

October 14, 1992

INTRODUCED BY: CYNTHIA SULLIVAN

PROPOSED NO. 92-828

ORDINANCE NO. 10660

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Teamsters, Local 117, representing employees in the Department of Stadium Administration and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

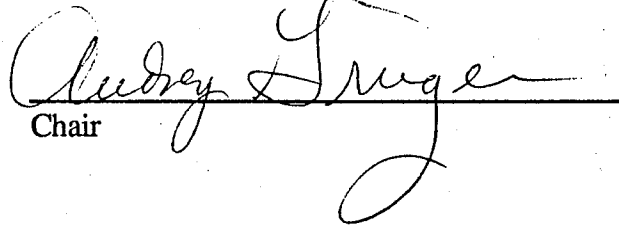
SECTION 1. The collective bargaining agreement negotiated between King County and Teamsters, Local 117, representing employees in the department of stadium administration and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1992 through and including December 31, 1994.

INTRODUCED AND READ for the first time this 9th day of November, 19 92

PASSED this 7th day of December, 19 92.

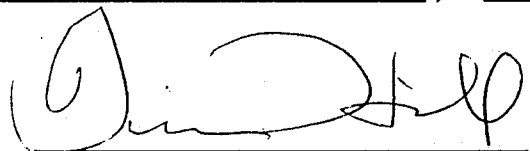
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

APPROVED this 9th day of December, 19 92.

  
King County Executive

Ordinance/Motion No. \_\_\_\_\_

Title: Collective Bargaining Agreement - Teamsters Local 117 - Stadium Event Personnel

Affected Agency and/or Agencies: Stadium Administration

Term of Agreement: January 1, 1992 through December 31, 1994

Note Prepared by: Stephen W. Robinson, Labor Relations Specialist II

Note Reviewed by: Craig Soper, Budget Supervisor

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Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Code	Revenue Source	1st Year	2nd Year	3rd Year	4th Year
Total						

Expenditures from:

Expenditures from:			1992	1993	1994
Fund Title	Code	Department	1st Year	2nd Year	3rd Year
Stadium	4480	Stadium Admin.	76,239	127,303	253,453
<b>TOTAL</b>			<b>76,239</b>	<b>127,303</b>	<b>253,453</b>

Expenditure by Categories:

Salaries & Benefits	76,239	127,303	253,453
Supplies & Services			
Capital Outlay			
Other			
<b>TOTAL</b>	<b>76,239</b>	<b>127,303</b>	<b>253,453</b>

FISCAL NOTE

10660

**Ordinance/Motion Title:** Collective Bargaining Agreement, Teamsters Local 117 - Stadium Event Personnel

**Affected Agency/Agencies:** Department of Stadium Administration

**REVENUE IMPACT:**

Was revenue estimate included in current years budget? N/A

Assumptions used in estimate revenue impact include:

**Expenditure Impact:**

Was expenditure anticipated in current years budget?    

Assumptions used in estimating expenditure include:

1991 Base \$2,248,323

Conversion wks to Stadium Laborers  
8400 hrs. @ .37¢ hr.        \$3,108

Executive Suite Ticket Taker  
1000 hrs. @ .29¢ hr.        \$ 290

Meal \$4.50 to \$5.50 750 @ \$1    \$ 750

PERS & FICA @ 14%  
(Majority of staff do not  
qualify for PERS)

1992        COLA        2.79%  
1993        COLA        2.61%  
1994        COLA @     4%

1992 Base \$2,315,199

1993 Base \$2,375,626

1994 Base \$2,470,651

Costs computed form 1991 base.

AGREEMENT BETWEEN  
COUNTY OF KING, WASHINGTON  
AND  
TEAMSTERS, LOCAL 117 - STADIUM EVENT PERSONNEL

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1 AGREEMENT BETWEEN  
2 COUNTY OF KING, WASHINGTON  
3 AND  
4 TEAMSTERS, LOCAL 117 - STADIUM EVENT PERSONNEL

5 This Agreement is between the County of King, Washington (hereinafter referred to as  
6 the County) and Teamsters, Local 117 (hereinafter referred to as the Union) for the purpose of  
7 setting forth the mutual understanding of the parties as to wages, hours and other conditions of  
8 employment of those employees for whom the County has recognized the Union as the exclusive  
9 bargaining representative pursuant to letters of recognition dated April 22, 1976.

10 PREAMBLE

11 The County and the Union agree that the efficient and uninterrupted performance of  
12 Stadium functions is a primary purpose of this Agreement, as well as the establishment of fair  
13 and reasonable compensation and working conditions for employees. This Agreement has been  
14 reached through the process of collective bargaining with the objective of serving the  
15 aforementioned purposes and with the further objective of fostering effective cooperation  
16 between the County and its employees. Therefore, this Agreement and the procedures which it  
17 establishes for the resolution of differences is intended to contribute to the continuation of good  
18 employee relations and to be in all respects in the public interest.  
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AGREEMENT BETWEEN  
TEAMSTERS, LOCAL 117  
AND KING COUNTY - STADIUM EVENT

**ARTICLE 1: UNION RECOGNITION AND BARGAINING UNIT**

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

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

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

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

1 ARTICLE 2: WAIVER AND COMPLETE AGREEMENT

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

1 ARTICLE 3: MANAGEMENT RIGHTS

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

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1 ARTICLE 4: ADMINISTRATION

2       **Section 1.** Union representatives shall be permitted to visit the operations covered herein  
3 for the purpose of observing conditions under which employees are working, provided such visit  
4 shall not interrupt the work of such employees. The parties agree to hold meet and confer  
5 sessions when necessary to discuss issues of mutual concern.

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

11       **Section 3.** Employees who have indicated availability for work and refuse work  
12 assignments will be terminated after the second refusal. Failure to report (no show) notices will  
13 be sent to the employee within seven (7) working days after a recorded instance with copy to the  
14 shop steward. Failure to report for two (2) work assignments in a twelve (12) month period  
15 shall be cause for termination.

1 ARTICLE 5: CLASSIFICATIONS, WAGES AND HOURS

2 Section 1. Wages and hours of work for the various classifications for 1992 shall be as  
3 set forth in Addendum A attached to this contract and by this reference made a part hereof.

4 Employees shall be categorized under two (2) different designations, as follows:

- 5 (A) "5-hour" employees shall be defined as employees who are hired to work an event  
6 with a 5-hour minimum guarantee.
- 7 (B) "4-hour" employees shall be defined as employees who are hired to work an event  
8 with a 4-hour minimum guarantee.
- 9 (C) Wage rates set forth in Addendum "A" shall be effective January 1, 1992.

10 Section 2. Effective 1-1-93, wages in effect on 12-31-92 shall be increased by a  
11 percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September 1991-  
12 September 1992 base year, provided, however, that the amount produced by application of the  
13 forgoing shall not be less than 2% nor greater than 6%.

14 Section 3. Effective 1-1-94, wages in effect on 12-31-93 shall be increased by a  
15 percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September 1992-  
16 September 1993 base year, provided, however, that the amount produced by application of the  
17 forgoing shall not be less than 2% nor greater than 6%.

18 Section 4. The County and the Union agree to conduct a market survey of classifications  
19 covered by this agreement in 1994. The results of the survey will be published by June 1, 1994.  
20 This survey will serve as the basis for wage negotiations in the 1995-1998 labor agreement.

21 Section 5. The County may adopt an awards program for employees represented by this  
22 agreement.

1 ARTICLE 6: WORKING CONDITIONS

2 Section 1.

- 3 (a) The County agrees to furnish and maintain uniforms for its event employees,  
4 except sweepers, without cost to the employees. The shirts shall not be  
5 considered part of the uniform and, if they are furnished, will be solely at the  
6 discretion and convenience of the County, provided however, summer shirts shall  
7 be provided and considered part of the uniform. Summer shirts to be worn by  
8 ushers for all baseball games. Management will consult with departmental shop  
9 stewards for uniform input on other events, as dictated by weather. Parties agree  
10 that all members of a department who work in close proximity will be dressed  
11 alike.
- 12 (b) Protective clothing will be provided when conditions warrant.
- 13 (c) Rain gear will be provided for all event employees required to work in inclement  
14 weather.
- 15 (d) The County shall maintain suitable dressing and break quarters for the use of the  
16 employees covered herein.
- 17 (e) Adequate restroom and locker room facilities shall be provided for all employees.
- 18 (f) Employees shall be allowed a fifteen (15) minute rest period during each four (4)  
19 hour shift or major portion thereof.
- 20 (g) Employees who are required to work in excess of eight (8) hours per shift shall be  
21 compensated an additional \$5.50 in lieu of a meal.
- 22 (h) Leaves of Absence - Employees within the bargaining unit represented by the  
23 Union shall be granted the privilege of maintaining a position on the "call list" for  
24 a period of one hundred twenty (120) days if they are to be absent from the  
25 County for the above stated period of time; providing they have notified the  
26 Operations Manager or designated representative, in writing, of their absence.
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1 Employees shall be granted Military Leave, Medical Leave and Industrial Injury  
2 Leave in accordance with existing State Statutes.

3 Section 2. The employer agrees to post in a conspicuous place notices of available  
4 promotions. Candidates for such higher positions shall be selected on the basis of experience,  
5 availability and capability. A promotion is considered to be a move from a four-hour minimum  
6 position to a five-hour minimum position, either permanent or temporary. Management reserves  
7 the right to fill such 5 hour position on an as needed basis in the event of an emergency due to  
8 unscheduled absences.

9 Section 3. The employer agrees that employees with the most seniority shall have first  
10 option to transfer from an outside position to an inside position if available and if the employee  
11 is capable of performing the work of the position.

1 ARTICLE 7: GRIEVANCE PROCEDURE

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

11       Section 2. A grievance shall be verbally presented by the aggrieved employee and union  
12 steward, if the employee wishes, within ten (10) calendar days of the occurrence of such  
13 grievance to the employee's immediate supervisor. The supervisor shall gain all relevant facts  
14 and shall attempt to adjust the matter and notify the employee within five (5) calendar days. A  
15 grievance may be presented to the Event Officer if the employee's immediate supervisor is the  
16 subject of the grievance. If a grievance is not pursued to the next higher level within five (5)  
17 calendar days, it shall be presumed resolved.

18       Section 3. Any grievance or dispute as defined under Section 1 herein above shall be  
19 reduced to written form by the charging party and presented to the other party's authorized  
20 representative. Thereafter, a representative of the County, selected by the latter, shall meet with  
21 an authorized agent of the Union, selected by the Union, in an attempt to resolve the dispute to  
22 the charging party's satisfaction. The dispute shall, upon the request of either party, be referred  
23 to an impartial arbitrator for a final and binding decision. In the event the parties are unable to  
24 agree upon the selection of such impartial arbitrator within ten (10) days, upon request of either  
25 party, an arbitrator shall be selected from a list of prospective arbitrators submitted by the  
26 American Arbitration Association.

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Section 4. An arbitrator's decision shall be final and binding on both parties, it being agreed that said arbitrator shall have no powers to add to or subtract from the provisions herein, and that the laws of the State of Washington shall be controlling at all times.

Section 5. All expenses of any arbitrator shall be borne equally by the County and the Union.

1 ARTICLE 8: PREVAILING RATES FOR SUBCONTRACTORS

2           In the event the County decides to contract out to a private employer any of the work of  
3 the classifications herein covered for public events, it is agreed that such contracting of said  
4 work shall be made by the County only to contractors or employers whose employees are paid  
5 the prevailing rates.  
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1 ARTICLE 9: NO STRIKE

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

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

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1 ARTICLE 10: SAVINGS CLAUSE

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

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ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY

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, marital status, sexual orientation, age, sex or mental, physical or sensory handicap, except as otherwise provided by law.

1 ARTICLE 12: HOURS OF WORK, OVERTIME AND PREMIUM PAY

2 Section 1.

- 3 (a) Employees called to work an event, and who are Category 1 employees as  
4 defined in Article V, shall be paid a minimum of five (5) hours at the straight  
5 time rate of pay, except employees who are called and who are not assigned when  
6 they report for work, shall be paid a minimum of two (2) hours at the regular  
7 straight time rate of pay.
- 8 (b) Employees called to work an event, and who are Category 2 employees as  
9 defined in Article V, shall be paid a minimum of four (4) hours at the straight  
10 time rate of pay; except employees who are called and who are not assigned when  
11 they report for work, shall be paid a minimum of two (2) hours at the regular  
12 straight time rate of pay.
- 13 (c) Employees will be provided with a two-week written notice for work assignments  
14 for major events and must work the days that they indicate they are available or  
15 suffer the consequences under Article 4, Section 3.

16 Section 2. Employees who are required to work in excess of forty (40) hours in any one  
17 work week (Monday through Sunday) shall receive one and one-half (1 1/2) times the applicable  
18 straight time rate of pay for all hours worked in excess of forty hours. Employees who are  
19 required to work beyond eight hours in one shift between midnight to midnight (24-hour period)  
20 shall receive one and one-half (1 1/2) times the applicable straight time rate of pay for all hours  
21 in excess of eight unless during the 24-hour period they are given a minimum two-hour break  
22 between the two scheduled shifts.

23 Section 3. Employees shall be paid time and one-half their regular hourly rate for all  
24 work performed in connection with the Stadium for the following events, inclusive:

- 25 (a) Professional Baseball Championship Playoff Games, World Series Games and  
26 All-Star Games.
- 27 (b) Professional Football Championship Playoff Games.
- 28

- (c) Professional Basketball Championship Playoff Games, World Championship Games and All-Star Game.

Section 4. 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.

Section 5. Effective September 1, 1992, employees assigned the duties of a higher classification shall be compensated at the pay rate of the higher classification for all time while so assigned.

Section 6.

- (a) 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.
- (b) For work performed on Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day, employees shall be compensated at the rate of one and one-half times their regular hourly rate.


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ARTICLE 13: EFFECTIVE DATE AND DURATION

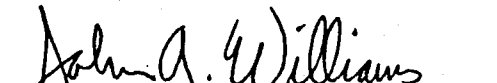
Section 1. This Agreement shall be effective January 1, 1992, and shall continue in full force and effect through December 31, 1994.

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 its expiration date, terminate.

APPROVED this 14<sup>th</sup> day of October, 1992.

  
\_\_\_\_\_  
King County Executive

SIGNATORY ORGANIZATION:

  
\_\_\_\_\_  
Teamsters - Local 117

cba4:c-117st

ADDENDUM A

<u>LU 117 - STADIUM</u>		1992
<u>GR. 1 - 5 Hr. Min.:</u>	<u>Per Hr.</u>	<u>Min. Guar.</u>
Head Usher	12.18	60.90
Head Ticket Taker	10.05	50.25
Usher Captain	8.40	42.00
Gate Captain	8.40	42.00
Head Dome Attendant	9.40	47.00
L/Dome Attendant	8.94	44.70
Head Wardrobe Attendant	7.53	37.65
Wardrobe Attendant	7.17	35.85
Lead Sweeper	8.94	44.70
Parking Lot Captain	9.56	47.80
Parking Supervisor	10.26	51.30
<u>GR. 2 - 4 Hr. Min.:</u>		
Parking Lot Cashier	7.93	31.72
Parking Lot Attendant	7.17	28.68
Usher	6.35	25.40
Arena Director	7.30	29.20
Director	6.79	27.16
Ticket Taker	7.00	28.00
Executive Suite Ticket Taker	7.30	29.20
Ticket S/Gen.	7.70	30.80
PBX Operator	6.79	27.16
Elevator Operator	6.79	27.16
Dome Attendant	6.68	26.72
On-Call Sweepers (includes 10% pay in lieu of benefits)	7.78	31.12
Sweeper	6.68	26.72
T/S Rsvd.	9.97	39.88
Press Box Attendant	7.17	28.68
Money Counter	10.46	41.84
Stadium Laborer/ <u>Conversion Worker</u>	8.75	35.00