AGREEMENT

BETWEEN

GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 767M

AND

KING COUNTY

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AND
KING COUNTY

These articles constitute an Agreement, terms of which have been negotiated in good faith, between King County (the County) and the Graphic Communication Conference of the International Brotherhood of Teamsters Local 767M (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the 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 the 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. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the Union as representing those employees whose job classifications are listed in the attached Addendum A.

Section 2. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members and those who are not members on the effective date of this Agreement shall,

on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in the Union or pay an agency fee. It shall also be a condition of employment that all employees covered by the Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union or pay an agency fee.

Section 3. Nothing contained within this Article shall require an employee to join said Union who can substantiate they hold genuine religious beliefs or tenets which object to membership in the Union, in which case an amount of money equivalent to the regular Union dues and initiation fee shall be paid to a nonreligious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish proof that such payment has been made every thirty (30) days. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

Section 4. All initiation fees and dues paid either to the Union or charity shall be for non-political purposes.

Section 5. Dues Deduction. Upon receipt of a written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the Union.

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

ARTICLE 3: MANAGEMENT RIGHTS

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

Section 1. The County will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.

Section 2. It is recognized that the County retains the right, except as otherwise provided in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of the County include, but are not limited to:

A. recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the times and methods and means of such actions;

B. assign and direct the work; assign overtime; develop and modify class specifications as well as assignment for the salary range for each classification, and allocate positions to those classifications, and employees to those positions; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;

C. reduce the work force due to lack of work, funding or other cause consistent with efficient management and procedures, discipline, suspend, demote, or dismiss employees; and

D. establish reasonable work rules; assign the hours of work and assign employees to shifts and days off.

ARTICLE 4: HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any special or limited holidays as declared by the President or Governor and as approved by the Council.

Section 2. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Section 3. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

Section 4. Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

Section 5. Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be accrued during the pay period that includes the first of October and one during the pay period that includes the first of November of each year. These days can be used in the same manner as any vacation day earned.

Section 6. When a holiday is normally observed by the County on a Monday which is an

employee's normally scheduled day off, the holiday shall be observed on the immediately following Tuesday. When a holiday is observed on a Friday which is an employee's normally scheduled day off, it shall be observed on the immediately preceding Thursday.

Section 7. Paid holidays, including personal holidays, consist of the employee's regularly scheduled full-time hours not to exceed eight (8) hours. Full-time Employees scheduled for four (4) ten (10) hour days per week will be paid for eight (8) hours of holiday pay and may elect to use two (2) hours of vacation pay or compensatory time.

Section 8. Leave eligible employees who work a part-time work schedule will be granted each of the holidays identified in Section 1 with pay prorated to reflect their normally scheduled workweek.

ARTICLE 5: VACATIONS

Section 1. All leave eligible employees shall accrue vacation benefits according to the following table:

Length of Service	Annual Leave in Days Accrued per Year of Service
Upon Hire through end of year 5	12
Upon beginning of year 6	15
Upon beginning of year 9	16
Upon beginning of year 11	20
Upon beginning of year 17	21
Upon beginning of year 18	22
Upon beginning of year 19	23
Upon beginning of year 20	24
Upon beginning of year 21	25
Upon beginning of year 22	26
Upon beginning of year 23	27
Upon beginning of year 24	28
Upon beginning of year 25	29
Upon beginning of year 26 and beyond	30

Section 2. Leave eligible employees will accrue vacation leave from their date of hire. Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 1, prorated to reflect their normally scheduled workweek.

Section 3. Full-time leave eligible employees may accrue up to sixty (60) days (480 hours) vacation. Part-time leave eligible employees may accrue vacation leave up to sixty (60) days

prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount on or before the last pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the Division Director/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

Section 4. During the first six (6) months of service, leave eligible employees may, at the Division Director's discretion, use any accrued days of vacation leave as an extension of sick leave. This provision does not limit the ability of employees to use accrued leave for a qualifying event under the Washington Family Care Act or as otherwise provided by law. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

Section 5. The Division Director/designee shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the division. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from the County service.

Section 6. Except as modified by a VEBA agreement any leave eligible employee who separates from County service will be paid for accrued vacation leave to his/her date of separation up to the maximum accrual amount in accordance with Section 3 if the employee has successfully completed his/her first six (6) months of County service and is in good standing. Payment will be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by RCW, Title 11.

ARTICLE 6: SICK LEAVE

Section 1. All leave eligible employees shall accrue sick leave benefits at a monthly rate equal to 0.04616 for each hour in regular pay status exclusive of overtime or comp time up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously

earned. There shall be no limit to the hours of sick leave benefits accrued by a leave eligible employee.

Section 2. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one-half (1/2) hour. The Division Director/designee shall be responsible for control or abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed health physician or other satisfactory evidence of injury or illness to the Division Director/designee.

Section 3. Accrued sick leave will be used for the following reasons:

A. The employee's bona fide injury or illness;

B. The employee's occupational injury or illness:

1. An employee who contracts an occupational illness or injury on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave status;

2. An employee who chooses to augment workers compensation payments with the use of accrued sick leave will notify the workers compensation office in writing at the beginning of the leave;

3. An employee may not collect sick leave and worker's compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

C. Exposure to contagious diseases and resulting quarantine.

D. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

E. The employee's medical, ocular or dental appointments provided that the employee's manager/designee has approved the scheduling of sick leave for such appointments.

F. To care for the employee's eligible child if the child has an illness or health condition which requires treatment or supervision from the employee;

G. To care for other family members, if:

1. The employee has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months,

2. The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and,

3. The reason for the leave is one of the following:

a. The birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve (12) months of the birth, adoption or placement;

b. The care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

c. Care of a family member who suffers from a serious health condition.

4. The parties agree that to the extent Washington State law provides greater benefits for the use of paid leave for family care, the state law shall prevail.

Section 4. King County Family and Medical Leave. Leave eligible bargaining unit members shall be granted benefits consistent with all provisions of the King County Family and Medical Leave Act (KCFML), *K.C.C. 3.12.220(I).* This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

A. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged.

Section 5. Sick leave shall not be used in lieu of vacation, but vacation may be used in lieu of sick leave, after accrued sick leave has been exhausted.

Section 6. Workers' Compensation. If an employee is injured on the job and requires

immediate medical treatment, the employee will be compensated in full for the rest of the workday without being required to use sick leave or vacation leave. The employee can use accrued sick leave if the injury requires the employee to miss any scheduled workdays in the first three (3) calendar days after the injury. Workers' Compensation Payments begin on the fourth day after the injury and continue during the period of disability. If the employee's disability period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and Claims Management Section. Sick leave pay may be used to supplement industrial insurance benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned vacation leave may be used in a like manner after sick leave is exhausted.

Section 7. Termination of a regular employee's continuous service, except by reason of temporary lay-off for lack of work or funds, or non-disciplinary medical reasons shall cancel all sick leave accrued to the time of such termination. Should the employee who was laid-off or was separated for non-disciplinary reasons return to County employment within two (2) years, he or she shall have accrued sick leave restored. No payment shall be made to any employee for unused sick leave accumulated to his or her credit at the time of termination of employment, regardless of the reason therefore, except as provided for in KCC 3.12.220(F). The date of termination of employment shall be considered as the date certified by the Department Director as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination. The provisions of this rule include termination of service by death.

Section 8. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than with the County of King.

Section 9. Information about Employee Assistance Programs (EAP) offered by the County will be available to employees.

Section 10. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%) of their unused sick leave. All payments shall be made in cash, based on employees base rate, and there shall be no deferred sick leave payments. Retirement for the purposes of this Article shall mean any employee who at the time of termination is eligible and begins receiving benefits immediately

under the Public Employees Retirement System.

Section 11. Bereavement Leave. All employees eligible for leave benefits are entitled to three (3) paid days per incident of bereavement leave due to the death of an immediate family member. An employee who has exhausted his or her bereavement leave may use up to three (3) days of sick leave for each instance when death occurs to an immediate family member; which is defined as the spouse or domestic partner of the employee and grandparent, grandchild, parent, child, step-child, siblings, daughter-in-law and son-in-law of the employee, spouse, or domestic partner.

If no sick leave benefit is authorized or exists for the employee, then the Division Director may approve leave without pay. Holidays or regular days off falling within the prescribed period of absence will not be charged against bereavement pay entitlement.

Section 12. Donation of Vacation and Sick Leave Hours by Leave Eligible Employees.

A. Vacation leave hours.

1. Leave eligible employees may donate a portion of his or her accrued vacation leave to another leave eligible employee. Such donation will occur upon written request to and approval of the donating and receiving employees' department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a departmental hardship for the receiving department.

2. The number of hours donated shall not exceed the donor's accrued vacation credits as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

3. Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in this Agreement. For purposes of this section, the first hours used by an employee shall be accrued vacation leave hours.

B. Sick leave hours.

1. Leave eligible employees may donate a portion of his or her accrued sick

leave to another leave eligible employee upon written notice to the donating and receiving employees' department director(s).

2. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

3. Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

C. All donations of vacation and sick leave made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. All vacation and sick leave hours donated shall be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

Section 13. Family Care. To the extent Washington State law provides more extensive benefits for use of paid leave for family care, the Union and the County agree that state law shall prevail.

ARTICLE 7: WAGE RATES

Section 1. Wage rates shall be in accordance with the job classifications and ranges in Addendum A of this Agreement.

Section 2. While it is the prerogative of the management to determine which employees of the Print Shop will be designated as Lead and, thus, receive the premium pay, the parties understand and appreciate the concerns of the employees currently so assigned that their lead pay not be

revoked without providing an opportunity to discuss the matter. The County therefore, agrees to the following:

1. The Division Director or designee will notify the Union and the affected employee at least ten (10) work days prior to revoking the Lead status of that individual.

2. If requested by the Union, a meeting will be scheduled to discuss the situation. Scheduling of such a meeting will not serve to delay the revocation of the Lead assignment.

3. Upon revocation of the Lead status and Lead pay, the employee will no longer be required to perform the additional duties/functions associated with that Lead assignment.

Section 3. Temporary employees receive no benefits or pay in lieu of benefits unless the individual qualifies for same under the County Code.

Section 4. If an employee of the Print Shop is promoted to another position in the bargaining unit, the first-year rate will be approximately five percent (5%) over the individual's current rate of pay or step one (1) of the new classification, which ever is higher.

Section 5.

A. Employees assigned to perform leadworker duties shall be paid one dollar and twenty-five cents ($1.25) per hour premium for all time spent while so assigned.

B. Employees assigned to a second shift shall be paid a twenty-seven cents ($ 0.27) per hour premium for all time spent while so assigned.

C. Work Outside of Classification. An employee assigned in writing to work outside of classification for a period in excess of one-half (1/2) the shift, shall be paid at the rate of the higher classification for all time so assigned, in accordance with the County Code.

Section 6. Cost-of-living adjustments will be as provided under Addendum B attached to this Agreement.

ARTICLE 8: OVERTIME

Section 1. Except as otherwise provided in this Article, employees on a five (5) day eight (8) hour schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) in one day, exclusive of lunch period. Employees on a four (4) day ten (10) hour schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of ten (10) in one

day, exclusive of lunch period.

Section 2. Overtime shall be compensated for at one and one-half (1-1/2) times the regular rate. Overtime may be paid as compensatory time at the rate of time and one-half (1-1/2), if requested by the employee and approved by the supervisor, consistent with the provisions of the County's Personnel Guidelines.

Section 3. A minimum of four (4) hours at overtime rate shall be allowed each time an employee is required to work on a normally scheduled day off. Where such overtime exceeds four (4) hours, the actual hours worked shall be paid at overtime rates.

Section 4. All overtime shall be authorized in advance by the Division Director/designee in writing, except in emergencies. Saturday and Sunday work is not considered overtime when it is a regularly scheduled work day for the individual or crew.

Section 5. Required work at other than the normal scheduled working hours, or special scheduled working hours not enumerated above shall be credited as such, and will be compensated at one and one-half (1-1/2) times the regular rate, and in the event this work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, his/her regular shift shall be compensated at regular time.

Section 6. Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

ARTICLE 9: HOURS OF WORK

Section 1. The standard work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 6:00 a.m. and 6:00 p.m. Multiple shifts are recognized as are Alternative Work Schedules such as 4/10 schedule.

Section 2. The County and the Union agree that should a four (4) day ten (10) hour workweek (4/10) be implemented employees working said schedule will be subject to the following conditions:

Work Day - The normal workday shall not exceed ten (10) hours each, exclusive of

the lunch period.

Work Week - Employees shall be scheduled to work four (4) consecutive workdays for a total of forty (40) hours per week.

Vacations - Hourly vacation accrual rates shall not be affected upon implementation of a 4/10 work schedule. Vacation benefits shall be expended on an hourly basis (for example, an employee scheduled to work ten (10) hours shall be charged with the use of ten (10) hours of vacation for each day of vacation) and in accordance with Article 5.

Sick Leave - Hourly sick leave accrual rates shall not be affected upon implementation of a four (4) day work schedule. Sick leave benefits shall be based on number of hours worked and shall be expended on an hourly basis and in accordance with Article 6.

Scheduling - Scheduling of days and hours of work shall be the sole prerogative of the County.

Discontinuance - The County shall have the right to discontinue the 4/10 workweek schedule for any business or operational reason provided at least four (4) weeks prior notification is given, after which the terms and conditions of 4/10 workweek schedule portions of this Agreement shall become null and void. Nothing in this Section shall be interpreted in such a way as to prevent individual employees from returning to a five (5) day work week schedule with less than a four (4) week prior notification providing such a change is mutually agreeable between the employee and the County.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

King County presently participates in group medical, dental, and life insurance programs. The County agrees to maintain a plan during the term of this Agreement, provided that the Union and the County agree that the County may implement changes to employee insurance benefits to which the Joint Labor Management Insurance Committee has agreed.

ARTICLE 11: MISCELLANEOUS

Section 1. An employee elected or appointed to an office in a local of the Union shall be given a leave of absence not to exceed one (1) year without pay upon application.

Section 2. FMD subscribes to the career ladder concept and will promote from within

consistent with the dictates of good management practice and merit principals. Position vacancies shall be filled in accordance with the King County Personnel Guidelines; provided that regular employees covered by this bargaining agreement shall have notice of the vacancies and the opportunity to request simultaneous consideration for advancement to openings for which they qualify; provided further that hiring decisions shall be the sole province of management.

Section 3. The County agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material, providing there is sufficient space, beyond what is required by the County for "normal" business operations.

Section 4. New Technology or Equipment. In the event that the County acquires new technology, the County shall provide written notice to the Union within a reasonable time prior to installation. The County agrees to meet and confer with the Union regarding the introduction of such technology or equipment and any impact it may have on bargaining unit work. If, as a result of the acquisition of new technology positions are reclassified, any negotiated wage changes will be retroactive to the date the operation of the new technology/equipment commenced.

Section 5. Re-opener. During the term of this Agreement, the parties agree to negotiate the subject of pension withholding for the Union Pension Fund.

Section 6. The parties agree the County has the right to standardize pay practices and Fair Labor Standards Act workweeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this Agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

Section 7. Background Check. As a condition of employment, all employees are required to pass a background check including a fingerprint based background check as required by the County pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass the background check, or revocation of CJIS access, will be just cause to separate the employee from the County. All employees are required to self-report any instance when they have been arrested and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good cause presented by the employee as soon as possible after the arrest and/or charge, is cause for discipline.

ARTICLE 12: DISPUTE RESOLUTION PROCEDURES.

Section 1. The County shall not discipline regular employees for other than just cause. Temporary, term-limited temporary and probationary employees are employed at will and do not have the right to use the procedures under this Article if disciplined or discharged.

Section 2. In the event the County requires an employee to attend a meeting for purposes of discussing an incident which may lead to suspension, demotion, or termination of that employee, the employee has the right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, he or she shall notify the County at that time and shall be provided a reasonable time, up to one (1) work day, to arrange for Union representation.

Section 3. Grievance/Arbitration/Mediation. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

A. Definition.

Grievance - A claim by an employee or their union that the terms of this Agreement have been violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee and his/her representative, if the employee wishes, within ten (10) working days of the occurrence of such grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days of receiving the grievance. If a grievance is not presented in writing to the next level within ten (10) working days of the supervisor's response, it shall be presumed resolved.

Step 2. If after thorough discussion with the supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to

writing, outlining the facts as they are understood. The written grievance may then be presented to the Division Director/designee within ten (10) workdays as stated above for investigation, discussion, and written reply. The director/designee shall make his/her written decision available to the aggrieved employee and Union within ten (10) working days following the meeting to adjust the grievance. If the grievance is not pursued to the next higher level within the following ten (10) working days following the director's/designee's response, it shall be presumed resolved.

Step 3. If after thorough evaluation, the decision of the director/designee has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Labor Relations Director/designee. All letters, memoranda and other written materials previously submitted to first two grievance steps shall be made available for the review and consideration of the director/designee. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen (15) working days following the meeting to adjust the grievance. If the matter is not resolved, the director/designee will be the Union's contact thereafter in this process. If the grievance is not pursued to the next higher level within thirty (30) working days of the director's/designee's response, it shall be presumed resolved.

Step 4. If within thirty (30) calendar days of the date of response provided in Step 3, the matter has not been resolved the grievance may be submitted to arbitration. If arbitration has been timely requested, the parties may with mutual consent attempt grievance mediation. The process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual request.

Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 3, the parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five (5) arbitrators furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one (1) name remains. The party to strike first shall be determined by

a coin toss. The arbitrator under voluntary labor arbitration rules of the AAA shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board, as defined in R.C.W.41.56.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of its own legal fees regardless of the outcome of the arbitration.

C. Time Limits. Time limits may be extended upon written consent of the parties.

Section 4. Alternative Dispute Resolution procedures.

A. Unfair Labor Practice (ULP). The parties agree that thirty (30) days prior to filing a ULP complaint with the Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged ULP.

B. Grievance. After a grievance is initially filed, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual consent. This process will not exceed ten (10) days:

1. A meeting will be arranged by the Union Representative and Director of Labor Relations/designee to attempt to resolve the matter.

2. a. The meeting will include a mediator and the affected parties.

b. The parties may mutually agree to other participants such as Union and management representatives or subject matter experts.

3. The parties will meet at mutually agreeable times to attempt to resolve the matter.

4. If the matter is resolved, the grievance will be withdrawn.

5. If the matter is not resolved, the grievance will continue through the grievance process.

6. The moving party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.

7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This Section does not supersede or preclude any use of grievance mediation later in the grievance process.

ARTICLE 13: NONDISCRIMINATION

Section 1. The County or the Union shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, religious affiliation, marital status, sex, sexual orientation, gender identity or expression, or disability.

ARTICLE 14: SAVINGS CLAUSE

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

ARTICLE 15: WORK STOPPAGES AND COUNTY PROTECTION

Section 1. The County and the Union 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 Union 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 Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be

deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such work stoppage.

Section 3. Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall be considered absent without authorized leave and shall be considered to have resigned.

ARTICLE 16: WAIVER CLAUSE

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

ARTICLE 17: CONTRACTING WORK

The County will not contract work which the members of the Union have historically exclusively performed unless it is required by law, is a business necessity, an emergency situation, or to augment the work force on a short term, temporary basis. Except for emergency situations the County will provide notice to the Union of its intent to contract out, upon request, bargain the decision and its effects of that decision. Unless otherwise agreed, under no circumstances will the County agree to any long term or permanent contracting out of bargaining unit work. Nothing in this provision will limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out due to an emergency or to temporarily augment the workforce

ARTICLE 18: REDUCTION-IN-FORCE

Section 1. Regular employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off within the classification according to the employee's date of hire into a

bargaining unit position. Regular employees with the least amount of seniority shall be laid off first; however, in the event of two (2) employees having the same seniority, ability, skill and other relevant job-related factors shall be the determining factors on retention.

Section 2. In the event of a layoff where more senior employees are displaced by lack of funds, curtailment of project, etc., then such employees shall be entitled to bump less senior employees, the intent being that the least senior employees will be laid off first.

Section 3. Prior to any layoff, all employees other than regular employees in the bargaining unit shall be removed from the payroll first. This shall include temporary employees, interns and probationary employees.

Section 4. The County agrees to notify the Union at least two (2) weeks in advance, in writing, of any anticipated reduction-in-force. Such notice shall include the names, classifications, and seniority dates of all regular employees within the affected department and the names, classifications, and seniority dates of employees scheduled to be laid off.

Section 5. Regular employees exercising their bumping rights must be able to qualify for the position into which they propose to bump within a reasonable time of being placed in the position.

Section 6. Employees laid off shall be recalled in the inverse order of layoff for up to two (2) years from the date of layoff, those with the most seniority being recalled first.

ARTICLE 19: DURATION

This Agreement and each of its provisions shall become effective upon ratification by the King County Council and shall cover the period January 1, 2012 through December 31, 2014.

Contract negotiations for 2015 may be initiated by either party providing to the other written notice of its intentions to do so not less than thirty (30) days prior to September 1, 2014.

APPROVED this 6 day of JUNE, 2013.

By: Dow Constantine

King County Executive

UNION:

Brian Earl, President
Graphic Communication Conference
of the International Brotherhood of
Teamsters, Local 767M

4-29-13
Date

cba Code: 230

Union Code: L1

Addendum A
Graphic Communications Conference, Local 767M
Print Shop - Graphic Communications
DES (Facilities Management Division)
Wage Addendum

Job Class Code	PeopleSoft Job Code	Classification Title	Range
7212100	721201	Bindery Technician	40
7212000	721001	Bindery Technician - Assistant	29
7210100	720901	Copy Center Technician	35
7211000	721602	Pre-Press Production Specialist	46
7211100	721103	Printing Equipment Technician	40

Please refer to the King County Squared Table for rates

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 767M
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M - Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)

cba Code	Union	Contract
230	GGC/IBT Local 767M	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. <u>2014 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if

more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M:

11/4/10
Date

For King County:

P. Cole-Tindall

11-4-10
Date

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office