

Master Labor Agreement (MLA) - Appendix 51
Agreement Between King County
And
Teamsters Local 174
Departments: Natural Resources & Parks, Transportation
[160]

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

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

ARTICLE 1: PURPOSE

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

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

1.2.1. 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

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

7 **2.3.** In accordance with existing law, an employee who holds bona fide religious tenets or
8 beliefs that prohibit the payment of dues and/or fees to union organizations, shall be required, in lieu
9 of periodic dues and fees, to pay sums equal to such dues and fees to a charitable organization
10 mutually agreed on between the employee and the union. Such employee shall also, at the Union's
11 request, be required to furnish proof to the Union on a monthly basis that said sums have been paid to
12 such charitable organization in conformance with the above.

13 **2.4.** All fees and dues paid either to the Union or to charity shall be for non-political
14 purposes.

15 **2.5.** Failure by an employee to abide by the above provisions shall constitute cause for
16 discharge; provided, that when an employee fails to fulfill the above obligation, the Union shall
17 provide the employee and the County with thirty (30) days notification of the Union's intent to
18 initiate discharge action and during this period the employee may make restitution in the amount
19 which is overdue. In the event that restitution is timely made and absent other impediments to good
20 standing, the employee shall be relieved of the discharge notice.

21 **2.6.** Upon receipt of written authorization individually signed by an employee, the County
22 shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-
23 Treasurer of the Union and shall transmit the same to the Union.

24 **2.7.** The Union will indemnify, defend, and hold the County harmless against any claims
25 made and against any suit instituted against the County on account of any check-off of dues for the
26 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the
27 check-off provision upon presentation of proper evidence thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

6 **ARTICLE 4: HOLIDAYS, ELIGIBILITY**

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

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

10 4.2. Employees eligible for holiday pay as defined in 4.1 shall receive two (2) additional
11 personal holidays to be administered through the vacation plan. These days can be used in the same
12 manner as any vacation day earned and can be used by those on a 4/10 shift to supplement their
13 holiday pay throughout the calendar year.

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

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

23 4.4. All employees may be required to work holidays. Except for those employees who are
24 working a 7/10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2) times
25 the employee's regular rate of pay for all hours worked in addition to the regular holiday pay.

26 4.4.1. **Solid Waste and Parks.** Except for those employees who are working a 7/10 work
27 schedule, employees scheduled to work on a holiday as listed in 4.1 may request in writing to take the
28 holiday off if such request is submitted no later than three (3) working days prior to the holiday.

1 When the division receives such a request it will solicit volunteers to work the shift in question. At
2 management's discretion, if no volunteer signs up to work such shift, the request may be denied. If
3 there is more than one request from employees in the same classification, the division will deny such
4 requests in inverse order of seniority within that classification.

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

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

14 **4.6. Full-time and Regular Part-time 7/10 Employees.** Employees on a 7/10 work
15 schedule shall be entitled to ten (10) hours of holiday pay for the following three (3) holidays which
16 occur on their on-shift. Thanksgiving Day (fourth Thursday in November), Christmas Day
17 (December 25) and New Year's Day (January 1). For these holidays that fall on an employee's off-
18 shift, employees shall receive ten (10) hours pay for each holiday through a payout at the base rate
19 exclusive of overtime and shift premium.

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 | <i>Approximate Hourly Accrual Rate</i> | <i>Approximate Equivalent Annual Leave in Days</i> |
|---|---|---|
| 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 |

1 **5.2.** Under no circumstances shall implementation of the above schedule result in a reduction
2 of the vacation accrual rate for regular employees who are assigned to a 7/10 schedule as of August 1,
3 1996. Such employees will receive vacation leave benefits for each hour in pay status exclusive of
4 overtime as described in the following table:

5

| | |
|---------------------------|---------------------|
| 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) |

11

12 **5.3.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

13 **5.4.** Employees shall not be eligible to take or be paid for vacation leave until they have
14 successfully completed their first six (6) months of County service in a vacation leave eligible
15 position except for a Washington Family Care Act qualifying event. If an employee in a vacation
16 leave eligible position leaves County employment prior to successfully completing their first six (6)
17 months of County service, the employee shall forfeit and not be paid for any accrued vacation leave.
18 Regular employees and term-limited temporary employees shall be paid for accrued vacation leave to
19 their date of separation up to the maximum accrual amount if they have successfully completed their
20 first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the
21 employee's regular base rate of pay in effect upon the date of leaving County employment less
22 mandatory withholdings.

23 **5.5. Vacation Schedule.**

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

28 **Solid Waste:** The major vacation schedule in the Solid Waste Division shall be determined

1 by seniority bid, with the most senior employee having first bid. The Solid Waste Division shall
2 permit four (4) Transfer Station Operators, six (6) Truck Driver IIIs, three (3) Scale Operators and
3 one (1) Tipper Worker I off on vacation leave at any one time, provided it can be done without
4 detriment to King County services.

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

11 **B.** Regular part-time employees who are eligible for vacation leave may use vacation
12 to fill out their work schedule. Unless previously approved for vacation leave, an employee may not
13 take vacation leave on a day called for work during the employee's regular schedule except as
14 provided under Article 5.5.A.

15 **5.6.** Employees who are eligible to accrue vacation leave may accrue up to sixty (60) days
16 (480 hours) vacation per year, consistent with Article 5.1 and 5.2 of this contract, except for new
17 hires January 1, 2018 or later, pursuant to the Master Labor Agreement. Employees must use
18 vacation leave in excess of the maximum accrual amount on or before the last day of the pay period
19 that includes December 31st of each year. Failure to use vacation leave beyond the maximum accrual
20 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the division
21 director/designee has approved a carryover of such vacation leave because of cyclical workloads,
22 work assignments or other reasons as may be in the best interests of the County.

23 **5.7.** Employees shall not use or be paid for vacation leave until it has accrued and such use or
24 payment is consistent with the provisions of this Article.

25 **5.8.** No employee shall work for compensation for the County in any capacity during the time
26 that the employee is on vacation leave.

27 **5.9.** Employees may use vacation in quarter hour (1/4) increments, at the discretion of the
28 division director/designee.

1 **5.10.** In cases of separation from County employment by death an employee with accrued
2 vacation leave who has successfully completed his or her first six (6) months of County service will
3 have unused vacation leave up to the maximum accrual amount paid to the employee's estate, or, in
4 applicable cases, as provided for by state law, RCW Title 11.

5 **5.11.** If a regular employee resigns from County employment and subsequently returns to
6 County employment within two (2) years from such resignation the employee's prior County service
7 shall be counted in determining the vacation leave accrual rate under Article 5.1.

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

11 **5.12.** If an employee is injured or becomes sick while on vacation leave s/he can use accrued
12 sick leave for that time provided s/he notifies the division director/designee on the first day of the
13 injury or illness. If it is physically impossible to give such notice on the first day, notice must be
14 given as soon as possible and must be accompanied by an acceptable showing of the reasons for the
15 delay. Verification of the injury or illness from a licensed practitioner may be required for approval
16 of the sick leave request and the injury or illness must be of such severity that it would have
17 prevented the employee from working had the employee not been on vacation leave.

18 **5.13. Vacation Accruals.** Vacation accruals shall be posted on the employees pay stub each
19 pay period.

20 **ARTICLE 6: SICK LEAVE**

21 **6.1.** Regular, probationary and term-limited temporary employees shall accrue sick leave
22 benefits at the rate of 0.04616 hours for each hour paid at the straight time rate of pay, up to a
23 maximum of 96 hours per year. The employee is not entitled to sick leave if not previously earned.

24 Regular employees working a 7/10 schedule who were assigned to a 7/10 schedule on or
25 before August 1, 1996 (including Scale Operators) shall accrue sick leave benefits at the rate of
26 .052750 hours for each hour paid at the straight time rate of pay up to a maximum of 96 hours per
27 year.

28 **6.2.** During the first six (6) months of service, employees eligible to accrue vacation leave

1 may, at the division director/designee's discretion, use any accrued days of vacation leave as an
2 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used
3 for sick leave must be reimbursed to the County upon termination.

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

6 **6.4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
7 employee.

8 **6.5.** The division director/designee is responsible for the proper administration of the sick
9 leave benefit. For absences of three (3) days or longer, verification of illness from a licensed
10 medical practitioner may be required. The Employer reserves the right to also request verification of
11 illness when they reasonably believe that sick leave is being abused.

12 **6.6.** Separation from or termination of County employment shall cancel all sick leave accrued
13 to the employee as of the date of separation or termination. Should a regular employee resign or be
14 laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

15 **6.7.** Employees eligible to accrue sick leave and who have successfully completed at least
16 five (5) years of County service and who retire as a result of length of service or who terminate by
17 reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an
18 amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by the
19 employee's rate of pay in effect upon the date of leaving County employment less mandatory
20 withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary Association
21 (VEBA), this cash out will be subject to those provisions.

22 **6.8. Leave Without Pay for Health Reasons.** An employee must use all of his/her sick
23 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
24 the County's workers compensation program, then the employee has the option to augment or not
25 augment time loss payments with the use of accrued sick leave.

26 **6.9. Leave Without Pay for Family Reasons.** For a leave for family reasons, the employee
27 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
28 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 for Bereavement. 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.

6.12. 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 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. An 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;

1 F. To care for other family members, pursuant to Master Labor Agreement, Article 11

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

5 **6.13. Work Rules During Use of KCFML/FMLA.**

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

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

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

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

18 **ARTICLE 7: PAID LEAVES**

19 **7.1. Donated Leaves.** Pursuant to Master Labor Agreement, Article 6.

20 **7.2. Leave - Organ Donors.** The manager/designee will allow an employee eligible for paid
21 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
22 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
23 paid leave provided;

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

28 B. **Provider Certification.** The employee provides written proof from an accredited

1 medical institution, organization or individual as to the need for the employee to donate bone
2 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the
3 participation of the donor is unique or critical to a successful outcome.

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

6 **7.3. Bereavement Leave.** Pursuant to Master Labor Agreement, Article 8.

7 **7.4. Leave for Volunteer Service.** Pursuant to Master Labor Agreement, Article 4.

8 **7.5. Jury Duty.** Pursuant to Master Labor Agreement, Article 5.

9 **7.6. Leave Examinations.** An employee eligible for paid leave will be entitled to necessary time
10 off with pay for the purpose of participating in County qualifying or promotional examinations. This will
11 include time required to complete any required interviews.

12 **7.7. Military Leave.** Pursuant to Master Labor Agreement, Article 2.

13 **ARTICLE 8: INSURED BENEFITS, HRA, AND VEBA**

14 Pursuant to MLA, Article 25 and the following:

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

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

22 **ARTICLE 9: CLASSIFICATIONS AND COMPENSATION**

23 **9.1.** The classifications of work, and rates of pay, and step progression for each classification
24 covered by this Agreement shall be as listed under Addendum A. Local 174 may grieve jurisdiction
25 issues related to work performed by the classifications listed under Addendum A, except as limited
26 under Article 13.1.

27 **9.2.** Effective January 1, 2018, classifications covered by this Agreement shall be paid at the
28 rates set forth in Addendum A, pursuant to the Total Compensation Coalition and Master Labor

1 Agreements.

2 **9.3. 2019 and 2020 General Wage Increases.** The parties agree that these amounts are yet
3 to be bargained through the Total Compensation Coalition bargaining.

4 **9.3.1.** Effective approximately two pay periods following full adoption of this agreement by
5 the County, existing Parks Truck Driver II's will all be reclassified to TDIII's. New hires may still
6 be brought in as TDII's, when appropriate.

7 **9.4.** Employees who have been laid off in their classification and continue to be employed by
8 King County shall use their total County seniority for placement in the wage progression when
9 recalled to the classification from which they were laid off in accordance with Article 14. It shall be
10 the employee's responsibility to notify the County in writing upon return to their classification if they
11 have not been placed appropriately on the wage progression. Such notification shall take place
12 within forty five (45) days of receipt of their first pay check or the back wages shall be forfeited.

13 **9.5.** For employees hired into classifications with step progression, the initial step placement
14 will be determined by the County.

15 **9.6. Promotional Pay.** A regular employee who is promoted from one classification covered
16 by this Agreement to another classification covered by this Agreement, shall be placed into the
17 lowest pay Step of the higher classification which still provides for a wage rate that is higher than that
18 currently being received by the promoted employee, not to exceed the top step of the new
19 classification.

20 **9.7. Demotional Pay.** A regular employee who is demoted from one classification covered
21 by this Agreement to another classification covered by this Agreement, shall be placed into the
22 highest pay Step of the lower classification which still provides for a wage rate that is lower than that
23 currently being received by the demoted employee.

24 **9.8. Temporary Positions.** Temporary employees will be paid at the first step of the pay
25 range specified in Addendum A. Temporary employees are not eligible for paid leaves or insured
26 benefits. In the event that the temporary employee exceeds the annual working hour threshold
27 defined in Chapter 3.12 of the K.C.C, he/she may also be entitled to receive additional compensation
28 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.

9.9. Premium Pay.

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

B. All Sign and Marking Specialists with commercial driver's 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 compensated that day. Any employee who bids on the fuel truck position shall receive this premium at all times when performing work for the County. Employees filling daily or hourly for fuel truck work shall only receive the premium for actual hours worked doing that assignment.

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 compensated. 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 compensated 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 compensated during those years. This premium rate of fifty (\$.50) cents per hour shall apply only for actual hours worked for employees filling into these bid positions.

9.10. Lead Compensation. 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.

1 **9.11. Scale Operator/TSO Leads Cell Phone/Pager.** All designated Scale Operator Leads
2 required in writing to carry pagers or cell phones during their normally scheduled time off shall be
3 compensated at the hourly rate of \$2.00 (two dollars) for all time spent while so assigned and not
4 receiving other compensation. Assigned work from home will be paid at a minimum of fifteen (15)
5 minutes, in fifteen (15) minute increments.

6 **9.12. Overtime.**

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

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

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

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

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

1 volunteers for the work.

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

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

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

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

14 **9.13. Call Out.**

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

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

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

24 **9.14. Signs and Marking Stand-by.** Employees assigned to be on stand-by shall receive
25 \$2.00 per hour for each hour required to be on stand-by. Employees shall be required to be available
26 for any call when on stand-by. When called out on stand-by, the employee shall receive call out pay
27 as identified in Article 9.13 (except that the minimum shall be four (4) hours).

28 **9.15. Shift Premium Pay.**

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

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

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

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

8 E. Employees who work a 7/10 work schedule will receive a shift differential of
9 14.3%.

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

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

13 **9.16. Reimbursement for Personal Transportation.** Pursuant to Master Labor Agreement,
14 Article 24.

15 **9.17. Transportation Benefits.** Pursuant to Master Labor Agreement, Article 38, and the
16 following:

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

21 **9.18. Emergency Work.** Emergency work, at other than the normal scheduled working
22 hours or special scheduled working hours not enumerated in this Article, will be compensated as
23 overtime. In the event this overtime work is accomplished prior to the normal working hours and the
24 employee subsequently works his/her regular shift, his/her regular shift shall be compensated at
25 regular time. Any employee who takes an assignment in Roads to help with a weather related issue
26 shall be compensated at the overtime rate as outlined in this Article.

27 **9.19. Scheduled Overtime – Solid Waste, Roads and Parks Divisions.** Scheduled
28 overtime work, which may be required and is generally scheduled on weekends and holidays, or the

employees off-shift, shall first be offered to employees on a rotating seniority basis within the work classification as outlined in Article 14.9. With the exception of laid off bargaining unit members working as TLT's, no TLT's or STT's may utilize the overtime wheel until the wheel has been exhausted for the day.

9.19.1. 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.

9.20. 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.

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

9.20.2. 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 unless off-shift lead assignments and other off-shift assignments are offered on the same day.

c. Transfer Station Operators.

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

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

1 perform the lead duties.

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

5 9.21. **Ferry Tickets.** Ferry tickets shall be provided for assignments on Vashon Island.

6 9.22. **Hazardous Materials Endorsement.** The County agrees to reimburse for costs of the
7 fingerprinting and background check, the test, and the endorsement fee for a Commercial Drivers
8 License hazardous materials endorsement and the time spent for fingerprinting and testing if the
9 employee is required in writing by the Division to obtain such endorsement.

10 9.23. **Compensatory Time.** The accrual and use of compensatory time shall be administered
11 consistent with King County Personnel Rules.

12 9.24. **Training Pay.** When an employee is assigned by management or their designee in
13 writing or verbally to provide training, that employee will be paid ten percent (10%) above his/her
14 regular hourly rate for the hours spent training. Prior to implementing a selection process for new
15 trainers, the Division and the Union will jointly develop trainer selection and removal criteria.
16 Current trainers will continue as such until a selection process has been agreed upon.

17 9.25. **Tipper Workers.** If a regularly assigned tipper worker is absent for a full day then the
18 assignment shall first be offered to tipper employees in overtime status then to TDIIIs who have
19 completed the tipper worker training offered by the County. The tipper assignment for TDIIIs shall
20 be treated similar to an assignment off the special hauls list.

21 9.26. The Employer may change an employee's work shift and/or work schedule for the
22 purpose of a transitional (Light Duty) Assignment. Employees will receive premium pay in
23 accordance to the shift they are assigned to while on Transitional Duty.

24 9.27. The Solid Waste Scale Operators, Signs and Marking, Roads and Parks employees will
25 be treated the same as the TDIII's and TSO's in the Solid Waste Division as it pertains to the remedy
26 for missed overtime opportunities. Any operational concerns regarding the application of the
27 overtime wheel will be discussed in Labor Management Committee.

1 **ARTICLE 10: WORK SCHEDULES AND SHIFT HOURS**

2 **10.1. Hours of Work.** The standard work schedule shall consist of five (5) consecutive
3 standard workdays not to exceed eight (8) hours each day (5-8), exclusive of meal periods and not to
4 exceed forty (40) hours per week, Monday through Friday inclusive. The working hours of each day
5 shall normally be between 6:00 a.m. and 6:00 p.m.

6 **10.2. Transfer Station Operators, Scale Operators and Tipper Worker I's Work**
7 **Schedules.**

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

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

17 **10.3. Solid Waste Truck Driver Work Schedules**

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

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

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

28 D. **Vector Truck Driver III and Fuel Truck Driver III.** The work schedule for the

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

4 **10.4. Second and Third Shifts.**

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

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

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

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

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

22 1. The County may establish a second shift consisting of five (5) consecutive
23 days of eight (8) hours each day (5-8), scheduled Monday through Friday. When the majority of the
24 hours worked by an employee assigned to the second shift are worked after 4:00 p.m. but before
25 12:00 a.m. (midnight), the entire shift worked will be paid a ten percent (10%) shift premium.

26 2. The County may establish a third shift consisting of five (5) consecutive
27 days of eight (8) hours each day (5-8), scheduled Monday through Friday. When the majority of the
28 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 of notice from the County, or based on mutual agreement between the County and the Union. The County and the Union share an interest in predictable and reliable work schedules known well in advance by the employees, and support the appropriate use of a 4-10 schedule.

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,

1 military duty, on or off the job injury or illness, or leaves of absence shall be filled by seniority
2 among the on-shift regular part-time employees. Once an RPT is awarded the assignment they will
3 remain in that position until the bid employee returns from leave. In the event of a daily reduction in
4 work, RPT's will be released in inverse seniority order, except that an RPT in a shift hold down will
5 not be released until all other RPT's have been released regardless of seniority. In the event that
6 more than one RPT are in a shift hold down, they will be released in inverse seniority order.

7 **10.7. Transfer Station Operators and Scale Operators.**

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

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

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

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

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

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

26 **10.8. Roads Work-Site Selection Process.**

27 A. Prior to filling a vacant bargaining unit position, regular employees of the
28 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. Parks Truck Driver.

A. Parks Truck Driver shifts shall be offered for bid to those employees who have

1 completed initial training and shall be filled on a seniority basis with assignment offered to the most
2 senior Parks Truck Driver qualified to do the work.

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

8 C. At the close of the sign-up period, the supervisor shall complete the bidding
9 process by seniority.

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

11 **10.10. Regular Part Time Solid Waste Division.**

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

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

28 C. Regular part-time employees shall not normally work more than seventy (70)

1 hours during any consecutive two (2) week period. Off shift regular part-time employees having
2 sixty (60) hours (sixty-six (66) hours for Scale Operators) or less time during the regular scheduled
3 seven (7) days on, will be offered the first opportunity to fill out their seventy (70) hours during a
4 consecutive two (2) weeks period on a rotating basis with the most senior being called first. If make-
5 up work is offered, but declined by the employee, this shall be treated as hours worked for scheduling
6 purposes. For Scale operators, work that exceeds forty (40) hours in any FLSA workweek shall not
7 be allowed except as described in Section 9.12.B. or unless there are no volunteers to cover the work.
8 Any work beyond the seventy (70) hours specified herein shall be offered to regular employees as
9 specified in Article 9.20.

10 **10.10.1. Regular Part-time Scale Operators –Rural Site Positions.**

11 A regular part-time scale operator shall be assigned to either the A shift or the B shift for each
12 of the following locations: Cedar Falls, Vashon, and Enumclaw (“rural site(s)”). The regular part-
13 time “positions” shall be an annual bid (posted the second week of January); however, if any of the
14 bids are not filled on a voluntary basis the least senior RPT(s) on the respective shift(s) will be
15 assigned to the site(s).

16 1. The regular part-time scale operator assigned to each of the rural sites listed
17 above shall be assigned to those hours/days at the site for which the County determines that scale
18 operator staffing is necessary. Such assignment will apply regardless of other available regular part-
19 time work on the days the regular part-time scale operator is assigned to work at a rural site.

20 2. On the days that the rural site is closed, the assigned regular part-time scale
21 operator will be available and assigned in the same manner as other regular scale operators in
22 accordance with Article 10.10.B.

23 3. Make-up hours for regular part-time scale operators assigned to rural sites
24 shall be in accordance with Article 10.10.C.

25 4. Regular part-time scale operators assigned to rural sites expend leave
26 benefits based upon the hours of work at the rural site on the given day of the shift.

27 5. Regardless of seniority, regular part-time scale operators shall remain in
28 their rural positions until the annual bid, unless awarded a full time position. In the event a rural site

1 becomes vacant an interim bid shall be posted unless the vacancy occurs after September 30.

2 **10.11. Special Schedules - Roads, Fleet and Parks.**

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

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

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

20 **10.12.** The County will not institute any additional work schedules or shifts outside of the
21 work schedules and shifts defined under this Article without first negotiating and securing mutual
22 agreement to the matter with Local 174.

23 **10.13.** The County, in order to comply with the law, may change an employee's workweek.
24 The employee who is granted a day off on the normal workweek of the shift shall not be granted an
25 off-shift workday as part of the accommodation unless no regular part-time employees are available
26 to fill available work. The employee may use approved vacation or unpaid leave for the day off
27 granted for this purpose, or may exercise seniority rights by bidding to a work shift that provides for
28 an improved accommodation. Such transfers shall be subject to the Union seniority provisions or

1 must be negotiated by the Union and the County.

2 **10.14.** Except as specifically provided under the written provisions of this Agreement,
3 nothing within this Agreement shall limit the County's rights to assign work, work locations and
4 vehicles.

5 **10.15.** If an employee is scheduled to work but no work exists, the County must notify the
6 employee at least two (2) hours prior to the beginning of the employee's shift or a four (4) hour
7 minimum pay will be paid.

8 **10.16.** No employee shall be required to work a shift that begins less than nine (9) hours after
9 the end of a previously worked shift. For regular part-time employees who decline to work such a
10 shift, the hours would not be treated as hours offered. No employee shall be required to work a shift
11 that begins less than ten (10) hours after the end of a previously worked shift when working on
12 Vashon.

13 **10.17.** The County will staff at least one (1) Scale Operator at transfer stations when scales
14 are open for business; except at Enumclaw and Vashon when closed to the public.

15 **10.18.** New employees in a training period will be scheduled as needed to complete a training
16 program but will not be scheduled for overtime or to replace an employee in a regularly scheduled
17 shift.

18 **10.19.** The following stations (Vashon, Cedar falls, and Enumclaw) shall be bid by Scale
19 Operators on an annual basis (second week of January). It is understood any employee bidding on
20 these stations shall be considered a regular part time employee. On the days these stations may be
21 closed, the regular part time employees who bid and were awarded these spots shall be in the regular
22 scheduling rotation based on seniority. If Vashon, Cedar Falls, or Enumclaw is not filled on a
23 voluntary basis, the lowest seniority Scale Operator RPT on each shift will be assigned that station.

24 **ARTICLE 11: MISCELLANEOUS**

25 **11.1.** Union Leave- Pursuant to Master Labor Agreement, Article 22.

26 **11.2. Truck Selection - Solid Waste Division.**

27 A. Effective December 16 and through the last day of December each year and
28 following a full shift bid, or when new trucks are purchased (excluding specialty trucks), the division

1 will conduct a bid for all trucks beginning with the most senior driver.

2 **B.** The maximum number of trucks associated with the 7/10 shift shall be one-half
3 (1/2) of the combined A-shift and B-shift, fulltime and RPT total.

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

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

9 **11.3. Truck Selection – Roads Division.** Replacement equipment shall be assigned to the
10 same employee whose equipment is being replaced. Prior to filling a vacancy with a transfer or new
11 regular employee, the employees in that work group (as defined in Article 9.19.1) may select an open
12 truck on the basis of seniority.

13 **11.4.** Transfer Station Operators operate the following equipment in the exercise of their job
14 responsibilities:

15 Compaction Equipment

16 Packer

17 Backhoe

18 Tractor (Goat) to pull trailers

19 and such other equipment as may be required.

20 **11.5. Safety Meetings.** Safety meetings for employees covered under this Agreement shall
21 be conducted according to OSHA and WISHA rules and guidelines. Attendance at meetings will be
22 paid for at a minimum of two (2) hours at the overtime rate for all employees not scheduled for work
23 and who are required to attend the meeting, except for Scale Operators who shall receive a minimum
24 of four (4) hours at the appropriate rate (overtime or straight time) for meetings that occur outside of
25 their regular work hours.

26 **11.6.** No employee will be required or assigned to engage in any work activity involving
27 unsafe conditions of work which are in violation of an applicable statute relating to safety of persons
28 or equipment.

1 11.7. Rain gear and boots shall be provided at division expense for any employee whose
2 duties are primarily done outside during inclement weather.

3 11.8. In relation to overloaded or defective equipment, littering, or any condition that cannot
4 be attributed to the driver, the County shall accept full responsibility of payment of all fines and
5 citations issued to a driver and shall forthwith provide bail, pay all fines and assessments, and
6 compensate employees, at the straight-time rate, for all work missed and shall also pay all necessary
7 lodging, meals, transportation, and attorney defense fees in connection therewith, provided the
8 employee was performing pursuant to County instructions. If as a result of following the County's
9 instructions, in relation to overloaded equipment, employees suffer suspension or revocation of
10 license, the County must also offer to provide continued employment for the period involved at not
11 less than regular earnings.

12 **11.9. Labor Management.** The Union and the County agree to establish and participate in a
13 joint labor-management committee process to deal jointly with areas of mutual interest. The parties
14 may also agree to establish other kinds of joint committees. The parties are responsible for selecting
15 their participants to the joint committee(s). Under no circumstances shall collective bargaining occur
16 in any committee meeting. Any issues leading to collective bargaining will be conducted in an
17 appropriate manner.

18 **11.9.1.** Labor Management Committees will be established within each division and
19 will include two (2) Transfer Station Operators, two (2) Truck Drivers, one (1) Tipper worker and
20 two (2) Scale Operators within the Solid Waste Division. The LMC within Roads Division will
21 include three (3) Truck Drivers from Roads and one (1) Signs and Markings Technician. The Parks
22 Division LMC will include one (1) Truck Driver from the Parks Department. A reasonable amount
23 of time prior to any scheduled Labor Management Meeting, the parties shall compile an agenda of
24 issues to be discussed. Based on the agenda the parties shall mutually agree as to which work units
25 need to be represented. Meetings will be scheduled as needed, but at least annually, with each party
26 having responsibility for logistics of every other meeting. Members who attend the Labor
27 Management Meeting shall be compensated.

28 **11.9.2.** Topic areas for a Labor Management Committee may include, but are not

1 limited to: Transfer Station Operator shift bid process, employee cost savings suggestions, including
2 those related to work which is currently contracted out by a division; transfer facility days and hours
3 of operation; and Solid Waste Truck Driver III start times and station assignments.

4 **11.9.3.** The County will provide ninety (90) days notice, if possible, but no less than
5 thirty (30) days notice when it intends to change the hours and/or days of its operations.

6 **11.9.4.** The County will process information requests made by the Union as required
7 by law.

8 **11.9.5. County and Union Partnership.** When invited by the County, the Union's
9 Secretary-Treasurer/designee will meet with the County to address any operational matter.

10 **11.10. Drug and Alcohol Testing Policy.**

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

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

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

19 **11.11.** The Union may have one (1) member from each of the eight (8) work units listed
20 under Article 14.10, except Fleet, to attend contract negotiations with the County. The employee will
21 suffer no loss of regular, straight-time pay when contract negotiations are held at the same time as the
22 employee's regular scheduled hours of work.

23 **11.12. Contracting Out.** Pursuant to Master Labor Agreement, Article 16.

24 **11.13.** As a condition of employment, positions requiring a driver's license must have valid
25 Washington State driver's license and necessary endorsements for the position. The County has the
26 right to check licenses when it deems necessary.

27 **11.14. Loan in-Loan out - Roads Division.**

28 A. Employees loaned-out from one work group to another will be based on seniority

1 except when there is a legitimate business reason for doing otherwise. Legitimate business reasons
2 include, but are not limited to, the need to match particular skills or experience with the work or lack
3 of work for the employee(s) in their regularly assigned work group.

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

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

8 1. Temporary employees

9 2. Term-limited temporary employees

10 3. Regular employees, in reverse seniority order

11 **D.** Employees loaned out to another work group are eligible for scheduled weekend
12 overtime in that work group as long as their regularly scheduled work hours in that work group total
13 20 hours or more during that week. An employee, who is not scheduled for weekend overtime work
14 in the loan-out workgroup, remains eligible for scheduled weekend overtime in his/her regularly
15 assigned workgroup. If there is scheduled overtime in both the loan-out group and regularly assigned
16 workgroup, the loan-out group takes precedent.

17 **E.** Employees loaned-out to another work group are eligible for call-outs in that work
18 group. While loaned out to another work group, the employee is no longer considered a member of
19 the work group to which they are regularly assigned for the purposes of call outs, except during an
20 “alert” schedule (Article 10.11), when the employee will be recalled to his/her regularly assigned
21 work group.

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

27 **G.** When an employee is temporarily reassigned for one (1) day or less, s/he reports to
28 and leaves from his/her regularly assigned work group. Nothing herein limits the County’s ability to

1 assign vehicles or employees to other work groups for a day or less or to a different crew or pit-site
2 within a workweek. Assignments of one (1) day or less will be based on legitimate business needs.

3 **11.15.** Temporary employees shall not be used to supplant regular positions.

4 **11.16. Use of County Bulletin Boards & Electronic Devices.** Pursuant to Master Labor
5 Agreement, Article 23.

6 **11.17. Safety Gear.**

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

14 **11.18. Cameras, AVL and Card Readers.**

15 **A.** The County agrees not to solely rely on camera footage, AVL data, or card reader
16 data as the basis for discipline for a first offense, except in cases where the violation is covered under
17 12.4 (excluding harassment and/or discrimination, and insubordination referencing #2 and #7 in
18 Article 12.4)

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

22 **C.** The County will not request copies of camera footage, AVL data, or card reader
23 data from IT for the purpose of disciplinary action unless it has a documented good-faith reason to do
24 so, based upon a reasonable suspicion an employee has committed an offense that could result in
25 discipline. The County agrees not to request or view camera footage, AVL data, or card reader data
26 without any other evidence, involving an employee who may have committed a violation of some
27 rule or policy which could result in disciplinary action (no fishing expeditions). The County is
28 prohibited from requesting camera footage based on a complaint by a co-worker unless the incident

1 rises to the level of an offense covered by Article 12.4. The Employee and Labor Relations
2 Representative for the Division must approve any such request.

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

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

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

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

17 **ARTICLE 12: DISCIPLINE AND DISCHARGE**

18 **12.1.** No regular employee shall be disciplined except for just cause. Employees will not be
19 disciplined for off-duty conduct unless such conduct is job related.

20 **12.2.** As a condition precedent to any suspension or discharge, the County must have given
21 the employee a written reprimand wherein facts forming the grounds of the County's dissatisfaction
22 are clearly set forth. The facts therein set forth must be of the same general type as those upon which
23 the suspension or discharge is founded.

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

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

1 **12.3.** Written reprimands shall not be subject to the grievance procedure unless and until such
2 time as these written reprimand(s) are relied upon to support a subsequent and timely suspension or
3 discharge, in which case such written reprimands shall be adjudicated in conjunction with and in
4 accordance with the timelines of the subsequent grievance for the suspension or discharge.

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

7 **12.4.** Written reprimands are not necessary if the grounds are:

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

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

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

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

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

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

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

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

26 **12.5.** Discharges or suspensions must not be founded on evidence secured directly or
27 indirectly through entrapment. Further, except for surveillance by on duty officers of the law,
28 discharges or suspensions, for reckless driving must not be founded upon evidence secured directly or

1 indirectly through surveillance. Observations by supervisors made in the field during the
2 performance of their duties are not considered surveillance.

3 **12.6.** In no event shall a written reprimand be served, or notice of intent to suspend or
4 discharge be issued, more than ninety (90) calendar days following the date that the County knew or
5 reasonably should have known of the incident; or it shall be considered null and void except, for the
6 infractions related to criminal investigations, or when witnesses or the accused are unavailable due to
7 leave for FMLA qualifying reasons. For the infractions that are exempted by the ninety (90) calendar
8 day limitation, the county shall act on the infraction within a reasonable time period, and maintain
9 contact with the Union regarding any significant delays.

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

16 **ARTICLE 13: GRIEVANCE PROCEDURE**

17 Pursuant to Master Labor Agreement, Article 26.

18 **ARTICLE 14: SENIORITY**

19 **14.1. Seniority Defined.**

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

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

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

25 **14.2.** In the event of reduction-in-force, work unit seniority shall have greater weight than
26 departmental seniority.

27 **14.3.** Where two or more employees have the same seniority within the bargaining unit, then
28 departmental and, if required, County seniority shall apply.

1 **14.4.**

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

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

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

11 **14.5.** Seniority rights shall be forfeited for either of the following causes:

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

13 **B.** Resignation.

14 **14.6.** Employees shall not suffer a loss of work unit seniority rights and shall accumulate it
15 during the employee's absence caused by industrial illness or injury, or maternity or paternity after
16 sick leave and vacation benefits are exhausted.

17 **14.7.** When an employee is or has been promoted, or is working in a special duty assignment
18 or transferred from the work unit to another job so as to be excluded from coverage by this
19 Agreement, such employee may be returned to the work unit by the County and he/she shall resume
20 his/her seniority which he/she had as of the date of promotion, or the first day of special duty
21 assignment or transfer; except that such employees outside of the work unit in excess of three
22 hundred and sixty-five (365) days shall not have work unit division seniority restored upon their
23 return to the work unit. Any employee shall have the right up to three hundred and sixty-five (365)
24 days to return to their former position, in the work unit, covered under 14.9 of the CBA without a loss
25 of work unit seniority. Any employee who has been promoted, or is working in a special duty
26 assignment, or transferred from the work unit to another job as to be excluded from this coverage by
27 this agreement shall be able to return to the work unit without his/her seniority if they return after 365
28 days.

1 A. Any employee covered under Article 14.9 in this CBA who is currently on a
2 special duty assignment at the time of ratification of this agreement shall not lose their work unit
3 seniority upon return to the bargaining unit.

4 **14.8.** Employees laid off shall be recalled in the inverse order of layoff; namely, those laid
5 off last will be recalled first. A laid off employee will be removed from the recall list if the employee
6 fails to accept or report to work after being recalled, if the employee fails to respond to the County's
7 notification of recall or if the employee requests to be removed from the recall list. Former
8 bargaining unit members who are eligible for recall as of July 20, 2014, will continue to have recall
9 rights of indefinite duration, subject to the terms and conditions in this Article. For any bargaining
10 unit member who is laid off and becomes eligible for recall after July 20, 2014, such recall rights,
11 including duration, will be administered pursuant to recall rules as set forth in the King County
12 Personnel Guidelines.

13 **14.9. Work Units – Defined.**

- 14 A. Transfer Station Operators: Solid Waste
15 B. Truck Driver III: Solid Waste
16 C. Truck Driver I, II, and III: Roads Services
17 D. Sign and Marking Specialists: Roads Services
18 E. Truck Driver II: Parks
19 F. Truck Driver I and III: Fleet
20 G. Scale Operator: Solid Waste
21 H. Tipper Worker I: Solid Waste

22 **14.10. Seniority List.** The County will supply the Union business agent with a seniority list
23 by September 1st of each year. If necessary, the list will be updated quarterly. The list will have the
24 employee's name, classification, work unit seniority, and County seniority.

25 **14.11. Scale Operator Lateral Bumping.** Lateral bumping may occur in the following
26 situations:

- 27 • If a Scale Operator position is eliminated.
28 • If there is a change in shift start time or ending time of greater than one (1) hour.

1 • If there is a change in shift start time or ending time of one (1) hour or less and
2 within six (6) months another change is made that alters the original shift start time or ending time by
3 more than one (1) hour.

4 • If there is a change in which days of the week the station is open.

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

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

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

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

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

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

25 **Step 6.** Within seven (7) calendar days, the Division shall provide to the Union and
26 the employees the results of the lateral bumping process, prior to the implementation of the new
27 assignments. The results should include the schedule for implementation and a list of all employees'
28 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, gender, gender identity, veteran status 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

Pursuant to Master Labor Agreement, Article 30.

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. The County agrees to continue contributing the following amounts 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:

| <u>Work Unit</u> | <u>Amount Contributed</u> |
|-----------------------------|----------------------------------|
| Fleet | \$3.75 |
| Parks | \$2.00 |
| Roads | \$1.60 |
| Signs and Markings | \$1.00 |
| Solid Waste TSO | \$1.00 |
| Solid Waste TDIII | \$1.00 |
| Solid Waste Scale Operators | \$1.00 |
| Solid Waste Tipper Worker | \$1.00 |

Employees have elected to reduce their wage rates in Addendum A by the amounts listed above 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

1 facilitate the accurate determination of hours for which contributions are due, prompt and orderly
2 collections and accurate reporting and recording of amounts paid. Upon Union request, a copy of
3 Pension transmittals shall be posted on the bulletin boards.

4 **18.4. Re-opener.** The parties agree that if a majority of a work unit, as defined in
5 Article 14.10, votes to reduce their cost of living adjustment and increase their pension contribution
6 by the same amount in any year, the County and the Union will make the necessary changes.

7 **18.5.** The County and Union agree that leave payout checks will not be reduced by the
8 pension amounts above and the full wage rate should go to the employee.

9 **ARTICLE 19: WAIVER CLAUSE**

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

1 **ARTICLE 20: DURATION**

2 Pursuant to Master Labor Agreement, Article 31.

3
4
5 APPROVED this 15 day of MARCH, 2018.

6
7
8 By: Dow Countt

9 King County Executive

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11
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15 Rick Hicks
16 Rick Hicks
17 Secretary-Treasurer
18 Teamsters Local 174
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1 cba Code: 160

2 **ADDENDUM A**
3 **WAGE RATES**

4 **Union Codes:**
5 **G1, G1A, G1C**

6

| Job Class Code | PeopleSoft Job Code | Classification Title | Squared Table Range |
|----------------------|---------------------------|------------------------------------|------------------------|
| 4102200 | 413202 | Scale Operator - Base Rate | 38 |
| 4102220 | 413103 | Scale Operator - Cedar Falls | 40 |
| 4102210 | 413104 | Scale Operator - Cedar Hills | 38* |
| 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 |

11

12
13 *(*Existing Cedar Hills Scale Operators, and existing two regular leads, as of December 31,*
14 *2017, shall be grandfathered into their existing rates, new hires and backfills shall receive new*
15 *range)*

16 1. All classifications utilize Steps 2-4-6-8-10.

17 2. Employees hired at Step 2 will progress to Step 4 after successful completion of probation.

18 Subsequent Step progression will occur on each January 1st thereafter, provided they have completed
19 probation by September 30th, and each January 1st thereafter until attaining Step 10. Employees
20 hired above Step 2 shall advance on step upon successful completion of probation, and on each
21 January 1st thereafter, if off probation by September 30th, until attaining step 10.

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

Subject: Trial Basis - Scale Operator Helper Shifts at Houghton, Bow Lake, Algona, Factoria, and Shoreline Transfer Stations

Recitals:

The Parties have met and discussed a mutual interest in affording additional helper shifts for Scale.

Operators at the Houghton, Bow Lake, Algona, Factoria, and Shoreline Transfer stations. In an effort to address concerns raised by Scale Operators about work load, and without waiving the validity and usefulness of the workload data gathered during the summer of 2017, the parties have reached an agreement on a trial basis.

Agreement:

1. The parties agree that from May 1st to Labor Day, there will be an eight (8) hour helper shift at the Houghton, Bow Lake, Algona, Factoria, and Shoreline transfer stations, except for the July 4th holiday, a historically slower day.

2. The parties also agree that this will not create a biddable position for FTE Scale Operators during this period. The helper shifts will be filled pursuant to current scheduling practices. Employees will only be mandatoried into these helper shifts at management discretion.

3. The parties further agree that this will not apply to the 2nd or 3rd shift at Bow Lake. However, the eight (8) hour helper shift may cross over multiple shifts.

4. This trial program will be in effect as provided under Section 1 in calendar year 2018, but may be cancelled with 120 days of notice by either party subsequent to meeting to discuss in good faith the workload data numbers, after September 1, 2018.

5. This agreement shall not be precedential for any purpose, and may only be used by the parties for the enforcement of this agreement.

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

Subject: Compensation Study for Transfer Station Operators, Truck Driver III's, Utility Workers and Signs and Markings Technicians

Recitals:

The parties have met and discussed their mutual interest in having ongoing discussions on the compensation for Transfer Stations Operators, Truck Driver III's, Utility Workers and Signs and Markings Technicians. To that end, they have agreed to the following:

Agreement:

1. The parties agree to form a committee of labor, management, and OLR and/or HRD staff to conduct a wage/comparable study on the above listed four classifications, beginning no later than February 15, 2018, with the intention of yielding a report by the end of May 2018.

2. The parties further agree that labor may have up to four (4) members in total participating, but that it will be the same four (4) employees at all times. In addition to the employees selected by the Union, the Business Representative shall be included. Management will also have up to four (4) representatives, along with OLR having a representative, and HR staff involvement as necessary.

3. The study produced by this committee is intended to inform the parties in advance of further discussions on wages during the Total Compensation Coalition bargaining for the 2019-2020 wages.

The study will cover comparability of the above listed four classifications to other public sector workers, as well as private sector workers, and take into account wages, hours, leaves, benefits, retirement, premiums, and all other forms of compensation to employees. The study will also take into account any new duties that the employees have taken on over the course of their job duties. If there are disputed issues, the study report will identify the disputed areas from the point of view of each party. All parties agree this information shall be used to bargain in good faith for the classifications listed above during Total Compensation Negotiations in 2018.

**Memorandum of Agreement
By and Between
King County
and
Teamsters Local 174 - Department of Natural Resources & Parks
Department of Transportation [160]**

**Subject: Training and Succession Planning Trial Program for Employees in the Roads
Division and Solid Waste Division**

Background:

1. Teamsters Local 174 and King County are parties to a Collective Bargaining Agreements (CBAs) through December 31, 2020.

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

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

Agreement:

1. The parties agree that UW's may work on an intermittent temporary basis of no longer than a ten continuous work day period in TD's positions. The ten continuous work days may be extended by mutual agreement of the parties to facilitate longer backfill needs or long term critical missions. When a UW's is set up temporarily as defined in this Agreement, the employee shall be

1 compensated at the TD's rate that is at least five percent above his/her base rate of pay.

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

7 3. Union representation and dues during intermittent assignments for the training and
8 secession planning program, pursuant to number 1 above, of less than thirty (30) contiguous work
9 days shall not change. Assignments agreed to by the parties to extend longer than thirty (30)
10 contiguous work days will require the employee crossing jurisdictions to pay the initiation fee and
11 regular dues of the bargaining unit he or she is working in. The County may facilitate the payment of
12 these additional dues. Contributions to Union pensions shall continue under the employee's base
13 Collective Bargaining Agreement and work unit for all temporary/intermittent assignments.

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

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

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

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

3 7. This Agreement shall be considered a trial program and will expire December 31, 2020,
4 unless extended by written mutual agreement, and any party may cancel the agreement with 120 days
5 written notice to the other parties. Should a party request cancellation, the parties will meet and
6 confer on options other than cancellation prior to the program ending.

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

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

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

Background

In preparation for emergencies, specifically snow and/or ice conditions occurring during winter months, the King County Department of 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

1 are needed for a snow and ice event occurring during either Winter 2014/2015 or Winter 2015/2016,
2 as described in the "background" section above.

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

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

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

13 6. Any disagreements with the implementation of this MOA will be settled in accordance
14 with Article 26 of the Master Labor Agreement.

15 7. This agreement will expire December 31, 2020.

ATTACHMENT

LETTER OF UNDERSTANDING

BY AND BETWEEN

TEAMSTERS UNION LOCAL #'s 38, 174, 231, 252, 313, 589

AND

AGC OF WASHINGTON

WHEREAS: The signatory Teamster Local Unions and the AGC of Washington are parties to a collective bargaining agreement with effective dates of June 1, 2012 to May 31, 2018 which contains a provision for the parties to meet and allocate previously bargained wage/benefit dollars on an annual basis for the period 06/01/15 to 05/31/18 effective January 1 of each year (December hours for Health & Security).

WHEREAS: The parties met and bargained the allocation of funds to wages and fringes as outlined in the agreement on October 18, 2017.

WHEREAS: Effective January 1, 2018 based upon the WaTWT determining that no increase is necessary for Plan Z or any of the current ancillary plans and as a result; there will be no change in the current hourly rate to and the cost of the medical plans which will continue to be met at 120 hours of contribution.

AND:

The one dollar and sixty cents (\$1.60) per hour called for in the agreement shall be allocated as follows: an increase to wages of one dollar and fifty cents (\$1.50) per hour effective January 1, 2018 and an increase in the pension rate by ten cents (10¢) per hour effective January 1, 2018. With the understanding that any additional funds needed to maintain the plans are deferred from wages.

IT IS THEREFORE AGREED:

The language in the agreement shall be modified as reflected below:

9.1. Scale of Wages

NOTE: ONLY ZONE "A" RATES ARE SHOWN FOR ALL CLASSIFICATIONS. REFER TO SCHEDULE "C" FOR ZONE "B" & "C" RATE ADJUSTMENTS.

| | EFFECTIVE | | | |
|------------------------|------------|------------|------------|------------|
| | 01/01/2015 | 01/01/2016 | 01/01/2017 | 01/01/2018 |
| CLASS I | \$ 32.58 | \$ 33.38 | \$ 34.13 | \$ 35.63 |
| CLASS II | \$ 31.74 | \$ 32.54 | \$ 33.29 | \$ 34.79 |
| CLASS III | \$ 28.93 | \$ 29.73 | \$ 30.48 | \$ 31.98 |
| CLASS IV | \$ 23.96 | \$ 24.76 | \$ 25.51 | \$ 27.01 |
| Mechanic | \$ 32.13 | \$ 32.93 | \$ 33.68 | \$ 35.18 |
| Mechanic Helper | \$ 31.44 | \$ 32.24 | \$ 32.99 | \$ 34.49 |

9.2. Fringe Payments Schedule


| | EFFECTIVE | | | |
|---|-----------|----------|----------|----------|
| | 1/1/2015 | 1/1/2016 | 1/1/2017 | 1/1/2018 |
| Health & Security (See Schedule A, Sec. 9.3, 9.4 & 9.5) | \$ 9.42 | \$ 9.84 | \$ 10.29 | \$ 10.29 |
| Pension: | \$ 7.50 | \$ 7.63 | \$ 7.83 | \$ 7.93 |
| BASE | \$ 7.04 | \$ 7.16 | \$ 7.35 | \$ 7.45 |
| PEER 84 | \$.46 | \$.47 | \$.48 | \$.48 |
| APPRENTICESHIP | \$.35 | \$.40 | \$.45 | \$.45 |
| DEDUCTIONS: (Deduct from net wages) | | | | |
| NW Fair Contracting Committee | \$.10 | \$.10 | \$.10 | \$.10 |
| Union Dues Deduction - Not to exceed \$0.25/hour per Section 2.4. | | | | |

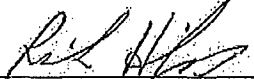
11.2. Private Works Wage Schedule

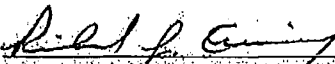
| WAGE SCALES | EFFECTIVE | | |
|-----------------|-----------|----------|----------|
| | 01/01/16 | 01/01/17 | 01/01/18 |
| Class I | \$ 28.37 | \$ 29.01 | \$ 30.29 |
| Class II | \$ 27.66 | \$ 28.30 | \$ 29.57 |
| Class III | \$ 25.27 | \$ 25.91 | \$ 27.18 |
| Class IV | \$ 21.05 | \$ 21.68 | \$ 22.96 |
| Mechanic | \$ 27.99 | \$ 28.63 | \$ 29.90 |
| Mechanic Helper | \$ 27.40 | \$ 28.04 | \$ 29.32 |


DATED THIS 18TH DAY OF OCTOBER, 2017

FOR THE UNION

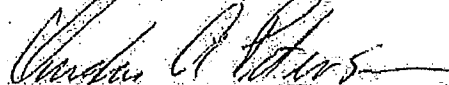

 STEVEN C. CHANDLER, SECRETARY-TREASURER
 TEAMSTERS UNION LOCAL # 38

 11/9/17
 RICHARD D. HICKS, SECRETARY-TREASURER
 TEAMSTERS UNION LOCAL # 174

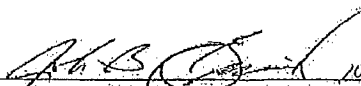
 11-7-17
 RICHARD J. EWING, SECRETARY-TREASURER
 TEAMSTERS UNION LOCAL # 231

 10/20/17
 DARREN L. O'NEIL, SECRETARY-TREASURER
 TEAMSTERS UNION LOCAL # 252

AGC OF WASHINGTON


 DOUGLAS A. PETERSON
 DIRECTOR OF LABOR RELATIONS

ATTACHMENT


JOHN B. EMRICK, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 313


MARK FULLER, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 589

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.