

KENT PULLEN

Greg Nickels
Larry Phillips
Maggi Fimia

July 1, 1998

Introduced By:

Proposed No.:

98-426

ORDINANCE NO. **13241**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and two Letters of Understanding negotiated by and between King County and Teamsters, Local 174, representing employees in the Departments of Transportation, Natural Resources, and Parks and Recreation; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Teamsters, Local 174, representing employees in the departments of transportation, natural resources and parks and recreation and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. The Letters of Understanding negotiated between King County and Teamsters, Local 174, and attached hereto are hereby approved and adopted by this reference and made a part hereof. These Letters of Understanding relate to:

- A. Striper allowance agreement
- B. Application of new Article 10 Section 14 language


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SECTION 3. Terms and conditions of said agreement shall be effective from
January 1, 1998 through and including December 31, 2000.

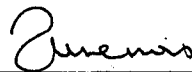
INTRODUCED AND READ for the first time this 13th day of July, 1998.

PASSED by a vote of 10 to 0 this 27th day of July,
1998.

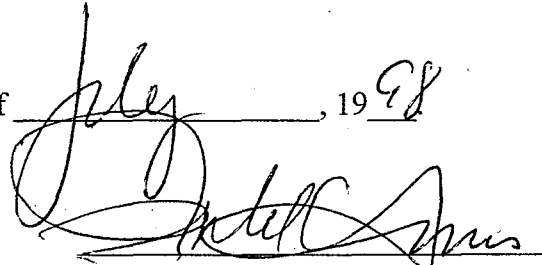
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 28 day of July, 1998


King County Executive

Attachments: Collective Bargaining Agreement

Two Letters of Understanding

AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174 AND KING COUNTY

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ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 2

ARTICLE 3: RIGHTS OF MANAGEMENT 4

ARTICLE 4: HOLIDAYS 5

ARTICLE 5: VACATIONS 7

ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE..... 11

ARTICLE 7: CLASSIFICATIONS & WAGE SCALES 16

ARTICLE 8: HOURS OF WORK & OVERTIME 19

ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS 24

ARTICLE 10: MISCELLANEOUS 25

ARTICLE 11: DISCIPLINE AND DISCHARGE 30

ARTICLE 12: SETTLEMENT OF DISPUTES..... 32

ARTICLE 13: SENIORITY 37

ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY 39

ARTICLE 15: SAVINGS CLAUSE 40

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION..... 41

ARTICLE 17: WAIVER CLAUSE 42

ARTICLE 18: EFFECTIVE DATE AND DURATION 43

ADDENDUM A

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the Union as the exclusive representative of those employees whose job classifications are listed in Addendum A.

Section 2. It shall be a condition of employment that all employees covered by this Agreement who are members in good standing as defined by the Union on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union. Employees whom are not members on the effective date of this Agreement shall, on the thirtieth (30) day following the effective date of this Agreement, become and remain members in good standing in the Union or pay an agency fee to the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing or pay an agency fee to the Union.

Section 3. Any employee who is a member of, and adheres to established and traditional tenets of teachings of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall be required, in lieu of periodic dues and initiation fees, to pay sums equal to such dues and initiation fees to one of the following charitable organizations: Fred Hutchinson Cancer Research Center, Children's Orthopedic Hospital, or the American Heart Association of Washington. Such employee shall also, at the Union's request, be required to furnish proof to the Union on a monthly basis that said sums have been paid to such charitable organization in conformance with the above.

Section 4. Any employee who does not contribute financial support to this Union shall be required to pay all reasonable costs incurred by the Union in the event it processes a grievance on such individual's behalf, including arbitration and court costs.

Section 5. All initiation fees and dues paid either to the Union or to charity shall be for non-political purposes.

Section 6. Failure by an employee to abide by the above provisions shall constitute cause for discharge; provided, that when an employee fails to fulfill the above obligation, the Union shall provide the employee and the County with thirty (30) days notification of the Union's intent to

1 initiate discharge action and during this period the employee may make restitution in the amount
2 which is overdue. In the event that restitution is timely made and absent other impediments to good
3 standing, the employee shall be relieved of the discharge notice.

4 **Section 7.** Upon receipt of written authorization individually signed by an employee, the
5 County shall have deducted from the pay of such employee the amount of dues as certified by the
6 Secretary-Treasurer of the Union and shall transmit the same to the Union.

7 **Section 8.** The Union will indemnify, defend, and hold the County harmless against any
8 claims made and against any suit instituted against the County on account of any check-off of dues
9 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
10 of the check-off provision upon presentation of proper evidence thereof.

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1 ARTICLE 3: RIGHTS OF MANAGEMENT

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

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1 ARTICLE 4: HOLIDAYS

2 **Section 1.** Full-time regular and part-time regular employees except those on a "7 on - 7 off"
3 work schedule, shall be granted the following holidays with pay:

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

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

18 **Section 2.** Whenever a holiday falls upon a Sunday, the following Monday shall be observed
19 as the holiday. A holiday falling on a Saturday shall be observed on the preceding Friday.

20 **Section 3.** All employees may be required to work holidays. Work on a holiday shall be paid
21 at one and one-half (1-1/2) times the employee's regular rate of pay in addition to the regular holiday
22 pay.

23 **Section 4.** Whenever a holiday occurs during a regular employee's regularly scheduled day
24 off, such employee shall receive compensation for the holiday on the basis of eight (8) hours of the
25 employee's straight time rate. [Ten (10) hours for those employees on a "4-10" schedule as defined in
26 Article 8 to a maximum of ninety-six (96) hours per annum.]

27 **Section 5.** Regular employees shall receive two (2) additional personal holidays to be
28 administered through the vacation plan. One (1) day shall be accrued on the first of October and one

1 (1) day on the first of November of each year. These days can be used in the same manner as any
2 vacation day earned.

3 **Section 6.** Regular employees on a "7 on - 7 off" work schedule shall not be entitled to
4 holidays and holiday pay as set forth above but in lieu thereof shall be entitled to three (3) holidays
5 without reduction in pay; namely, Thanksgiving Day (fourth Thursday in November), Christmas Day
6 (December 25) and New Year's Day (January 1). Effective September 1, 1993, employees on a "7 on
7 7 off" work schedule who are required to work on a holiday as set forth in Section 1, will receive
8 time and one-half (1-1/2) of his/her regular rate of pay for all hours worked on the holiday. The
9 holidays will be observed in accordance with Section 2.

10 **Section 7. A.** Part-time regular employees in the Solid Waste Division who are not required
11 to work on a holiday, are to be given ten (10) hours credit as hours worked for the purpose of
12 computing overtime during a holiday week.

13 **B.** Part-time regular employees in the Solid Waste Division will be paid ten (10)
14 hours pay for the holidays of Thanksgiving Day (fourth Thursday in November), Christmas Day
15 (December 25) or New Year's Day (January 1) which fall during their assigned shift.

ARTICLE 5: VACATIONS

Section 1. Beginning August 1, 1996, full-time regular and part-time regular employees shall be eligible to accrue vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table except in those instances expressly provided for in other sections of this Article:

Full Years of Service	Hourly Accrual Rate	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

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

Through end of year 3	.0460
Upon beginning of year 4	.065934
Upon beginning of year 11	.0769
Upon beginning of year 13	.087912
Upon beginning of year 19	(Section 1 Table)

1 **Section 3.** Notwithstanding the schedule in Section 1 above, eligible employees who were
2 employed on or before December 31, 1995, but have not yet completed three (3) full years of service,
3 shall be eligible for the .0577 accrual rate upon completion of the third full year of employment.

4 **Section 4.** Employees eligible for vacation leave shall accrue vacation leave from their date
5 of hire.

6 **Section 5.** Employees shall not be eligible to take or be paid for vacation leave until they
7 have successfully completed their first six (6) months of County service, and if they leave County
8 employment prior to successfully completing their first six (6) months of County service, shall forfeit
9 and not be paid for accrued vacation leave. Full-time regular employees, and part-time regular
10 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
11 accrual amount if they have successfully completed their first six (6) months of County service. . .
12 Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in
13 effect upon the date of leaving County employment less mandatory withholdings.

14 **Section 6.**

15 A. The division manager shall be responsible for establishing a flexible vacation
16 schedule in such a manner as to achieve the most efficient functioning of the division, as well as to
17 allow the maximum number of employees to utilize accrued vacation without detriment to County
18 services. The major vacation schedule in the Solid Waste Division shall be determined by seniority
19 bid, with the most senior employee having first bid. Based on the 1996 staffing level, the Solid
20 Waste Division shall permit three (3) Transfer Station Operators and four (4) TDIII off on vacation
21 leave at any one time. Once the major vacation schedule has been published, all additional vacation
22 requests will be granted on a first come, first-served basis.

23 B. Part-time regular employees may use vacation to fill out their work schedule.

24 **Section 7.** Full-time regular employees may accrue up to sixty (60) days (480 hours)
25 vacation. Part-time regular employees may accrue vacation leave up to sixty (60) days (480 hours)
26 prorated to reflect their normally scheduled workweek. Such employees shall use vacation leave
27 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation
28 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the

1 maximum amount unless the division manager has approved a carryover of such vacation leave
2 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
3 the County.

4 **Section 8.** Employees shall not use or be paid for vacation leave until it has accrued and such
5 use or payment is consistent with the provisions of this Article.

6 **Section 9.** No employee shall work for compensation for the County in any capacity during
7 the time that the employee is on vacation leave.

8 **Section 10.** Employees may use vacation in quarter hour (1/4) increments, at the discretion
9 of the division manager.

10 **Section 11.** In cases of separation from County employment by death, an employee with
11 accrued vacation leave who has successfully completed his or her first six (6) months of County
12 service will have unused vacation leave up to the maximum accrual amount paid to the employee's
13 estate, or, in applicable cases, as provided for by state law, RCW Title II.

14 **Section 12.** If an employee resigns from County employment or is laid off and subsequently
15 returns to County employment within two (2) years from such resignation or lay off, as applicable,
16 the employee's prior County service shall be counted in determining the vacation leave accrual rate
17 under Section 1.

18 **Section 13. Donation of Vacation Leave Hours.**

19 **A.** Any full-time regular employee and part-time regular employee may donate a
20 portion of his/her accrued vacation leave to a full-time regular employee or part-time regular
21 employee. The donation will occur upon written request to and approval of the donating and
22 receiving employees' division manager(s), except that requests for vacation donation made for the
23 purposes of supplementing the sick leave benefits of the receiving employee shall not be denied
24 unless approval would result in a division hardship for the receiving division.

25 **B.** The number of hours donated shall not exceed the donor's accrued vacation credit
26 as of the date of the request. No donation of vacation hours shall be permitted where it would cause
27 the employee receiving the transfer to exceed his or her maximum vacation accrual.

1 C. Donated vacation leave hours must be used within ninety (90) calendar days
2 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
3 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded
4 from vacation leave payoff provisions contained in this Article. For purposes of this Section, the
5 first hours used by an employee shall be accrued vacation leave hours.

6 D. All donations of vacation leave made under this Section are strictly voluntary.
7 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation
8 or benefits in exchange for donating leave hours.

9 E. All vacation hours donated shall be converted to a dollar value based on the
10 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
11 the receiving employee's hourly rate to determine the actual number of hours received. Unused
12 donated vacation shall be reconverted based on the donor's straight time hourly rate at the time of
13 reconversion.

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1 ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE

2 **Section 1.** Full-time regular employees and part-time regular employees shall accrue sick
3 leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. Regular
4 employees assigned to a "7 on - 7 off" schedule as of August 1, 1996, shall accrue sick leave in
5 proportion to the relationship his/her basic work week bears to forty (40) hours. Except that sick
6 leave shall not begin to accrue until the first of the month following the month in which the employee
7 commenced employment. The employee is not entitled to sick leave if not previously earned.

8 **Section 2.** During the first six (6) months of service, employees eligible to accrue vacation
9 leave may, at the division manager's discretion, use any accrued days of vacation leave as an
10 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used
11 for sick leave must be reimbursed to the County upon termination.

12 **Section 3.** Employees may use sick leave in quarter hour (1/4) increments, at the discretion
13 of the division manager.

14 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
15 employee.

16 **Section 5.** Division management is responsible for the proper administration of the sick leave
17 benefit. Verification of illness from a licensed practitioner may be required for any requested sick
18 leave absence.

19 **Section 6.** Separation from or termination of County employment shall cancel all sick leave
20 accrued to the employee as of the date of separation or termination. Should the employee resign or
21 be laid off and return to County employment within two (2) years, accrued sick leave shall be
22 restored.

23 **Section 7.** Employees eligible to accrue sick leave and who have successfully completed at
24 least five (5) years of County service and who retire as a result of length of service or who terminate
25 by reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable,
26 an amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by
27 the employee's rate of pay in effect upon the date of leaving County employment less mandatory
28 withholdings.

1 **Section 8.** Accrued sick leave may be used for the following reasons:

2 **A.** The employee's bona fide illness; provided, that an employee who suffers an
3 occupational illness may not simultaneously collect sick leave and worker's compensation payments
4 in a total amount greater than the net regular pay of the employee;

5 **B.** The employee's incapacitating injury, provided that:

6 **1.** An employee injured on the job may not simultaneously collect sick leave
7 and worker's compensation payments in a total amount greater than the net regular pay of the
8 employee;

9 **2.** An employee may not collect sick leave for physical incapacity due to any
10 injury or occupational illness, which is directly traceable to employment other than with the County.

11 **C.** Exposure to contagious diseases and resulting quarantine.

12 **D.** A female employee's temporary disability caused by or contributed to by
13 pregnancy and childbirth.

14 **E.** The employee's medical, ocular or dental appointments provided that the
15 employee's division manager has approved the use of sick leave for such appointments.

16 **F.** To care for the employee's child or the child of an employee's domestic partner if
17 the following conditions are met:

18 **1.** The child is under the age of eighteen (18);

19 **2.** The employee is the natural parent, stepparent, adoptive parent, legal
20 guardian or other person having legal custody and control of the child;

21 **3.** The employee's child or the child of an employee's domestic partner has a
22 health condition requiring the employee's personal supervision during the hours of his/her absence
23 from work;

24 **4.** The employee actually attends to the child during the absence from work.

25 **G.** Employees shall be entitled to use sick leave in the maximum amount of three (3)
26 days for each instance where such employee is required to care for immediate family members who
27 are seriously ill. There shall be no limit on the use of sick leave to care for children under "F" of this
28 Section.

1 H. Up to one (1) day of sick leave may be used by a male employee for the purpose of
2 being present at the birth of his child.

3 **Section 9.** An employee who has exhausted all of his/her sick leave may use accrued
4 vacation leave as sick leave before going on leave of absence without pay, if approved by the division
5 manager.

6 **Section 10. Donation of Sick Leave Hours.**

7 A. A regular employee may donate a portion of his/her accrued sick leave to a
8 regular employee, upon written notice to the donating and receiving employee's division manager.

9 B. No donation shall be permitted unless the donating employee's sick leave accrual
10 balance immediately subsequent to the donation is one hundred (100) hours or more. No regular
11 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
12 year.

13 C. Donated sick leave hours must be used within ninety (90) calendar days. Donated
14 hours not used within ninety (90) days or due to the death of the receiving employee shall revert to
15 the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
16 contained in this Article, and sick leave restoration provisions contained in this Article. For purposes
17 of this Section, the first hours used by an employee shall be accrued sick leave hours.

18 D. All donations of sick leave are strictly voluntary. Employees are prohibited from
19 soliciting, offering or receiving monetary or any other compensation or benefits in exchange for
20 donating sick leave hours.

21 E. All sick leave hours donated shall be converted to a dollar value based on the
22 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
23 the receiving employee's hourly rate to determine the actual number of hours received. Unused sick
24 leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

1 **Section 11. Organ Donor Leave.**

2 A. The division manager shall allow all regular employees eligible for family leave,
3 sick leave, vacation leave or leave of absence without pay who are voluntarily participating as donors
4 in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
5 transplants, or blood transfusions to take five (5) days paid leave without having such leave charged
6 to family leave, sick leave, vacation leave or leave of absence without pay; provided that the
7 employee shall:

8 1. Give the division manager reasonable advance notice of the need to take
9 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there
10 is a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
11 pain or the eventual death of the identified recipient.

12 2. Provide written proof from an accredited medical institution, organization
13 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
14 tissue or to participate in any other medical procedure where the participation of the donor is unique
15 or critical to a successful outcome.

16 B. Time off from work for the purposes set out above in excess of five (5) working
17 days shall be subject to existing leave policies.

18 **Section 12. Bereavement Leave.**

19 A. Regular employees shall be entitled to three (3) working days of bereavement
20 leave a year, due to death of members of their immediate family.

21 B. Regular employees who have exhausted their bereavement leave shall be entitled
22 to use sick leave in the amount of three (3) days for each instance when death occurs to a member of
23 the employee's immediate family.

24 C. In cases of family care where no sick leave benefit exists, the employee may be
25 granted leave without pay.

26 D. In the application of any of the foregoing provisions, when a holiday or regular
27 day off falls within the prescribed period of absence, it shall not be charged against the employee's
28 sick leave account nor bereavement leave credit.

1 E. For the purposes of this Article, a member of the immediate family is as follows:
2 grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister, son-in-law,
3 daughter-in-law, grandchild, mother-in-law, father-in-law and domestic partner or any relative
4 continually living in the employee's household. Other distant relatives who have resided in the home
5 for at least one (1) year shall also be construed as being members of the immediate family.

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1 ARTICLE 7: CLASSIFICATIONS & WAGE SCALES

2 **Section 1.** The classifications of work and corresponding hourly rates of pay for each
3 classification covered by this Agreement shall be as listed under Addendum A. Local 174 may
4 grieve jurisdiction issues related to work performed by the classifications listed under Addendum A.

5 **Section 2. Cost of living.** The wage rates in effect on December 31 of each year of the
6 Agreement shall be increased by ninety percent (90%) of the percentage increase in the United States
7 City Average Consumer Price Index which occurs during the twelve (12) month period from
8 September, to September; provided however, the percentage increase shall not be less than two
9 percent (2%) nor shall it exceed six percent (6%). The index used shall be the Consumer Price Index
10 for the Urban Wage Earners and Clerical Workers (CPI-W); All items revised Series (1982-84=100),
11 as published by the Bureau of Labor Statistics, United States Department of Labor.

12 * The 40 hour work week is based on 2088 hours per year, and the 35 hour work week is
13 based on 1827 hours per year.

14 **Section 3.** Transfer Station Operators operate the following equipment in the exercise of their
15 job responsibilities:

16 Compaction Equipment - Bow Lake and existing transfer station sites. (i.e. Renton, Algona,
17 Factoria, 1st NE, Houghton, Enumclaw).

18 Log Loader

19 Case 680C Backhoe

20 Tractor (Goat) to pull trailers

21 and such other equipment as may be required.

22 **Section 4.** STEPS A to B, B to C, and C to D are STEP increases which become effective
23 upon completion of the specified months of employment identified within Section 1.

24 **Section 5. Promotional Reclassification.** A regular employee hired after January 1, 1985
25 who is promoted from one classification covered by this Agreement to another classification covered
26 by this Agreement, shall be placed into the lowest pay STEP of the higher classification which still
27 provides for a salary higher than that currently being received by the promoted employee.

1 **Section 6. Demotional Reclassification.** A regular employee hired after January 1, 1985
2 who is demoted from one classification covered by this Agreement to another classification covered
3 by this Agreement, shall be placed into the highest pay STEP of the lower classification which still
4 provides for a salary lower than that currently being received by the demoted employee.

5 **Section 7. Temporary Positions.**

6 A. Temporary employees, except term-limited, will be paid at the first step of the pay
7 range specified in Addendum A. Temporary employees are not eligible for vacation, sick leave,
8 holiday or medical benefits. In lieu of these benefits, temporary employees employed at least half
9 (1/2) time, shall be eligible for compensation at the rate of fifteen percent (15%) of the base hourly
10 wage. In the event that the temporary employee exceeds the calendar year working hour threshold
11 defined in Chapter 3.12 of the King County Code (K.C.C), he/she may also be entitled to receive
12 additional compensation and also may be eligible to participate in the medical component of the
13 insured benefits plan as provided under the Chapter and subsequent revisions thereof.

14 B. Term-limited employees shall be paid in accordance with Addendum A. They also
15 will be eligible for paid leaves and insured benefits under the same conditions as regular employees.

16 **Section 8. Premium Pay.**

17 A. Truck Driver II will receive a fifty cents (\$.50) per hour premium for actual
18 hour(s) operating a vactor truck or pulling a "pony."

19 B. Sign and Marking Technicians will be paid Truck Driver III base hourly rate of
20 pay for actual hours driving a striper truck.

21 **Section 9. Lead Compensation.** The parties agree to reopen the Agreement in the event that
22 the Council passes an ordinance effecting the rate paid to an employee assigned as lead.

23 **Section 10. FLSA.** The parties agree that the County can change the FLSA workweek
24 effecting employees working a 7 on - 7 off schedule to a Friday 12:01 a.m. through Thursday 12:00
25 midnight workweek following the Council passing an ordinance changing the current payroll process
26 to bi-weekly.

27 **Section 11. Payroll.** The parties agree to engage in effects bargaining following the Council
28 passing an ordinance changing the current payroll process to biweekly.

1 **Section 12. Hourly Pay.** The parties agree to negotiate this issue simultaneous with the
2 payroll effects bargaining under Section 10.

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1 **ARTICLE 8: HOURS OF WORK & OVERTIME**

2 **Section 1. Hours of Work.** The standard work week shall consist of five (5) consecutive
3 standard workdays not to exceed eight (8) hours each, exclusive of meal periods, and not to exceed
4 forty (40) hours per week, Monday through Friday inclusive. The working hours of each day shall
5 normally be between 7:00 a.m. and 5:00 p.m., for which the regular hourly rate shall be paid as set
6 forth in Addendum A of this Agreement.

7 **Section 2. Solid Waste Work Schedules.**

8 A. The standard work schedule for employees working in the Solid Waste Division
9 shall consist of seven (7) consecutive workdays of ten (10) hours each, exclusive of lunch periods,
10 followed by seven (7) days off. The working hours of each day shall normally be between the hours
11 of 6:00 a.m. and 8:00 p.m., ten (10) consecutive hours exclusive of lunch periods, for which the
12 regular hourly rate shall be paid as set forth in Addendum A.

13 B. The work week for a third-person Transfer Station Operator at a transfer station
14 shall consist of five (5) consecutive days of eight (8) hours each with regular starting times scheduled
15 Monday through Friday. The working hours of each day shall normally be between the hours of 8:00
16 a.m. and 6:00 p.m., eight (8) consecutive hours, inclusive of lunch periods, for which the forty (40)
17 hour rate shall be paid as set forth in Addendum A of this Agreement.

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

21 **Section 3. Second Shift – Solid Waste Division.**

22 A. **Second Shift Truck Driver III.** The work week for the Solid Waste Truck Driver
23 III responsible for fueling all Solid Waste equipment at the Cedar Hills Landfill and outgoing sites
24 shall consist of five (5) consecutive days of eight (8) hours, exclusive of the meal period, scheduled
25 Monday through Friday.

26 B. **Second Shift Transfer Station Operator.** The work week for employees
27 assigned to the second shift at a transfer station shall consist of five (5) consecutive days of eight (8)
28 hours each scheduled Monday through Friday. The shift will begin at 5:30 p.m. and end at 1:30

1 a.m. for which the thirty-five (35) hour rate shall be paid as set forth in Addendum A of this
2 Agreement. Effective January 1, 1990, second shift Transfer Station Operators will receive a ten
3 percent (10%) premium instead of the thirty-five (35) hour rate. This provision shall not apply to the
4 one current employee as long as she continues second shift work at Factoria.

5 **Section 4. 4-10 Schedule.** Solid Waste Truck Drivers, Parks Department Truck Drivers and
6 Road Division employees who are desirous of working a 4-10 schedule shall be required to work four
7 (4) consecutive days of ten (10) hours each, exclusive of lunch periods, either Monday through
8 Thursday or Tuesday through Friday of each week. The working hours shall normally be between
9 6:00 a.m. and 8:00 p.m.

10 **Section 5. Part-time Regular Employees - Solid Waste Division.**

11 A. Part-time regular employees are defined as employees occupying positions, which
12 may require their services for less than a standard workweek. Employees so defined shall receive the
13 same hourly rate as do their full-time counterparts and will be paid for actual hours worked.

14 B. Part-time regular employees shall be assigned to work as needed on a "7 on - 7
15 off" basis with an equal number assigned to both seven (7) day shifts. Initial assignment to shifts "A"
16 and "B" shall be on the basis of seniority. Subsequent calls to work shall be made on the basis of
17 seniority within shift. Employees shall be guaranteed a minimum of four (4) hours for each day
18 assigned to work. Travel time between work locations will be compensated and will be included
19 when calculating the four (4) hour guarantee. Employees are also eligible for mileage reimbursement
20 under Article 10, Section 2 when traveling between work locations.

21 C. Part-time regular employees shall not normally work more than seventy (70)
22 hours during any two (2) week period. Off shift part-time regular employees having sixty (60) hours
23 (sixty-two (62) hours for third person transfer station operators) or less time during the regular
24 scheduled seven (7) days on, will be offered the first opportunity to fill out their seventy (70) hours
25 for the pay period on a rotating basis with the most senior being called first. Any work beyond the
26 seventy (70) hours specified herein shall be offered to regular employees as specified in Section 10.

27 Off Shift Overtime - Solid Waste Division.
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1 **Section 6. Overtime.**

2 A. No employee shall have his/her work week schedule altered for the purpose of
3 avoiding the payment of overtime. No employee shall be required to work on his/her scheduled day
4 off in lieu of his scheduled workday. Nothing herein shall be construed as meaning that any
5 employee shall receive overtime pay for Saturday or Sunday work unless such work is performed
6 according to sub-section A of this Section.

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

16 C. There shall be no practice of compensatory time off.

17 D. All overtime shall be authorized in advance by the division managers or designee
18 in writing, except in emergencies.

19 **Section 7. Call Out.**

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

23 B. **Roads Division.** In the event an employee in the Roads Division is called out
24 within four (4) hours of his/her regularly scheduled start time, he/she will be paid at the overtime rate
25 of pay for the actual time between the call out and the start time.

26 **Section 8. Emergency Work.** Emergency work at other than the normal scheduled working
27 hours, or special scheduled working hours not enumerated in this Article, shall be credited as such
28 and will be compensated as overtime. In the event this overtime work is accomplished prior to the

1 normal working hours and the employee subsequently works his/her regular shift, his/her regular shift
2 shall be compensated at regular time.

3 **Section 9. Overtime Rotation - Roads Division.** Overtime work which may be required on
4 weekends or holidays shall be offered to employees on a rotating seniority basis within a work unit.
5 A work unit is defined as a maintenance division or an individual crew operating out of the central
6 shop, i.e., tile crew, bridge crew, etc.

7 **Section 10. Off Shift Overtime - Solid Waste Division.** Employees who are desirous of
8 working overtime on their "off shift" shall indicate their availability for same upon forms as
9 prescribed by the Solid Waste Division Manager. Employees will be selected from the list in order of
10 seniority and availability on a rotation basis.

11 **Section 11. Special Schedules.**

12 A. Supervisors may change the scheduled hours and provide special schedules for
13 special operations, such as snow removal, flood control, and sanding operations, and other special
14 schedules such as watchmen or other personnel on special activities.

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

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

26 **Section 12.** The County will not institute any additional shifts without first negotiating and
27 securing mutual agreement to the matter with Local 174.

1 **Section 13.** The County, in order to comply with the law, may change an employee's work
2 week. The employee who is granted a day off on the normal work week of the shift shall not be
3 granted an off-shift workday as part of the accommodation unless no part-time regular employees are
4 available to fill available work. The employee may use approved vacation or unpaid leave for the
5 day off granted for this purpose, or may exercise seniority rights by bidding to a work shift that
6 provides for an improved accommodation. Such transfers shall be subject to the Union seniority
7 provisions or must be negotiated by the Union and the County.

8 **Section 14. Shift Premium Pay.**

9 **A.** A ten percent (10%) premium rate shall be paid for all second shift work, defined
10 as work scheduled to start between the hours of noon and 8:59 p.m., for all established shifts of more
11 than thirty (30) days duration.

12 **B.** A fifteen percent (15%) premium rate shall be paid for all third shift work, defined
13 as work scheduled to start between the hours of 9:00 p.m. and 5:59 a.m., for all established shifts of
14 more than thirty (30) days duration.

15 **C.** The premiums shall not be applied to the working hours listed in Sections 1, 2, 4
16 or 7 of this Article.

1 ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

2 **Section 1.** The County presently has in effect group medical, dental and life insurance plans
3 for its employees and agrees to maintain participation in the plans as determined by the Insurance
4 Committee or its successor.

5 **Section 2.** Part-time regular employees who are compensated for forty (40) hours or more
6 and less than eighty (80) hours in a month may self-pay on hours short (on a pro rata basis). Those
7 with eighty (80) hours or more shall enjoy coverage without self-payment. Those with less than forty
8 (40) hours must pay full premiums to secure coverage. Pension contributions, at the appropriate rate,
9 will be paid by the County on all compensated hours.

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1 **ARTICLE 10: MISCELLANEOUS**

2 **Section 1.** Any employee elected or appointed to a Union office which requires a part or all
3 of his/her time shall be given a leave of absence without pay from work upon application and shall
4 not suffer a loss of bargaining unit seniority rights and shall accumulate same during such leave.

5 **Section 2.** All employees who have been authorized to use their own transportation on
6 County business shall be reimbursed at the mileage rate established by County ordinance in effect at
7 the time of reimbursement, as it may be amended.

8 **Section 3.** All County Road and River Improvement employees shall be allowed pay from
9 time of reporting to a designated headquarters and shall end when the employee returns from the field
10 to such headquarters.

11 **Section 4.** No employee will be required or assigned to engage in any work activity
12 involving unsafe conditions of work which are in violation of an applicable statute relating to safety
13 of persons or equipment.

14 **Section 5. Truck Selection - Solid Waste Division.**

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

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

20 C. Employees, who bid into different shifts, or into vacant positions, shall accept the
21 vacant seat, which is assigned to that position, with no rebidding of trucks.

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

25 **Section 6. Truck Selection – Roads Division.**

26 A. Replacement equipment shall be assigned to the same employee whose equipment
27 is being replaced.

28 B. Nothing herein shall affect the County's ability to assign work.

1 **Section 7. Shift Bidding - Solid Waste Truck Drivers.** On January 1 of each year,
2 employees shall have the opportunity to select their desired shifts. Shift selection will be
3 accomplished on the basis of bargaining unit seniority with the most senior employee having first
4 choice of shift. Vacancies occurring throughout the year will be filled in a similar manner by the
5 most senior person where qualified from among those expressing an interest in the vacant position.
6 **EXCEPTION:** Effective the first pay period in January, 1990 , the two (2) Truck Driver II positions
7 at Cedar Hills will be converted to Truck Driver III positions on a 4/10 schedule. The current two (2)
8 employees will remain in these positions and their work preserved until they voluntarily bid out.
9 These two (2) employees' seniority dates will be effective with their dates of hire as Truck Drivers in
10 the Solid Waste Division.

11 **Section 8. Shift Bidding - Transfer Station Operators.**

12 A. Transfer Station Operator openings shall be offered for transfer to currently
13 employed Transfer Station Operators and shall be filled on a seniority basis with assignment offered
14 to the most senior Transfer Station Operators qualified to do the work.

15 B. Beginning January 2 of each year, there will be a voluntary sign-up period for
16 Transfer Station Operators wishing to change stations. The sign-up period shall be open for ten (10)
17 days.

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

22 D. At the close of the circulation period, the supervisor shall complete the bidding
23 process, by seniority, with those Transfer Station Operators who remain on the list.

24 **Section 9. Roads Work-site Selection Process.**

25 A. Regular employees will be provided with the first opportunity to transfer into a
26 vacant bargaining unit position identified by the County. The most senior employee in the
27 classification will receive the first right of refusal of that position, provided that all three following
28 conditions are met:

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1. He/she is qualified to perform the work;
2. The transfer does not create an actual or potential legal risk to the County, examples of which include:
 - There is no legal restraining order requiring separation of the employee requesting the transfer and the one or more members of the planning unit into which the employee wishes to transfer,
 - There is no documentation of sexual harassment or the other discrimination allegations between the employee requesting the transfer and one or more members of the planning unit into which the employee wishes to transfer, and
 - There is no reasonable basis to believe that such a transfer will create a hostile work environment or hostile work relationship; and
3. The employee is not currently under a disciplinary investigation or on a performance improvement plan, unless it is mutually agreed to otherwise.

B. All transfers will be reviewed and approved by the maintenance operations manager.

Employees may submit or withdraw their written requests at any time provided it is on file prior to the vacancy being open. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

Section 10. Safety Meetings. Safety meetings for employees covered under this Agreement shall be conducted according to OSHA and WISHA rules and guidelines. Attendance at meetings will be paid for at a minimum of two (2) hours at the overtime rate for all employees not scheduled for work and required to attend the meeting.

Section 11. Rain gear and boots shall be provided at Department expense for any employee whose duties are primarily done outside during inclement weather.

Section 12.

A. The County shall accept full responsibility of payment of all fines and citations

1 issued to a driver as a result of overloads, littering, or any condition that cannot be attributed to driver
2 error.

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

10 **Section 13.** During the term of the Agreement, the Union and the County agree to participate
11 in a joint labor-management committee. The parties may also agree to establish other kinds of joint
12 committees. The parties are responsible for selecting their participants to the joint committee(s).
13 Under no circumstances shall collective bargaining occur in any committee meeting.

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

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

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

22 **Section 15.** The Union may have one (1) member from each of the five (5) bargaining units
23 listed under Article 13, Section 10, attend contract negotiations with the County with no loss of
24 regular, straight-time pay when contract negotiations are held at the same time as the employee's
25 regular scheduled hours of work.

1 **Section 16. Bus Pass.**

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

4 B. Non-regular part-time and temporary employees who were hired on or after
5 January 1, 1998, shall receive cash in lieu of the fully subsidized "regular (Metro) transit pass"
6 effective upon their exceeding the equivalent of six (6) months of full-time employment in a year.
7 The amount of cash paid shall be pro-rated based on the employee's normal work week, not to
8 exceed \$20 per month.

9 **Section 17. FMLA.** The parties agree that if the Council passes an ordinance, or the
10 executive enacts a policy impacting the family and medical leave benefits of County employees,
11 either party may request to reopen the Agreement for the limited purpose of negotiating the effects of
12 this change. The parties further agree that nothing under the terms of the Agreement shall be
13 interpreted or applied in such a manner as to conflict with the Family and Medical Leave Act
14 (FMLA).

15 **Section 18. Contracting Out.** The County shall not contract out work which the members
16 of the Union have historically performed unless it is required by law or is a business necessity due to
17 an emergency situation or to augment the workforce on a short-term, temporary basis. Except for
18 emergency situations, the County shall provide notice to the Union of its intent to contract out and,
19 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under
20 no circumstance shall the County agree to any long-term or permanent contracting out of bargaining
21 unit work. Nothing in this provision shall limit what the County has historically contracted out, and
22 no jobs will be eliminated due to contracting out.

1 **ARTICLE 11: DISCIPLINE AND DISCHARGE**

2 **Section 1.**

3 A. No employee(s) shall be disciplined except for just cause.

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

9 C. Notice of King County's intent to reprimand, suspend, and discharge, as
10 hereinafter provided, not executed within fourteen (14) calendar days of any given incident is null
11 and void.

12 D. Following the County's notice of intent to suspend or discharge, a
13 pretermination/suspension (Loudermill) hearing shall be held within fourteen (14) calendar days,
14 unless otherwise mutually agreed to by the parties. A decision shall be rendered within ten (10)
15 calendar days of the hearing, unless otherwise mutually agreed to by the parties.

16 E. Letters of reprimand shall be expunged from an employee's personal history file
17 after a period of twelve (12) months.

18 **Section 2.**

19 A. Warning notices are not necessary if the grounds are dishonesty, sexual or racial
20 harassment, recklessness, unauthorized use of County property, including unauthorized passengers
21 while operating County vehicles, possession, sale or use of controlled substances, intoxication or
22 drinking while on duty, (use of force) fighting or striking another person, and insubordination,
23 including but not limited to, refusal to follow reasonable orders from management. Normal and
24 customary use of profanity shall not be considered insubordination, nor shall responding in kind to
25 profanity from management. The employees must be advised by their supervisor that their behavior
26 is considered by that supervisor to be insubordinate and given an opportunity to cease and desist prior
27 to any termination. Circumscription of dishonesty is stealing time, materials, money or equivalent.

1 B. Discharges or suspensions under the foregoing exceptions must not be founded on
2 evidence secured directly or indirectly through entrapment. Further, except for surveillance by on
3 duty officers of the law, discharges or suspensions, under these exceptions, based on reckless driving
4 must not be founded upon evidence secured directly or indirectly through surveillance.

5 **C. Notice of intent.**

6 (1). Notice of intent to discharge or suspend under these exceptions must be
7 executed within fourteen (14) calendar days of the occurrence of the incident forming the grounds.
8 However, if the County's knowledge of the incident is not immediate, or if the incident is such that
9 an investigation of the circumstances is required, notice of County's intent to discharge or suspension
10 founded thereon must be executed within fourteen (14) calendar days of the time the County acquires
11 knowledge of same, or within ten (10) calendar days of the conclusion of the investigation.
12 Following the County's notice of intent to suspend or discharge, a pre-termination/suspension
13 (Loudermill) hearing shall be held within fourteen (14) calendar days, unless otherwise mutually
14 agreed to by the parties. A decision shall be rendered within ten (10) calendar days of the hearing,
15 unless otherwise mutually agreed to by the parties.

16 (2). In no event shall more than ninety (90) calendar days following the
17 incident elapse, except for dishonesty, and sexual or racial harassment, which must be within a
18 reasonable time period. No employee shall be disciplined during the time in which an investigation
19 is proceeding.

20 **Section 3.**

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

27 B. Grievances arising as a result of any such investigation shall be settled in
28 accordance with the provisions of Article 12, Settlement of Disputes.

1 ARTICLE 12: SETTLEMENT OF DISPUTES

2 **Preamble:** The County and the Union recognize the importance of cooperative problem-
3 solving approaches to the resolution of disputes. The intent of this Article is to provide a problem
4 resolution process that focuses the bulk of the resolution effort at the grievant/shop steward/immediate
5 supervisor level. These participants should attempt to resolve any issue which could potentially give
6 rise to a grievance prior to submitting it to the "Formal Grievance" step of the grievance procedure as
7 outlined in Section 7 below.

8 The goal of this process is to forthwith and diligently explore all avenues that could avoid a
9 formal grievance. Shop stewards and supervisors shall have broad authority to make decisions toward
10 this end, and 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 **Section 1.** The right to process and settle grievances, as that term is defined in this Article, is
15 wholly, to the exclusion of any other means available, dependent upon the provisions of this Article.
16 The Union and County agree to act promptly and fairly in all grievances. Furthermore, the Union and
17 County recognize the importance of cooperative problem-solving approaches to the resolution of
18 disputes and that the supervisory level is the more appropriate level for resolving disputes. The
19 parties agree to review this process at least annually and may modify this Article as may be mutually
20 agreeable.

21 **Section 2.** The existing wage structures are not to be subjected to the provisions of this Article
22 for determination or alteration.

23 **Section 3.** The Union shall not be required to pursue employee grievances if, in the Union's
24 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any
25 grievance, including hearings and final decisions of an arbitrator, the Union shall be the exclusive
26 representative of the employee(s) covered.

27 **Section 4.** Employees, whether Union members or not, shall have no independent unilateral
28 privilege or right to invoke grievance procedures.

1 **Section 5.** The processing, disposition and/or settlement by and between the Union and the
2 County of any grievance or other matter shall, except as in the preceding Section provided, be
3 absolute and final and binding on the Union and its members, the employee(s) involved and the
4 County.

5 **Section 6. Pre-Grievance Consultation.**

6 **A.** The Union and County will forthwith and diligently seek to reach a fair and
7 informal resolution to disputes prior to a grievance being submitted pursuant to Section 7 of this
8 Article. Supervisors and shop stewards will work collaboratively to resolve the matter and
9 Supervisors will have authority to make decisions toward that end. The decisions will not set a
10 precedent, establish a practice or in any other way modify or change this Agreement.

11 **B.** Should a matter come to the knowledge of the Union which is believed to violate
12 the provisions of this Agreement, the Union shop steward will contact the immediate supervisor of the
13 affected employee(s) in an attempt to resolve the matter. The supervisor must be contacted within
14 fourteen (14) calendar days of the Union's knowledge of the alleged violation. The supervisor will
15 arrange to meet with the shop steward and employee as soon as is reasonably possible unless mutually
16 agreed that a meeting is not necessary. The supervisor and shop steward will determine any other
17 participants deemed necessary to include in discussions, but must attempt to reach a resolution within
18 twenty-eight (28) calendar days of receiving notification.

19 **C.** The Supervisor, Steward and grievant shall fill out the Grievance Form (Addendum
20 B) and file it immediately with the Union and the Division Manager outlining the resolution of the
21 grievance.

22 **Section 7. Formal Grievance.**

23 **A.** If the matter is not resolved in the pre-grievance consultation, the Union may
24 submit the written Grievance Form to the Division Manager for investigation, discussion and reply
25 within ten (10) calendar days following the outcome of the preceding informal process. Using the
26 Grievance Form, the Union shall forward the grievance to the Division Manager of the impacted
27 work unit. The Division Manager or designee will meet and discuss the grievance with the Union
28 Business Agent, shop steward, supervisor, employee and anyone else deemed appropriate to help

1 reach resolution of the matter. A written decision will be forwarded to the Union within thirty (30)
2 calendar days of receiving the written request for a formal grievance meeting. The decision cannot
3 modify the Agreement.

4 B. If information or facts are brought forth to the Division Manager or designee and
5 the Union which are additional to those presented in the pre-grievance consultation of Section 6
6 above, the Division Manager or designee and the Union, upon mutual agreement, shall have the
7 option of remanding the grievance to the pre-grievance consultation step for further discussion and
8 resolution. Any joint decision to resubmit the grievance shall be made within five (5) calendar days
9 of the grievance meeting.

10 C. If the Union disagrees with the decision of the Division Manager or designee, the
11 Union shall have the option of advancing the grievance procedure to either Optional Mediation
12 (Section 8) or Arbitration (Section 9).

13 **Section 8. Optional Mediation.**

14 A. If the decision at the preceding step has not resolved the grievance, the Union may
15 submit the matter in writing to the Director of the Office of Human Resources Management (OHRM)
16 within ten (10) calendar days of receiving the Division Manager's or designee's grievance decision in
17 Section 7.A. above, with a request for mediation. In the event the grievance is not resolved through
18 mediation, the Union may proceed to request arbitration within ten (10) calendar days of concluding
19 the mediation process.

20 **Section 9. Arbitration.**

21 A. Should arbitration be requested, it must be done so within ten (10) calendar days of
22 concluding mediation or not later than ten (10) calendar days of receiving the Division Manager's or
23 designee's grievance decision. The request for arbitration shall be submitted in writing to the Director
24 of OHRM and it must specify the issue to be arbitrated.

25 B. The parties shall select a third disinterested party to serve as an arbitrator. In the
26 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
27 panel of five (5) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS).
28 Both the County representative and the Union, each alternately striking a name from the list until

1 only one name remains, will select the arbitrator from among the names on the list. The Union shall
2 strike first. An arbitrator must be selected within five (5) days of the request for arbitration.

3 C. Within a reasonable time of the arbitrator's selection, the arbitrator shall hold a
4 hearing. The hearing shall not be public. The arbitrator shall afford the Union and the County liberal
5 rights to present exhibits and other documentary evidence (including affidavits from witnesses) and to
6 examine and cross-examine witnesses. The Union and County may be represented as individually
7 desired. Upon the arbitrator's or Union's request or County's desire, and when practicable, the
8 County shall make employees available as witnesses. All employee witnesses shall be free of
9 restraint, interference, coercion, or reprisal and shall not lose regular wages while being present. The
10 arbitrator shall have the power to and may, from time to time, provide reasonable continuances and
11 postponements of the hearing(s) as deemed appropriate or as agreed by the Union and the County.

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

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

24 F. Failure to abide by the final decision the Arbitrator shall be a violation of this
25 Agreement. The Union or the County may, if deemed expedient, seek court enforcement of any final
26 decision of the Division Manager/designee or Arbitrator. If either the County or Union fails, refuses
27 or neglects to abide by a final decision of the Division Manager/designee or Arbitrator, the County or
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1 Union may take any lawful economic action deemed advisable either in lieu of seeking court
2 enforcement or contemporary therewith.

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

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1 ARTICLE 13: SENIORITY

2 **Section 1.**

3 A. **Seniority** is defined as total length of service with the County, subject to
4 conditions set forth in the Agreement.

5 B. **Departmental Seniority** is defined as total length of service within the
6 department.

7 C. **Bargaining Unit Seniority** is defined as total length of service within the
8 departmental bargaining unit.

9 **Section 2.** In the event of reduction-in-force, bargaining unit seniority shall have greater
10 weight than departmental seniority.

11 **Section 3.** Where two or more employees have the same seniority within the bargaining unit,
12 then departmental and, if required, County seniority shall apply.

13 **Section 4.**

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

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

19 C. Employees laid off during their six (6) month probationary period may be recalled
20 to bargaining unit work within ninety (90) calendar days of their layoff, they shall be credited with all
21 days previously worked for purposes of computing bargaining unit seniority as set forth in Section 4
22 (B) hereof.

23 **Section 5.** Seniority rights shall be forfeited for either of the following causes:

24 A. Discharge for any justifiable cause.

25 B. Resignation.

26 **Section 6.** Employees shall not suffer a loss of bargaining unit seniority rights and shall
27 accumulate it during absence caused by industrial disability, illness or injury, or maternity or
28 paternity after sick leave and vacation benefits are exhausted.

1 **Section 7.** Except as provided in Article 10, Section 1, employees on an approved leave of
2 absence without pay shall not accumulate seniority credits during such absence.

3 **Section 8.** When an employee is or has been promoted or transferred from the bargaining unit
4 to another job so as to be excluded from coverage by this Agreement, such employee may be returned
5 to the unit by the County and he/she shall resume his/her seniority which he/she had as of the date of
6 promotion or transfer; except that such employees outside of the bargaining unit in excess of six (6)
7 months shall not have bargaining unit division seniority restored upon their return to the bargaining
8 unit.

9 **Section 9.** Employees laid off shall be recalled in the inverse order of layoff; namely, those
10 laid off last will be recalled first.

11 **Section 10. Bargaining Units – Defined.**

- 12 A. Transfer Station Operators: Solid Waste
- 13 B. Truck Driver III: Solid Waste
- 14 C. Truck Driver I, II, and III: Roads Services and Fleet Administration Divisions
- 15 D. Sign and Marking Technicians: All Divisions
- 16 E. Truck Driver II: Parks.

17 **Section 11. Seniority List.** The County will supply the Union with a seniority list annually
18 upon written request.

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1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

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

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1 ARTICLE 15: SAVINGS CLAUSE

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

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1 ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

2 **Section 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 **Section 2.** Upon notification in writing by the County to the Union that any of its members
14 are 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 **Section 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.
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1 ARTICLE 17: WAIVER CLAUSE

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

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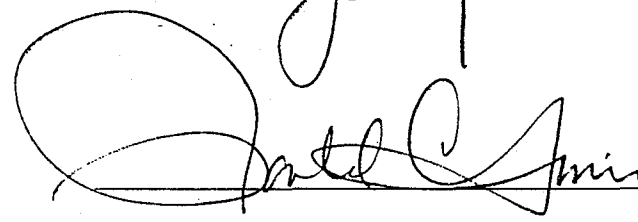
1 ARTICLE 18: EFFECTIVE DATE AND DURATION

2 Section 1. This Agreement shall be effective upon signature and shall continue in force and
3 effect from January 1, 1998 through December 31, 2000; provided, however, that either party may,
4 for purposes of negotiating alterations in wages and fringe benefits, open this Agreement upon
5 written notification not later than sixty (60) days before the expiration of this Agreement. "Notice of
6 Opening" is in no way intended by the parties as a termination of nor shall it in anyway be construed
7 as a termination of this Agreement or any annual contract effectuated through automatic renewal nor
8 as forestalling automatic renewal as herein provided. The parties reserve the right to economic
9 recourse in negotiations, except during the interval between the giving of "Notice of Opening" and
10 the expiration date.

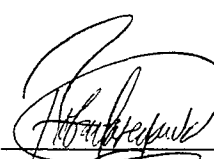
11 Section 2. Except by mutual written agreement, termination of this Agreement must, to the
12 exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than
13 sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract shall,
14 on its expiration date, terminate. Effective termination eliminates automatic renewal.

15 Section 3. Any "Notice of Opening" or "Notice of Termination" given less than sixty (60)
16 days of any expiration date shall be absolutely null and void and completely ineffective for all
17 purposes.

18
19 APPROVED this 1 day of July, 1998

20
21 
22 _____

23 King County Executive

24
25  6-22-98
26 _____

27 Teamsters, Local 174

28 Date

**TEAMSTERS, LOCAL 174
DEPARTMENTS OF NATURAL RESOURCES, PARKS, AND TRANSPORTATION
1998 WAGE ADDENDUM A**

Class Code	Classification	Step A 0-6 mo.	Step B 7-18 mo.	Step C 19-30 mo.	Step D 31+mo.
6041	Truck Driver I	15.37	16.15	17.76	19.52
6031	Sign and Marking Technician	15.37	16.15	17.76	19.52
6032	Sign and Marking Technician Coordinator (+10% of 6031)	16.91	17.76	19.53	21.47
6042	Truck Driver II	15.54	16.32	17.95	19.75
6043	Truck Driver III (35hr)	18.30	19.23	21.13	23.27
	Truck Driver III (40hr)	16.02	16.82	18.51	20.35
6011	Transfer Station Operator (35hr)	16.83	17.69	19.45	21.40
	Transfer Station Operator (40hr)	14.74	15.48	17.02	18.72
5221	Dispatcher	16.17	16.98	18.67	20.53

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March 24, 1998

Bob Railton, Labor Relations Negotiator
King County Office of Human Resources Management
450 King County Administration Bldg.
500 4th Avenue
Seattle, WA 98104

fax 206-296-3904

Re: Striper allowance agreement

Dear Mr. Railton,

This letter is to memorialize the agreement reached at the bargaining table regarding the Union's modified proposal #5 which acknowledges the special skills and training required by members of the paint striper crew by paying each member of the crew named below a one time two hundred dollar (\$200) bonus.

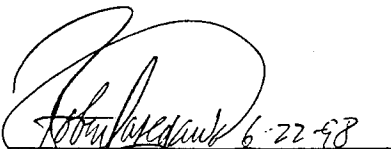
Striper crew members entitled to the bonus are:

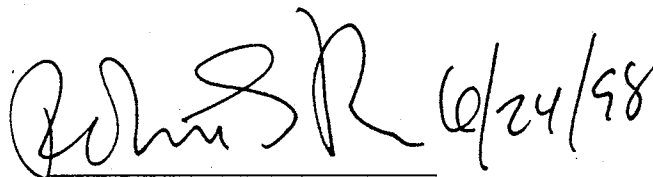
- 1) Rick Maxon
- 2) Suzanne Hansen
- 3) Andre Mesmer
- 4) Dan Rizzuto
- 5) Ben Soushek

This bonus shall be paid in conjunction with the retro pay check which is to be paid as soon as administratively possible after signing of our collective bargaining agreement by the County Executive.

Please sign below where indicated if you concur with this Letter of Understanding.

Sincerely,


for the Union
Bob Hasegawa, Secretary-Treasurer


for the County
Bob Railton, Chief Negotiator

13241

March 24, 1998

Bob Railton, Labor Relations Negotiator
King County Office of Human Resources Management
450 King County Administration Bldg.
500 4th Avenue
Seattle, WA 98104

fax 206-296-3904

Re: Application of new Article 10 Section 14 language

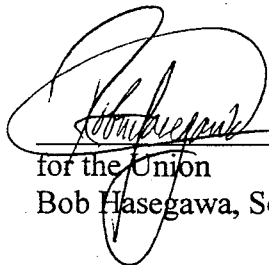
Dear Mr. Railton,

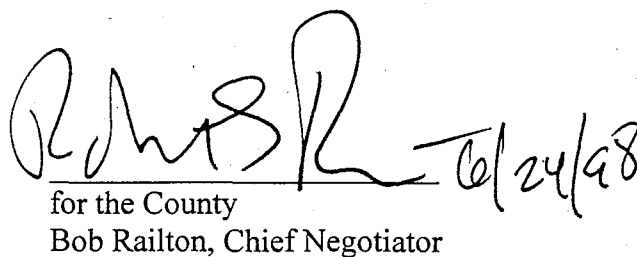
This letter is to memorialize the agreement reached at the bargaining table regarding the Union's modified proposal #3 which is as follows:

Newly negotiated language under Article 10 Section 14 regarding rank & file representation in negotiations shall be retroactively applied back to the beginning of the current series of negotiations which began on December 19, 1997. The application of this language also implicitly includes no loss of benefits accrual by keeping the rank & file member on the clock during such negotiations meetings.

Please sign below where indicated if you concur with this Letter of Understanding.

Sincerely,


for the Union
Bob Hasegawa, Secretary-Treasurer


for the County
Bob Railton, Chief Negotiator