



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19838

Proposed No. 2024-0340.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the
2 Memorandum of Agreement negotiated by and between
3 King County and the Teamsters Local Union No. 174,
4 representing truck driver III, utility worker (tipper
5 classification), and scale operator employees working in the
6 solid waste division of the department of natural resources
7 and parks, and establishing the effective date of the
8 agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The Memorandum of Agreement negotiated by and between King
11 County and the Teamsters Local Union No. 174, representing truck driver III, utility
12 worker (tipper classification), and scale operator employees working in the solid waste
13 division of the department of natural resources and parks, which is Attachment A to this
14 ordinance, is hereby approved and adopted by this reference made a part hereof.

Ordinance 19838

15 SECTION 2. Terms and conditions of the agreement shall be effective on
16 January 01, 2025, through and including December 31, 2025.

Ordinance 19838 was introduced on 10/15/2024 and passed by the Metropolitan King County Council on 10/22/2024, by the following vote:

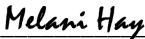
Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Signed by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Hay, Clerk of the Council

APPROVED this _____ day of 10/30/2024, _____.

Signed by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement By and Between King County and Teamsters Local Union No 174 Affiliated with the International Brotherhood of Teamsters

**Memorandum of Agreement
By and Between
King County
and
Teamsters Local Union No. 174
Affiliated with the International Brotherhood of Teamsters**

Subject: Pilot Project to end hauling and tipping on weekends

Background:

1. The current Appendix between the parties, at Article 9.3.A, provides that the “standard work schedule” for Truck Driver III’s shall be a 7/10 schedule. The parties have operated as though “standard” means “at least half.” This schedule is used to haul garbage from the transfer stations to the landfill seven days a week.
2. The Solid Waste Division (SWD) and the Union have partnered in a Pilot Project to haul most of the garbage from the transfer stations to the landfill on a weekday-only schedule.
3. This Pilot Project will involve changes to the Appendix, detailed below, that will convert the hauling and tipping operations from a seven day to a five day schedule.

Agreements:

1. During the term of the Pilot Project, the parties will periodically check in on how the Pilot Project is working at regular meetings. The parties may also use the Labor-Management meetings or, as needed, additional meetings, to discuss how the Pilot Project is working.
2. The Pilot Project will begin on in January 2025 and will have a 12 month duration.
3. A one-time up-front payment of \$6,600 at the commencement of the Pilot Project will be made to any Truck Driver III’s, Tipper Workers, and the two Scale Operators at the Landfill, who are on a 7/10 schedule at the start of the Pilot Project and who are moved to a 5/8 or 4/10 schedule as a result of the Pilot Project. A second payment of \$6,600 will be made to this same set of employees at the 6-month mark of the Pilot Project, provided the Pilot Project is still in effect that time.
4. At the conclusion of the Pilot Project, SWD will determine whether it believes it is preferable, from an operational perspective, to continue with weekday hauling and tipping. If SWD decides to make the Pilot Project permanent, the Pilot Project contract language below will become permanent and employees will be paid as detailed below. If SWD decides to return to a 7-day hauling and tipping schedule, the parties will revert to the contract language that existed before the Pilot Project. At any point during the Pilot Project, the County may cancel the Pilot Project and revert back to status quo, and any additional payments that are scheduled in the future shall not be made.

5. If the pilot program is made permanent per paragraph 4 above, the parties will:
 - a. Enter into a Memorandum of Agreement to eliminate from the Appendix the 7/10 schedules for SWD Truck Drivers. The parties will also adopt the other changes to the Appendix that are detailed below.
 - b. If SWD determines that 5-day hauling and tipping will continue following the expiration of the Pilot Project (i.e. the Pilot Project is made permanent), it shall make a one-time payment of \$30,000 to all SWD Truck Driver III's, Tipper Workers, and the two Scale Operators at the landfill. No payment will be made to any employee who has separated from employment at King County (in all manners) between the start of the Pilot Project and the end date of the Pilot Project.
6. There will be no one-time payments made to any employee who becomes a SWD Truck Driver III or a Tipper Worker after the start date of the Pilot Project.
7. The following changes to the Appendix are made for the duration of the Pilot Project and, per Paragraph 5.a, be incorporated as permanent changes to the Appendix if SWD makes the Pilot Project permanent:

9.1. Hours of Work (Roads, Parks, and Fleet Divisions). The standard work schedule shall consist of five (5) consecutive standard workdays not to exceed eight (8) hours each day (5-8), exclusive of meal periods and not to exceed forty (40) hours per week, Monday through Friday inclusive. The working hours of each day shall normally be between 6:00 a.m. and 6:00 p.m. For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by State law.

9.1.a Hours of Work (Solid Waste). The working hours of each day shall be between 5:00 a.m. and 6:00 p.m. For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by State law.

9.2. Transfer Station Operators, Scale Operators ~~and Tipper Worker I's~~ Work Schedules.

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

and 8:00 p.m.

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

9.3. Solid Waste Truck Driver and Tipper Worker I, and Cedar Hills Scale Operator Work Schedules

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

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

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

CD. Vactor Truck Driver III and Fuel Truck Driver III. The work schedule for the Solid Waste Truck Driver III responsible for operating the vactor truck and the Truck Driver III responsible for fueling all Solid Waste equipment at the Cedar Hills Landfill and other Solid Waste Division sites shall be a schedule as established in this MOA Article.

D. (NEW). All employees covered under this Section 9.3 shall not be required to work on their normally scheduled day off or any designated King County holiday. Example if an employee bids a 4-10 shift Monday through Thursday that employee shall not be required to work Friday, Saturday or Sunday of the workweek. Furthermore, while this contract allows the assignment of incidental overtime past an employee's shift, in general, no employee shall be required to work past eight hours a day (or 10 hours a day if on a 4/10 schedule), exclusive of the lunch period.

E. (NEW). Work on Normally Scheduled Day Off. All employees who work on a holiday or a day that is a make-up day due to a closure (such as snow) will be guaranteed either eight (8) or ten (10) hours of work or pay at the time and one-half rate of the base wage, including any premiums. Employees who work on the holiday will also receive their holiday pay, All employees who work on other normally scheduled days off will receive pay at the time and one-half rate of the base wage, including any premiums; however there is no special guarantee of the number of hours employees will work (apart from minimums that exist in the Appendix).

Article XX.XX (New). Truck Driver III Leads. The day shift Lead and night shift Lead assignments, including alternates, will be offered in the order of seniority to the current Leads at the beginning of the Pilot Project. At the conclusion of the Pilot Project, if the schedules revert back to status quo, all previous Leads will be reinstated in their previous positions.

Article XX.XX (New). Cedar Hills Scale Operator. The two current bid Cedar Hills Scale Operators will be offered, in order of seniority, to remain the Cedar Hills Scale Operator at the beginning of the Pilot Project. At the conclusion of the Pilot Project, if the schedules revert back to status quo, all previous Cedar Hills Scale Operators will be reinstated to their previous bid position.

Article XX.XX (New). No employee covered by this appendix shall be laid off due to this pilot program. If SWD determines that it will continue 5-day hauling and tipping beyond the 12 month pilot program, no employees in job classifications covered by this pilot program shall be laid off due to the transition to 5-day hauling and tipping. It is understood that SWD may utilize the strategy of holding unfilled vacancies in order to meet the reduced headcount needed for 5-day hauling and tipping. The parties also agree that SWD may utilize other strategies, such as in-house training programs, to achieve the reductions of headcount that are needed for 5-day hauling and tipping.

For Teamsters Local Union No. 174:

DocuSigned by:


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9/27/2024

Michael Gonzales
Staff Director and Executive Assistant to the
Secretary-Treasurer

Date

For King County:

DocuSigned by:

7FF9183D724E453...

9/27/2024

David S. Levin
Senior Labor Negotiator
Office of Labor Relations
King County Executive Department

Date

Certificate Of Completion

Envelope Id: D4ADD3516A374093A3EE33D942E3836F	Status: Completed
Subject: Complete with DocuSign: Ordinance 19838.docx, Ordinance 19838 Attachment A.pdf	
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Supplemental Document Pages: 4	Initials: 0
Certificate Pages: 5	Envelope Originator:
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Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

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Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

Signed by:


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Signature Adoption: Uploaded Signature Image
Using IP Address: 71.231.152.186

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Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

Signed by:

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.