

AGREEMENT BETWEEN  
CONSTRUCTION CRAFTS  
AND  
KING COUNTY

3164

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

1977

COLLECTIVE BARGAINING AGREEMENT

CONSTRUCTION CRAFTS

1 ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

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

6 Section 2. It shall be a condition of employment that  
7 all employees covered by this agreement who are members of  
8 the Union in good standing on the effective date of this agree-  
9 ment shall remain members in good standing and those who are  
10 not members on the effective date of this agreement shall,  
11 on the thirtieth day following the effective date of this agree-  
12 ment, become and remain members in good standing in the Union.  
13 It shall also be a condition of employment that all employees  
14 covered by this agreement and hired or assigned into the bargain-  
15 ing unit on or after its effective date shall, on the thirtieth  
16 day following the beginning of such employment, become and  
17 remain members in good standing in the signatory organization.

18 Provided however, that nothing contained in this section  
19 shall require an employee to join said Union who can substantiate  
20 that there exists bona fide religious tenets or teachings of  
21 a church or religious body of which the employee is a member,  
22 in which case an amount of money equivalent to regular union  
23 dues and initiation fee shall be paid to a non-religious charity  
24 or to another charitable organization mutually agreed upon  
25 by the public employee affected and the bargaining representative  
26 to which such public employee would otherwise pay the dues  
27 and initiation fee. The public employee shall furnish proof  
28 that such payment has been made.

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

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

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

22  
23 (5) No policies or procedures covered in this agreement  
24 shall be construed as delegating to others or as reducing  
25 or abridging the following management responsibility:

- 26  
27 a. The responsibility of the Office of Personnel for  
28 determining classification, status and tenure of

1 if found to be in conflict with the King County Charter.

2  
3 (7) The County will not aid, promote, or finance any  
4 labor group or organization purporting to engage in collective  
5 bargaining or make any agreement with any such group or organiza-  
6 tion which would violate any rights of the union under this  
7 contract.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

3 Years of Continuous Service	4 Monthly Vacation Credit	5 Equivalent Annual Vacation Credit	6 Annual Max. Vacation Accum. Allowed
7 Upon completion of one (1) year of service		(80 hours) 10 days	
8 More than one (1) but less than three (3) years of continuous service	(6.66 hours) .833 days	(80 hours) 10 days	(160 hours) 20 days
9 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
10 Twelve (12) years or more of continuous service and over	(13.33 hours) 1.66 days	(160 hours) 20 days	(320 hours) 40 days

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

20 A. Vacation accrual shall date from the first of the month  
21 following the month in which the employee commenced such continu-  
22 ous service. If such commencement date was the first working day  
23 of the month, the year of service for vacation purposes shall date  
24 from the first of the month in which the service began.

25 Section 2. After six (6) months of full-time service a regu-  
26 lar employee may, at the department head's discretion, be permit-  
27 ted to use up to one-half of the accruing vacation (40 hours) as  
28 an essential extention of used sick leave. If an employee does

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

7  
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  
12 in which he is absent without pay more than 15% of the regularly  
13 scheduled working hours for the position.

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

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

1 while absent from duty due to the following causes:

- 2
- 3 a. Disability arising from any sickness or injury purposely  
4 inflicted or caused by willful misconduct.
- 5
- 6 b. Sickness or disability sustained while on leave of  
7 absence without pay.
- 8
- 9 c. Inability to properly perform required duties because  
10 of intemperance or intoxication (not to be construed  
11 as alcoholism).
- 12

13 (9) Termination of an employee's continuous service, except  
14 by reason of temporary lay-off for lack of work or funds, shall  
15 cancel all sick leave accrued to the time of such termination.  
16 Should the employee resign in good standing and return to County  
17 employment within one year, he shall have his accrued sick leave  
18 restored. No payment shall be made to any employee for unused  
19 sick leave accumulated to his credit at the time of termination  
20 of employment, regardless of the reason therefore, except as  
21 provided for in Article XVII. The date of termination of employ-  
22 ment shall be considered as the date certified by the department  
23 head as the last day worked and shall not include the equivalent  
24 time involved in any overtime or vacation payoff made at the  
25 time of termination. The provisions of this rule include termi-  
26 nation of service by death.

27

28



ARTICLE VII: CLASSIFICATION AND WAGE SCALES

3164

1 Wage rates shall be in accordance with the job classifi-  
 2 cations as listed below:

3  
 4 Class  
 Code

Automotive Machinists, Local #289

Public Works

Per  
 Month

Per  
 Hour

7	6133	Automotive Machinist I	1592.63	9.188
	6127	Machinist	1592.63	9.188
8	6135	Automotive Machinist II (Foreman)	1660.18	9.578

Carpenters, Local 131

Public Works & Facilities

11	6101	Carpenter I	1395.33	8.050
12	6103	Carpenter II (Foreman)	1462.89	8.439

Boilermakers, Local 104

Public Works

15	6125	Welder	1658.80	9.570
16		Welder (Foreman)	1726.36	9.959

International Brotherhood of Electrical Workers, Local 46

Public Works & Facilities

19	6121	Electrician I	1762.84	10.170
20	6123	Electrician II (Foreman)	1934.43	11.160

International Union of Operating Engrs. Local 302

Public Works

23	6046	Equipment Operator I	1581.79	9.125
24		Screedman		
		Steelroller		
25		Sweeperman		
26		Front End Loader (Under 2½ yards.)		
		Bulldozer (Under D-9)		
27		Aggregate Spreader and/or Belt Loader		

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1978 rates shall be determined in accordance with the established formula using A.G.C. rates or equivalent where applicable.

1           Section 4: Overtime.

- 2           A. Employees on a five (5) day schedule shall be compen-  
3           sated at the rate of one and one-half times the employ-  
4           ee's regular hourly rate of pay for time worked in  
5           excess of eight (8) hours per day or forty (40) hours  
6           per week, or on a holiday recognized in this agreement  
7           (in addition to the holiday pay therefore).
- 8           B. There shall be no practice of compensatory time off.
- 9           C. All overtime shall be authorized in advance by the  
10          Department Head or his designee in writing, except  
11          in emergencies. Saturday and Sunday work is not over-  
12          time when it is a regularly scheduled work day for  
13          the individual crew.
- 14          D. Call-Out: A minimum of four (4) hours at overtime  
15          rate shall be allowed for each call-out. Where such  
16          overtime exceeds four (4) hours, the actual hours worked  
17          shall be allowed at overtime rates.
- 18          E. Emergency Work: Emergency work at other than the normal  
19          scheduled working hours, or special scheduled working  
20          hours not enumerated in this Article shall be credited  
21          as such, and will be compensated as overtime. In the  
22          event this overtime work is accomplished prior to the  
23          normal working hours and the employee subsequently  
24          works his regular shift, his regular shift shall be  
25          compensated at regular time.
- 26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

For 1977 King County shall pay, for each full-time employee, \$58.00 per month for medical insurance, \$2.00 per month for life insurance, and \$24.15 per month for dental insurance.

Regular employees working less than an average of eighty (80) hours per month shall have forty-nine (49) cents deducted from the following months' pay for each hour under eighty (80) worked to maintain insurance coverage.

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

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

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

11  
12           The Union shall not be required to press employee grievances  
13 if, in the Union's opinion, such lack merit. With respect to  
14 the processing, disposition and/or settlement of any grievance,  
15 including hearings and final decision of Boards of Adjustment  
16 and/or Arbitrators, the Union shall be the exclusive representa-  
17 tive of the employee(s) covered.

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

24  
25           The processing, disposition and/or settlement by and between  
26 the Union and the Employer of any grievance or other matter  
27 shall, except as in the preceding paragraph provided, be absolute  
28 and final and binding on the Union and its members, the

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  
13 the Employer. The Board shall have, except as herein otherwise  
14 provided, jurisdiction for the duration of the grievance.  
15 Compensation, costs fees or other remuneration, if any, for  
16 Board members must be derived solely from the appointing party.  
17 Board members, by acceptance of their appointments, agree to  
18 the 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

1        STEP FOUR: If within two (2) working days of termination  
2 of the hearing(s), provided in Step Three, the Board has failed  
3 to agree on disposition, the matter may, by majority vote of  
4 the Board, be submitted to Arbitration. If the Board agrees  
5 on arbitration it may, by majority vote, select an Arbitrator.  
6 The Employer and Union may not take economic action commensurable  
7 with arbitration. If agreement to arbitrate is not reached  
8 or, if reached, the Board is unable to agree upon an Arbitrator  
9 the Union and/or Employer may take any lawful economic action  
10 deemed expedient. EXCEPTION: Matters involving discharges,  
11 not otherwise settled, must be submitted to arbitration.  
12

13        STEP FIVE: If a majority of the Board agree on arbitration  
14 and select an Arbitrator, then within ten (10) days of his selec-  
15 tion, unless otherwise agreed, the Arbitrator shall hold a hearing.  
16 The hearing shall not be public. The Arbitrator shall afford  
17 the Union and the Employer liberal rights to present evidence,  
18 exhibitory, documentary (including affidavits) and by witnesses,  
19 and to examine and cross-examine witnesses. The Union and  
20 Employer may be represented as individually desired and reporters  
21 with or without recorders, may be present. Upon the Arbitrator's  
22 or Union's request or Employer's desire, and when practicable,  
23 the Employer shall make employees available as witnesses. All  
24 employee witnesses shall be free of restraint, interference,  
25 coercion, discrimination or reprisal, and, in wages, shall be  
26 kept whole. The Arbitrator's jurisdiction shall endure to final  
27 decision, except as herein otherwise provided.  
28

- 1) a. Seniority is defined as total length of service with King County, subject to conditions set forth in the agreement.
- 4) b. Departmental Seniority is defined as total length of service within the Department.
- 6) c. Bargaining Unit Seniority is defined as total length of service within the departmental bargaining unit.
- 8) 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.
- 21) b. Seniority shall date back to the beginning of the six (6) month probationary period, upon completion of same.
- 23) 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 unit seniority as set forth in paragraph 4 (b) hereof.



1           The employer or the union shall not discriminate against  
2 any individual with respect to compensation, terms, conditions,  
3 or privileges of employment because of race, color, religion,  
4 nation origin, age or sex; except as otherwise provided by law.

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1           Section 1. The employer and the signatory organization  
2 agree that the public interest requires efficient and uninter-  
3 rupted performance of all County services and to this end pledge  
4 their best efforts to avoid or eliminate any conduct contrary  
5 to this objective. Specifically, the signatory organization  
6 shall not cause or condone any work stoppage, including any  
7 strike, slowdown, or refusal to perform any customarily assigned  
8 duties, sick leave absence which is not bonafide, or other inter-  
9 ference with County functions by employees under this agreement  
10 and should the same occur, the signatory organization agrees  
11 to take appropriate steps to end such interference. Any concert-  
12 ed action by any employees in the bargaining unit shall be deemed  
13 a work stoppage if any of the above activities have occurred  
14 contrary to the provisions of this agreement. Being absent  
15 without authorized leave shall be considered as an automatic  
16 resignation. Such a resignation may be rescinded by the depart-  
17 ment head if the employee presents satisfactory reasons for  
18 his absence within three (3) calendar days of the date his  
19 automatic resignation became effective.

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

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

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

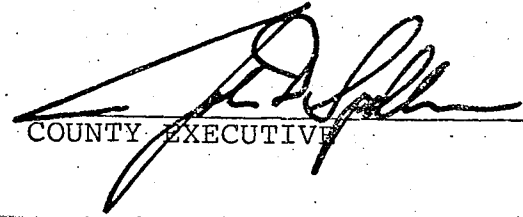
1 King County will maintain a self-insured form of unemploy-  
2 ment compensation. The Unemployment Compensation will meet the  
3 following criteria:

- 4 1. Provide coverage for all full-time regular employees  
5 who have completed their probationary period: except that  
6 the foregoing does not include limited term employees.
- 7 2. Coverage will apply only to those employees who are  
8 laid off as a result of a reduction in work or funds.
- 9 3. Employees who are receiving compensation under this  
10 program must provide evidence of actively seeking employ-  
11 ment.
- 12 4. The benefit will be the same as the State of  
13 Washington Unemployment Compensation, but shall be good  
14 for 26 weeks only (no extended benefits).
- 15 5. Employees who receive benefits under any other  
16 unemployment compensation program shall not be eligible  
17 to receive benefits from the King County self-insured  
18 program.

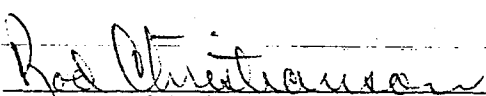
19 In the event of legislation being enacted that would require  
20 King County to participate in a State regulated unemployment  
21 compensation plan, the provisions of this Article will become  
22 null and void.

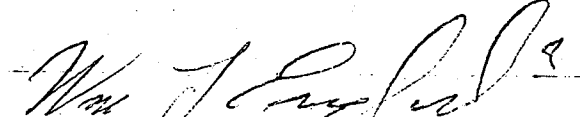
Section 3. Any "Notice of Opening" or "Notice of Termination" given in hand sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.


APPROVED this 14th day of March, 1977.

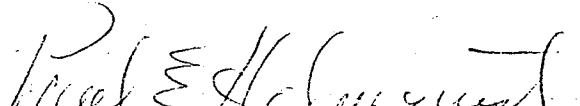
  
COUNTY EXECUTIVE

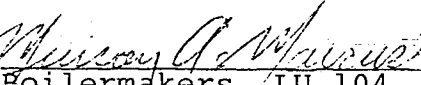
SIGNATORY ORGANIZATIONS:


  
Automotive Machinists, LU 289

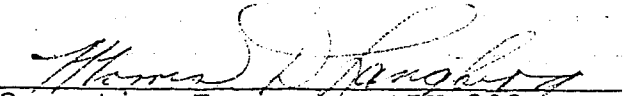
  
I.B.E.W., LU 46

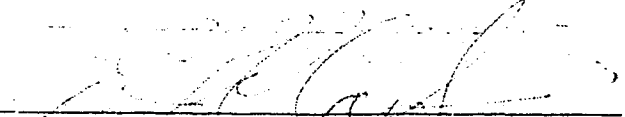
  
District Council of Carpenters,  
LU 131

  
Painters, Local 5

  
Boilermakers, LU 104

  
Plumbers, LU 32

  
Operating Engineers, LU 302

  
Teamsters, LU 882

1 Employees called back to work on their regular  
2 day off will be paid at straight time for all  
3 hours worked, except that if the employee is re-  
4 quired to work beyond the standard ten (10) hour  
5 shift he will be compensated at time and one-half  
6 (1½) for time so worked.

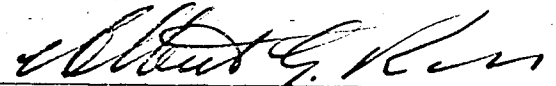
7 4. RE: ARTICLE IV: HOLIDAYS

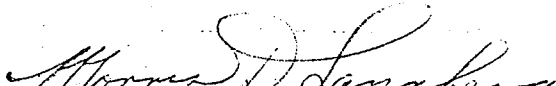
8 Employees on a "seven-on seven-off" work schedule  
9 shall not be entitled to holidays and holiday pay  
10 as set forth for employees on a regular five-on  
11 two-off schedule and in lieu thereof shall be en-  
12 titled to three (3) holidays without reduction  
13 in pay, namely Thanksgiving Day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

16 5. SCOPE OF AGREEMENT

17 All other provisions of the Construction Crafts  
18 Agreement not expressly amended by this memoran-  
19 dum of agreement shall apply and have full force  
20 and effect as though they were part of this memo-  
21 randum.

22  
23  
24  
25  
26  
27  
28  
DATED THIS 9th DAY OF March, 1977

  
King County  
Office of Personnel

  
Operating Engineers, Local 302

2. WAGES (continued)

Stadium Security Guards \$5.5887 per hour  
(\$968.71 per month)

Stadium Utilityworker

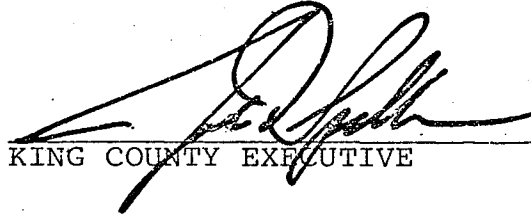
Hire-in rate \$6.73

After six (6) months \$7.23

After eighteen (18) months  
from hire-in date \$7.73

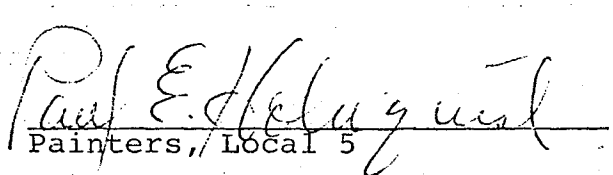
Employees assigned by proper authority in writing to lead-worker duties shall be compensated five (5) percent over their regular hourly rate for all time so assigned.

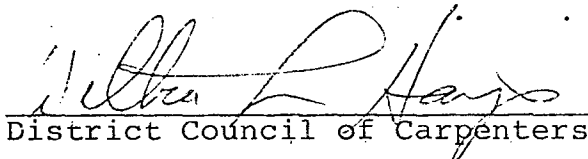
DATED this 14th day of March, 1977.

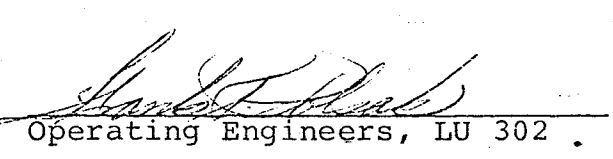
  
KING COUNTY EXECUTIVE

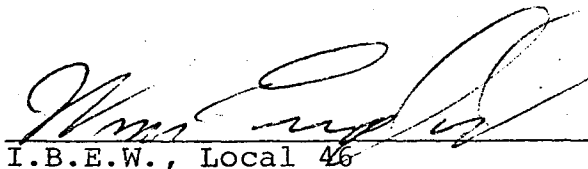
SIGNATORY ORGANIZATIONS:

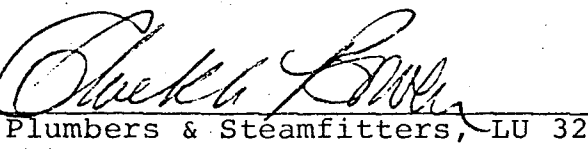
  
Teamsters, Local 882

  
Painters, Local 5

  
District Council of Carpenters

  
Operating Engineers, LU 302

  
I.B.E.W., Local 46

  
Plumbers & Steamfitters, LU 32