AGREEMENT BETWEEN

TEAMSTERS LOCAL 174

AND KING COUNTY

ARTICLE 1: PURPOSE 1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1
ARTICLE 3: RIGHTS OF MANAGEMENT 2
ARTICLE 4: HOLIDAYS 3
ARTICLE 5: VACATIONS 6
ARTICLE 6: SICK LEAVE 9
ARTICLE 7: PAID LEAVES 14
ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE 17
ARTICLE 9: CLASSIFICATIONS AND COMPENSATION 17
ARTICLE 10: WORK SCHEDULES AND SHIFT HOURS 24
ARTICLE 11: MISCELLANEOUS 32
ARTICLE 12: DISCIPLINE AND DISCHARGE 39
ARTICLE 13: SETTLEMENT OF DISPUTES 41
ARTICLE 14: SENIORITY 45
ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY 48
ARTICLE 16: SAVINGS CLAUSE 48
ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION 49
ARTICLE 18: PENSION 49
ARTICLE 19: WAIVER CLAUSE 50
ARTICLE 20: EFFECTIVE DATE AND DURATION 51
ADDENDUM A: WAGE RATES 52
ADDENDUM B: GRIEVANCE SETTLEMENT - INTERMITTENT FULL TIME EQUIVALENT EMPLOYEES (FTES) WORKING AS ROADS SERVICES SIGN AND MARKING SPECIALISTS
ADDENDUM C: LETTER OF CLARIFICATION - APPLICATION OF SENIORITY FOR LAYOFFS - ROADS DIVISION
MEMORANDUM OF AGREEMENT: SNOW AND ICE AGREEMENT
MEMORANDUM OF AGREEMENT: SCHEDULED DISCUSSIONS REGARDING 4-10 USAGE

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 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.

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 Article 13.6.

2.2. It shall be a condition of employment that all employees covered by this Agreement who are members in good standing as defined by the Union on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union. Employees who are not members on the effective date of this Agreement shall, on the thirtieth (30) day following the

effective date of this Agreement, become and remain members in good standing in the Union or pay an agency fee to the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing or pay an agency fee to the Union.

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

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

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

2.6. Upon receipt of written authorization individually signed by an employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-Treasurer of the Union and shall transmit the same to the Union.

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

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force are vested exclusively in

the County subject to terms of this Agreement. The County may administer all matters not expressly covered by the language of this Agreement for its duration as the County from time to time may determine.

ARTICLE 4: HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	December 25th

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

4.2. Employees eligible for holiday pay as defined in 4.1 shall receive two (2) additional personal holidays to be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes the first day of November of each year. These days can be used in the same manner as any vacation day earned and can be used by those on a 4/10 shift to supplement their holiday pay throughout the calendar year.

4.3.

A. Road, Parks and Fleet. Whenever a holiday falls upon a Sunday, the following

Monday shall be observed as the holiday. A holiday falling on a Saturday shall be observed on the preceding Friday.

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

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

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

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

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

No employee shall be granted more than ninety-six (96) hours of holiday time in a calendar year including personal holidays as identified in Section 4.2 above.

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

4.7. Scale Operator Holiday Eligibility. An employee must be in a pay status either the employee's scheduled working day before or the employee's scheduled working day after a holiday in order to receive holiday pay. An employee leaving County employment the day prior to the holiday shall not receive holiday pay.

ARTICLE 5: VACATIONS

5.1. Regular, probationary and term-limited temporary employees shall accrue vacation leave benefits for each hour paid at the straight time rate of pay, up to a maximum allowed by the King County Code.

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

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

Through end of year 3	.0460
Upon beginning of year 4	.065934
Upon beginning of year 11	.0769
Upon beginning of year 13	.087912
Upon beginning of year 19	(Article 5.1 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 except for a Washington Family Care Act qualifying event. 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. <u>Vacation Schedule.</u>

A. The division director/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.

Solid Waste: 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 four (4) Transfer Station Operators, six (6) Truck Driver IIIs, three (3) Scale Operators and one (1) Tipper Worker I off on vacation leave at any one time, provided it can be done without detriment to King County services.

Vacation preference requests for a period beginning March 1 and ending the last day of February the following year must be received by management no later than February 1. The vacation schedule shall be posted on or before February 15. Vacation requests received after February 1 shall be granted, in the order received, when possible. However, subsequent vacation requests, up to the minimum number allowed in this section, shall not be denied for arbitrary or capricious reasons. In the event of scheduling conflicts within the division, classification seniority will prevail.

B. Regular part-time employees 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 schedule except as provided under Article 5.5.A.

5.6. Employees who are eligible to accrue vacation leave may accrue up to sixty (60) days (480 hours) vacation per year, consistent with Article 5.1 and 5.2 of this contract. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the division director/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

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

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

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

5.10. In cases of separation from County employment by death an employee with accrued

vacation leave who has successfully completed his or her first six (6) months of County service will have unused vacation leave up to the maximum accrual amount paid to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

5.11. If a regular employee resigns from County employment and subsequently returns to County employment within two (2) years from such resignation the employee's prior County service shall be counted in determining the vacation leave accrual rate under Article 5.1.

If a regular employee is laid off and subsequently returns to County employment within five (5) years from such lay off, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Article 5.1.

5.12. If an employee is injured or becomes sick while on vacation leave s/he can use accrued sick leave for that time provided s/he notifies the division director/designee on the first day of the injury or illness. If it is physically impossible to give such notice on the first day, notice must be given as soon as possible and must be accompanied by an acceptable showing of the reasons for the delay. Verification of the injury or illness from a licensed practitioner may be required for approval of the sick leave request and the injury or illness must be of such severity that it would have prevented the employee from working had the employee not been on vacation leave.

5.13. Vacation Accruals. Vacation accruals shall be posted on the employees pay stub each pay period.

ARTICLE 6: SICK LEAVE

6.1. Regular, probationary and term-limited temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour paid at the straight time rate of pay, up to a maximum of 96 hours per year. The employee is not entitled to sick leave if not previously earned.

Regular employees working a 7/10 schedule who were assigned to a 7/10 schedule on or before August 1, 1996 (including Scale Operators) shall accrue sick leave benefits at the rate of .052750 hours for each hour paid at the straight time rate of pay up to a maximum of 96 hours per year.

6.2. During the first six (6) months of service, employees eligible to accrue vacation leave may, at the division director/designee's discretion, use any accrued days of vacation leave as an

extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

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

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

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

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

6.7. Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary Association (VEBA), this cash out will be subject to those provisions.

6.8. Leave Without Pay for Health Reasons. An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave.

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

6.10. Use of Vacation Leave as Sick Leave. An employee who has exhausted all of his/her

sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his/her manager/designee.

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

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

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

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

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

B. Exposure to contagious diseases and resulting quarantine.

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

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

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

F. To care for other family members, if:

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

2. The family member is the employee's spouse or domestic partner, the

employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and,

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

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

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

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

G. In accordance with local, state and federal law, including but not limited to the Washington Family Care Act. However, nothing contained herein shall be construed to waive the Union's right to bargain the effects over changes in the law.

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

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

B. Reduced Schedules. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family

member of the employee; and

C. Temporary Transfer. If an employee requests intermittent leave or leave on a reduced leave schedule, under Article 6.12.B. above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

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

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

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

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

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

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

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

6.13. Definition of Child. For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is under eighteen (18) years of age or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

ARTICLE 7: PAID LEAVES

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

A. Vacation Leave Hours.

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

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

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

B. Sick Leave Hours.

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

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

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

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

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

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

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

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

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

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

7.3. Bereavement Leave.

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

bereavement leave per occurrence due to death of a member of his/her immediate family.

B. An employee eligible for leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of five (5) working days for each instance when death occurs to a member of the employee's immediate family or any relative continually living in the employee's household.

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

D. Family Defined. Immediate family means, as used in this article: spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner.

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

7.5. Jury Duty.

An employee eligible for paid leave who is called for jury duty will be entitled to regular pay for all on-shift work hours missed due to jury duty. The employee should deposit his or her jury duty fees, excluding mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees must contact their supervisor when dismissed from jury duty during regularly scheduled working hours and may be required to report back to work.

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

7.7. Military Leave. A leave of absence for active military duty or active military training duty will be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the manager/designee in

writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE

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

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

ARTICLE 9: CLASSIFICATIONS AND COMPENSATION

9.1. The classifications of work, and rates of pay, and step progression for each classification covered by this Agreement shall be as listed under Addendum A. Local 174 may grieve jurisdiction issues related to work performed by the classifications listed under Addendum A, except as limited under Article 13.1.

9.2. Effective January 1, 2014, classifications covered by this Agreement shall be paid at the 2014 King County Squared Table rates set forth in Addendum A.

9.3. Upon ratification, each member of the Bargaining Unit shall receive a lump sum bonus of five hundred ($500.00) to be paid no later than two pay periods following the full ratification by Metropolitan King County Council.

9.3.1. **2015 COLA.** The parties agree that the compensation adjustment for 2015 shall be 2.0%.

9.3.2. **2016 COLA.** The parties agree that the compensation adjustment for 2016 shall be 2.25%.

9.3.3. In accordance with the Agreement between King County and the Coalition a flat lump sum Coalition Participation Premium payment of $500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014.

9.4. Should any other bargaining unit within King County reach a more favorable cost of living increase for 2015 and 2016, Local 174 represented members shall automatically receive the same. This provision will not apply to bargaining units that receive a more favorable wage increase

through interest arbitration.

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

9.6. For employees hired into classifications with step progression, the initial step placement will be determined by the County.

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

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

9.9. Temporary Positions. Temporary employees will be paid at the first step of the pay range specified in Addendum A. Temporary employees are not eligible for paid leaves or insured benefits. In the event that the temporary employee exceeds the annual working hour threshold defined in Chapter 3.12 of the K.C.C, he/she may also be entitled to receive additional compensation and also may be eligible to participate in the medical component of the insured benefits plan as provided under the Chapter and subsequent revisions thereof. All Temporary Sign and Marking Specialists shall be hired as Sign and Marking Specialist I's.

9.10. Premium Pay.

A. Truck Driver II will receive a premium of two and a half percent (2.5%) per day for operating a vactor truck, operating the concrete mixer truck, pulling a tilt top trailer or pulling a

"pony."

B. All Sign and Marking Specialists with commercial drivers licenses and hazardous materials endorsements will be paid a premium of two and a half percent (2.5%) per day for using the striper truck and performing striping duties.

C. Solid Waste Fuel Truck Assignment. Any employee who operates a fuel truck for any part of one day shall be compensated an additional seventy five ($.75) cents for all hours worked that day. This provision shall go into effect January 1, 2015.

D. Transfer Station Operators Maintenance and Household Hazardous Waste Positions. Employees in the TSO Maintenance or HHW assignments will receive a fifty ($.50) cent premium for all hours worked. Employees in the TSO Maintenance or HHW assignments for a second consecutive year shall receive an additional one dollar ($1.00) premium for all hours worked during that second year. Employees in the TSO Maintenance or HHW assignment for three or more consecutive years will receive an additional one dollar and fifty cents ($1.50) premium for all hours worked during those years. Within thirty (30) days after the implementation of the fully executed contract, the County shall conduct a one-time special bid for these assignments.

9.11. <u>Lead Compensation.</u> An employee assigned in writing by the manager/designee to be a lead will receive a premium of ten percent (10%) for all time assigned. Leads have responsibility for assigning, tracking, organizing and scheduling. Leads do not make hiring decisions, establish job performance standards or effectively recommend or participate in disciplining employees. Assigned Leads shall be paid weekly a minimum of one (1) hour for any required "transitional" communications.

9.12. <u>Scale Operator Leads Cell Phone/Pager.</u> All designated Scale Operator Leads required in writing to carry pagers or cell phones during their normally scheduled time off shall be compensated at the hourly rate of $2.00 (two dollars) for all time spent while so assigned and not receiving other compensation. Assigned work from home will be paid at a minimum of fifteen (15) minutes, in fifteen (15) minute increments.

9.13. <u>Overtime.</u>

A. No employee shall have his/her work schedule altered for the sole purpose of

avoiding the payment of overtime. No employee shall be required to work on his/her scheduled day off in lieu of his scheduled workday. Nothing herein shall be construed as meaning that an employee shall receive overtime pay for Saturday or Sunday work when such work is performed on his/her scheduled workday.

B. Employees on a 5-8 schedule who are required to work beyond eight (8) hours a day at the direction of their supervisor shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Employees on a 4/10 schedule who are required to work beyond ten (10) hours a day at the direction of their supervisor shall be compensated at a rate of one-and-one-half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten (10) hours per day or forty (40) hours per workweek. Employees on a 7/10 schedule who are required to work beyond ten (10) hours a day at the direction of their supervisor shall be compensated at the rate of one-and-one-half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten (10) hours per day or forty (40) hours per workweek.

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

D. <u>Scale Operator Mandatory Off-Shift Assignments.</u>

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

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

3. Hours already paid at the double time rate are not used for the purposes of determining weekly overtime.

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

June.

5. Assigned mandatory shifts will not be cancelled or reduced more than 24 hours after the time of assignment except by mutual agreement between the employee and the County.

9.13.1. Overtime Thresholds. For the purposes of this Agreement, all regular straight-time compensated hours will be used for the purposes of determining overtime thresholds.

9.14. Call Out.

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

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

C. A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift.

9.15. Signs and Marking Stand-by. Employees assigned to be on stand-by shall receive $1.50 per hour for each hour required to be on stand-by. Employees shall be required to be available for any call when on stand-by. When called out on stand-by, the employee shall receive call out pay as identified in Article 9.14 (except that the minimum shall be three (3) hours unless the County determines more employees are needed then the minimum shall be 4 hours and the standby employee shall receive no less compensation than the additional employee(s) called in).

9.16. Shift Premium Pay.

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

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

C. The premiums shall be applied to the working hours listed in Article 10.

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

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

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

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

9.17. Personal Vehicle. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the mileage rate established by County ordinance in effect at the time of reimbursement, as it may be amended.

9.18. Bus Pass.

A. Regular, probationary and term-limited temporary employees shall be eligible to receive on an annual basis a fully subsidized, regular (Metro) transit pass.

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

9.19. Emergency Work. Emergency work, at other than the normal scheduled working hours or special scheduled working hours not enumerated in this Article, will be compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, his/her regular shift shall be compensated at regular time.

9.20. Scheduled Overtime – Roads and Parks Divisions. Scheduled overtime work, which may be required and is generally scheduled on weekends and holidays, shall first be offered to employees on a rotating seniority basis within the work group.

9.20.1. Roads Division. For work groups in which there is more than one pit-site, the overtime shall first be offered to employees on a rotating basis within the pit-site, then to the entire work group. If the overtime is a continuation of work previously started by a particular crew within a

work group, the overtime will first be offered to employees on a rotating seniority basis within the crew, then to the work group as described above. A work group is defined as a maintenance division or an entire crew operating out of the central shop, i.e., drainage crew, bridge crew, etc.

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

9.21.1. Scale Operators Off Shift Work. Work shall be scheduled the Saturday prior to the next week beginning on Monday, except in case of necessity arising at a later time. If any employee who has indicated availability for work on their off shift is missed for work assigned, due to a good faith error on the County's part, the employee may request and shall receive the next available opportunity to work an amount of hours equal to or greater than the hours missed. Hours so assigned shall be at the same rate of pay as hours missed. If the employee is not available for the first available opportunity a second opportunity shall be provided.

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

a. Scale Operators. Each lead off-shift overtime offer after the Saturday scheduling will count as one (1) pass on the overtime wheel for that off-shift week.

b. Truck Drivers. Each lead off-shift overtime assignment will count as one (1) pass on the overtime wheel.

9.21.3. The parties mutually agree that they will convene within ninety (90) days of ratification to discuss revising TDIII overtime/make up procedures to address issues regarding when an employee fails to work an accepted overtime assignment.

a. The County and the Union each will appoint up to three (3) people to participate on the committee, with the goal of appointing people who are committed to reviewing data and providing objective feedback.

b. The committee will meet as needed, with the goal of reaching an agreement on the procedures referenced by August 31, 2014.

c. In the event the parties are unable to reach an agreement the Union reserves

the right to grieve any perceived violations.

9.22. Ferry Tickets. Ferry tickets shall be provided for assignments on Vashon Island.

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

9.24. Compensatory Time. The accrual and use of compensatory time shall be administered consistent with King County Personnel Rules.

9.25. Trainer(s) in Solid Waste. When an employee is assigned in writing to provide training, that employee will be paid ten percent (10%) above his/her regular hourly rate for the hours spent training. Prior to implementing a selection process for new trainers, the Division and the Union will jointly develop trainer selection and removal criteria. Current trainers will continue as such until a selection process has been agreed upon.

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

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

9.28. The Signs and Marking, Roads and Parks employees will be treated the same as the TDIII's and TSO's in the Solid Waste Division as it pertains to the remedy for missed overtime opportunities. Any operational concerns regarding the application of the overtime wheel will be discussed in Labor Management Committee.

ARTICLE 10: WORK SCHEDULES AND SHIFT HOURS

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

shall normally be between 6:00 a.m. and 6:00 p.m.

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

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

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

10.3. Solid Waste Truck Driver Work Schedules

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

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

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

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

10.4. Second and Third Shifts.

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

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

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

D. Regular employees will be paid a second and/or third shift premium for the actual hours worked after 8:00 p.m. for a Transfer Station Operator or 6:00 p.m. for a Truck Driver. A regular employee backfilling for a full-time employee assigned to a second or third shift will receive the shift premium for that shift.

E. Second and Third Shifts for Scale Operators.

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

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

10.5. 4-10 Schedule

The County may establish a work schedule of four (4) work days of ten (10) hours each work day, not to exceed forty (40) hours per work week, Monday through Friday. These shifts may or may

not be consecutive days. Barring a contrary majority vote of the Transfer Station Operators, the 4/10 schedules for Transfer Station Operators will be consecutive days, Monday through Thursday or Tuesday through Friday. This section does not apply to Scale Operators or Solid Waste Truck Driver III's.

10.5.1. Roads and Parks 4-10 Schedule. The County may establish a work schedule of four (4) work days of ten (10) hours each work day, Monday through Friday. The Union and the County shall discuss the 4/10 schedule at the LMC annually, no later than March. This schedule, when implemented, shall generally be implemented beginning with the workweek that includes Memorial Day and concludes with the workweek that includes Labor Day. Any deviation from this schedule shall be accompanied with thirty days notice and/or based on mutual agreement between the County and the Union.

10.6. Shift Bidding - Solid Waste Truck Drivers and Tipper Worker I.

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

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

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

10.7. Transfer Station Operators and Scale Operators.

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

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

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

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

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

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

10.8. Roads Work-Site Selection Process.

A. Prior to filling a vacant bargaining unit position, regular employees of the bargaining unit will be provided with the first opportunity to transfer into the vacancy. The County determines when a position is vacant and when, and if it will be filled. The most senior employee in the classification will receive the first right of refusal for that position, provided the following conditions are met:

1. He/she is qualified to perform the work;

2. The transfer does not create an actual or potential legal risk to the County, examples of which include:

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

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

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

d. The employee is not currently under investigation or on a corrective action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

B. Employees can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested. The advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager or designee. Requests on file will be reviewed and approved by the maintenance operations manager or designee. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

10.9. <u>Parks Truck Driver II.</u>

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

B. During the first pay period of each year, there will be a voluntary sign-up period during which regular Parks Truck Driver IIs may indicate their preferred shift(s). The sign-up period shall be open for ten (10) calendar days.

C. At the close of the sign-up period, the supervisor shall complete the bidding

process by seniority.

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

10.10. <u>Regular Part Time Solid Waste Division.</u>

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

B. Regular part-time employees shall be assigned to work as needed on a 7/10 work schedule with an equal number assigned to both seven (7) day shifts. Initial assignment to shifts "A" and "B" shall be on the basis of seniority. Subsequent calls to work shall be made on the basis of seniority within shift. Employees shall be guaranteed a minimum of four (4) hours for each day assigned to work. Regular part-time Scale Operators shall select on-shift assignments on the basis of seniority with the longest remaining shift(s) being covered by the least senior employee(s) prior to assigning any remaining shift(s) to the overtime wheel. The County reserves the right to assign work as needed for Scale Operators, in inverse order of seniority, without restriction as to location of assignment, day of assignment, shift (day, second, third) or work performed. Travel time between work locations will be compensated and will be included when calculating the four (4) hour guarantee. Employees are also eligible for mileage reimbursement under Article 9.15 when using their own car when traveling between work locations.

C. Regular part-time employees shall not normally work more than seventy (70) hours during any consecutive two (2) week period. Off shift regular part-time employees having sixty (60) hours (sixty-six (66) hours for Scale Operators) or less time during the regular scheduled seven (7) days on, will be offered the first opportunity to fill out their seventy (70) hours during a consecutive two (2) weeks period on a rotating basis with the most senior being called first. If make-up work is offered, but declined by the employee, this shall be treated as hours worked for scheduling purposes. For Scale operators, work that exceeds forty (40) hours in any FLSA workweek shall not be allowed except as described in Section 9.13.B. or unless there are no volunteers to cover the work. Any work beyond the seventy (70) hours specified herein shall be offered to regular employees as

specified in Article 9.21.

10.11. Special Schedules - Roads, Traffic, Fleet and Parks.

A. Supervisors may change the scheduled hours and provide special schedules for special operations, such as snow removal, flood control, sanding operations, other operations due to acts of nature, and other special schedules for special activities or projects.

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

C. When an employee works an "alert" schedule, the employee will receive the first four (4) hours worked at the rate of one and one-half (1-1/2) his/her base rate of pay. The next eight (8) hours worked will be at the employee's regular base rate of pay. Nothing herein guarantees that the employee will work more than eight (8) hours while on an "alert" schedule. The employee will receive sick and vacation leave accruals for the first eight (8) hours worked. Responsibility for the fair administration of the "alert" schedule shall be that of the superintendent of special operations or the superintendent of maintenance. At the onset of the 12 hour shift the County shall call out the number of drivers necessary and may call drivers prior to their shift up to four (4) hours prior to the start of their shift. For example, employees scheduled for the midnight to noon shift can be called for a qualifying event that is called between 8:00 p.m. and midnight.

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

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

must be negotiated by the Union and the County.

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

10.15. If an employee is scheduled to work but no work exists, the County must notify the employee at least two (2) hours prior to the beginning of the employee's shift or a four (4) hour minimum pay will be paid.

10.16. No employee shall be required to work a shift that begins less than nine (9) hours after the end of a previously worked shift. For regular part-time employees who decline to work such a shift, the hours would not be treated as hours offered.

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

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

ARTICLE 11: MISCELLANEOUS

11.1. Upon written application, a regular employee elected or appointed to a Teamsters Local 174 office that requires all of his/her time shall be given a leave of absence without pay from work, normally not to exceed a period of five (5) years or the period the County permits for military leave, whichever is longer. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate same during such leave. Leave may not be approved for more than one employee at a time per Department.

A regular employee designated by Teamsters Local 174 to serve on official union business that requires a part of his/her time shall be given a leave of absence without pay from work, provided it can be done without detriment to King County services and at least forty-eight (48) hours written notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate same during such leave.

11.2. Truck Selection - Solid Waste Division.

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

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

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

D. For daily operations, on-shift seniority shall prevail. This vehicle selection process may be completed prior to the start time of the affected work shift. After the start time, trucks may be selected on a first-come, first-choice basis.

11.3. Truck Selection – Roads Division. Replacement equipment shall be assigned to the same employee whose equipment is being replaced. Prior to filling a vacancy with a transfer or new regular employee, the employees in that work group (as defined in Article 9.20.1) may select an open truck on the basis of seniority.

11.4. Transfer Station Operators operate the following equipment in the exercise of their job responsibilities:

Compaction Equipment

Packer

Backhoe

Tractor (Goat) to pull trailers

and such other equipment as may be required.

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

11.6. No employee will be required or assigned to engage in any work activity involving

unsafe conditions of work which are in violation of an applicable statute relating to safety of persons or equipment.

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

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

11.9. <u>Labor Management.</u> The Union and the County agree to establish and participate in a joint labor-management committee process to deal jointly with areas of mutual interest. The parties may also agree to establish other kinds of joint committees. The parties are responsible for selecting their participants to the joint committee(s). Under no circumstances shall collective bargaining occur in any committee meeting. Any issues leading to collective bargaining will be conducted in an appropriate manner.

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

Management Meeting shall be compensated.

11.9.2. Topic areas for a Labor Management Committee may include, but are not limited to: Transfer Station Operator shift bid process, employee cost savings suggestions, including those related to work which is currently contracted out by a division; transfer facility days and hours of operation; and Solid Waste Truck Driver III start times and station assignments.

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

11.9.4. The County will process information requests made by the Union as required by law.

11.9.5. County and Union Partnership. When invited by the County, the Union's Secretary-Treasurer/designee will meet with the County to address any operational matter.

11.10. Drug and Alcohol Testing Policy.

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

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

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

11.11. The Union may have one (1) member from each of the eight (8) work units listed under Article 14.10, except Fleet, to attend contract negotiations with the County. The employee will suffer no loss of regular, straight-time pay when contract negotiations are held at the same time as the employee's regular scheduled hours of work.

11.12. Contracting Out.

The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the

County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

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

11.14. <u>Loan in-Loan out - Roads Division.</u>

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

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

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

1. Temporary employees

2. Term-limited temporary employees

3. Regular employees, in reverse seniority order

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

E. Employees loaned-out to another work group are eligible for call-outs in that work group. While loaned out to another work group, the employee is no longer considered a member of

the work group to which they are regularly assigned for the purposes of call outs, except during an "alert" schedule (Article 10.11), when the employee will be recalled to his/her regularly assigned work group.

F. Definition: Loan-out is defined as an employee being temporarily reassigned with advanced notice for one (1) day or more to another work group during which time s/he may be required to report to that work site at the beginning of the day and is under the direction of that planning group's supervisor. (When an employee is temporarily reassigned for one day or less, he/she reports to and leaves from, his/her regularly assigned work group.)

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

11.15. Temporary employees shall not be used to supplant regular positions.

11.16. Bulletin Boards. The County agrees to permit the Union to post Union material on County bulletin boards, provided there is sufficient space beyond what is required by the County for normal operations.

11.17. Fax. Shop stewards may use the County fax machine to send faxes to local numbers for contract administration purposes on an incidental basis.

11.18. Email. Shop stewards who have email access may use email for contract administration purposes, provided such use is incidental, consistent with other County policies, and does not interfere with County business. The Union understands that email is not secure or private and is subject to public disclosure laws.

11.19. Safety Gear.

For employees who are required to wear specific safety footwear and/or who want to purchase additional approved safety gear not already provided for by the County, will be reimbursed up to a total of one hundred and fifty dollars ($150.00) per calendar year, per employee. Employees will be responsible to purchase the required footwear, and submit an Expense Claim Form and receipt. Employees who opt to purchase additional approved gear will submit an Expense Claim Form and

receipt.

11.20. Cameras.

A. The County agrees not to solely rely on camera footage as the basis for discipline for a first offense, except in cases where the violation is covered under 12.4 (excluding insubordination, harassment, and discrimination, referencing #2 and #7 in Article 12.4)

B. The County expressly agrees that any real time viewing is for operational reasons and will not be used for surveillance of employees for the purpose of disciplinary action.

C. The County will not request copies of camera footage from IT for the purpose of disciplinary action unless it has a documented good-faith reason to do so, based upon a reasonable suspicion an employee has committed an offense that could result in discipline. The County agrees not to request or view camera footage, without any other evidence, involving an employee who may have committed a violation of some rule or policy which could result in disciplinary action (no fishing expeditions). The County is prohibited from requesting camera footage based on a complaint by a co-worker unless the incident rises to the level of an offense covered by Article 12.4. The Employee and Labor Relations Representative for the Division must approve any such request.

D. If the County is aware of and is intending to use camera footage as defined in (A) and (C) in an investigation, the employee and the Union shall have the right to view the camera footage before an investigatory interview. If the County refuses to show the employee and the Union the camera footage upon request before conducting an investigatory interview, the camera footage shall not be used as evidence in any manner related to discipline. Furthermore, the camera footage also shall not be used as evidence under just cause and may not be introduced as evidence during any step of the grievance procedure, including arbitration.

E. The County agrees to comply with requests from the Union for camera footage where discipline or the potential to issue discipline exists.

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

G. The timelines addressed in 12.6 shall apply to the use of camera recordings as well.

ARTICLE 12: DISCIPLINE AND DISCHARGE

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

12.2. As a condition precedent to any suspension or discharge, the County must have given the employee a written reprimand wherein facts forming the grounds of the County's dissatisfaction are clearly set forth. Written reprimands, suspensions or discharges must be given by registered, certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

12.3. Letters of reprimand shall be expunged from an employee's personal history file after a period of twelve (12) months.

12.4. Written reprimands are not necessary if the grounds are:

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

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

3. Recklessness – Defined in Black's Law Dictionary.

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

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

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

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

8. Theft – Defined as stealing time, materials, money or equivalent.

12.5. Discharges or suspensions must not be founded on evidence secured directly or indirectly through entrapment. Further, except for surveillance by on duty officers of the law, discharges or suspensions, for reckless driving must not be founded upon evidence secured directly or indirectly through surveillance.

12.6. **Notice of Intent.** All time limits set forth in this Section that refer to working days, shall include Monday through Friday and exclude all County recognized holidays.

A. Written reprimands and notice of intent to discharge or suspend must be executed within ten (10) working days of the incident. However, if the County's knowledge is not immediate or if the incident is such that an investigation of the circumstances is required, written reprimands and notice of the County's intent to suspend or discharge must be executed within ten (10) working days of the time the County acquires knowledge of the incident, or within ten (10) working days of the investigation. Investigations shall be initiated within ten (10) working days of knowledge of the incident.

B. Following the County's notice of intent to suspend or discharge, a Loudermill hearing shall be held within ten (10) working days of the notice, unless otherwise mutually agreed to by the parties. The final discipline decision shall normally be rendered within ten (10) working days of the hearing, unless otherwise mutually agreed to by the parties.

C. In no event shall discipline be imposed if the infraction is more than ninety (90) calendar days following the date of the incident; except, for the infractions listed under Article 12.4, not including insubordination. For the infractions that are exempted by the ninety (90) calendar day limitation, the county shall act on the infraction within a reasonable time period.

12.7.

A. An employee has the right to request an investigation, by the Union, of any written reprimand, suspension or discharge provided such request is made within ten (10) calendar days of receipt of same, otherwise the right to request an investigation is waived. The day of receipt of a written reprimand, suspension or discharge shall be excluded in figuring time. If the last day of the time period listed in this Article falls on a Saturday, Sunday, or holiday, the next following normal

business day shall be considered the last day.

B. Grievances arising as a result of any such investigation shall be settled in accordance with the provisions of Article 13, Settlement of Disputes.

ARTICLE 13: SETTLEMENT OF DISPUTES

13.1. Preamble:

A. The County and the Union recognize the importance of cooperative problem-solving approaches to the resolution of disputes.

B. The goal of this process is to explore all avenues that could resolve a grievance. Shop stewards and supervisors shall have broad authority to make decisions toward this end provided that such decisions shall not set precedence, establish a practice or, in any way, modify this Agreement. Both the County and the Union agree to empower their supervisors and stewards respectively, and to provide them the necessary training and access to staff resources necessary to implement this process.

13.2. The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article.

13.3. The existing wage structures are not to be subjected to the provisions of this Article for determination or alteration.

13.4. The Union shall not be required to pursue employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of an arbitrator, the Union shall be the exclusive representative of the employee(s) covered.

13.5. Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke grievance procedures.

13.6. Probationary, temporary and term-limited temporary employees cannot grieve discipline or discharge.

13.7. The processing, disposition and/or settlement by and between the Union and the County of any grievance shall, except as provided in Articles 13.1.B , be absolute and final and binding on the Union and its members, the employee(s) involved and the County.

13.8. Grievance Process.

A. Filing. A grievance will be filed in writing with the employee's immediate supervisor within fifteen (15) days of the incident or reasonable first knowledge thereof. Grievances involving discipline will advance directly to Step 2. All grievances must provide the following information:

- The date and nature of the occurrence giving rise to the grievance;
- The Article of the Agreement alleged to be violated;
- A description of how the Agreement is alleged to have been violated; and
- The remedy requested.

Step 1. The supervisor, employee and Union shall meet within ten (10) days after the grievance is filed to discuss and attempt to resolve the grievance, unless it is mutually agreed that a meeting is not necessary. If a resolution is reached, it must be reduced to writing and signed by the supervisor, employee and Union. Copies of the resolution must be provided to the Division Director and County Labor Negotiator within ten (10) days after the resolution is agreed upon. The resolution cannot, in any way whatsoever, modify the Agreement. If the grievance is not resolved at Step 1, the supervisor shall provide a written decision to the Union and the employee within ten (10) days after the Step 1 meeting. The Union will have ten (10) days following receipt of the supervisor's written decision in which to request a Step 2 meeting.

Step 2. If the grievance was not resolved at Step 1 or if the grievance involves discipline, the Union may make a written request of the Division Director for a Step 2 meeting. The Division Director, employee and Union shall meet within fifteen (15) days after receipt of the appeal to Step 2 and attempt to resolve the grievance. If a resolution is reached, it must be reduced to writing and signed by the Division Director, employee and Union. A copy of the resolution must be provided to County Labor Negotiator. The resolution cannot, in any way whatsoever, modify the Agreement. If the grievance is not resolved at Step 2, the Division Director shall provide a written decision to the Union within ten (10) days after the Step 2 meeting. The Union will have ten (10) days following receipt of the Division Director's written decision in which to request a Step 3 meeting.

Step 3. If the grievance was not resolved at Step 2, the Union may make a written

request of the Director of Labor Relations/designee for a Step 3 meeting. The Director of Labor Relations/designee shall meet within ten (10) days after receipt of the appeal to Step 3 and attempt to resolve the grievance. The Director of Labor Relations/designee shall provide a written decision to the Union within ten (10) days after the Step 3 meeting. The Director of Labor Relations/designee shall have full authority to resolve the dispute. In the event the dispute is not resolved by the Director of Labor Relations/designee the Union will have ten (10) days following receipt of the written decision in which to request mediation or arbitration.

B. Grievance Settlement Offers. Rejected settlement offers made by either side will be of no value, and will not be admissible in any mediation or arbitration.

13.9. Optional Mediation.

If the decision at the Step 3 has not resolved the grievance, the Union may submit the matter in writing to the Labor Negotiator/designee within ten (10) days of receiving the Director of Labor Relations grievance decision in Article 13.8.A. Step 3 above, with a request for mediation. In the event the grievance is not resolved through mediation, the Union may proceed to request arbitration within ten (10) days of concluding the mediation process.

13.10. Arbitration.

A. Should arbitration be requested, it must be done so within ten (10) working days of concluding mediation or not later than ten (10) working days of receiving the Director of Labor Relations grievance decision. The request for arbitration shall be submitted in writing to the Labor Negotiator/designee and it must specify the issue to be arbitrated.

B. The parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of nine (9) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). Both the County representative and the Union, will each alternately strike a name from the list until only one name remains. The party who strikes first shall be determined by a coin flip. An arbitrator must be selected within five (5) days of receiving the list from FMCS.

C. Within a reasonable time of the arbitrator's selection, the arbitrator shall hold a hearing. The hearing shall not be public. The arbitrator shall afford the Union and the County liberal

rights to present exhibits and other documentary evidence (including affidavits from witnesses) and to examine and cross-examine witnesses. The Union and County may be represented as individually desired. Upon the arbitrator's, or Union's or County's request, and when practicable, the County shall make employees available as witnesses. All witnesses shall be free of restraint, interference, coercion, or reprisal. Employee witnesses called by the County shall not lose wages while testifying as a witness. The arbitrator shall have the power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and the County.

D. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall retain jurisdiction until the final decision is made, unless otherwise agreed to by the parties. The written decision shall be dated and shall include orderly and concise findings of fact. Copies of the final decision shall be furnished to the Union and County.

E. The parties shall require the arbitrator to agree that, by accepting the position of arbitrator, she/he shall abide and be bound by the provisions of this Article. The arbitrator shall have no power to add or subtract from or to disregard, modify or otherwise alter any term of this Agreement or any other agreement(s) between the Union and the County or to negotiate new agreements. The arbitrator's powers are limited to interpretations or a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any, with respect to the issue being arbitrated.

F. Failure to abide by the final decision of the Director of Labor Relations or Arbitrator shall be a violation of this Agreement. The Union or the County may, if deemed expedient, seek court enforcement of any final decision of the Arbitrator.

G. Fees for the arbitrator shall be paid equally by the Union and the County. If the Union and County agree that shorthand, stenotype or other reporter should record the proceedings, the cost incidental thereto shall be shared equally and each shall have access to the record. If the Union or the County provide their own separate means for recording the proceedings, such shall not, as a matter or right, be available to the other. In the event of death or disqualification or

unavailability of the arbitrator, a replacement may be made consistent with initial arbitrator appointment provisions and, in such event, no fee shall be due the displaced arbitrator.

H. The Union and the County is each responsible for their own costs, fees, and expenses that are related directly or indirectly to the processes of any pre-grievance, grievance, arbitration or mediation as provided under this Article.

13.11. Time Limits. All time limits set forth in this Article refer to working days, which shall include Monday through Friday and exclude all County recognized holidays. Time limits can be extended upon mutual agreement.

13.12. The County and the Union agree that to the extent that there is any conflict between a decision of an Arbitrator and a decision of the Public Employment Relations Commission (PERC), the decision of the PERC shall prevail.

ARTICLE 14: SENIORITY

14.1. Seniority Defined.

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

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

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

14.2. In the event of reduction-in-force, work unit seniority shall have greater weight than departmental seniority.

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

14.4.

A. A regular employee shall be entitled to work unit seniority when such employee shall have completed a probationary period of six (6) consecutive months in a work unit covered by this Agreement.

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

C. Employees laid off during their six (6) month probationary period may be recalled to work unit work within ninety (90) calendar days of their layoff, they shall be credited with all days previously worked for purposes of computing work unit seniority as set forth in Article 14.1.C.

14.5. Seniority rights shall be forfeited for either of the following causes:

A. Discharge for any justifiable cause.

B. Resignation.

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

14.7. When an employee is or has been promoted or transferred from the work unit to another job so as to be excluded from coverage by this Agreement, such employee may be returned to the work unit by the County and he/she shall resume his/her seniority which he/she had as of the date of promotion or transfer; except that such employees outside of the work unit in excess of six (6) months shall not have work unit division seniority restored upon their return to the work unit.

14.8. Employees laid off shall be recalled in the inverse order of layoff; namely, those laid off last will be recalled first. A laid off employee will be removed from the recall list if the employee fails to accept or report to work after being recalled, if the employee fails to respond to the County's notification of recall or if the employee requests to be removed from the recall list. Former bargaining unit members who are eligible for recall as of July 20, 2014, will continue to have recall rights of indefinite duration, subject to the terms and conditions in this Article. For any bargaining unit member who is laid off and becomes eligible for recall after July 20, 2014, such recall rights, including duration, will be administered pursuant to recall rules as set forth in the King County Personnel Guidelines.

14.9. <u>Work Units – Defined.</u>

A. Transfer Station Operators: Solid Waste

B. Truck Driver III: Solid Waste

C. Truck Driver I, II, and III: Roads Services

D. Sign and Marking Specialists: All divisions

E. Truck Driver II: Parks

F. Truck Driver I and III: Fleet

G. Scale Operator: Solid Waste

H. Tipper Worker I: Solid Waste

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

14.11. Scale Operator Lateral Bumping. Lateral bumping may occur in the following situations:

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

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

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

Step 2. All affected employees in the classification and the union will be notified in writing of the position elimination at least thirty (30) days prior to the event occurring.

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

Step 4. All affected regular fulltime and regular part-time employees bid for position

preferences in order of priority. The supervisor shall provide a formal position list to each affected employee with the notice provided per Step 1 above, which will include all work locations and shifts available for bid.

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

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

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

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, marital status, sexual orientation, national origin, age, sex, or disability. Allegations of unlawful discrimination shall not be a proper subject for adjudication under the arbitration procedure of Article 13 of this Agreement. Grievances involving allegations of discrimination that are not resolved through the grievance procedure of Article 13 may be referred by the grievant to the appropriate government agency.

ARTICLE 16: SAVINGS CLAUSE

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

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION

17.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should the same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave shall be considered as an automatic resignation. The department head may rescind such a resignation if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.

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

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

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

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

ARTICLE 18: PENSION

18.1. Effective January 1, 2007, the County agrees to contribute one dollar ($1.00) for every

hour for which compensation is paid to the Western Conference of Teamsters Pension Trust on behalf of employees within the job classifications represented by Teamsters Local Union 174. Employees have elected to reduce their wage rates in Addendum A by the amount of one dollar ($1.00) for every compensable hour.

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

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

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

ARTICLE 19: WAIVER CLAUSE

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

ARTICLE 20: EFFECTIVE DATE AND DURATION

20.1. This Agreement shall be effective upon full and final ratification and approval by all requisite means by the King County Council and shall be in force and effect from January 1, 2014 through December 31, 2016.

20.2. Contract negotiations for a successor contract may be initiated by either party upon written notification not later than sixty (60) days before the expiration of this Agreement.

APPROVED this 30th day of December, 2014.

By: for Rhonda L. Berry
King County Executive

Rick Hicks
Secretary-Treasurer
Teamsters Local 174

ADDENDUM A
WAGE RATES

Job Class Code	PeopleSoft Job Code	Classification Title	Squared Table Range
4102200	413202	Scale Operator - Base Rate	37
4102220	413103	Scale Operator - Cedar Falls	40
4102210	413104	Scale Operator - Cedar Hills	43
8102100	813101	Sign and Marking Specialist I	44
8102200	813202	Sign and Marking Specialist II	47
8102300	813303	Sign and Marking Specialist Lead	51
9322100	933301	Transfer Station Operator	47
9321100	932103	Truck Driver I	44
9321200	932202	Truck Driver II	47
9321300	932301	Truck Driver III	48
9440100	942106	Utility Worker I (Tipper Worker I)	35

1. All classifications utilize Steps 2-4-6-8-10, as follows:

Step	Months
2	0 to 6 months
4	7 to 18 months
6	19 to 30 months
8	31 to 42 months
10	43+ months

2. Employees at Step 2 will progress to Step 4 after completion of probation. Subsequent Step progression will occur annually thereafter.

3. Effective January 1, 2007, any bargaining unit employee who is not at top Step and was hired prior to October 1, 2006 will utilize Steps 2-4-6-10. Such employees at Step A will be placed at Step 2, employees at Step B will be placed at Step 4, and employees at Step C will be placed at Step 6. The calculation of the number of months at each step will not be impacted by the January 1, 2007 move to the Squared Table. Step progression for these employees will occur as follows:

Step	Months
2	0 to 6 months
4	7 to 18 months
6	19 to 30 months
10	31+ months

ADDENDUM B

GRIEVANCE SETTLEMENT (UNION # LB-08-010)
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 174
REPRESENTING ROADS DIVISION SIGN AND MARKING SPECIALISTS,
DEPARTMENT OF TRANSPORTATION

SUBJECT: Intermittent Full Time Equivalent employees (FTEs) working as Roads Services Sign and Marking Specialists

Whereas, the Roads Services Division utilizes Sign and Marking Specialists as intermittent FTEs, and these positions are filled with employees represented by Teamsters, Local 174, and

Whereas, the parties have negotiated the matter,

Therefore, Teamsters, Local 174 and the County have agreed to the following:

The King County Human Resources Bulletin on Intermittent Employees dated October 21, 2008, sets forth the County's policy on intermittent employees. The parties agree to the terms in that bulletin with the exception of any terms below that are different.

Intermittent FTEs are defined as regular benefited employees in positions performing bodies of work that are expected to last for more than six months but less than twelve months and where those bodies of work are expected to be repeated in at least each of four successive years. This agreement applies solely to intermittent FTEs working as Roads Services Division Sign and Marking Specialists.

- Although the position is benefited, the length of employment each year is not guaranteed.
- At the conclusion of the employment period each year, career service intermittent FTEs are laid off by position.
- Intermittent FTE employees who are laid off are eligible for recall in inverse order into an intermittent FTE of the same classification for one year from the date of layoff.
- Recalled intermittent FTEs will not be required to serve a six-month probationary period after their initial probationary period.
- Recalled intermittent FTEs will resume the seniority which they had as of the date they were laid off, based on previous hours worked in the position.

ADDENDUM B

- Recalled intermittent FTEs will have all previous time in the classification as an intermittent or regular FTE apply toward pay step advancement, in accordance with Addendum A of the current collective bargaining agreement.

- Recalled intermittent FTEs will have sick leave balances that they had accrued at the time of layoff restored upon reemployment. Recalled intermittent FTEs will have all previous time spent in the classification as intermittent or regular FTEs apply toward sick leave and vacation accrual rates, and may request leave as long as it has been accrued, regardless of whether they have completed probation.

- Intermittent FTEs do not have a unilateral right to vacant, regular FTE positions.

For Teamsters Local 174:

Lawrence C. Boyd Business Agent 3/4/2009
Date

For King County:

C A Bann 3/9/09
Date

Amy Bann
Labor Negotiator
Human Resources Division
Department of Executive Services

ADDENDUM C

LETTER OF CLARIFICATION
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 174

Subject: Application of Seniority for Layoffs – Roads Division

Background:

1. International Brotherhood of Teamsters Local 174 and King County are parties to a collective bargaining agreement (CBA) effective September 1, 2010, through December 31, 2013.

2. The CBA provides for the Truck Driver I, II and III classifications to be combined into a single work unit within the Road Services Division. Management maintains the ability to cut positions by classification.

3. In an effort to be consistent with the intent of the agreement and to provide fairness to the employees, the County and the Union agree to the following.

Agreements:

1. Management maintains the ability to determine which positions will be cut by classification in any layoff situation. The determination of which employee in that classification that is affected shall be determined by work unit seniority (as opposed to time in classification) consistent with Article 14 of the CBA.

2. The parties agree that employees in the Truck Driver series in Roads Services (Truck Driver I, II and III) can bump down the Truck Driver series in the event of a layoff in accordance with work unit seniority as defined in Article 14 of the CBA.

ADDENDUM C

3. Employees in the Truck Driver III classification who are identified for layoff shall have the right to "bump" into the classification of Truck Driver II if they have more work unit seniority. The affected Truck Driver III shall have the ability to "bump" the Truck Driver II with least amount of work unit seniority, assuming the Truck Driver III has more work unit seniority. This shall also apply to the Truck Driver II classification being able to "bump" into the Truck Driver I classification.

For International Brotherhood of Teamsters
Local 174:

Larry Boyd
Business Agent

10/30/2012
Date

For King County:

Rob Sprague
Labor Negotiator
Office of Labor Relations

11/05/12
Date

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 Winter 2014/2015 or Winter 2015/2016, the King County Department of Transportation 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. Sign and Marking Specialists who are members of the Teamsters Local Union No. 174 bargaining unit, are trained, are in possession of the required Washington Commercial Driver License (CDL), and are not otherwise assigned to other work activities in their current classification.

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

e. Truck Drivers working out of the Teamsters Local Union No. 174 Hiring Hall.

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

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

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

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

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

5. Teamsters Local Union No. 174 and the RSD have agreed to develop a procedure whereby the County can hire Local 174 members from the Union Hall.

a. Any members hired from the Union Hall will have been vetted through both the Union's and the County's normal hiring processes, which include having completed a County employment application, having passed a drug test and having provided confirmation of possession of a CDL.

b. A list of vetted members can then be utilized by the RSD when additional drivers are needed for a snow and ice event occurring during either Winter 2014/2015 or Winter 2015/2016, as described in the "background" section above.

c. Members utilized from the Union Hall will be governed by the existing Teamsters Local Union No. 174 collective bargaining agreement (CBA) with King County, except for the purposes of determining wages and benefits. Wages and benefits will be determined by the attached Teamsters wage/fringe summary (Attachment 1) as contained in the current Teamsters Local Union No. 174 CBA with the Associated General Contractors of Washington.

d. Members will be paid at the Class I rate as specified in the attached wage/fringe summary.

e. The County shall agree to and sign any and all subscription documents required by the Washington Teamsters Welfare Trust and the Western Conference Teamsters Pension Trust in order to implement all of the conditions as described above in this MOA.

6. Any disagreements with the implementation of this MOA will be settled in accordance with Article 13 of the current CBA.

7. This agreement will expire May 30, 2016.

For Teamsters Local Union No. 174:

Rick Hicks

Rick Hicks
Secretary-Treasurer

12/3/14
Date

For King County:

James J. Johnson
Labor Negotiator
Office of Labor Relations
King County Executive Office

12/15/14
Date

ATTACHMENT E

ATTACHMENT 1

TEAMSTERS
WAGE/FRINGE SUMMARY
2012-2015 AGREEMENT

	WAGES (Includes $.10 for NW Fair Contracting Fund)						FRINGE PACKAGE (See below for breakdown)				
EFFECTIVE	01/01/12	06/28/12	01/01/13	01/01/14	01/01/15		01/01/12	06/28/12	01/01/13	01/01/14	01/01/15
Class I	$ 30.89	$ 31.68	$ 31.68	$32.18		Plus	$ 16.08	$ 16.23	$ 16.23	$16.69	
Class II	$ 30.05	$ 30.84	$ 30.84	$31.34		Plus	$ 16.08	$ 16.23	$ 16.23	$16.69	
Class III	$ 27.24	$ 28.03	$ 28.03	$28.53		Plus	$ 16.08	$ 16.23	$ 16.23	$16.69	
Class IV	$ 22.27	$ 23.06	$ 23.06	$23.56		Plus	$ 16.08	$ 16.23	$ 16.23	$16.69	
Mechanic	$ 30.44	$ 31.23	$ 31.23	$31.73		Plus	$ 16.08	$ 16.23	$ 16.23	$16.69	
Mech. Helper	$ 29.75	$ 30.54	$ 30.54	$31.04		Plus	$ 16.08	$ 16.23	$ 16.23	$16.69	

NOTE: Only the Zone "A" wage rates are shown above. Refer to the Master Agreement for Zone "B" and "C" rate adjustments and definitions of the above classes

	FRINGE BREAKDOWN				
EFFECTIVE	01/01/12	06/28/12	01/01/13	01/01/14	01/01/15
Health & Security (See Schedule A, Section 9.3. & 9.5.- Fringe Benefit Option	$ 8.78	$ 8.78	$ 8.78	$9.04	
Pension (Total)	$ 7.05	$ 7.15	$ 7.15	$7.30	
Base	$ 6.62	$ 6.71	$ 6.71	$6.85	
PEER/84	$ .43	$ .44	$ .44	$ .45	
Apprenticeship	$ .25	$ .30	$ .30	$ .35	
DEDUCTIONS (Deduct from Net Wages)					
NW Fair Contracting Committee	$ .10	$ .10	$ .10	$ .10	
Union Dues Deduction – Not to exceed $0.25/hour.					

* Two percent (2%), based on Class I total package rates, will added to the total package on January 1, 2014 (equals 96¢ ph) and on January 1, 2015 (equals 98¢ ph) and upon the parties agreeing on the allotment to fringes as outlined in the agreement this table will be updated accordingly.

Memorandum of Agreement
By and Between
King County
and
Teamsters Local Union #174

Subject: Scheduled Discussions with Teamsters Local Union No. #174 regarding 4-10 Usage

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

Background

During conversations the Road Services Division (RSD), Department of Transportation, has expressed concern over continuing to allow staff to work 4-10s while RSD is contending with a failing infrastructure, a diminished capital program, a reduced workforce, and issues of staff availability for multiple days versus longer days. The Union has expressed a preference that the County continue to offer its members the option of 4-10 schedules, contending that the schedules enhance employee morale and contribute to potential work efficiencies.

Whereas King County reserves its right to establish a 4-10 schedule, it also recognizes the Union's preference that King County continue to offer 4-10s as frequently as possible. With an unknown budget, known elimination of capital projects for the six (6) year Capital Improvement Program (CIP) and a predictable increased failure rate of the infrastructure, the parties agree that continued dialogue should take place.

Agreement

In an effort to continue conversation the parties agree to the following:

1. Parties will schedule a series of meetings for further discussion of this issue, with the following stipulations:

a. A meeting will be scheduled in October 2014 to discuss the King County Executive's budget proposal and related summer issues;

b. A meeting will be scheduled to occur after the King County Council has approved the 2015/2016 budget (which traditionally occurs by the end of November);

c. A debriefing meeting will be scheduled to occur after snow and ice season; and

d. A March Labor Management Committee meeting will be scheduled in compliance with the collective bargaining agreement.

2. King County does not waive its right under Article 10.5.1, however, it will make every effort to provide 4-10s should there be a responsible business need.

a. Should King County determine that it cannot offer 4-10s for years 2015 or 2016, it will discuss the business reasons with the Union.

b. Two meetings to discuss the business reasons with the Union will be scheduled and held as soon as practicable once King County has knowledge that it will not establish 4-10s for the upcoming summer.

c. If the County decides not to establish a 4-10 schedule after meeting with the Union as stated, then the decision will not be grievable.

3. The Road Services Division agrees to establish a 4-10 schedule beginning Memorial Day week (which began Monday, May 26) and ending Labor Day week (which begins Monday, September 1) for 2014.

4. This agreement will expire December 31, 2016.

For Teamsters Local Union No. 174:

Rick Hicks
Secretary-Treasurer

12/3/14
Date

For King County:

James J. Johnson
Labor Negotiator
Office of Labor Relations
King County Executive Office

12/15/14
Date