

**Coalition Labor Agreement (CLA) - Appendix for 160
Agreement Between King County
And
Teamsters Local 174**

Departments: Natural Resources & Parks, Local Services, and Executive Services

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**AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174
AND KING COUNTY**

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

ARTICLE 1: PURPOSE

1.1. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees. The articles of this Agreement set forth the wages, hours, and other working conditions for the bargaining unit employees as provided under the CLA purpose statement.

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

1.2.1. Comprehensive benefit eligible shall mean those employees in regular, probationary or term-limited temporary positions who receive comprehensive paid leaves and insured benefits.

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

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1. The County recognizes the Union as the exclusive representative of those employees whose job classifications are listed in Addendum A. The Union represents temporary and term-limited temporary employees consistent with the CLA Grievance Procedure.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

6 **ARTICLE 4: HOLIDAYS, ELIGIBILITY**

7 Pursuant to Coalition Labor Agreement, Article 10, and the following

8 **4.1.** All regular, probationary and term-limited temporary employees, except those on a
9 7/10 work schedule, shall be granted all CLA holidays with pay:

10 **4.2.** Personal holiday days can be used in the same manner as any vacation day earned
11 and can be used by those on a 4/10 shift to supplement their holiday pay throughout the calendar
12 year.

13 **4.3. A. Solid Waste.** Except for those employees who are working a 7/10 work
14 schedule, whenever a holiday falls on a regularly scheduled day off, the County will designate a
15 regularly scheduled work day on which to recognize the holiday for the affected employee(s).
16 Normally, the holiday will be recognized on the day before or the day after the holiday. The list
17 of designated holidays will be issued by December 1 of each year for the subsequent year. The
18 effect of this designation is that the employee for whom the actual holiday fell on their regular
19 day off and is now working on the designated holiday will be paid at the rate of time and one half
20 for hours worked on the designated holiday, in addition to any holiday pay required under 4.1.

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

22 **C. Third Shift Pay on Holidays.** For those employees who start their shifts the
23 day before the actual holiday (or observed holiday if the actual holiday falls on an off-shift day)
24 and work shift hours that occur on the actual holiday, the date of the holiday for payroll purposes
25 will be the day before the actual holiday (i.e., the date of the punch-in). For example, if the
26 actual holiday occurs on a Monday and the third shift employee works from 11:30 p.m. on
27 Sunday until 7:30 a.m. on Monday, then the holiday will be considered for payroll purposes to
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1 occur on Sunday (i.e., the date associated with the punch-in time). This shall apply to leave taken
2 on a holiday, as well as to hours worked on a holiday, which will be paid at time and one-half.
3 In the event that there are different pay rates for the actual holiday and the observed holiday, the
4 pay rate in effect for the actual holiday will be applied. For example, if a New Year's Day
5 holiday falls on a Monday (e.g., January 1, 2018) but, due to the terms of this subsection, the
6 holiday is allocated to Sunday (in this example, December 31, 2017), then the pay rate in effect
7 on the actual holiday (January 1, 2018) will be applied.

8 **4.4.** All employees may be required to work holidays. Except for those employees who
9 are working a 7/10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2)
10 times the employee's hourly base rate of pay plus any applicable pay premiums for all hours
11 worked in addition to the regular holiday pay.

12 **4.4.1. Solid Waste and Parks.** Except for those employees who are working a
13 7/10 work schedule, employees scheduled to work on a holiday as listed in 4.1 may request in
14 writing to take the holiday off if such request is submitted no later than three (3) working days
15 prior to the holiday. When the division receives such a request it will solicit volunteers to work
16 the shift in question. At management's discretion, if no volunteer signs up to work such shift,
17 the request may be denied. If there is more than one request from employees in the same
18 classification, the division will deny such requests in inverse order of seniority within that
19 classification.

20 **4.5. Compensation for Holiday.** For regular employees who work a forty (40) hour
21 workweek and are eligible for holiday pay, whenever a holiday occurs during an employee's
22 regularly scheduled workday (5-8 work schedule), such employee shall receive compensation for
23 the holiday on the basis of eight (8) hours of the employee's hourly base rate of pay plus any
24 applicable pay premiums (ten (10) hours for those employees on a "4-10" schedule to a
25 maximum of 112 hours per annum). Roads and Fleet Division employees working a 4-10 work
26 schedule may, at the County's discretion, have their work schedule changed to a 5-8 work
27 schedule during a week in which there is a holiday.

1 No employee shall be granted more than 112 hours of holiday time in a calendar year
2 including personal holidays as identified in CLA Article 10.

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

9 **ARTICLE 5: VACATIONS**

10 **5.1.** Regular, probationary and term-limited temporary employees shall accrue vacation
11 leave benefits for each hour paid at the straight time rate of pay, up to a maximum allowed by the
12 King County Code. Vacation accrual will be in accordance with the CLA.

13 **5.2.** Under no circumstances shall implementation of the above schedule result in a
14 reduction of the vacation accrual rate for regular employees who are assigned to a 7/10 schedule
15 as of August 1, 1996. Such employees will receive vacation leave benefits for each hour in pay
16 status exclusive of overtime as described in the following table:

17

18 Through end of year 3	.0460
19 Upon beginning of year 4	.065934
20 Upon beginning of year 11	.0769
21 Upon beginning of year 13	.087912
22 Upon beginning of year 19	(Article 5.1 Table)

23

24 **5.3. Vacation Schedule**

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

2 **Solid Waste:** The major vacation schedule in the Solid Waste Division shall be
3 determined by seniority bid, with the most senior employee having first bid. Effective January 1,
4 2023, the Solid Waste Division shall permit not more than the following percentages of the
5 employees in each job classification off on vacation leave at any one time.

6 Transfer Station Operators: 8.5%.

7 Truck Driver III's: 8.5%.

8 Scale Operators: 8.5%.

9 Tipper Worker 1's: One employee off at any time.

10 Calculations shall be rounded up, for example meaning 6.1 slots shall be rounded up to 7.
11 The number of vacation slots shall be based on the amount of budgeted Career Service
12 employees for the current year.

13 For the remainder year 2022, the SWD agrees to open up one more vacation slot a day
14 than they had under the expired contract for the TSO's (5 slots total) and Scale Operator
15 positions (4 slots total). This increase will occur effective upon implementation of this
16 agreement.

17 Vacation preference requests for a period beginning March 1 and ending the last day of
18 February the following year must be received by management no later than February 1.
19 Employees shall not request more than 28 full or partial days during the first vacation pick
20 period. The vacation schedule shall be posted on or before February 15. Vacation requests
21 received after February 1 shall be granted, in the order received, when possible. However,
22 subsequent vacation requests, up to the minimum number allowed in this section, shall not be
23 denied for arbitrary or capricious reasons. In the event of scheduling conflicts within the
24 division, classification seniority will prevail.

25 **B.** Regular part-time employees who are eligible for vacation leave may use
26 vacation to fill out their work schedule. Unless previously approved for vacation leave, an
27 employee may not take vacation leave on a day called for work during the employee's regular
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1 schedule except as provided under Article 5.3,A.

2 **5.4.** Employees who are eligible to accrue vacation leave may accrue up to sixty (60)
3 days (480 hours) vacation per year, consistent with Article 5.1 and 5.2 of this Appendix, except
4 for new hires January 1, 2018 or later, pursuant to the Coalition Labor Agreement. Employees
5 must use vacation leave in excess of the maximum accrual amount on or before the last day of
6 the pay period that includes December 31st of each year. Failure to use vacation leave beyond
7 the maximum accrual amount will result in a forfeiture of the vacation leave beyond the
8 maximum amount unless the division director/designee has approved a carryover of such
9 vacation leave because of cyclical workloads, work assignments, or other reasons as may be in
10 the best interests of the County. If end of year weather events and staffing shortages have led to
11 the cancellation or denial of vacation leave, that will be taken into consideration. The procedure
12 for requesting vacation carryover is outlined in the Vacation Carryover and Forfeiture policy
13 (Bulletin 2016-0002, as amended). Vacation carryover shall not be unreasonably withheld.

14 **5.4.A.** Employees on a 7/10 schedule, regardless of whether they are FTEs or
15 RPTs, shall have a maximum vacation leave accrual of 480/320 hours based as referenced in
16 Article 9 of the CLA.

17 **5.5.** No later than September 1, 2023, the parties shall convene discussions about the
18 levels of vacation that may be available in 2024, to determine whether the changes to vacation
19 slots that are provided above meet operational and employee needs. If the percentages above can
20 be adjusted upward without creating operational concerns, the parties will reopen negotiations to
21 allow for a higher percentage. Likewise, if the agreed upon percentages have created staffing
22 shortages, the parties will reopen negotiations to allow for a lower percentage.

23 **5.6.** Employees may use vacation in quarter hour (1/4) increments, at the discretion of
24 the division director/designee.

25 **5.7.** If an employee is injured or becomes sick while on vacation leave they can use
26 accrued sick leave, if the reasons meet the eligibility requirements for sick leave usage, for that
27 time provided the employee notifies the division director/designee. Notice must be given as soon
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1 as possible. Verification of the injury or illness from a licensed practitioner may be required, in
2 a manner consistent with state law, for approval of the sick leave request and the injury or illness
3 must be of such severity that it would have prevented the employee from working had the
4 employee not been on vacation leave.

5 **5.8. Vacation Accruals.** Vacation accruals shall be posted on the employees pay stub
6 each pay period.

7 **ARTICLE 6: SICK LEAVE**

8 **6.1** Comprehensive leave eligible employees working a 7/10 schedule who were
9 assigned to a 7/10 schedule on or before August 1, 1996 (including Scale Operators) shall accrue
10 sick leave benefits at the rate of .052750 hours for each hour in paid status, , exclusive of
11 overtime, except if an employee working a 7/10 schedule works in excess of seventy-four (74)
12 hours in one work week, the employee will accrue sick leave at the rate of .025 for each hour
13 worked in excess of 74 hours. up to a maximum of 96 hours per year.

14 **6.2. Use of Sick Leave for Bereavement.** An employee eligible for leave who has
15 exhausted their bereavement leave, will be entitled to use sick leave in the amount of five (5)
16 working days for each instance when death occurs to a member of the employee’s immediate
17 family or any relative continually living in the employee’s household.

18 **6.3 Sick Leave and Worker’s Compensation Payments.**

19 **1.** An employee who suffers an occupational illness or is injured on the
20 job may not simultaneously collect sick leave and worker’s compensation payments in a total
21 amount greater than the regular pay of the employee; though an employee who chooses not to
22 augment their worker’s compensation time loss pay through the use of sick leave will be deemed
23 on unpaid leave status;

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

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

3 **6.4. Work Rules During Use of KCFML/FMLA.**

4 **A. Reduced Schedules.** An employee may take leave intermittently or on a
5 reduced schedule when medically necessary due to a serious health condition of the employee or
6 family member of the employee; and

7 **B. Temporary Transfer.** If an employee requests intermittent leave or leave on
8 a reduced leave schedule, under Article 6.4.A. above, that is foreseeable based on planned
9 medical treatment, the manager/designee may require the employee to transfer temporarily to an
10 available alternative position for which the employee is qualified and that has equivalent pay and
11 benefits and that better accommodates recurring periods of leave than the regular position of the
12 employee.

13 **C. Concurrent Time.** Use of donated leave will run concurrently with the
14 eighteen (18) workweek family medical leave entitlement.

15 **D. Insurance Premiums.** The County will continue its contribution toward
16 health care during any unpaid leave taken pursuant to Coalition Labor Agreement, Article 11.

17 **6.5.** Failure to return to work by the expiration date of a leave of absence without an
18 approved request for the leave to be extended or abuse of sick leave may be cause for
19 disciplinary action, up to and including, termination of the employee from County employment.

20 **ARTICLE 7: INSURED BENEFITS, HRA, AND VEBA**

21 Pursuant to CLA, Article 25 and the following:

22 The County presently participates in insured medical, dental, vision and life insurance
23 plans for regular, probationary and term-limited temporary employees. The plan designs and
24 plan features for the insured benefits are negotiated in the Joint Labor Management Insurance
25 Committee (JLMIC) comprised of representatives of the County and Labor organizations,
26 including the Union. The Union participates on the JLMIC.

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

2 **ARTICLE 8: CLASSIFICATIONS AND COMPENSATION**

3 **8.1.** The classifications of work, and rates of pay, and step progression for each
4 classification covered by this Agreement shall be as listed under Addendum A. Local 174 may
5 grieve jurisdiction issues related to work performed by the classifications listed under Addendum
6 A, except as limited by the CLA Grievance Procedure.

7 **8.2.** Classifications covered by this Agreement shall be paid at the rates set forth in
8 Addendum A. All wage rates in effect for the classifications listed in Addendum A will receive
9 increases pursuant to the Coalition Labor Agreement.

10 **8.3.** Effective upon implementation of the 2018-2020 Agreement, incumbent Parks
11 Truck Driver II's were reclassified to Truck Driver III's. It is understood that new hires may still
12 be brought in as TDII's, when appropriate.

13 **8.4.** Employees who have been laid off in their classification and continue to be
14 employed by King County shall use their total County seniority for placement in the wage
15 progression when recalled to the classification from which they were laid off in accordance with
16 Article 12 Seniority. It shall be the employee's responsibility to notify the County in writing
17 upon return to their classification if they have not been placed appropriately on the wage
18 progression. Such notification shall take place within forty-five (45) days of receipt of their first
19 pay check or the back wages shall be forfeited.

20 **8.5.** For employees hired into classifications with step progression, the initial step
21 placement will be determined by the County.

22 **8.6. Promotional Pay.** A regular employee who is promoted from one classification
23 covered by this Agreement to another classification covered by this Agreement, shall be placed
24 into the lowest pay Step of the higher classification which still provides for a wage rate that is at
25 least 5% higher than that currently being received by the promoted employee, not to exceed the
26 top step of the new classification.

27 **8.7. Demotional Pay.** A regular employee who is demoted from one classification

1 covered by this Agreement to another classification covered by this Agreement, shall be placed
2 into the highest pay Step of the lower classification which still provides for a wage rate that is
3 lower than that currently being received by the demoted employee.

4 **8.8. Temporary Positions.** With the exception of temporary truck drivers hired in RSD
5 during cases of alert status emergencies, as defined in Addendum C, temporary employees will
6 be paid at the first step of the pay range specified in Addendum A. Temporary employees are
7 not eligible for comprehensive paid leaves or insured benefits. In the event that the temporary
8 employee exceeds the annual working hour threshold defined in Chapter 3.12 of the K.C.C, the
9 employee may also be entitled to receive additional compensation and also may be eligible to
10 participate in the medical component of the insured benefits plan as provided under the Chapter
11 and subsequent revisions thereof. All Temporary Sign and Marking Specialists shall be hired as
12 Sign and Marking Specialist I's.

13 **8.9. Premium Pay.**

14 **A.** All Sign and Marking Specialists with commercial driver's licenses and
15 hazardous materials endorsements will be paid a premium of two and a half percent (2.5%) per
16 day for using the striper truck and performing striping duties.

17 **B. Hazardous Materials Endorsement.** Management shall designate the
18 number of Truck Drivers and Sign & Marking Specialists who are required to have a Hazardous
19 Materials Endorsement.

20 Haz-Mat endorsed drivers will not be assigned to perform Haz-Mat work that
21 crosses divisions or job classifications.

22 Those who are required to have a Hazardous Materials Endorsement shall receive
23 a \$70/month endorsement premium. Additionally, Truck Drivers and Sign & Marking
24 Specialists who have a Hazardous Materials Endorsement will be paid a 2.5% premium for all
25 hours of a day in which they are assigned to driving a fuel truck (SWD) or the striper truck
26 (Roads) and performing striping duties including the transport of paint (the transportation of
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1 paint shall be done in accord with the jurisdictional lines between the Roads drivers and Signs
2 and Markings Specialist).

3 Consistent with CLA Article 44, King County shall cover the cost of Hazardous
4 Materials Endorsements and licensure and renewal costs, for all employees who may be assigned
5 to operate the fuel truck or the striper truck. The selection process shall be based on 1.
6 Employees in a job that will perform Haz-Mat duties, 2. Seniority within jobs required to have
7 the certification.

8 Any employee who has been trained for the Hazardous Materials Endorsement at the
9 County's expense, and remains required to hold the endorsement, must continue to renew their
10 Hazardous Materials Endorsement and be available to drive the vehicles that require the
11 endorsement.

12 Each Division shall send a list of employees to the Union annually with names of
13 employees who are required to have a Haz-Mat endorsement. The County shall also send the
14 Union any updated list as needed throughout the year.

15 **C. Transfer Station Operators Maintenance and Household Hazardous**

16 **Waste Positions.** Employees in the TSO Maintenance or HHW assignments will receive a fifty
17 (\$.50) cent premium for all hours compensated. Employees in the TSO Maintenance or HHW
18 assignments for a second consecutive year shall receive an additional one dollar (\$1.00) premium
19 for all hours compensated during that second year. Employees in the TSO Maintenance or HHW
20 assignment for three or more consecutive years will receive an additional one dollar and fifty
21 cents (\$1.50) premium for all hours compensated during those years. This premium rate of fifty
22 (\$.50) cents per hour shall apply only for actual hours worked for employees filling into these
23 bid positions.

24 **8.10. Lead Compensation.** An employee assigned in writing by the manager/designee
25 to be a lead will receive a premium of 10% for all time assigned. Leads have responsibility for
26 assigning, tracking, organizing and scheduling. Leads do not make hiring decisions, establish
27 job performance standards or effectively recommend or participate in disciplining employees.

1 Assigned Leads shall be paid only for actual hours worked for any required “transitional”
2 communications.

3 The 2021-2024 Appendix increases Lead pay from 7.5% to 10%. This increase shall be
4 effective prospectively upon implementation of the new contract.

5 A. If no full time 7/10-eligible employees choose to show interest for an open
6 Lead assignment, then the County may select another qualified employee who shows interest in
7 the lead position (as determined by management).

8 B. In accordance with paragraph A, by December 16 of each year, any full time
9 7/10 eligible employee(s) may show interest in the lead assignment and if they so choose can
10 replace the less senior non full time 7/10 eligible employee out of that position. If more than one
11 full time 7/10 eligible employee shows interest in the lead position, the County may select the
12 full time 7/10 eligible candidate of their choice to fill the lead position. This language does not
13 allow for the replacement of a lead who had the seniority to be 7/10 full time eligible at the time
14 they were assigned to the lead team.

15 **8.11. Scale Operator/TSO Leads Cell Phone Lead Standby Pay.** All designated Scale
16 Operator/TSO Leads required in writing to carry pagers or cell phones during their normally
17 scheduled time off shall be compensated at the hourly rate of \$2.00 (two dollars) for all time
18 spent while so assigned and not receiving other compensation. Assigned work from home will
19 be paid at a minimum of fifteen (15) minutes, in fifteen (15) minute increments.

20 **8.12. Overtime.**

21 **Contractual daily overtime** shall be paid to employees who work more than their
22 regularly scheduled workday, inclusive of alternative work schedules, at the Contractual
23 Overtime Rate in effect at the time the overtime work is performed.

24 **Contractual weekly overtime** shall be paid to employees for all hours compensated in
25 excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the
26 time the overtime work is performed.

1 **The Contractual Overtime Rate** for each overtime hour worked shall be one and one-
2 half (1-1/2) times the combined amount of the employee’s hourly base rate of pay, as specified in
3 the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time
4 the overtime is worked that are contractually required to be included when calculating
5 the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of
6 pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to
7 the FLSA.

8 For purposes of calculating contractual daily overtime and contractual weekly overtime,
9 hours compensated shall be considered hours worked.

10 **A.** No employee shall have their work schedule altered for the sole purpose of
11 avoiding the payment of overtime. No employee shall be required to work on their scheduled
12 day off in lieu of their scheduled workday. Nothing herein shall be construed as meaning that an
13 employee shall receive overtime pay for Saturday or Sunday work when such work is performed
14 on their scheduled workday.

15 **B.** Employees on a 5-8 schedule who are required to work beyond eight (8) hours
16 a day at the direction of their supervisor shall be compensated at the rate of one and one-half (1-
17 1/2) times the employee’s regular hourly rate of pay for time compensated in excess of eight (8)
18 hours per day or forty (40) hours per workweek. Employees on a 4/10 schedule who are required
19 to work beyond ten (10) hours a day at the direction of their supervisor shall be compensated at a
20 rate of one-and-one-half (1-1/2) times their regular hourly rate of pay for all time compensated in
21 excess of ten (10) hours per day or forty (40) hours per workweek. Employees on a 7/10
22 schedule who are required to work beyond ten (10) hours a day at the direction of their
23 supervisor shall be compensated at the rate of one-and-one-half (1-1/2) times their regular hourly
24 rate of pay for all time compensated in excess of ten (10) hours per day or forty (40) hours per
25 workweek. Only compensated straight-time hours will be used to calculate the 40 hour weekly
26 threshold for overtime. Time compensated at the overtime rate will not be included in the
27 calculation of the daily or 40 hour weekly threshold.

1 C. All overtime shall be authorized in advance by the managers/designee in
2 writing, except in emergencies.

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

4 1. The County reserves the right to assign off-shift work, to be paid at the
5 premium double time (2X) hourly base rate of pay plus any applicable premiums, in inverse
6 order of seniority on a rotating basis, if there are no volunteers for the work.

7 2. If a Scale Operator is assigned to mandatory work during their off-
8 shift, but does not work, this shall be treated as an unauthorized absence unless the supervisor
9 has approved the absence.

10 3. Hours already paid at the double time hourly base rate of pay are not
11 used for the purposes of determining weekly overtime.

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

16 5. Assigned mandatory shifts will not be cancelled or reduced more than
17 72 hours after the time of assignment except by mutual agreement between the employee and the
18 County.

19 **8.13. Call Out.**

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

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

1 C. A “callout” will be defined as a circumstance where an employee has left the
2 work premises and is subsequently required to report back to work prior to their normally
3 scheduled shift.

4 **8.14. Signs and Marking Stand-by.** Employees assigned to be on stand-by shall
5 receive 10% of their hourly base rate of pay for all time spent while so assigned and not
6 receiving other compensation for hours worked. Employees shall be required to be available for
7 any call when on stand-by. When called out stand-by will cease and the employee shall receive
8 call out pay as identified in Article 8.13. Following the call out, employees can be reassigned to
9 stand-by as needed

10 **8.15. Shift Premium Pay.**

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

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

15 C. The premiums shall be applied to the working hours listed in Article 9.

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

18 E. Employees who work a 7/10 work schedule will receive a shift differential of
19 14.3%.

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

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

23 **8.16. Reimbursement for Personal Transportation.** Pursuant to Coalition Labor
24 Agreement.

25 **8.17. Transportation Benefits.** Pursuant to Coalition Labor Agreement, Article 34, and
26 the following:

27 A. Non-regular part-time and temporary employees shall receive cash in lieu of
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1 the fully subsidized “regular (Metro) transit pass” effective upon their exceeding the equivalent
2 of six (6) months of full-time employment in a year. The amount of cash paid shall be pro-rated
3 based on the employee’s normal workweek, not to exceed \$20 per month.

4 **8.18. Emergency Work.** Emergency work, at other than the normal scheduled working
5 hours or special scheduled working hours not enumerated in this Article, will be compensated as
6 overtime. In the event this overtime work is accomplished prior to the normal working hours
7 and the employee subsequently works their regular shift, their regular shift shall be compensated
8 at regular time. Any employee who takes an assignment in Roads to help with a weather related
9 issue shall be compensated at the overtime rate as outlined in this Article.

10 **8.19. Scheduled Overtime – Solid Waste, Roads and Parks Divisions.** Scheduled
11 overtime work, which may be required and is generally scheduled on weekends and holidays, or
12 the employees off-shift, shall first be offered to employees on a rotating seniority basis within the
13 work classification as outlined in Article 12.10. With the exception of laid off bargaining unit
14 members working as TLT’s, no TLT’s or STT’s may utilize the overtime wheel until the wheel
15 has been exhausted for the day.

16 **8.19.1. Roads Division.** For work groups in which there is more than one pit-
17 site, the overtime shall first be offered to employees on a rotating basis within the pit-site, then to
18 the entire work group. If the overtime is a continuation of work previously started by a particular
19 crew within a work group, the overtime will first be offered to employees on a rotating seniority
20 basis within the crew, then to the work group as described above. A work group is defined as a
21 maintenance division or an entire crew operating out of the central shop, i.e., drainage crew,
22 bridge crew, etc.

23 **8.20. Solid Waste Division Off Shift Work.** Employees who desire to work on their
24 off-shift shall indicate their availability and shall be offered such work if available in order of
25 seniority on a rotating basis. Employees shall only be included in this rotation after completing
26 training.

27 **8.20.1. Scale Operators Off Shift Work.** Work shall be scheduled the Saturday
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1 prior to the next week beginning on Tuesday, except in case of necessity arising at a later time.

2 **8.20.2. Lead Off-Shift Work.** An employee designated as Lead must select
3 available off-shift lead assignments before selecting other off-shift assignments.

4 a. Scale Operators. Each lead off-shift overtime assignment will count as
5 one (1) pass on the overtime wheel unless off-shift lead assignments and other off-shift
6 assignments are offered on the same day.

7 b. Truck Drivers. Each lead off-shift overtime assignment will count as
8 one (1) pass on the overtime wheel unless off-shift lead assignments and other off-shift
9 assignments are offered on the same day.

10 c. Transfer Station Operators.

11 1. The lead will not be on the garbage overtime wheel. The lead
12 will be able to work overtime on garbage only after the wheel has already gone around twice and
13 the spot is still unable to be filled.

14 2. When the on-shift full time lead is absent (regardless of the
15 number of days) the off-shift full time lead will have the first right of refusal to come in on
16 overtime and perform the lead duties.

17 3. If the off-shift full time lead does not want to work, then the on
18 shift alternate lead will be given the opportunity, then the off-shift alternate lead will be given
19 the last opportunity if none of the others are available.

20 **8.21. Ferry Tickets.** Ferry tickets shall be provided for assignments on Vashon Island.

21 **8.22. Hazardous Materials Endorsement.** The County agrees to reimburse for costs of
22 the fingerprinting and background check, the test, and the endorsement fee for a Commercial
23 Drivers License hazardous materials endorsement and the time spent for fingerprinting and
24 testing if the employee is required in writing by the Division to obtain such endorsement.

25 **8.23. Compensatory Time.**

26 A. The accrual and use of compensatory time shall be administered consistent
27 with King County Personnel Rules.

1 **B.** Consistent with these rules, current practice allows employees to accrue up to
2 80 hours of comp time, subject to the different accrual rules established in each Division.
3 Under these rules and under current practice, all compensatory time balances are cashed out at
4 the end of the year.

5 **C.** Roads and Parks employees have most of their overtime opportunities toward
6 the end of the year when there is adverse weather. To provide greater opportunities for Roads
7 and Parks employees who accrue compensatory time at the end of the year to use it, the
8 following rules shall apply: For compensatory time that is accrued during a Phase 2 event (or
9 higher) in the last three months of the year (October 1 through December 31), if it is not feasible
10 for the employee to use compensatory time by the end of the year due to work demands, they
11 may request and may be approved to carry over up to 40 hours of compensatory time into the
12 next calendar year. This request shall not be unreasonably denied. Compensatory hours that
13 have been carried over must be used in the first quarter of the new calendar year, or it will be
14 paid out.

15 **8.24. Training Pay.** Effective May 1, 2022, when an employee is assigned by
16 management or their designee in writing or verbally to provide training, that employee will be
17 paid ten percent (10%) above their regular hourly rate for the hours spent training.

18 Each Division covered under this agreement shall in collaboration with the Union create,
19 finish, or update a training program for each classification within the first three months of
20 ratification. This collaboration shall include members of the bargaining unit appointed by the
21 Union. Prior to implementing a selection process for new trainers, the Division and the Union
22 will jointly develop trainer selection and removal criteria. Current trainers will continue as such
23 until a selection process has been agreed upon. Current trainers will continue as such until a
24 selection process has been agreed upon. Employees may be assigned to train other employees if
25 the current trainers do not want to train or if there are no volunteers.

26 Each Division covered under this Agreement shall, in collaboration with the Union, use
27 the existing labor-management meeting forum to discuss issues and concerns about the
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1 assignment of training roles.

2 **8.25. Tipper Workers.** If a regularly assigned tipper worker is absent for a full day then
3 the assignment shall first be offered to tipper employees in overtime status then to TDIIIs who
4 have completed the tipper worker training offered by the County. The tipper assignment for
5 TDIIIs shall be treated similar to an assignment off the special hauls list.

6 **8.26.** The Employer may change an employee’s work shift and/or work schedule for the
7 purpose of a transitional (Light Duty) Assignment. Employees will receive premium pay in
8 accordance to the shift they are assigned to while on Transitional Duty.

9 **8.27.** The Solid Waste Scale Operators, Signs and Marking, Roads and Parks employees
10 will be treated the same as the TDIII’s and TSO’s in the Solid Waste Division as it pertains to
11 the remedy for missed overtime opportunities. Any operational concerns regarding the
12 application of the overtime wheel will be discussed in Labor Management Committee.

13 **8.28. Virtual meetings.** The following rules shall apply to off-shift employees who
14 attend virtual meetings. Employees must be invited by the County to attend off-shift meetings.
15 They may not designate themselves as attendees.

16 1. Pay for collective bargaining sessions shall be governed by Article 10.11.

17 2. Union representational activities by shop stewards shall be compensated for
18 actual hours worked.

19 3. LMCs and ESJ Committee meetings shall be paid a minimum of four hours, or
20 actual time worked if longer.

21 4. Unless it is a shift extension, meetings where the County specifically requests
22 an employee to attend a virtual meeting on other topics shall be paid a minimum of four hours.
23 General invitations and mass invitations are not “specifically requesting” an employee to attend.

24 5. For other off-shift meetings where attendance is not required by the County the
25 employee shall be paid for actual hours worked.

26 **ARTICLE 9: WORK SCHEDULES AND SHIFT HOURS**

1 **9.1. Hours of Work.** The standard work schedule shall consist of five (5) consecutive
2 standard workdays not to exceed eight (8) hours each day (5-8), exclusive of meal periods and
3 not to exceed forty (40) hours per week, Monday through Friday inclusive. The working hours
4 of each day shall normally be between 6:00 a.m. and 6:00 p.m. For employees receiving paid
5 meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the
6 State provisions regarding meal and rest periods for Employees, and as such, these employees do
7 not receive a designated meal or rest period. Employees receiving a paid meal period will be
8 entitled to meal and rest periods only as described in this agreement, and not those provided by
9 State law.

10 **9.2. Transfer Station Operators, Scale Operators and Tipper Worker I's Work**
11 **Schedules.**

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

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

21 **9.3. Solid Waste Truck Driver Work Schedules**

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

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

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

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

9 **9.4. Second and Third Shifts.**

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

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

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

23 **D.** Regular employees will be paid a second and/or third shift premium for the
24 actual hours worked after 8:00 p.m. for a Transfer Station Operator or 6:00 p.m. for a Truck
25 Driver. A regular employee backfilling for a full-time employee assigned to a second or third
26 shift will receive the shift premium for that shift. Regular employees, exclusive of lead work,
27 will be paid the third shift differential (15%) for actual hours worked prior to 6:00 a.m. when
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1 assigned as a shift extension.

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

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

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

13 3. For purposes of paying shift premiums, trainings and meetings will be
14 considered a shift and paid in accordance with contractual minimums if applicable.

15 **9.5. 4-10 Schedule**

16 The County may establish a work schedule of four (4) work days of ten (10) hours each
17 work day, not to exceed forty (40) hours per work week, Monday through Friday. These shifts
18 may or may not be consecutive days. Barring a contrary majority vote of the Transfer Station
19 Operators, the 4/10 schedules for Transfer Station Operators will be consecutive days, Monday
20 through Thursday or Tuesday through Friday. This section does not apply to Scale Operators or
21 Solid Waste Truck Driver III's.

22 **9.5.1. Roads and Parks 4-10 Schedule.** The County may establish a work
23 schedule of four (4) work days of ten (10) hours each work day, Monday through Friday. The
24 Union and the County shall discuss the 4/10 schedule at the LMC annually, no later than March.
25 This schedule, when implemented, shall generally be implemented beginning with the workweek
26 that includes Memorial Day and concludes with the workweek that includes Labor Day. Any
27 deviation from this schedule shall be accompanied with thirty days of notice from the County, or
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1 based on mutual agreement between the County and the Union. The County and the Union share
2 an interest in predictable and reliable work schedules known well in advance by the employees,
3 and support the appropriate use of a 4-10 schedule.

4 **9.6. Shift Bidding - Solid Waste Truck Drivers and Tipper Worker I.**

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

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

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

22 **9.7. Transfer Station Operators and Scale Operators.**

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

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

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

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

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

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

14 **9.8. Roads Work-Site Selection Process.**

15 A. Prior to filling a vacant bargaining unit position, employees of the bargaining
16 unit will be provided with the first opportunity to transfer into the vacancy. Probationary
17 employees will not be transferred until they have completed either their three month or six month
18 evaluations (i.e. a three month evaluation period shall not be interrupted by a transfer). TLTs
19 shall not be included. The County determines when a position is vacant and when, and if it will
20 be filled. The most senior employee in the classification will receive the first right of refusal for
21 that position, provided the following conditions are met:

- 22 1. The employee is qualified to perform the work;
23 2. The transfer does not create an actual or potential legal risk to the
24 County, examples of which include:

- 25 a. There is no legal restraining order requiring separation of the
26 employee requesting the transfer and one or more members of the planning unit into which the
27 employee wishes to transfer;

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

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

6 **d.** The employee is not on a corrective action plan as a result of a
7 disciplinary process, unless it is mutually agreed otherwise.

8 **B.** Employees can submit or withdraw written requests at any time but will only
9 be considered for a transfer if it is on file prior to the transfer review meeting. The County will
10 post a notification at all work units of its intent to review transfer requests ten (10) days prior to
11 doing so as a reminder to employees to submit requests if interested. The advance notification
12 will include the current vacant positions(s). Given that each transfer results in a subsequent
13 vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer
14 review meeting. All transfers will be reviewed and approved by the maintenance operations
15 manager or designee. Requests on file will be reviewed and approved by the maintenance
16 operations manager or designee. Requests on file will be purged annually.

17 **9.9. Parks Truck Driver.**

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

21 **B.** During the first pay period of each year, there will be a voluntary sign-up
22 period during which regular Parks Truck Drivers may indicate their preferred shift(s). The sign-
23 up period shall be open for ten (10) calendar days. Concurrently the division will conduct a bid
24 for all trucks beginning with the most senior driver. Drivers may still be assigned on a daily
25 basis based on operational need to drive any Parks vehicle necessary to complete the assignment.

26 **C.** At the close of the sign-up period, the supervisor shall complete the bidding
27 process by seniority.

1 D. Nothing herein shall affect the County’s ability to assign work.

2 **9.10. Regular Part Time Solid Waste Division.**

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

7 B. Regular part-time employees shall be assigned to work as needed on a 7/10
8 work schedule with an equal number assigned to both seven (7) day shifts. Initial assignment to
9 shifts “A” and “B” shall be on the basis of seniority. Subsequent calls to work shall be made on
10 the basis of seniority within shift. Employees shall be guaranteed a minimum of four (4) hours
11 for each day assigned to work. Regular part-time Scale Operators shall select on-shift
12 assignments on the basis of seniority with the longest remaining shift(s) being covered by the
13 least senior employee(s) prior to assigning any remaining shift(s) to the overtime wheel. The
14 County reserves the right to assign work as needed for Scale Operators, in inverse order of
15 seniority, without restriction as to location of assignment, day of assignment, shift (day, second,
16 third) or work performed. Travel time between work locations will be compensated and will be
17 included when calculating the four (4) hour guarantee. Employees are also eligible for mileage
18 reimbursement under the Coalition Labor Agreement, Article 24 when using their own car when
19 traveling between work locations.

20 C. Regular part-time employees shall not normally work more than seventy (70)
21 hours during any consecutive two (2) week period. Off shift regular part-time employees having
22 sixty (60) hours (sixty-six (66) hours for Scale Operators) or less time during the regular
23 scheduled seven (7) days on, will be offered the first opportunity to fill out their seventy (70)
24 hours during a consecutive two (2) weeks period on a rotating basis with the most senior being
25 called first. If make-up work is offered, but declined by the employee, this shall be treated as
26 hours worked for scheduling purposes. For Scale operators, work that exceeds forty (40) hours
27 in any FLSA workweek shall not be allowed except as described in Section 8.12.B. or unless
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1 there are no volunteers to cover the work. Any work beyond the seventy (70) hours specified
2 herein shall be offered to regular employees as specified in Article 8.20.

3 **9.11. Altering of Work Schedules - Roads, Fleet and Parks.**

4 **A. Planned Work Schedule and/or Shift Change.** Supervisors may
5 temporarily change an employee's work schedule and/or shift for planned projects. Such change
6 will normally require at least two (2) weeks of notice to the employee.

7 **B. Unanticipated/Workweek Schedule and/or Shift Change.** Normally at
8 least eight (8) hours advance notice shall be given the employee prior to temporarily changing
9 the employee's workweek schedule and/or shift to perform unanticipated projects, and/or
10 operations. In the event of snow removal, flood control, sanding, or other operations due to acts
11 of nature which may or may not be anticipated, an employee may be placed on "Alert Status"
12 and the eight (8) hours of advance notice will not be required.

13 **9.12 Alert Status - Roads - Road Services Employees** will, in addition to their regular
14 shift and schedule, will be assigned an alert status shift and schedule (Alert). The alert status and
15 schedule shall be bid by November of each year annually.

16 **9.12.1 Shift Duration - Alert** may be of varying duration; however, Alert will be
17 at least eight (8) hours if the employee is regularly on a 5/8 work schedule or ten (10) hours if the
18 employee is regularly on a 4/10 work schedule when the alert status shift is in lieu of the
19 employee's normally scheduled shift, and eight (8) hours when the Alert shift is on a regular
20 scheduled day off or holiday.

21 **9.12.2 Alert Notification -** Given the unpredictable nature of operational needs,
22 Alert may be called at any time and limited to the number of employees necessary to fulfill
23 operational needs. Implementation of Alert Status will be considered to have taken place when
24 the work hours of the employee's normal shift have been altered without the required advance
25 notification.

26 **9.12.3 Transition to Alert -** Transition to Alert may occur during an employee's
27 regularly scheduled work day. In such cases, employees may be sent home before the end of the
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1 regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on
2 their regular shift until the start of the Alert shift. The decision to send an employee home or
3 require them to remain at work will be determined by the County based on operational and safety
4 considerations, taking into consideration the desire of the employee. No employee shall be
5 required to work past 12 hours during the transition if that employee indicates to management it
6 would be unsafe for them to do so. If the employee requests and is approved to be relieved from
7 their regular shift, they may use accrued vacation leave, compensatory time, or leave without pay
8 for that portion of the regular shift the employee did not work. If the employee is relieved by
9 management from their regular shift, the employee will be compensated for the remainder of the
10 shift.

11 **9.12.4 Compensation**

12 **A.** When an employee transitions to the Alert shift during their normally
13 scheduled shift, the employee will receive overtime for all time on the Alert shift that is worked
14 on the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been
15 worked and paid at straight time.

16 **B.** When an employee begins the Alert shift on the day the employee is
17 regularly scheduled to work but does not work their regular shift, or begins the Alert shift during
18 the same day the employee was relieved of their regular shift as provided under Section 9.12.3,
19 or works the Alert shift on a day the employee is not normally schedule to work, the first four (4)
20 hours worked on the Alert shift is paid at the rate of one and one-half (1-1/2) their base rate of
21 pay. The next eight (8) hours worked will be at the employee's base hourly rate of pay.

22 **C.** If an employee on Alert is approved to leave work at their own request
23 or at the beginning of a leave as provided under 10.12.4, they will be paid only for the hours
24 worked.

25 **D. Leave Accruals** - An employee on Alert shift during a normally
26 scheduled workday will receive sick and vacation leave accruals for the first eight (8) hours
27 worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a
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1 4/10 work schedule.

2 **E. Pay when working an alert status shift on regularly scheduled days**

3 **off** - When an employee works an Alert shift on a regularly scheduled day off (e.g., holiday,
4 Saturday, Sunday), the employee will be paid in accordance with Section 8.18 with a minimum
5 of eight (8) hours of paid time.

6 **F. Shift premium** - Alert shifts will not be subject to shift premium pay

7 as provided under Section 9.15; except, if the employee is regularly assigned to the second or
8 third shift.

9 **G. Compensation and Breaks While on an Alert Status Shift** - An

10 employee who is assigned to work an Alert shift will be compensated for all hours assigned to
11 the shift inclusive of all breaks. Meal and rest periods will be taken in accordance with the
12 provisions of this Agreement. The County and Union agree that by this section and RCW
13 49.12.187 the County may deviate from the meal periods and rest breaks contemplated in State
14 regulations and that the employees' meal and rest periods may be missed due to work
15 requirements. If a meal or rest period is missed, no additional pay will be provided.

16 **9.12.5. Snowplow Operations.**

17 **1.** The following provisions are intended to allow King County to ensure
18 that all of King County's snowplows, sanders, and anti-ice equipment are all in service during
19 County-wide snow and ice emergencies. Throughout this article, "snowplows" shall serve as
20 shorthand for these three types of equipment.

21 **2. Training on snowplows.** All Truck Drivers in SWD, Parks, and
22 Fleet, as well as Sign & Marking Specialists (with CDLs), will be trained to operate snowplows,
23 in addition to the Roads Services Truck Drivers who are already routinely trained in snowplow
24 operation.

25 **3. Deployment to operate snowplows.** Volunteers from Parks, SWD,
26 Signs and Markings and Fleet will be sought in order of bargaining unit seniority first; if there
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1 are an insufficient number of volunteers, employees shall be chosen by inverse bargaining unit
2 seniority.

3 **A.** If there is an insufficient number of Roads Services Truck
4 Drivers to operate all the County’s trucks with plows, then non-probationary Truck Drivers in
5 Parks, SWD, Sign & Marking Specialists, and Fleet who have been trained to operate
6 snowplows, will be activated as snowplow drivers. No employee outside of the Roads Driver
7 classification shall be required to work the night shift on snow and ice.

8 **B.** No employees in other Divisions will be used to take current
9 day shift positions and bump current Drivers in the Roads Division to the night shift. The intent
10 of this language is to ensure the current Drivers in Roads follow their current practice of bidding
11 onto the 12 hour on/ 12 hour off shift before outside employees are assigned to a snow and ice
12 event. Any staffing shortages in the night shift shall be brought to the immediate attention of the
13 LMC for resolution.

14 **C.** The determination of whether on-shift or off-shift drivers are
15 deployed first will be made by SWD based on the transportation operational needs of SWD. If
16 on-shift Drivers are activated, volunteers shall be used first; if there is an insufficient number of
17 volunteers, then snowplow-trained on-shift Drivers will be deployed to snowplow work in
18 inverse seniority.

19 **D.** SWD off-shift employees who are used to operate snowplows
20 will not lose their place on the regular overtime wheel.

21 **E.** Any employee forced to work snow and ice at any location
22 and has to travel further than 10 miles from their work domicile shall be compensated 2 hours
23 travel time. This provision does not apply to on-duty employees who are being dispatched from
24 their work domicile to any Roads location.

25 **4.** This provision shall be activated when Alert Status is activated under
26 Snow and ice Operations Phase 2, or higher, meaning that a snow and ice emergency has been
27 declared by the Roads Services Director or designee.

1 5. Signs and Marking Specialists who are assigned to work on
2 snowplows will be put in Working Out Of Class assignments as TDIII's while operating
3 snowplows.

4 6. Employees will report directly to an assigned Roads Services
5 reporting facility to operate a snowplow.

6 7. All employees will receive time-and-a-half pay ~~on~~ for all time in
7 Phase 2, or higher-while operating snowplows. For employees who have already reported to
8 work at their work domicile, this premium pay will begin once an employee is assigned to report
9 to a Roads location.

10 8. Provided that all FLSA requirements are followed, hours already
11 paid at the time-and-a-half snowplow contractual rate are not used for the purpose of determining
12 weekly overtime.

13 9.13. The County will not institute any additional work schedules or shifts outside of the
14 work schedules and shifts defined under this Article without first negotiating and securing
15 mutual agreement to the matter with Local 174.

16 9.14. The County, in order to comply with the law, may change an employee's
17 workweek. The employee who is granted a day off on the normal workweek of the shift shall
18 not be granted an off-shift workday as part of the accommodation unless no regular part-time
19 employees are available to fill available work. The employee may use approved vacation or
20 unpaid leave for the day off granted for this purpose, or may exercise seniority rights by bidding
21 to a work shift that provides for an improved accommodation. Such transfers shall be subject to
22 the Union seniority provisions or must be negotiated by the Union and the County.

23 9.15. Except as specifically provided under the written provisions of this Agreement,
24 nothing within this Agreement shall limit the County's rights to assign work, work locations and
25 vehicles.

26 9.16. If an employee is scheduled to work but no work exists, the County must notify the
27 employee at least two (2) hours prior to the beginning of the employee's shift or a four (4) hour
28

1 minimum pay will be paid.

2 **9.17.** No employee shall be required to work a shift that begins less than nine (9) hours
3 after the end of a previously worked shift. For regular part-time employees who decline to work
4 such a shift, the hours would not be treated as hours offered. No employee shall be required to
5 work a shift that begins less than ten (10) hours after the end of a previously worked shift when
6 working on Vashon.

7 **9.18.** The County will staff at least one (1) Scale Operator at transfer stations when
8 scales are open for business; except at Enumclaw and Vashon when closed to the public.

9 **9.19.** New employees in a training period will be scheduled as needed to complete a
10 training program but will not be scheduled for overtime or to replace an employee in a regularly
11 scheduled shift.

12 **ARTICLE 10: MISCELLANEOUS**

13 **10.1. Truck Selection - Solid Waste Division.**

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

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

19 **C.** Drivers filling vacancies that occur throughout the year shall be assigned the
20 truck that is associated with that position.

21 **D.** For daily operations, on-shift seniority shall prevail unless an employee
22 chooses to do a job on the special hauls list. Then that employee's truck shall be placed in the
23 truck pool for the day. This vehicle selection process may be completed prior to the start time of
24 the affected work shift. After the start time, trucks may be selected on a first-come, first-choice
25 basis.

26 **10.2. Truck Selection – Roads Division.** Replacement equipment shall be assigned to
27 the same employee whose equipment is being replaced. Prior to filling a vacancy with a transfer
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1 or new regular employee, the employees in that work group (as defined in Article 8.19.1) may
2 select an open truck on the basis of seniority.

3 **10.3.** Transfer Station Operators operate the following equipment in the exercise of their
4 job responsibilities:

5 Compaction Equipment

6 Packer

7 Backhoe

8 Tractor (Goat) to pull trailers

9 and such other equipment as may be required.

10 **10.4. Safety Meetings.** Safety meetings for employees covered under this Agreement
11 shall be conducted according to OSHA and WISHA rules and guidelines. Attendance at
12 meetings will be paid for at a minimum of two (2) hours at the overtime rate for all employees
13 not scheduled for work and who are required to attend the meeting, except for Scale Operators
14 who shall receive a minimum of four (4) hours at the appropriate rate (overtime or straight time)
15 for meetings that occur outside of their regular work hours.

16 **10.4.A. SWD Safety Meetings.** SWD will conduct required safety meetings
17 monthly. Monthly safety meetings within the Solid Waste Division Transfer Union shall be site-
18 specific and include all TSOs and Scale Operators who are working at the site that day.
19 Employees required to attend either before or after their scheduled shift will be paid a shift
20 extension in accordance with the overtime provisions in this agreement.

21 **10.5.** No employee will be required or assigned to engage in any work activity involving
22 unsafe conditions of work which are in violation of an applicable statute relating to safety of
23 persons or equipment.

24 **10.6.** Rain gear and boots shall be provided at division expense for any employee whose
25 duties are primarily done outside during inclement weather.

26 **10.7.** In relation to overloaded or defective equipment, littering, or any condition that
27 cannot be attributed to the driver, the County shall accept full responsibility of payment of all
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1 fines and citations issued to a driver and shall forthwith provide bail, pay all fines and
2 assessments, and compensate employees, at the straight-time rate, for all work missed and shall
3 also pay all necessary lodging, meals, transportation, and attorney defense fees in connection
4 therewith, provided the employee was performing pursuant to County instructions. If as a result
5 of following the County's instructions, in relation to overloaded equipment, employees suffer
6 suspension or revocation of license, the County must also offer to provide continued employment
7 for the period involved at not less than regular earnings.

8 **10.8. Labor Management.** The Union and the County agree to establish and participate
9 in a joint labor-management committee process to deal jointly with areas of mutual interest. The
10 parties may also agree to establish other kinds of joint committees. The parties are responsible
11 for selecting their participants to the joint committee(s). Under no circumstances shall collective
12 bargaining occur in any committee meeting. Any issues leading to collective bargaining will be
13 conducted in an appropriate manner. No matters that are discussed in LMCs shall be
14 implemented unless all legally required bargaining obligations between the Union and the
15 Employer have been discharged.

16 **10.8.1.** Labor Management Committees will be established within each division
17 and will include two (2) Transfer Station Operators, two (2) Truck Drivers, one (1) Tipper
18 worker and two (2) Scale Operators within the Solid Waste Division. The LMC within Roads
19 Division will include three (3) Truck Drivers from Roads and one (1) Signs and Markings
20 Specialist. The Parks Division LMC will include one (1) Truck Driver from the Parks
21 Department. A reasonable amount of time prior to any scheduled Labor Management Meeting,
22 the parties shall compile an agenda of issues to be discussed. Based on the agenda the parties
23 shall mutually agree as to which work units need to be represented. Meetings will be scheduled
24 as needed, but at least annually, with each party having responsibility for logistics of every other
25 meeting. Members who attend the Labor Management Meeting shall be compensated.

26 **10.8.2.** Topic areas for a Labor Management Committee may include, but are not
27 limited to: Safety, Pilot Programs, Transfer Station Operator shift bid process, employee cost
28

1 savings suggestions, including those related to work which is currently contracted out by a
2 division; transfer facility days and hours of operation; and Solid Waste Truck Driver III start
3 times and station assignments.

4 **10.8.3.** Once a topic has been discussed and a resolution or further action has
5 been agreed upon, the parties will take the following steps:

6 1. Action items will be assigned to a specific person, and that person will report
7 back to the group at the next meeting.

8 2. There will be a agreed upon method of distribution of information depending on
9 the classification and the action item discussed.

10 3. Management shall not unilaterally schedule meetings with employees outside of
11 the LMC without mutual agreement.

12 **10.8.4.** The County will provide ninety (90) days notice, if possible, but no less
13 than thirty (30) days notice when it intends to change the hours and/or days of its operations.

14 **10.8.5.** The County will process information requests made by the Union as
15 required by law.

16 **10.8.6. County and Union Partnership.** When invited by the County, the
17 Union’s Secretary-Treasurer/designee will meet with the County to address any operational
18 matter.

19 **10.9. Drug and Alcohol Testing Policy.**

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

23 **B.** 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 twenty-four
25 (24) hours of testing or as soon as possible thereafter.

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

1 **10.10.** The Union may have one (1) member from each of the eight (8) work units listed
2 under Article 12.10, except Fleet, to attend contract negotiations with the County. The employee
3 will suffer no loss of regular, straight-time pay when contract negotiations are held at the same
4 time as the employee’s regular scheduled hours of work.

5 **10.11.** As a condition of employment, positions requiring a driver’s license must have
6 valid Washington State driver’s license and necessary endorsements for the position. The
7 County has the right to check licenses when it deems necessary.

8 **10.12. Loan in-Loan out - Roads Division.**

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

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

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

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

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

27 **E.** Employees loaned-out to another work group are eligible for call-outs in that
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1 work group. While loaned out to another work group, the employee is no longer considered a
2 member of the work group to which they are regularly assigned for the purposes of call outs,
3 except during an “alert” schedule (Article 9.12), when the employee will be recalled to their
4 regularly assigned work group.

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

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

15 **10.13.** Temporary employees shall not be used to supplant regular positions.

16 **10.14. Safety Gear.**

17 Employees who are required to wear specific safety footwear and/or who want to
18 purchase additional approved safety gear not already provided for by the County, will be
19 provided up to a total of two hundred dollars (\$200.00) per calendar year, per employee, in the
20 method preferred by each Division (i.e. reimbursement, voucher, stipend, or PCard). Scale
21 Operators will be provided up to one hundred dollars (\$100.00) per calendar year toward the
22 purchase of sturdy, closed toed shoes. Employees who are reimbursed will be responsible to
23 purchase the required footwear or additional approved safety gear, and submit an Expense Claim
24 Form and receipt.

25 **10.15. Cameras, AVL and Card Readers.**

26 **A.** The County agrees not to solely rely on camera footage, AVL data, or card
27 reader data as the basis for discipline for a first offense, except in cases where the violation is
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1 covered under 11.4 (excluding harassment and/or discrimination, and insubordination
2 referencing #2 and #7 in Article 11.4)

3 **B.** The County expressly agrees that any real time viewing of camera footage,
4 AVL data, or card reader data is for operational reasons and will not be used for surveillance of
5 employees for the purpose of disciplinary action.

6 **C.** The County will not access camera footage, AVL data, or card reader data for
7 the purpose of disciplinary action unless it has a documented good-faith reason to do so, based
8 upon a reasonable suspicion an employee has committed an offense that could result in
9 discipline. The County agrees not to request or view camera footage, AVL data, or card reader
10 data without any other evidence, involving an employee who may have committed a violation of
11 some rule or policy which could result in disciplinary action (no fishing expeditions). The
12 County is prohibited from requesting camera footage based on a complaint by a co-worker unless
13 the incident rises to the level of an offense covered by Article 11.4. The Employee and Labor
14 Relations Representative for the Division must approve any such request.

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

25 **E.** The County agrees to comply with requests from the Union for camera
26 footage, AVL data, or card reader data, where discipline or the potential to issue discipline
27 exists.

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

3 G. The timelines addressed in 11.6 shall apply to the use of camera recordings as
4 well.

5 **10.16 Tailgate sanders:** The parties agree that tailgate sanding work may be assigned to
6 any members of the Teamsters Local 174 bargaining unit as well as Roads Maintenance Workers
7 (who are represented by Teamsters Local 117-Joint Units Agreement).

8 **10.17 TSO-In-Training Program.** The Solid Waste Division will be developing a
9 TSO-In-Training program. Employees who are selected for the training program will be placed
10 in Special Duty assignments. Prior to the launch of the program, SWD commits to partnering
11 with the Union to develop the parameters of the program and will negotiate and reach mutual
12 agreement on all aspects that are required by law and not otherwise covered by this Appendix.

13 SWD previously created a CDL training program that the parties agree worked
14 successfully. The parties intend to use this as a framework for the TSO-In-Training program,
15 with the key exception that the CDL program does not use Special Duty assignments.

16 **ARTICLE 11: DISCIPLINE AND DISCHARGE**

17 **11.1.** No regular employee shall be disciplined except for just cause. Employees will not
18 be disciplined for off-duty conduct unless such conduct is job related.

19 **11.2.** As a condition precedent to any suspension or discharge, the County must have
20 given the employee a written reprimand wherein facts forming the grounds of the County's
21 dissatisfaction are clearly set forth. The facts therein set forth must be of the same general type
22 as those upon which the suspension or discharge is founded.

23 **A.** Written reprimands, suspensions or discharges must be given by registered,
24 certified mail or personally with a written acknowledgment of receipt.

25 **B.** Copies of all written reprimands, suspensions or discharges shall concurrently
26 be forwarded to the Union.

1 **11.3.** Written reprimands shall not be subject to the grievance procedure unless and until
2 such time as these written reprimand(s) are relied upon to support a subsequent and timely
3 suspension or discharge, in which case such written reprimands shall be adjudicated in conjunction
4 with and in accordance with the timelines of the subsequent grievance for the suspension or
5 discharge.

6 Letters of reprimand shall be expunged from and employee’s personal history file after a
7 period of twelve (12) months.

8 **11.4.** Written reprimands are not necessary if the grounds are:

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

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

14 3. Recklessness – Defined in Black’s Law Dictionary.

15 4. Unauthorized use of County property, including unauthorized passengers while
16 operating County vehicles.

17 5. Possession, sale or use of controlled substances intoxication or drinking while
18 on duty.

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

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

26 8. Theft – Defined as stealing time, materials, money or equivalent.
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1 **11.5.** Discharges or suspensions must not be founded on evidence secured directly or
2 indirectly through entrapment. Further, except for surveillance by on duty officers of the law,
3 discharges or suspensions, for reckless driving must not be founded upon evidence secured
4 directly or indirectly through surveillance. Observations by supervisors made in the field during
5 the performance of their duties are not considered surveillance.

6 **11.6.** In no event shall a written reprimand be served, or notice of intent to suspend or
7 discharge be issued, more than ninety (90) calendar days following the date that the County
8 knew or reasonably should have known of the incident; or it shall be considered null and void
9 except, for the infractions related to criminal investigations, or when witnesses or the accused are
10 unavailable due to leave for FMLA qualifying reasons. For the infractions that are exempted by
11 the ninety (90) calendar day limitation, the county shall act on the infraction within a reasonable
12 time period, and maintain contact with the Union regarding any significant delays.

13 **A.** Following the County’s notice of intent to suspend or discharge, a Loudermill
14 hearing shall be held within ten (10) working days of the notice, unless otherwise mutually
15 agreed to by the parties. The final discipline decision shall normally be rendered within ten (10)
16 working days of the hearing, unless otherwise mutually agreed to by the parties. If the final
17 discipline decision is grieved by the Union under the CBA, the Step 2 hearing will be in front of
18 an agency official other than the Loudermill hearing officer.

19 **ARTICLE 12: SENIORITY**

20 **12.1. Seniority Defined.**

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

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

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

26 **D.** Local 174 Seniority is defined as total length of service in a 174 job
27 classification covered by this Addendum.

1 **12.2.** In the event of reduction-in-force, work unit seniority shall have greater weight
2 than departmental seniority.

3 **12.3.** Where two or more employees have the same seniority within the bargaining unit,
4 then departmental and, if required, County seniority shall apply.

5 **12.4.**

6 **A.** A regular employee shall be entitled to work unit seniority when such
7 employee shall have completed a probationary period of six (6) consecutive months in a work
8 unit covered by this Agreement. Probationary periods may be extended by mutual written
9 agreement between the County and the Union.

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

12 **C.** Employees laid off during their six (6) month probationary period may be
13 recalled to work unit work within ninety (90) calendar days of their layoff, they shall be credited
14 with all days previously worked for purposes of computing work unit seniority as set forth in
15 Article 12.1.C.

16 **12.5.** Seniority rights shall be forfeited for either of the following causes:

17 **A.** Discharge for any justifiable cause.

18 **B.** Resignation.

19 **12.6.** Employees shall not suffer a loss of work unit seniority rights and shall accumulate
20 it during the employee's absence caused by industrial illness or injury, or maternity or paternity
21 after sick leave and vacation benefits are exhausted.

22 **12.7.** When the County is hiring for a classification covered by this addendum,
23 successful eligible, or certified, candidates who are current County employees shall be hired
24 before and placed on the seniority list in that classification ahead of any non-County successful
25 eligible, or certified, candidates. This rule shall apply separately to each batch in an
26 open/continuous recruitment. In the case of multiple County employees being hired for the same
27 classification during the same recruitment or batch, hiring and seniority list placement shall be
28

1 made in the following order: Local 174 Seniority followed by Division Seniority followed by
2 Department Seniority followed by County Seniority. Management retains the hiring decision
3 authority.

4 **12.8.** When an employee is or has been promoted or transferred from the work unit to
5 another job outside of the bargaining unit, such employee may be returned to the work unit by
6 the County and they shall resume their seniority which they had as of the date of promotion or
7 transfer. However, employees outside of the work unit in excess of three hundred and sixty-five
8 (365) days shall not have work unit division seniority restored upon their return to the work unit.

9 Any employee who is transferred or promoted out of the work unit or bargaining unit
10 shall have the right up to 183 days to return to their former position, in the work unit, covered
11 under 12.10 of the CBA and will do so without a loss of work unit seniority. Any employee who
12 has been promoted or transferred from the work unit to another job as to be excluded from this
13 coverage by this agreement shall be able to return to the work unit without their seniority if they
14 return after 365 days.

15 Special duty assignments may be ended at any time by either the employee or the County,
16 in which case, employees will be placed back in their base job in their base work unit.

17 Employees on special duty assignments shall forfeit their seniority if their special duty
18 assignment exceeds 365 days and will go to the bottom of their previous work unit seniority list.

19 **A.** Any employee covered under Article 12.10 in this CBA who is currently on a
20 special duty assignment at the time of ratification of this agreement shall not lose their work unit
21 seniority upon return to the bargaining unit.

22 **12.9.** Employees laid off shall be recalled in the inverse order of layoff; namely, those
23 laid off last will be recalled first. A laid off employee will be removed from the recall list if the
24 employee fails to accept or report to work after being recalled, if the employee fails to respond to
25 the County's notification of recall or if the employee requests to be removed from the recall list

26 **12.10. Work Units – Defined.**

27 **A.** Transfer Station Operators: Solid Waste

- 1 **B.** Truck Driver III: Solid Waste
- 2 **C.** Truck Driver I, II, and III: Roads Services
- 3 **D.** Sign and Marking Specialists: Roads Services
- 4 **E.** Truck Driver II and III: Parks
- 5 **F.** Truck Driver I and III: Fleet
- 6 **G.** Scale Operator: Solid Waste
- 7 **H.** Tipper Worker I: Solid Waste

8 **12.11. Seniority List.** The County will supply the Union business agent with a seniority
9 list by September 1st of each year. If necessary, the list will be updated quarterly. The list will
10 have the employee’s name, classification, work unit seniority, and County seniority.

11 **12.12. Scale Operator Lateral Bumping.** Lateral bumping may occur in the following
12 situations:

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

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

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

27 **Step 2.** All affected employees in the classification and the union will be notified
28

1 in writing of the position elimination at least thirty (30) days prior to the event occurring.

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

5 **Step 4.** All affected regular fulltime and regular part-time employees bid for
6 position preferences in order of priority. The supervisor shall provide a formal position list to
7 each affected employee with the notice provided per Step 1 above, which will include all work
8 locations and shifts available for bid.

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

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

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

19 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

20 Grievances involving allegations of discrimination that are not resolved through the
21 grievance procedure of CLA Article 26 may be referred by the grievant to the appropriate
22 government agency.

23 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

24 **14.1.** The County and the Union agree that the public interest requires efficient and
25 uninterrupted performance of all County services and to this end pledge their best efforts to
26 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause
27 or condone any work stoppage, including any strike, slowdown, or refusal to perform any
28

1 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
2 County functions by employees under this Agreement and should the same occur, the Union
3 agrees to take appropriate steps to end such interference. Any concerted action by any
4 employees in the bargaining unit shall be deemed a work stoppage if any of the above activities
5 have occurred contrary to the provisions of this Agreement. Being absent without authorized
6 leave shall be considered as an automatic resignation. The department head may rescind such a
7 resignation if the employee presents satisfactory reasons for their absence within three (3)
8 calendar days of the date their automatic resignation became effective.

9 **14.2.** Upon notification in writing by the County to the Union that any of its members
10 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
11 immediately cease engaging in such work stoppage and provide the County with a copy of such
12 order. In addition, if requested by the County, a responsible official of the Union shall publicly
13 order such employees to cease engaging in such a work stoppage.

14 **14.3.** Any employee who commits any act prohibited in this Section will be subject in
15 accordance with the County's work rules to the following action or penalties:

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

18 **14.4.** No member of the bargaining unit will be disciplined solely for refusing to cross a
19 picket line of a lawful strike that has been sanctioned by Joint Council of Teamsters 28. The
20 Union agrees that nothing under the agreement would limit the County in carrying out its
21 operations and functions in the event that employees exercise this provision and that doing, the
22 Union will not file a grievance or unfair labor practice or take any type of action against the
23 County.

24 **ARTICLE 15: PENSION**

25 **15.1.** The County agrees to continue contributing the following amounts for every hour
26 for which compensation is paid to the Western Conference of Teamsters Pension Trust on behalf
27 of employees within the job classifications represented by Teamsters Local Union 174:

	<u>Work Unit</u>	<u>Amount Contributed</u>
1		
2	Fleet	\$3.75/ \$1.00*
3	Parks	\$2.00
4	Roads	\$2.00
5	Signs and Markings	\$1.00
6	Solid Waste TSO	\$1.00
7	Solid Waste TDIII	\$1.00
8	Solid Waste Scale Operators	\$1.00
9	Solid Waste Tipper Worker	\$1.00

10 Employees have elected to reduce their wage rates in Addendum A by the amounts listed above
 11 for every compensable hour.

12 *Subject to approval of the WCTPT, the rate will change from \$3.75 to \$1.00 when the
 13 incumbent employee as of May 18, 2022 vacates this position.

14 **15.2.** The total amount due for each calendar month shall be remitted in a lump sum not
 15 later than twenty (20) days after the last business day of the month.

16 **15.3.** The County agrees to abide by the rules established by the trustees of said Trust to
 17 facilitate the accurate determination of hours for which contributions are due, prompt and orderly
 18 collections and accurate reporting and recording of amounts paid. Upon Union request, a copy
 19 of Pension transmittals shall be posted on the bulletin boards.

20 **15.4. Re-opener.** The parties agree that if a majority of a work unit, as defined in
 21 Article 14.10, votes to reduce their cost-of-living adjustment and increase their pension
 22 contribution by the same amount in any year, the County and the Union will make the necessary
 23 changes.

24 **15.5.** The County and Union agree that leave payout checks will not be reduced by the
 25 pension amounts above and the full wage rate should go to the employee.

26 **ARTICLE 16: WAIVER CLAUSE**

27 The parties acknowledge that each has had the unlimited right within the law and the
 28

1 opportunity to make demands and proposals with respect to any matter deemed a proper subject
2 for collective bargaining. The results of the exercise of that right and opportunity are set forth in
3 this Agreement. All letters of understanding and memorandum of understandings must be
4 reviewed during contract negotiations to determine how well they will be carried forward into
5 the next collective bargaining agreement. Therefore, the County and the Union, for the duration
6 of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect
7 to any subject or matter not specifically referred to or covered in this Agreement.

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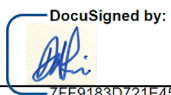
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Teamsters Local 174:



Rick Hicks
Secretary-Treasurer

King County Office of Labor Relations:

DocuSigned by:


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David S. Levin
Labor Relations Negotiator- Senior

1 **cba Code: 160**2 **ADDENDUM A**
3 **WAGE RATES**4 **Union Codes:**
5 **G1, G1A, G1C**

6 Job Class Code	7 PeopleSoft Job Code	8 Classification Title	9 Squared Table Range
10 4102200	413202	Scale Operator - Base Rate	38
11 4102220	413103	Scale Operator - Cedar Falls	40
12 4102210	413104	Scale Operator - Cedar Hills	38*
13 8102100	813101	Sign and Marking Specialist I	45
14 8102200	813202	Sign and Marking Specialist II	48
15 8102300	813303	Sign and Marking Specialist Lead	52
16 9322100	933301	Transfer Station Operator	48
17 9321100	932103	Truck Driver I	45
18 9321200	932202	Truck Driver II	48
19 9321300	932301	Truck Driver III	49
20 9440500	944501	Tipper Worker I	36

21 *(*Existing Cedar Hills Scale Operators, and existing two regular leads, as of December 31, 2017, shall be grandfathered into their existing rates, new hires and backfills shall receive new range)*

- 22 1. All classifications utilize Steps 2-4-6-8-10.
- 23 2. Employees hired at Step 2 will progress to Step 4 after successful completion of
- 24 probation. Subsequent Step progression will occur on each January 1st thereafter, provided they
- 25 have completed probation by September 30th, and each January 1st thereafter until attaining Step
- 26 10. Employees hired above Step 2 shall advance on step upon successful completion of
- 27 probation, and on each January 1st thereafter, if off probation by September 30th, until attaining
- 28 step 10. TLTs are eligible for step increases pursuant to the Contingent Worker Manual. STTs
- are not eligible for step increase.

ADDENDUM B

Memorandum of Agreement

By and Between

King County

and

Teamsters Local 174 - Departments of Natural Resources & Parks, Local Services, and

Executive Services

[160]

Subject: Training and Succession Planning Program for Employees in the Roads, Parks, Fleet and Solid Waste Division

Background:

1. Teamsters Local 174 and King County are parties to a Collective Bargaining Agreements (CBAs) through December 31, 2024.

2. Teamsters Local 174 and the County have met to discuss the need for training opportunities and need for the Roads, Parks, Fleet, and the Solid Waste Division to have a succession plan to prepare for retirements that may occur over the next five years, given that more than forty five percent of the current memberships of these bargaining units will be eligible to retire in that time period. The parties also see the need to address temporary staffing needs to accommodate an aging work force when light duty work is necessary.

3. In an effort to create a harmonious working environment where multiple bargaining units work together as crews doing vital work for the County, the parties have made agreements that will provide for the training of Utility Workers (UW's) to drive trucks, and that further provides for the use of Truck Drivers (TD's) in lower classification assignments when those drivers are on light duty and/or to meet critical mission needs. This Agreement will create an opportunity for UW's, to work in positions above their pay grades for training and experience in order to compete for permanent vacancies, to fill in for absent truck drivers when necessary so the County may keep full crew complements, and to allow the County to address critical missions, such as snow and ice events.

Agreement:

1 1. The parties agree that UW's may work on an intermittent temporary basis of no longer
2 than a ten continuous work day period in TD's positions. The ten continuous work days may be
3 extended by mutual agreement of the parties to facilitate longer backfill needs or long term
4 critical missions. When a UW's is set up temporarily as defined in this Agreement, the
5 employee shall be compensated at the TD's rate that is at least five percent above their base rate
6 of pay.

7 2. TD's with temporary medical restrictions that preclude them from working as a
8 driver may be provided transitional duty (i.e., light duty) assignments in other classifications,
9 including UW, in accordance with King County Policy, PER 22-6 (AEP) Transitional Duty for
10 Employees with Temporary Medical Restrictions. Dues while on light duty shall continue as
11 normal to the base bargaining unit.

12 3. Union representation and authorized dues during intermittent assignments for the
13 training and secession planning program, pursuant to number 1 above, of less than thirty (30)
14 contiguous work days shall not change. Assignments agreed to by the parties to extend longer
15 than thirty (30) contiguous work days will require the employee crossing jurisdictions to be
16 represented by the bargaining unit the employee is working in. The County may facilitate the
17 payment of these additional dues. Contributions to Union pensions shall continue under the
18 employee's base Collective Bargaining Agreement and work unit for all temporary/intermittent
19 assignments.

20 4. The County will distribute training and backfill opportunities to as many qualified
21 UW's as is administratively practicable. Specific skills and experience levels will be assessed by
22 management for each training or backfill opportunity to match UW's with the opportunities. The
23 County will work with the Unions to identify training needs for UW's in order to create the
24 largest pool of UW's possible to meet the needs of the division.

25 5. The County will endeavor to post vacant FTE TD positions within sixty (60) days of
26 the position becoming vacant. If the position will not be posted within 60 days of it becoming
27 vacant, the County will offer to meet with the Union to discuss the reasons for the delay. Layoff
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1 and recall rights of L174 members will be honored prior to hiring from the outside for vacant
2 truck driver positions, pursuant to Article 14 of the Teamsters LI 74 CBA.

3 a. The County also agrees to work with the Union by maintaining a Joint Labor-
4 Management Committee , to monitor and adapt the UW to TD training program as needed, and
5 will work collaboratively with the Union to ensure that those UW's performing out of class work
6 will be able to acquire experience and skills necessary to be qualified to test for vacant TD
7 positions, which is in the interest of all parties.

8 6. During the life of this Memorandum of Agreement, all language pertaining to Article
9 9.10 (A) shall be suspended.


10 7. This Agreement shall be considered a trial program and will expire December 31,
11 2024, unless extended by written mutual agreement, and any party may cancel the agreement
12 with 120 days written notice to the other parties. Should a party request cancellation, the parties
13 will meet and confer on options other than cancellation prior to the program ending.

14 Teamsters Local 174:

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17 Rick Hicks
18 Secretary-Treasurer

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22 King County Office of Labor Relations:

23 DocuSigned by:
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25 7FF9183D721E453...

26 David S. Levin
27 Labor Relations Negotiator - Senior

ADDENDUM C

**Memorandum of Agreement
By and Between
King County
And
Teamsters Local Union No. 174**

Subject: Teamsters Local Union No. 174 Snow and Ice Agreement

This Memorandum of Agreement (MOA) is entered into by and between Teamsters Local Union No. 174 (Union) and King County (County).

Background

In preparation for emergencies, specifically snow and/or ice conditions occurring during winter months , the King County Department of Local Services Road Services Division (RSD) is working to have at its disposal appropriately trained truck drivers. The intent is not to replace current members of the Union’s bargaining unit, but rather to supplement those members so that King County can respond to such events in an expeditious manner.

Agreement

The parties have met and fully discussed the matter described above, and hereby agree as follows:

1. The agreed upon order to utilize/hire temporary truck drivers to supplement current RSD drivers during emergency events, including snow and ice conditions, is as follows, with the stipulation that individuals within these categories who are under consideration must be available:

a. Previously laid off RSD Truck Drivers from the Teamsters Local Union No. 174 bargaining unit.

b. Truck Drivers in the Parks Division, Department of Natural Resources and Parks, from the Teamsters Local Union No. 174 bargaining unit.

c. Truck Drivers in the Solid Waste Division, Department of Natural Resources and Parks, from the Teamsters Local Union No. 174 bargaining unit.

1 **d.** Sign and Marking Specialists who are members of the Teamsters Local Union
2 No. 174 bargaining unit, are trained, are in possession of the required Washington Commercial
3 Driver License (CDL), and are not otherwise assigned to other work activities in their current
4 classification.

5 **e.** Truck Drivers in the Fleet Division, Department of Executive Services, from
6 the Teamsters Local Union No. 174 bargaining unit.

7
8 **f.** Road Services Division Utility Workers who are members of the Teamsters
9 Local Union No. 174 bargaining unit, are trained and possess the required CDL.

10 **g.** Qualified Truck Drivers, including retirees who are deemed qualified, from the
11 on-call list, which list is to be created through a recruitment process.

12 **2.** It is understood that, due to the urgency of obtaining staffing as soon as possible
13 during an emergency, employees will be called one time before moving on to the next employee
14 or category. If the telephone is not picked up, a message will be left indicating the individual
15 called has five (5) minutes to return the call to accept the work. If there is no answer, if the
16 County cannot get through, and the employee does not return the call within five (5) minutes,
17 then the obligation to contact that employee will be considered to have been met. If during a five
18 (5) minute interval the RSD obtains the needed number of drivers and the previously called more
19 senior employee calls back to accept the work, then the more senior driver will be assigned the
20 work and the RSD will notify the least senior driver that the driver will not be needed.
21 Employees are responsible for providing the RSD with their current and updated contact
22 information.

23 **3.** Nothing herein precludes the County from utilizing other staff or taking other
24 necessary actions to address an emergency once a good faith effort has been made to meet the
25 obligations outlined in Steps 1 and 2.

26 **4.** For the purposes of this MOA, a snow and ice emergency is defined as an instance
27 wherein King County truck drivers are notified that they are on alert status until the employees
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1 have been notified that the alert status has ended.

2 5. Any disagreements with the implementation of this MOA will be settled in accordance
3 with Article 26 of the Coalition Labor Agreement.

4 6. This agreement will expire December 31, 2024.

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6 Teamsters Local 174:

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Rick j-licks
Secretary-Treasurer

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King County Office of Labor Relations:

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DocuSigned by:


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David S. Levin
Labor Relations Negotiator - Senior

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**Memorandum of Agreement
By and Between
King County
And Teamsters Local Union No. 174**

Subject: Site bids for Truck Drivers (effective upon domiciling fleet at transfer station)

1. The Cedar Hills Landfill (CHL) is reaching maximum capacity. As a result, in approximately the second half of 2022, some trucks may be “domiciled” in new locations overnight, which includes transfer stations and the landfill (but at a new location). If it is determined that enough room is available at the Cedar Hills landfill all trucks will be domiciled at that location.
2. The number of vehicles assigned to particular transfer stations shall be determined by SWD management. The parties recognize the unique concerns about domiciling trucks at the Shoreline transfer station. SWD will use all other stations to domicile trucks before Shoreline.
3. Once trucks are identified to be domiciled at the transfer stations, the parties will move to an annual site bid system that is based on seniority.
 - a. Under this system, drivers will select their starting/ending locations, which shall be CHL or a particular transfer station. Employees who are assigned to start/end their work days at a transfer station will primarily drive the route between that transfer station and CHL, as well as other runs as assigned. The new system will also include a truck bid in accordance with Art. 10.2.
 - b. Employees who are assigned to start/end their work days at CHL/and the stations will be assigned to runs according to a newly developed matrix between the Union and the County and will be responsible for covering absences of other employees. All matrix discussions will include two TSOs of the Union’s choosing at all times.
 - c. Special hauls shall still be bid out by seniority.


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Teamsters Local 174:



Rick Hicks
Secretary-Treasurer

King County Office of Labor Relations:

DocuSigned by:


David S. Levin
Labor Relations Negotiator- Senior

**Memorandum of Agreement
By and Between
King County
and
Teamsters Local Union No. 174**

**Subject: Cessation of hauling and tipping on weekends in the Solid Waste Division;
establishment of special labor-management committee; reopener of contract provisions**

Background:

1. Prior to negotiations for the 2021-2023 contract term, King County announced and placed the Union on notice that it would be closing Cedar Hills Landfill operations on weekends and would move to a 5-day hauling and tipping schedule. It has updated the start date to January 1, 2023. The County made proposals during negotiations that would allow the County to assign more employees to 5/8 and 4/10 schedules and end some of the 7/10 schedules, as well as other issues, that would narrow operations to a 5-day hauling and tipping schedule.
2. The Union raised logistical and operational concerns during negotiations about a 5-day operation, as well as impacts on employees from loss of 7/10 schedules.
3. King County has withdrawn its bargaining proposals and has notified the Union that it is delaying the planned implementation date of ceasing to haul and tip on weekends from July 2021 to January 1, 2023, in order to honor in good faith the special LMC process discussed below.

Agreement:

1. The parties shall convene a special labor-management meeting process that will be chartered to discuss operational and logistical issues associated with the cessation of tipping and hauling operations on weekends and how trash can be hauled primarily on a Monday to Friday 5-day schedule. This labor-management process shall meet at least on a monthly basis after the conclusion of current negotiations for a successor to the 2018-2020 agreement. The Union side of the committee shall appoint six employees consisting of two Truck Drivers, two TSO's, and two Scale Operators. They will be compensated at the appropriate rate for all hours spent in the labor management committee consistent with the Collective Bargaining Agreement and past practice. The LMC will be used to vet issues and develop possible solutions. Agendas will be set and circulated in advance

of LMC meetings. Notes will be taken at each meeting, including issues that have been resolved and action items that require additional follow up.

2. If the SWD decides to cease tipping and hauling operations on the weekends, it shall give the Union six months' notice of its intent to do so. At that point King County and the Union shall enter into negotiations in good faith surrounding the impacts of the discontinuation of its tipping and hauling operations on the weekends, and shall reopen, as necessary the provisions in Article 10 (Work Schedules and Shift Hours) as well as Addendum A (Wage Rates).

3. Recognizing the conversations that have already occurred during negotiations, the commitment to a good faith and open-minded labor-management process, and the reopening of contract provisions, the parties will work together to avoid unnecessary overlap or duplication of effort between the LMC and contract negotiations. The parties may elect for collective bargaining to run concurrently with the LMC process.

4. The parties agree to enter into the labor-management process and reopen negotiations, if necessary, in a spirit of open-mindedness, collaboration, and problem-solving.

Teamsters Local 174:

Rick Hicks
Secretary-Treasurer

King County Office of Labor Relations:

DocuSigned by:

David S. Lewin
Labor Relations Negotiator - Senior

**Memorandum of Agreement
By and Between
King County
and
Teamsters Local Union No. 174**

Subject: Compensation Study for Transfer Station Operators, Truck Driver III’s, Utility Workers (Tipper Classification), Scale Operators and Signs and Markings Specialist.

Recitals: The parties have met and discussed their mutual interest in having ongoing discussions on the compensation for Transfer Stations Operators, Truck Driver III’s, Utility Workers (Tipper Classification) Scale Operators and Signs and Markings Specialist. To that end, they have agreed to the following:

Agreement:

1. Each party will conduct a study that will cover comparability of the above listed classifications to comparable public sector workers and take into account customary analysis, including but not limited to, selection of comparable local public sector employers, selection of appropriate job matches at comparable employers, and a total compensation analysis of wages, hours, leaves, benefits, retirement, premiums, and all other forms of compensation to employees. The parties agree to commence their work no later than October 31, 2022, with the intention of yielding reports by the end of December 31, 2022. The County acknowledges that the Union intends to present private sector comparables and information about the efficiency of work that is performed by the TSOs, specifically including labor costs relating to the processing of tonnage through a transfer station. Each party reserves the right to disagree with comparables and data chosen by the other party.
2. At the start of this process, the lead negotiators and compensation analysts for the parties will meet to establish methodologies for identifying like employers, matching job descriptions, comparing the total compensation packages of employees, including internal King County comparables and adjusting, as appropriate, for regional costs of living. The Union and the County will then conduct salary surveys according to the agreed upon parameters, and are encouraged to share their work (for example, sharing up-to-date classification specifications and pay information retrieved from other employers). At the completion of the parties’ studies of wages, they will meet to share their findings and present detailed written reports. The County will provide paid release time to employees pursuant to the agreed upon rules for collective bargaining, when meetings include County representatives. It shall not provide paid release time for internal union meetings that do not involve officials from the County. Because meetings relating to this salary study with the County are likely to be for less than a full day, the union acknowledges that employees may be required to work before and after the meetings.

3. The study will also consider any new duties that the employees have taken on over the course of their job duties. These new duties shall also include any expansion of

current duties since January 1, 2018. These expanded job duties will be relevant for the purpose of comparing the current duties of employees against the current job duties of employees at comparable agencies.

- 4. All parties agree this information shall be used to bargain in good faith for the classification listed above to determine whether there will be any increases to the wage ranges, which would go into effect prospectively, following the first pay period following the full and final ratification of all parties.
- 5. This wage study does not create any precedent or historical practice.

Teamsters Local 174:

Rick Hicks
Secretary-Treasurer

King County Office of Labor Relations:

DocuSigned by:

David S. Levin
Labor Relations Negotiator - Senior

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David Levin
 David.Levin@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department-OLR
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 Signed: 7/25/2022 12:45:31 PM

Electronic Record and Signature Disclosure:
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Agent Delivery Events	Status	Timestamp
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Signing Complete	Security Checked	7/25/2022 12:45:31 PM
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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 Sub Account - Office of Labor Relations:

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: bmcconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations 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 bmcconnaughey@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.

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To request paper copies from King County Sub Account - Office of Labor Relations

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 bmcconnaughey@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.

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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 bmcconnaughey@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..

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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.

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- 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 Sub Account - Office of Labor Relations 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 Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.