



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**February 20, 2007**

**Ordinance 15684**

**Proposed No.** 2007-0063.1

**Sponsors** Gossett and Phillips

1 AN ORDINANCE approving and adopting a memorandum  
2 of agreement negotiated by and between King County and  
3 Teamsters Local 174 representing employees in the  
4 departments of natural resources and parks and  
5 transportation; and establishing the effective date of said  
6 agreement.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2006, through and including December 31, 2006.  
16

Ordinance 15684 was introduced on 1/29/2007 and passed by the Metropolitan King  
County Council on 2/20/2007, by the following vote:

Yes: 9 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.  
Dunn, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

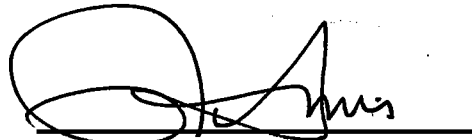
  
Larry Gossett, Chair

ATTEST:

  
\_\_\_\_\_

Anne Noris, Clerk of the Council

APPROVED this 1 day of MARCH, 2007.

  
\_\_\_\_\_  
Ron Sims, County Executive

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2007 MAR -1 PM 4:16  
CLERK  
KING COUNTY COUNCIL

**Attachments**      A. Memorandum of Agreement Between King County and Teamsters, Local 174

15684

Attachment A

2007-063

1 MEMORANDUM OF AGREEMENT

2 BETWEEN

3 KING COUNTY

4 AND

5 TEAMSTERS, LOCAL 174

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8 King County and the Teamsters, Local 174, having bargained in good faith, hereby agree as follows:

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11 1. The terms of the attached collective bargaining agreement that expired December 31, 2005,  
12 covering employees within the Departments of Natural Resources and Parks and Transportation, shall  
13 be extended to cover the time period of January 1, 2006 through December 31, 2006.

14 2. Effective January 1, 2006, all rates of pay in effect on December 31, 2005 will be increased  
15 by 4.66%, which is equal to ninety percent (90%) of the increase in the CPI-W, U.S. All Cities Index,  
16 September 2004 to September 2005, with a minimum increase of two percent (2%) and a maximum  
17 increase of six percent (6%).

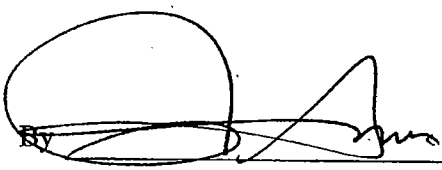
18 3. Effective January 1, 2006, the County agrees to contribute one dollar (\$1.00) into the  
19 Western Conference of Teamsters Pension Trust on behalf of employees within the job classifications  
20 represented by Teamsters Local 174 for every hour for which compensation was paid not to exceed  
21 2080 compensated hours per year.

22 4. Effective January 1, 2006, all Sign and Marking Specialists with commercial drivers  
23 licenses and hazardous materials endorsements will be paid the Truck Driver III base hourly rate of  
24 pay for actual hours spent on the striper truck and performing striping duties.

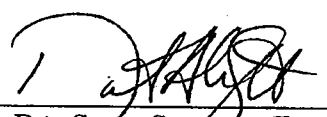
25 5. Effective January 1, 2006, an employee assigned in writing by the manager/designee to be  
26 a Lead will receive ten (10%) percent more than his/her regular base hourly rate of pay for all time  
27 assigned.

1 6. Effective January 1, 2006, the County agrees to reimburse for the cost of a background  
2 check for a Commercial Drivers License hazardous materials endorsement if the employee is required  
3 in writing by the Division to obtain such endorsement.  
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8 APPROVED this 22 day of January, <sup>2007</sup>~~2006~~  
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11  By \_\_\_\_\_  
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13 King County Executive  
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19 Dan Scott, Secretary-Treasurer  
20 Teamsters, Local 174  
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22 12-9-06  
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**AGREEMENT BETWEEN  
TEAMSTERS, LOCAL 174  
AND  
KING COUNTY**

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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.

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. Benefit eligible shall mean those employees in a regular, probationary or term-limited-temporary positions who receive 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.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 2.1. The County recognizes the Union as the exclusive representative of those employees  
3 whose job classifications are listed in Addendum A.

4 2.2. It shall be a condition of employment that all employees covered by this Agreement who  
5 are members in good standing as defined by the Union on the effective date of this Agreement shall  
6 remain members in good standing or pay an agency fee to the Union. Employees who are not  
7 members on the effective date of this Agreement shall, on the thirtieth (30) day following the  
8 effective date of this Agreement, become and remain members in good standing in the Union or pay  
9 an agency fee to the Union. It shall also be a condition of employment that all employees covered by  
10 this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on  
11 the thirtieth (30) day following the beginning of such employment, become and remain members in  
12 good standing or pay an agency fee to the Union.

13 2.3. In accordance with existing law, an employee who holds bona fide religious tenets or  
14 beliefs that prohibit the payment of dues and/or fees to union organizations, shall be required, in lieu  
15 of periodic dues and fees, to pay sums equal to such dues and fees to a charitable organization  
16 mutually agreed on between the employee and the union. Such employee shall also, at the Union's  
17 request, be required to furnish proof to the Union on a monthly basis that said sums have been paid to  
18 such charitable organization in conformance with the above.

19 2.4. All fees and dues paid either to the Union or to charity shall be for non-political  
20 purposes.

21 2.5. Failure by an employee to abide by the above provisions shall constitute cause for  
22 discharge; provided, that when an employee fails to fulfill the above obligation, the Union shall  
23 provide the employee and the County with thirty (30) days notification of the Union's intent to initiate  
24 discharge action and during this period the employee may make restitution in the amount which is  
25 overdue. In the event that restitution is timely made and absent other impediments to good standing,  
26 the employee shall be relieved of the discharge notice.

27 2.6. Upon receipt of written authorization individually signed by an employee, the County  
28 shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-

1 Treasurer of the Union and shall transmit the same to the Union.

2           2.7. The Union will indemnify, defend, and hold the County harmless against any claims  
3 made and against any suit instituted against the County on account of any check-off of dues for the  
4 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the  
5 check-off provision upon presentation of proper evidence thereof.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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1 **ARTICLE 4: HOLIDAYS**

2 4.1. All regular, probationary and term-limited temporary employees, except those on a 7-10  
3 work schedule, shall be granted the following holidays with pay:

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

15  
16

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

19 4.1.1. Employees eligible for holiday pay under 4.1 who work a part-time schedule  
20 will be granted each of the holidays pro-rated to reflect their normal workday when the holiday falls  
21 on a regular workday.

22 4.2. Employees eligible for holiday pay as defined in 4.1 shall receive two (2) additional  
23 personal holidays to be administered through the vacation plan. One (1) day shall be accrued on the  
24 first of October and one (1) day on the first of November of each year. These days can be used in the  
25 same manner as any vacation day earned.

26 4.3. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the  
27 holiday. A holiday falling on a Saturday shall be observed on the preceding Friday.

28 4.4. All employees may be required to work holidays. Except for those employees who are

1 working a 7-10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2) times  
2 the employee's regular rate of pay in addition to the regular holiday pay.

3 4.5. For regular employees who work a forty (40) hour workweek and are eligible for holiday  
4 pay, whenever a holiday occurs during an employee's regularly scheduled workday (5-8 work  
5 schedule), such employee shall receive compensation for the holiday on the basis of eight (8) hours of  
6 the employee's straight time rate (ten (10) hours for those employees on a "4-10" schedule to a  
7 maximum of ninety-six (96) hours per annum). Roads and Fleet Division employees working a 4-10  
8 work schedule may, at the County's discretion, have their work schedule changed to a 5-8 work  
9 schedule during a week in which there is a holiday.

10 4.6. Full-time employees on a 7 - 10 work schedule shall be entitled to the following three  
11 (3) holidays without a reduction in pay: Thanksgiving Day (fourth Thursday in November),  
12 Christmas Day (December 25) and New Year's Day (January 1).

13 4.7. Part time employees who are eligible for holiday pay and who are working on a 7-10  
14 work schedule will be paid ten (10) hours pay for the holidays of Thanksgiving Day (fourth Thursday  
15 in November), Christmas Day (December 25) or New Year's Day (January 1) which fall during their  
16 assigned shift.

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1 **ARTICLE 5: VACATIONS**

2 5.1. Regular, probationary and term-limited temporary employees shall be eligible to accrue  
3 vacation leave benefits for each hour in pay status exclusive of overtime as described in the following  
4 table except in those instances expressly provided for in other sections of this Article. Employees  
5 eligible for vacation leave who work a part-time schedule will receive vacation leave on a pro-rated  
6 basis.

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9 Full Years of Service	Approximate Hourly Accrual Rate	Approximate Equivalent Annual Leave in Days
10 Upon hire through end of Year 5	.0460	12
11 Upon beginning of Year 6	.0577	15
12 Upon beginning of Year 9	.0615	16
13 Upon beginning of Year 11	.0769	20
14 Upon beginning of Year 17	.0807	21
15 Upon beginning of Year 18	.0846	22
16 Upon beginning of Year 19	.0885	23
17 Upon beginning of Year 20	.0923	24
18 Upon beginning of Year 21	.0961	25
19 Upon beginning of Year 22	.1000	26
20 Upon beginning of Year 23	.1038	27
21 Upon beginning of Year 24	.1076	28
22 Upon beginning of Year 25	.1115	29
23 Upon beginning of Year 26 and 24 beyond	.1153	30

25 5.2. Under no circumstances shall implementation of the above schedule result in a reduction  
26 of the vacation accrual rate for regular employees who are assigned to a 7-10 schedule as of August 1,  
27 1996. Such employees will receive vacation leave benefits for each hour in pay status exclusive of  
28 overtime as described in the following table:

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

5.3. Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

5.4. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a vacation leave eligible position. If an employee in a vacation leave eligible position leaves County employment prior to successfully completing their first six (6) months of County service, the employee shall forfeit and not be paid for any accrued vacation leave. Regular employees and term-limited temporary employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

5.5.

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

B. Employees who work a part-time schedule and who are eligible for vacation leave may use vacation to fill out their work schedule. Unless previously approved for vacation leave, an employee may not take vacation leave on a day called for work during the employee's regular

1 schedule except as provided under Section 5.5.A.

2 5.6. Employees who work a full-time schedule and who are eligible to accrue vacation leave  
3 may accrue up to sixty (60) days (480 hours) vacation a year. Employees who work a part-time  
4 schedule and who are eligible to accrue vacation leave may accrue up to sixty (60) days (480 hours)  
5 prorated to reflect their normally scheduled workweek. Such employees shall use vacation leave  
6 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation  
7 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the  
8 maximum amount unless the division manager/designee has approved a carryover of such vacation  
9 leave because of cyclical workloads, work assignments or other reasons as may be in the best interests  
10 of the County.

11 5.7. Employees shall not use or be paid for vacation leave until it has accrued and such use or  
12 payment is consistent with the provisions of this Article.

13 5.8. No employee shall work for compensation for the County in any capacity during the time  
14 that the employee is on vacation leave.

15 5.9. Employees may use vacation in quarter hour (1/4) increments, at the discretion of the  
16 division manager/designee.

17 5.10. In cases of separation from County employment by death an employee with accrued  
18 vacation leave who has successfully completed his or her first six (6) months of County service will  
19 have unused vacation leave up to the maximum accrual amount paid to the employee's estate, or, in  
20 applicable cases, as provided for by state law, RCW Title II.

21 5.11. If a regular employee resigns from County employment or is laid off and subsequently  
22 returns to County employment within two (2) years from such resignation or lay off, as applicable, the  
23 employee's prior County service shall be counted in determining the vacation leave accrual rate under  
24 Section 5.1.

25 5.12. If an employee is injured or becomes sick while on vacation leave s/he can use accrued  
26 sick leave for that time provided s/he notifies the division manager/designee on the first day of the  
27 injury or illness. If it is physically impossible to give such notice on the first day, notice must be  
28 given as soon as possible and must be accompanied by an acceptable showing of the reasons for the

1 delay. Verification of the injury or illness from a licensed practitioner may be required for approval  
2 of the sick leave request and the injury or illness must be of such severity that it would have  
3 prevented the employee from working had the employee not been on vacation leave.

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1 **ARTICLE 6 SICK LEAVE**

2 6.1. Regular, probationary and term-limited temporary employees shall accrue sick leave  
3 benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. Regular  
4 employees assigned to a 7-10 schedule since August 1, 1996, shall accrue sick leave in proportion to  
5 the relationship his/her basic work week bears to forty (40) hours. Except that sick leave shall not  
6 begin to accrue until the first of the month following the month in which the employee commenced  
7 employment. The employee is not entitled to sick leave if not previously earned.

8 6.2. During the first six (6) months of service, employees eligible to accrue vacation leave  
9 may, at the division manager/designee's discretion, use any accrued days of vacation leave as an  
10 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used  
11 for sick leave must be reimbursed to the County upon termination.

12 6.3. Employees may use sick leave in quarter hour (1/4) increments, at the discretion of the  
13 division manager/designee.

14 6.4. There shall be no limit to the hours of sick leave benefits accrued by an eligible  
15 employee.

16 6.5. The division manager/designee is responsible for the proper administration of the sick  
17 leave benefit. Verification of illness from a licensed practitioner may be required for any requested  
18 sick leave absence.

19 6.6. Separation from or termination of County employment shall cancel all sick leave accrued  
20 to the employee as of the date of separation or termination. Should a regular employee resign or be  
21 laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

22 6.7. Employees eligible to accrue sick leave and who have successfully completed at least  
23 five (5) years of County service and who retire as a result of length of service or who terminate by  
24 reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an  
25 amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by the  
26 employee's rate of pay in effect upon the date of leaving County employment less mandatory  
27 withholdings.

28 6.8. **Leave Without Pay for Health Reasons.** An employee must use all of his/her sick



1 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
2 the County's workers compensation program, then the employee has the option to augment or not  
3 augment time loss payments with the use of accrued sick leave.

4 **6.9. Leave Without Pay for Family Reason.** For a leave for family reasons, the employee  
5 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
6 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to  
7 eighty (80) hours of accrued sick leave.

8 **6.10. Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of his/her  
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
10 by his/her manager/designee.

11 **6.11. Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

12 **A.** The employee's bona fide illness or incapacitating injury; provided that;

13 1. An employee who suffers an occupational illness or is injured on the job  
14 may not simultaneously collect sick leave and worker's compensation payments in a total amount  
15 greater than the net regular pay of the employee; though an employee who chooses not to augment  
16 his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid  
17 leave status;

18 2. An employee who chooses to augment workers compensation payments  
19 with the use of accrued sick leave will notify the workers compensation office in writing at the  
20 beginning of the leave;

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

24 **B.** Exposure to contagious diseases and resulting quarantine.

25 **C.** A female employee's temporary disability caused by or contributed to by  
26 pregnancy and childbirth.

27 **D.** The employee's medical, ocular or dental appointments, provided that the  
28 employee's manager/designee has approved the scheduling of sick leave for such appointments.

1 E. To care for the employee's eligible child if the child has an illness or health  
2 condition which requires treatment or supervision from the employee;

3 F. To care for other family members, if:

4 1. The employee has been employed by the County for twelve (12) months or  
5 more and has worked a minimum of one thousand forty (1040) hours for an employee who works a  
6 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7-10 work  
7 schedule in the preceding twelve (12) months,

8 2. The family member is the employee's spouse or domestic partner, the  
9 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
10 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
11 employee, the employee's spouse or domestic partner; and,

12 3. The reason for the leave is one of the following:

13 a. The birth of a son or daughter and care of the newborn child, or  
14 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
15 within twelve (12) months of the birth, adoption or placement;

16 b. The care of the employee's child or child of the employee's spouse  
17 or domestic partner whose illness or health condition requires treatment or supervision by the  
18 employee; or

19 c. Care of a family member who suffers from a serious health  
20 condition.

21 **6.12. Unpaid Leave.** An employee who has been employed by the County for twelve (12)  
22 months or more and has worked a minimum of one thousand forty (1040) hours for an employee who  
23 works a 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7-10  
24 work schedule in the preceding twelve (12) months, may take a total of up to eighteen (18)  
25 workweeks of unpaid leave for his or her own serious health condition and for family reasons as  
26 provided in Sections 6.11.E and 6.11.F combined, within a rolling twelve (12) month period. The  
27 leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole  
28 or partial days as needed. Intermittent leave is subject to the following conditions:

1           **A. Birth or Adoption.** When a leave is taken after the birth or placement of a child  
2 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
3 only if authorized by the employee's manager/designee.

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

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

12           **6.12.1. Concurrent Time.** Use of donated leave will run concurrently with the  
13 eighteen (18) workweek family medical leave entitlement.

14           **6.12.2. Insurance Premiums.** The County will continue its contribution toward  
15 health care during any unpaid leave taken under Section 6.12.

16           **6.12.3. Return to Work from Unpaid Leave.** An employee who returns from  
17 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff  
18 provisions, to:

19                   A. The same position he/she held when the leave commenced; or

20                   B. A position with equivalent status, benefits, pay and other terms and  
21 conditions of employment; and

22                   C. Seniority shall continue to accrue while on approved unpaid leave as  
23 provided under Section 6.12.

24           **6.12.4. Failure to Return to Work.** Failure to return to work by the expiration date  
25 of the leave of absence may be cause for removal and result in termination of the employee from  
26 County service.

27           **6.13. Definition of Child.** For purposes of this Article, a child means a biological, adopted  
28 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the

1 child, who is under eighteen (18) years of age or is eighteen (18) years of age or older and incapable  
2 of self care because of mental or physical disability.

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1 **ARTICLE 7: PAID LEAVES**

2 **7.1. Donation of Leaves.** Donation of vacation leave hours and donation of sick leave hours.

3 **A. Vacation Leave Hours.**

4 **1. Approval Required.** An employee eligible for vacation leave may donate a  
5 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such  
6 donation will occur upon written request to and approval of the donating and receiving employee's  
7 department director(s), except that requests for vacation donation made for the purposes of  
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval  
9 would result in a departmental hardship for the receiving department.

10 **2. Limitations.** The number of hours donated will not exceed the donor's  
11 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted  
12 where it would cause the employee receiving the transfer to exceed his/her maximum vacation  
13 accrual.

14 **3. Return of Unused Donations.** Donated vacation leave hours must be used  
15 within ninety (90) calendar days following the date of donation. Donated hours not used within  
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated  
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.  
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

19 **B. Sick Leave Hours.**

20 **1. Written Notice Required.** An employee eligible for sick leave may donate  
21 a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written  
22 notice to the donating and receiving employee's department director(s).

23 **2. Minimum Leave Balance Required (Donor).** No donation will be  
24 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the  
25 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)  
26 hours of his/her accrued sick leave in a calendar year.

27 **3. Return of Unused Donations.** Donated sick leave hours must be used  
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
2 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
3 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be  
4 accrued sick leave hours.

5 **C. No Solicitation.** All donations of vacation and sick leave made under this Article  
6 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 **D. Conversion Rate.** All vacation and sick leave hours donated will be converted to  
9 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
10 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
11 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's  
12 straight time hourly rate at the time of reconversion.

13 **7.2. Leave - Organ Donors.** The manager/designee will allow an employee eligible for paid  
14 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but  
15 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days  
16 paid leave provided;

17 **A. Notification.** The employee gives the manager/designee reasonable advance  
18 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other  
19 organs or tissue where there is a reasonable expectation that the employee's failure to donate may  
20 result in serious illness, injury, pain or the eventual death of the identified recipient.

21 **B. Provider Certification.** The employee provides written proof from an accredited  
22 medical institution, organization or individual as to the need for the employee to donate bone marrow,  
23 a kidney, or other organs or tissue or to participate in any other medical procedure where the  
24 participation of the donor is unique or critical to a successful outcome.

25 **C. Time off Subject to Agreement.** Time off from work for the purpose set out  
26 above in excess of five (5) working days will be subject to the terms of this Agreement.

27 **7.3. Bereavement Leave.**

28 **A.** An employee eligible for paid leave will be entitled to three (3) working days of

1 bereavement leave a calendar year due to death of a member of his/her immediate family.

2           **B. Use of Sick Leave in Lieu of Bereavement Leave.** An employee eligible for  
3 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of  
4 three (3) working days per calendar year for each instance when death occurs to a member of the  
5 employee's immediate family or any relative continually living in the employee's household.

6           **C.** In the application of any of the foregoing provisions, when a holiday or regular day  
7 off falls within the prescribed period of absence, it will not be charged against the employee's sick  
8 leave account nor bereavement leave credit.

9           **D. Family Defined.** Immediate family means, as used in this article: spouse,  
10 domestic partner, grandparent, parent, child, sibling, grandchild of the employee, employee's spouse  
11 or employee's domestic partner.

12           **7.4. School Volunteers.** An employee eligible for paid leave will be allowed the use of up to  
13 three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
14 school attended by the employee's child provided; an employee requesting to use sick leave for this  
15 purpose will submit such request in writing specifying the name of the school and the nature of the  
16 volunteer services to be performed.

17           **7.5. Jury Duty.** An employee eligible for paid leave who is ordered on a jury will be entitled  
18 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
19 mileage, with the Department of Finance. The employee will report back to their manager/designee  
20 when dismissed from jury service.

21           **7.6. Leave Examinations.** An employee eligible for paid leave will be entitled to necessary  
22 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
23 This will include time required to complete any required interviews.

24           **7.7. Military Leave.** A leave of absence for active military duty or active military training duty  
25 will be granted to eligible employees in accordance with applicable provisions of state and/or federal  
26 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the  
27 employee and accompanied by a validated copy of military orders ordering such active duty or active  
28 training duty.

1 **ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS & PENSION**

2 8.1. The County presently has in effect group medical, dental and life insurance plans for  
3 regular, probationary and term-limited temporary employees and agrees to maintain participation in  
4 the plans as determined by the Joint Labor-Management Insurance Committee or its successor.

5 8.2. Effective January 1, 2003, the County shall pay one dollar (\$1.00) into the Western  
6 Conference of Teamsters Pension Fund on account of each employee in the bargaining unit for every  
7 hour for which compensation was paid not to exceed 2080 compensated hours per year.

8 8.2.1. The total amount due for each calendar month shall be remitted in a lump sum  
9 not later than twenty (20) days after the last business day of the month.

10 8.2.2. The County agrees to abide by the rules established by the trustees of said Trust  
11 Fund to facilitate the accurate determination of hours for which contributions are due, prompt and  
12 orderly collections and accurate reporting and recording of amounts paid. Upon Union request, a  
13 copy of Pension transmittals shall be posted on the bulletin boards.

14 8.2.3. Upon the majority vote of the bargaining unit as directed by the Union, the  
15 Union has the right to make a demand on the County to bargain on how additional money from wages  
16 can be used to pay into the pension.

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1 **ARTICLE 9: CLASSIFICATIONS AND COMPENSATION**

2 9.1. The classifications of work and corresponding hourly rates of pay for each classification  
3 covered by this Agreement shall be as listed under Addendum A. Local 174 may grieve jurisdiction  
4 issues related to work performed by the classifications listed under Addendum A, except as limited  
5 under Section 13.1

6 9.2. **Cost of Living.** The wage rates in effect on January 1 of each year of the Agreement  
7 (years 2003, 2004 and 2005) shall be increased by ninety percent (90%) of the percentage increase in  
8 the United States City Average Consumer Price Index which occurs during the twelve (12) month  
9 period from September to September; provided however, the percentage increase shall not be less  
10 than two percent (2%) nor shall it exceed six percent (6%). The index used shall be the Consumer  
11 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W); All items revised Series  
12 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

13 9.3. STEPS A to B, B to C, and C to D are STEP increases which become effective upon  
14 completion of the specified six months of employment identified under Addendum A. The initial  
15 step placement will be determined by the County.

16 9.4. **Promotional Reclassification.** A regular employee who is promoted from one  
17 classification covered by this Agreement to another classification covered by this Agreement, shall be  
18 placed into the lowest pay STEP of the higher classification which still provides for a wage rate that  
19 is higher than that currently being received by the promoted employee, not to exceed the top step of  
20 the new classification.

21 9.5. **Demotional Reclassification.** A regular employee who is demoted from one  
22 classification covered by this Agreement to another classification covered by this Agreement, shall be  
23 placed into the highest pay STEP of the lower classification which still provides for a wage rate that  
24 is lower than that currently being received by the demoted employee.

25 9.6. **Temporary Positions.** Temporary, except part-time Sign and Marking Specialists, will  
26 be paid at the first step of the pay range specified in Addendum A. Temporary and part-time Sign and  
27 Marking Specialist employees are not eligible for paid leaves or insured benefits. In the event that the  
28 temporary or part-time Sign and Marking Specialist employee exceeds the calendar year working

