

ORDINANCE NO. 4107

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Construction Crafts; 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 Construction Crafts 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, 1979 through and including December 31, 1981.

INTRODUCED AND READ for the first time this 13th day of February, 1979.

PASSED this 26th day of February, 1979.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Paul Chow
Chairman

ATTEST:

Dorothy M. Owen
DEPUTY Clerk of the Council

APPROVED this 1st day of March, 1979.

Paul S. Zellman
King County Executive

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1979 - 1981

COLLECTIVE BARGAINING AGREEMENT

CONSTRUCTION CRAFTS

KING COUNTY DIVISION OF PERSONNEL

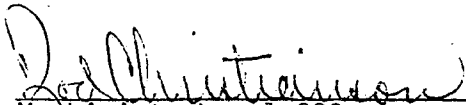
MEMORANDUM

TO: The Honorable John D. Spellman, County Executive


FROM: Albert G. Ross, Personnel Manager

SUBJECT: COLLECTIVE BARGAINING AGREEMENT

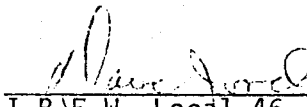
The signatory organizations hereto and the County Negotiating Team, having completed the attached Collective Bargaining Agreement, hereby recommend it for approval by the County Council by Ordinance and for your signature.




 Machinists Local 289



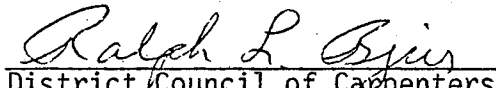
 Operating Engineers Local 302



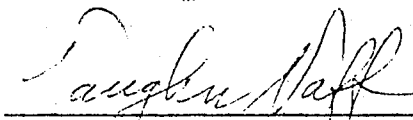
 I.B.E.W. Local 46



 Albert G. Ross, Chairman
 County Negotiating Committee



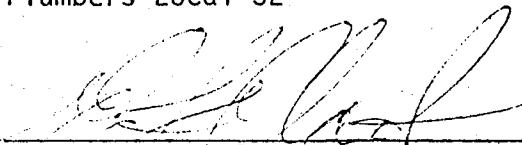
 District Council of Carpenters
 Local 131



 Boilermakers Local 104



 Plumbers Local 32



 Teamsters Local 882

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AGREEMENT BETWEEN
CONSTRUCTION CRAFTS
AND
KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing thereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

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 and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

1 ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

2 Section 1. The County Council recognizes the signatory
3 organization as representing their members whose job classifica-
4 tions are listed in Article VII hereof.

5 Section 2. It shall be a condition of employment that all
6 employees covered by this agreement who are members of the Union
7 in good standing on the effective date of this agreement shall
8 remain members in good standing and those who are not members on
9 the effective date of this agreement shall, on the thirtieth day
10 following the effective date of this agreement, become and remain
11 members in good standing in the Union. It shall also be a condi-
12 tion of employment that all employees covered by this agreement
13 and hired or assigned into the bargaining unit on or after its
14 effective date shall, on the thirtieth day following the begin-
15 ning of such employment, become and remain members in good stand-
16 ing in the 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 bona fide religious tenets or teachings of
20 a church or religious body of which the employee is a member,
21 in which case an amount of money equivalent to regular union
22 dues and initiation fee shall be paid to a non-religious charity
23 or to another charitable organization mutually agreed upon by
24 the public employee affected and the bargaining representative
25 to which such public employee would otherwise pay the dues and
26 initiation fee. The public employee shall furnish proof that
27 such payment has been made.

28 All initiation fees and dues paid either to the Union or

1 or charity shall be for non-political purposes.

2 Section 3. Dues deduction. Upon receipt of written
3 authorization individually signed by a bargaining unit employee,
4 the County shall have deducted from the pay of such employee the
5 amount of dues as certified by the secretary of the signatory
6 organization and shall transmit the same to the treasurer of
7 the signatory organization.

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

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1 ARTICLE III: MANAGEMENT RIGHTS

2 (1) The union recognizes the prerogatives of King County
3 to operate and manage its affairs in all respects in accordance
4 with its responsibilities and powers of authority.

5 (2) King County Management has the right to schedule over-
6 time work as required and consistent with requirements of public
7 employment.

8 (3) It is understood by the parties that every incidental
9 duty connected with operations enumerated in job descriptions
10 is not always specifically described.

11 (4) King County reserves the right to discipline and
12 discharge for just cause. King County reserves the right to lay
13 off personnel for lack of work or funds; or for the occurrence
14 of conditions beyond the control of King County; or when such
15 continuation of work would be wasteful and unproductive. King
16 County shall have the right to determine reasonable schedules of
17 work and to establish the methods and processes by which such
18 work is performed.

19 (5) No policies or procedures covered in this agreement
20 shall be construed as delegating to others or as reducing or
21 abridging the following management responsibility:

- 22 a. The responsibility of the Office of Personnel for
23 determining classification, status and tenure of
24 employees, establishing rules, initiating promotions
25 and disciplinary actions and certifying payrolls.
- 26 b. The responsibility of department heads governed by
27 charter provisions, ordinances, and Administrative
28 Procedures and Rules of Career Service Employees

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which include, but are not limited to the following:

- 1. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- 2. To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons;
- 3. To determine methods, means, and employees necessary for departmental operations;
- 4. To control the departmental budget; and
- 5. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

(6) Nothing in this contract shall be construed to delete, add, or restrict any provision of the King County Charter. Any provision or part thereto of this contract shall be void if found to be in conflict with the King County Charter.

(7) The County will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the union under this contract.

ARTICLE IV: HOLIDAYS

Section 1. All employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Lincoln's Birthday	February 12th
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	December 25th

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

Section 2. 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 preceding Friday.

Section 3. Work performed on holidays shall be paid at one and one-half (1½) times the regular rate in addition to the regular holiday pay.

Section 4. Whenever a holiday occurs during an employee's regularly scheduled day off, such employee shall receive compensation for the holiday on the basis of eight (8) hours of the employee's straight time rate.

Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and on the first of November of each year. These days can be used in the same manner as any vacation day earned.

1 ARTICLE V: VACATIONS

2 Section 1. Regular, full-time employees shall receive
3 vacation benefits as indicated in the following talbe:

4 Years of Continuous Service	Monthly Vaca- tion Credit	Equivalent Annual Vacation Credit	Max. Vacation Accum. Allowed
5 Upon completion of one (1) year of service		(80 hours) 10 days	
6 More than one (1) but less than three (3) years of contin- uous service	(6.66 hours) .833 days	(80 hours) 10 days	(160 hours) 20 days
7 Less than twelve (12) years of continuous service; more than three (3) years of continuous service	(10 hours) 1.25 days	(120 hours) 15 days	(240 hours) 30 days
8 Twelve (12) years or more of continuous service and over	(13.33 hours) 1.66 days	(160 hours) 20 days	(320 hours) 40 days

9 For purposes of this section, one (1) day of vacation pay
10 shall be computed as 1/26 of the employee's annual salary in
11 effect at the time of vacation or upon termination, and for
12 payroll purposes, a year shall be considered to contain 2,080
13 hours. (Thereby annual salary divided by 2,080 will result in
14 the hourly rate for purposes of this section.)

15 Vacation accrual shall date from the first of the month
16 following the month in which the employee commenced such continu-
17 ous service. If such commencement date was the first working day
18 of the month, the year of service for vacation purposes shall date
19 from the first of the month in which the service began.

20 Section 2. After six (6) months of full-time service a
21 regular employee may, at the department head's discretion, be
22 permitted to use up to one-half of the accruing vacation
23

(40 hours) as an essential extension of used sick leave. If an employee does not work a full 12 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

Section 3. The department head shall be responsible for scheduling the vacation of employees in such a manner as to achieve the most efficient functioning of the department of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his paid vacation from the County service.

Section 4. Any person separating from County service who has not taken his earned vacation, if any, shall receive the hourly equivalent of his salary for each hour of earned vacation based on the pay rate in effect for each person on the last day actually worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Chapter II, R.C.W. A person receiving pay in lieu of unused vacation may not be re-employed by King County in any capacity until a number of working days equal to the number of days paid vacation has elapsed following the effective date of separation. Nothing in this section shall be interpreted as preventing a department head from filling a position vacated by separation immediately following the effective date of separation.

1 ARTICLE VI: SICK LEAVE

2 (1) Every regular, full-time employee shall accrue sick
3 leave benefits at the rate of one work day for each month in
4 County service, except that no employee shall earn sick leave
5 credit during a calendar month in which he is absent without
6 authorization or in which he is absent without pay more than
7 three working days.

8 (2) Every employee holding a regular part-time position
9 shall accrue sick leave with pay in proportion to the relation-
10 ship his basic work week bears to forty (40) hours. No such
11 employee shall earn sick leave credit during a calendar month in
12 which he is absent without pay more than 15% of the regularly
13 scheduled working hours for the position.

14 (3) Extra help employees shall not accrue sick leave.

15 (4) Sick leave may be applied to absence caused by illness
16 or injury of an employee. Sick leave may be used for medical,
17 dental, or ocular appointments when absence during working hours
18 for this purpose is authorized by the department head. In any
19 instance involving use of a fraction of days sick leave, the
20 minimum charge to the employee's sick leave account shall be
21 one hour. The department head shall be responsible for control
22 or abuse of the sick leave privilege. The employee may be re-
23 quired to furnish a certificate issued by a licensed physician
24 or other satisfactory evidence of illness to the appointing
25 authority.

26 (5) An employee who enters the service of King County as
27 a regular employee shall begin earning sick leave dating from the
28 first of the month following the month in which the employee

1 commenced continuous service, unless such commencement date was
2 the first working day of a month, in which case, the first day
3 of sick leave accrual shall date from the first of the month in
4 which the service began.

5 (6) Family Care and Death. Not more than three days of
6 sick leave annually may be granted to an employee for absence
7 due to care of or attendance to members of his immediate family
8 when death is imminent. Not more than three days of sick leave
9 may be granted to an employee for each absence due to death of
10 members of his immediate family. In the event a holiday or
11 regular day off falls within the said three days, it shall not
12 be charged to sick leave. Immediate family is defined in
13 Number 10 below.

14 Regular full-time employees shall be entitled to three
15 (3) working days bereavement leave a year due to death of members
16 of their immediate family.

17 (7) Sick leave shall not be used in lieu of vacation, but
18 vacation or compensatory time off may be used in lieu of sick
19 leave, after accrued sick leave has been exhausted.

20 (8) No County employee shall be entitled to sick leave
21 while absent from duty due to the following causes:

- 22 a. Disability arising from any sickness or injury
- 23 purposely inflicted or caused by willful misconduct.
- 24 b. Sickness or disability sustained while on leave of
- 25 absence without pay.
- 26 c. Inability to properly perform required duties
- 27 because of intemperance or intoxication (not to be
- 28 construed as alcoholism).

1 (9) Termination of an employee's continuous service, except
 2 by reason of temporary lay-off for lack of work or funds, shall
 3 cancel all sick leave accrued to the time of such termination.
 4 Should the employee resign in good standing and return to County
 5 employment within one year, he shall have his accrued sick leave
 6 restored. No payment shall be made to any employee for unused
 7 sick leave accumulated to his credit at the time of termination
 8 of employment, regardless of the reason therefore, except as
 9 provided for in Article XVII. The date of termination of employ-
 10 ment shall be considered as the date certified by the department
 11 head as the last day worked and shall not include the equivalent
 12 time involved in any overtime or vacation payoff made at the
 13 time of termination. The provisions of this rule include
 14 termination of service by death.

15 (10) For the purpose of this section, the member of the
 16 immediate family is construed to mean persons related by blood
 17 or marriage or legal adoption as follows: grandmother, grand-
 18 father, mother, father, husband, wife, son, daughter, brother,
 19 or sister of the employee or any relative continually living in
 20 the employee's household. Other distant relatives who have
 21 resided in the home for at least one year shall also be construed
 22 as being members of the immediate family.

23 (11) Hospitalization of a member of the immediate family is
 24 a valid reason for sick leave under the following conditions:
 25 Up to one day's absence may be authorized for the
 26 employee to be at the hospital on the day of an opera-
 27 tion, on the day of the birth of his child or in the
 28 event of critical illness of a member of the immediate
 family.

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(12) Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than with the County of King.

(13) Employees who use sick leave as a result of alcoholism must produce proof of seeking and receiving treatment for alcoholism in a recognized and approved alcoholic treatment center. King County reserves the right to specify the alcoholic treatment center.

1 ARTICLE VII: CLASSIFICATION & WAGE RATES

2 Wage rates shall be in accordance with the job classifica-
3 tions as listed below:

4
5 AUTO. MACH. LU 289

6	<u>Public Works</u>	<u>Per Hour</u>
7	6133 Auto. Mach. I	\$10.8661 (\$11.9527) 2nd shift
8	6127 Machinist	\$10.8661 (\$11.9527) 2nd shift
9	6135 Auto.Mach.II (Foreman)	\$11.2558 (\$12.3813) 2nd shift

10
11 CARPENTERS LU 131

12	<u>Public Works and Facilities</u>	
13	6101 Carpenter I	\$ 9.8061
14	6103 Carpenter II (Foreman)	\$10.3908

15
16 BOILERMAKERS LU 104

17	<u>Public Works</u>	
18	6125 Welder	\$11.0298
19	Welder (Foreman)	\$11.4195

20
21 IBEW LU 46

22	<u>Public Works and Facilities</u>	
23	6121 Electrician I	\$13.0801
24	6123 Electrician II(Foreman)	\$14.2883

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INT. UNION OF OPER. ENGRS. LO 302

Public Works

6046 Equipment Op. I \$10.7649 - \$12.1756 (35 hr)

- Screedman
- Steelroller
- Sweeperman
- Front End Loader (under 2½ yds)
- Bulldozer (under D-9)
- Aggregate Spreader and/or Belt Loader

6047 Equipment Op. II \$10.9364 - \$12.4711 (35 hr)

- Backhoe
- Crane-Truck
- Bulldozer D-9
- Shovel
- Front End Loader (2½ - 4 yds)
- Rotary Snow Plow
- Grader (over 10 tons - Model 12 or similar)
- Refuse Compactor (over 20 tons)
- Tournapull Scraper
- Slope Mower

6021 Oiler Equipment Service \$10.6246

PAINTERS LU 5

Public Works and Facilities

6107 Painter I \$ 9.7124

6111 Sign Painter \$ 9.7124

6112 Striping & Marking Painter \$ 9.7124

6109 Painter II (Foreman) \$10.2970

PLUMBERS LO 32

Facilities

6117 Plumber I \$13.1346

6119 Steamfitter I \$13.1346

TEAMSTERS LU 882

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Construction

6001	Utility Worker	Hire-in \$8.3664	After 6 mos.	\$ 8.7848
6005	Utility Lead			\$10.1025
6007	Utility Worker (Airport)			\$ 9.0733
6021	Garage Service (Outside)			\$10.6246
	Summer Help	\$5.44/hr	No Benefits	

1980 and 1981 rates shall be determined in accordance with the established formula using A.G.C. rates or equivalent where applicable.

1 ARTICLE VIII: HOURS OF WORK & OVERTIME

2 Section 1. Hours of Work.

3 A. The standard work week shall consist of five (5)
4 consecutive standard work days not to exceed eight (8) hours
5 each, and not to exceed forty (40) hours per week, Monday through
6 Friday inclusive.

7 The working hours of each day shall normally be between
8 7:00 a.m. and 5:00 p.m., for which the regular hourly rate shall
9 be paid as set forth in Article VII of this agreement. No
10 employee shall have his work-week schedule altered for the
11 purpose of avoiding the payment of overtime. No employee shall
12 be required to work on his scheduled day off in lieu of his
13 scheduled work day. Nothing herein shall be construed as meaning
14 that any employee shall receive overtime pay for Saturday or
15 Sunday work unless such work is performed according to Section IV
16 of this Article.

17 B. On a multiple shift operation with the first shift
18 starting time no later than 7:00 a.m., eight (8) hours of
19 continuous employment, exclusive of lunch period, shall constitute
20 a full shift. The pay for such full shift shall be eight (8) times
21 the basic hourly rate as set forth in Article VII. On the second
22 shift, commencing no later than 3:30 p.m., eight (8) hours of
23 continuous employment, exclusive of lunch period, shall constitute
24 a full shift and shall be paid for at eight (8) times the regular
25 hourly wage rate plus ten percent (10%) as set forth in
26 Article VII.

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Section 2. Schedules. The supervisors and foremen may change the scheduled hours and provide special schedules for special operations, such as snow removal, flood control, and sanding operations, and other special schedules such as watchmen or other personnel on special activities.

Section 3. Special Schedules. Normally at least eight (8) hours advance notice shall be given the employee prior to the commencement of a special schedule or shift change, except in the case where snow removal, flood control, or sanding operations may be anticipated, in which case an "alert" or "standby" status advance warning is sufficient.

Section 4. Overtime.

A. Employees on a five (5) day schedule shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this agreement (in addition to the holiday pay therefore).

B. There shall be no practice of compensatory time off except by written mutual agreement between the employee and the employer. In accordance with State Law all requests for compensatory time in lieu of cash payment for overtime must be initialed by the employee. Compensatory time shall be earned at the rate of one and one-half (1½) times the regular rate.

C. All overtime shall be authorized in advance by the department head or his designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew.

1 D. Call-Out: A minimum of four (4) hours at overtime
2 rate shall be allowed for each call-out. Where such overtime
3 exceeds four (4) hours, the actual hours worked shall be
4 allowed at overtime rates.

5 E. Emergency Work: Emergency work at other than the normal
6 scheduled working hours, or special scheduled working hours not
7 enumerated in this Article shall be credited as such, and will
8 be compensated as overtime. In the event this overtime work is
9 accomplished prior to the normal working hours and the employee
10 subsequently works his regular shift, his regular shift shall be
11 compensated at regular time.

12 Section 5. Standby. Employees assigned to standby status
13 on non-duty days, by written authority of the Division Manager,
14 shall be entitled to four (4) hours pay at the overtime rate
15 (1½ pro rata). Any work performed on non-duty days while on
16 standby status shall be compensated at the overtime rate for
17 actual time worked.

18 Section 6. Shift Selection. "In multiple shift operations,
19 bargaining unit seniority shall govern in shift selection,
20 provided however that the employee must be capable of performing
21 the work required of the position. When a vacancy occurs in
22 either shift, employees will also be allowed a choice based
23 upon bargaining unit seniority" and capability of performing
24 the work of the vacant position.

ARTICLE IX: MEDICAL, DENTAL & LIFE PLAN

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King County presently has in effect group medical, dental, and life insurance plans for its employees, and agrees to maintain participation in the plans as determined by the insurance committee or its successor.

1 ARTICLE X: MISCELLANEOUS

2
3 Any employee elected or appointed to a union office which
4 requires a part or all of his time shall be given leave of
5 absence without pay upon application.
6

7 All employees who have authorization to use their own
8 transportation on County business shall be reimbursed at
9 the curent rate of fifteen (15) cents per mile.
10

11 All County Road and River Improvement employees shall
12 be allowed pay from time of reporting to a designated head-
13 quarters and shall end when employee returns from the field to
14 such headquarters.
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16 Seniority lists, established in accordance with the
17 provisions of Article XII: Seniority, shall be posted in the
18 applicable work areas twice each year.
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1 ARTICLE XI: SETTLEMENT OF DISPUTES

2 The right to process and settle grievances is wholly, to
3 the exclusion of any other means available, dependent upon the
4 provisions of this article. The Union and Employer agree to act
5 promptly and fairly in all grievances.

6 Definition: The term "Board" and/or "Board of Adjustment"
7 as used in the Article shall be limited in its use as set forth
8 in Step 2 hereof and shall not be construed so as to mean the
9 "King County Personnel Board".

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

12
13 The Union shall not be required to press employee grievances
14 if, in the Union's opinion, such lack merit. With respect to
15 the processing, disposition and/or settlement of any grievance,
16 including hearings and final decision of Boards of Adjustment
17 and/or Arbitrators, the Union shall be the exclusive representa-
18 tive of the employee(s) covered.

19 Employees, whether Union members or not, shall have no
20 independent unilateral privilege or right to invoke grievance
21 procedures or to complain against the Union for failing or
22 refusing to do so unless the Union is guilty of arbitrary or
23 wrongful conduct and/or bad faith in its responsibilities of fair
24 representation.

25
26 The processing, disposition and/or settlement by and
27 between the Union and the Employer of any grievance or other
28 matter shall, except as in the preceding paragraph provided, be

1 absolute and final and binding on the Union and its members, the
2 employee(s) involved and the Employer. Likewise, as to hearings
3 and the final decisions of a Board of Arbitration.

4
5 A Board of Arbitration shall have no power to add to or
6 subtract from or to disregard, modify or otherwise alter any
7 terms of this or any other agreement(s) between the Union and
8 Employer or to negotiate new agreements. Board and/or Arbitrator
9 powers are limited to interpretations of an a decision concerning
10 appropriate application of the terms of this Agreement or other
11 existing pertinent agreement(s), if any. Board and Arbitrator
12 decisions shall be subject to provisions of applicable existing
13 laws, including Court and NLRB decisions, and executive or
14 administrative orders and/or regulations. Executive or adminis-
15 trative policies shall also prevail unless in conflict with this
16 Agreement.

17 Failure to abide the final decision of a Board or Arbitrator
18 shall be a violation of this Agreement. The Union or Employer
19 may, if deemed expedient, seek Court enforcement of any final
20 decision of a Board or Arbitrator. If either the Employer or
21 Union fails, refuses or neglects to abide a final decision of
22 a Board or Arbitrator, the Employer or Union may take any lawful
23 economic action deemed advisable either in lieu of seeking Court
24 enforcement or contemporary therewith.

25
26 STEP ONE. Should a matter coming to the knowledge of the
27 Union or Employer, give rise to a grievance, such shall be sub-
28 mitted to the Union, by the Employer, or to the Employer by

1 the Union, within ten (10) days. The submission must be in
2 writing. The Union and Employer shall thereafter forthwith
3 diligently seek to reach a fair informal settlement within three
4 (3) working days of this submission.

5
6 STEP TWO: If an informal settlement is not reached pursuant
7 to the three day provision of Step One, the matter shall, there-
8 after, within ten (10) days, be submitted, in writing, to the
9 Union by the Employer or to the Employer by the Union with a
10 request for a Board of Adjustment hearing. Within five (5)
11 days of this submission and request the Board shall be created.
12 Such shall consist of two appointees by the Union and two by the
13 Employer. The Board shall have, except as herein otherwise
14 provided, jurisdiction for the duration of the grievance. Com-
15 pensation costs, fees or other remuneration, if any, for Board
16 members must be derived solely from the appointing party. Board
17 members, by acceptance of their appointments, agree to the
18 provisions of this Article.

19
20 STEP THREE. The Board must hold hearing within ten (10)
21 days of its creation. The hearing shall not be public. The
22 Union and the Employer may be represented as desired and each
23 may have a reporter, if desired.

24
25 The Union and Employer shall each have the privilege of
26 making an opening statement, such may be oral or typewritten
27 and may be made by Board members. The Union and Employer must
28 be accorded a fair and reasonable opportunity to be heard, present

1 evidence, both documentary, including affidavits, and oral by
 2 Board members or others and also afforded liberal examination
 3 and cross-examination privileges in order to fully and accurately
 4 develop the facts. The Employer shall, when requested by a
 5 Board member and when practicable, make employees available
 6 as witnesses without loss of pay. Witnesses shall be free of
 7 restraint, interference, coercion, discrimination or reprisal.
 8 The Board may, from time to time, by majority vote, provide
 9 reasonable continuances and postponements of the hearing(s)
 10 as deemed appropriate.

11
 12 If the Board is able to reach a majority decision it shall
 13 within fourteen (14) days of termination of the hearing(s) render
 14 a final typewritten decision. Such shall be dated and subscribed
 15 by all concurring Board members and a notation made of the dis-
 16 senter, if any. The decision shall contain orderly and concise
 17 Findings of Fact. Copies, in duplicate, of all final decisions
 18 shall be forthwith forwarded to the Union and Employer and the
 19 original shall be delivered to the Union for filing and preserva-
 20 tion.

21
 22 In the event of death or other disqualification or unavail-
 23 ability of a member of the Board of Adjustment, a replacement
 24 may be made consistent with initial appointment provisions.

25
 26 STEP FOUR: If within two (2) working days of termination
 27 of the hearing(s) provided in Step Three, the Board has failed
 28 to agree on disposition, the matter may, by majority vote of

1 the Board, be submitted to Arbitration. If the Board agrees on
2 arbitration it may, by majority vote, select an Arbitrator. The
3 Employer and Union may not take economic action commensurable
4 with arbitration. If agreement to arbitrate is not reached
5 or, if reached, the Board is unable to agree upon an Arbitrator,
6 The Union and/or Employer may take any lawful economic action
7 deemed expedient. EXCEPTION: Matters involving discharges,
8 not otherwise settled, must be submitted to arbitration.

9
10 STEP FIVE: If a majority of the Board agree on arbitration
11 and select an Arbitrator, then within ten (10) days of his selec-
12 tion, unless otherwise agreed, the Arbitrator shall hold a
13 hearing. The hearing shall not be public. The Arbitrator shall
14 afford the Union and the Employer liberal rights to present
15 evidence, exhibitory, documentary (including affidavits) and by
16 witnesses, and to examine and cross-examine witnesses. The Union
17 and Employer may be represented as individually desired and
18 reporters with or without recorders, may be present. Upon the
19 Arbitrator's or Union's request or Employer's desire, and when
20 practicable, the Employer shall make employees available as
21 witnesses. All employee witnesses shall be free of restraint,
22 interference, coercion, discrimination or reprisal, and, in
23 wages, shall be kept whole. The Arbitrator's jurisdiction shall
24 endure to final decision, except as herein otherwise provided.

25
26 STEP SIX: At the conclusion of the hearing(s) an oral
27 decision may be rendered. Within fourteen (14) days of the
28 termination of the hearing(s) the Arbitrator shall render his

1 final typewritten decision which shall be dated and which shall
2 include orderly and concise Findings of Fact. Copies of the
3 final decision shall, in duplicate, be furnished the Union and
4 Employer and the original shall be delivered to the Union for
5 filing and preservation. The Arbitrator shall have power to
6 and may, from time to time, provide reasonable continuances and
7 postponements of the hearing(s) as deemed appropriate or as
8 agreed by the Union and Employer.

9 Fees for Arbitrator shall be shared equally by the Union
10 and Employer. If the Union and Employer agree that a shorthand,
11 stenotype or other report should take the proceedings, the costs
12 incidental thereto shall be shared equally and each shall have
13 access to the record. If the Union or Employer provide their
14 own separate means for recording the proceedings such shall
15 not, as a matter of right, be available to the other.

16 In the event of death or other disqualification or unavail-
17 ability of the Arbitrator, a replacement may be made consistent
18 with initial Arbitrator appointment provisions and, in such
19 event, no fee shall be due the displaced Arbitrator.

20 Arbitrators agree, by accepting the position of Arbitrator,
21 to abide and be bound by the provisions of this Article.
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ARTICLE XII: SENIORITY

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- 1) a. Seniority is defined as total length of service with King County, subject to conditions set forth in the agreement.
- b. Departmental Seniority is defined as total length of service within the Department.
- c. Bargaining Unit Seniority is defined as total length of service within the departmental bargaining unit.
- d. Bumping Rights are those rights exercised by more senior employees over less senior employees in matters restricted to job retention within the departmental bargaining unit.
- 2) In the event of reduction-in force, bargaining unit seniority shall have greater weight than departmental seniority.
- 3) Where two or more employees have the same seniority within the bargaining unit, then departmental and, if required, King County seniority shall apply.
- 4) a. An employee shall be entitled to bargaining unit seniority when such employee shall have completed a probationary period of six (6) consecutive months in a bargaining unit covered by this agreement.
- b. Seniority shall date back to the beginning of the six (6) month probationary period, upon completion of same.
- c. Employees laid off during their six (6) month probationary period may be recalled to bargaining unit work within ninety (90) calendar days of their lay-off; and, thereupon, they shall be credited with all days previously worked for purposes of computing bargaining

- 1 unit seniority as set forth in paragraph 4 b) hereof.
- 2 5) Seniority rights shall be forfeited for either of the follow-
- 3 ing causes:
- 4 a. Discharge for any justifiable cause.
- 5 b. Resignation; except, that if an employee having com-
- 6 pleted the six (6) months probationary period is
- 7 rehired within the bargaining unit within twelve (12)
- 8 months of termination or resignation, that employee
- 9 shall be credited with bargaining unit seniority credits
- 10 existing on the last day worked.
- 11 6) Employees shall not suffer a loss of bargaining unit senior-
- 12 ity rights or accumulation of same during absence caused by
- 13 industrial disability. An employee who is unable to work
- 14 because of a non-work related injury or illness shall not
- 15 accumulate seniority during such absence after that absence
- 16 exceeds his service credits relative to sick leave and
- 17 vacation benefits.
- 18 7) Employees on an approved leave of absence without pay shall
- 19 not accumulate seniority credits during such absence.
- 20 8) When an employee is, or has been promoted or transferred
- 21 from the bargaining unit to another job so as to be excluded
- 22 from coverage by this agreement, such employee may be
- 23 returned to the unit by the County and he shall resume his
- 24 seniority which he has as of the date of promotion or
- 25 transfer; except that such employees outside of the bargain-
- 26 ing unit in excess of six (6) months shall not have bargain-
- 27 ing unit division seniority restored upon their return to
- 28 the bargaining unit.

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9) Employees laid off shall be recalled in the inverse order of layoff; namely, those laid off last will be recalled first.

1 ARTICLE XIII: EQUAL EMPLOYMENT OPPORTUNITY
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3 The employer or the union shall not discriminate against
4 any individual with respect to compensation, terms, conditions,
5 or privileges of employment because of race, color, religion,
6 nation origin, age or sex, except as otherwise provided by law.
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1 ARTICLE XIV: SAVINGS CLAUSE
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3 Should any part hereof or any provision herein contained
4 be rendered or declared invalid by reason of any existing or
5 subsequently enacted legislation or by any decree of a court
6 of competent jurisdiction, such invalidation of such part or
7 portion of this agreement shall not invalidate the remaining
8 portions of this agreement hereof; provided, however, upon such
9 invalidation the parties agree immediately to meet and negotiate
10 such parts to provisions affected. The remaining parts or
11 provisions shall remain in full force and effect.
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ARTICLE XV: WORK STOPPAGES AND EMPLOYER PROTECTION

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Section 1. The employer and the signatory organization 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 signatory organization 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 bonafide, or other interference with County functions by employees under this agreement and should the same occur, the signatory organization 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. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.

Section 2. Upon notification in writing by the County to the signatory organization that any of its members are engaged in a work stoppage, the signatory organization 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 signatory organization shall publicly

1 order such signatory organization employees to cease engaging
2 in such a work stoppage.

3 Section 3. Any employee who commits any act prohibited
4 in this section will be subject in accord with the County's
5 Work Rules to the following action or penalties:

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

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ARTICLE XVI: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, the County and the signatory organization, for the duration of this agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this agreement.

1 ARTICLE XVII: UNUSED SICK LEAVE

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3 King County will reimburse those employees who have at
4 least five (5) years service and retire as a result of length
5 of service, or who terminate by death, twenty-five percent (25%)
6 of their unused sick leave to a maximum of thirty (30) days.
7 All payments shall be made in cash, based on employees base
8 rate, and there shall be no deferred sick leave payments.
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1 ARTICLE XVIII: UNEMPLOYMENT COMPENSATION

2
3 King County will maintain a self-insured form of unemploy-
4 ment compensation. The Unemployment Compensation will meet the
5 following criteria:

- 6 1. Provide coverage for all full-time regular employees who
- 7 have completed their probationary period: except that the
- 8 foregoing does not include limited term employees.
- 9 2. Coverage will apply only to those employees who are
- 10 laid off as a result of a reduction in work or funds.
- 11 3. Employees who are receiving compensation under this program
- 12 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
- 15 only (no extended benefits).
- 16 5. Employees who receive benefits under any other unemployment
- 17 compensation program shall not be eligible to receive
- 18 benefits from the King County self-insured program.

19 In the event of legislation being enacted that would require
20 King County to participate in a State regulated unemployment
21 compensation plan, the provisions of this Article will become
22 null and void.

1 ARTICLE XIX: EFFECTIVE DATE AND DURATION
2

3 Section 1. This agreement shall be effective commencing
4 January 1, 1979, and shall continue in force and effect through
5 December 31, 1981.

6 Section 2. Except by mutual written agreement, termina-
7 tion of this Agreement must, to the exclusion of all other
8 methods, be perfected by giving written "Notice of Termination"
9 not later than sixty (60) nor more than ninety (90) days prior
10 to the expiration date, whereupon the contract shall, on its
11 expiration date, terminate. Effective termination eliminates
12 automatic renewal.

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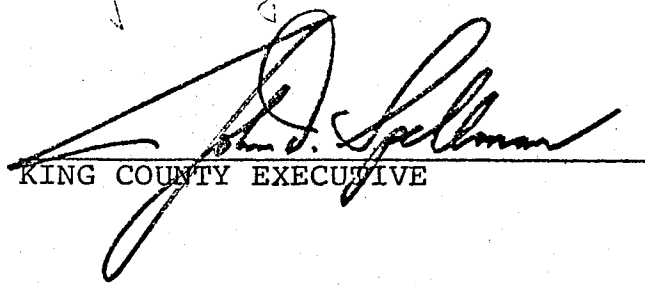
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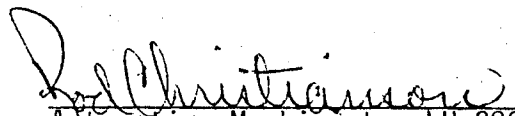
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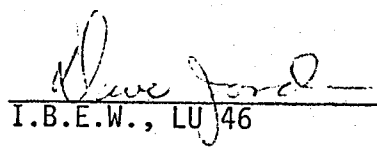
Section 3. Any "Notice of Opening" or "Notice of Termination" given less than sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

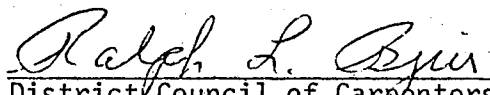
APPROVED this 29th day January, 1979.

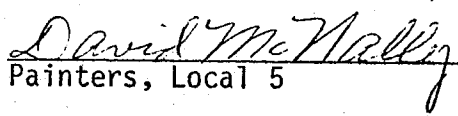

KING COUNTY EXECUTIVE

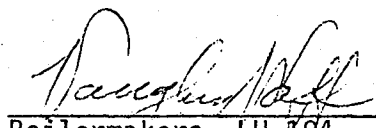
SIGNATORY ORGANIZATIONS:

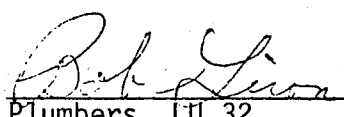

Automotive Machinists, LU 289

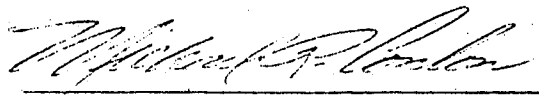

I.B.E.W., LU 46

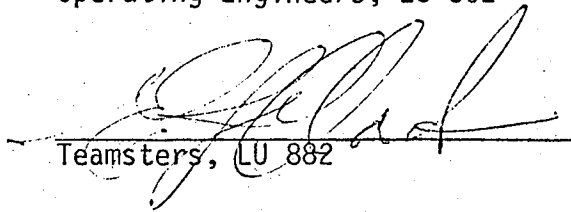

District Council of Carpenters,
LU 131


Painters, Local 5


Boilermakers, LU 104


Plumbers, LU 32


Operating Engineers, LU 302


Teamsters, LU 882

MEMORANDUM OF AGREEMENT

BETWEEN

KING COUNTY

&

OPERATING ENGINEERS, LOCAL 302

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5 This agreement shall become effective January 1, 1979, and
6 shall continue in effect until midnight December 31, 1981, and
7 establishes working conditions for Solid Waste Division
8 Operating Engineers assigned to a seven (7) on/seven (7) off
9 schedule that differs from the construction crafts agreement.
10 In the event that the Solid Waste Division abandons the seven (7)
11 on/seven (7) off schedule, then the provisions of this
12 memorandum of agreement shall become null and void.

13 1. RE: ARTICLE V: VACATIONS

14 For purposes of this agreement one (1) vacation
15 day shall be charged as (10) hours of vacation.

16 2. RE: ARTICLE VI: SICK LEAVE

17 For purposes of this agreement one (1) day of sick
18 leave shall be charged as ten (10) hours of sick
19 leave.

20 3. RE: ARTICLE VIII: HOURS OF WORK AND OVERTIME

21 The standard work schedule shall consist of seven (7)
22 consecutive work days of ten (10) hours each, exclusive
23 of lunch periods, followed by seven (7) days off.

24 The working hours of each day shall normally be
25 between the hours of 7:00 a.m. and 8:00 p.m.,
26 (ten (10) consecutive hours exclusive of lunch
27 periods), for which the regular hourly rate
28 shall be paid as set forth in Article VII.

Employees shall be required to work beyond ten (10)
hours a day at the direction of their supervisor,
and shall be compensated at the rate of time and
one-half (1½) for all time so worked.

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Employees called back to work on their regular day off will be paid at straight time for all hours worked, except that if the employee is required to work beyond the standard ten (10) hour shift, he will be compensated at time and one-half (1½) for time so worked.

4. RE: ARTICLE IV: HOLIDAYS

Employees on a "seven-on seven-off" work schedule shall not be entitled to holidays and holiday pay as set forth for employees on a regular five-on two-off schedule and in lieu thereof shall be entitled to three (3) holidays without reduction in pay, namely Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25) and New Year's Day (January 1).

5. SCOPE OF AGREEMENT

All other provisions of the Construction Crafts Agreement not expressly amended by this memorandum of agreement shall apply and have full force and effect as though they were part of this memorandum.

DATED THIS 30th day of January, 1979.

Robert G. Ross
King County
Division of Personnel

Michael J. ...
Operating Engineers, Local 302