

1 AN ORDINANCE approving and adopting collec-
 2 tive bargaining agreements/salary addenda
 3 negotiated by and between King County and
 4 certain labor organizations; establishing
 the effective date of said agreements; and
 5 repealing Ordinance No. 2378 and Ordinance
 6 No. 2458.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. Ordinance No. 2378 and Ordinance No. 2458 are
 9 each hereby repealed.

10 SECTION 2. Approval and adoption is hereby made of the
 11 collective bargaining agreements/salary addenda attached hereto
 and by this reference made a part hereof negotiated by and
 12 between King County and the following labor organizations:

LABOR ORGANIZATION	CONTRACT EXPIRATION DATE
Construction Crafts	December 31, 1976
Joint Crafts	December 31, 1977
Offset Workers, Printing Pressmen & Assistants Union, Local 39	December 31, 1977
Operating Engineers, Local 286	December 31, 1977
Professional & Technical Engineers, LU 17	December 31, 1977
Public Safety Employees, Local 519 - Commissioned	December 31, 1976
Public Safety Employees, Local 519- Non-Commissioned	December 31, 1977
Public Service Employees, Local 674	December 31, 1977
Teamsters, Local 763	December 31, 1977
Teamsters, Local 882-Courthouse	December 31, 1977
Washington State Council of County and City Employees, Local 1652-General Services	December 31, 1977
Washington State Council of County and City Employees, Local 1652-Medical Examiner	December 31, 1977

31 SECTION 3. The effective date of the agreements/salary
 32 addenda set forth in SECTION 2 herein shall be January 1, 1976.
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SECTION 4. Nothing herein shall limit the authority of the Manager, Division of Personnel, to reclassify any County officer or employee's position title and to establish salary payment procedures pursuant to Ordinance No. 422, as amended, and the "Administrative Procedures and Rules for the Career Service" approved March 13, 1974.

INTRODUCED AND READ for the first time this 28th day of June, 1976.

PASSED this 6th day of July, 1976,

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

David Mooney
Chairman

ATTEST:

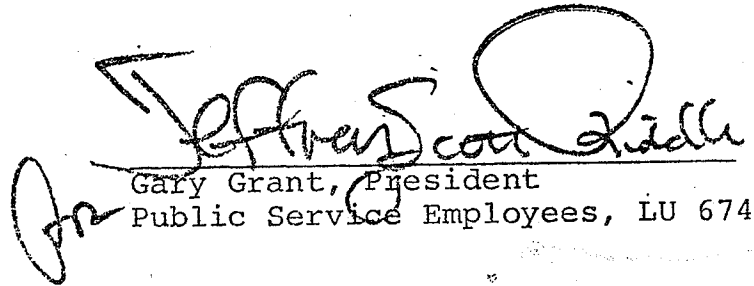
Jarothy M. Owens
Clerk of the Council

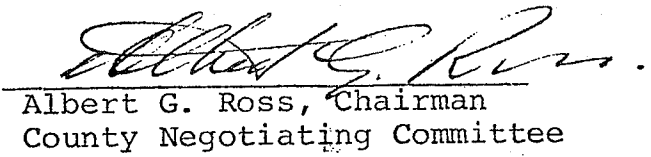
APPROVED this 11th day of July, 1976.

W. Spelman
King County Executive

Subject: COLLECTIVE BARGAINING AGREEMENT

Public Services Employees, Local 674 and the County
Negotiating Team, having completed the attached
Collective Bargaining Agreement, hereby recommend
it for approval of the County Council by Ordinance
and for your signature.


Gary Grant, President
Public Service Employees, LU 674


Albert G. Ross, Chairman
County Negotiating Committee

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ARTICLE I: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters.

7 employees covered by this Agreement who are members of the Union
8 in good standing on the effective date of this Agreement shall
9 remain members in good standing and those who are not members on
10 the effective date of this Agreement, become and remain members
11 in good standing in the Union. It shall also be a condition of
12 employment that all employees covered by this Agreement and hired
13 on or assigned into the bargaining unit on or after its effective
14 date shall, in the thirtieth day following the beginning of such
15 employment, become and remain members in good standing in the
16 signatory organization.

17 Provided, however, that nothing contained in this section
18 shall require an employee to join said Union who can substantiate
19 that there exists bonafide religious tenets or teachings of a
20 church or religious body of which the employee is a member, in
21 which case an amount of money equivalent to regular union dues
22 and initiation fee shall be paid to a non-religious charity mu-
23 tually agreed upon by the public employee affected and the bar-
24 gaining representative to which such public employee would other-
25 wise pay the dues and initiation fee. The public employee shall,
26 every 30 days, furnish proof that such payment has been made.

27 Section 3. Dues Deduction. Upon receipt of written authori-

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7 the County harmless against any claims made and against any suit
8 instituted against the County on account of any check-off of dues
9 for the signatory organization. The signatory organization agrees
10 to refund to the County any amounts paid to it in error on account
11 of the check-off provision upon presentation of proper evidence
12 thereof.

13 Section 4. Failure by an employee to abide by the above
14 provisions shall constitute cause for discharge of such employees;
15 provided that when an employee fails to fulfill the above obliga-
16 tion the Union shall provide the employee and the County with
17 thirty (30) days notification of the Union's intent to initiate
18 discharge action and during this period the employee may make
19 restitution in the amount which is overdue.

20 Section 5. The County will require all new employees, hired
21 into a position included in the bargaining unit, to sign a form
22 (in triplicate) which will inform them of the Union's exclusive
23 recognition. (One copy of the form will be retained by the
24 County, one by the employee and the original sent to the Union.)
25 The County will notify the Union of any employee leaving the bar-
26 gaining unit because of termination, layoff, leave of absence or
27 dismissal.

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7 ed for its duration by the County in accordance with such policy
8 or procedures as the County from time to time may determine.

9 When the County has no work available for employees in spec-
10 ific classifications, nothing in this Agreement shall prohibit
11 the County from assigning such employees to perform other work as
12 directed or, in absence of other necessary work, to send the em-
13 ployee home. If no work exists, the County must notify the em-
14 ployee at least two (2) hours prior to the beginning of the nor-
15 mal shift or a four (4) hour minimum pay will prevail.

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7	Columbus Day	Second Monday in October
	Veteran's Day	November 11th
8	Thanksgiving Day	Fourth Thursday in November
	Day after Thanksgiving	
9	Christmas Day	December 25th
	General Election Day	

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and any designated by public proclamation of the chief executive of the state as a legal holiday.

Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceeding Friday.

Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

Work performed on holidays shall be paid at one and one-half (1½) times the regular rate in addition to the regular holiday pay.

All holidays shall be observed in accordance with RCW 1.16.-050, as amended.

Solid Waste Cashiers will receive three (3) holidays off each year: New Years Day, Thanksgiving Day, Christmas Day. The remaining County holidays will be considered regular work days and each Cashier will receive eight (8) hours extra pay in addition to regular pay. Cashiers called in on a holiday which is not a scheduled working day will receive ten (10) hours overtime pay and eight (8) hours holiday pay.

one-half (1-1/2) times the normal rate of pay for that shift.

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		Credit	Allowed
7	Upon completion of one (1) year of service	(80 hrs.) 10 days	
9	More than one (1) but less than three (3) years of continuous service	(6.66 hrs.) .833 days	(80 hrs.) 10 days
10			(160 hrs.) 20 days
11	Less than twelve (12) years of continuous service, More than three (3) years of continuous service	(10 hrs.) 1.25 days	(120 hrs.) 15 days
13			(240 hrs.) 30 days
14	Twelve (12) years of continuous service and over	(13.33 hrs.) 1.66 days	(160 hrs.) 20 days
15			(320 hrs.) 40 days

17 For purposes of this section, one (1) day of vacation pay
18 shall be computed as 1/261 of the employee's annual salary in ef-
19 fect at the time of vacation or upon termination, and for payroll
20 purposes, a year shall be considered to contain 2,088 hours.
21 (Thereby, annual salary divided by 2,088 will result in the hour-
22 ly rate of purposes of this section.)

23 Section 2. Employees on a 35 hour week shall earn and ex-
24 pend vacation credits based on a seven (7) hour day. Employees on
25 a 40 hour work week shall earn and expend vacation credits based
26 on an eight (8) hour day.

27 Section 3. Vacation benefits for regular, part-time employ-

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7 ber of years service.

8 Section 4. No person shall be permitted to work for compen-
9 sation for the County in any capacity during the time when vaca-
10 tion benefits are being drawn.

11 Section 5. Vacation may be used in one hour increments at
12 the discretion of the division manager or his appointed designee.

13 Section 6. Upon termination for any reason, the employee
14 will be paid for unused vacation credits up to maximum allowable
15 accumulated vacation.

16 Section 7. Extra help employees will not be granted vacation
17 benefits.

18 Section 8. No employee shall earn the equivalent of a
19 month's vacation credit during a month when the employee is ab-
20 sent without pay more than three working days, and an employee
21 shall not be granted vacation benefits if not previously accrued
22 by the employee.

23 Section 9. In cases of separation by death, payment of un-
24 used vacation benefits shall be made to the employee's estate, or
25 in applicable cases, as provided by RCW, Title 11.

26 Section 10. Employees may continue to accrue additional va-
27 cation beyond the maximum specified herein if, as a result of

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7 Section 12. Employees shall submit vacation requests prior
8 to April 1st. Upon receipt of same, management shall develop a
9 schedule of vacations and same will be posted on or before May 1st.
10 In the event of scheduling conflicts within a division, classifica-
11 tion seniority will prevail.

12 Section 13. Employees with one or more continuous years of
13 service shall accrue vacation benefits monthly.

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7 month in which the employee is absent without authorization or
8 absent without pay more than three days.

9 Section 3. Every regular, part-time employee shall receive
10 sick leave benefits proportionate to the employee's regular work
11 day. For example: If a part-time employee normally works four
12 hours per day and the department's normal work day is eight hours,
13 the employee will receive four hours of sick leave benefits for
14 the month.

15 Section 4. Extra help employees receive no sick leave bene-
16 fits.

17 Section 5. After six months of full-time service a regular
18 employee may, at his division manager's discretion, be permitted
19 to use up to one-half of his accruing vacation (5 days) as an
20 essential extension of used sick leave. If an employee does not
21 work a full 12 months, any vacation credit used for sick leave
22 must be reimbursed to the County upon termination.

23 Section 6. Sick leave shall accrue on a monthly basis start-
24 ing with the first of the month following the month the employee
25 commenced employment. Any employee is not entitled to sick leave
26 if not previously earned.

27 Section 7. Sick leave may be used in one hour increments at

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7 responsible for the proper administration of this benefit.

8 Section 10. Separation from King County employment, except
9 by retirement or reason of temporary lay-off due to lack of work
10 or funds, shall cancel all sick leave currently accrued to the
11 employee. Should the employee resign in good standing and return
12 to the County within two years, accrued sick leave shall be re-
13 stored.

14 Section 11. Accrued sick leave may be used for absence due
15 to temporary disability caused or contributed by pregnancy.

16 Section 12. Sick leave because of an employee's physical in-
17 capacity will not be approved when the injury is directly trace-
18 able to simultaneous employment other than with the County of
19 King.

20 Section 13. King County will reimburse those employees who
21 have at least five (5) years service and retire as a result of
22 length of service or who terminate by death, twenty-five percent
23 (25%) of their unused, accumulated sick leave to a maximum of
24 thirty (30) days. All payments shall be made in cash, based on
25 the employee's base rate, and there shall be no deferred sick
26 leave reimbursement.

27 Section 14. Employees injured on the job cannot simultane-

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7 Section 16. Family Care and Death.

8 a. Regular, full-time employees shall be entitled to three
9 (3) working days of bereavement leave a year due to death of mem-
10 bers of their immediate family.

11 b. Regular, full-time employees, who have exhausted their be-
12 reavement leave, shall be entitled to use sick leave in the amount
13 of three (3) days for each instance when death occurs to a member
14 of the employee's immediate family.

15 c. Three (3) sick leave days of absence from the job may be
16 granted to an employee due to a requirement to care for immediate
17 family members who are seriously ill.

18 d. In cases of family care where no sick leave benefit
19 exists, the employee may be granted leave without pay.

20 e. Up to one (1) day's sick leave may be granted to an em-
21 ployee on the day of the birth of his child.

22 f. In the application in any of the foregoing provisions,
23 when a holiday or regular day off falls within the prescribed
24 period of absence, it shall not be charged.

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7 assigned. For purposes of this article, the term "working lead
8 man" shall be construed to be "lead worker".

9 Section 3. Wage rates for calendar year 1977 shall be
10 determined by increasing the 1976 wage rate as listed on
11 Addendum A by the percentage rise in the C.P.I. (Seattle area)
12 between the period November 1975 - November 1976 (1967 Base).
13 (One (1) per cent rise in the index = one (1) per cent increase
14 to listed wages.)

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7 Section 2. Overtime shall be compensated for at one and one-
8 half (1½) times the regular hourly shift rate of pay.

9 Section 3. There shall be no practice of compensatory time
10 off. Overtime shall be compensated for in cash.

11 Section 4. A minimum of four (4) hours at overtime rate shall
12 be allowed for each call out. Where such overtime exceeds four
13 (4) hours, the actual hours worked shall be allowed at overtime
14 rates.

15 Section 5. All overtime shall be authorized in advance by
16 the division manager or his designee in writing, except in emer-
17 gencies. Overtime pay shall be allowed by cash payment. Saturday
18 and Sunday work is not overtime when it is a regularly scheduled
19 work day for the individual crew.

20 Section 6. Emergency work at other than the normal scheduled
21 working hours, or special scheduled working hours not enumerated
22 above, shall be credited as such. This unscheduled and emergency
23 overtime will be compensated as overtime, and in the event this
24 overtime is accomplished prior to the normal working hours and the
25 employee subsequently works his regular shift, his regular shift
26 shall be compensated at regular time.

27 Section 7. If any provision of this article conflicts with



7 of lunch period, or forty (40) in one week.

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7 Section 2. The supervisors and foreman may change the sched-
8 uled hours and provide special schedules for special operations,
9 such as snow removal, flood control and sanding operations, and
10 other special schedules such as watchmen or other personnel on
11 special activities.

12 Section 3. Normally, at least five (5) days advance notice
13 shall be given the employee prior to the commencement of a special
14 schedule or shift change, except in the case where snow removal,
15 flood control or sanding operations may be anticipated, in which
16 case an "Alert" or "Stand-by" status advance warning is sufficient.

17 Section 4. The conditions set forth in this section shall
18 apply to Site Cashiers in the Solid Waste Division of the Depart-
19 ment of Public Works:

20 (a) The work schedule shall be eight (8) consecutive ten
21 (10) hour days followed by six (6) consecutive days off.

22 (b) Employees agree to continue making bank deposits, etc.,
23 without compensation for mileage so involved.

24 (c) Ferry tickets shall be provided relief cashiers for as-
25 signments on Vashon Island as required.

26 Section 5. Non-standard working hours may be required from
27 time to time for Pool Operators. Therefore, the provisions of
28 Article VIII, Overtime, shall not apply when employees are required



7 consecutive days of eight (8) hours each.

8 Employees assigned to a four (4) day week shall work four (4)
9 consecutive days of ten (10) hours each.

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Section 2. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the current rate of thirteen cents (13¢) per mile.

Section 3. No employee shall be disciplined or discharged without just cause.

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7 made to settle grievances at the lowest possible level of supervi-
8 sion.

9 Employees will be unimpeded and free from restraint, interfer-
10 ence, coercion, discrimination or reprisal in seeking adjudication
11 of their grievances.

12 Section 1. Definition.

13 Grievance - An issue raised by an employee relating to the in-
14 terpretation of his rights, benefits or conditions of employment
15 as contained in this Agreement.

16 Section 2. Procedure.

17 Step 1. A grievance shall be verbally presented by the ag-
18 grieved employee and his representative, if the employee wishes,
19 within ten (10) working days of the occurrence of such grievance,
20 to the employee's immediate foreman or supervisor. The immediate
21 foreman or supervisor shall gain all relevant facts and shall at-
22 tempt to adjust the matter and notify the employee within five (5)
23 working days. If a grievance is not pursued to the next higher
24 level within three (3) working days, it shall be presumed resolved.

25 Step 2. If, after thorough discussion with the immediate
26 foreman or supervisor, the grievance has not been satisfactorily
27 resolved, the employee and his representative shall reduce the

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7 days, it shall be presumed resolved.

8 Step 3. If, after thorough evaluation, the decision of the
9 division manager has not resolved the grievance to the satisfac-
10 tion of the employee, the grievance may be presented to the de-
11 partment director or his designee. All letters, memoranda and
12 other written materials previously submitted to lower levels of
13 supervision shall be made available for the review and considera-
14 tion of the department director or his designee. He may interview
15 the employee and/or his representative and receive any additional
16 related evidence which he may deem pertinent to the grievance. He
17 shall make his written decision available within fifteen (15)
18 working days. If the grievance is not pursued to the next higher
19 level within ten (10) working days, it shall be presumed resolved.

20 Step 4. If, after thorough evaluation, the decision of the
21 department director or his designee has not resolved the grievance
22 to the satisfaction of the employee, the grievance may be present-
23 ed to the Personnel Manager. The Personnel Manager shall schedule
24 a hearing within ten (10) days at which a committee, comprised of
25 equal representation from the County and the Union, shall hear the
26 grievance. The opinion of a majority of the members shall consti-
27 tute a resolution of the grievance. The committee shall be limit-

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7 parties are unable to agree upon an arbitrator, then the arbitra-
8 tor shall be selected from a panel of seven arbitrators furnished
9 by the American Arbitration Association. The arbitrator will be
10 selected from the list by both the County representative and the
11 Union, each alternately striking a name from the list until only
12 one name remains. The arbitrator, under voluntary labor arbitra-
13 tion rules of the Association, shall be asked to render a decision
14 promptly and the decision of the arbitrator shall be final and
15 binding on both parties.

16 The arbitrator shall have no power to change, alter, detract
17 from or add to the provisions of this Agreement, but shall have
18 the power only to apply and interpret the provisions of this
19 Agreement in reaching a decision.

20 The arbitrator's fee and expenses and any court reporter's
21 fee and expenses shall be borne equally by both parties.

22 No matter may be arbitrated which the County by law has no
23 authority over, has no authority to change, or has been delegated
24 to any civil service commission or personnel board as defined in
25 Chapter 108, Extraordinary Session, 1967, Laws of the State of
26 Washington.

27 There shall be no strikes, cessation of work or lockout dur-



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Section 4. Time limits set forth herein may be extended upon written consent of both parties.

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7 Section 2. Employees scheduled to be laid off as a result of
8 their seniority status in the affected classification may exercise
9 their right to bump employees in a lower occupational group within
10 the same division, provided that, the employee has performed and
11 is qualified to perform the duties of the lower classification, and
12 the employee has more seniority, as defined in Article XIV, than
13 the employee in the lower classification. Such action shall take
14 place prior to the date the layoff is to be effective.

15 Section 3. Employees laid off shall be rehired in the inverse
16 order of layoff; namely, those laid off last will be rehired first.

17 Section 4. The County agrees to notify the Union at least
18 fourteen (14) calendar days in advance, in writing, of any antici-
19 pated reduction in force.

20 Section 5. Employees on lay off shall be referred to other
21 positions within the Career Service in accordance with Section 2.34
22 of the Administrative Procedures and Rules for the Career Service.

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7 sification from which he was promoted.

8 (c) In the event that two employees have the same seniority,
9 the County shall determine which employee, in the event of layoff,
10 shall be laid off.

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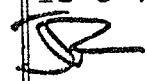
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7 this Agreement shall not invalidate the remaining portions hereof;
8 provided, however, upon such invalidation the parties agree immed-
9 iately to meet and negotiate such parts or provisions affected.
10 The remaining parts or provisions shall remain in full force and
11 effect.

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7 tive. Specifically, the signatory organization shall not cause or
8 condone any work stoppage, including any strike, slowdown or refus-
9 al to perform any customarily assigned duties, sick leave absence
10 which is not bonafide, or other interference with County functions
11 by employees under this Agreement and should same occur, the sig-
12 natory organization agrees to take appropriate steps to end such
13 interference. Any concerted action by any employee in the bargain-
14 ing unit shall be deemed a work stoppage if any of the above ac-
15 tivities have occurred. Being absent without authorized leave
16 shall be considered as an automatic resignation. Such a resigna-
17 tion may be rescinded by the division manager if the employee
18 presents satisfactory reasons for his absence within three (3)
19 calendar days of the date his automatic resignation became effec-
20 tive.

21 Section 2. Upon notification in writing by the County to the
22 signatory organization that any of its members are engaged in a
23 work stoppage, the signatory organization shall immediately, in
24 writing, order such members to immediately cease engaging in such
25 work stoppage and provide the County with a copy of such order.
26 In addition, if requested by the County, a responsible official
27 of the signatory organization shall publicly order such signatory



applicable to such employee.

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6 bargaining. The results of the exercise of that right and oppor-
7 tunity are set forth in this Agreement. Therefore, the County and
8 the signatory organization, for the duration of this Agreement,
9 each agree to waive the right to oblige the other party to bargain
10 with respect to any subject or matter not specifically referred to
11 or covered in this Agreement.

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- 7 1. Provide coverage for all Career Service employees, except
8 that the foregoing shall not include limited-term employees.
- 9 2. Coverage will apply only to those employees who are laid
10 off as a result of a reduction in work or funds.
- 11 3. Employees who are receiving compensation under this pro-
12 gram must provide evidence of actively seeking employment.
- 13 4. The benefit will be the same as the State of Washington
14 Unemployment Compensation, but shall be good for 26 weeks only
15 (no extended benefits).

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agency.

Section 2. If at any level, the County determines to bring disciplinary action against any employee for any reason, the employee shall be apprised of his/her rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.

Section 3. The employee and/or representative may examine the employee's personnel file in the offices of the department if the employee so authorizes in writing. Material placed into the employee's file relating to job performance or personal character shall be brought to his or her attention. The employee may challenge the propriety of including it in the files. The employee shall have the right to insert documentation into the file, providing, such documentation is relevant to the challenge. Unauthorized persons shall not have access to employee files or other personal data relating to their employment.

12-3-75

JR

7 mum of five percent (5%) over the salary received prior to the
8 assignment, while so assigned, except as provided below.

9 b) Work in a higher classification in excess of three days
10 when not assigned in accordance with Section 1 (a), is a proper
11 subject for grievance procedure, provided however, an employee so
12 affected did not voluntarily perform the work of the higher clas-
13 sification.

14 c) If, after forty-five (45) calendar days of work performed
15 in accordance with Section 1 (a), a meeting may be requested by
16 the Union to review the circumstances.

17 d) Employees in a training capacity may be assigned work
18 normally performed by a higher classification, except that they
19 will not be assigned the duties of a higher classification to cir-
20 cumvent the intent of Section 1, thereof.

21 An employee assigned to a training position (training status)
22 shall be under the supervision and guidance of his immediate sup-
23 ervisor, and shall not remain in the training position for more
24 than ten (10) consecutive, normal working days.

25 Section 2. Except as provided in Section 1 (a), employees
26 shall not be held accountable while performing work foreign to
27 the concept of their class specifications.

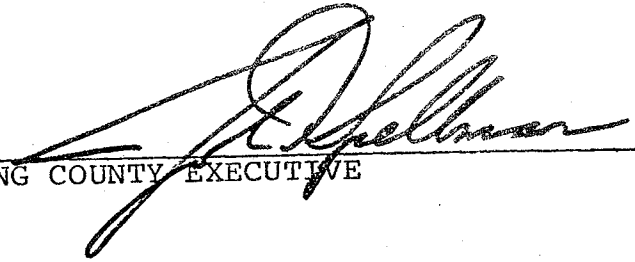
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SR

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7 party providing to the other written notice of its intention to
8 do so not less than thirty (30) days prior to September 1, 1977.
9

10 APPROVED this 31st day of March, 1976

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14 KING COUNTY EXECUTIVE

15 SIGNATORY ORGANIZATION:

16 
17 Gary Grant President
18 for Public Service Employees, LU 674
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28 2-19-76

-33-



Equipment Operator I	1462.78		
Equipment Operator II	1498.75		
Painter	1207.72		
Park Caretaker	976.64		
Plumber	1713.48		
Pool Operator	1006.07	1037.68	1079.10
Stores Clerk	1076.92	1166.30	1192.46
Storekeeper	1213.17		
Truck Driver I	1397.38		
Truck Driver II	1430.08		
Utilityworker	1164.12		
Landscape Architect	1164.12		

FACILITIES MANAGEMENT DIVISION

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Custodian*	776.08	791.34	804.42	817.50
Emergency Aide	801.15	841.48		
Security/Information Officer	776.08	791.34	804.42	817.50
Window Washer	945.00			
Maintenance Worker *	900.00			

*Waxer's receive \$35.00 per month permium.

SOLID WASTE DIVISION

Cashier	\$4.68 per hour
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