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**AGREEMENT
BETWEEN
GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS LOCAL 767M
AND
KING COUNTY**

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**AGREEMENT
BETWEEN
GRAPHIC COMMUNICATIONS CONFERENCE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS LOCAL 767M
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 wage Addendum.

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

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

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

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 employed at least half-time (1/2) and received vacation and sick leave may donate a portion of his or
 2 her accrued sick leave to a full-time regular employee or part-time regular employee who is
 3 employed at least half-time (1/2) and receives vacation and sick leave, upon written notice to the
 4 donating and receiving employees' department director(s).

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

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

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

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

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

25 **ARTICLE 7: WAGE RATES**

26 *Section 1.* Wage rates shall be in accordance with the job classifications and ranges in the
 27 wage Addendum of this Agreement.

28 *Section 2.* While it is the prerogative of the management to determine which employees of

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