

August 23, 1996
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LARRY PHILLIPS
Introduced by

GREG NICKELS
BRIAN DERDOWSKI
LARRY GOSSETT
96-695

Proposed No.

ORDINANCE NO. **12440**

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

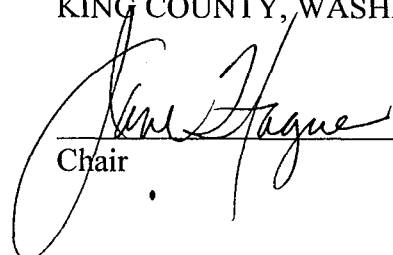
SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Teamsters, Local 174, representing employees in the Departments of Transportation, Parks and Cultural Resources, and Natural Resources and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.


INTRODUCED AND READ for the first time this 26th day of August, 19 96.

PASSED by a vote of 12 to 0 this 3rd day of September, 19 96.

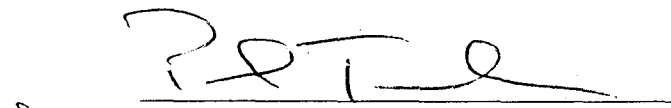
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 6th day of September, 19 96.


Deputy King County Executive

Attachment:
Collective Bargaining Agreement

FISCAL NOTE
resulting from
COLLECTIVE BARGAINING AGREEMENTS

Ordinance/Motion No.

Title: Teamsters, Local 174A

Affected Agencies: Parks, Roads, Solid Waste, and Public Works ER&R

Note Prepared by: Craig Soper, OBSP and Bob Railton, OHRM

Note Reviewed by: Craig Soper, Budget Supervisor, Office of Budget & Strategic Planning

Craig Soper
7/23/96

EXPENDITURES FROM:

Fund	Code	Department	1995	1996	1997
CX	001	Parks	2,325	1,990	2,712
Roads	103	Roads	71,352	61,065	83,252
Solid Waste	404	Solid Waste	85,573	73,236	99,845
Public Works ER&R	557	Public Works ER&R	1,202	1,029	1,403
TOTAL			160,452	137,320	187,212

EXPENDITURES BY CATEGORIES

Category	1995	1996	1997
Salaries	139,196	119,129	162,412
FICA/PERS	21,256	18,191	24,800
TOTAL	160,452	137,320	187,212

Factors Used:

1995 COLA at 2.7%

1996 COLA at 2.25%

1997 COLA at 3.0%

PERS & FICA at 15.27%

Minor adjustments due to special pay increases and benefit offsets to extra help employees are not factored in, but are not significant fiscal impacts.



**Checklist and Summary of Changes for the attached
Collective Bargaining Agreement**

Name of Agreement
Teamsters, Local 174 - Departments of Transportation, Parks and Cultural Resources and Natural Resources
Labor Negotiator
Bob Railton

<i>Three Original Signed Agreements</i>	Yes
<i>Prosecuting Attorney's Review</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Gary Locke Letter</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Ordinance</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. increase in premium rates for employees who operate certain kinds of equipment
2. provides a process that permits employees in the Roads Division to transfer to different work sites
3. improves seniority provisions for employees who are on an unpaid status
4. provides employees with improvements in the vacation leave accrual rate pursuant to ordinance 12014
5. provides employees with increase in sick leave cash-out rate to 35% pursuant to ordinance 12014
6. establishes a Labor-Management committee

Fiscal Note Worksheet														
Local 174														
				Current	Current	1995 COLA	1995	Total	1996 COLA	1996	Total	1997 COLA	1997	Total
Fund Title	Fund Code	Dept.	No. of	Semi-Monthly	Annual	Increase	Benefits	Increase	Increase	Increase	Increase	Increase	Benefits	Increase
			Employees	Salary	Salary	(2.7%)	Increase	Increase	(2.25%)	Increase	Increase	(3.0%)	Increase	Increase
Current Expense	001	Parks	2	3,112.24	74,693.76	2,016.73	307.95	2,324.69	1,725.99	263.56	1,989.54	2,353.09	359.32	2,712.41
Roads	103	Roads	67	95,523.91	2,292,573.84	61,899.49	9,452.05	71,351.55	52,975.65	8,089.38	61,065.03	72,223.47	11,028.52	83,251.99
Solid Waste	404	Solid Waste	116	114,562.76	2,749,506.24	74,236.67	11,335.94	85,572.61	63,534.22	9,701.67	73,235.89	86,618.31	13,226.62	99,844.93
Public Works ER&R	557	Public Works ER&R	1	1,609.81	38,635.44	1,043.16	159.29	1,202.45	892.77	136.33	1,029.09	1,217.14	185.86	1,403.00
King County Total			186	214,808.72	5,155,409.28	139,196.05	21,255.24	160,451.29	119,128.62	18,190.94	137,319.56	162,412.02	24,800.32	187,212.33
Factors and Assumptions Used:														
1995 COLA at 2.7%														
1996 COLA at 2.25%														
1997 and 1998 COLA at 3.0%														
PERS & FICA at 15.27%														

12440

AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174 AND KING COUNTY

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Type _____

Executed _____

Ratified _____

Agent OK *[Signature]* _____

Please Initial & Date

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

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

8 **ARTICLE 1: PURPOSE**

9 The intent and purpose of this Agreement is to promote the continued improvement of the
10 relationship between King County and its employees by providing a uniform basis for implementing
11 the right of public employees to join organizations of their own choosing, and to be represented by
12 such organizations in matters concerning their employment relations with King County, and to set
13 forth the wages, hours, and other working conditions of such employees in appropriate bargaining
14 units provided the County has authority to act on such matters and further provided the matter has not
15 been delegated to any civil service commission or personnel board similar in scope, structure and
16 authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington
17 (RCW 41.56).

18 **ARTICLE 1A: GENDER**

19 The term "Employee" as used in this Agreement shall include both male and female
20 employees covered by this Agreement. In addition, wherever in this Agreement the masculine
21 gender is used, it also will apply to the feminine gender as well.
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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** King County recognizes the Union as representing their members whose job
3 classifications are listed in Article 7.

4 **Section 2.** It shall be a condition of employment that all employees covered by this
5 Agreement who are members of the Union in good standing on the effective date of this Agreement
6 shall remain members in good standing and those who are not members on the effective date of this
7 Agreement shall, on the thirtieth day following the effective date of this Agreement, become and
8 remain members in good standing in the Union. It shall also be a condition of employment that all
9 employees covered by this Agreement and hired or assigned into the bargaining unit on or after its
10 effective date shall, on the thirtieth day following the beginning of such employment, become and
11 remain members in good standing in the Union.

12 **Section 3.** Any employee who is a member of, and adheres to established and traditional
13 tenets of teachings of a bona fide religion, body or sect, which has historically held conscientious
14 objections to joining or financially supporting labor organizations, shall be required, in lieu of
15 periodic dues and initiation fees, to pay sums equal to such dues and initiation fees to one of the
16 following charitable organizations: Fred Hutchinson Cancer Research Center, Children's Orthopedic
17 Hospital, or the American Heart Association of Washington. Such employee shall also, at the Local
18 Union's request, be required to furnish proof to the Union on a monthly basis that said sums have
19 been paid to such charitable organization in conformance with the above. Any such employee who
20 fails to pay the sums due to said charitable organization, or furnish proof of payment to the Union,
21 will be subject to discharge as otherwise provided for in this Article.

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

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

1 **Section 6.** Upon receipt of written authorization individually signed by a bargaining unit
2 employee, the County shall have deducted from the pay of such employee the amount of dues as
3 certified by the secretary of the Union and shall transmit the same to the treasurer of the Union.

4 **Section 7.** The Union will indemnify, defend, and hold the County harmless against any
5 claims made and against any suit instituted against the County on account of any check-off of dues
6 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
7 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 is vested exclusively in
3 the County subject to terms of this Agreement. All matters not expressly covered by the language of
4 this Agreement may be administered for its duration by the County as the County from time to time
5 may determine.

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1 **ARTICLE 4: HOLIDAYS**

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

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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 Nov.
13	Day after Thanksgiving	Friday following the fourth Thursday in Nov.
14	Christmas Day	December 25th
15		

16 and any special or limited holidays as declared by the president or governor, and as approved
17 by the council.

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

20 **Section 3.** All employees may be required to work holidays. Such work shall be paid at one
21 and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

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

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

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

3 **Section 6.** Employees on a "7 on - 7 off" work schedule shall not be entitled to holidays and
4 holiday pay as set forth above but in lieu thereof shall be entitled to three (3) holidays without
5 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 pay for all hours worked on the holiday. The holidays will be observed in
9 accordance with Section 2.

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

13 **B.** Regular part-time employees in the Solid Waste Division will be paid ten (10) hours pay
14 for the holidays of Thanksgiving Day, Christmas Day or New Years Day which fall during their
15 assigned shift.

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1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Beginning the first of the month following ratification of the Agreement, regular
 3 full-time and regular part-time employees shall be eligible to accrue vacation leave benefits for each
 4 hour in pay status exclusive of overtime as described in the following table except in those instances
 5 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

19
 20 **Section 2.** Under no circumstances shall implementation of the above schedule result in a
 21 reduction of the vacation accrual rate that a regular employee is under at the time of ratification of
 22 this Agreement. Therefore, current 7 on - 7 off employees will receive vacation leave benefits for
 23 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 of
5 hire.

6 **Section 5.** Regular employees shall not be eligible to take or be paid for vacation leave until
7 they have successfully completed their first six months of County service, and if they leave County
8 employment prior to successfully completing their first six 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 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.** The division manager shall be responsible for establishing a flexible vacation
15 schedule in such a manner as to achieve the most efficient functioning of the division, as well as to
16 allow the maximum number of employees to utilize accrued vacation without detriment to County
17 services. Major vacation scheduling, Solid Waste Division, shall be determined by seniority bid,
18 with the most senior employee having first bid. Based on the 1996 staffing level, the Solid Waste
19 Division shall permit 3 Transfer Station Operators and four TDIII's off on vacation leave at any one
20 time. Once the major vacation schedule has been published all additional vacation requests will be
21 granted on a first come, first-served basis. No person shall be permitted to work for compensation for
22 the County in any capacity during a time of that person's paid vacation from the County service.
23 Regular part-time employees may use vacation to fill out their work schedule.

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

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

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

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

7 **Section 10.** Employees may use vacation in one-half hour increments, at the discretion of the
8 division manager.

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

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

17 **Section 13. A.** Any full-time regular employee, and part-time regular employee, may donate
18 a portion of his or her accrued vacation leave to a full-time regular employee, or part-time regular
19 employee or such donation will occur upon written request to and approval of the donating and
20 receiving employees' division manager(s), except that requests for vacation donation made for the
21 purposes of supplementing the sick leave benefits of the receiving employee shall not be denied
22 unless approval would result in a division hardship for the receiving division.

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

26 **C.** Donated vacation leave hours must be used within ninety calendar days following
27 the date of donation. Donated hours not used within ninety days or due to the death of the receiving
28 employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation

1 leave payoff provisions contained in this chapter. For purposes of this section, the first hours used by
2 an employee shall be accrued vacation leave hours.

3 D. All donations of vacation leave made under this section are strictly voluntary.
4 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation
5 or benefits in exchange for donating leave hours.

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

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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. Current
4 7 on - 7 off employees shall accrue sick leave in proportion to the relationship his basic work week
5 bears to forty (40) hours. Except that sick leave shall not begin to accrue until the first of the month
6 following the month in which the employee commenced employment. The employee is not entitled
7 to sick leave if not previously earned.

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

12 **Section 3.** Employees may use sick leave in one-half hour increments, at the discretion of the
13 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 years, accrued sick leave shall be restored.

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

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
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 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.** A. Any full-time regular employee, and part-time
7 regular employee may donate a portion of his or her accrued sick leave to a full-time regular
8 employee, or part-time regular employee upon written notice to the donating and receiving
9 employee's division manager.

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

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

25 **Section 11. Leave - Organ Donors.** A. The division manager shall allow all employees
26 eligible for family leave, sick leave, vacation leave or leave of absence without pay who are
27 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
28 bone marrow transplants, kidney transplants, or blood transfusions to take five days paid leave

1 without having such leave charged to family leave, sick leave, vacation leave or leave of absence
2 without pay; provided that the employee shall:

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

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

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

13 **Section 12. Bereavement Leave.** A. Regular employees shall be entitled to three (3)
14 working days of bereavement leave a year, due to death of members of their immediate family.

15 B. Regular, full-time employees who have exhausted their bereavement leave, shall
16 be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a
17 member of the employee's immediate family.

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

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

23 E. For the purposes of this Article, a member of the immediate family is as follows:
24 grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister, son-in-law,
25 daughter-in-law, grandchild, mother-in-law, father-in-law and domestic partner or any relative
26 continually living in the employee's household. Other distant relatives who have resided in the home
27 for at least one year shall also be construed as being members of the immediate family.
28

ARTICLE 7: CLASSIFICATIONS & WAGE SCALES

Section 1. The classifications of work and corresponding hourly rates of pay for each classification covered by this agreement shall be as follows. Local 174 may grieve jurisdiction issues related to work performed by the classifications listed in the contract.

A. Wage rates effective January 1, 1995

		STEP A	STEP B	STEP C	STEP D
	CLASS	0-6 MOS	7-18/MO	19-30/MO	31+MOS
6041	Truck Driver I	14.36	15.07	16.58	18.23
6031	Sign and Marking Technician	14.35	15.07	16.58	18.23
6032	Sign and Marking Technician Coordinator (+10% of the Technician wage rate)	15.79	16.58	18.24	20.05
6042	Truck Driver II	14.51	15.24	17.76	18.44
6043	Truck Dr. III (35hr)	17.09	17.95	19.74	21.72
	(40hr)	14.96	15.71	17.28	19.00
6011	Transfer Station(35hr)	15.72	16.51	18.16	19.98
	Operator (40hr)	13.76	14.45	15.89	17.48
5221	Dispatcher	15.09	15.85	17.43	19.17

B. Wage rates effective January 1, 1996

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		STEP A	STEP B	STEP C	STEP D
CLASS		0-6 MOS	7-18/MO	19-30/MO	31+MOS
6041	Truck Driver I	14.68	15.41	16.95	18.64
6031	Sign and Marking Technician	14.68	15.41	16.95	18.64
6032	Sign and Marking Technician Coordinator (+10% of the Technician wage rate)	16.15	16.95	18.65	20.50
6042	Truck Driver II	14.84	15.58	18.16	18.85
6043	Truck Dr. III (35hr)	17.47	18.35	20.18	22.21
	(40hr)	15.30	16.06	17.67	19.43
6011	Transfer Station (35hr)	16.07	16.88	18.57	20.43
	Operator (40hr)	14.07	14.78	16.25	17.87
5221	Dispatcher	15.43	16.21	17.82	19.60

1 C. **Effective 1-1-97:** The wage rates in effect on 12-31 of each year of the Agreement
2 shall be increased by ninety percent (90%) of the percentage increase in the United States City
3 Average Consumer Price Index which occurs during the (12) twelve month period from September,
4 to September; provided however, the percentage increase shall not be less than two percent (2%) nor
5 shall it exceed six percent (6%). The index used shall be the Consumer Price Index for the Urban
6 Wage Earners and Clerical Workers (CPI-W), All items revised Series (1982-84=100), as published
7 by the Bureau of Labor Statistics, United States Department of Labor.

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

10 **Section 2.** Transfer Station Operators operate the following equipment in the exercise of their
11 job responsibilities:

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

14 Log Loader

15 Case 680C Backhoe

16 Tractor (Goat) to pull trailers

17 and such other equipment as may be required.

18 **Section 3.** STEPS A TO B, B to C; and C to D are STEP increases which become effective
19 upon completion of the specified months of employment identified within Section 1.

20 **Section 4.** Promotional reclassification - An employee hired after January 1, 1985 who is
21 promoted from one classification covered by this Agreement to another classification covered by this
22 Agreement, shall be placed into the lowest pay STEP of the higher classification which still provides
23 for a salary higher than that currently being received by the promoted employee.

24 **Section 5.** Demotional reclassification - An employee hired after January 1, 1985 who is
25 demoted from one classification covered by this Agreement to another classification covered by this
26 Agreement, shall be placed into the highest pay STEP of the lower classification which still provides
27 for a salary lower than that currently being received by the demoted employee.

1 **Section 6.** Temporary positions - Temporary employees will be paid at the first step of the
2 pay range specified in Section 1. Temporary employees are not eligible for vacation, sick leave,
3 holiday or medical benefits. In lieu of benefits, temporary employees employed at least half time,
4 shall be eligible for compensation at the rate of 15% of the base hourly wage.

5 **Section 7. Premium Pay.**

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

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

10 **Section 8. Lead Compensation.** The parties agree to reopen the Agreement in the event that
11 the Council passes an ordinance affecting the rate paid to an employee assigned as lead.

12 **Section 9. FLSA.** The parties agree that the County can change the FLSA workweek
13 affecting employees working a 7 on - 7 off schedule to a Friday 12:01 a.m. through Thursday 12:00
14 midnight workweek following the Council passing an ordinance changing the current payroll process
15 to bi-weekly.

16 **Section 10. Payroll.** The parties agree to engage in affects bargaining following the Council
17 passing an ordinance changing the current payroll process to bi-weekly.

18 **Section 11. Hourly Pay.** The parties agree to negotiate this issue simultaneous with the
19 payroll affects bargaining under Section 10.

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 work days not to exceed eight (8) hours each, and not to exceed forty (40) hours per week,
4 Monday through Friday inclusive. The working hours of each day shall normally be between 7:00
5 a.m. and 5:00 p.m., for which the regular hourly rate shall be paid as set forth in Article 7 of this
6 agreement.

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

8 A. The standard work schedule for employees working in the Solid Waste Division shall
9 consist of seven (7) consecutive work days 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 Article 7.

13 B. The work week for third-person Transfer Station Operator at a transfer station shall consist
14 of five (5) consecutive days of eight (8) hours each with regular starting times scheduled Monday
15 through Friday. The working hours of each day shall normally be between the hours of 8:00 a.m. and
16 6:00 p.m., eight (8) consecutive hours, inclusive of lunch periods, for which the forty (40)-hour rate
17 shall be paid as set forth in Article 7 of this agreement.

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

21 **Section 3.**

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 assigned
27 to the second shift at a transfer station shall consist of five (5) consecutive days of eight (8) hours
28 each scheduled Monday through Friday. The shift will begin at 5:30 p.m. and end at 1:30 a.m. for

1 which the thirty-five (35) hour rate shall be paid as set forth in Article 7 of this Agreement. Effective
2 January 1, 1990, second shift Transfer Station Operators will receive a 10% premium instead of the
3 thirty-five (35) hour rate. This provision shall not apply to the one current employee as long as she
4 continues second shift work at Factoria.

5 **Section 4. 4-10 Schedule - Solid Waste Truck Drivers, Parks Drivers & Roads Division**

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

11 **Section 5. Regular Part-Time Employees - Solid Waste Division.**

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

15 Regular part-time employees shall be assigned to work as needed on a "7 on - 7 off"
16 basis with an equal number assigned to both seven day shifts. Initial assignment to shifts "A" and
17 "B" shall be on the basis of seniority. Subsequent calls to work shall be made on the basis of
18 seniority within shift.

19 B. Regular part-time employees shall not normally work more than seventy (70)
20 hours during any two-week period. Off shift regular part-time employees having sixty (60) hours
21 (sixty-two (62) hours for third person site attendants) or less time during the regular scheduled seven
22 (7) days on, will be offered the first opportunity to fill out their seventy (70) hours for the pay period
23 on a rotating basis with the most senior being called first. Any work beyond the seventy (70) hours
24 specified herein shall be offered to regular employees as specified in Subsection 10 - OFF SHIFT
25 OVERTIME.

26 **Section 6. Overtime.**

27 A. No employee shall have his work-week schedule altered for the purpose of
28 avoiding the payment of overtime. No employee shall be required to work on his scheduled day off

1 in lieu of his scheduled work day. Nothing herein shall be construed as meaning that any employee
2 shall receive overtime pay for Saturday or Sunday work unless such work is performed according to
3 sub-section a of this Section.

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

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

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

16 **Section 7. Call Out.**

17 A. A minimum of four (4) hours at over-time rate shall be allowed for each call-out.
18 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime
19 rates. Only one overtime shift will be offered to an employee at each call-out.

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

23 **Section 8. Emergency Work.** Emergency work at other than the normal scheduled working
24 hours, or special scheduled working hours not enumerated in this Article shall be credited as such,
25 and will be compensated as overtime. In the event this overtime work is accomplished prior to the
26 normal working hours and the employee subsequently works his regular shift, his regular shift shall
27 be compensated at regular time.

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

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

9 **Section 11. Special Schedules.**

10 A. The supervisors and foremen may change the scheduled hours and provide special
11 schedules for special operations, such as snow removal, flood control, and sanding operations, and
12 other special schedules such as watchmen or other personnel on special activities.

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

17 C. **Roads Division.** When an employee works an "Alert" schedule, the employee
18 will receive the first four hours worked at the rate of one and one-half (1-1/2) his/her base rate of pay.
19 The next eight hours worked will be at the employee's regular base rate of pay. Nothing herein
20 guarantees that the employee will work more than eight hours while on an "Alert" schedule. The
21 employee will receive sick and vacation leave accruals for the first eight hours worked.

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

24 **Section 13.** The County, in order to comply with the law, may change an employee's
25 workweek. The employee who is granted a day off on the normal workweek of the shift shall not be
26 granted an off-shift workday as part of the accommodation unless no regular part-time employees are
27 available to fill available work. Said employee may use approved vacation or unpaid leave for the
28 day off granted for this purpose, or may exercise seniority rights by bidding to a work shift that

1 provides for an improved accommodation. Such transfers shall be subject to the Union seniority
2 provisions, or must be negotiated by the Union and the County.

3 **Section 14. Shift Premium Pay.**

4 A. A ten percent (10%) premium rate shall be paid for all second shift work scheduled to
5 start between the hours of noon and 8:59 p.m. for all established shifts of more than 30 days'
6 duration.

7 B. A fifteen percent (15%) premium rate shall be paid for all third shift work scheduled to
8 start between the hours of 9 p.m. and 5:59 a.m. for all established shifts of more than 30 days'
9 duration.

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

1 **ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

2 **Section 1.** King 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.** Regular part-time 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 time shall be given leave of absence without pay upon application and shall not suffer a loss of
4 bargaining unit seniority rights and shall accumulate same.

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 as it may be
7 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
16 seniority process, those truck selections shall remain in effect until new trucks are purchased, at
17 which time the 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. Shift Bidding - Solid Waste Truck Drivers.** On January 1 of each year,
26 employees shall be afforded the opportunity to select their desired shifts. Shift selection will be
27 accomplished on the basis of bargaining unit seniority with the most senior employee having first
28 choice of shift. Vacancies occurring throughout the year will be filled in a similar manner by the

1 most senior person where qualified from among those expressing an interest in the vacant position.

2 EXCEPTION: Effective the first pay period following ratification of the agreement, the two (2)
3 Truck Driver II positions at Cedar Hills will be converted to Truck Driver III positions on a 4/10
4 schedule. The current two employees will remain in these positions and their work preserved until
5 they voluntarily bid out. These two employees' seniority dates will be effective with their dates of
6 hire as Truck Drivers in the Solid Waste Division.

7 **Section 7.** Transfer Station Operators openings shall be offered for transfer to currently
8 employed Transfer Station Operators and shall be filled on a seniority basis with assignment offered
9 to the most senior Transfer Station Operators qualified to do the work.

10 **Section 8. Transfer Station Operators Bidding.**

11 A. January 2 of each year will open a voluntary sign-up period for Transfer Station
12 Operators wishing to change stations. The sign-up period shall be open for ten (10) days.

13 B. A list of those signing up shall be printed and circulated for ten (10) calendar days
14 so those on the list can examine the available openings and determine, based on locations and
15 seniority, if they wish to remain on the bid list or withdraw. Withdrawals shall only be made during
16 the ten (10) calendar days of the list circulation period.

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

19 D. This yearly "voluntary" bid shall be in addition to the current Transfer Station
20 Operators opening-bid procedures.

21 **Section 9. Roads Worksite Selection Process.** Employees will be provided with the first
22 opportunity to fill a vacant position identified by the County. The most senior employee in the
23 classification will receive the position provided he/she is qualified to perform the work, is not under a
24 disciplinary process, and it does not affect the efficient and effective operations of the crew.
25 Employees can submit or withdraw their written request at any time provided it is on file prior to the
26 vacancy being open. Requests on file will be purged annually. An employee who changes work
27 locations through this process cannot participate again for twelve months following the effective date
28 of the transfer.

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

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

7 **Section 12.**

8 A. The employer shall accept full responsibility of payment of all fines and citations
9 issued to a driver as a result of overloads, littering, or any condition that cannot be attributed to driver
10 error.

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

18 **Section 13.** During the term of this Agreement, the Union and the County agree to establish a
19 labor-management committee.

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

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

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

1 **Section 15. Union Leave Bank.**

2 A. The purpose for the Union Leave Bank is to compensate an employee for the time
3 spent conducting Union business during work hours. The employee may not receive the donated
4 vacation leave in conjunction with any other compensation paid by the County.

5 B. Once a year, an employee in the bargaining unit who is not on probation may
6 voluntarily donate two (2) hours of vacation leave to the Union Leave Bank. The donation will occur
7 annually until such time the employee elects to stop the donation. The employee cannot donate
8 vacation leave that is not available for his/her own use.

9 C. The donated vacation leave will be kept within each division of the County and
10 only used by employees within said division. The hours donated will be converted into a dollar value
11 based on the donor's straight time hourly rate of pay at such time of donation. Such dollar value will
12 then be divided by the receiving employee's hourly rate to determine the actual number of vacation
13 hours received.

14 D. The County will be responsible for administering the Union Leave Bank and the
15 Union will be responsible for determining who may use it. Donations from the Union Leave Bank
16 cannot be cashed out for any reason whatsoever.

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, King 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 are 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 employer's 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 employee must be advised by their supervisor that their behavior is
26 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.
28

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
11 acquires 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 pretermination/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. No employee shall be disciplined during the time in which an
18 investigation is proceeding.

19 Section 3.

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

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

1 **ARTICLE 12: SETTLEMENT OF DISPUTES.**

2 **Section 1.** The right to process and settle grievances is wholly, to the exclusion of any other
3 means available, dependent upon the provisions of this Article. The Union and Employer agree to act
4 promptly and fairly in all grievances.

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

7 **Section 3.** The Union shall not be required to press employee grievances if, in the Union's
8 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any
9 grievance, including hearings and final decision of a Panel and/or Arbitrators, the Union shall be the
10 exclusive representative of the employee(s) covered.

11 **Section 4.** Employees, whether Union members or not, shall have no independent unilateral
12 privilege or right to invoke grievance procedures or to complain against the Union for failing or
13 refusing to do so unless the Union is guilty of arbitrary or wrongful conduct and/or bad faith in its
14 responsibilities of fair representation.

15 **Section 5.** The processing, disposition and/or settlement by and between the Union and the
16 County of any grievance or other matter shall, except as in the preceding section provided, be
17 absolute and final and binding on the Union and its members, the employee(s) involved and the
18 County. Likewise, as to hearings and the final decisions of a Panel or Arbitrator.

19 **Section 6.**

20 A. The Panel or Arbitrator shall have no power to add to or subtract from or to
21 disregard, modify or otherwise alter any terms of this or any other agreement(s) between the Union
22 and the County or to negotiate new agreements. The Panel and/or Arbitrator powers are limited to
23 interpretations of a decision concerning appropriate application of the terms of this Agreement or
24 other existing pertinent agreement(s), if any. The Panel and Arbitrator decisions shall be subject to
25 provisions of applicable existing laws, including Court, NLRB, and PERC decisions, and executive
26 or administrative orders and/or regulations. Executive or administrative policies shall also prevail
27 unless in conflict with this Agreement.

1 B. Failure to abide by the final decision of a Panel or Arbitrator shall be a violation of
2 this Agreement. The Union or the County may, if deemed expedient, seek Court enforcement of any
3 final decision of a the Panel or Arbitrator. If either the County or Union fails, refuses or neglects to
4 abide by a final decision of the Panel or Arbitrator, the County or Union may take any lawful
5 economic action deemed advisable either in lieu of seeking court enforcement or contemporary
6 therewith.

7 **Section 7.**

8 A. **Step One:** Should a matter coming to the knowledge of the Union or the County,
9 give rise to a grievance, such shall be submitted to the Union, by the County, or to the County by the
10 Union, within 14 calendar days. The submission shall be in writing and shall specify the alleged
11 violation, the Article and section of this agreement that has allegedly been violated, and the remedy
12 that is sought. The requirement to cite sections of the agreement violated is not intended to narrow
13 the scope of the grievance procedure, merely to insure the Union is specific in its allegations and its
14 requested remedy. The Union and the County shall thereafter forthwith diligently seek to reach a fair
15 informal settlement within 21 calendar days of this submission.

16 B. **Step Two:** If the grievance has not been satisfactorily resolved, the employee and
17 the Union representative shall within 7 calendar days present the grievance in writing to the
18 Department Director for investigation, discussion and reply. The Department Director shall make a
19 decision available to the aggrieved employee and the Union within fifteen (15) calendar days.

20 C. **Step Three:** If the decision of the Department Director has not resolved the
21 grievance to the satisfaction of the union, the matter shall within 10 calendar days , be submitted in
22 writing to the Union by the County or to the County by the Union with a request for a Panel hearing.
23 Each side shall submit as complete a written record as possible to the other at the time of the request
24 for a panel hearing. The grievance Panel shall meet monthly. The panel shall consist of two
25 representatives appointed by the Union and two representatives appointed by the County, one of
26 whom shall be the designee of the Director of the Office of Human Resource Management. The Panel
27 shall have, except as herein otherwise provided, jurisdiction for the duration of the grievance.
28 Compensation costs, fees or other remuneration, if any, for Panel members must be derived solely

1 from the appointing party. Panel members, by acceptance of their appointments, agree to the
2 provisions of this Article. The County shall, when requested by the Panel and when practicable,
3 make employees available as witnesses without loss of pay. Witnesses shall be free of restraint,
4 interference, coercion, discrimination or reprisal. The Panel may, from time to time, by majority vote,
5 provide reasonable continuances and postponements of the hearing(s) as deemed appropriate.

6 **D. Step Four:**

7 (1) The panel will hold a hearing at the next available scheduled hearing date.
8 The hearing shall not be public. The Union and the County may be represented as desired and each
9 may have a reporter, if desired.

10 (2) The Union and the County shall each have the privilege of making an
11 opening statement, such may be oral or typewritten and may be made by panel members. The Union
12 and County must be accorded a fair and reasonable opportunity to be heard, present evidence, both
13 documentary, including affidavits, and oral by Panel members or others. Each side shall be afforded
14 liberal examination and cross-examination privileges in order to fully and accurately develop the
15 facts. The Panel may from time to time, by majority vote, provide reasonable continuances and
16 postponements of the hearing as deemed appropriate.

17 (3) If the Panel is able to reach a majority decision it shall within fourteen (14)
18 calendar days of the termination of the hearing render a final typewritten decision. The decision shall
19 be dated and subscribed by all concurring panel members and a notation made of the dissenter(s) if
20 any. The decision shall contain orderly and concise Findings of Fact. Copies of all final decisions
21 shall be provided to the Union and the County.

22 **E. Step Five:** If within ten (10) calendar days of termination of the hearing(s)
23 provided in Step 4 , the Panel has failed to agree on disposition, the matter may be submitted to
24 Arbitration. If the Panel agrees on arbitration it may, by majority vote, select an Arbitrator. Should
25 the Panel be unable to agree, either party may request arbitration within thirty (30) calendar days and
26 must specify the exact question which it wishes arbitrated. Should arbitration be chosen, the parties
27 shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable
28 to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators

1 furnished by the American Arbitration Association of Federal Mediation Conciliation Service. The
2 arbitrator will be selected from the list by both the County representative and the Union, each
3 alternately striking a name from the list until only one name remains. The arbitrator under voluntary
4 labor arbitration rules of the Association shall be asked to render a decision promptly and the
5 decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated
6 which the County, by law, has no authority over, has no authority to change, or has been delegated to
7 any civil service commission or personnel board, as defined in Chapter 108, Extraordinary Session,
8 1967, Laws of the State of Washington.(R.C.W. 41.56)

9 **F. Step Six:** Within ten (10) calendar days of his selection, unless otherwise agreed,
10 the Arbitrator shall hold a hearing. The hearing shall not be public. The Arbitrator shall afford the
11 Union and the Employer liberal rights to present evidence, exhibitory, documentary (including
12 affidavits) and by witnesses, and to examine and cross-examine witnesses. The Union and Employer
13 may be represented as individually desired and reporters with or without recorders, may be present.
14 Upon the Arbitrator's or Union's request or Employer's desire, and when practicable, the Employer
15 shall make employees available as witnesses. All employee witnesses shall be free of restraint,
16 interference, coercion, discrimination or reprisal and in wages shall be kept whole. The Arbitrator's
17 jurisdiction shall endure to final decision, except as herein otherwise provided.

18 **G. Step Seven:**

19 (1) At the conclusion of the hearing(s) an oral decision may be rendered.
20 Within fourteen (14) calendar days of the termination of the hearing(s) the Arbitrator shall render his
21 final typewritten decision which shall be dated and which shall include orderly and concise Findings
22 of Fact. Copies of the final decision shall, be furnished the Union and County. The Arbitrator shall
23 have power to and may, from time to time, provide reasonable continuances and postponements of
24 the hearing(s) as deemed appropriate or as agreed by the Union and the County. Fees for arbitration
25 shall be shared equally by the Union and the County. If the Union and County agree that a
26 shorthand, stenotype or other reporter should take the proceedings, the costs incidental thereto shall
27 be shared equally and each shall have access to the record. If the Union or the County provide their
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1 own separate means for recording the proceedings, such shall not, as a matter of right, be available to
2 the other.

3 (2) In the event of death or other disqualification or unavailability of the
4 Arbitrator, a replacement may be made consistent with initial Arbitrator appointment provisions and,
5 in such event, no fee shall be due the displaced Arbitrator.

6 (3) Arbitrators agree, by accepting the position of Arbitrator, to abide and be
7 bound by the provisions of this Article.

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1 **ARTICLE 13: SENIORITY**

2 **Section 1.**

3 A. **Seniority** is defined as total length of service with King 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, King 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 lay-off; they shall be credited with
21 all days previously worked for purposes of computing bargaining unit seniority as set forth in Section
22 4 (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 same 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.** Employees on an approved leave of absence without pay shall not accumulate
2 seniority credits during such absence.

3 **Section 8.** When an employee is, or has been promoted or transferred from the bargaining
4 unit to another job so as to be excluded from coverage by this Agreement, such employee may be
5 returned to the unit by the County and he shall resume his seniority which he 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 - all Divisions, excluding the Division of Solid Waste
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.

1 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

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

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1 ARTICLE 15: SAVINGS CLAUSE

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

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1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The Employer 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 Such a resignation may be rescinded by the department head if the employee presents satisfactory
12 reasons for his absence within three (3) calendar days of the date his automatic resignation became
13 effective.

14 **Section 2.** Upon notification in writing by the County to the Union that any of its members
15 are engaged in a work stoppage, the signatory organization shall immediately, in writing, order such
16 members to immediately cease engaging in such work stoppage and provide the County with a copy
17 of such order. In addition, if requested by the County, a responsible official of the Union shall
18 publicly order such employees to cease engaging in such a work stoppage.

19 **Section 3.** Any employee who commits any act prohibited in this Section will be subject in
20 accord with the County's Work Rules to the following action or penalties:

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

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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ARTICLE 18: EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall be effective upon signature and shall continue in force and effect from January 1, 1995 through December 31, 1997; provided, however, that either party may, for purposes of negotiating alterations in wages and fringe benefits, open this Agreement upon written notification not later than 60 days before the expiration of this Agreement. "Notice of Opening" is in no way intended by the parties as a termination of nor shall it in anyway be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

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

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

4
5 APPROVED this 19th day of August 1996.

6
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8 Pete

9 King County Executive

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12 [Signature]

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14 Teamsters, Local 174

15
16 8-7-96

17 Date

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19 160C0196

Executed	_____
Typed	_____
Proofed	_____
Ratified	_____
Agent OK	<u>[Signature]</u>
Please Initial & Date	