

AGREEMENT BETWEEN
TEAMSTERS LOCAL 174
AND KING COUNTY

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1 **AGREEMENT BETWEEN**
2 **TEAMSTERS, LOCAL 174**
3 **AND KING COUNTY**
4

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

8 **ARTICLE 1: PURPOSE**

9 **1.1.** The intent and purpose of this Agreement is to promote the continued improvement of
10 the relationship between the County and its employees. The articles of this Agreement set forth the
11 wages, hours, and other working conditions for the bargaining unit employees.

12 **1.2.** All words under this Agreement shall have their ordinary and usual meaning except
13 those words or phrases that have been defined under King County Code (K.C.C.) 3.12, as amended.

14 **1.2.1.** Benefit eligible shall mean those employees in regular, probationary or term-
15 limited temporary positions who receive paid leaves and insured benefits.

16 **1.2.2.** Workweek shall mean the seven (7) consecutive day period defined by the
17 county which is used for determining the FLSA workweek period.

18 **1.2.3.** Work schedule shall mean the number of days an employee is assigned to work
19 or is available for work during a workweek. The seven-ten (7/10) work schedule spans two (2)
20 consecutive workweeks.

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

22 **2.1.** The County recognizes the Union as the exclusive representative of those employees
23 whose job classifications are listed in Addendum A. The Union represents temporary and term-
24 limited temporary employees consistent with Article 13.6.

25 **2.2.** It shall be a condition of employment that all employees covered by this Agreement who
26 are members in good standing as defined by the Union on the effective date of this Agreement shall
27 remain members in good standing or pay an agency fee to the Union. Employees who are not
28 members on the effective date of this Agreement shall, on the thirtieth (30) day following the

1 effective date of this Agreement, become and remain members in good standing in the Union or pay
2 an agency fee to the Union. It shall also be a condition of employment that all employees covered by
3 this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on
4 the thirtieth (30) day following the beginning of such employment, become and remain members in
5 good standing or pay an agency fee to the Union.

6 **2.3.** In accordance with existing law, an employee who holds bona fide religious tenets or
7 beliefs that prohibit the payment of dues and/or fees to union organizations, shall be required, in lieu
8 of periodic dues and fees, to pay sums equal to such dues and fees to a charitable organization
9 mutually agreed on between the employee and the union. Such employee shall also, at the Union's
10 request, be required to furnish proof to the Union on a monthly basis that said sums have been paid to
11 such charitable organization in conformance with the above.

12 **2.4.** All fees and dues paid either to the Union or to charity shall be for non-political
13 purposes.

14 **2.5.** Failure by an employee to abide by the above provisions shall constitute cause for
15 discharge; provided, that when an employee fails to fulfill the above obligation, the Union shall
16 provide the employee and the County with thirty (30) days notification of the Union's intent to
17 initiate discharge action and during this period the employee may make restitution in the amount
18 which is overdue. In the event that restitution is timely made and absent other impediments to good
19 standing, the employee shall be relieved of the discharge notice.

20 **2.6.** Upon receipt of written authorization individually signed by an employee, the County
21 shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-
22 Treasurer of the Union and shall transmit the same to the Union.

23 **2.7.** The Union will indemnify, defend, and hold the County harmless against any claims
24 made and against any suit instituted against the County on account of any check-off of dues for the
25 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the
26 check-off provision upon presentation of proper evidence thereof.

27 **ARTICLE 3: RIGHTS OF MANAGEMENT**

28 The management of the County and the direction of the work force are vested exclusively in

1 the County subject to terms of this Agreement. The County may administer all matters not expressly
2 covered by the language of this Agreement for its duration as the County from time to time may
3 determine.

4 **ARTICLE 4: HOLIDAYS**

5 **4.1.** All regular, probationary and term-limited temporary employees, except those on a 7/10
6 work schedule, shall be granted the following holidays with pay:

7

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

18

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

21 **4.2.** Employees eligible for holiday pay as defined in 4.1 shall receive two (2) additional
22 personal holidays to be administered through the vacation plan. One personal holiday shall be added
23 to the vacation leave bank in the pay-period that includes the first day of October and one personal
24 holiday will be added in the pay-period that includes the first day of November of each year. These
25 days can be used in the same manner as any vacation day earned and can be used by those on a 4/10
26 shift to supplement their holiday pay throughout the calendar year.

27 **4.3.**

28 **A. Road, Parks and Fleet.** Whenever a holiday falls upon a Sunday, the following

1 Monday shall be observed as the holiday. A holiday falling on a Saturday shall be observed on the
2 preceding Friday.

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

11 **C. Employees on a 7/10 Schedule:** holidays are observed on the day they occur.

12 **4.4.** All employees may be required to work holidays. Except for those employees who are
13 working a 7/10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2) times
14 the employee's regular rate of pay for all hours worked in addition to the regular holiday pay.

15 **4.4.1. Solid Waste and Parks.** Except for those employees who are working a 7/10
16 work schedule, employees scheduled to work on a holiday as listed in 4.1 may request in writing to
17 take the holiday off if such request is submitted no later than three (3) working days prior to the
18 holiday. When the division receives such a request it will solicit volunteers to work the shift in
19 question. At management's discretion, if no volunteer signs up to work such shift, the request may
20 be denied. If there is more than one request from employees in the same classification, the division
21 will deny such requests in inverse order of seniority within that classification.

22 **4.5. Compensation for Holiday.** For regular employees who work a forty (40) hour
23 workweek and are eligible for holiday pay, whenever a holiday occurs during an employee's
24 regularly scheduled workday (5-8 work schedule), such employee shall receive compensation for the
25 holiday on the basis of eight (8) hours of the employee's straight time rate (ten (10) hours for those
26 employees on a "4-10" schedule to a maximum of ninety-six (96) hours per annum). Roads and Fleet
27 Division employees working a 4-10 work schedule may, at the County's discretion, have their work
28 schedule changed to a 5-8 work schedule during a week in which there is a holiday.

1 No employee shall be granted more than ninety-six (96) hours of holiday time in a calendar
2 year including personal holidays as identified in Section 4.2 above.

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

9 **4.7. Scale Operator Holiday Eligibility.** An employee must be in a pay status either the
10 employee's scheduled working day before or the employee's scheduled working day after a holiday
11 in order to receive holiday pay. An employee leaving County employment the day prior to the
12 holiday shall not receive holiday pay.

1 **ARTICLE 5: VACATIONS**

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

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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

28

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

10

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

23 **5.5. Vacation Schedule.**

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

28 **Solid Waste:** The major vacation schedule in the Solid Waste Division shall be determined

1 by seniority bid, with the most senior employee having first bid. The Solid Waste Division shall
2 permit four (4) Transfer Station Operators, six (6) Truck Driver IIIs, three (3) Scale Operators and
3 one (1) Tipper Worker I off on vacation leave at any one time, provided it can be done without
4 detriment to King County services.

5 Vacation preference requests for a period beginning March 1 and ending the last day of
6 February the following year must be received by management no later than February 1. The vacation
7 schedule shall be posted on or before February 15. Vacation requests received after February 1 shall
8 be granted, in the order received, when possible. However, subsequent vacation requests, up to the
9 minimum number allowed in this section, shall not be denied for arbitrary or capricious reasons. In
10 the event of scheduling conflicts within the division, classification seniority will 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. Employees must
17 use vacation leave in excess of the maximum accrual amount on or before the last day of the pay
18 period that includes December 31st of each year. Failure to use vacation leave beyond the maximum
19 accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
20 division director/designee has approved a carryover of such vacation leave because of cyclical
21 workloads, work assignments or other reasons as 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 director/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 11.

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

7 If a regular employee is laid off and subsequently returns to County employment within five
8 (5) years from such lay off, the employee's prior County service shall be counted in determining the
9 vacation leave accrual rate under Article 5.1.

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

17 **5.13. Vacation Accruals.** Vacation accruals shall be posted on the employees pay stub each
18 pay period.

19 **ARTICLE 6: SICK LEAVE**

20 **6.1.** Regular, probationary and term-limited temporary employees shall accrue sick leave
21 benefits at the rate of 0.04616 hours for each hour paid at the straight time rate of pay, up to a
22 maximum of 96 hours per year. The employee is not entitled to sick leave if not previously earned.

23 Regular employees working a 7/10 schedule who were assigned to a 7/10 schedule on or
24 before August 1, 1996 (including Scale Operators) shall accrue sick leave benefits at the rate of
25 .052750 hours for each hour paid at the straight time rate of pay up to a maximum of 96 hours per
26 year.

27 **6.2.** During the first six (6) months of service, employees eligible to accrue vacation leave
28 may, at the division director/designee's discretion, use any accrued days of vacation leave as an

1 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used
2 for sick leave must be reimbursed to the County upon termination.

3 **6.3.** Employees may use sick leave in quarter hour (1/4) increments, at the discretion of the
4 division director/designee.

5 **6.4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
6 employee.

7 **6.5.** The division director/designee is responsible for the proper administration of the sick
8 leave benefit. Verification of illness from a licensed practitioner may be required for any requested
9 sick leave absence.

10 **6.6.** Separation from or termination of County employment shall cancel all sick leave accrued
11 to the employee as of the date of separation or termination. Should a regular employee resign or be
12 laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

13 **6.7.** Employees eligible to accrue sick leave and who have successfully completed at least
14 five (5) years of County service and who retire as a result of length of service or who terminate by
15 reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an
16 amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by the
17 employee's rate of pay in effect upon the date of leaving County employment less mandatory
18 withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary Association
19 (VEBA), this cash out will be subject to those provisions.

20 **6.8. Leave Without Pay for Health Reasons.** An employee must use all of his/her sick
21 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
22 the County's workers compensation program, then the employee has the option to augment or not
23 augment time loss payments with the use of accrued sick leave.

24 **6.9. Leave Without Pay for Family Reasons.** For a leave for family reasons, the employee
25 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
26 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
27 eighty (80) hours of accrued sick leave.

28 **6.10. Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of his/her

1 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
2 by his/her manager/designee.

3 **6.11. Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

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

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

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

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

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

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

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

21 **E.** To care for the employee's eligible child if the child has an illness or health
22 condition which requires treatment or supervision from the employee;

23 **F.** To care for other family members, if:

24 **1.** The employee has been employed by the County for twelve (12) months or
25 more and has worked a minimum of one thousand forty (1040) hours for an employee who works a
26 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7/10 work
27 schedule in the preceding twelve (12) months,

28 **2.** The family member is the employee's spouse or domestic partner, the

1 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
2 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
3 employee, the employee's spouse or domestic partner; and,

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

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

8 b. The care of the employee's child or child of the employee's spouse
9 or domestic partner whose illness or health condition requires treatment or supervision by the
10 employee; or

11 c. Care of a family member who suffers from a serious health
12 condition.

13 G. In accordance with local, state and federal law, including but not limited to the
14 Washington Family Care Act. However, nothing contained herein shall be construed to waive the
15 Union's right to bargain the effects over changes in the law.

16 6.12. **Unpaid Leave.** An employee who has been employed by the County for twelve (12)
17 months or more and has worked a minimum of one thousand forty (1040) hours for an employee who
18 works a 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7/10
19 work schedule in the preceding twelve (12) months, may take a total of up to eighteen (18)
20 workweeks of unpaid leave for his or her own serious health condition and for family reasons as
21 provided in Article 6.11.E and 6.11.F combined, within a rolling twelve (12) month period. The
22 leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in
23 whole or partial days as needed. Intermittent leave is subject to the following conditions:

24 A. **Birth or Adoption.** When a leave is taken after the birth or placement of a child
25 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
26 only if authorized by the employee's manager/designee.

27 B. **Reduced Schedules.** An employee may take leave intermittently or on a reduced
28 schedule when medically necessary due to a serious health condition of the employee or family

1 member of the employee; and

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

7 **6.12.1. Concurrent Time.** Use of donated leave will run concurrently with the
8 eighteen (18) workweek family medical leave entitlement.

9 **6.12.2. Insurance Premiums.** The County will continue its contribution toward
10 health care during any unpaid leave taken under Article 6.12.

11 **6.12.3. Return to Work from Unpaid Leave.** An employee who returns from
12 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
13 provisions, to:

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

15 B. A position with equivalent status, benefits, pay and other terms and
16 conditions of employment; and

17 C. Seniority shall continue to accrue while on approved unpaid leave as
18 provided under Article 6.12.

19 **6.12.4. Failure to Return to Work.** Failure to return to work by the expiration date
20 of the leave of absence may be cause for removal and result in termination of the employee from
21 County service.

22 **6.13. Definition of Child.** For purposes of this Article, a child means a biological, adopted
23 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
24 child, who is under eighteen (18) years of age or is eighteen (18) years of age or older and incapable
25 of self care because of mental or physical disability.

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
5 a 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
23 marrow, 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 per occurrence due to death of a member of his/her immediate family.

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

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

9 **D. Family Defined.** Immediate family means, as used in this article: spouse, child,
10 parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child,
11 parent, sibling, grandparent or grandchild of the spouse or 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.**

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

23 **7.6. Leave Examinations.** An employee eligible for paid leave will be entitled to necessary time
24 off with pay for the purpose of participating in County qualifying or promotional examinations. This will
25 include time required to complete any required interviews.

26 **7.7. Military Leave.** A leave of absence for active military duty or active military training
27 duty will be granted to eligible employees in accordance with applicable provisions of state and/or
28 federal law; provided, that a request for such leave shall be submitted to the manager/designee in

1 writing by the employee and accompanied by a validated copy of military orders ordering such active
2 duty or active training duty.

3 **ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE**

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

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

9 **ARTICLE 9: CLASSIFICATIONS AND COMPENSATION**

10 9.1. The classifications of work, and rates of pay, and step progression for each classification
11 covered by this Agreement shall be as listed under Addendum A. Local 174 may grieve jurisdiction
12 issues related to work performed by the classifications listed under Addendum A, except as limited
13 under Article 13.1.

14 9.2. Effective January 1, 2014, classifications covered by this Agreement shall be paid at the
15 2014 King County Squared Table rates set forth in Addendum A.

16 9.3. Upon ratification, each member of the Bargaining Unit shall receive a lump sum bonus
17 of five hundred (\$500.00) to be paid no later than two pay periods following the full ratification by
18 Metropolitan King County Council.

19 9.3.1. **2015 COLA.** The parties agree that the compensation adjustment for 2015
20 shall be 2.0%.

21 9.3.2. **2016 COLA.** The parties agree that the compensation adjustment for 2016
22 shall be 2.25%.

23 9.3.3. In accordance with the Agreement between King County and the Coalition a
24 flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to
25 bargaining unit members who are employed by King County on June 27, 2014.

26 9.4. Should any other bargaining unit within King County reach a more favorable cost of
27 living increase for 2015 and 2016, Local 174 represented members shall automatically receive the
28 same. This provision will not apply to bargaining units that receive a more favorable wage increase

1 through interest arbitration.

2 **9.5.** Employees who have been laid off in their classification and continue to be employed by
3 King County shall use their total County seniority for placement in the wage progression when
4 recalled to the classification from which they were laid off in accordance with Article 14. It shall be
5 the employee's responsibility to notify the County in writing upon return to their classification if they
6 have not been placed appropriately on the wage progression. Such notification shall take place
7 within forty five (45) days of receipt of their first pay check or the back wages shall be forfeited.

8 **9.6.** For employees hired into classifications with step progression, the initial step placement
9 will be determined by the County.

10 **9.7. Promotional Reclassification.** A regular employee who is promoted from one
11 classification covered by this Agreement to another classification covered by this Agreement, shall be
12 placed into the lowest pay Step of the higher classification which still provides for a wage rate that is
13 higher than that currently being received by the promoted employee, not to exceed the top step of the
14 new classification.

15 **9.8. Demotional Reclassification.** A regular employee who is demoted from one
16 classification covered by this Agreement to another classification covered by this Agreement, shall be
17 placed into the highest pay Step of the lower classification which still provides for a wage rate that is
18 lower than that currently being received by the demoted employee.

19 **9.9. Temporary Positions.** Temporary employees will be paid at the first step of the pay
20 range specified in Addendum A. Temporary employees are not eligible for paid leaves or insured
21 benefits. In the event that the temporary employee exceeds the annual working hour threshold
22 defined in Chapter 3.12 of the K.C.C, he/she may also be entitled to receive additional compensation
23 and also may be eligible to participate in the medical component of the insured benefits plan as
24 provided under the Chapter and subsequent revisions thereof. All Temporary Sign and Marking
25 Specialists shall be hired as Sign and Marking Specialist I's.

26 **9.10. Premium Pay.**

27 **A.** Truck Driver II will receive a premium of two and a half percent (2.5%) per day
28 for operating a vactor truck, operating the concrete mixer truck, pulling a tilt top trailer or pulling a

1 “pony.”

2 **B.** All Sign and Marking Specialists with commercial drivers licenses and hazardous
3 materials endorsements will be paid a premium of two and a half percent (2.5%) per day for using the
4 striper truck and performing striping duties.

5 **C. Solid Waste Fuel Truck Assignment.** Any employee who operates a fuel truck
6 for any part of one day shall be compensated an additional seventy five (\$.75) cents for all hours
7 worked that day. This provision shall go into effect January 1, 2015.

8 **D. Transfer Station Operators Maintenance and Household Hazardous Waste**
9 **Positions.** Employees in the TSO Maintenance or HHW assignments will receive a fifty (\$.50) cent
10 premium for all hours worked. Employees in the TSO Maintenance or HHW assignments for a
11 second consecutive year shall receive an additional one dollar (\$1.00) premium for all hours worked
12 during that second year. Employees in the TSO Maintenance or HHW assignment for three or more
13 consecutive years will receive an additional one dollar and fifty cents (\$1.50) premium for all hours
14 worked during those years. Within thirty (30) days after the implementation of the fully executed
15 contract, the County shall conduct a one-time special bid for these assignments.

16 **9.11. Lead Compensation.** An employee assigned in writing by the manager/designee to be
17 a lead will receive a premium of ten percent (10%) for all time assigned. Leads have responsibility
18 for assigning, tracking, organizing and scheduling. Leads do not make hiring decisions, establish job
19 performance standards or effectively recommend or participate in disciplining employees. Assigned
20 Leads shall be paid weekly a minimum of one (1) hour for any required “transitional”
21 communications.

22 **9.12. Scale Operator Leads Cell Phone/Pager.** All designated Scale Operator Leads
23 required in writing to carry pagers or cell phones during their normally scheduled time off shall be
24 compensated at the hourly rate of \$2.00 (two dollars) for all time spent while so assigned and not
25 receiving other compensation. Assigned work from home will be paid at a minimum of fifteen (15)
26 minutes, in fifteen (15) minute increments.

27 **9.13. Overtime.**

28 **A.** No employee shall have his/her work schedule altered for the sole purpose of

1 avoiding the payment of overtime. No employee shall be required to work on his/her scheduled day
2 off in lieu of his scheduled workday. Nothing herein shall be construed as meaning that an employee
3 shall receive overtime pay for Saturday or Sunday work when such work is performed on his/her
4 scheduled workday.

5 **B.** Employees on a 5-8 schedule who are required to work beyond eight (8) hours a
6 day at the direction of their supervisor shall be compensated at the rate of one and one-half (1-1/2)
7 times the employee's regular hourly rate of pay for time worked in excess of eight (8) hours per day
8 or forty (40) hours per workweek. Employees on a 4/10 schedule who are required to work beyond
9 ten (10) hours a day at the direction of their supervisor shall be compensated at a rate of one-and-one-
10 half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten (10) hours per
11 day or forty (40) hours per workweek. Employees on a 7/10 schedule who are required to work
12 beyond ten (10) hours a day at the direction of their supervisor shall be compensated at the rate of
13 one-and-one-half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten
14 (10) hours per day or forty (40) hours per workweek.

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

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

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

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

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

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

1 June.

2 5. Assigned mandatory shifts will not be cancelled or reduced more than 24
3 hours after the time of assignment except by mutual agreement between the employee and the
4 County.

5 **9.13.1. Overtime Thresholds.** For the purposes of this Agreement, all regular
6 straight-time compensated hours will be used for the purposes of determining overtime thresholds.

7 **9.14. Call Out.**

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

11 B. In the event an employee is called out within four (4) hours of his/her regularly
12 scheduled start time, she/he will be paid at the overtime rate of pay for the actual time between the
13 call out and the start time.

14 C. A "callout" will be defined as a circumstance where an employee has left the work
15 premises and is subsequently required to report back to work prior to his/her normally scheduled
16 shift.

17 **9.15. Signs and Marking Stand-by.** Employees assigned to be on stand-by shall receive
18 \$1.50 per hour for each hour required to be on stand-by. Employees shall be required to be available
19 for any call when on stand-by. When called out on stand-by, the employee shall receive call out pay
20 as identified in Article 9.14 (except that the minimum shall be three (3) hours unless the County
21 determines more employees are needed then the minimum shall be 4 hours and the standby employee
22 shall receive no less compensation than the additional employee(s) called in).

23 **9.16. Shift Premium Pay.**

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

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

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

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

3 E. Employees who work a 7/10 work schedule will receive a shift differential of
4 14.3%.

5 F. Sections A and B above do not apply to Scale Operator classifications.

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

8 **9.17. Personal Vehicle.** All employees who have been authorized to use their own
9 transportation on County business shall be reimbursed at the mileage rate established by County
10 ordinance in effect at the time of reimbursement, as it may be amended.

11 **9.18. Bus Pass.**

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

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

18 **9.19. Emergency Work.** Emergency work, at other than the normal scheduled working
19 hours or special scheduled working hours not enumerated in this Article, will be compensated as
20 overtime. In the event this overtime work is accomplished prior to the normal working hours and the
21 employee subsequently works his/her regular shift, his/her regular shift shall be compensated at
22 regular time.

23 **9.20. Scheduled Overtime – Roads and Parks Divisions.** Scheduled overtime work, which
24 may be required and is generally scheduled on weekends and holidays, shall first be offered to
25 employees on a rotating seniority basis within the work group.

26 **9.20.1. Roads Division.** For work groups in which there is more than one pit-site, the
27 overtime shall first be offered to employees on a rotating basis within the pit-site, then to the entire
28 work group. If the overtime is a continuation of work previously started by a particular crew within a

1 work group, the overtime will first be offered to employees on a rotating seniority basis within the
2 crew, then to the work group as described above. A work group is defined as a maintenance division
3 or an entire crew operating out of the central shop, i.e., drainage crew, bridge crew, etc.

4 **9.21. Solid Waste Division Off Shift Work.** Employees who desire to work on their off-
5 shift shall indicate their availability and shall be offered such work if available in order of seniority
6 on a rotating basis. Employees shall only be included in this rotation after completing training.

7 **9.21.1. Scale Operators Off Shift Work.** Work shall be scheduled the Saturday
8 prior to the next week beginning on Monday, except in case of necessity arising at a later time. If any
9 employee who has indicated availability for work on their off shift is missed for work assigned, due
10 to a good faith error on the County's part, the employee may request and shall receive the next
11 available opportunity to work an amount of hours equal to or greater than the hours missed. Hours so
12 assigned shall be at the same rate of pay as hours missed. If the employee is not available for the first
13 available opportunity a second opportunity shall be provided.

14 **9.21.2. Lead Off-Shift Work.** An employee designated as Lead must select available
15 off-shift lead assignments before selecting other off-shift assignments.

16 a. Scale Operators. Each lead off-shift overtime offer after the Saturday
17 scheduling will count as one (1) pass on the overtime wheel for that off-shift week.

18 b. Truck Drivers. Each lead off-shift overtime assignment will count as one
19 (1) pass on the overtime wheel.

20 **9.21.3.** The parties mutually agree that they will convene within ninety (90) days of
21 ratification to discuss revising TDIII overtime/make up procedures to address issues regarding when
22 an employee fails to work an accepted overtime assignment.

23 a. The County and the Union each will appoint up to three (3) people to
24 participate on the committee, with the goal of appointing people who are committed to reviewing
25 data and providing objective feedback.

26 b. The committee will meet as needed, with the goal of reaching an agreement
27 on the procedures referenced by August 31, 2014.

28 c. In the event the parties are unable to reach an agreement the Union reserves

1 the right to grieve any perceived violations.

2 **9.22. Ferry Tickets.** Ferry tickets shall be provided for assignments on Vashon Island.

3 **9.23. Hazardous Materials Endorsement.** The County agrees to reimburse for costs of the
4 fingerprinting and background check, the test, and the endorsement fee for a Commercial Drivers
5 License hazardous materials endorsement and the time spent for fingerprinting and testing if the
6 employee is required in writing by the Division to obtain such endorsement.

7 **9.24. Compensatory Time.** The accrual and use of compensatory time shall be administered
8 consistent with King County Personnel Rules.

9 **9.25. Trainer(s) in Solid Waste.** When an employee is assigned in writing to provide
10 training, that employee will be paid ten percent (10%) above his/her regular hourly rate for the hours
11 spent training. Prior to implementing a selection process for new trainers, the Division and the Union
12 will jointly develop trainer selection and removal criteria. Current trainers will continue as such until
13 a selection process has been agreed upon.

14 **9.26. Tipper Workers.** If a regularly assigned tipper worker is absent for a full day then the
15 assignment shall first be offered to tipper employees in overtime status then to TDIIIs who have
16 completed the tipper worker training offered by the County. The tipper assignment for TDIIIs shall
17 be treated similar to an assignment off the special hauls list.

18 **9.27.** The Employer may change an employee's work shift and/or work schedule for the
19 purpose of a transitional (Light Duty) Assignment. Employees will receive premium pay in
20 accordance to the shift they are assigned to while on Transitional Duty.

21 **9.28.** The Signs and Marking, Roads and Parks employees will be treated the same as the
22 TDIII's and TSO's in the Solid Waste Division as it pertains to the remedy for missed overtime
23 opportunities. Any operational concerns regarding the application of the overtime wheel will be
24 discussed in Labor Management Committee.

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

26 **10.1. Hours of Work.** The standard work schedule shall consist of five (5) consecutive
27 standard workdays not to exceed eight (8) hours each day (5-8), exclusive of meal periods and not to
28 exceed forty (40) hours per week, Monday through Friday inclusive. The working hours of each day

1 shall normally be between 6:00 a.m. and 6:00 p.m.

2 **10.2. Transfer Station Operators, Scale Operators and Tipper Worker I's Work**
3 **Schedules.**

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

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

13 **10.3. Solid Waste Truck Driver Work Schedules**

14 A. The standard work schedule for Truck Driver III's shall consist of seven (7)
15 consecutive work days of ten (10) hours each day (7/10), exclusive of lunch periods, followed by
16 seven (7) days off, scheduled Monday through Sunday. The working hours of each day shall
17 normally be between the hours of 4:00 a.m. and 6:00 p.m.

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

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

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

28 **10.4. Second and Third Shifts.**

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

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

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

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

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

18 1. The County may establish a second shift consisting of five (5) consecutive
19 days of eight (8) hours each day (5-8), scheduled Monday through Friday. When the majority of the
20 hours worked by an employee assigned to the second shift are worked after 4:00 p.m. but before
21 12:00 a.m. (midnight), the entire shift worked will be paid a ten percent (10%) shift premium.

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

26 **10.5. 4-10 Schedule**

27 The County may establish a work schedule of four (4) work days of ten (10) hours each work
28 day, not to exceed forty (40) hours per work week, Monday through Friday. These shifts may or may

1 not be consecutive days. Barring a contrary majority vote of the Transfer Station Operators, the 4/10
2 schedules for Transfer Station Operators will be consecutive days, Monday through Thursday or
3 Tuesday through Friday. This section does not apply to Scale Operators or Solid Waste Truck Driver
4 III's.

5 **10.5.1. Roads and Parks 4-10 Schedule.** The County may establish a work schedule
6 of four (4) work days of ten (10) hours each work day, Monday through Friday. The Union and the
7 County shall discuss the 4/10 schedule at the LMC annually, no later than March. This schedule,
8 when implemented, shall generally be implemented beginning with the workweek that includes
9 Memorial Day and concludes with the workweek that includes Labor Day. Any deviation from this
10 schedule shall be accompanied with thirty days notice and/or based on mutual agreement between the
11 County and the Union.

12 **10.6. Shift Bidding - Solid Waste Truck Drivers and Tipper Worker I.**

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

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

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

1 **10.7. Transfer Station Operators and Scale Operators.**

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

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

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

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

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

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

20 **10.8. Roads Work-Site Selection Process.**

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

- 26 1. He/she is qualified to perform the work;
- 27 2. The transfer does not create an actual or potential legal risk to the County,

28 examples of which include:

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

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

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

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

11 B. Employees can submit or withdraw written requests at any time but will only be
12 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a
13 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as
14 a reminder to employees to submit requests if interested. The advance notification will include the
15 current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and
16 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers
17 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
18 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
19 will be purged annually. An employee who changes work locations through this process cannot
20 participate again for twelve (12) months following the effective date of the transfer.

21 **10.9. Parks Truck Driver II.**

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

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

28 C. At the close of the sign-up period, the supervisor shall complete the bidding

1 process by seniority.

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

3 **10.10. Regular Part Time Solid Waste Division.**

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

8 B. Regular part-time employees shall be assigned to work as needed on a 7/10 work
9 schedule with an equal number assigned to both seven (7) day shifts. Initial assignment to shifts "A"
10 and "B" shall be on the basis of seniority. Subsequent calls to work shall be made on the basis of
11 seniority within shift. Employees shall be guaranteed a minimum of four (4) hours for each day
12 assigned to work. Regular part-time Scale Operators shall select on-shift assignments on the basis of
13 seniority with the longest remaining shift(s) being covered by the least senior employee(s) prior to
14 assigning any remaining shift(s) to the overtime wheel. The County reserves the right to assign work
15 as needed for Scale Operators, in inverse order of seniority, without restriction as to location of
16 assignment, day of assignment, shift (day, second, third) or work performed. Travel time between
17 work locations will be compensated and will be included when calculating the four (4) hour
18 guarantee. Employees are also eligible for mileage reimbursement under Article 9.15 when using
19 their own car when traveling between work locations.

20 C. Regular part-time employees shall not normally work more than seventy (70)
21 hours during any consecutive two (2) week period. Off shift regular part-time employees having
22 sixty (60) hours (sixty-six (66) hours for Scale Operators) or less time during the regular scheduled
23 seven (7) days on, will be offered the first opportunity to fill out their seventy (70) hours during a
24 consecutive two (2) weeks period on a rotating basis with the most senior being called first. If make-
25 up work is offered, but declined by the employee, this shall be treated as hours worked for scheduling
26 purposes. For Scale operators, work that exceeds forty (40) hours in any FLSA workweek shall not
27 be allowed except as described in Section 9.13.B. or unless there are no volunteers to cover the work.
28 Any work beyond the seventy (70) hours specified herein shall be offered to regular employees as

1 specified in Article 9.21.

2 **10.11. Special Schedules - Roads, Traffic, Fleet and Parks.**

3 A. Supervisors may change the scheduled hours and provide special schedules for
4 special operations, such as snow removal, flood control, sanding operations, other operations due to
5 acts of nature, and other special schedules for special activities or projects.

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

10 C. When an employee works an "alert" schedule, the employee will receive the first
11 four (4) hours worked at the rate of one and one-half (1-1/2) his/her base rate of pay. The next eight
12 (8) hours worked will be at the employee's regular base rate of pay. Nothing herein guarantees that
13 the employee will work more than eight (8) hours while on an "alert" schedule. The employee will
14 receive sick and vacation leave accruals for the first eight (8) hours worked. Responsibility for the
15 fair administration of the "alert" schedule shall be that of the superintendent of special operations or
16 the superintendent of maintenance. At the onset of the 12 hour shift the County shall call out the
17 number of drivers necessary and may call drivers prior to their shift up to four (4) hours prior to the
18 start of their shift. For example, employees scheduled for the midnight to noon shift can be called for
19 a qualifying event that is called between 8:00 p.m. and midnight.

20 **10.12.** The County will not institute any additional work schedules or shifts outside of the
21 work schedules and shifts defined under this Article without first negotiating and securing mutual
22 agreement to the matter with Local 174.

23 **10.13.** The County, in order to comply with the law, may change an employee's workweek.
24 The employee who is granted a day off on the normal workweek of the shift shall not be granted an
25 off-shift workday as part of the accommodation unless no regular part-time employees are available
26 to fill available work. The employee may use approved vacation or unpaid leave for the day off
27 granted for this purpose, or may exercise seniority rights by bidding to a work shift that provides for
28 an improved accommodation. Such transfers shall be subject to the Union seniority provisions or

1 must be negotiated by the Union and the County.

2 **10.14.** Except as specifically provided under the written provisions of this Agreement,
3 nothing within this Agreement shall limit the County's rights to assign work, work locations and
4 vehicles.

5 **10.15.** If an employee is scheduled to work but no work exists, the County must notify the
6 employee at least two (2) hours prior to the beginning of the employee's shift or a four (4) hour
7 minimum pay will be paid.

8 **10.16.** No employee shall be required to work a shift that begins less than nine (9) hours after
9 the end of a previously worked shift. For regular part-time employees who decline to work such a
10 shift, the hours would not be treated as hours offered.

11 **10.17.** The County will staff at least one (1) Scale Operator at transfer stations when scales
12 are open for business; except at Enumclaw and Vashon when closed to the public.

13 **10.18.** New employees in a training period will be scheduled as needed to complete a training
14 program but will not be scheduled for overtime or to replace an employee in a regularly scheduled
15 shift.

16 **ARTICLE 11: MISCELLANEOUS**

17 **11.1.** Upon written application, a regular employee elected or appointed to a Teamsters
18 Local 174 office that requires all of his/her time shall be given a leave of absence without pay from
19 work, normally not to exceed a period of five (5) years or the period the County permits for military
20 leave, whichever is longer. The employee shall not suffer a loss of bargaining unit seniority rights
21 and shall accumulate same during such leave. Leave may not be approved for more than one
22 employee at a time per Department.

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

28 **11.2. Truck Selection - Solid Waste Division.**

1 A. Effective December 16 and through the last day of December each year and
2 following a full shift bid, or when new trucks are purchased (excluding specialty trucks), the division
3 will conduct a bid for all trucks beginning with the most senior driver.

4 B. The maximum number of trucks associated with the 7/10 shift shall be one-half
5 (1/2) of the combined A-shift and B-shift, fulltime and RPT total.

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

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

11 **11.3. Truck Selection – Roads Division.** Replacement equipment shall be assigned to the
12 same employee whose equipment is being replaced. Prior to filling a vacancy with a transfer or new
13 regular employee, the employees in that work group (as defined in Article 9.20.1) may select an open
14 truck on the basis of seniority.

15 **11.4.** Transfer Station Operators operate the following equipment in the exercise of their job
16 responsibilities:

17 Compaction Equipment

18 Packer

19 Backhoe

20 Tractor (Goat) to pull trailers

21 and such other equipment as may be required.

22 **11.5. Safety Meetings.** Safety meetings for employees covered under this Agreement shall
23 be conducted according to OSHA and WISHA rules and guidelines. Attendance at meetings will be
24 paid for at a minimum of two (2) hours at the overtime rate for all employees not scheduled for work
25 and who are required to attend the meeting, except for Scale Operators who shall receive a minimum
26 of four (4) hours at the appropriate rate (overtime or straight time) for meetings that occur outside of
27 their regular work hours.

28 **11.6.** No employee will be required or assigned to engage in any work activity involving

1 unsafe conditions of work which are in violation of an applicable statute relating to safety of persons
2 or equipment.

3 **11.7.** Rain gear and boots shall be provided at division expense for any employee whose
4 duties are primarily done outside during inclement weather.

5 **11.8.** In relation to overloaded or defective equipment, littering, or any condition that cannot
6 be attributed to the driver, the County shall accept full responsibility of payment of all fines and
7 citations issued to a driver and shall forthwith provide bail, pay all fines and assessments, and
8 compensate employees, at the straight-time rate, for all work missed and shall also pay all necessary
9 lodging, meals, transportation, and attorney defense fees in connection therewith, provided the
10 employee was performing pursuant to County instructions. If as a result of following the County's
11 instructions, in relation to overloaded equipment, employees suffer suspension or revocation of
12 license, the County must also offer to provide continued employment for the period involved at not
13 less than regular earnings.

14 **11.9. Labor Management.** The Union and the County agree to establish and participate in a
15 joint labor-management committee process to deal jointly with areas of mutual interest. The parties
16 may also agree to establish other kinds of joint committees. The parties are responsible for selecting
17 their participants to the joint committee(s). Under no circumstances shall collective bargaining occur
18 in any committee meeting. Any issues leading to collective bargaining will be conducted in an
19 appropriate manner.

20 **11.9.1.** Labor Management Committees will be established within each division and
21 will include two (2) Transfer Station Operators, two (2) Truck Drivers, one (1) Tipper worker and
22 two (2) Scale Operators within the Solid Waste Division. The LMC within Roads Division will
23 include three (3) Truck Drivers from Roads and one (1) Signs and Markings Technician. The Parks
24 Division LMC will include one (1) Truck Driver from the Parks Department. A reasonable amount
25 of time prior to any scheduled Labor Management Meeting, the parties shall compile an agenda of
26 issues to be discussed. Based on the agenda the parties shall mutually agree as to which work units
27 need to be represented. Meetings will be scheduled as needed, but at least annually, with each party
28 having responsibility for logistics of every other meeting. Members who attend the Labor

1 Management Meeting shall be compensated.

2 **11.9.2.** Topic areas for a Labor Management Committee may include, but are not
3 limited to: Transfer Station Operator shift bid process, employee cost savings suggestions, including
4 those related to work which is currently contracted out by a division; transfer facility days and hours
5 of operation; and Solid Waste Truck Driver III start times and station assignments.

6 **11.9.3.** The County will provide ninety (90) days notice, if possible, but no less than
7 thirty (30) days notice when it intends to change the hours and/or days of its operations.

8 **11.9.4.** The County will process information requests made by the Union as required
9 by law.

10 **11.9.5. County and Union Partnership.** When invited by the County, the Union's
11 Secretary-Treasurer/designee will meet with the County to address any operational matter.

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 eight (8) work units listed
22 under Article 14.10, except Fleet, to attend contract negotiations with the County. The employee will
23 suffer 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.**

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

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

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

9 **11.14. Loan in-Loan out - Roads Division.**

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

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

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

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

21 **D.** Employees loaned out to another work group are eligible for scheduled weekend
22 overtime in that work group as long as their regularly scheduled work hours in that work group total
23 20 hours or more during that week. An employee, who is not scheduled for weekend overtime work
24 in the loan-out workgroup, remains eligible for scheduled weekend overtime in his/her regularly
25 assigned workgroup. If there is scheduled overtime in both the loan-out group and regularly assigned
26 workgroup, the loan-out group takes precedent.

27 **E.** Employees loaned-out to another work group are eligible for call-outs in that work
28 group. While loaned out to another work group, the employee is no longer considered a member of

1 the work group to which they are regularly assigned for the purposes of call outs, except during an
2 “alert” schedule (Article 10.11), when the employee will be recalled to his/her regularly assigned
3 work group.

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

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

13 11.15. Temporary employees shall not be used to supplant regular positions.

14 11.16. **Bulletin Boards.** The County agrees to permit the Union to post Union material on
15 County bulletin boards, provided there is sufficient space beyond what is required by the County for
16 normal operations.

17 11.17. **Fax.** Shop stewards may use the County fax machine to send faxes to local numbers
18 for contract administration purposes on an incidental basis.

19 11.18. **Email.** Shop stewards who have email access may use email for contract
20 administration purposes, provided such use is incidental, consistent with other County policies, and
21 does not interfere with County business. The Union understands that email is not secure or private
22 and is subject to public disclosure laws.

23 11.19. **Safety Gear.**

24 For employees who are required to wear specific safety footwear and/or who want to purchase
25 additional approved safety gear not already provided for by the County, will be reimbursed up to a
26 total of one hundred and fifty dollars (\$150.00) per calendar year, per employee. Employees will be
27 responsible to purchase the required footwear, and submit an Expense Claim Form and receipt.

28 Employees who opt to purchase additional approved gear will submit an Expense Claim Form and

1 receipt.

2 **11.20. Cameras.**

3 A. The County agrees not to solely rely on camera footage as the basis for discipline
4 for a first offense, except in cases where the violation is covered under 12.4 (excluding
5 insubordination, harassment, and discrimination, referencing #2 and #7 in Article 12.4)

6 B. The County expressly agrees that any real time viewing is for operational reasons
7 and will not be used for surveillance of employees for the purpose of disciplinary action.

8 C. The County will not request copies of camera footage from IT for the purpose of
9 disciplinary action unless it has a documented good-faith reason to do so, based upon a reasonable
10 suspicion an employee has committed an offense that could result in discipline. The County agrees
11 not to request or view camera footage, without any other evidence, involving an employee who may
12 have committed a violation of some rule or policy which could result in disciplinary action (no
13 fishing expeditions). The County is prohibited from requesting camera footage based on a complaint
14 by a co-worker unless the incident rises to the level of an offense covered by Article 12.4. The
15 Employee and Labor Relations Representative for the Division must approve any such request.

16 D. If the County is aware of and is intending to use camera footage as defined in (A)
17 and (C) in an investigation, the employee and the Union shall have the right to view the camera
18 footage before an investigatory interview. If the County refuses to show the employee and the Union
19 the camera footage upon request before conducting an investigatory interview, the camera footage
20 shall not be used as evidence in any manner related to discipline. Furthermore, the camera footage
21 also shall not be used as evidence under just cause and may not be introduced as evidence during any
22 step of the grievance procedure, including arbitration.

23 E. The County agrees to comply with requests from the Union for camera footage
24 where discipline or the potential to issue discipline exists.

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

27 G. The timelines addressed in 12.6 shall apply to the use of camera recordings as
28 well.

1 **ARTICLE 12: DISCIPLINE AND DISCHARGE**

2 12.1. No regular employee shall be disciplined except for just cause. Employees will not be
3 disciplined for off-duty conduct unless such conduct is job related.

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

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

11 12.4. Written reprimands are not necessary if the grounds are:

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

15 2. Harassment and/or discrimination based on a protected status referenced in
16 Article 15.

17 3. Recklessness – Defined in Black's Law Dictionary.

18 4. Unauthorized use of County property, including unauthorized passengers while
19 operating County vehicles.

20 5. Possession, sale or use of controlled substances intoxication or drinking while on
21 duty.

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

23 7. Insubordination, including but not limited to, refusal to follow reasonable orders
24 from management. Use of profanity, in and of itself shall not be considered insubordination. The
25 employees must be advised by the supervisor that their behavior is considered to be insubordinate and
26 given an opportunity to cease and desist prior to any suspension or discharge. If the supervisor is not
27 known to the employee, the supervisor must identify himself/herself to the employee prior to any
28 claim of insubordination.

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

2 12.5. Discharges or suspensions must not be founded on evidence secured directly or
3 indirectly through entrapment. Further, except for surveillance by on duty officers of the law,
4 discharges or suspensions, for reckless driving must not be founded upon evidence secured directly or
5 indirectly through surveillance.

6 12.6. **Notice of Intent.** All time limits set forth in this Section that refer to working days,
7 shall include Monday through Friday and exclude all County recognized holidays.

8 A. Written reprimands and notice of intent to discharge or suspend must be executed
9 within ten (10) working days of the incident. However, if the County’s knowledge is not immediate
10 or if the incident is such that an investigation of the circumstances is required, written reprimands and
11 notice of the County’s intent to suspend or discharge must be executed within ten (10) working days
12 of the time the County acquires knowledge of the incident, or within ten (10) working days of the
13 investigation. Investigations shall be initiated within ten (10) working days of knowledge of the
14 incident.

15 B. Following the County’s notice of intent to suspend or discharge, a Loudermill
16 hearing shall be held within ten (10) working days of the notice, unless otherwise mutually agreed to
17 by the parties. The final discipline decision shall normally be rendered within ten (10) working days
18 of the hearing, unless otherwise mutually agreed to by the parties.

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

23 12.7.

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

1 business day shall be considered the last day.

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

4 **ARTICLE 13: SETTLEMENT OF DISPUTES**

5 **13.1. Preamble:**

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

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

14 **13.2.** The right to process and settle grievances is wholly, to the exclusion of any other means
15 available, dependent upon the provisions of this Article.

16 **13.3.** The existing wage structures are not to be subjected to the provisions of this Article for
17 determination or alteration.

18 **13.4.** The Union shall not be required to pursue employee grievances if, in the Union's
19 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any
20 grievance, including hearings and final decisions of an arbitrator, the Union shall be the exclusive
21 representative of the employee(s) covered.

22 **13.5.** Employees, whether Union members or not, shall have no independent unilateral
23 privilege or right to invoke grievance procedures.

24 **13.6.** Probationary, temporary and term-limited temporary employees cannot grieve
25 discipline or discharge.

26 **13.7.** The processing, disposition and/or settlement by and between the Union and the County
27 of any grievance shall, except as provided in Articles 13.1.B , be absolute and final and binding on
28 the Union and its members, the employee(s) involved and the County.

1 **13.8. Grievance Process.**

2 **A. Filing.** A grievance will be filed in writing with the employee's immediate
3 supervisor within fifteen (15) days of the incident or reasonable first knowledge thereof. Grievances
4 involving discipline will advance directly to Step 2. All grievances must provide the following
5 information:

- 6 • The date and nature of the occurrence giving rise to the grievance;
- 7 • The Article of the Agreement alleged to be violated;
- 8 • A description of how the Agreement is alleged to have been violated; and
- 9 • The remedy requested.

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

19 **Step 2.** If the grievance was not resolved at Step 1 or if the grievance involves
20 discipline, the Union may make a written request of the Division Director for a Step 2 meeting. The
21 Division Director, employee and Union shall meet within fifteen (15) days after receipt of the appeal
22 to Step 2 and attempt to resolve the grievance. If a resolution is reached, it must be reduced to
23 writing and signed by the Division Director, employee and Union. A copy of the resolution must be
24 provided to County Labor Negotiator. The resolution cannot, in any way whatsoever, modify the
25 Agreement. If the grievance is not resolved at Step 2, the Division Director shall provide a written
26 decision to the Union within ten (10) days after the Step 2 meeting. The Union will have ten (10)
27 days following receipt of the Division Director's written decision in which to request a Step 3
28 meeting.

Step 3. If the grievance was not resolved at Step 2, the Union may make a written

1 request of the Director of Labor Relations/designee for a Step 3 meeting. The Director of Labor
2 Relations/designee shall meet within ten (10) days after receipt of the appeal to Step 3 and attempt to
3 resolve the grievance. The Director of Labor Relations/designee shall provide a written decision to
4 the Union within ten (10) days after the Step 3 meeting. The Director of Labor Relations/designee
5 shall have full authority to resolve the dispute. In the event the dispute is not resolved by the Director
6 of Labor Relations/designee the Union will have ten (10) days following receipt of the written
7 decision in which to request mediation or arbitration.

8 **B. Grievance Settlement Offers.** Rejected settlement offers made by either side will
9 be of no value, and will not be admissible in any mediation or arbitration.

10 **13.9. Optional Mediation.**

11 If the decision at the Step 3 has not resolved the grievance, the Union may submit the matter
12 in writing to the Labor Negotiator/designee within ten (10) days of receiving the Director of Labor
13 Relations grievance decision in Article 13.8.A. Step 3 above, with a request for mediation. In the
14 event the grievance is not resolved through mediation, the Union may proceed to request arbitration
15 within ten (10) days of concluding the mediation process.

16 **13.10. Arbitration.**

17 **A.** Should arbitration be requested, it must be done so within ten (10) working days of
18 concluding mediation or not later than ten (10) working days of receiving the Director of Labor
19 Relations grievance decision. The request for arbitration shall be submitted in writing to the Labor
20 Negotiator/designee and it must specify the issue to be arbitrated.

21 **B.** The parties shall select a third disinterested party to serve as an arbitrator. In the
22 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from
23 a panel of nine (9) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS).
24 Both the County representative and the Union, will each alternately strike a name from the list until
25 only one name remains. The party who strikes first shall be determined by a coin flip. An arbitrator
26 must be selected within five (5) days of receiving the list from FMCS.

27 **C.** Within a reasonable time of the arbitrator's selection, the arbitrator shall hold a
28 hearing. The hearing shall not be public. The arbitrator shall afford the Union and the County liberal

1 rights to present exhibits and other documentary evidence (including affidavits from witnesses) and
2 to examine and cross-examine witnesses. The Union and County may be represented as individually
3 desired. Upon the arbitrator's, or Union's or County's request, and when practicable, the County
4 shall make employees available as witnesses. All witnesses shall be free of restraint, interference,
5 coercion, or reprisal. Employee witnesses called by the County shall not lose wages while testifying
6 as a witness. The arbitrator shall have the power to and may, from time to time, provide reasonable
7 continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union
8 and the County.

9 **D.** The arbitrator shall be asked to render a decision promptly and the decision of the
10 arbitrator shall be final and binding on both parties. The arbitrator shall retain jurisdiction until the
11 final decision is made, unless otherwise agreed to by the parties. The written decision shall be dated
12 and shall include orderly and concise findings of fact. Copies of the final decision shall be furnished
13 to the Union and County.

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

21 **F.** Failure to abide by the final decision of the Director of Labor Relations or
22 Arbitrator shall be a violation of this Agreement. The Union or the County may, if deemed
23 expedient, seek court enforcement of any final decision of the Arbitrator.

24 **G.** Fees for the arbitrator shall be paid equally by the Union and the County. If the
25 Union and County agree that shorthand, stenotype or other reporter should record the proceedings,
26 the cost incidental thereto shall be shared equally and each shall have access to the record. If the
27 Union or the County provide their own separate means for recording the proceedings, such shall not,
28 as a matter or right, be available to the other. In the event of death or disqualification or

1 unavailability of the arbitrator, a replacement may be made consistent with initial arbitrator
2 appointment provisions and, in such event, no fee shall be due the displaced arbitrator.

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

6 **13.11. Time Limits.** All time limits set forth in this Article refer to working days, which
7 shall include Monday through Friday and exclude all County recognized holidays. Time limits can
8 be extended upon mutual agreement.

9 **13.12.** The County and the Union agree that to the extent that there is any conflict between a
10 decision of an Arbitrator and a decision of the Public Employment Relations Commission (PERC),
11 the decision of the PERC shall prevail.

12 **ARTICLE 14: SENIORITY**

13 **14.1. Seniority Defined.**

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

15 **B.** Departmental Seniority is defined as total length of regular service within the
16 department.

17 **C.** Work Unit Seniority is defined as total length of regular service within the work
18 unit.

19 **14.2.** In the event of reduction-in-force, work unit seniority shall have greater weight than
20 departmental seniority.

21 **14.3.** Where two or more employees have the same seniority within the bargaining unit, then
22 departmental and, if required, County seniority shall apply.

23 **14.4.**

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

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

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

4 **14.5.** Seniority rights shall be forfeited for either of the following causes:

5 A. Discharge for any justifiable cause.

6 B. Resignation.

7 **14.6.** Employees shall not suffer a loss of work unit seniority rights and shall accumulate it
8 during the employee's absence caused by industrial illness or injury, or maternity or paternity after
9 sick leave and vacation benefits are exhausted.

10 **14.7.** When an employee is or has been promoted or transferred from the work unit to another
11 job so as to be excluded from coverage by this Agreement, such employee may be returned to the
12 work unit by the County and he/she shall resume his/her seniority which he/she had as of the date of
13 promotion or transfer; except that such employees outside of the work unit in excess of six (6)
14 months shall not have work unit division seniority restored upon their return to the work unit.

15 **14.8.** Employees laid off shall be recalled in the inverse order of layoff; namely, those laid
16 off last will be recalled first. A laid off employee will be removed from the recall list if the employee
17 fails to accept or report to work after being recalled, if the employee fails to respond to the County's
18 notification of recall or if the employee requests to be removed from the recall list. Former
19 bargaining unit members who are eligible for recall as of July 20, 2014, will continue to have recall
20 rights of indefinite duration, subject to the terms and conditions in this Article. For any bargaining
21 unit member who is laid off and becomes eligible for recall after July 20, 2014, such recall rights,
22 including duration, will be administered pursuant to recall rules as set forth in the King County
23 Personnel Guidelines.

24 **14.9. Work Units – Defined.**

25 A. Transfer Station Operators: Solid Waste

26 B. Truck Driver III: Solid Waste

27 C. Truck Driver I, II, and III: Roads Services

28 D. Sign and Marking Specialists: All divisions

- 1 E. Truck Driver II: Parks
- 2 F. Truck Driver I and III: Fleet
- 3 G. Scale Operator: Solid Waste
- 4 H. Tipper Worker I: Solid Waste

5 **14.10. Seniority List.** The County will supply the Union business agent with a seniority list
6 by September 1st of each year. If necessary, the list will be updated quarterly. The list will have the
7 employee's name, classification, work unit seniority, and County seniority.

8 **14.11. Scale Operator Lateral Bumping.** Lateral bumping may occur in the following
9 situations:

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

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

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

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

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

28 **Step 4.** All affected regular fulltime and regular part-time employees bid for position

1 preferences in order of priority. The supervisor shall provide a formal position list to each affected
2 employee with the notice provided per Step 1 above, which will include all work locations and shifts
3 available for bid.

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

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

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

14 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

15 The County or the Union shall not unlawfully discriminate against any individual with respect
16 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
17 marital status, sexual orientation, national origin, age, sex, or disability. Allegations of unlawful
18 discrimination shall not be a proper subject for adjudication under the arbitration procedure of
19 Article 13 of this Agreement. Grievances involving allegations of discrimination that are not
20 resolved through the grievance procedure of Article 13 may be referred by the grievant to the
21 appropriate government agency.

22 **ARTICLE 16: SAVINGS CLAUSE**

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

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
16 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
17 such 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.

27 **ARTICLE 18: PENSION**

28 18.1. Effective January 1, 2007, the County agrees to contribute one dollar (\$1.00) for every

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

5 **18.2.** The total amount due for each calendar month shall be remitted in a lump sum not later
6 than twenty (20) days after the last business day of the month.

7 **18.3.** The County agrees to abide by the rules established by the trustees of said Trust to
8 facilitate the accurate determination of hours for which contributions are due, prompt and orderly
9 collections and accurate reporting and recording of amounts paid. Upon Union request, a copy of
10 Pension transmittals shall be posted on the bulletin boards.

11 **18.4. Re-opener.** The parties agree that if a majority of a work unit, as defined in
12 Article 14.10, votes to reduce their cost of living adjustment and increase their pension contribution
13 by the same amount in any year, the County and the Union will make the necessary changes.

14 **ARTICLE 19: WAIVER CLAUSE**

15 The parties acknowledge that each has had the unlimited right within the law and the
16 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
17 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
18 Agreement. All letters of understanding and memorandum of understandings must be reviewed
19 during contract negotiations to determine how well they will be carried forward into the next
20 collective bargaining agreement. Therefore, the County and the Union, for the duration of this
21 Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any
22 subject or matter not specifically referred to or covered in this Agreement.

2 **ADDENDUM A**
3 **WAGE RATES**

Job Class Code	PeopleSoft Job Code	Classification Title	Squared Table Range
4102200	413202	Scale Operator - Base Rate	37
4102220	413103	Scale Operator - Cedar Falls	40
4102210	413104	Scale Operator - Cedar Hills	43
8102100	813101	Sign and Marking Specialist I	44
8102200	813202	Sign and Marking Specialist II	47
8102300	813303	Sign and Marking Specialist Lead	51
9322100	933301	Transfer Station Operator	47
9321100	932103	Truck Driver I	44
9321200	932202	Truck Driver II	47
9321300	932301	Truck Driver III	48
9440100	942106	Utility Worker I (Tipper Worker I)	35

13 1. All 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

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15
16
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18
19 2. Employees at Step 2 will progress to Step 4 after completion of probation. Subsequent
20 Step progression will occur annually thereafter.

21 3. Effective January 1, 2007, any bargaining unit employee who is not at top Step and was
22 hired prior to October 1, 2006 will utilize Steps 2-4-6-10. Such employees at Step A will be placed at
23 Step 2, employees at Step B will be placed at Step 4, and employees at Step C will be placed at
24 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