AGREEMENT

BETWEEN

GRAPHIC COMMUNICATIONS INTERNATIONAL UNION, LOCAL 767-M

AND

KING COUNTY

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AGREEMENT

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.

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

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

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.

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

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

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

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

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

ARTICLE 4: HOLIDAYS

All employees shall be granted the following holidays with pay:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5: VACATIONS

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

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

Section 2. Employees who are eligible for vacation leave will accrue vacation leave from their date of hire.

Section 3. Full-time regular employees may accrue up to sixty (60) days vacation. Part-time regular employees and eligible temporary employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workweek. Such employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation

leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the Division Manager or designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

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

Section 5. During the first six months of service, employees eligible to accrue vacation leave may, at the Division Manager's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the county upon termination.

Section 6. The Division Manager shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the department of the County service. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from the County service.

Section 7. Any person who is eligible to take accrued vacation leave and separates from County service and who has not taken his or her earned vacation, shall receive the hourly equivalent of salary for each hour of earned vacation based on the pay rate in effect for such person on the last day actually worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by RCW, Title 11.

ARTICLE 6: SICK LEAVE

Section 1. Every regular full-time and part-time employee shall accrue sick leave benefits at a monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or comp time up to a maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

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

Section 2. Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical, dental or ocular appointments when absence during work hours for this purpose is authorized by the Division Manager. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one-half (1/2) hour. The department head shall be responsible for control or abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed health physician or other satisfactory evidence of illness to the appointing authority.

Section 3.

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

B. Sick leave may be used to care for an immediate family member in accordance with King County Personnel Guidelines 14.4.3.F(6)

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

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

Section 4. Sick leave shall not be used in lieu of vacation, but vacation may be used in lieu

of sick leave, after accrued sick leave has been exhausted.

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

Section 6. Termination of an employee's continuous service, except by reason of temporary lay-off for work or funds, shall cancel all sick leave accrued to the time of such termination. Should the employee resign in good standing and return to County employment within two (2) years, he or she shall have accrued sick leave restored. No payment shall be made to any employee for unused sick leave accumulated to his or her credit at the time of termination or employment, regardless of the reason therefore, except as provided for in KCC 3.12.220(F). The date of termination of employment shall be considered as the date certified by the department head as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination. The provisions of this rule include termination of service by death.

Section 7. Sick leave because of an employee's physical incapacity will not be approved when the injury or illness is directly traceable to employment other than with the County of King.

Section 8. Information about Employee Assistance Programs (EAP) offered by the County will be available to employees.

Section 9. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%) of their unused sick leave. All payments shall be made in cash, based on employees base rate, and there shall be no deferred sick leave payments. Retirement for the purposes of this Article shall

mean any employee who at the time of termination is eligible to begin receiving benefits immediately under the Public Employees Retirement System.

Section 10. Bereavement Leave. All employees eligible for leave benefits are entitled to three paid days per incident of bereavement leave due to the death of an immediate family member.

An employee who has exhausted his or her bereavement leave may use up to three days of sick leave for each instance when death occurs to an immediate family member. If no sick leave benefit is authorized or exists for the employee, then the Division Manager may approve leave without pay. Holidays or regular days off falling within the prescribed period of absence will not be charged against bereavement pay entitlement.

Section 11. Donation of Vacation and Sick Leave Hours.

A. Vacation leave hours.

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

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

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

B. Sick leave hours.

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

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

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

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

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

Section 12. Family Care. To the extent Washington State law provides more extensive benefits for use of paid leave for family care, the Union and the County agree that state law shall prevail.

ARTICLE 7: WAGE RATES

Section 1. Wage rates effective January 1, 2008 shall be in accordance with the job classifications and ranges in the wage Addendum of this Agreement.

Section 2. Effective January 1, 2009, rates in effect on December 31, 2008 shall be increased by 90% of the increase from September, 2007 to September, 2008 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, 2010, rates in effect on December 31, 2009 shall be increased by 90% of the increase from September, 2008 to September, 2009 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 Division 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 Ordinance.

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

Section 7.

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

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

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

ARTICLE 8: OVERTIME

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

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

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

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

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

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

ARTICLE 9: HOURS OF WORK

Section 1. The standard work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each 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 Day - The normal workday shall not exceed ten (10) hours each and will not exceed forty (40) hours per week.

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 based on number of hours worked 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 business or operational 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 employees from returning to a five (5) day work week schedule with less than a four (4) week prior notification providing such a change is mutually agreeable between the employee and the Employer.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

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

ARTICLE 11: MISCELLANEOUS

Section 1. An employee elected or appointed to an office in a local of the signatory organization shall be given a leave of absence not to exceed three years without pay upon application.

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

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

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

Section 5. Re-opener. During the term of this Agreement, the parties agree to negotiate the subject of Pension Withholding for the GCIU Interlocal Pension Fund.

ARTICLE 12: DISPUTE RESOLUTION PROCEDURES.

Section 1. The employer shall not discipline an employee for other than just cause.

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

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

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

A. Definition.

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

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee and his/her representative, if the employee wishes, within ten (10) working days of the occurrence of such grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. 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 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen (15) working days. The Division Manager's final pre-arbitration response must be concurred in by the Director of the Human Resources Division (HRD) of the Department of Executive Services. If the matter is not resolved, HRD will be the Union's contact thereafter in this process. If the grievance is not pursued to the next higher level within thirty (30) working days, it shall be presumed resolved.

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

Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step three, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The party to strike first shall be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may be arbitrated which the County, by law, has no authority over, has no authority to

change, or has been delegated to any civil service commission or personnel board, as defined in R.C.W.41.56. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

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

Section 4. Alternative Dispute Resolution procedures.

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

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

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

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

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

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

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

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

6. The moving party can initiate the next step in the grievance process at the

appropriate times, irrespective of this process.

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

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

ARTICLE 13: NONDISCRIMINATION

Section 1. The employer or the Union shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, mental or physical disability.

ARTICLE 14: SAVINGS CLAUSE

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

ARTICLE 15: WORK STOPPAGES AND 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.

ARTICLE 16: WAIVER CLAUSE

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

ARTICLE 17: CONTRACTING WORK

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

ARTICLE 18: REDUCTION-IN-FORCE

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

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

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

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

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

ARTICLE 19: DURATION

This Agreement and each of its provisions shall become effective upon ratification by the King County Council and shall cover the period January 1, 2008 through December 31, 2010.

Contract negotiations for 2008 may be initiated by either party providing to the other written notice of its intentions to do so not less than thirty (30) days prior to September 1, 2010.

APPROVED this _____ day of _____, 2008

By: _____

King County Executive

SIGNATORY ORGANIZATION:

_____ _____

Brian Earl, President
Graphic Communications International
Union Local 767M

Date