

August 26, 1998
13000198

Introduced By: LARRY PHILLIPS
Greg Nickels

Proposed No.: 98-529

ORDINANCE NO. **13266**

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AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and International Brotherhood of Teamsters, Local 117 (Stadium Event), representing employees at the Kingdome; 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 International Brotherhood of Teamsters, Local 117 (Stadium Event), representing employees at the Kingdome and attached hereto is hereby approved and adopted by this reference made a part hereof.

1 SECTION 2. Terms and conditions of said agreement shall be effective from
2 August 1, 1998 through including July 31, 2001.

3 INTRODUCED AND READ for the first time this 31st day of August, 1998.

4 PASSED by a vote of 9 to 0 this 14th day of September,
5 1998.

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

8 Louise Milla
9 Chair

10 ATTEST:

11 Zumeros
12 Clerk of the Council

13 APPROVED this 21 day of September, 1998.

14 [Signature]
15 King County Executive

16 Attachments: Collective Bargaining Agreement

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13266

AGREEMENT BETWEEN

COUNTY OF KING, WASHINGTON

AND

TEAMSTERS, LOCAL 117 - STADIUM EVENT PERSONNEL

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PREAMBLE 1

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1 ARTICLE 1: UNION RECOGNITION AND BARGAINING UNIT

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

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

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

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

1 **ARTICLE 2: WAIVER AND COMPLETE AGREEMENT**

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

1 ARTICLE 3: MANAGEMENT RIGHTS

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

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1 **ARTICLE 4: ADMINISTRATION**

2 **Section 1.** Union representatives shall be permitted to visit the operations covered herein for
3 the purpose of observing conditions under which employees are working, provided such visit shall
4 not interrupt the work of such employees. The parties agree to hold meet and confer sessions one
5 time each quarter, if requested 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 and of
8 subsequent appointments, if any. The parties agree that employees appointed as shop stewards for
9 and by the Union, shall, receive first choice on available work in their respective classifications,
10 except as may otherwise be provided for in this agreement.

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

1 ARTICLE 5: CLASSIFICATIONS, AND WAGES

2 Section 1. Wages and hours of work for the various classifications for 1998 shall be as set
3 forth in Addendum A attached to this contract and by this reference made a part hereof. Employees
4 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
6 event with a 5-hour minimum guarantee.

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

9 Section 2. Special Stadium Incentives Increases (See Addendum A)

10 Effective August 1, 1998 Employees in the following classifications will receive a 5%
11 increase. Sweeper, Usher, Dome Attendant, Ticket Taker, Head Wardrobe Attendant, and Wardrobe
12 Attendant.

13 Effective August 1, 1998 wages for all remaining classifications shall be increased by 2.5%.

14 Effective August 1, 1999 wages in effect on July 31, 1999 shall be increased by 2.5 %

15 Effective August 1, 1998 the 85% step for all classifications listed in Addendum A shall be
16 increased to 90%. All employees hired after January 1, 1996 will be hired at the 90% step and will
17 move to the 2nd step at the completion of six (6) calendar months of service. The intent of the parties
18 is that employee in the 90% category will be used in the same proportion that new employees are
19 currently used.

20 Section 3. The County may adopt an awards program for employees represented by this
21 agreement.

22 Section 4. Effective May 1, 1998 the County will create term limited temporary positions. A
23 term limited employee is defined as a temporary employee who is employed in a term limited
24 temporary position. Term limited temporary employees are not members of the Career Service. The
25 term limited temporary employees shall receive leave benefits and Medical benefits as provided by
26 Chapter 3.12 of the King County Code. The Stadium will create additional term limited positions as
27 required by the terms of the Logan/Knox settlement agreement. Term limited employees also receive
28 a bus pass.

1 **Section 5.** The County agrees to provide transit pass subsidy for employees covered by this
2 agreement.

3 **Section 6.** Effective September 1, 1998 the County will no longer provide on-site parking for
4 event staff during events. In lieu of on-site parking the County agrees to provide parking on Royal
5 Brougham Ave. within a reasonable walking distance of the Stadium. The County agrees to provide
6 a shuttle service for employees returning to their vehicles. The employer agrees to accommodate
7 disabled employees with parking on site.

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 considered part of the
5 uniform and, if they are furnished, will be solely at the discretion and convenience of the County,
6 provided however, summer shirts shall be provided and considered part of the uniform. Summer
7 shirts to be worn by ushers for all baseball games. Management will consult with departmental shop
8 stewards for uniform input on other events, as dictated by weather. Parties agree that all members of
9 a department who work in close proximity will be dressed alike.

10 (b) Protective clothing will be provided when conditions warrant.

11 (c) Rain gear will be provided for all event employees required to work in
12 inclement weather.

13 (d) The County shall maintain suitable dressing and break quarters for the use of
14 the employees covered herein.

15 (e) adequate restroom and locker room facilities shall be provided for all
16 employees.

17 (f) Employees shall be allowed a fifteen (15) minute rest period during each four
18 (4) hour shift or major portion thereof.

19 (g) Employees who are required to work in excess of eight (8) hours per shift shall
20 be compensated an additional \$5.50 in lieu of a meal.

21 (h) Leaves of Absence - Employees within the bargaining unit represented by the
22 Union shall be granted the privilege of maintaining a position on the "call list" for a period of one
23 hundred twenty (120) days if they are to be absent from the County for the above stated period of
24 time; providing they have notified the Operations Manager or designated representative, in writing, of
25 their absence. Employees shall be granted Military Leave, Medical Leave and Industrial Injury Leave
26 in accordance with existing State Statutes.

27 **Section 2.** The employer agrees to post in a conspicuous place notices of available
28 promotions. Candidates for such higher positions shall be selected on the basis of experience,

1 availability and capability. A promotion is considered to be a move from a four-hour minimum
2 position to a five-hour minimum position, either permanent or temporary. Management reserves the
3 right to fill such five (5) hour positions on an as needed basis in the event of an emergency due to
4 unscheduled absences. Movement to a term limited position shall also be considered a promotion.
5 The employer agrees to give first preference to term limited sweepers when filling laborer/conversion
6 worker positions on a temporary basis. Management will post a seniority list of employees qualified
7 to perform the labor function and will attempt to schedule employees based on seniority. The list will
8 be updated on March 1, July 1, and October 1 of each year.

9 **Section 3.** The employer agrees that employees with the most seniority shall have first option
10 to transfer from an outside position to an inside position if available and if the employee is capable of
11 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 interpretation
3 of the terms or conditions of this Agreement shall be settled in accordance with the procedure set
4 forth immediately herein below except a dispute by an applicant regarding employment. The County
5 will provide the departmental shop steward(s) and union with copies of disciplinary letters to
6 members. The County will not discharge an employee without a specific reason. In the event the
7 grievance or dispute requires an expeditious resolution based on a pending event at the Stadium, the
8 Union, by written notice to the County, may request an immediate meeting with County
9 representatives and upon receiving such written notice, they shall be available to meet with
10 representatives of the Union within forty-eight (48) hours after receipt of the written notice.

11 **STEP 1.** A grievance shall be verbally presented by the aggrieved employee and
12 union steward, if the employee wishes, within fourteen (14) calendar days of the occurrence of such
13 grievance to the employee's immediate supervisor. The supervisor shall gain all relevant facts and
14 shall attempt to adjust the matter and notify the employee within ten (10) calendar days. A grievance
15 may be presented to the Event Officer or Maintenance Supervisor if the employee's immediate
16 supervisor is the subject of the grievance. If a grievance is not pursued to the next higher level within
17 ten (10) calendar days, it shall be presumed resolved.

18 **STEP 2.** Any grievance or dispute as defined under **STEP 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 an
21 authorized agent of the Union, selected by the Union, in an attempt to resolve the dispute to the
22 charging party's satisfaction.

23 **STEP 3.** If still unresolved the dispute shall, upon the request of either party, within
24 60 calendar days following the step 2 meeting, be referred to an impartial arbitrator for a final and
25 binding decision. In the event the parties are unable to agree upon the selection of such impartial
26 arbitrator within ten (10) days, upon request of either party, an arbitrator shall be selected from a list
27 of prospective arbitrators submitted by the American Arbitration Association or the Federal
28 Mediation and Conciliation Service.

1 **Section 2.** An arbitrator's decision shall be final and binding on both parties, it being agreed
2 that said arbitrator shall have no powers to add to or subtract from the provisions herein, and that the
3 laws of the State of Washington shall be controlling at all times.

4 **Section 3.** All expenses of any arbitrator shall be borne equally by the County and the Union.

5 **Section 4.** Time limits set forth in this Article may be extended by mutual agreement.

6 **Section 5.** The Union shall not be required to press employee grievances if in the Unions
7 opinion, such lacks merit. With respect to the processing, disposition and/or settlement of any
8 grievance, including hearings and final decision of any arbitrator, the union shall be the exclusive
9 representative of the employee.

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1 ARTICLE 8: PREVAILING RATES FOR SUBCONTRACTORS

2 The County agrees that it will not subcontract work that is normally performed by
3 classifications covered by this agreement. The County may supplement the normal work force to
4 cover special events (i.e. Rock Concerts, playoff games etc.). The County will notify the union of its
5 intent to supplement the work force, and will require any contractor or employer to pay their
6 employees not less than the rates provided for in this agreement.

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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 shall
3 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 Joint
7 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 by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

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1 **ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY**

2 The Employer or the Union shall not discriminate against any individual with respect to
3 compensation, terms, conditions or privileges of employment because of race, color, religion, national
4 origin, marital status, sexual orientation, age, sex or mental, physical or sensory handicap, except as
5 otherwise provided by law.

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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 5, shall be paid a minimum of five (5) hours at the straight time rate of pay, except
5 employees who are called and who are not assigned when they report for work, shall be paid a
6 minimum of two (2) hours at the regular straight time rate of pay.

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

11 (c) Employees will be provided with a two-week written notice for work
12 assignments for major events and must work the days that they indicate they are available or suffer
13 the consequences under Article 4, Section 3.

14 Section 2. Employees who work in excess of forty (40) hours in any one work week
15 (Monday through Sunday) shall receive one and one-half (1 1/2) times the applicable straight time rate
16 of pay for all hours worked in excess of forty hours. Employees who are required to work beyond
17 eight hours in one shift between midnight to midnight (24-hour period) shall receive one and one-half
18 (1 1/2) times the applicable straight time rate of pay for all hours in excess of eight. Employees
19 required to work any shift in excess of 10 hours will be paid overtime for all hours over 10.
20 Management is not required to schedule employees if it requires the payment of overtime.

21 Section 3. In case of cancellation of an event, and if King County does not give reasonable
22 notice, either personally or through public communications, King County will pay to employees two
23 (2) hours pay if the employee reports for work and four (4) hours pay if the gates are open.

24 Section 4. Employees assigned the duties of a higher classification shall be compensated at
25 the pay rate of the higher classification for all time while so assigned.

26 Section 5.

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

1 (b) For work performed on New Years Day, Martin Luther King Day, Presidents
2 Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after
3 Thanksgiving, and Christmas Day, employees shall be compensated at the rate of one and one-half
4 (1 1/2) times their regular hourly rate.

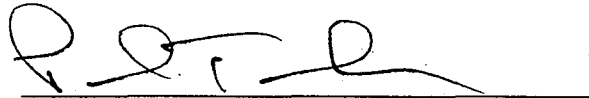
5 (c) In the event the State of Washington designates additional holidays, the parties
6 agree to meet to negotiate the inclusion or exclusion of those holidays in this agreement.
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1 ARTICLE 13: EFFECTIVE DATE AND DURATION

2 This Agreement shall be effective August 1, 1998 and shall continue in full force and effect
3 through July 31, 2001, or the closing of the Kingdome, whichever occurs first.

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5 APPROVED this 17th day of August, 1998.
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10 King County Executive
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15 SIGNATORY ORGANIZATION:
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20 International Brotherhood of Teamsters, Local 117
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International Brotherhood of Teamsters, Local 117

Stadium Event Employees

August 1, 1998 through July 31, 2001 or the closing of the Kingdome whichever occurs first

		1.025							
		1.025							
Teamsters Local 117 Stadium Event Employees				Addendum A					
		Effective 8-1-98				Effective 8-1-99			
GROUP # 1 (5 HOUR MINIMUM)		1998	1998	1998	1998	1999	1999	1999	1999
		90%	90%	100%	100%	90%	90%	100%	100%
		PER HOUR	MIN. GUAR.	PER HOUR	MIN. GUAR.	PER HOUR	MIN. GUAR.	PER HOUR	MIN. GUAR.
HEAD USHER		\$13.11	\$65.55	\$14.42	\$72.10	\$13.44	\$67.20	\$14.78	\$15.15
HEAD TICKET TAKER		\$10.80	\$54.00	\$11.88	\$59.40	\$11.07	\$55.35	\$12.18	\$12.48
USHER CAPTAIN		\$9.03	\$45.15	\$9.93	\$49.65	\$9.25	\$46.25	\$10.18	\$10.43
GATE CAPTAIN		\$9.03	\$45.15	\$9.93	\$49.65	\$9.25	\$46.25	\$10.18	\$10.43
HEAD DOME ATTENDANT		\$10.12	\$50.60	\$11.13	\$55.65	\$10.37	\$51.85	\$11.41	\$11.70
LEAD DOME ATTENDANT		\$9.62	\$48.10	\$10.58	\$52.90	\$9.85	\$49.25	\$10.84	\$11.11
HEAD WARDROBE ATTENDANT		\$8.29	\$41.45	\$9.12	\$45.60	\$8.50	\$42.50	\$9.35	\$9.58
WARDROBE ATTENDANT		\$7.90	\$39.50	\$8.69	\$43.45	\$8.10	\$40.50	\$8.91	\$9.13
LEAD SWEEPER		\$9.62	\$48.10	\$10.58	\$52.90	\$9.85	\$49.25	\$10.84	\$11.11
PARKING LOT CAPTAIN		\$10.28	\$51.40	\$11.31	\$56.55	\$10.54	\$52.70	\$11.59	\$11.88
PARKING SUPERVISOR		\$11.05	\$55.25	\$12.15	\$60.75	\$11.32	\$56.60	\$12.45	\$12.76
GROUP # 2 (4 HOUR MINIMUM)		8/1/98	8/1/98	8/1/98	8/1/98	8/1/99	8/1/99	8/1/99	8/1/99
		90%	90%	100%	100%	90%	90%	100%	100%
		PER HOUR	MIN. GUAR.	PER HOUR	MIN. GUAR.	PER HOUR	MIN. GUAR.	PER HOUR	MIN. GUAR.
PARKING LOT CASHIER		\$8.53	\$34.11	\$9.38	\$37.52	\$8.74	\$34.96	\$9.61	\$48.05
PARKING LOT ATTENDANT		\$7.72	\$30.87	\$8.49	\$33.96	\$7.91	\$31.64	\$8.70	\$43.50
USHER		\$7.00	\$28.00	\$7.70	\$30.80	\$7.17	\$28.68	\$7.89	\$39.45
ARENA DIRECTOR		\$7.86	\$31.45	\$8.65	\$34.60	\$8.06	\$32.24	\$8.87	\$44.35
DIRECTOR		\$7.30	\$29.20	\$8.03	\$32.12	\$7.48	\$29.92	\$8.23	\$41.15
TICKET TAKER		\$7.72	\$30.87	\$8.49	\$33.96	\$7.91	\$31.64	\$8.70	\$43.50
EXEC. SUITE TICKET TAKER		\$7.86	\$31.45	\$8.65	\$34.60	\$8.06	\$32.24	\$8.87	\$44.35
TICKET SELLER/GENERAL		\$8.28	\$33.13	\$9.11	\$36.44	\$8.49	\$33.96	\$9.34	\$46.70
PBX OPERATOR		\$7.30	\$29.20	\$8.03	\$32.12	\$7.48	\$29.92	\$8.23	\$41.15
ELEVATOR OPERATOR		\$7.30	\$29.20	\$8.03	\$32.12	\$7.48	\$29.92	\$8.23	\$41.15
DOME ATTENDANT		\$7.35	\$29.42	\$8.09	\$32.36	\$7.54	\$30.16	\$8.29	\$41.45
SWEEPER		\$7.35	\$29.42	\$8.09	\$32.36	\$7.54	\$30.16	\$8.29	\$41.45
TICKET SELLER RESERVED		\$10.73	\$42.91	\$11.80	\$47.20	\$11.00	\$44.00	\$12.10	\$60.50
PRESS BOX ATTENDANT		\$7.72	\$30.87	\$8.49	\$33.96	\$7.91	\$31.64	\$8.70	\$43.50
MONEY COUNTER		\$11.25	\$44.98	\$12.37	\$49.48	\$11.53	\$46.12	\$12.68	\$63.40
STADIUM LABORER/CONVER WKR		\$9.41	\$37.64	\$10.35	\$41.40	\$9.65	\$38.60	\$10.61	\$53.05
		43+MOS							
EVENT SHOW GUARD									
	1998	\$13.97							
	8/1/98	\$14.32							
	8/1/99	\$14.68							

09/09/98

clerk 9/14/98

Brian Derdowski
Louise Miller
Maggi Fimia
Larry Phillips
Cynthia Sullivan
Rob McKenna
Greg Nickels

Introduced By:

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Proposed No.:

98-351

ORDINANCE NO. 13267

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AN ORDINANCE making a supplemental appropriation of \$3,253,651 to various agencies to provide funding for King County's initial response to the proposed threatened species listing of the Puget Sound Chinook Salmonid, by the National Marine Fisheries Service (NMFS), under the auspices of the Endangered Species Act (ESA) and amending the 1998 Budget Ordinance, 12926, Sections 5, 12, 13, 28, 61, 64, 73, 80, and 94 as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. FINDINGS. The Council finds:

1. On Feb. 26, 1998 the National Marine Fisheries Service (NMFS) proposed listing the Puget Sound chinook for protection under the Federal Endangered Species Act, along with more than a dozen other salmon and steelhead fisheries in Washington, Oregon, and California. A final NMFS decision on the nature of the listing of these salmonid populations will be made in 1999. Under the Endangered Species Act, a species likely to become extinct in the foreseeable future is categorized by NMFS as endangered; one likely to become endangered is categorized as threatened.
2. According to the National Marine Fisheries Service, factors affecting the health of salmonids typically include dam construction and operation; excessive harvesting; certain hatchery practices; urbanization, agriculture, timber practices and land use and water development projects which degrade habitat or water and river conditions key to salmon survival.
3. Once a species has been listed, the ESA prohibits any taking, possession or sale of that species. The ESA listing process includes the designation of critical habitat and requires the development and implementation of recovery plans. Voluntary Conservation Agreements or Habitat Conservation Plans designed to help protect and conserve species that are listed as endangered or threatened can be made