



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:

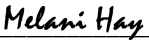
Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahiray

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:


9C7EE011347F4E7...

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	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 4	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
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

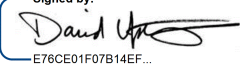
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
10/29/2024 11:58:53 AM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

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

Signature


Signed by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 71.231.152.186

Timestamp

Sent: 10/29/2024 12:03:24 PM
Viewed: 10/29/2024 12:50:59 PM
Signed: 10/29/2024 12:51:21 PM

Electronic Record and Signature Disclosure:
Accepted: 10/29/2024 12:50:59 PM
ID: a369b49d-d774-4a28-9876-feb4c71f7726


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

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

Sent: 10/29/2024 12:51:22 PM
Viewed: 10/29/2024 1:19:55 PM
Signed: 10/29/2024 1:20:45 PM

Electronic Record and Signature Disclosure:
Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

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

Signed by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 146.129.84.156

Sent: 10/29/2024 1:20:47 PM
Viewed: 10/30/2024 3:52:16 PM
Signed: 10/30/2024 3:53:56 PM

Electronic Record and Signature Disclosure:
Accepted: 10/30/2024 3:52:16 PM
ID: 166a4fe4-e363-4b31-9a58-7c7162f0d08c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

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

COPIED

Sent: 10/29/2024 1:20:48 PM
Viewed: 10/29/2024 1:47:12 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/29/2024 12:03:24 PM
Certified Delivered	Security Checked	10/30/2024 3:52:16 PM
Signing Complete	Security Checked	10/30/2024 3:53:56 PM
Completed	Security Checked	10/30/2024 3:53:56 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.