

03/15/99
23000199

Introduced By:

LARRY PHILLIPS
GREG NICKELS
KENT PULLEN

03/17/99

Proposed No.:

1999-0176

ORDINANCE NO. **13439**

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

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated between King County
10 and the Graphic Communications International Union, Local 767, representing employees in
11 the department of information and administrative services and attached hereto is hereby
12 approved and adopted by this reference made a part hereof.

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SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1999, through and including December 31, 2001.

INTRODUCED AND READ for the first time this 22nd day of March, 1999.

PASSED by a vote of 12 to 0 this 29th day of March, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

Zimmerman
Clerk of the Council

APPROVED this 8th day of April, 1999.

[Signature]
King County Executive

Attachments: Collective Bargaining Agreement [230C0199]

1 AGREEMENT

13439

2 BETWEEN

3 GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 767-M

4 AND

5 KING COUNTY

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AGREEMENT

13439 #

BY AND BETWEEN

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 767M

AND

KING COUNTY

These articles constitute an Agreement, terms of which have been negotiated in good faith, between King County and the signatory organization subscribing thereto. 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 King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County Council recognizes the signatory organization 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 shall remain members and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in the Union. It shall also be condition of employment that all employees covered by the Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in the Union.

Section 3. Nothing contained within this Article shall require an employee to join said Union who can substantiate they hold genuine religious beliefs or tenets which object to membership in the Union, in which case an amount of money equivalent to the regular Union dues and initiation fee shall be paid to a nonreligious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish proof that such payment has been made every thirty (30) days.

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

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

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

1 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

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

18 C. reduce the work force due to lack of work, funding or other cause consistent with
19 efficient management and procedures, discipline, suspend, demote, or dismiss non-probationary
20 Employees for just cause and discharge probationary Employees at will; and

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

1 **ARTICLE 4: HOLIDAYS**

2 All employees shall be granted the following holidays with pay:

| | |
|--------------------------------------|-----------------------------|
| 3 New Year's Day | January 1 st |
| 4 Martin Luther King, Jr.'s Birthday | Third Monday in January |
| 5 Presidents' Day | Third Monday in February |
| 6 Memorial Day | Last Monday in May |
| 7 Independence Day | July 4 th |
| 8 Labor Day | First Monday in September |
| 9 Veteran's Day | November 11 th |
| 10 Thanksgiving Day | Fourth Thursday in November |
| 11 Day after Thanksgiving | |
| 12 Christmas Day | December 25 th |

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14 and any designated by public proclamation of the chief executive of the state as a legal holiday.

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

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

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

21 All holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

22 Each employee, other than any employee on a 4/10 work schedule, shall receive two (2)
23 additional personal holidays to be administered through the vacation plan. One day shall be accrued
24 on the first of October and one on the first of November of each year. These days can be used in the
25 same manner as any vacation day earned.

26 If other County employees receive more holidays than set forth in this Article, employees
27 covered by this Agreement shall receive the additional holidays.

28 When a holiday is normally observed by King County on a Monday which is an employee's

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

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

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1 **ARTICLE 5: VACATIONS**

2 **Section 1.** All regular full-time and part time employees shall accrue vacation benefits
3 according to the following table:

| <u>Length of Service</u> | <u>Annual Leave in Days</u> <u>Accrued per Year of Service</u> |
|--------------------------------------|---|
| 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 Employees who were employed on or before December 31, 1995, and by that date had
24 completed at least three (3) but less than five (5) full years of service shall accrue fifteen (15) days of
25 vacation leave per year. At the end of the fifth (5) full year of service, such employees shall accrue
26 vacation leave as set forth above. Employees who were employed on or before December 31, 1995
27 and subsequent to that date complete three full years of service shall begin to accrue fifteen (15) days
28 of vacation leave per year effective on the first day of their fourth full year of service.

1 **Section 2.** Employees with one or more years of continuous service shall accrue vacation
2 benefits monthly.

3 **Section 3.** Full-time regular employees may accrue up to sixty (60) days vacation. Part-time
4 regular employees and eligible temporary employees may accrue vacation leave up to sixty (60) days
5 prorated to reflect their normally scheduled workweek. Such employees shall use vacation leave
6 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation
7 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
8 maximum amount unless the Division Manager or designee has approved a carryover of such
9 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the
10 best interests of the County.

11 **Section 4.** Vacation benefits for regular part-time employees will be established based upon
12 the ratio of hours actually worked (less overtime) to a standard work year.

13 **Section 5.** No employee shall earn the equivalent of a month's vacation credit during a month
14 when the employee is absent without pay more than three (3) working days.

15 **Section 6.** After six (6) months of full-time service a regular employee may, at the
16 department head's discretion, be permitted to use up to one-half of his/her accruing vacation (5 days)
17 as an essential extension of used sick leave. If an employee does not work a full twelve (12) months,
18 any vacation credit used for sick leave must be reimbursed to the County upon termination.

19 **Section 7.** The department head shall be responsible for scheduling the vacations of his/her
20 employees in such a manner as to achieve the most efficient functioning of the department of the
21 County service. No person shall be permitted to work for compensation for the County in any
22 capacity during the time of his/her paid vacation from the County service.

23 **Section 8.** Any person separating from County service who has not taken his or her earned
24 vacation, shall receive the hourly equivalent of salary for each hour of earned vacation based on the
25 pay rate in effect for such person on the last day actually worked. For purposes of this section, sick
26 leave and compensatory time off with pay shall be counted as days worked. When separation is
27 caused by death of an employee, payment shall be made to the estate of such employee, or in
28 applicable cases, as provided by Chapter II, R.C.W.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at a
3 monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or comp time up to a
4 maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first
5 of the month following the month in which the employee commenced employment. The employee is
6 not entitled to sick leave if not previously earned. No employee shall earn sick leave credit during a
7 calendar month in which he or she is absent without authorization or is absent without pay more than
8 three (3) working days.

9 **Section 2.** Every employee holding a regular part-time position shall accrue sick leave with
10 pay in proportion to the relationship their basic work week has to forty (40) hours. No such employee
11 shall earn sick leave credit during a calendar month in which they are absent without pay more than
12 15% of the regularly scheduled working hours for the position.

13 **Section 3.** Sick leave may be applied to absence caused by illness or injury of an employee.
14 Sick leave may be used for medical, dental, or ocular appointments when absence during work hours
15 for this purpose is authorized by the department head. In any instance involving use of a fraction of
16 days sick leave, the minimum charge to the employee's sick leave account shall be one-half ($\frac{1}{2}$) hour.
17 The department head shall be responsible for control or abuse of the sick leave privilege. The
18 employee may be required to furnish a certificate issued by a licensed physician or other satisfactory
19 evidence of illness to the appointing authority.

20 **Section 4.** New employees shall begin earning sick leave from the first of the month
21 following the month in which continuous service commenced.

22 **Section 5.** Family care and death - bereavement leave.

23 A. Regular full-time employees shall be entitled to three (3) working days of
24 bereavement leave a year due to a death of members of their immediate family.

25 B. Regular full-time employees, who have exhausted their bereavement leave, shall be
26 entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a
27 member of the employee's immediate family.

28 C. Three (3) sick leave days of absence from the job may be granted to an employee

1 due to a requirement to care for immediate family members who are seriously ill.

2 **D.** In cases of family care where no sick leave benefit exists, the employee may be
3 granted leave without pay.

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

6 **Section 6.** Sick leave shall not be used in lieu of vacation, but vacation may be used in lieu of
7 sick leave, after accrued sick leave has been exhausted.

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

10 **A.** Disability arising from any sickness or injury purposely inflicted or caused by
11 willful misconduct.

12 **B.** Sickness or disability sustained while on leave of absence without pay.

13 **C.** Inability to properly perform required duties because of intemperance or
14 intoxication (not to be construed as alcoholism).

15 **Section 8.** Termination of an employee's continuous service, except by reason of temporary
16 lay-off for lack of work or funds, shall cancel all sick leave accrued to the time of such termination.
17 Should the employee resign in good standing and return to County employment within one (1) year,
18 he or she shall have accrued sick leave restored. No payment shall be made to any employee for
19 unused sick leave accumulated to his or her credit at the time of termination or employment,
20 regardless of the reason therefore, except as provided for in Article 6, Section 13. The date of
21 termination of employment shall be considered as the date certified by the department head as the last
22 day worked and shall not include the equivalent time involved in any overtime or vacation payoff
23 made at the time of termination. The provisions of this rule include termination of service by death.

24 **Section 9.** For purposes of this section, immediate family means: grandparent, grandchild,
25 parent, spouse, child, stepchild, son-in-law, daughter-in-law, and siblings of the employee, spouse or
26 the employee's domestic partner, and any persons for whose financial or physical care the employee
27 is principally responsible.

28 **Section 10.** Hospitalization of a member of the immediate family is a valid reason for sick

1 leave under the following conditions:

2 Up to one (1) day's absence may be authorized for the employee to be at the
3 hospital on the day of an operation, on the day of the birth of his child, or in
4 the event of critical illness of a member of the immediate family.

5 *Section 11.* Sick leave because of an employee's physical incapacity will not be approved
6 when the injury or illness is directly traceable to employment other than with the County of King.

7 *Section 12.* Employees who use sick leave as a result of alcoholism must produce proof of
8 seeking and receiving treatment for alcoholism in a recognized and approved alcoholic treatment
9 center. King County reserves the right to specify the alcoholic treatment center.

10 *Section 13.* King County will reimburse those employees who have at least five (5) years
11 service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%)
12 of their unused sick leave. All payments shall be made in cash, based on employees base rate, and
13 there shall be no deferred sick leave payments. Retirement for the purposes of this Article shall mean
14 any employee who at the time of termination is eligible to begin receiving benefits immediately under
15 the Public Employees Retirement System.

16 *Section 14. Bereavement Leave* - Pursuant to the hourly equivalent standard established in
17 the sick leave and vacation accrual rates, an employee shall be allowed twenty-four (24) hours of
18 bereavement leave each year, equivalent of three (3) eight hour days.

19 *Section 15. Donation of Vacation and Sick Leave Hours.*

20 A. Vacation leave hours.

21 1. Any full-time regular employee or part-time regular employee, who is
22 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
23 accrued vacation leave to a full-time regular employee or part-time regular employee who is
24 employed at least half-time and receives vacation and sick leave. Such donation will occur upon
25 written request to and approval of the donating and receiving employees' department director(s),
26 except that requests for vacation donation made for the purposes of supplementing the sick leave
27 benefits of the receiving employee shall not be denied unless approval would result in a departmental
28 hardship for the receiving department.

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

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

9 **B. Sick leave hours.**

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

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

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

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

27 D. All vacation and sick leave hours donated shall be converted to a dollar value
28 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be

1 divided by the receiving employee's hourly rate to determine the actual number of hours received.
2 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
3 hourly rate at the time of reversion.

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ARTICLE 7: WAGE RATES

Section 1. Wage rates effective January 1, 1999 shall be in accordance with the job classifications and ranges in the wage Addendum of this Agreement.

Section 2. Effective January 1, 2000, rates in effect on December 31, 1999 shall be increased by 90% of the increase from September, 1998 to September, 1999 in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S. CPI-W); provided, however, that the amount produced by application of the foregoing shall not be less than two percent (2.0%) nor greater than six percent (6.0%).

Section 3. Effective January 1, 2001, rates in effect on December 31, 2000 shall be increased by 90% of the increase from September, 1999 to September, 2000 in the United States City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (the U.S. CPI-W); provided, however, that the amount produced by application of the foregoing shall not be less than two percent (2.0%) nor greater than six percent (6.0%).

Section 4. While it is the prerogative of the management of the Information and Telecommunications Services Section to determine which employees of the Print Shop will be designated as Lead and, thus, receive the premium pay, we understand and appreciate the concerns of the employees currently so assigned that their lead pay not be revoked without providing an opportunity to discuss the matter. The County therefore, agrees to the following:

1. The Information and Telecommunications Services Section Manager or designee will notify the Union and the affected employee at least ten work days prior to revoking the Lead status of that individual.

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

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

Section 5. Temporary Bindery Worker will be limited to 30 aggregate shifts per each six calendar-month (January-June and July-December) as a temporary. Temporary employees receive no benefits or pay in lieu of benefits unless the individual qualifies for same under the County Personnel

1 Ordinance.

2 **Section 6.** If an employee of the Print Shop is promoted, the first-year rate will be five
3 percent (5%) over the individual's current rate of pay or step one of the new classification, which ever
4 is higher.

5 **Section 7.**

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

8 B. Employees assigned to a second shift shall be paid a twenty-seven cents (.27) per
9 hour premium for all time spent while so assigned.

10 C. If new equipment is purchased during the term of this agreement, the parties agree
11 to negotiate the rate of pay for the operation of said equipment.

12 D. Work Outside of Classification. An employee assigned to work outside of
13 classification for a period in excess of one-half the shift, shall be paid at the rate of the higher
14 classification for all time so assigned.

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1 **ARTICLE 8: OVERTIME**

2 **Section 1.** Except as otherwise provided in this Article, employees on a five (5) day schedule
3 shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) in one day,
4 exclusive of lunch period, or forty (40) in one week.

5 **Section 2.** Overtime shall be compensated for at one and one-half (1-1/2) times the regular
6 rate.

7 **Section 3.** A minimum of four (4) hours at overtime rate shall be allowed for each call out.
8 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime
9 rates.

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

13 **Section 5.** Emergency work at other than the normal scheduled working hours, or special
14 scheduled working hours not enumerated above shall be credited as such. This unscheduled and
15 emergency overtime will be compensated as overtime, and in the event this overtime work is
16 accomplished prior to the normal working hours and the employee subsequently works his/her regular
17 shift, his/her regular shift shall be compensated at regular time.

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

ARTICLE 9: HOURS OF WORK

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

Section 2. The Employer and the Union agree that should a four-day work week be implemented employees working said schedule will be subject to the following conditions:

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

Overtime - Effective following ratification of this Agreement, employees on a four (4) day schedule shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked in excess of ten (10) in one day or forty (40) in one week or for any work performed on Saturday or Sunday when the employee's normal work schedule is Tuesday through Friday or Monday through Thursday.

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

Sick Leave - Hourly sick leave accrual rates shall not be affected upon implementation of a four day work schedule. Sick leave benefits shall be accrued on the basis of eight (8) hour day and shall be expended on an hourly basis.

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

Discontinuance - The Employer shall have the right to discontinue the four (4) day work week schedule for any reason provided at least four (4) weeks prior notification is given, after which the terms and conditions of four (4) day work week schedule portions of this Agreement shall become null and void. Nothing in this Section shall be interpreted in such a way as to prevent individual

1 employees from returning to a five (5) day work week schedule with less than a four (4) week prior
2 notification providing such a change is mutually agreeable between the employee and the Employer.

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

2 Medical, dental, and life insurance programs shall be the same as currently provided to other
3 regular County employees or as implemented during the term of this contract by the Joint Labor
4 Management Insurance Committee or its successor.

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1 **ARTICLE 11: MISCELLANEOUS**

2 *Section 1.* An employee elected or appointed to an office in a local of the signatory
3 organization shall be given a leave of absence without pay upon application.

4 *Section 2.* The Division of Information and Telecommunications Services subscribes to the
5 career ladder concept and will promote from within consistent with the dictates of good management
6 practice. Position vacancies shall be filled in accordance with the Administrative Guidelines for the
7 Career Service; provided that regular employees covered by this bargaining agreement shall have
8 notice of the vacancies and the opportunity to request simultaneous consideration for advancement to
9 openings for which they qualify; provided further that hiring decisions shall be the sole province of
10 management.

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

14 *Section 4.* The employer shall not suspend or discipline an employee for other than just
15 cause. Grounds for disciplinary action are set forth in the Administrative Guidelines, Section 40.35,
16 as amended.

17 *Section 5.* In the event the employer requires an employee to attend a meeting for purposes of
18 discussing an incident which may lead to suspension, demotion, or termination of that employee, the
19 employee has the right to be accompanied by a representative of the Union. If the employee desires
20 Union representation in said matter, he shall notify the Employer at that time and shall be provided a
21 reasonable time, up to one work day, to arrange for Union representation.

22 *Section 6.* The Union agrees to the implementation of the County's biweekly payroll process
23 when and if an effectuating ordinance is passed by Council.

ARTICLE 12: DISPUTE RESOLUTION PROCEDURES.

Section 1. Grievance/Arbitration/Mediation. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

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

A. Definition.

Grievance - An issue raised by an employee relating to interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement.

B. Procedure.

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

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

Step 3. If after thorough evaluation, the decision of the Section Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Division Manager. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Division Manager. He/she may interview the employee and/or his/her representative and receive any

1 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
2 his/her written decision available within fifteen (15) working days. The Division Manager's final
3 pre-arbitration response must be concurred in by the Director of OHRM. If the matter is not resolved,
4 OHRM will be the Union's contact thereafter in this process. The Division's Manager's final pre-
5 arbitration response must be concurred in by the Director of Office of Human Resources
6 Management. If the grievance is not pursued to the next higher level within thirty (30) working days,
7 it shall be presumed resolved.

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

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

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

26 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
27 equally by both parties.

28 No matter may be arbitrated which the County by law has no authority over, has no authority

1 to change, or has been delegated to any civil service commission or personnel board as defined in
2 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

3 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

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

5 **Section 2. Alternative Dispute Resolution procedures.**

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

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

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

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

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

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

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

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

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

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

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

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1 grievance process.

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1 **ARTICLE 13: NONDISCRIMINATION**

2 **Section 1.** The employer or the Union shall not unlawfully discriminate against any
3 individual with respect to compensation, terms, conditions, or privileges of employment because of
4 race, color, religion, national origin, age, sex, mental, sensory or physical handicap.

5 **Section 2.** Wherever words denoting a specific gender are used in this Agreement, they are
6 intended and shall be construed so as to apply equally to either gender.

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1 **ARTICLE 14: SAVINGS CLAUSE**

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

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ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

1 **ARTICLE 16: WAIVER CLAUSE**

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

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1 **ARTICLE 17: CONTRACTING WORK**

2 *Section 1.* King County shall not contract out work normally performed by the members of
3 the union's bargaining unit when the contracting out of such work jeopardizes, eliminates or reduces
4 the normal work load of the bargaining unit without first notifying the employees and allowing them
5 a reasonable opportunity to bid on performing the work that would be contracted out with the above
6 effect. Further, this section is understood to prohibit the performance of work typically performed by
7 currently employed members of the bargaining unit by King County employees outside the
8 bargaining unit.

9 *Section 2.* King County shall give reasonable and timely notice to the bargaining unit
10 representative of the intention to contract out work, and upon request bargain the decision and its
11 effects. Under no circumstances shall King County agree to any long term or permanent contracting
12 out of bargaining unit work.

13 *Section 3.* For any dispute arising under this section, the parties shall be free to submit to any
14 arbiter duly selected a statement as to the financial impact to the individual or individuals affected by
15 contracting out of bargaining unit work, and jurisdiction over this statement shall remain with said
16 arbiter during the pendency of the dispute. Any penalty, fine or assessment awarded to any
17 individuals seeking relief under this section shall not be paid out in a manner that constitutes
18 punishment or hardship on the bargaining unit.

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

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

7 *Section 2.* Employees laid off shall be recalled in the inverse order of layoff, those with the
8 most seniority being recalled first. In the event of a layoff where more senior employees are
9 displaced by lack of funds, curtailment of project, etc., then such employees shall be entitled to bump
10 less senior employees, the intent being that the least senior employees will be laid off first.

11 *Section 3.* Prior to any layoff, all employees other than permanent employees in the
12 bargaining unit shall be removed from the payroll first. This shall include temporary employees,
13 student hires and probationary employees.

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


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

1 ARTICLE 19: DURATION

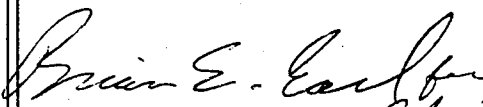
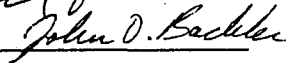
2 This Agreement and each of its provisions shall become effective January 1, 1999, and shall
3 continue in full force and effect through December 31, 2001.

4 Contract negotiations for 2002 may be initiated by either party providing to the other written
5 notice of its intentions to do so not less than thirty (30) days prior to September 1, 2001.

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8 APPROVED this 17 day of March, 1999

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11 By 
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13 King County Executive

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19 SIGNATORY ORGANIZATION:

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21 
22  3-2-99

23 John D. Bachler, President Date

24 Graphic Communications International
25 Union Local 767M

LOCAL 767M
Communication Services - Print Shop
1999 Wage Addendum

| CLASS CODE | CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 |
|------------|--|--------|--------|--------|--------|--------|--------|--------|--------|
| 6212 | Pre Press Technician | 17.26 | 18.10 | 18.54 | 18.99 | 19.45 | 19.92 | 20.41 | 20.90 |
| 6210 - A | Print Equipment Tech (Large Press over 20") | 16.85 | 17.67 | 18.10 | 18.54 | 18.99 | 19.45 | 19.92 | 20.41 |
| 6210 - B | Print Equipment Tech (Press/Copy Operator) | 14.60 | 15.31 | 15.68 | 16.05 | 16.44 | 16.84 | 17.25 | 17.65 |
| 6210 - C | Print Equipment Tech (Copy Center) | 12.97 | 13.59 | 13.91 | 14.25 | 14.59 | 14.94 | 15.31 | 15.65 |
| 6215 - A | Bindery Worker (16" or larger) | 14.60 | 15.31 | 15.68 | 16.05 | 16.44 | 16.84 | 17.25 | 17.65 |
| 6215 - B | Bindery Worker (less than 16") | 11.25 | 11.79 | 12.07 | 12.36 | 12.65 | 12.96 | 13.27 | 13.56 |