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SECTION 2. Terms and conditions of said agreement shall be effective from

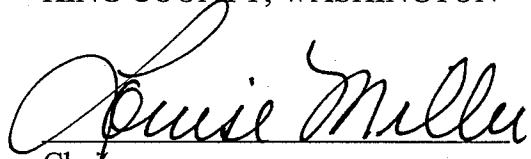
January 1, 1999, through and including December 31, 2001.

INTRODUCED AND READ for the first time this 10th day of May, 1999.

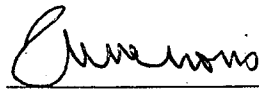
PASSED by a vote of 12 to 0 this 17th day of May,

1999.

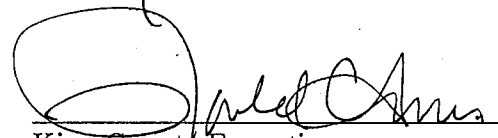
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 27 day of May, 19 99


King County Executive

Attachments: Collective bargaining agreement

13510

AGREEMENT
by and between
COUNTY OF KING, WASHINGTON
and
JOINT CRAFTS COUNCIL
(Representing Stadium Construction Crafts)

January 1, 1999 through December 31, 2001

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1 ARTICLE 1: PURPOSE

2 1.1 The intent and purpose of this Agreement is to promote the continued improvement of the
3 relationship between the County and its employees by providing a uniform basis for implementing the
4 right of public employees to join organizations of their own choosing and to be represented by such
5 organizations in matters concerning their employment relations with the County and to set forth the
6 wages, hours, and other working conditions of such employees in appropriate bargaining units provided
7 the County has authority to act on such matters and further provided the matter has not been delegated
8 to any Civil Service Commission or Personnel Board similar in scope, structure and authority as defined
9 in the Revised Code, of Washington RCW 41.56.

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1 ARTICLE 2: NON-DISCRIMINATION

2 2.1 The County and the Union shall not unlawfully discriminate against any individual with
3 respect to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 marital status, sexual orientation, national origin, age, sex, mental, sensory or physical handicap.

5 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended
6 and shall be construed so as to apply equally to either gender.

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1 ARTICLE 3: RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION

2 3.1 Recognition - The County recognizes the Council and each of the signatory Unions as the
3 exclusive bargaining representatives for full-time, regular part-time, and temporary employees
4 (including term limited employees) performing work of the classifications identified within Addendum
5 "A" of this Agreement.

6 3.1.1 A regular part-time employee shall be defined as an employee employed in a part time
7 regular position who works a work schedule averaging at least twenty (20) hours, but less than forty
8 (40) hours per week on an ongoing basis.

9 3.1.2 A term limited employee is defined as a temporary employee who is employed in a term
10 limited temporary position. Term limited temporary employees are not members of the Career Service.
11 Term-limited temporary employees shall receive leave benefits and medical benefits as provided by
12 chapter 3.12 of the King County Code.

13 3.2 Union Membership - It shall be a condition of employment that all employees covered by
14 this Agreement who are members of the Union in good standing on the effective date of this Agreement
15 shall remain members in good standing and those who are not members on the effective date of this
16 Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and
17 remain members in good standing in the Union. It shall also be a condition of employment that all
18 employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its
19 effective date shall, on the thirtieth (30th) day following the beginning of such employment, become
20 and remain members in good standing in the Union.

21 3.2.1 Nothing contained within this Article shall require an employee to join said Union who
22 can substantiate that there exists bona fide religious tenets or teachings as defined in case law which
23 prohibit union membership. In which case an amount of money equivalent to the regular Union dues
24 and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected
25 and the bargaining representative to which such employee would otherwise pay the Union dues and
26 initiation fee. The employee shall every thirty (30) days furnish proof that such payment has been
27 made.

28 3.3 Dues Deduction - Upon receipt of a written authorization individually signed by a

1 bargaining unit employee, the County shall have deducted from the pay of such employee the amount of
2 dues as certified by the secretary of the Union and shall transmit the same to the Union.

3 3.3.1 The Union shall indemnify, defend and hold the County harmless against any claims
4 made and against any suit instituted against the County on account of any check-off of dues for the
5 Union. The Union shall refund to the County any amounts paid to it in error on account of the check-off
6 provision upon presentation of proper evidence thereof.

7 3.4 The County shall notify the Union in writing within seven (7) calendar days from the date of
8 hire of a new employee. Such written notification shall contain the new employee's name, social
9 security number, address, home phone number, job classification, Department division, and specific
10 place of employment.

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1 ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY

2 4.1 The classifications of employees covered by this Agreement and the corresponding rates of
3 pay effective January 1, 1999 are set forth within Addendum "A" which is attached hereto and made a
4 part of this Agreement.

5 4.2 An employee who is hired into a classification having a multiple Step salary range shall be
6 hired at Step 1 of the salary range set forth within the Addendum covering the classification of work for
7 which the employee was hired for the first one thousand forty (1040) regular straight-time hours of his
8 employment and thereupon automatically advance from STEP to STEP (where applicable) upon
9 completion of the specified hours of employment identified within the Addendum covering that
10 classification.

11 4.3 An employee who advances from one classification to a higher paying classification on a
12 permanent basis shall be placed into the pay STEP providing no less than a four and one-half percent (4-
13 1/2%) increase in his rate of pay not to exceed the top pay STEP of the higher paying classification.

14 4.4 An employee hired as a short term temporary employee shall be compensated in accordance
15 with the provisions of Section 4.2; provided however, in lieu of Holiday pay, Vacation Leave, Sick
16 Leave, Bereavement Leave, and Medical, Dental and Life Insurance, the temporary employee shall
17 receive premium pay of fifteen percent (15%) above the entry rate of pay for the classification within
18 which he is employed commencing with the temporary employee's three hundred sixty first (361st) hour
19 of employment. The fifteen percent (15%) premium payment shall be applied to all gross earnings. The
20 County shall not assign or schedule temporary employees, or fail to do so, solely to avoid accumulation
21 of regular hours that would require payment of the premium pay provided for in Section 4.4. Short term
22 Temporary employees who work beyond the hours thresholds as specified in K.C.C. 13.12 shall receive
23 benefits as provided in K.C.C. 13.12.040.

24 4.5 2000 COLA - Effective with the beginning of the first full pay period nearest January 1,
25 2000 or January 1, 2000, the rates of pay set forth within Addendum "A" of this Agreement shall be
26 increased by ninety percent (90%) of the percentage increase in the United States City Average
27 Consumer Price Index which occurs during the twelve (12) month period from September, 1998 to
28 September, 1999; provided however, said percentage increase shall not be less than two percent (2%)

1 nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban
2 Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by
3 the Bureau of Labor Statistics, United States Department of Labor.

4 **4.6 2001 COLA** - Effective with the first full pay period nearest January 1, 2001 or January 1,
5 2001, the rates of pay set forth within Addendum "A" of this Agreement as further amended by Sections
6 4.5 shall be increased by ninety percent (90%) of the percentage increase in the United States City
7 Average Consumer Price Index which occurs during the twelve (12) month period from September
8 1999 to September 2000; provided however, said percentage increase shall not be less than two percent
9 (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for Urban
10 Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by
11 the Bureau of Labor Statistics, United States Department of Labor.

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2 **ARTICLE 5: HOURS OF WORK**

3 **5.1 Standard Workweek** - The standard workweek shall consist of forty (40) hours per week,
4 Monday through Sunday inclusive during which period employees shall be granted two (2) consecutive
5 days off.

6 **5.1.1** The standard daily work shift for Stationary Engineers working in the Energy Plant shall
7 consist of eight (8) hours inclusive of a meal period.

8 **5.2 Minimum Time Off Between Scheduled Work Weeks and Scheduled work Shifts** -
9 Employees working a standard workweek as defined herein, shall normally receive at least twelve (12)
10 hours off between work shifts in the standard work week and sixty (60) hours off between the end of
11 one (1) standard workweek and the beginning of the succeeding standard workweek. Time off shall be
12 defined as the difference between the time the employee is scheduled to clock out to end a shift and the
13 time he is scheduled to clock in to begin the succeeding shift, provided that when an employee works
14 overtime the provision of section 5.2 shall not apply. For example an employee who works a standard
15 8hr day Monday through Friday, who works Saturday and/or Sunday would be paid overtime for the
16 work on Saturday and Sunday and the provisions of this section would not apply to the beginning of the
17 next scheduled work week. Provided however that if an employee is required to work a double shift the
18 entire work shift shall be paid at the overtime rate.

19 **5.2.1** In the event that an employee does not receive the minimum time off as specified within
20 Section 5.2, the employee shall receive overtime for all time worked during the time periods specified in
21 Section 5.2.

22 **5.3 Work Schedules** - Schedules of work shall be determined by events scheduled. Employees
23 shall normally be provided with not less than thirty (30) days advance notice of the ensuing schedule.

24 **5.3.1** The County reserves the right to alter the published work schedule in order to insure that
25 the requirements of the organization are fulfilled. Not less than seventy-two (72) hours advance notice
26 of any schedule change shall normally be provided to employees affected by a change in the published
27 work schedule. In the event that such advance notice is not received prior to a schedule change,
28 employees affected by the change shall be paid at the overtime rate (one and one-half times the

1 employee's regular hourly rate of pay) for the first shift worked under the changed schedule. The
2 County shall be permitted to change the regular work rotation cycle for an employee once in any three
3 (3) consecutive month period without having to pay the first shift premium as herein provided.

4 5.3.2 Voluntary Schedule Change - By written mutual agreement between the employee and the
5 County, an employee's schedule may be voluntarily changed and not be subject to the provisions of
6 Sections 5.2, 5.2.1, 5.3 and 5.3.1.

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1 **ARTICLE 6: OVERTIME AND PREMIUMS**

2 **6.1 Overtime** - Employees on a five (5) day schedule shall be compensated at the rate of one
3 and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of eight
4 (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition
5 to the holiday pay).

6 **6.1.1** Scheduled overtime work shall be offered to regular full-time employees prior to all other
7 employees.

8 **6.2 Compensatory Time Off** - There shall be no practice of compensatory time off except by
9 written mutual agreement between the employee and the County. In accordance with State Law all
10 requests for compensatory time off in lieu of cash payment for overtime must be initiated by the
11 employee. Compensatory time off in lieu of monetary compensation shall be earned at the rate of one
12 and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked. Compensatory
13 time off shall be used prior to retirement or the employee's date of retirement shall be advanced until the
14 compensatory time off has been fully expended.

15 **6.3** All overtime shall be authorized in advance by the Department Head or his designee in
16 writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is
17 a regularly scheduled workday for the individual crew.

18 **6.4 Callout** - A minimum of four (4) hours at the overtime rate shall be paid for each callout.
19 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime
20 rate.

21 **6.4.1** A "callout" shall be defined as a circumstance where an employee has left the work
22 premises without notice of being required to report back to work prior to his normally scheduled
23 reporting time and is contacted by competent authority during his off-work period and requested to
24 report back to work at an unscheduled time. An employee who has been called out shall not be required
25 to perform any duties other than those normally performed within his classification of work.

26 **6.4.2** An employee who is called out before the commencement of his regular shift shall be
27 compensated in accordance with the provisions of Section 6.4. Regular shift hours worked subsequent
28 to the callout shall be compensated for at the employee's regular hourly rate of pay. For example, when

1 an employee whose normal shift starts at 3:00 P.M. is called out to start at 12:00 Noon, he shall receive
2 four (4) hours at one and one-half (1-1/2) times his regular hourly rate of pay for the callout plus eight
3 (8) hours pay for his regular eight (8) hour shift.

4 **6.5 Standby** - Employees assigned to Standby status on non-duty days, by written authority of
5 the Division Manager or designee, shall be entitled to four (4) hours pay at the overtime rate for each
6 twenty-four (24) hour period or major portion thereof while on Standby status. Any work performed on
7 non-duty days while on Standby status shall be compensated at the overtime rate for actual time worked.
8 An employee who is required in writing to be readily available to be called into work and/or who is
9 required to wear a "beeper" outside of his regular work hours shall be considered to be on Standby
10 status.

11 **6.6 Foreman Premium** - In the event the County should assign an employee in writing to
12 perform the duties of a foreman, such employee shall be paid a premium for all time so assigned at the
13 rate of twelve percent (12%) above his regular rate of pay.

1
2 ARTICLE 7: HOLIDAYS

3 7.1 Regular full-time employees shall be granted the following holidays off work with pay:

4		
5	New Year's Day	January 1st
6	Martin Luther King, Jr.'s Birthday	Third Monday in January
7	President's Day	Third Monday in February
8	Memorial Day	Last Monday in May
9	Independence Day	July 4th
10	Labor Day	First Monday in September
11	Veteran's Day	November 11th
12	Thanksgiving Day	Fourth Thursday in November
13	Day After Thanksgiving Day	
14	Christmas Day	December 25th

15
16 and any day designated by public proclamation of the Chief Executive of the State as a legal
17 holiday.

18 7.1.1 Regular part-time employees shall receive a prorata share of eight (8) hours pay for those
19 holidays identified within Section 7.1 in an amount proportionate to the relationship their basic
20 workweek bears to forty (40) hours.

21 7.1.2 Short Term Temporary employees shall not be eligible to receive holidays off work with
22 pay.

23 7.2 Whenever a holiday occurs during a regular full-time employee's regularly scheduled day
24 off, such employee shall receive compensation for those holidays identified within Section 7.1, on the
25 basis of eight (8) hours of the employee's straight-time hourly rate of pay.

26 7.2.1 Whenever a holiday occurs during a regular part-time employee's regularly scheduled day
27 off, such part-time employee shall receive a prorata share of eight (8) hours pay for those holidays
28 identified within Section 7.1, in an amount proportionate to the relationship his basic workweek bears to

1 forty (40) hours.

2 7.3 Work performed on the holiday dates set forth within Section 7.1, shall be paid for at one
3 and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay in addition to the
4 regular holiday pay.

5 7.4 Each employee shall receive two (2) additional personal holidays to be administered
6 through the vacation plan. One day each shall be added to accrued vacation on the first of October and
7 on the first of November of each year. These days shall be used in the same manner as any vacation day
8 earned.

9 7.5 Stadium Security Guards shall receive and be afforded at their option the right to observe
10 the holidays set forth within Section 7.1.

11 7.6 Regular full-time and regular part-time employees shall receive no more than a maximum of
12 ninety-six (96) hours of holiday pay in any one calendar year.

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1 **ARTICLE 8: VACATIONS**

2 8.1 Regular, probationary, provisional and term-limited temporary employees shall accrue
3 vacation leave for each hour in pay status exclusive of overtime as described in the following table:

4

5 Full Years of Service	6	7 Maximum Total Days	8 Hourly Accrued Rate
9 Upon hire through end of Year	5	12	0.04616
10 Upon beginning of Year	6	15	0.05770
11 Upon beginning of Year	9	16	0.06154
12 Upon beginning of Year	11	20	0.07693
13 Upon beginning of Year	17	21	0.08077
14 Upon beginning of Year	18	22	0.08462
15 Upon beginning of Year	19	23	0.08847
16 Upon beginning of Year	20	24	0.09231
17 Upon beginning of Year	21	25	0.09616
18 Upon beginning of Year	22	26	0.10000
19 Upon beginning of Year	23	27	0.10385
20 Upon beginning of Year	24	28	0.10770
21 Upon beginning of Year	25	29	0.11154
22 Upon beginning of Year	26	30	0.11539
23 and beyond			

24 8.1.1 Notwithstanding the vacation leave schedule set forth in section 8.1, full-time regular
25 employees, who were employed on or before December 31, 1995 and have completed at least three but
26 less than five full years of service shall accrue fifteen days of vacation leave per year. At the end of the
27 fifth full year of service, such employees shall accrue vacation leave as set forth in section 8.1.

28 8.1.2 Short Term Temporary employees shall not accrue vacation leave.

8.2 Vacation accrual shall date from the first working day in which the employee commenced

1 continuous service. After completing 6 months service an employee may use accrued vacation.

2 **8.3** After six (6) months of full-time service a regular employee may, at the Department
3 Director's discretion, be permitted to use up to one-half (1/2) of the accruing vacation (40 hours) as an
4 essential extension of used sick leave.

5 **8.4** The Department Director shall be responsible for scheduling the vacation of employees in
6 such a manner as to achieve the most efficient functioning of the department. No employee shall be
7 permitted to work for compensation for the County in any capacity during the time of paid vacation
8 from the County service.

9 **8.5** Any employee separating from County service who has not taken his earned vacation, if
10 any, shall receive the hourly equivalent of his salary for each hour of earned vacation based upon the
11 rate of pay in effect for such employee on the last day he actually worked; When separation is caused
12 by death of an employee, payment shall be made to the estate of such employee, or in applicable cases,
13 as provided by State Law.

14 **8.6 Transfer Of Vacation Hours** - A regular full-time or regular part-time employee who has
15 completed at least one year of service, may transfer a portion of his accrued vacation to a regular full-
16 time or regular part-time employee of an equal or lesser hourly rate of pay who has completed at least
17 one year of service, upon written request to and approval of the transferring and receiving employee's
18 Department Director(s). Vacation hour transfers shall be strictly voluntary. Employees are prohibited
19 from offering or receiving monetary or any other compensation in exchange for transferring vacation
20 hours.

21 **8.6.1** Vacation hour transfers shall be in twenty-five (25) hour increments. The number of
22 hours transferred shall not exceed the transferring employee's accrued vacation credit as of the date of
23 the request. No transfer of vacation hours shall be permitted where it would cause the employee
24 receiving the transfer to exceed his maximum vacation accrual.

25 **8.6.2** Transferred vacation hours must be used within ninety (90) calendar days following the
26 date of the transfer. Transferred vacation hours shall be excluded from vacation payoff provisions
27 contained in K.C.C.3.12.190 (E and G). For purposes of this Section, the first hours used shall be
28 accrued vacation hours.

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1 ARTICLE 9: SICK LEAVE

2 9.1 All regular full-time employees shall accrue sick leave benefits at the rate of 0.04616 hours
3 for each hour in a pay status exclusive of overtime up to a maximum of 8 Hours per month; except that
4 sick leave shall not begin to accrue until the first of the month following the month in which the
5 employee commenced service.

6 9.1.1 Regular part-time employees shall accrue a prorata share of the sick leave benefits
7 provided for within Section 9.1 in an amount proportionate to that which their basic work week bears to
8 forty (40) hours.

9 9.1.2 Short Term Temporary employees shall not accrue sick leave.

10 9.2 Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave
11 may be used for medical, dental, or ocular appointments when absence during working hours for this
12 purpose is authorized by the Department Director. Sick Leave may be used for the care of Dependent
13 children as provided in County Ordinance. In any instance involving use of a fraction of a day of sick
14 leave, the minimum charge to the employee's sick leave account shall be one (1) hour. Additional sick
15 leave shall be computed in whole, not fractional hours. The Department Director shall be responsible
16 for control of abuse of the sick leave privilege. The employee may be required to furnish a certificate
17 issued by a licensed physician or other satisfactory evidence of illness to the appointing authority.

18 9.3 An employee who enters the service of the County as a regular employee shall begin
19 earning sick leave dating from the first of the month following the month in which the employee
20 commenced continuous service, unless such commencement date was the first working day of a month,
21 in which case, the first day of sick leave accrual shall date from the first of the month in which the
22 service began.

23 9.4 Bereavement Leave and Family Care - A regular full-time employee shall be entitled to
24 three (3) eight (8) hour days of bereavement leave a year due to death of a member of his "immediate
25 family".

26 9.4.1 A regular full-time employee who has exhausted his bereavement leave shall be entitled to
27 use sick leave in the amount of three (3) eight (8) hour days for each instance when death occurs to a
28 member of the employee's "immediate family". Three (3) eight (8) hour sick leave days of absence

1 from the job may be granted to an employee who is required to care for a member of his "immediate
2 family" who is seriously ill. In cases of family care where no sick leave benefit exists, the employee
3 may be granted leave without pay. In the application of any of the foregoing provisions, when a holiday
4 or regular day off falls within the prescribed period of absence, it shall not be charged.

5 9.5 Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may
6 be used in lieu of sick leave after accrued sick leave has been exhausted.

7 9.6 No County employee shall be entitled to sick leave while absent from duty due to the
8 following causes:

- 9
- 10 • Disability arising from any sickness or injury purposely inflicted or caused by willful
11 misconduct.
- 12 • Sickness or disability sustained while on leave of absence without pay.
- 13 • Inability to properly perform required duties because of intemperance or intoxication
14 (not to be construed as alcoholism).
- 15

16 9.7 Termination of an employee's continuous service except by reason of temporary layoff for
17 lack of work or funds, shall cancel all sick leave accrued to the time of such termination. Should the
18 employee resign in good standing and return to County employment within two (2) years, he shall have
19 his accrued sick leave restored. No payment shall be made to any employee for unused sick leave
20 accumulated to his credit at the time of termination of employment, regardless of the reason therefore,
21 except as provided for in Section 9.13. The date of termination of employment shall be considered as
22 the date certified by the Department Director as the last day worked and shall not include the equivalent
23 time involved in any overtime or vacation payoff made at the time of termination. The provisions of
24 this rule include termination of service by death.

25 9.8 For purposes of this Article, a member of the "immediate family" shall be construed to
26 mean a person related by blood or marriage or legal adoption as follows: grandmother, grandfather,
27 mother, mother-in-law, father, father-in-law, wife, husband, daughter, son, sister or brother of the
28 employee, or any relative continually living in the employee's household. Other distant relatives or

1 domestic partners who have resided in the home for at least one (1) year shall also be construed as being
2 members of the "immediate family".

3 9.9 Hospitalization of a member of the "immediate family" is a valid reason for sick leave under
4 the following conditions:

- 5 • Up to one (1) day of absence may be authorized for an employee to be at the hospital
- 6 on the day of an operation, on the day of the birth of his child, or
- 7
- 8 • In the event of critical illness of a member of the "immediate family".
- 9

10 9.10 Sick leave resulting from an employee's physical incapacity shall not be approved when
11 the injury or illness is directly traceable to employment other than with the County.

12 9.11 Employees who must use sick leave as a result of alcoholism, sub-stance abuse, or mental
13 health problems must produce proof of seeking and receiving treatment in a recognized and approved
14 treatment center. The County reserves the right to specify the treatment center.

15 9.12 The County shall reimburse those employees who have at least five (5) years of service
16 and retire as a result of length of service or who terminate by death, thirty five percent (35%) of their
17 unused, accumulated sick leave. All payments shall be made in cash, based upon the employee's base
18 rate of pay, and there shall be no deferred sick leave payments.

19 9.13 Donation Of Sick Leave Hours -A regular full-time or regular part-time employee may
20 donate a portion of his accrued sick leave to a regular full-time or regular part-time employee of an
21 equal or lesser hourly rate of pay who has completed at least six (6) months of service, upon written
22 notice to the transferring and receiving employee's Department Director(s). Sick leave hour donations
23 shall be strictly voluntary. Employees are prohibited from offering or receiving monetary or any other
24 compensation in exchange for donating sick leave hours.

25 9.13.1 Sick leave hour donations shall be in increments of five (5) hours. No donation shall be
26 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
27 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
28 hours in a calendar year.

1 9.13.2 Donated sick leave hours must be used within ninety (90) calendar days. Donated sick
2 leave hours shall be exempt from sick leave payoff provisions contained in K.C.C.3.12.220 (J), and sick
3 leave restoration provisions contained in K.C.C.3.12.220 (G). For purposes of this Section the first
4 hours used shall be accrued sick leave hours.

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1 **ARTICLE 10: SENIORITY**

2 **10.1** Employees shall be afforded the right to utilize their seniority as hereinafter defined for the
3 purposes specifically provided for within this Agreement.

4 **10.2** An employee shall be recognized as having attained seniority status when such employee
5 shall have completed a probation period of six (6) consecutive months in a classification covered by this
6 Agreement. Upon completion of the employee's probation period he shall be assigned a classification
7 seniority date which shall be the date when he first commenced his six (6) month probation for that
8 classification.

9 **10.2.1** In the event an employee is laid off during his six (6) month probation period and is
10 subsequently recalled to perform bargaining unit work within ninety (90) calendar days from the
11 employee's date of layoff; he shall then be credited with all days previously worked for purposes of
12 satisfying his six (6) month probation status and establishing his resultant classification seniority date.

13 **10.2.2** Employees shall continue to accrue seniority during an absence caused by industrial
14 disability. An employee who is unable to work because of a non-work related injury or illness shall not
15 accumulate seniority during such absence of thirty (30) calendar days or longer after that absence
16 exceeds his service credits relative to sick leave and vacation benefits.

17 **10.2.3** Employees on an approved leave of absence of thirty (30) calendar days or longer
18 without pay shall not accumulate seniority credits during such absence.

19 **10.2.4** When an employee is, or has been promoted or transferred from the bargaining unit to
20 another job so as to be excluded from coverage by this Agreement, such employee may be returned to
21 the unit by the County and he shall resume his seniority which he had as of the date of promotion or
22 transfer; provided however, in the event any such employee remains outside of the bargaining unit for a
23 period exceeding twelve (12) months, he shall not have his Bargaining Unit Seniority restored upon his
24 return to the bargaining unit.

25 **10.3** Seniority shall be defined as follows:

- 26 • "Classification Seniority" shall be defined as an employee's total length of service
27 within a given classification covered by this Agreement.
28 • "Bargaining Unit Seniority" shall be defined as an employee's total length of service
 within a classification(s) covered by this Agreement. Effective September 1, 1997
 employees will begin accruing seniority under their respective bargaining units within

the Joint Construction Crafts Agreement.

- “County Seniority” shall be defined as an employee's total length of service with the County in a career service position.

10.4 Seniority rights shall be forfeited for either of the following causes:

- Discharge for just cause.
- Resignation; provided however, in the event an employee who has completed his six (6) month probation period is rehired to a classification covered by this Agreement within twelve (12) months from the date of his termination or resignation, that employee shall then be credited with all his seniority credits previously existing on his last day worked.

10.5 Reduction-in-Force - Procedure - In the event of a reduction-in-force, the County shall layoff the employee in the classification affected who has the least Classification Seniority within the bargaining unit. Prior to any layoff, all temporary and probationary employees in the classification within the bargaining unit shall be laid off first.

10.5.1 Where two (2) or more employees have the same Classification seniority the employee amongst them who has the most Bargaining Unit Seniority shall be considered to be the most senior.

10.5.2 Where two (2) or more employees have the same Classification Seniority and the same Bargaining Unit Seniority, the employee amongst them with the most County seniority shall be considered to be the more senior.

10.6 Bumping Rights - An employee who becomes displaced due to a reduction-in-force, shall be permitted to use his classification seniority to displace or “bump out” a less senior employee occupying his same classification or he shall be permitted to use his bargaining unit seniority to displace or “bump out” a less senior employee occupying a classification within which the bumping employee had previously attained seniority status.

10.6.1 An employee who becomes displaced due to another employee's exercise of Section 10.6 (or this Section 10.6.1), shall also be afforded the right to displace or “bump out” a less senior employee in a similar manner.

1 **10.7 Recall From Layoff** - Employees displaced due to a reduction-in-force shall be recalled in
2 the inverse order of layoff; namely, those laid off last shall be recalled first subject to their ability to
3 perform the work for which they were recalled.

4 **10.8 Seniority Lists** - Seniority lists established in accordance with the provision of this Article,
5 shall be mailed by the County to each Union party to this Agreement and shall be posted in the
6 applicable work areas twice each year.

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1 ARTICLE 11: MEDICAL, DENTAL AND LIFE PLAN

2 11.1 The County shall maintain the current level of benefits under its medical, dental, vision
3 and life insurance programs during the life of this Agreement except as may be otherwise provided for
4 in Sections 11.3 and/or 11.4.

5 11.2 A newly hired regular employee shall be eligible for receipt of all benefits under the
6 County's medical, vision and life insurance programs on the first day of the month following their start
7 of employment.

8 11.3 There shall be established a Joint Labor Management Insurance Committee comprised of
9 an equal number of representatives from the County and the Labor Union Coalition whose function
10 shall be to review, study and make recommendations relative to existing medical, dental and life
11 insurance programs, The Employer and the Union shall implement any changes in employee insurance
12 benefits which result from any agreement of the Joint Labor Management Insurance Committee.

13 11.4 The County shall continue to provide medical insurance coverage at no cost for active
14 employees and their dependents for those months they are unable to work due to an on-the-job injury or
15 on-the-job illness and are receiving no sick leave or vacation benefits. The total number of months of
16 medical insurance coverage provided for under this Section shall not exceed six (6) months or the
17 number of months for which the employee continues to receive paid sick leave and/or paid vacation
18 leave benefits, whichever is the greater.

1 ARTICLE 12: MISCELLANEOUS

2 12.1 An employee elected or appointed to office in a Union party to this Agreement which
3 requires a part or all of his time shall be given leave of absence up to one (1) year without pay upon
4 application.

5 12.2 All employees who have been authorized to use their own transportation on County
6 business shall be reimbursed at the rate established by County Ordinance.

7 12.3 The County shall provide rain gear for all employees working in inclement weather as
8 needed.

9 12.4 An employee who has been directed by the County to perform work of a higher
10 classification for no less than five (5) consecutive days shall be paid for such work at the higher
11 classification rate of pay from the first hour.

12 12.5 Kingdome Energy Plant Jurisdiction - All work which historically has been performed by
13 members of International Union Of Operating Engineers Local No. 286 at the Kingdome Energy Plant
14 Facility shall continue to be recognized as work falling within the exclusive jurisdiction of International
15 Union of Operating Engineers Local No. 286.

16 12.6 Stationary Engineer Boiler Supervisor License Premium - Stationary Engineer Boiler
17 Supervisors holding those endorsement boiler license(s) as required by Chapter 6.230 of the Seattle
18 Municipal Code shall be compensated a five percent (5%) premium above their regular rate of pay.

1 ARTICLE 13: MANAGEMENT RIGHTS

2 13.1 The Union recognizes the prerogatives of the County to operate and manage its affairs in
3 all respects in accordance with its responsibilities and powers of authority.

4 13.2 The County shall have the right to schedule overtime work as required and consistent with
5 requirements of public employment.

6 13.3 Every incidental duty connected with operations enumerated in job descriptions is not
7 always specifically described.

8 13.4 The County reserves the right to discipline and discharge for just cause.

9 13.5 The County reserves the right to layoff personnel for lack of work or funds; or for the
10 occurrence of conditions beyond the control of the County; or when such continuation of work would be
11 wasteful and unproductive.

12 13.6 The County shall have the right to determine reasonable schedules of work and to establish
13 the methods and processes by which such work is performed.

14 13.7 No policies or procedures covered in this Agreement shall be construed as delegating to
15 others or as reducing or abridging the following management responsibilities:

- 16 • The responsibility of the Office of Human Resources Management for determining
17 classification, status and tenure of employees, establishing rules, initiating promotions
18 and disciplinary actions and certifying payrolls.
- 19 • The responsibility of Department Directors governed by Charter provisions,
20 Ordinances, and Administrative Guidelines for Career Service Employees which
include, but are not limited to the following:
 - 21 → To suspend, demote, discharge, or take other disciplinary action against
22 employees for just cause;
 - 23 → To relieve employees from duties because of lack of work, lack of funds, or
24 for disciplinary reasons;
 - 25 → To determine methods, means, and employees necessary for departmental
26 operations;
 - 27 → To control the departmental budget; and
 - 28 → To take whatever actions are necessary in emergencies in order to assure the
proper functioning of the department.

1 13.8 Nothing in this Agreement shall be construed to delete, add, or restrict any provision of the
2 King County Charter. Any provision or part thereto of this Agreement shall be void if found to be in
3 conflict with the King County Charter.

4 13.9 The County shall not aid, promote, or finance any labor group or organization purporting
5 to engage in collective bargaining or make any agreement with any such group or organization which
6 would violate any rights of the Union under this Agreement.

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1 ARTICLE 14: GRIEVANCE PROCEDURE

2 **14.1** The County and the Union recognize the importance and desirability of settling grievances
3 promptly and fairly in the interest of continued good employee relations and morale. In furtherance of
4 this objective, the County and the Union shall extend every effort to settle grievances at the lowest
5 possible level of supervision.

6 **14.2** Employees shall be unimpeded and free from restraint, interference, coercion,
7 discrimination or reprisal in seeking adjudication of their grievances.

8 **14.3** A grievance shall be defined as an issue relating to the interpretation and application of
9 rights, benefits, or conditions of employment as contained in this Agreement.

10 **14.4** The Union shall not be required to press employee grievances if in the Union's opinion,
11 such lack merit. With respect to the processing, disposition and/or settlement of any grievance,
12 including hearings and final decision of any Arbitrator, the Union shall be the exclusive representative
13 of the employee.

14 **14.5** Employees, whether Union members or not, shall have no independent unilateral privilege
15 or right to invoke the grievance procedure.

16 **14.6** The disposition and/or settlement of any grievance or other matter in dispute as determined
17 by and between the Union and the County shall be final and binding upon all parties to the dispute.

18 **14.7**

19 STEP 1: A grievance shall be verbally presented by the aggrieved employee or the
20 Union within ten (10) calendar days of the occurrence of such grievance to the employee's immediate
21 Supervisor. The immediate Supervisor shall gain all relevant facts, discuss the same with the Division
22 Manager, and attempt to adjust the matter and notify the employee within seven (7) calendar days after
23 receipt of the grievance.

24 **14.8**

25 STEP 2: If the grievance has not been satisfactorily resolved, the employee and the
26 Union representative shall reduce the grievance to writing, outlining the facts as they are understood, the
27 Section of the Agreement allegedly violated and the remedy sought. The written grievance shall then be
28 presented to the Department Director for investigation, discussion and written reply. The Department

1 Director shall make a written decision available to the aggrieved employee and the Union within fifteen
2 (15) calendar days.

3 14.9

4 STEP 3: If the decision of the Department Director has not resolved the grievance to
5 the satisfaction of the Union, the grievance shall be presented to a joint committee of equal
6 representation from the Union and the County with a maximum of two (2) for each side. This
7 committee shall attempt to resolve the grievance within fifteen (15) calendar days. If the committee is
8 unable to resolve the grievance the parties may agree to submit the grievance to the County's alternative
9 Dispute resolution process.

10 14.10

11 STEP 4: Should this committee/or the Dispute resolution process be unable to resolve
12 the grievance, either the County or the Union may request arbitration specifying the exact question
13 which it wishes to be arbitrated, the Section of the Agreement violated and the remedy sought; provided
14 such request has been initiated within ninety (90) calendar days from the date the grievance was brought
15 to the attention of the employee's immediate Supervisor as provided for in Step 1. The committee shall
16 then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to
17 agree upon a third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of
18 seven (7) names furnished by the American Arbitration Association. The arbitrator shall be selected
19 from the list by both the County representative and the Union representative each alternately striking a
20 name from the list until only one name remains. The remaining name shall serve as the arbitrator. The
21 arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be
22 asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon all
23 parties to the dispute.

24 14.11 The arbitrator shall have no power to add to, subtract from, disregard, modify or
25 otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the power
26 only to apply and interpret the provisions of this Agreement in reaching a decision.

27 14.12 The arbitrator's fee and expenses shall be borne equally by the County and the Union.
28 The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by the

1 County and the Union. Each party shall bear the cost of any witnesses appearing on its own behalf.

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ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

15.1 The County, the Council and the Unions 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 Unions 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 bona fide, or other interference with County functions by employees under this Agreement and should same occur, the involved Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the afore-referenced 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 Director if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.

15.2 Upon notification in writing by the County to the Council and the Union that any of its members are engaged in a work stoppage, the Council and the Union shall immediately, in writing, order such members to immediately cease engaging 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 Union shall publicly order such Union members to cease engaging in such work stoppage.

15.3 Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall be subject to disciplinary action in accordance with the County's work rules up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

1 ARTICLE 16: WAIVER CLAUSE

2 16.1 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
5 Agreement. Therefore, the County and the Unions for the duration of this Agreement, each agree to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically
7 referred to or covered in this Agreement.

8 16.2 All letters, agreements and understandings in effect prior to the effective date of this
9 Agreement are deemed null and void as of the effective date of this Agreement.

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1 ARTICLE 17: SAVINGS CLAUSE

2 17.1 Should any part hereof or any provisions 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 competent
4 jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the
5 remaining portions hereof; provided however, upon such invalidation the parties shall meet and
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force
7 and effect.

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1 ARTICLE 18: DURATION

2 18.1 This Agreement and each of its provisions shall become effective January 1, 1999 and
3 shall continue in full force and effect through December 31, 2001 or the closing of the Kingdome
4 whichever occurs first.

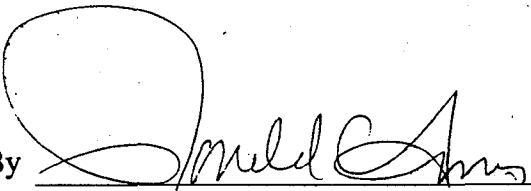
5 18.2 During the life of this Agreement the County and the Joint Crafts Council may, upon
6 mutual agreement, open Articles 8 and 9 for the purpose of negotiating a General Leave plan.

7 18.3 If the King County Council passes an ordinance approving a bi-weekly payroll, this
8 bargaining unit will convert to the bi-weekly payroll.

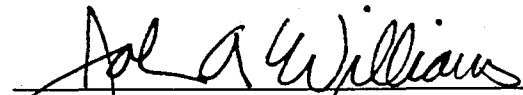
9 18.4 The parties agree to reopen negotiations for increases in wage rates following the
10 completion of the County's classification and compensation negotiations for the Joint Craft
11 Construction Agreement.

12
13 **COUNTY OF KING, WASHINGTON:**

14
15 APPROVED this 5 day of May, 1999

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18
19 By 
20 King County Executive

21
22 **JOINT CRAFTS COUNCIL, STADIUM CONSTRUCTION CRAFTS:**

23
24
25
26  3-30-99
27 John A. Williams Date
28 Co Chair

13510

1 THE UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the
2 County of King, Washington, and the Joint Crafts Council on behalf of the Council and each on its own
3 behalf, do hereunto affix their signatures.

4
5
6
7 By Paul H Dressler
8 Pacific Northwest Regional Council of Carpenters ~~of Seattle, North Puget Sound and Vicinity~~

9 By Don E Hursey
10 International Association of Machinist and Aerospace Workers District No. 160, Hope Lodge No. 289

11 By Galimiro 4-12-99
12 International Brotherhood of Electrical Workers Local No. 46

13
14 By John Williams 3-30-99
15 International Brotherhood of Teamsters Local No. 117

16 By John Hursey 4-5-99
17 International Union of Operating Engineers Local No. 286

18 By George Verheul 4-5-99
19 International Union of Operating Engineers Local No. 302

20
21 By Samuel W. Sells 4-6-99
22 International Brotherhood of Painters and Allied Trades District Council No. 5

23 By [Signature] 4-13-99
24 United Association of Plumbers & Pipefitters Local No. 32

13510

ADDENDUM A

AGREEMENT

by and between

COUNTY OF KING, WASHINGTON

and

JOINT CRAFTS COUNCIL

(Representing Stadium Construction Crafts)

January 1, 1999 through December 31, 2001

THIS AGREEMENT by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council, comprised of certain Unions, hereinafter individually referred to as the Union, representing those employees commonly referred to as the Stadium Construction Crafts employees.

A.1 Effective January 1, 1999, the classifications of work and the hourly rates of pay for each classification covered by this Agreement shall be as follows:

CLASS CODE	CLASSIFICATION	HOURLY RATES OF PAY
6168	Carpenter	21.98
6169	Electrician	21.98
6133	Machinist	21.98
6153	Stationary Engineer	21.98
6172	Operating Engineer	21.98
6171	Painter	21.98
6170	Plumber	21.98

CLASS CODE	CLASSIFICATION TEAMSTERS 117	STEP 1 0000-1040h	STEP 2 1041-3120h	STEP 3 3121h
6166	Stadium Maintenance Worker	17.04	18.16	19.29
0203	Stadium Supply Clerk	17.19	18.18	18.18
6177	Stadium Maintenance Helper	13.20	14.06	14.06
6173	Stadium Head Grounds Keeper	21.98	21.98	21.98
6175	Stadium Grounds/Custodial Specialist	21.98	21.98	21.98
6181	Stadium Suites Maintenance Coordinator	21.98	21.98	21.98

CLASS CODE	CLASSIFICATION	STEP 1 0000-1040h	STEP 2 1041-2080h	STEP 3 2081-3120h	STEP 4 3121-4160h	STEP 5 4161h
	Craft Union Trainee	18.87	19.50	20.15	20.81	21.50
5201	Parking Attendant	12.95	13.26	13.59	13.91	14.24
5144	Security Guard	11.78	12.36	12.65	13.59	14.25

A.2 STEPS 1 to 2, 2 to 3, 3 to 4 and 4 to 5 (where applicable) are STEP increases which become effective upon completion of the specified regular straight-time hours of employment identified within Sections A.1.

A.3 Crafts Training Program - The County shall have the authority to implement a Training Program for Stadium Maintenance Workers who have demonstrated an ability to perform the work of a Craft Union classification. A Trainee shall not be assigned to perform work within a Craft Union's jurisdiction unless there is a minimum of two (2) journeymen in that particular Craft Union's jurisdiction who are actively employed under this Agreement by the County. The County shall retain the right to determine the need for a Trainee; and if such determination is made, the particular Craft Union shall be advised as to the Stadium Maintenance Worker selected. The particular Craft Union shall thereafter be

1 responsible for notifying the County that the selected Stadium Maintenance Worker meets their
2 requirements and that such person had agreed to the terms of the Craft Union's Training Program.

3 A.3.1 Upon assignment to a Craft Union Trainee position, the Stadium Maintenance Worker
4 shall be paid at the top pay Step for the Stadium Maintenance Worker classification and shall thereafter
5 receive pay increases each one thousand forty (1040) regular straight-time hours as specifically set forth
6 within Section A.1 until he has attained the rate of pay for the Craft Union classification.

7 A.3.2 There shall be no more than two (2) Trainees in the Training Program at any one time.
8 Trainees shall be required to furnish proof of their training with the Crafts Union's Training Program
9 and their successful completion of same at each of the assigned one thousand forty (1040) regular
10 straight time hours intervals in order to be eligible to receive the next pay Step increase. Failure to abide
11 by the provisions of the Training Program shall result in the employee's termination without the right to
12 return to the Stadium Maintenance worker classification.

13 A.4 An employee who is assigned by proper authority in writing to perform lead worker duties
14 shall be compensated five percent (5%) over his regular hourly rate of pay for all time so assigned.

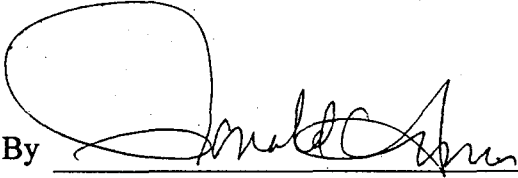
15 A.5 The rates of pay set forth within Section A.1 are paid predicated upon the Craft Unions
16 agreeing to the concept of employees in the classifications covered by this Agreement working across
17 jurisdictional lines as the need arises. It is not the intent however, to replace the craft jurisdiction by
18 another craft except in those instances where support and/or assistance of the other journey person
19 employees is required.

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1 A.5.1 When the majority of an employee's regular work duties comprise those normally
2 associated with one particular classification for an extended period of time the County upon request of
3 the Union(s) shall meet to confer and resolve the issue of jurisdiction, classification, issues of
4 jurisdiction and classification that result from the application of Section A.5.

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8 **COUNTY OF KING, WASHINGTON:**

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10 APPROVED this 5 day of May, 1999

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13
14 By 
15 King County Executive

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18
19 **JOINT CRAFTS COUNCIL, STADIUM CONSTRUCTION CRAFTS:**

20
21
22
23  3-30-99
24 John A. Williams Date
25 Co Chair

13510

1 THE UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the
2 County of King, Washington, and the Joint Crafts Council on behalf of the Council and each on its own
3 behalf, do hereunto affix their signatures.

4
5
6 By Joel Dressler
Pacific Northwest Regional Council of Carpenters of ~~Seattle, North Puget Sound and Vicinity~~

7
8 By Don E. Husey
9 International Association of Machinist and Aerospace Workers District No. 160, Hope Lodge No. 289

10 By Edumio 4-02-99
11 International Brotherhood of Electrical Workers Local No. 46

12
13 By John Williams 3-30-99
14 International Brotherhood of Teamsters Local No. 117

15 By [Signature] 4-5-99
16 International Union of Operating Engineers Local No. 286

17
18 By George Verheul
19 International Union of Operating Engineers Local No. 302

20 By [Signature] 4-6-99
21 International Brotherhood of Painters and Allied Trades District Council No. 5

22 By [Signature] 4-13-99
23 United Association of Plumbers & Pipefitters Local No. 32

05/03/99

LARRY PHILLIPS
KENT PULLEN
LARRY GOSSETT

Introduced By:

10000199
Clerk 05/06/99

Proposed No.:

1999-0262

ORDINANCE NO. **13511**

1
2 AN ORDINANCE approving and adopting the collective
3 bargaining agreement negotiated by and between King County
4 and International Brotherhood of Electrical Workers, Local 77,
5 representing employees in the departments of information and
6 administrative services and transportation; and establishing the
7 effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated between King
10 County and the International Brotherhood of Electrical Workers, Local 77, representing
11 employees in the departments of information and administrative services and transportation
12 attached hereto is hereby approved and adopted by this reference made a part hereof.