

5-20-77

Introduced by PAUL BARDEN

77-461

ORDINANCE NO. 3236

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Teamsters, Local 882 - Stadium; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1: The Collective Bargaining Agreement negotiated between King County and the Teamsters, Local 882 - Stadium, and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2: Terms and conditions of said agreement shall be effective from January 1, 1977 through and including December 31, 1979.

INTRODUCED AND READ for the first time this 23rd day of May, 1977.

PASSED this 31st day of May, 1977

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Mike Lowry

ATTEST:

Paul Hammond
Clerk of the Council

APPROVED this 1st day of June, 1977.

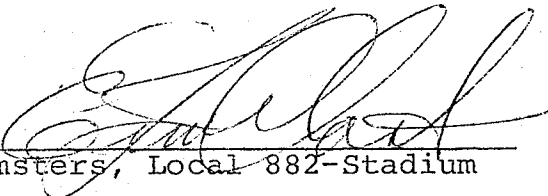
[Signature]
KING COUNTY EXECUTIVE

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KING COUNTY OFFICE OF PERSONNEL
MEMORANDUM

To: Mr. John D. Spellman, County Executive
From: Albert G. Ross, Personnel Manager
Subject: COLLECTIVE BARGAINING AGREEMENT

The signatory organization hereto 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.


Teamsters, Local 882-Stadium

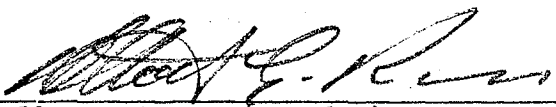

Albert G. Ross, Chairman
County Negotiating Committee

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AGREEMENT BY AND BETWEEN
COUNTY OF KING, WASHINGTON

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AND

TEAMSTERS, LOCAL 882

This Agreement is between the County of King, Washington (hereinafter referred to as the County) and Teamsters, Local 882 (hereinafter referred to as the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the County has recognized the Union as the exclusive bargaining representative pursuant to letters of recognition dated April 22, 1976.

PREAMBLE

The County and the Union agree that the efficient and uninterrupted performance of Stadium functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the County and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

1 Section 1. The County hereby recognizes the Union as the
2 exclusive collective bargaining representative for all its members
3 and as the collective bargaining agent concerning the wages, hours
4 and working conditions of employees working at the Domed Stadium
5 in the classifications that are set forth in Addendum A.

6 Section 2. It shall be a condition of employment that all
7 employees who are members of the Union on the effective date of
8 this Agreement shall remain members in good standing and those who
9 are not members on the effective date of this Agreement, become
10 and remain members in good standing in the Union. It shall also
11 be a condition of employment that all employees covered by this
12 Agreement, hired or assigned into the bargaining unit shall become
13 and remain members in good standing in the Union.

14 Section 3. Dues Deduction. Upon receipt of written authori-
15 zation individually signed by a bargaining unit employee, the
16 County shall have deducted from the pay of such employee, the
17 amount of dues as certified by the secretary of the signatory
18 organization and shall transmit same to the treasurer of the
19 signatory organization.

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

1 The parties acknowledge that during the negotiation resulting
2 in this Agreement, each had the unlimited right and opportunity to
3 make demands and proposals with respect to any and all subjects or
4 matters not removed by law from the area of collective bargaining
5 and the understandings and agreements arrived at by the parties
6 after exercise of that right and opportunity are set forth in this
7 Agreement. The Employer and the Union each voluntarily and unqual-
8 ifiedly waive the right and each agrees that the other shall not
9 be obligated to bargain collectively with respect to any subject
10 or matter not specifically referred to or covered in this Agreement
11 even though such subject or matter may not have been within the
12 knowledge or contemplation of either or both of the parties at the
13 time they negotiated or signed this Agreement. All rights and
14 duties of both parties are specifically expressed in this Agree-
15 ment and such expression is all inclusive. This Agreement con-
16 stitutes the entire agreement between the parties and concludes
17 collective bargaining for its term, subject only to a desire by
18 both parties to mutually agree to amend or supplement at any time,
19 and except for negotiations over a successor collective bargaining
20 agreement.

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The management of the County and the direction of the work force is vested exclusively in the County subject to terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedures as the County from time to time may determine.

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Section 1. Union representatives shall be permitted to visit the operations covered herein for the purpose of observing conditions under which employees are working, provided such visit shall not interrupt the work of such employees.

Section 2. The County recognizes the employee's and the Union's right to appoint shop stewards. The Union agrees to notify the County, in writing, as to such shop steward's identity and of subsequent appointments, if any. The parties agree that employees appointed as shop stewards for and by the Union, shall, nevertheless, be required to and shall work full time in their respective classifications.

Section 3. Employees who have indicated availability for work and refuse work assignments will be terminated after the second refusal. Employees who accept work assignments and fail to report without notice may be terminated without right of appeal.

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Section 1. Wages and hours of work for the various classifications shall be as set forth in Addendum A, attached to this contract and by this reference made a part hereof. Employees shall be categorized under two (2) different designations, as follows:

(1) "5-hour" employees shall be defined as employees who are hired to work an event with a 5-hour minimum guarantee.

(2) "4-hour" employees shall be defined as employees who are hired to work an event with a 4-hour minimum guarantee.

Section 2. Wage schedules as set forth in Addendum A attached to this agreement and made a part hereof by this reference shall become the sole subject of negotiations on the following dates:

(a) Not less than sixty (60) days nor more than ninety (90) days prior to December 31, 1976;

(b) Not less than sixty (60) days nor more than ninety (90) days prior to December 31, 1977;

(c) Not less than sixty (60) days nor more than ninety (90) days prior to December 31, 1978.

Any negotiated changes to wage schedules shall be effective on January 1 of the following year.

1 (a) The County agrees to furnish and maintain uniforms for
2 its event employees, except sweepers, without cost to the employee
3 The Shirts shall not be considered part of the uniform and, if the
4 are furnished, will be solely at the discretion and convenience
5 of the County.

6 (b) The County shall maintain suitable dressing and break
7 quarters for the use of the employees covered herein.

8 (c) Adequate restroom and locker room facilities shall be
9 provided for all employees.

10 (d) Employees shall be allowed a fifteen (15) minute rest
11 period during each four (4) hour shift or major portion thereof.

12 (e) Employees who are required to work in excess of eight
13 (8) hours on one event shall be compensated an additional \$2.50.

14 (f) Leaves of Absences - Employees within the bargaining
15 unit represented by the Union shall be granted the privilege of
16 maintaining a position on the "call list" for a period of ninety
17 (90) days if they are to be absent from the County for the above
18 stated period of time; providing they have notified the Operations
19 Manager or designated representative, in writing, of their
20 absence. Employees shall be granted Military Leave and Industrial
21 Injury Leave in accordance with existing State Statutes.

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2 Section 1. Any grievance or dispute which may arise out of
3 the application or interpretation of the terms or conditions of
4 this Agreement shall be settled in accordance with the procedure
5 set forth immediately herein below except a dispute by an appli-
6 cant regarding employment. In the event the grievance or dispute
7 requires an expeditious resolution based on a pending event at the
8 Stadium, the Union, by written notice to the County, may request
9 an immediate meeting with County representatives and upon receiving
10 such written notice, they shall be available to meet with repre-
11 sentatives of the Union within forty-eight (48) hours after
12 receipt of the written notice.

13 Section 2. Any grievance or dispute as defined under
14 Section 1 herein above shall be reduced to written form by the
15 charging party and presented to the other party's authorized
16 representative. Thereafter, a representative of the County,
17 selected by the latter, shall meet with an authorized agent of
18 the Union, selected by the Union, in an attempt to resolve the
19 dispute to the charging party's satisfaction, the dispute shall,
20 upon the request of either party, be referred to an impartial
21 arbitrator for a final and binding decision. In the event the
22 parties are unable to agree upon the selection of such impartial
23 arbitrator within ten (10) days, upon request of either party, an
24 arbitrator shall be selected from a list of prospective arbitra-
25 tors submitted by the American Arbitration Association.

26 Section 3. An arbitrator's decision shall be final and
27 binding on both parties, it being agreed that said arbitrator
28 shall have no powers to add to or subtract from the provisions

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herein, and that the laws of the State of Washington shall be controlling at all times.

Section 4. All expenses of any arbitrator shall be borne equally by the County and the Union.

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In the event the County decides to contract out to a private employer any of the work of the classifications herein covered for public events, it is agreed that such contracting of said work shall be made by the County only to contractors or employers whose employees are paid the prevailing rates.

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The Union agrees that under the terms of this Agreement, the Union and/or its members shall not conduct any strikes, slow downs or other work stoppages against the County.

Notwithstanding the above paragraph, it shall not be a violation of this Agreement nor be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross a primary picket line established by a labor organization which has the unqualified approval of the Joint Council of Teamsters, #28.

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

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The Employer or the Union shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, age or sex, except as otherwise provided by law.

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Section 1. (a) Employees called to work an event, and who are Category 1 employees as defined in Article V, shall be paid a minimum of five (5) hours at the straight time rate of pay, except employees who are called and who are not assigned when they report for work, shall be paid a minimum of two (2) hours at the regular straight time rate of pay.

(b) Employees called to work an event, and who are Category 2 employees as defined in Article V, shall be paid a minimum of four (4) hours at the straight time rate of pay; except employees who are called and who are not assigned when they report for work, shall be paid a minimum of two (2) hours at the regular straight time rate of pay.

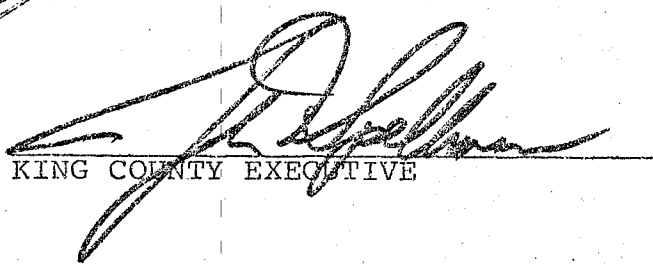
Section 2. Employees who are required to work in excess of forty (40) hours in any one work week (Monday through Sunday) shall receive one and one-half (1-1/2) times the regular straight time rate of pay for all hours worked in excess of forty (40).


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Section 1. This Agreement shall be effective June 1, 1976, and shall continue in full force and effect through December 31, 1979. Provided, however, for the purpose of negotiating alterations in wages, either party may open this Agreement by giving written "Notice of Opening" not later than sixty (60) days prior to the anniversary date. "Notice of Opening" is in no way intended by the parties as a termination of nor shall it in any way be construed as a termination of this Agreement.

Section 2. Except by mutual written agreement, termination of this Agreement must, to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than sixty (60), nor more than ninety (90), days prior to the expiration date, whereupon, the contract shall, on it's expiration date, terminate.

APPROVED this 4th day of June, 1976.


KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:

Teamsters, Local 882

ADDENDUM A

Classifications, Wages and Hours

Kingdome Stadium - Event Employees

<u>CLASSIFICATIONS:</u>	<u>PER HOUR</u>	<u>MINIMUM GUARANTEE</u>
<u>GROUP 1 - 5 Hour Minimum:</u>		
Head Usher	\$5.25	\$26.25
Head Ticket Taker	\$4.90	\$24.50
Usher Captain	\$4.10	\$20.50
Gate Captain	\$4.10	\$20.50
Lead Restroom Attendant	\$4.10	\$20.50
Wardrobe Attendant	\$3.50	\$17.50
Parking Lot Captain	\$4.65	\$23.25
Parking Supervisor	\$5.00	\$25.00
<u>GROUP 1 - 4 Hour Minimum:</u>		
Parking Lot Cashier	\$3.85	\$15.40
Parking Lot Attendant	\$3.50	\$14.00
<u>GROUP 2 - 4 Hour Minimum:</u>		
Usher	\$3.10	\$12.40
Crowd Director	\$3.30	\$13.20
Ticket Taker	\$3.40	\$13.60
Ticket Seller-General	\$3.75	\$15.00
Night PBX Operator	\$3.30	\$13.20
Elevator Operator	\$3.00	\$12.00
Restroom Attendant	\$3.00	\$12.00
Sweeper	\$3.00	\$12.00
Ticket Seller-Reserved	\$4.85	\$19.40
Press Box Attendant	\$3.50	\$14.00
Money Counter	\$5.10	\$20.40

The hourly rate classifications shall be as denoted above (4 hour minimum and 5 hour minimum). For time worked in excess of the hourly minimum, employees shall be paid straight time, overtime based on the applicable hourly rates to be computed in quarter-hour units.

ADDENDUM A - CONTINUED

For time worked in excess of forty (40) hours per week (Monday through Sunday), employees shall be paid time and one-half based on the applicable hourly rate to be computed in quarter-hour units. Employees shall be paid time and one-half their regular hourly rate for all work performed in connection with World Series Games, All Star Games and Championship Playoff Games.

In case of cancellation of an event, and if King County does not give reasonable notice, either personally or through public communications, King County will pay to employees two (2) hours pay if the employee reports for work and four (4) hours pay if the gates are open.

Employees assigned to Lead worker duties shall be compensated an additional twenty-five (25) cents per hour over their regular hourly rate for all time while so assigned.

SUPPLEMENTAL AGREEMENT

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3 This agreement is between the County of King, Washington
4 (hereinafter referred to as the County) and Teamsters Local 882
5 (hereinafter referred to as the Union) for the purpose of setting
6 forth the mutual understanding of the parties as to wages, hours,
7 and other conditions of employment of the employees for whom
8 the County has recognized the Union as the exclusive bargaining
9 representative pursuant to letters of recognition dated April 22,
10 1976, and specifically amends that agreement entered into on
11 June 4, 1976 in those Articles as set forth below.

ARTICLE V: Classifications, Wages & Hours

12
13 Section 2: Insert the following language in lieu of existing
14 statement:

15 "Wage schedules shall be as set forth in Addendum
16 A-1 appended to this Supplemental Agreement and by
17 this reference made a part thereof."

ARTICLE XIII: Effective Date & Duration

18
19 Section 1: This supplemental agreement shall be effective
20 January 1st 1977, and shall continue in full
21 force and effect through December 31st 1979.

22 Section 2: Except by mutual written agreement, termination of
23 this agreement must, to the exclusion of all other
24 methods, be perfected by giving written "Notice of
25 Termination" not less than sixty (60) nor more than
26 ninety (90) days, prior to December 31st, 1979,
27 whereupon, the agreement shall, on its expiration
28 date, terminate.

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ADDENDUM A-1 1976-1979

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HOLIDAY WORK:

Employees shall not suffer a loss of "call" rights if they give prior notification in writing of unavailability for work on holidays recognized by King County.

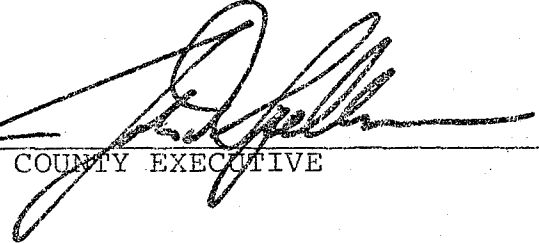
OVERTIME:

Employees required to work beyond eight (8) hours in one shift shall be compensated at the rate of time and one-half (1½) based on the applicable hourly rate to be computed in quarter-hour units.

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Handwritten initials

APPROVED this 25th day of March, 1977.



KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:



Teamsters, Local 882

33 WTH 52 5W5 20

ADDENDUM "A-1"

CLASSIFICATIONS, WAGES & HOURS
KINGDOME STADIUM - EVENT EMPLOYEES

1977

CLASSIFICATIONS	1977 (4%) Min. Guarantee		1978 (5%) Min. Guarantee		1977 (4%) Min. Guarantee
	Per Hr.	Per Hr.	Per Hr.	Per Hr.	
GROUP 1 - 5 Hour Minimum					
Head Usher	5.46	27.30	5.73	28.65	6.00
Head Ticket Taker	5.10	25.50	5.35	26.75	5.60
Usher Captain	4.26	21.30	4.47	22.35	4.60
Gate Captain	4.26	21.30	4.47	22.35	4.60
Lead Restroom Attendant	4.52	22.60	4.75	23.75	4.90
Wardrobe Attendant	3.64	18.20	3.82	19.10	4.00
Lead Sweeper	4.52	22.60	4.75	23.75	4.90
Parking Lot Captain	4.84	24.20	5.08	25.40	5.30
Parking Supervisor	5.20	26.00	5.46	27.30	5.70
GROUP 1 - 4 Hour Minimum					
Parking Lot Cashier	4.00	16.00	4.20	16.80	4.40
Parking Lot Attendant	3.64	14.56	3.82	15.28	4.00
GROUP 2 - 4 Hour Minimum					
Usher	3.22	12.88	3.38	13.52	3.50
Arena Director	3.69	14.76	3.87	15.48	4.00
Director	3.43	13.72	3.60	14.40	3.70
Ticket Taker	3.54	14.16	3.72	14.88	3.90
Ticket Seller-General	3.90	15.60	4.09	16.36	4.20
Night PBX Operator	3.43	13.72	3.60	14.40	3.70
Elevator Operator	3.43	13.72	3.60	14.40	3.70
Restroom Attendant	3.38	13.52	3.55	14.20	3.70
Sweeper	3.38	13.52	3.55	14.20	3.70
Ticket Seller-Reserved	5.04	20.16	5.29	21.16	5.50
Press Box Attendant	3.64	14.56	3.82	15.28	4.00
Money Counter	5.30	21.20	5.56	22.24	5.80
Field Conversion Worker	4.25	17.00			
AGR:b1					
Rev. 2-17-77					