpaid leave taken under Article 6.12.

15 **6.12.3. Return to Work from Unpaid Leave.** An employee who returns from
16 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
17 provisions, to:

18 **A.** The same position he/she held when the leave commenced; or

19 **B.** A position with equivalent status, benefits, pay and other terms and
20 conditions of employment; and

21 **C.** Seniority shall continue to accrue while on approved unpaid leave as
22 provided under Article 6.12.

23 **6.12.4. Failure to Return to Work.** Failure to return to work by the expiration date
24 of the leave of absence may be cause for removal and result in termination of the employee from
25 County service.

26 **6.13. Definition of Child.** For purposes of this Article, a child means a biological,
27 adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis
28 to the child, who is under eighteen (18) years of age or is eighteen (18) years of age or older and

1 incapable of self care because of mental or physical disability.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 7: PAID LEAVES**

2 **7.1. Donation of Leaves.** Donation of vacation leave hours and donation of sick leave hours.

3 **A. Vacation Leave Hours.**

4 **1. Approval Required.** An employee eligible for vacation leave may donate a
5 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such
6 donation will occur upon written request to and approval of the donating and receiving employee's
7 department director(s), except that requests for vacation donation made for the purposes of
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
9 would result in a departmental hardship for the receiving department.

10 **2. Limitations.** The number of hours donated will not exceed the donor's
11 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
12 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
13 accrual.

14 **3. Return of Unused Donations.** Donated vacation leave hours must be used
15 within ninety (90) calendar days following the date of donation. Donated hours not used within
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

19 **B. Sick Leave Hours.**

20 **1. Written Notice Required.** An employee eligible for sick leave may donate
21 a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
22 notice to the donating and receiving employee's department director(s).

23 **2. Minimum Leave Balance Required (Donor).** No donation will be
24 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
25 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
26 hours of his/her accrued sick leave in a calendar year.

27 **3. Return of Unused Donations.** Donated sick leave hours must be used
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
2 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
3 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
4 accrued sick leave hours.

5 **C. No Solicitation.** All donations of vacation and sick leave made under this Article
6 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 **D. Conversion Rate.** All vacation and sick leave hours donated will be converted to
9 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
10 value will then be divided by the receiving employee's hourly rate to determine the actual number of
11 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
12 straight time hourly rate at the time of reconversion.

13 **7.2. Leave - Organ Donors.** The manager/designee will allow an employee eligible for paid
14 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
15 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
16 paid leave provided;

17 **A. Notification.** The employee gives the manager/designee reasonable advance
18 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
19 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
20 result in serious illness, injury, pain or the eventual death of the identified recipient.

21 **B. Provider Certification.** The employee provides written proof from an accredited
22 medical institution, organization or individual as to the need for the employee to donate bone marrow,
23 a kidney, or other organs or tissue or to participate in any other medical procedure where the
24 participation of the donor is unique or critical to a successful outcome.

25 **C. Time off Subject to Agreement.** Time off from work for the purpose set out
26 above in excess of five (5) working days will be subject to the terms of this Agreement.

27 **7.3. Bereavement Leave.**

28 **A.** An employee eligible for paid leave will be entitled to three (3) working days of

1 bereavement leave a calendar year due to death of a member of his/her immediate family.

2 **B. Use of Sick Leave in Lieu of Bereavement Leave.** An employee eligible for
3 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
4 three (3) working days per calendar year for each instance when death occurs to a member of the
5 employee's immediate family or any relative continually living in the employee's household.

6 **C.** In the application of any of the foregoing provisions, when a holiday or regular day
7 off falls within the prescribed period of absence, it will not be charged against the employee's sick
8 leave account nor bereavement leave credit.

9 **D. Family Defined.** Immediate family means, as used in this article: spouse,
10 domestic partner, grandparent, parent, child, sibling, grandchild of the employee, employee's spouse
11 or employee's domestic partner.

12 **7.4. School Volunteers.** An employee eligible for paid leave will be allowed the use of up to
13 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
14 school attended by the employee's child provided; an employee requesting to use sick leave for this
15 purpose will submit such request in writing specifying the name of the school and the nature of the
16 volunteer services to be performed.

17 **7.5. Jury Duty.** An employee eligible for paid leave who is ordered on a jury will be entitled
18 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
19 mileage, with the Department of Finance. The employee will report back to their manager/designee
20 when dismissed from jury service.

21 **7.6. Scale Operator Jury Duty.** An employee eligible for paid leave who is called for jury
22 duty will be entitled to regular pay for all on-shift work hours missed due to jury duty. The employee
23 should deposit his or her jury duty fees, excluding mileage, with the Finance and Business Operations
24 Division of the Department of Executive Services. Employees must contact their supervisor when
25 dismissed from jury duty during regularly scheduled working hours and may be required to report
26 back to work.

27 **7.7. Leave Examinations.** An employee eligible for paid leave will be entitled to necessary
28 time off with pay for the purpose of participating in County qualifying or promotional examinations.

1 This will include time required to complete any required interviews.

2 **7.8. Military Leave.** A leave of absence for active military duty or active military training duty
3 will be granted to eligible employees in accordance with applicable provisions of state and/or federal
4 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
5 employee and accompanied by a validated copy of military orders ordering such active duty or active
6 training duty.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE

The County presently has in effect group medical, dental and life insurance plans for regular, probationary and term-limited temporary employees and agrees to maintain participation in the plans as determined by the Joint Labor-Management Insurance Committee or its successor.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1 **ARTICLE 9: CLASSIFICATIONS AND COMPENSATION**

2 9.1. The classifications of work, and rates of pay, and step progression for each classification
3 covered by this Agreement shall be as listed under Addendum A. Local 174 may grieve jurisdiction
4 issues related to work performed by the classifications listed under Addendum A, except as limited
5 under Article 13.1

6 9.2. Effective January 1, 2007, classifications covered by this Agreement shall be paid at the
7 2007 King County Squared Table rates set forth in Addendum A.

8 9.3. Effective January 1, 2008, the wage rates in effect the previous December 31 for all
9 employees shall be increased by ninety percent (90%) of the CPI-W All Cities Index (September to
10 September) with a maximum increase of six percent (6%) but not less than two percent (2%).

11 9.4. Effective January 1, 2009, the wage rates in effect the previous December 31 for all
12 employees shall be increased by ninety percent (90%) of the CPI-W All Cities Index (September to
13 September) with a maximum increase of six percent (6%) but not less than two percent (2%).

14 9.5. For employees hired into classifications with step progression, the initial step placement
15 will be determined by the County.

16 9.6. **Promotional Reclassification.** A regular employee who is promoted from one
17 classification covered by this Agreement to another classification covered by this Agreement, shall be
18 placed into the lowest pay STEP of the higher classification which still provides for a wage rate that
19 is higher than that currently being received by the promoted employee, not to exceed the top step of
20 the new classification.

21 9.7. **Demotional Reclassification.** A regular employee who is demoted from one
22 classification covered by this Agreement to another classification covered by this Agreement, shall be
23 placed into the highest pay STEP of the lower classification which still provides for a wage rate that
24 is lower than that currently being received by the demoted employee.

25 9.8. **Temporary Positions.** Temporary, except part-time Sign and Marking Specialists, will
26 be paid at the first step of the pay range specified in Addendum A. Temporary and part-time Sign and
27 Marking Specialist employees are not eligible for paid leaves or insured benefits. In the event that the
28 temporary or part-time Sign and Marking Specialist employee exceeds the calendar year working

1 hour threshold defined in Chapter 3.12 of the K.C.C, he/she may also be entitled to receive additional
2 compensation and also may be eligible to participate in the medical component of the insured benefits
3 plan as provided under the Chapter and subsequent revisions thereof.

4 **9.9. Premium Pay.**

5 A. Truck Driver II will receive the Truck Driver III base hourly rate of pay as a
6 premium for actual hour(s) operating a vactor truck or pulling a "pony."

7 B. All Sign and Marking Specialists with commercial drivers licenses and hazardous
8 materials endorsements will be paid the Truck Driver III base hourly rate of pay for actual hours spent
9 on the striper truck and performing striping duties.

10 **9.10. Lead Compensation.** An employee assigned in writing by the manager/designee to be
11 a lead will receive four ranges more than his/her regular base hourly rate of pay for all time assigned.

12 **9.11. Scale Operator Leads.** All designated Scale Operator Leads required in writing to
13 carry pagers or cell phones during their normally scheduled time off shall be compensated at the
14 hourly rate of \$2.00 (two dollars) for all time spent while so assigned and not receiving other
15 compensation. Assigned work from home eight (8) minutes or greater in duration will be paid at a
16 minimum of fifteen (15) minutes, in fifteen (15) minute increments.

17 **9.12. Overtime.**

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

23 B. Employees on a 5-8 schedule who are required to work beyond eight (8) hours a
24 day at the direction of their supervisor shall be compensated at the rate of one and one-half (1-1/2)
25 times the employee's regular hourly rate of pay for time worked in excess of eight (8) hours per day
26 or forty (40) hours per workweek. Employees on a 4/10 schedule who are required to work beyond
27 ten (10) hours a day at the direction of their supervisor shall be compensated at a rate of one-and-one-
28 half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten (10) hours per

1 day or forty (40) hours per workweek. Employees on a 7/10 schedule who are required to work
2 beyond ten (10) hours a day at the direction of their supervisor shall be compensated at the rate of
3 one-and-one-half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten
4 (10) hours per day or forty (40) hours per workweek.

5 C. All overtime shall be authorized in advance by the managers/designee in writing,
6 except in emergencies.

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

8 1. The County reserves the right to assign off-shift work, to be paid at the
9 premium double time (2X) rate, in inverse order of seniority on a rotating basis, if there are no
10 volunteers for the work.

11 2. If a Scale Operator is assigned to mandatory work during his/her off-shift,
12 but does not work, this shall be treated as an unauthorized absence unless the supervisor has approved
13 the absence.

14 3. Hours already paid at the double time rate are not used for the purposes of
15 determining weekly overtime.

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

20 5. Assigned mandatory shifts will not be cancelled more than 24 hours after
21 the time of assignment or reduced within 72 hours of the assigned start time.

22 6. The County agrees to meet and discuss concerns about mandatory overtime,
23 if so requested, in 2007.

24 **9.13. Call Out.**

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

28 **B. Roads Division.** In the event an employee in the Roads Division is called out

1 within four (4) hours of his/her regularly scheduled start time, she/he will be paid at the overtime rate
2 of pay for the actual time between the call out and the start time.

3 **9.14. Scale Operator Call Out.** "Call out" occurs when an employee is required to make an
4 unscheduled return to a work site more than one hour after the employee has left a site. If the call to
5 return to work occurs within one hour of the employee leaving a work site, this assignment will be
6 considered shift extension.

7 **9.15. Shift Premium Pay.**

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

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

12 C. The premiums shall be applied to the working hours listed in Article 10.

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

15 E. Truck Driver III and Transfer Station Operators who work a 7/10 work schedule
16 will receive a shift differential of 14.3%.

17 F. Article 9.15 does not apply to Scale Operator classifications.

18 **9.16. Personal Vehicle.** All employees who have been authorized to use their own
19 transportation on County business shall be reimbursed at the mileage rate established by County
20 ordinance in effect at the time of reimbursement, as it may be amended.

21 For Scale Operators without an assigned site, Cedar Hills shall be designated as the regular
22 work place for purposes of calculating the mileage reimbursement.

23 **9.17. Bus Pass.**

24 A. Regular, probationary and term-limited employees shall be eligible to receive on an
25 annual basis a fully subsidized, regular (Metro) transit pass.

26 B. Non-regular part-time and temporary employees who were hired on or after
27 January 1, 1998, shall receive cash in lieu of the fully subsidized "regular (Metro) transit pass"
28 effective upon their exceeding the equivalent of six (6) months of full-time employment in a year.

1 The amount of cash paid shall be pro-rated based on the employee's normal workweek, not to exceed
2 \$20 per month.

3 **9.18. Emergency Work.** Emergency work, at other than the normal scheduled working
4 hours or special scheduled working hours not enumerated in this Article, will be compensated as
5 overtime. In the event this overtime work is accomplished prior to the normal working hours and the
6 employee subsequently works his/her regular shift, his/her regular shift shall be compensated at
7 regular time.

8 **9.19. Off Shift Overtime – Roads Division.** Overtime work, which may be required on
9 weekends and holidays, shall first be offered to employees on a rotating seniority basis within the
10 work group. For work groups in which there is more than one pit-site, the overtime shall first be
11 offered to employees on a rotating basis within the pit-site, then to the entire work group. If the
12 overtime is a continuation of work previously started by a particular crew within a work group, the
13 overtime will first be offered to employees on a rotating seniority basis within the crew, then to the
14 work group as described above. A work group is defined as a maintenance division or an entire crew
15 operating out of the central shop, i.e., drainage crew, bridge crew, etc.

16 **9.20. Solid Waste Division Off Shift Work.** Employees who are desirous of working
17 overtime on their "off shift" shall indicate their availability for same upon forms as prescribed by the
18 division manager/designee. Employees will be selected from the list in order of seniority and
19 availability on a rotation basis. Part time regular Transfer Station Operators shall only be included in
20 this rotation after completing training.

21 **9.21. Scale Operator Off-Shift Work.** Regular Scale Operators who desire to work on their
22 off-shift shall indicate their availability and shall be offered such work if available in order of
23 seniority on a rotating basis. Such work shall be scheduled the Saturday prior to the next week
24 beginning on Monday, except in case of necessity arising at a later time.

25 A. If any employee who has indicated availability for work on their off shift is missed
26 for work assigned, due to a good faith error on the County's part, the employee may request and shall
27 receive the next available opportunity to work an amount of hours equal to or greater than the hours
28 missed. Hours so assigned shall be at the same rate of pay as hours missed.

1 B. Scale Operators who decline off-shift hours at Cedar Falls or Cedar Hills shall not
2 lose their seniority placement for other off-shift work assignments.

3 **C. Scale Operator Lead Off-Shift Work.**

4 1. A Scale Operator designated as Lead on a full-time basis may select from
5 off-shift work assignments in the following order:

6 a. Off-shift lead assignments, then

7 b. Off-shift regular scale operator assignments remaining after one full
8 rotation of the overtime wheel.

9 2. Fulltime Scale Operator Leads shall have the opportunity to work off-shift
10 Lead assignments before the off-shift alternate Lead, but after the on-shift alternate lead.

11 3. Fulltime Scale Operator Leads are included in the mandatory rotation for
12 regular Scale Operator assignments.

13 4. An alternate Lead designated as Lead for one full shift or more will be
14 considered a fulltime lead for purposes of off-shift work during that assignment period.

15 **9.22. Scale Operator Overtime Thresholds.** For purposes of this Agreement, all regular
16 straight-time hours in pay status will be used for purposes of determining overtime thresholds.

17 **9.23. Bank Deposits.** Scale Operators making bank deposits at the conclusion of their daily
18 shifts shall be paid an amount based on overtime and mileage reimbursement on those days they
19 physically transport and place funds in a designated depository. This premium is paid in recognition
20 of the hazards associated therewith and as additional compensation for the use of their personal
21 vehicles in said transport.

22 **9.24. Scale Operator Ferry Tickets.** Ferry tickets shall be provided, as necessary, to Scale
23 Operators for assignments on Vashon Island.

24 **9.25. Hazardous Materials Endorsement.** The County agrees to reimburse for the cost of a
25 background check for a Commercial Drivers License hazardous materials endorsement if the
26 employee is required in writing by the Division to obtain such endorsement.

27 **9.26. Compensatory Time.** The Division Directors shall have the discretion to establish a
28 compensatory time policy consistent with King County Personnel Rules.

1 **ARTICLE 10: WORK SCHEDULES AND SHIFT HOURS**

2 **10.1. Hours of Work.** The standard work schedule shall consist of five (5) consecutive
3 standard workdays not to exceed eight (8) hours each day (5-8), exclusive of meal periods and not to
4 exceed forty (40) hours per week, Monday through Friday inclusive. The working hours of each day
5 shall normally be between 6:00 a.m. and 6:00 p.m.

6 **10.2. Fulltime Scale Operator Hours of Work.** The standard regular full-time work
7 schedule shall be a 7/10 work schedule, inclusive of the meal period, except for the forty (40) hour
8 per week schedules. Each work schedule will provide for a minimum of two (2) consecutive days off,
9 at least one of which will be a Saturday or a Sunday. The working hours of each day shall normally
10 be between 6:00 a.m. and 8:00 p.m., except when assigned to work a second and/or third shift as
11 provided under Article 10.5.

12 **10.3. Solid Waste Work Schedules.**

13 A. The standard work schedule for employees working at the Solid Waste Division
14 shall consist of seven (7) consecutive work days of ten (10) hours each day (7/10), exclusive of lunch
15 periods (except for Transfer Station Operators), followed by seven (7) days off, scheduled Monday
16 through Sunday; except, for the forty (40) hour work schedules. The working hours of each day for
17 Transfer Station Operators shall normally be between the hours of 6:00 a.m. and 8:00 p.m. The
18 working hours of each day for Truck Drivers shall normally be between the hours of 4:00 a.m. and
19 6:00 p.m.

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

23 C. The work schedule of the Truck Driver III assigned to operate the vector truck
24 shall consist of five (5) consecutive days of eight (8) hours each day (5-8), exclusive of the meal
25 period. The working hours of each day shall be scheduled between the hours of 6:00 a.m. and 8:00
26 p.m.

27 **10.4. Regular Part-Time Scale Operators.**

28 A. Regular part-time employees shall be assigned to either the A shift or the B shift.

1 Regular part-time employees must be available to work each day of their shift. Available work will
2 be offered in order of seniority. The County reserves the right to assign work as needed, in inverse
3 order of seniority, without restriction as to location of assignment, day of assignment, shift (day,
4 second, third) or work performed. Regular part-time employees shall be paid for actual hours
5 worked. If a regular part-time employee is called to work during his/her on-shift but does not work,
6 the absence shall be treated as unauthorized unless the Supervisor has approved leave or the Scale
7 Operator has already worked a shift that day.

8 **B.** Regular part-time employees who work sixty-six (66) hours or less during their on-
9 shift are eligible for make-up hours on the off-shift. If work is available during the off-shift period,
10 regular part-time employees shall be contacted on the basis of seniority and may work up to seventy
11 (70) hours in a fourteen (14) day, two (2) shift period. If work is offered to a regular part-time
12 employee during the off-shift, the employee is not required to accept it and the rejection of work shall
13 not be treated as an unauthorized absence. If make-up work is offered, but declined by the employee,
14 this shall be treated as hours worked for scheduling purposes. If off-shift make-up work causes an
15 employee to work in excess of forty (40) hours during the first FLSA workweek of his/her on-shift,
16 scheduled on-shift overtime will be allowed.

17 **C.** Make-up work, except hours on holidays, shall be offered to off-shift regular part-
18 time employees after all regular part-time employees on-shift have been assigned.

19 **D.** Regular Scale Operators on their off-shift shall be given the first opportunity (in
20 rotation order) to work on a holiday at time and one half the regular rate of pay before offering such
21 work to off-shift regular part-time Scale Operators as make up.

22 **E. Regular Part-time Scale Operators – Rural Site Positions.** A regular part-time
23 Scale Operator shall be assigned to either the A shift or the B shift for each of the following locations:
24 Cedar Falls, Vashon, and Enumclaw (“rural site(s)”). The regular part-time “position” shall be a bid
25 position, however, if no bids are received, the rural site hours shall be assigned on a daily basis within
26 the regular part-time pool, in accordance with Article 10.4.A.

27 **1.** The regular part-time Scale Operator assigned to each of the rural sites
28 listed above shall be assigned to those hours/days at the site for which the County determines that

1 Scale Operator staffing is necessary. Such assignment will apply regardless of other available regular
2 part-time work on the days when the regular part-time Scale Operator is assigned to work at a rural
3 site.

4 2. On the days that the rural site is closed, the assigned regular part-time Scale
5 Operator will be available and assigned in the same manner as other regular part-time Scale Operators
6 in accordance with Article 10.4.A.

7 3. Make-up hours for regular part-time Scale Operators assigned to rural sites
8 shall be in accordance with Article 10.4.B.

9 4. Regular part-time Scale Operators assigned to rural sites expend vacation
10 and sick leave benefits based upon the hours of work at the rural site on that day of the shift.

11 **10.5. Second and Third Shifts – Solid Waste Division.**

12 **A. Second Shift Truck Driver III.** The work schedule for the Solid Waste Truck
13 Driver III responsible for fueling all Solid Waste equipment at the Cedar Hills Landfill and outgoing
14 sites shall consist of five (5) consecutive days of eight (8) hours each day (5-8), exclusive of the meal
15 period, scheduled Monday through Friday.

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

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

23 **D. Third Shift for Transfer Station Operators.** The County may establish a third
24 shift for Transfer Station Operators. The normal work schedule shall start between 9:00 p.m. and
25 5:59 a.m. for full-time Transfer Station Operators regularly assigned to a third shift.

26 **E.** Regular employees will be paid a second and/or third shift premium for the actual
27 hours worked after 8:00 p.m. for a Transfer Station Operator or 6:00 p.m. for a Truck Driver. A
28 regular employee backfilling for a full-time employee assigned to a second or third shift will receive

1 the shift premium for that shift.

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

4 2. King County will evaluate cost savings that result from changes in hours
5 and/or days of operation on a quarterly basis.

6 3. King County agrees to establish and charter a Labor Management
7 Committee with Local 174 whose primary purpose is to investigate cost savings, suggestions and
8 other related issues.

9 4. King County will have an ongoing analysis of new revenue resulting from
10 the new Regional Project fees on a quarterly basis.

11 5. King County will conduct an ongoing analysis of the labor cost savings
12 within the Teamsters Local 174 represented employees versus other Solid Waste Division employees.

13 6. King County will provide a copy of the quarterly report that will include 2
14 and 4 above to the Union.

15 7. King County will process information requests made by the Union.

16 **F. Second and Third Shifts for Scale Operators.**

17 1. The County may establish a second shift. When the majority of the hours
18 worked by an employee assigned to the second shift are worked after 4 p.m. but before 12 a.m.
19 (midnight), the entire shift worked will be paid a ten percent (10%) shift premium on the employee's
20 base hourly rate of pay.

21 2. The County may establish a third shift. When the majority of the hours
22 worked by an employee assigned to the third shift are worked after 12 a.m. (midnight) but before 6
23 a.m., the entire shift worked will be paid a fifteen percent (15%) shift premium on the employee's
24 base hourly rate of pay.

25 **10.6. 4-10 Schedule.**

26 The County may establish a work schedule of four (4) work days of ten (10) hours each work
27 day, not to exceed forty (40) hours per work week, Monday through Friday. These shifts may or may
28 not be consecutive days. Barring a contrary majority vote of the Transfer Station Operators, the 4/10

1 schedules for Transfer Station Operators will be consecutive days, Monday through Thursday or
2 Tuesday through Friday. This section does not apply to Scale Operators.

3 **10.7. Shift Bidding - Solid Waste Truck Drivers.**

4 A. The annual shift bid will be posted on December 1 through 15 of each year. Bids
5 will be accepted until 4:30 p.m. on December 15. Employees will be informed of the effective date
6 of their bids no later than the last day of December. All shift changes made as a result of the annual
7 bid will be completed prior to the last day of January.

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

12 C. **EXCEPTION:** Effective the first pay period in January 1990, the two (2) Truck
13 Driver II positions at Cedar Hills will be converted to Truck Driver III positions on a 4-10 schedule.
14 The current two (2) employees will remain in these positions and their work preserved until they
15 voluntarily bid out. These two (2) employees' seniority dates will be effective with their dates of hire
16 as Truck Drivers in the Solid Waste Division.

17 **10.8. Shift Bidding - Transfer Station Operators and Scale Operators.**

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

21 B. During the first pay period of each year, there will be a voluntary sign-up period for
22 regular Transfer Station Operators wishing to change stations. The sign-up period shall be open for
23 ten (10) calendar days. The same voluntary sign-up process will be used for Scale Operators.

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

28 D. At the close of the circulation period, the supervisor shall complete the bidding

1 process, by seniority, with those employees who remain on the list.

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

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

6 **10.9. Roads Work-Site Selection Process.**

7 A. Prior to filling a vacant bargaining unit position, regular employees of the
8 bargaining unit will be provided with the first opportunity to transfer into the vacancy. The County
9 determines when a position is vacant and when, and if it will be filled. The most senior employee in
10 the classification will receive the first right of refusal for that position, provided the following
11 conditions are met:

12 1. He/she is qualified to perform the work;

13 2. The transfer does not create an actual or potential legal risk to the County,
14 examples of which include:

15 a. There is no legal restraining order requiring separation of the
16 employee requesting the transfer and one or more members of the planning unit into which the
17 employee wishes to transfer;

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

21 c. There is no reasonable basis to believe that such a transfer will
22 create a hostile work environment or hostile work relationship; and

23 d. The employee is not currently under investigation or on a corrective
24 action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

25 B. Employees can submit or withdraw written requests at any time but will only be
26 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a
27 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as
28 a reminder to employees to submit requests if interested. The advance notification will include the

1 current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and
2 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers
3 will be reviewed and approved by the maintenance operations manager. Requests on file will be
4 reviewed and approved by the maintenance operations manager. Requests on file will be purged
5 annually. An employee who changes work locations through this process cannot participate again for
6 twelve (12) months following the effective date of the transfer.

7 **10.10. Shift Bidding – Parks Truck Driver II.**

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

11 B. During the first pay period of each year, there will be a voluntary sign-up period
12 during which regular Parks Truck Driver IIs may indicate their preferred shift(s). The sign-up period
13 shall be open for ten (10) calendar days.

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

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

17 **10.11. Part-time Regular Truck Drivers and Transfer Station Operators - Solid Waste**
18 **Division.**

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

23 B. Part-time regular employees shall be assigned to work as needed on a 7/10 work
24 schedule with an equal number assigned to both seven (7) day shifts. Initial assignment to shifts "A"
25 and "B" shall be on the basis of seniority. Subsequent calls to work shall be made on the basis of
26 seniority within shift. Employees shall be guaranteed a minimum of four (4) hours for each day
27 assigned to work. Travel time between work locations will be compensated and will be included
28 when calculating the four (4) hour guarantee. Employees are also eligible for mileage reimbursement

1 under Article 9.16 when using their own car when traveling between work locations.

2 C. Part-time regular employees shall not normally work more than seventy (70) hours
3 during any consecutive two (2) week period. Off shift part-time regular employees having sixty (60)
4 hours (sixty-two (62) hours for third person transfer station operators) or less time during the regular
5 scheduled seven (7) days on, will be offered the first opportunity to fill out their seventy (70) hours
6 during a consecutive two (2) weeks period on a rotating basis with the most senior being called first.
7 Any work beyond the seventy (70) hours specified herein shall be offered to regular employees as
8 specified in Article 9.20.

9 **10.12. Special Schedules - Roads, Traffic, Fleet and Parks.**

10 A. Supervisors may change the scheduled hours and provide special schedules for
11 special operations, such as snow removal, flood control, and sanding operations, and other special
12 schedules for special activities or projects.

13 B. Normally at least eight (8) hours advance notice shall be given the employee prior
14 to the commencement of a special schedule or shift change, except in the case where snow removal,
15 flood control, or sanding operations may be anticipated, in which case an "alert" or "stand-by" status
16 advance warning is sufficient.

17 C. When an employee works an "alert" schedule, the employee will receive the first
18 four (4) hours worked at the rate of one and one-half (1-1/2) his/her base rate of pay. The next eight
19 (8) hours worked will be at the employee's regular base rate of pay. Nothing herein guarantees that
20 the employee will work more than eight (8) hours while on an "alert" schedule. The employee will
21 receive sick and vacation leave accruals for the first eight (8) hours worked. Responsibility for the
22 fair administration of the "alert" schedule shall be that of the superintendent of special operations or
23 the superintendent of maintenance.

24 **10.13.** 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 mutual
26 agreement to the matter with Local 174.

27 **10.14.** The County, in order to comply with the law, may change an employee's workweek.
28 The employee who is granted a day off on the normal workweek of the shift shall not be granted an

1 off-shift workday as part of the accommodation unless no part-time regular employees are available
2 to fill available work. The employee may use approved vacation or unpaid leave for the day off
3 granted for this purpose, or may exercise seniority rights by bidding to a work shift that provides for
4 an improved accommodation. Such transfers shall be subject to the Union seniority provisions or
5 must be negotiated by the Union and the County.

6 **10.15.** Except as specifically provided under the written provisions of this Agreement,
7 nothing within this Agreement shall limit the County's rights to assign work, work locations and
8 vehicles.

9 **10.16.** If a Scale Operator is scheduled to work but no work exists, the County must notify
10 the employee at least two (2) hours prior to the beginning of the employee's shift or a four (4) hour
11 minimum pay will be paid.

12 **10.17.** No Scale Operator shall be required to work a shift that begins less than nine (9) hours
13 after the end of a previously worked shift. For regular part-time employees who decline to work such
14 a shift, the hours would not be treated as hours offered.

15 **10.18.** Scale Operators shall be guaranteed a minimum of four (4) hours for each day
16 assigned to work. Travel time between work locations will be compensated and will be included
17 when calculating the four (4) hour minimum. Employees are also eligible for mileage
18 reimbursement, under Article 9.16, when using a personal vehicle to travel between work locations.
19 This section applies to Scale Operator safety meetings.

20 **10.19.** The County will staff at least one (1) Scale Operator at transfer stations when scales
21 are open for business; except at Enumclaw and Vashon when closed to the public.

22 **10.20.** New employees in a training period will be scheduled as needed to complete a training
23 program but will not be scheduled for overtime or to replace an employee in a regularly scheduled
24 shift.

1 **ARTICLE 11: MISCELLANEOUS**

2 11.1. Upon written application, a regular employee elected or appointed to a Teamsters Local
3 174 office that requires all of his/her time shall be given a leave of absence without pay from work,
4 normally not to exceed a period of five (5) years or the period the County permits for military leave,
5 whichever is longer. The employee shall not suffer a loss of bargaining unit seniority rights and shall
6 accumulate same during such leave. Leave may not be approved for more than one employee at a
7 time per Department.

8 A regular employee designated by Teamsters Local 174 to serve on official union business
9 that requires a part of his/her time shall be given a leave of absence without pay from work, provided
10 it can be done without detriment to King County services and at least forty-eight (48) hours written
11 notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority rights
12 and shall accumulate same during such leave.

13 **11.2. Truck Selection - Solid Waste Division.**

14 A. Once individual truck selections have been made by the seniority process, those
15 truck selections shall remain in effect until new trucks are purchased, at which time the process shall
16 repeat again.

17 B. Selection of new equipment by individual drivers shall be accomplished on the
18 basis of seniority, with the most senior driver having first choice of new equipment.

19 C. 7/10 employees, who bid into a different 7/10 position, or into a 7/10 vacant
20 position on the same shift (A shift or B shift), shall have the option of continuing to occupy their
21 current seat or shall accept the vacant seat, which is assigned to that position, with no re-bidding of
22 trucks. 7/10 employees, who bid into the opposite shift (A shift or B shift), or who bid into forty (40)
23 hour shifts, or into forty (40) hour vacant positions, shall accept the vacant seat, which is assigned to
24 that position, with no re-bidding of trucks. Forty (40) hour employees, who bid into different forty
25 (40) hour shifts, or into forty (40) hour vacant positions, shall have the option of continuing to occupy
26 their current seat or shall accept the vacant seat, which is assigned to that position, with no re-bidding
27 of trucks. Forty (40) hour employees who bid into a 7/10 shift, or into a vacant 7/10 position, shall
28 accept the vacant seat, which is assigned to that position with no re-bidding of trucks.

1 **D.** For daily operations, on-shift seniority shall prevail. This vehicle selection process
2 may be completed prior to the start time of the affected work shift. After the start time, trucks may be
3 selected on a first-come, first-choice basis.

4 **11.3. Truck Selection – Roads Division.** Replacement equipment shall be assigned to the
5 same employee whose equipment is being replaced. Prior to filling a vacancy with a transfer or new
6 regular employee, the employees in that work group (as defined in Article 9.19) may select an open
7 truck on the basis of seniority.

8 **11.4.** Transfer Station Operators operate the following equipment in the exercise of their job
9 responsibilities:

10 Compaction Equipment

11 Packer

12 Backhoe

13 Tractor (Goat) to pull trailers

14 and such other equipment as may be required.

15 **11.5. Safety Meetings.** Safety meetings for employees covered under this Agreement shall
16 be conducted according to OSHA and WISHA rules and guidelines. Attendance at meetings will be
17 paid for at a minimum of two (2) hours at the overtime rate for all employees not scheduled for work
18 and who are required to attend the meeting. This section does not apply to Scale Operator safety
19 meetings.

20 **11.6.** No employee will be required or assigned to engage in any work activity involving
21 unsafe conditions of work which are in violation of an applicable statute relating to safety of persons
22 or equipment.

23 **11.7.** Rain gear and boots shall be provided at division expense for any employee whose
24 duties are primarily done outside during inclement weather.

25 **11.8.**

26 **A.** The County shall accept full responsibility of payment of all fines and citations
27 issued to a driver as a result of overloads, littering, or any condition that cannot be attributed to driver
28 error.

1 **B.** In relation to overloaded or defective equipment, the County shall forthwith
2 provide bail, pay all fines and assessments, and compensate employees, at the straight-time rate, for
3 all work missed and shall also pay all necessary lodging, meals, transportation, and attorney defense
4 fees in connection therewith, provided the employee was performing pursuant to County instructions.
5 If as a result of following the County's instructions, in relation to overloaded equipment, employees
6 suffer suspension or revocation of license, the County must also offer to provide continued
7 employment for the period involved at not less than regular earnings.

8 **11.9.** During the term of the Agreement, the Union and the County may participate in a joint
9 labor-management committee. The parties may also agree to establish other kinds of joint
10 committees. The parties are responsible for selecting their participants to the joint committee(s).
11 Under no circumstances shall collective bargaining occur in any committee meeting.

12 **11.10. Drug and Alcohol Testing Policy.**

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

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

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

21 **11.11.** The Union may have one (1) member from each of the six (6) work units listed under
22 Article 14.10, except Fleet, to attend contract negotiations with the County. The employee will suffer
23 no loss of regular, straight-time pay when contract negotiations are held at the same time as the
24 employee's regular scheduled hours of work.

25 **11.12. Contracting Out.** The County shall not contract out work which the members of the
26 Union have historically performed unless it is required by law or is a business necessity due to an
27 emergency situation or to augment the workforce on a short-term, temporary basis. Except for
28 emergency situations, the County shall provide notice to the Union of its intent to contract out and,

1 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under
2 no circumstance shall the County agree to any long-term or permanent contracting out of bargaining
3 unit work. Nothing in this provision shall limit what the County has historically contracted out, and
4 no jobs will be eliminated due to contracting out.

5 **11.13.** As a condition of employment, positions requiring a driver's license must have valid
6 Washington State driver's license and necessary endorsements for the position. The County has the
7 right to check licenses when it deems necessary.

8 **11.14. Loan in-Loan out - Roads Division.**

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

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

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

- 17 1. Temporary employees
- 18 2. Term-limited temporary employees
- 19 3. Regular employees, in reverse seniority order

20 **D.** Employees loaned out to another work group are eligible for scheduled weekend
21 overtime in that work group as long as their regularly scheduled work days are contiguous with the
22 days scheduled to work overtime and/or has worked three (3) days during that week (e.g., an
23 employee loaned out Monday through Wednesday is eligible for overtime scheduled for Saturday and
24 Sunday). An employee, who is not scheduled for weekend overtime work in the loan-out workgroup,
25 remains eligible for scheduled weekend overtime in his/her regularly assigned workgroup. If there is
26 scheduled overtime in both the loan-out group and regularly assigned workgroup, the loan-out group
27 takes precedent.

28 **E.** Employees loaned-out to another work group are eligible for call-outs in that work

1 group. While loaned out to another work group, the employee is no longer considered a member of
2 the work group to which they are regularly assigned for the purposes of call outs, except during an
3 “alert” schedule (Article 10.15), when the employee will be recalled to his/her regularly assigned
4 work group.

5 F. Definition: Loan-out is defined as an employee being temporarily reassigned for
6 more than one (1) day to another work group during which time s/he is required to report to that work
7 site at the beginning of the day and is under the direction of that planning group’s supervisor. (When
8 an employee is loaned for one day or less, he/she reports to and leaves from, his/her regularly
9 assigned work group.)

10 G. When an employee is assigned for one (1) day or less, s/he reports to and leaves
11 from his/her regularly assigned work group. Nothing herein limits the County’s ability to assign
12 vehicles or employees to other work groups for a day or less or to a different crew or pit-site within a
13 workweek. Assignments of one (1) day or less will be based on legitimate business needs, however,
14 the most senior person will be given the first option to be assigned, when relevant factors, including
15 but not limited to location and equipment, are equal.

16 11.15. Nothing herein shall affect the County’s ability to assign work.

17 11.16. Temporary employees shall not be used to supplant regular positions.

18 11.17. **Bulletin Boards.** The County agrees to permit the Union to post Union material on
19 County bulletin boards, provided there is sufficient space beyond what is required by the County for
20 normal operations.

21 11.18. **Fax.** Shop stewards may use the County fax machine to send faxes to local numbers
22 for contract administration purposes on an incidental basis.

23 11.19. **Email.** Shop stewards who have email access may use email for contract
24 administration purposes, provided such use is incidental, consistent with other County policies, and
25 does not interfere with County business. The Union understands that email is not secure or private
26 and is subject to public disclosure laws.

27 11.20. **Payroll.** The Union agrees to the implementation of a bi-weekly payroll schedule at
28 such time that the County Executive so determines, and the County agrees to bargain the effects of

1 such change. The Union understands and agrees that the County will implement MSA Paycode One.

2 **11.21. Solid Waste and Union Partnership.** When invited by the County, the Union's
3 Secretary-Treasurer/designee will meet with the County to address any Solid Waste operational
4 matter.

5 **11.22. Solid Waste Pilot Programs.** Test projects or programs that do not involve
6 mandatory subjects of bargaining, designated by Solid Waste as pilot projects, will be presented to the
7 Union in the following manner: the Union will be notified of pilot projects in writing. Such notice
8 will include a description of the project as well as beginning and ending dates. If either party so
9 requests, the parties will meet to discuss the implementation of the pilot project. If Solid Waste
10 intends to make the pilot permanent at the end of the pilot, it will notify the Union and meet and
11 confer with the Union to discuss the impacts on employees and receive input from the Union.
12 Mandatory subjects of bargaining will be bargained as required by state law.

13 **11.23. Trainer.** The County agrees to bargain the effects of new Solid Waste trainer
14 assignments.

1 **ARTICLE 12: DISCIPLINE AND DISCHARGE**

2 12.1. No regular employee shall be disciplined except for just cause.

3 12.2. As a condition precedent to any suspension or discharge, the County must have given
4 the employee a written reprimand wherein facts forming the grounds of the County's dissatisfaction
5 are clearly set forth. Written reprimands, suspensions or discharges must be given by registered,
6 certified mail or personally with a written acknowledgment of receipt. Copies of all written
7 reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

8 12.3. Letters of reprimand shall be expunged from an employee's personal history file after a
9 period of twelve (12) months.

10 12.4. Written reprimands are not necessary if the grounds are:

- 11 1. Dishonesty – Defined as false or misleading statements made by an employee
12 during the course of an investigation and falsifying an official document.
- 13 2. Harassment and/or discrimination based on a protected status referenced in Article
14 15.
- 15 3. Recklessness – Defined in Black's Law Dictionary.
- 16 4. Unauthorized use of County property, including unauthorized passengers while
17 operating County vehicles.
- 18 5. Possession, sale or use of controlled substances, intoxication or drinking while on
19 duty.
- 20 6. Use of force, fighting or striking another person.
- 21 7. Insubordination, including but not limited to, refusal to follow reasonable orders
22 from management. Use of profanity, in and of itself shall not be considered insubordination. The
23 employees must be advised by their supervisor that their behavior is considered by that supervisor to
24 be insubordinate and given an opportunity to cease and desist prior to any suspension or discharge.
- 25 8. Theft – Defined as stealing time, materials, money or equivalent.

26 12.5. Discharges or suspensions must not be founded on evidence secured directly or
27 indirectly through entrapment. Further, except for surveillance by on duty officers of the law,
28 discharges or suspensions, for reckless driving must not be founded upon evidence secured directly or

1 indirectly through surveillance.

2 **12.6. Notice of intent.**

3 A. Notice of intent to discharge or suspend must be executed within fourteen (14)
4 calendar days of the incident. However, if the County's knowledge is not immediate or if the incident
5 is such that an investigation of the circumstances is required, notice of the County's intent to suspend
6 or discharge must be executed within fourteen (14) calendar days of the time the County acquires
7 knowledge of the incident, or within ten (10) calendar days of the investigation.

8 B. Following the County's notice of intent to suspend or discharge, a Loudermill
9 hearing shall be held within fourteen (14) calendar days of the notice, unless otherwise mutually
10 agreed to by the parties. The final discipline decision shall be rendered within ten (10) calendar days
11 of the hearing, unless otherwise mutually agreed to by the parties.

12 C. In no event shall discipline be imposed if the infraction is more than ninety (90)
13 calendar days following the date of the incident; except, for the infractions listed under Article 12.4,
14 not including insubordination. For the infractions that are exempted by the ninety (90) calendar day
15 limitation, the county shall act on the infraction within a reasonable time period.

16 D. Employees will not be disciplined for off-duty conduct unless such conduct is job
17 related.

18 **12.7.**

19 A. An employee has the right to request an investigation, by the Union, of any written
20 reprimand, suspension or discharge provided such request is made within ten (10) calendar days of
21 receipt of same, otherwise the right to request an investigation is waived. The day of receipt of a
22 written reprimand, suspension or discharge shall be excluded in figuring time. If the last day of the
23 time period listed in this Article falls on a Saturday, Sunday, or holiday, the next following normal
24 day of work shall be considered the last day.

25 B. Grievances arising as a result of any such investigation shall be settled in
26 accordance with the provisions of Article 13, Settlement of Disputes.

1 **ARTICLE 13: SETTLEMENT OF DISPUTES**

2 **13.1. Preamble:**

3 A. The County and the Union recognize the importance of cooperative problem-
4 solving approaches to the resolution of disputes.

5 B. The goal of this process is explore all avenues that could resolve a grievance. Shop
6 stewards and supervisors shall have broad authority to make decisions toward this end provided that
7 such decisions shall not set precedence, establish a practice or, in any way, modify this Agreement.
8 Both the County and the Union agree to empower their supervisors and stewards respectively, and to
9 provide them the necessary training and access to staff resources necessary to implement this process.

10 **13.2.** The right to process and settle grievances, as that term is defined in this Article, is
11 wholly, to the exclusion of any other means available, dependent upon the provisions of this Article.

12 **13.3.** The existing wage structures are not to be subjected to the provisions of this Article for
13 determination or alteration.

14 **13.4.** The Union shall not be required to pursue employee grievances if, in the Union's
15 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any
16 grievance, including hearings and final decisions of an arbitrator, the Union shall be the exclusive
17 representative of the employee(s) covered.

18 **13.5.** Employees, whether Union members or not, shall have no independent unilateral
19 privilege or right to invoke grievance procedures.

20 **13.6.** Probationary, temporary and term-limited temporary employees cannot grieve discipline
21 or discharge.

22 **13.7.** The processing, disposition and/or settlement by and between the Union and the County
23 of any grievance shall, except as provided in Articles 13.1.B and 13.8.A, be absolute and final and
24 binding on the Union and its members, the employee(s) involved and the County.

25 **13.8. Grievance Process.**

26 A. **Filing.** A grievance will be filed in writing with the employee's immediate
27 supervisor within fourteen (14) days of the incident or reasonable first knowledge thereof.

28 Grievances involving discipline will advance directly to STEP 2. All grievances must provide the

1 following information:

- 2 • The date and nature of the occurrence giving rise to the grievance;
- 3 • The Article of the Agreement alleged to be violated;
- 4 • A description of how the Agreement is alleged to have been violated; and
- 5 • The remedy requested.

6 **STEP 1.** The supervisor, employee and Union shall meet within ten (10) days after
7 the grievance is filed to discuss and attempt to resolve the grievance, unless it is mutually agreed that
8 a meeting is not necessary. If a resolution is reached, it must be reduced to writing and signed by the
9 supervisor, employee and Union. Copies of the resolution must be provided to the Division Manager
10 and County Labor Negotiator within ten (10) days after the resolution is agreed upon. The resolution
11 cannot, in any way whatsoever, modify the Agreement. If the grievance is not resolved at STEP 1,
12 the supervisor shall provide a written decision to the Union and the employee within ten (10) days
13 after the STEP 1 meeting. The Union will have ten (10) days following receipt of the supervisor's
14 written decision in which to request a STEP 2 meeting.

15 **STEP 2.** If the grievance was not resolved at STEP 1 or if the grievance involves
16 discipline, the Union may make a written request of the Division Manager for a STEP 2 meeting.
17 The Division Manager, employee and Union shall meet within fourteen (14) days after receipt of the
18 appeal to STEP 2 and attempt to resolve the grievance. If a resolution is reached, it must be reduced
19 to writing and signed by the Division Manager, employee and Union. A copy of the resolution must
20 be provided to County Labor Negotiator. The resolution cannot, in any way whatsoever, modify the
21 Agreement. If the grievance is not resolved at STEP 2, the Division Manager shall provide a written
22 decision to the Union within ten (10) days after the STEP 2 meeting. The Union will have ten (10)
23 days following receipt of the Division Manager's written decision in which to request mediation or
24 arbitration.

25 **B. Grievance Settlement Offers.** Rejected settlement offers made by either side will
26 be of no value, and will not be admissible in any mediation or arbitration. Settlements will not be of
27 any value in the interpretation of this Agreement, nor will settlements be of any value as precedent for
28 the handling of other similar matters unless expressly so stated in writing and approved by the County

1 and the Union.

2 **13.9. Optional Mediation.**

3 A. If the decision at the preceding step has not resolved the grievance, the Union may
4 submit the matter in writing to the Labor Negotiator/designee within ten (10) days of receiving the
5 division manager's/designee's grievance decision in Article 13.8.A. Step 2 above, with a request for
6 mediation. In the event the grievance is not resolved through mediation, the Union may proceed to
7 request arbitration within ten (10) days of concluding the mediation process.

8 **13.10. Arbitration.**

9 A. Should arbitration be requested, it must be done so within ten (10) calendar days of
10 concluding mediation or not later than ten (10) calendar days of receiving the division
11 manager's/designee's grievance decision. The request for arbitration shall be submitted in writing to
12 the Labor Negotiator/designee and it must specify the issue to be arbitrated.

13 B. The parties shall select a third disinterested party to serve as an arbitrator. In the
14 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
15 panel of five (5) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS).
16 Both the County representative and the Union, each alternately striking a name from the list until only
17 one name remains, will select the arbitrator from among the names on the list. The Union shall strike
18 first. An arbitrator must be selected within five (5) days of receiving the list from FMCS.

19 C. Within a reasonable time of the arbitrator's selection, the arbitrator shall hold a
20 hearing. The hearing shall not be public. The arbitrator shall afford the Union and the County liberal
21 rights to present exhibits and other documentary evidence (including affidavits from witnesses) and to
22 examine and cross-examine witnesses. The Union and County may be represented as individually
23 desired. Upon the arbitrator's, or Union's or County's request, and when practicable, the County
24 shall make employees available as witnesses. All employee witnesses shall be free of restraint,
25 interference, coercion, or reprisal. Employee witnesses called by the County shall not lose wages
26 while testifying as a witness. The arbitrator shall have the power to and may, from time to time,
27 provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as
28 agreed by the Union and the County.

1 D. The arbitrator shall be asked to render a decision promptly and the decision of the
2 arbitrator shall be final and binding on both parties. The arbitrator shall retain jurisdiction until the
3 final decision is made, unless otherwise agreed to by the parties. The written decision shall be dated
4 and shall include orderly and concise findings of fact. Copies of the final decision shall be furnished
5 to the Union and County.

6 E. The parties shall require the arbitrator to agree that, by accepting the position of
7 arbitrator, she/he shall abide and be bound by the provisions of this Article. The arbitrator shall have
8 no power to add or subtract from or to disregard, modify or otherwise alter any term of this
9 Agreement or any other agreement(s) between the Union and the County or to negotiate new
10 agreements. The arbitrator's powers are limited to interpretations or a decision concerning
11 appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any,
12 with respect to the issue being arbitrated.

13 F. Failure to abide by the final decision of the Arbitrator shall be a violation of this
14 Agreement. The Union or the County may, if deemed expedient, seek court enforcement of any final
15 decision of the Arbitrator.

16 G. Fees for the arbitrator shall be paid equally by the Union and the County. If the
17 Union and County agree that shorthand, stenotype or other reporter should record the proceedings, the
18 cost incidental thereto shall be shared equally and each shall have access to the record. If the Union
19 or the County provide their own separate means for recording the proceedings, such shall not, as a
20 matter or right, be available to the other. In the event of death or disqualification or unavailability of
21 the arbitrator, a replacement may be made consistent with initial arbitrator appointment provisions
22 and, in such event, no fee shall be due the displaced arbitrator.

23 H. The Union and the County is each responsible for their own costs, fees, and
24 expenses that are related directly or indirectly to the processes of any pre-grievance, grievance,
25 arbitration or mediation as provided under this Article.

26 **13.11. Time Limits.** All time limits set forth in this Article refer to calendar days, excluding
27 Saturdays, Sundays and County recognized holidays. Time limits can be extended upon mutual
28 agreement.

1 **13.12.** The County and the Union agree that to the extent that there is any conflict between a
2 decision of an Arbitrator and a decision of the Public Employment Relations Commission (PERC),
3 the decision of the PERC shall prevail.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 14: SENIORITY**

2 **14.1. Seniority Defined.**

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

4 B. Departmental Seniority is defined as total length of regular service within the
5 department.

6 C. Work Unit Seniority is defined as total length of regular service within the work
7 unit.

8 **14.2.** In the event of reduction-in-force, work unit seniority shall have greater weight than
9 departmental seniority.

10 **14.3.** Where two or more employees have the same seniority within the bargaining unit, then
11 departmental and, if required, County seniority shall apply.

12 **14.4.**

13 A. A regular employee shall be entitled to work unit seniority when such employee
14 shall have completed a probationary period of six (6) consecutive months in a work unit covered by
15 this Agreement.

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

18 C. Employees laid off during their six (6) month probationary period may be recalled
19 to work unit work within ninety (90) calendar days of their layoff, they shall be credited with all days
20 previously worked for purposes of computing work unit seniority as set forth in Article 14.1.C.

21 **14.5.** Seniority rights shall be forfeited for either of the following causes:

22 A. Discharge for any justifiable cause.

23 B. Resignation.

24 **14.6.** Employees shall not suffer a loss of work unit seniority rights and shall accumulate it
25 during the employee's absence caused by industrial illness or injury, or maternity or paternity after
26 sick leave and vacation benefits are exhausted.

27 **14.7.** Except as provided in Articles 11.1 and 6.12.3.C, employees on an approved leave of
28 absence without pay shall not accumulate seniority credits during such absence.

1 **14.8.** When an employee is or has been promoted or transferred from the work unit to another
2 job so as to be excluded from coverage by this Agreement, such employee may be returned to the
3 work unit by the County and he/she shall resume his/her seniority which he/she had as of the date of
4 promotion or transfer; except that such employees outside of the work unit in excess of six (6)
5 months shall not have work unit division seniority restored upon their return to the work unit.

6 **14.9.** Employees laid off shall be recalled in the inverse order of layoff; namely, those laid off
7 last will be recalled first.

8 **14.10. Work Units – Defined.**

- 9 A. Transfer Station Operators: Solid Waste
10 B. Truck Driver III: Solid Waste
11 C. Truck Driver I, II, and III: Roads Services
12 D. Sign and Marking Specialists: All divisions
13 E. Truck Driver II: Parks
14 F. Truck Driver I and III: Fleet
15 G. Scale Operator

16 **14.11. Seniority List.** The County will supply the Union business agent with a seniority list
17 by September 1st of each year. If necessary, the list will be updated quarterly. The list will have the
18 employee's name, classification, work unit seniority, and County seniority.

19 **14.12. Scale Operator Lateral Bumping.** Lateral bumping may occur in the following
20 situations:

- 21 • If a Scale Operator position is eliminated.
22 • If there is a change in shift start time or ending time of greater than one (1) hour
23 (except for regular seasonal changes).
24 • If there is a change in shift start time or ending time of one (1) hour or less and
25 within six (6) months another change is made that alters the original shift start time or ending time by
26 more than one (1) hour (except for regular seasonal changes).
27 • If there is a change in which days of the week the station is open (except for regular
28 seasonal changes).

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

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

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

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

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

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

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

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

1 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 marital status, sexual orientation, national origin, age, sex, or disability.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 16: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained in this Agreement be rendered or
3 declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a
4 court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
5 invalidate the remaining portions of this Agreement hereof; provided, however, upon such
6 invalidation the parties agree immediately to meet and negotiate such parts to provisions affected.
7 The remaining parts or provisions shall remain in full force and effect.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 17.1. The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should the same occur, the Union agrees to take appropriate
8 steps to end such interference. Any concerted action by any employees in the bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred contrary to the provisions of this
10 Agreement. Being absent without authorized leave shall be considered as an automatic resignation.
11 The department head may rescind such a resignation if the employee presents satisfactory reasons for
12 his absence within three (3) calendar days of the date his automatic resignation became effective.

13 17.2. Upon notification in writing by the County to the Union that any of its members are
14 engaged in a work stoppage, the Union shall immediately, in writing, order such members to
15 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
16 In addition, if requested by the County, a responsible official of the Union shall publicly order such
17 employees to cease engaging in such a work stoppage.

18 17.3. Any employee who commits any act prohibited in this Section will be subject in
19 accordance with the County's work rules to the following action or penalties:

- 20 1. Discharge
21 2. Suspension or other disciplinary action as may be applicable to such employee.

22 17.4. No member of the bargaining unit will be disciplined solely for refusing to cross a
23 picket line of a lawful strike that has been sanctioned by Joint Council of Teamsters 28. The Union
24 agrees that nothing under the agreement would limit the County in carrying out its operations and
25 functions in the event that employees exercise this provision and that doing, the Union will not file a
26 grievance or unfair labor practice or take any type of action against the County.

1 **ARTICLE 18: PENSION**

2 **18.1.** Effective January 1, 2007, the County agrees to contribute one dollar (\$1.00) for every
3 hour for which compensation is paid to the Western Conference of Teamsters Pension Trust on behalf
4 of employees within the job classifications represented by Teamsters Local Union 174. Employees
5 have elected to reduce their wage rates in Addendum A by the amount of one dollar (\$1.00) for every
6 compensable hour.

7 **18.2.** The total amount due for each calendar month shall be remitted in a lump sum not later
8 than twenty (20) days after the last business day of the month.

9 **18.3.** The County agrees to abide by the rules established by the trustees of said Trust to
10 facilitate the accurate determination of hours for which contributions are due, prompt and orderly
11 collections and accurate reporting and recording of amounts paid. Upon Union request, a copy of
12 Pension transmittals shall be posted on the bulletin boards.

13 **18.4. Re-opener.** Upon a majority vote of the bargaining unit as directed by the Union, the
14 Union may initiate a re-opener during the term of the Agreement. The re-opener will be limited to
15 negotiating over the possibility of increasing the contributions to the Western Conference of
16 Teamsters Pension Trust/PEER Program.

1 **ARTICLE 19: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. All letters of understanding executed prior to the signature of this Agreement which have
6 not been incorporated into this Agreement are null and void. Therefore, the County and the Union,
7 for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain
8 with respect to any subject or matter not specifically referred to or covered in this Agreement.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**ADDENDUM A
2007 WAGE RATES**

Class Code	MSA Code	PeopleSoft Code	Classification Title	Squared Table Range
8102100	8596	813101	Sign and Marking Specialist I	44
8102200	8597	813202	Sign and Marking Specialist II	47
8102300	8598	813303	Sign and Marking Specialist Lead	51
4102200	8382	413202	Scale Operator - Base Rate	37
4102220	8747	413103	Scale Operator - Cedar Falls	40
4102210	8748	413104	Scale Operator - Cedar Hills	43
9321100	8679	932103	Truck Driver I	44
9321200	8680	932202	Truck Driver II	46
9321300	8681	932301	Truck Driver III	48
9322100	8682	933301	Transfer Station Operator	47

1. Scale Operator classifications are paid at Step 10 of the designated Range.
2. All other classifications utilize Steps 2-4-6-8-10, as follows:

Step	Months
2	0 to 6 months
4	7 to 18 months
6	19 to 30 months
8	31 to 42 months
10	43+ months

3. Employees at Step 2 will progress to Step 4 after completion of probation. Subsequent Step progression will occur annually thereafter.

4. Effective January 1, 2007, any bargaining unit employee who is not at top Step and was hired prior to October 1, 2006 will utilize Steps 2-4-6-10. Such employees at Step A will be placed at Step 2, employees at Step B will be placed at Step 4, and employees at Step C will be placed at Step 6. The calculation of the number of months at each step will not be impacted by the January 1, 2007 move to the Squared Table. Step progression for these employees will occur as follows:

Step	Months
2	0 to 6 months
4	7 to 18 months
6	19 to 30 months
10	31+ months