



## King County

### Metropolitan King County Council Budget and Financial Management Committee

#### STAFF REPORT

---

Agenda Item No.:	8	Date:	19 Jul 2011
Proposed Ordinance No.:	2011-0292	Prepared by:	Nick Wagner

---

#### SUBJECT

A proposed collective bargaining agreement between King County and the Graphic Communications Conference of the International Brotherhood of Teamsters, Local 767M, covering employees in the County's Print Shop.

#### SUMMARY

Proposed Ordinance 2011-0292 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) (pp. 7-28 of these materials) between King County and the Graphic Communications Conference of the International Brotherhood of Teamsters, Local 767M (the Union), covering six employees in the County's Print Shop (part of the Facilities Management Division of the Department of Executive Services) for the one-year period from 1 January 2011 through 31 December 2011.<sup>1</sup>

#### BACKGROUND

The Print Shop provides copying, scanning, printing, and binding services to County agencies using a variety of equipment and machines to create and produce the desired products. The Print Shop recently expanded its service offerings to include copying and scanning of sensitive evidence and documents related to claims and lawsuits. This was made possible through an agreement with the bargaining unit, during the term of the previous collective bargaining agreement, to allow criminal background checks on Print Shop staff. (Transmittal letter, pp. 41-42 of these materials)

The six employees covered by the CBA constitute the entire staff of the Print Shop, except for a lead staff person who is not a member of the bargaining unit.

#### ANALYSIS

There are few substantive changes in the proposed new CBA. The most important are described below.

---

<sup>1</sup> There is a COLA agreement between the County and the Union for this bargaining unit that runs through 2014 (see section A.2 below); however, that agreement has no effect on terms other than those contained in the COLA agreement itself.

## **A. Changed CBA provisions**

### **1. New Union Affiliation**

The successor CBA reflects that the bargaining unit is now affiliated with the International Brotherhood of Teamsters (Teamsters). The Graphic Communications International Union (GCIU) merged with the Teamsters in 2005 to become the Graphic Communications Conference of the Teamsters. According to its website, the conference represents more than 60,000 workers in all craft and skill areas in the printing and publishing industry.<sup>2</sup>

### **2. COLA**

A memorandum of agreement (MOA) attached to the CBA as Addendum B (pp. 31-33 of these materials) provides for a zero cost of living adjustment (COLA) for 2011. This is consistent with the COLA agreements that have been entered into by the vast majority of the County's represented employees.<sup>3</sup>

### **3. Reopener re. Transition to Common Biweekly Payroll System**

Article 11, section 6, of the CBA (p. 22 of these materials) acknowledges the County's right to implement "a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks" and provides that the CBA may be reopened to negotiate these standardized pay practices, to the extent required by law.

### **4. Language Revisions for Clarification**

The CBA contains a number of language changes that, according to executive staff, are intended (1) to clarify—but not to make substantive changes in—the language of the previous CBA or (2) to incorporate into the CBA certain applicable provisions of the county code.

## **B. Consistency with Labor Policies**

The proposed new CBA appears to be consistent with the County's adopted labor policies.

## **C. Projected Fiscal Impact**

As reflected in the Executive's Fiscal Note (p. 39 of these materials), the CBA is projected to have no fiscal impact in 2011, since there is no COLA or wage adjustment during 2011. Since the CBA runs only through 2011, the Fiscal Note does not address the years 2012-2014, notwithstanding that the COLA agreement (Addendum B to the CBA, pp. 31-33 of these materials) extends through 2014.

---

<sup>2</sup> <http://bit.ly/rekGAA>

<sup>3</sup> The MOA is essentially identical to the ones agreed upon between the county and the vast majority of its represented employees, which also provides for COLAs for the years 2012-2014, with a zero floor and no ceiling. Since this CBA runs only through 2011, the COLAs for 2012-2014 have no bearing on it.

**LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.  
(Transmittal letter, p. 41 of these materials)

**INVITED**

- 1. Robert Railton, Labor Negotiator, King County Office of Labor Relations
- 2. Brian Earl, President, Teamsters, Local 767M

**ATTACHMENTS**

**Page**

- 1. Proposed Ordinance 2011-0292..... 5
  - a. Att. A (Collective Bargaining Agreement)..... 7
  - b. Att. B (Wage Addendum) ..... 29
  - c. Att. C (Memorandum of Agreement re. COLAs) ..... 31
- 2. Checklist and Summary of Changes ..... 35
- 3. Contract Summary..... 37
- 4. Fiscal Note..... 39
- 5. Transmittal Letter..... 41

[blank page]



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 14, 2011**

**Ordinance**

**Proposed No. 2011-0292.1**

**Sponsors Phillips**

1                   AN ORDINANCE approving and adopting the collective  
2                   bargaining agreement negotiated by and between King  
3                   County and Graphic Communications Conference of the  
4                   International Brotherhood of Teamsters Local 767M (Print  
5                   Shop - Graphic Communications) representing employees  
6                   in the department of executive services; and establishing  
7                   the effective date of said agreement.

8                   BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9                   SECTION 1. The collective bargaining agreement negotiated by and between  
10                  King County and Graphic Communications Conference of the International Brotherhood  
11                  of Teamsters Local 767M (Print Shop - Graphic Communications) representing  
12                  employees in the department of executive services and attached hereto is hereby  
13                  approved and adopted by this reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15 January 1, 2011, through and including December 31, 2011.

16

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Larry Gossett, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** A. Agreement Between Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M and King County, B. Addendum A--Wage Addendum, C. Addendum B--Memorandum of Agreement







1 shall remain members and those who are not members on the effective date of this Agreement shall,  
2 on the thirtieth (30th) day following the effective date of this Agreement, become and remain  
3 members in the Union or pay an agency fee. It shall also be a condition of employment that all  
4 employees covered by the Agreement and hired on or assigned into the bargaining unit on or after its  
5 effective date shall, on the thirtieth (30th) day following the beginning of such employment, become  
6 and remain members in the Union or pay an agency fee.

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

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

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

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

### 25 **ARTICLE 3: MANAGEMENT RIGHTS**

26 The management and the direction of the work force is vested exclusively in the County  
27 subject to the terms of this Agreement. All matters not specifically and expressly covered or treated  
28 by the language of this Agreement may be administered for its duration by the County in accordance

1 with such policy or procedure as from time to time may be determined.

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

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

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

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

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

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

18 **ARTICLE 4: HOLIDAYS**

19       **Section 1.** All regular, probationary and term-limited temporary (TLT) employees shall be  
20 granted the following holidays with pay:

21

22 New Year's Day	January 1st
23 Martin Luther King, Jr.'s Birthday	Third Monday in January
24 Presidents' Day	Third Monday in February
25 Memorial Day	Last Monday in May
26 Independence Day	July 4th
27 Labor Day	First Monday in September

28

1	Veteran's Day	November 11th
2	Thanksgiving Day	Fourth Thursday in November
3	Day after Thanksgiving	
4	Christmas Day	December 25th

5  
6 and any special or limited holidays as declared by the President or Governor and as approved by the  
7 Council.

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

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

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

14 **Section 5.** Each employee shall receive two (2) additional personal holidays to be  
15 administered through the vacation plan. One day shall be accrued on the first of October and one on  
16 the first of November of each year. These days can be used in the same manner as any vacation day  
17 earned.

18 **Section 6.** When a holiday is normally observed by the County on a Monday which is an  
19 employee's normally scheduled day off, the holiday shall be observed on the immediately following  
20 Tuesday. When a holiday is observed on a Friday which is an employee's normally scheduled day  
21 off, it shall be observed on the immediately preceding Thursday.

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

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

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** All regular, probationary and TLT employees shall accrue vacation benefits  
3 according to the following table:

4

5 Length of Service	6 Annual Leave in Days 7 Accrued per Year of Service
8 Upon Hire through end of year 5	9 12
10 Upon beginning of year 6	11 15
12 Upon beginning of year 9	13 16
14 Upon beginning of year 11	15 20
16 Upon beginning of year 17	17 21
18 Upon beginning of year 18	19 22
20 Upon beginning of year 19	21 23
22 Upon beginning of year 20	23 24
24 Upon beginning of year 21	25 25
26 Upon beginning of year 22	27 26
28 Upon beginning of year 23	29 27
30 Upon beginning of year 24	31 28
32 Upon beginning of year 25	33 29
34 Upon beginning of year 26 and 35 beyond	36 30

22

23 **Section 2.** Employees who are eligible for vacation leave will accrue vacation leave from  
24 their date of hire. Leave eligible employees who work a part-time work schedule will accrue  
25 vacation leave in accordance with the vacation leave schedule set forth in Section 1, prorated to  
26 reflect their normally scheduled work week.

27 **Section 3.** Full-time eligible employees may accrue up to sixty (60) days vacation. Part-time  
28 eligible employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally

1 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount  
2 prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual  
3 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the  
4 Division Director or designee has approved a carryover of such vacation leave because of cyclical  
5 workloads, work assignments or other reasons as may be in the best interests of the County.

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

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

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

24 **ARTICLE 6: SICK LEAVE**

25 **Section 1.** All regular, probationary and TLT employee shall accrue sick leave benefits at a  
26 monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or comp time up to a  
27 maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously  
28 earned. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

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

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

7           **A.** The employee's bona fide illness; provided, that an employee who suffers an  
8 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
9 in a total amount greater than the net regular pay of the employee;

10          **B.** The employee's incapacitating injury, provided that:

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

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

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

21          **C.** Exposure to contagious diseases and resulting quarantine.

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

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

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

28          **G.** To care for other family members, if:

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

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

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

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

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

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

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

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

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

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

27                   **Section 6. Workers' Compensation.** If an employee is injured on the job and requires  
28 immediate medical treatment, the employee will be compensated in full for the rest of the workday

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

9       **Section 7.** Termination of an employee's continuous service, except by reason of temporary  
10 lay-off for lack of work or funds, shall cancel all sick leave accrued to the time of such termination.  
11 Should the employee resign in good standing and return to County employment within two (2) years,  
12 he or she shall have accrued sick leave restored. No payment shall be made to any employee for  
13 unused sick leave accumulated to his or her credit at the time of termination or employment,  
14 regardless of the reason therefore, except as provided for in KCC 3.12.220(F). The date of  
15 termination of employment shall be considered as the date certified by the department head as the last  
16 day worked and shall not include the equivalent time involved in any overtime or vacation payoff  
17 made at the time of termination. The provisions of this rule include termination of service by death.

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

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

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

28       **Section 11. Bereavement Leave.** All employees eligible for leave benefits are entitled to



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

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

9 ***Section 12. Donation of Vacation and Sick Leave Hours.***

10 **A. Vacation leave hours.**

11 1. Any full-time regular employee or part-time regular employee, who is  
12 employed at least half-time (1/2) and receives vacation and sick leave may donate a portion of his or  
13 her accrued vacation leave to a full-time regular employee or part-time regular employee who is  
14 employed at least half-time (1/2) and receives vacation and sick leave. Such donation will occur  
15 upon written request to and approval of the donating and receiving employees' department  
16 director(s), except that requests for vacation donation made for the purposes of supplementing the  
17 sick leave benefits of the receiving employee shall not be denied unless approval would result in a  
18 departmental hardship for the receiving department.

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

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

27 **B. Sick leave hours.**

28 1. Any full-time regular employee or part-time regular employee who is



1 the Print Shop will be designated as Lead and, thus, receive the premium pay, we understand and  
2 appreciate the concerns of the employees currently so assigned that their lead pay not be revoked  
3 without providing an opportunity to discuss the matter. The County therefore, agrees to the  
4 following:

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

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

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

11 **Section 3.** Temporary employees receive no benefits or pay in lieu of benefits unless the  
12 individual qualifies for same under the County Personnel Ordinance.

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

16 **Section 5.**

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

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

21 C. Work Outside of Classification. An employee assigned in writing to work outside  
22 of classification for a period in excess of one-half (1/2) the shift, shall be paid at the rate of the higher  
23 classification for all time so assigned, in accordance with KCC 3.15.140.

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

26 **ARTICLE 8: OVERTIME**

27 **Section 1.** Except as otherwise provided in this Article, employees on a five (5) day eight (8)  
28 hour schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of

1 eight (8) in one day, exclusive of lunch period. Employees on a four (4) day ten (10) hour schedule  
2 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  
3 day, exclusive of lunch period.

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

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

11 **Section 4.** All overtime shall be authorized in advance by the department head or his/her  
12 designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a  
13 regularly scheduled work day for the individual crew.

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

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

## 21 **ARTICLE 9: HOURS OF WORK**

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

27 **Section 2.** The County and the Union agree that should a four (4) day work week be  
28 implemented employees working said schedule will be subject to the following conditions:

1            **Work Day** - The normal workday shall not exceed ten (10) hours each and will not  
2 exceed forty (40) hours per week.

3            **Work Week** - Employees shall be scheduled to work four (4) consecutive days of ten  
4 (10) hours each, exclusive of lunch period, for a total of forty (40) hours per week.

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

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

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

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

21 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

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

26 **ARTICLE 11: MISCELLANEOUS**

27           ***Section 1.*** An employee elected or appointed to an office in a local of the Union shall be  
28 given a leave of absence not to exceed three (3) years without pay upon application.

1           **Section 2.** FMD subscribes to the career ladder concept and will promote from within  
2 consistent with the dictates of good management practice. Position vacancies shall be filled in  
3 accordance with the King County Personnel Guidelines; provided that regular employees covered by  
4 this bargaining agreement shall have notice of the vacancies and the opportunity to request  
5 simultaneous consideration for advancement to openings for which they qualify; provided further that  
6 hiring decisions shall be the sole province of management.

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

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

16           **Section 5. Re-opener.** During the term of this Agreement, the parties agree to negotiate the  
17 subject of Pension Withholding for the Union Pension Fund.

18           **Section 6.** The parties agree the County has the right to implement a common biweekly  
19 payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The  
20 parties agree that applicable provisions of the collective bargaining agreement may be re-opened at  
21 any time during the life of this agreement by the County for the purpose of negotiating these  
22 standardized pay practices, to the extent required by law.

23 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES.**

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

27           **Section 2.** In the event the County requires an employee to attend a meeting for purposes of  
28 discussing an incident which may lead to suspension, demotion, or termination of that employee, the

1 employee has the right to be accompanied by a representative of the Union. If the employee desires  
2 Union representation in said matter, he shall notify the County at that time and shall be provided a  
3 reasonable time, up to one (1) work day, to arrange for Union representation.

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

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

10 **A. Definition.**

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

14 **B. Procedure.**

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

20 **Step 2.** If after thorough discussion with the supervisor, the grievance has not  
21 been satisfactorily resolved, the employee and his/her representative shall reduce the grievance to  
22 writing, outlining the facts as they are understood. The written grievance may then be presented to  
23 the Section Manager within ten (10) workdays as stated above for investigation, discussion, and  
24 written reply. The Section Manager shall make his/her written decision available to the aggrieved  
25 employee within ten (10) working days. If the grievance is not pursued to the next higher level  
26 within the following ten (10) working days, it shall be presumed resolved.

27 **Step 3.** If after thorough evaluation, the decision of the Section Manager has  
28 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the

1 Division Director. All letters, memoranda and other written materials previously submitted to lower  
2 levels of supervision shall be made available for the review and consideration of the Division  
3 Director. He/she may interview the employee and/or his/her representative and receive any  
4 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make  
5 his/her written decision available within fifteen (15) working days. The Division Director's final pre-  
6 arbitration response must be concurred with by the Labor Relations Director/designee. If the matter  
7 is not resolved, the Labor Relations Director/designee will be the Union's contact thereafter in this  
8 process. If the grievance is not pursued to the next higher level within thirty (30) working days, it  
9 shall be presumed resolved.

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

15 Should arbitration be necessary either after an attempt to mediate the dispute or directly after  
16 Step three, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that  
17 the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of  
18 five (5) arbitrators furnished by the American Arbitration Association (AAA) or the Federal  
19 Mediation and Conciliation Service (FMCS), whichever source is mutually acceptable. The  
20 arbitrator will be selected from the list by both the County representative and the Union, each  
21 alternately striking a name from the list until only one (1) name remains. The party to strike first  
22 shall be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the AAA  
23 shall be asked to render a decision promptly and the decision of the arbitrator shall be final and  
24 binding on both parties. No matter may be arbitrated which the County, by law, has no authority  
25 over, has no authority to change, or has been delegated to any civil service commission or personnel  
26 board, as defined in R.C.W.41.56.

27 The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
28 this Agreement, but shall have the power only to apply and interpret the provisions of this



1 Agreement in reaching a decision.

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

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

6 **Section 4. Alternative Dispute Resolution procedures.**

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

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

15 1. A meeting will be arranged by the Union Representative and HR  
16 Representative (or their designees) to attempt to resolve the matter.

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

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

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

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

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

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

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

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

3 **ARTICLE 13: NONDISCRIMINATION**

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

7 **ARTICLE 14: SAVINGS CLAUSE**

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

14 **ARTICLE 15: WORK STOPPAGES AND COUNTY PROTECTION**

15 *Section 1.* The County and the Union agree that the public interest requires efficient and  
16 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
17 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
18 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
19 duties, sick leave absence which is not bona fide, or other interference with County functions by  
20 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
21 to end such interference. Any concerted action by any employees in any bargaining unit shall be  
22 deemed a work stoppage if any of the above activities have occurred.

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

28 *Section 3.* Any employee participating in such work stoppage or in other ways committing

1 an act prohibited in this Article shall be considered absent without authorized leave and shall be  
2 considered to have resigned.

3 **ARTICLE 16: WAIVER CLAUSE**

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

10 **ARTICLE 17: CONTRACTING WORK**

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

19 **ARTICLE 18: REDUCTION-IN-FORCE**

20 *Section 1.* Employees laid off as a result of a reduction of work and/or a shortage of funds  
21 shall be laid off within the classification according to County wide seniority. Employees with the  
22 least amount of county wide seniority shall be laid off first; however, in the event of two (2)  
23 employees having the same seniority, ability, skill and other relevant job-related factors shall be the  
24 determining factors on retention.

25 *Section 2.* Employees laid off shall be recalled in the inverse order of layoff for up to two (2)  
26 years from the date of layoff, those with the most seniority being recalled first. In the event of a  
27 layoff where more senior employees are displaced by lack of funds, curtailment of project, etc., then  
28 such employees shall be entitled to bump less senior employees, the intent being that the least senior

1 employees will be laid off first.

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

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

9 **Section 5.** Employees exercising their bumping rights must be able to qualify for the position  
10 into which they propose to bump.

11 **ARTICLE 19: DURATION**

12 This Agreement and each of its provisions shall become effective upon ratification by the  
13 King County Council and shall cover the period January 1, 2011 through December 31, 2011.

14 Contract negotiations for 2008 may be initiated by either party providing to the other written  
15 notice of its intentions to do so not less than thirty (30) days prior to September 1, 2011.

16  
17 APPROVED this 24 day of June, 2011.

18  
19 By: [Signature]  
20 King County Executive

21  
22 UNION:

23 [Signature]  
24 Brian Earl, President  
25 Graphic Communication Conference  
26 of the International Brotherhood of  
27 Teamsters, Local 767M

28 5-11-11  
Date

cba Code: 230

Addendum A

Union Codes: L1, 0767M

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

Job Class Code	MSA Job Code	PeopleSoft Job Code	Classification Title	Range
7212100	8526	721201	Bindery Technician	40
7212000	8683	721001	Bindery Technician - Assistant	29
7210100	8751	720901	Copy Center Technician	35
7211000	3174	721602	Pre-Press Production Specialist	46
7211100	8525	721103	Printing Equipment Technician	40

Attachment B

Please refer to the King County Squared Table for rates

[blank page]

## ADDENDUM B

Attachment C

**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. 2012 COLA**

*Addressing King County 2011 Budget Crisis - 2011 COLA*

*Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M - Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)*

*000U0310\_COLA-2011\_230*

*Page 1*

**230C0211-Addendum B-000U0310\_COLA-2011\_230\_scsg**  
**CBA - Teamsters, L-767M - Print Shop, Page 31**

## ADDENDUM B

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. 2013 COLA**

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. 2014 COLA**

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

---

*Addressing King County 2011 Budget Crisis - 2011 COLA*

*Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M - Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)*

000U0310\_COLA-2011\_230

Page 2

230C0211-Addendum B-000U0310\_COLA-2011\_230\_scsg  
CBA - Teamsters, L. 767M - Print Shop, Page 32




**ADDENDUM B**

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:

  
\_\_\_\_\_

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

11-4-10  
Date

[blank page]



## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M (Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division))</b>
<b>Labor Negotiator</b>
<b>Robert Railton</b>

<b><i>Prosecuting Attorney's Review</i></b>	Yes
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	Yes
<b><i>Executive Letter</i></b>	Yes
<b><i>Fiscal Note</i></b>	Yes
<b><i>Six Point Summary</i></b>	Yes
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	Yes
<b><i>Ordinance</i></b>	Yes
<b><i>Original Signed Agreement(s)</i></b>	Yes
<b><i>Does transmittal include MOU/MOA?</i></b>	No

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. The contract is updated to reflect the union's affiliation with the International Brotherhood of Teamsters.
2. The contract updates terminology and enhances readability.
3. The contract incorporates language for paid and unpaid leave provisions consistent with the code.
4. The contract provides for no cost-of-living adjustment for 2011.
5. The contract incorporates language regarding the employment of temporary employees consistent with the code.
6. The contract incorporates a new classification of work and eliminates classifications that are no longer used.

[blank page]

**CONTRACT SUMMARY**

**CONTRACT:** Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M (Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division))

**TERM OF CONTRACT:** January 1, 2011, through December 31, 2011

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** The employees in this bargaining unit provide copying and bindery services for the county.

**NEGOTIATOR:** Robert Railton

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Layoff is by classification seniority.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties' negotiations were based on meeting both parties' interests.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The contract contains language prohibiting discrimination in the terms and conditions of the bargaining unit's members' employment with King County.
➤ <b>CONTRACTING OUT OF WORK:</b>	The county cannot contract work that is historically and exclusively done by the bargaining unit unless it is a business necessity, required by law, or to augment the workforce.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The contract provides for a labor-management committee meeting if requested by the parties.
➤ <b>MEDIATION:</b>	The contract provides for mediation on mutual agreement.
➤ <b>CONTRACT CONSOLIDATION:</b>	The contract cannot be consolidated with other contracts.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The contract adopts the county's Joint Labor Management Insurance Committee health benefits plan.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The parties were diligent to negotiate this contract as expeditiously as possible.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The contract provides for the employment of temporary and part-time workers consistent with King County Code and applicable procedures.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:**                      **Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M (Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division))**

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	Members of this bargaining unit will be moving to the biweekly payroll system on January 1, 2012.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	This bargaining unit is not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The contract contains language prohibiting strikes or other similar concerted activities.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	None.
➤ <b>HOURS OF WORK:</b>	The standard schedule for bargaining unit members is a 40 hour workweek.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The county has the right to evaluate employees' performance.



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M (Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division))	
<b>Effective Date:</b>	One year contract 1/1/2011 – 12/31/2011	
<b>Affected Agency and/or Agencies:</b>	Facilities Management Division	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004
<b>Department Sign Off:</b>	Nick Carnevali, Finance & Administration Services Manager, FMD, DES	<b>Phone:</b> 296-0670
<b>Note Reviewed by:</b>	T.J. Stutman, Budget Analyst	<b>Phone:</b> 263-9716
<b>Supplemental Required?</b>	NO <input type="checkbox"/> YES <input type="checkbox"/>	

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2011		
FMD	5511	DES-FMD	\$ 0		
<b>TOTAL</b>			<b>\$ 0</b>		

EXPENDITURE BY CATEGORIES:						
Expense Type	Dept Code	Department	2010 Base	2011		
Salaries		DES - FMD	\$ 329,036	\$ 0		
OT			\$ 553	\$ 0		
PERS & FICA			\$ 48,318	\$ 0		
<b>TOTAL</b>			<b>\$ 377,907</b>	<b>\$ 0</b>		

ASSUMPTIONS:	
<b>Assumptions used in estimating expenditure include:</b>	
1. Contract Period (s):	One year contract from 1/1/2011 to 12/31/2011.
2. Wage Adjustments & Effective Dates:	
COLA:	0% for 2011.
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS/FICA:	14.66%
Overtime:	Based on 2010 actuals.
4. Other Cost Factors:	

[blank page]



June 20, 2011

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

The enclosed ordinance, if approved, will ratify the Graphic Communications Conference of the International Brotherhood of Teamsters Local 767M (Print Shop - Graphic Communications) collective bargaining agreement for the period of January 1, 2011, through December 31, 2011. This agreement covers six employees in the Department of Executive Services.

The Print Shop provides copying, scanning, printing and binding services to offices and departments using a variety of equipment and machines to create and produce the desired products. The Print Shop recently expanded its service offerings when the County entered into an agreement with the Union during the prior agreement to conduct criminal background check of personnel. Personnel with background checks can now copy and scan sensitive evidence and documents related to claims and lawsuits.

This agreement was updated to reflect current working conditions and practices. The agreement adds a step in the grievance process for the Director of the Office of Labor Relations to hear issues and potentially avoid the cost and uncertainty of arbitration. Additional efficiencies in this agreement are gained through a reopener designed to address the effects of moving to a biweekly payroll system effective January 1, 2012. There is no cost-of-living or other wage adjustment for 2011.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273, at your convenience.

The Honorable Larry Gossett  
June 20, 2011  
Page 2

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
ATTN: Acting Chief of Staff  
Anne Noris, Clerk of the Council  
Dwight Dively, Director, Office of Performance, Strategy and Budget  
Carrie Cihak, Director of Policy and Strategic Initiatives, King County Executive  
Office  
Patti Cole-Tindall, Director, Office of Labor Relations