

A G R E E M E N T

Between

King County

And

Teamsters Local Union No. 117

**Affiliated With The
International Brotherhood of Teamsters**

**REPRESENTING THE
PRINT SHOP – GRAPHIC COMMUNICATIONS**



**Term of Agreement
January 1, 2018 – December 31, 2020**

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Master Labor Agreement (MLA) - Appendix 7
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Print Shop - Graphic Communications; Department of Executive Services (Facilities
Management Division)
[231]

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TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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AGREEMENT
BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
(PRINT SHOP - GRAPHIC COMMUNICATIONS)
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 117 (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement

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 See also MLA Article 10.

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

22 **ARTICLE 5: VACATIONS**

23 See MLA Article 9 and MLA Article 35.

24 **ARTICLE 6: SICK LEAVE**

25 See MLA Article 11 and Article 34.

26 **Section 1. Bereavement Leave.** See MLA Article 8.

27 **Section 2. Donation of Vacation and Sick Leave Hours by Leave Eligible Employees.** See
28 MLA Article 6.

1 **Section 3. Family Care.** To the extent Washington State law provides more extensive
2 benefits for use of paid leave for family care, the Union and the County agree that state law shall
3 prevail.

4 **ARTICLE 7: WAGE RATES**

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

7 **Section 2.** While it is the prerogative of the management to determine which employees of
8 the Print Shop will be designated as Lead and, thus, receive the premium pay, the parties understand
9 and appreciate the concerns of the employees currently so assigned that their lead pay not be revoked
10 without providing an opportunity to discuss the matter. The County therefore, agrees to the
11 following:

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

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

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

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

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

23 **Section 5.**

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

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

28 C. Work Outside of Classification. – See MLA Article 37.

1 **Section 6.** General Wage Increases

2 General Wage Increase (GWI) adjustments will be in accordance with the Coalition of Unions
3 2017-2018 Total Compensation Agreement as well as MLA Article 29.

4 **ARTICLE 8: OVERTIME**

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

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

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

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

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

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

27 **ARTICLE 9: HOURS OF WORK**

28 **Section 1.** The standard work week shall consist of five (5) consecutive work days not to

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

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

8 **Work Day** - The normal workday shall not exceed ten (10) hours each, exclusive of
9 the lunch period.

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

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

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

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

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

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

2 See also MLA Article 25.

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

7 **ARTICLE 11: MISCELLANEOUS**

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

14 *Section 2. New Technology or Equipment.* In the event that the County acquires new
15 technology, the County shall provide written notice to the Union within a reasonable time prior to
16 installation. The County agrees to meet and confer with the Union regarding the introduction of such
17 technology or equipment and any impact it may have on bargaining unit work. If, as a result of the
18 acquisition of new technology positions are reclassified, any negotiated wage changes will be
19 retroactive to the date the operation of the new technology/equipment commenced.

20 *Section 3. Re-opener.* During the term of this Agreement, the parties agree to negotiate the
21 subject of pension withholding for the Union Pension Fund.

22 *Section 4.* The parties agree the County has the right to standardize pay practices and Fair
23 Labor Standards Act workweeks. The parties agree that applicable provisions of the collective
24 bargaining agreement may be re-opened at any time during the life of this Agreement by the County
25 for the purpose of negotiating these standardized pay practices, to the extent required by law.

26 *Section 5. Background Check.* As a condition of employment, all employees are required to
27 pass a background check including a fingerprint based background check as required by the County
28 pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass

1 the background check, or revocation of CJIS access, will be just cause to separate the employee from
2 the County. All employees are required to self-report any instance when they have been arrested
3 and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good
4 cause presented by the employee as soon as possible after the arrest and/or charge, is cause for
5 discipline.

6 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

7 See MLA Article 26.

8 **ARTICLE 13: NONDISCRIMINATION**

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

13 **ARTICLE 14: SAVINGS CLAUSE**

14 See MLA Article 30.

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

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

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

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

4 **ARTICLE 16: WAIVER CLAUSE**

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

11 **ARTICLE 17: CONTRACTING WORK**

12 See MLA Article 16.

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

14 **Section 1.** Regular employees laid off as a result of a reduction of work and/or a shortage of
15 funds shall be laid off within the classification according to the employee's date of hire into a
16 bargaining unit position. Regular employees with the least amount of seniority shall be laid off first;
17 however, in the event of two (2) employees having the same seniority, ability, skill and other relevant
18 job-related factors shall be the determining factors on retention.

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

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

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

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

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

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ARTICLE 19: DURATION

See MLA Article 31.

APPROVED this 13 day of MARCH, 2018.

By: 
King County Executive

International Brotherhood of Teamsters Local 117:


John Searcy
Secretary-Treasurer

cba Code: 231

Union Code: L1

Addendum A
International Brotherhood of Teamsters Local 117
Print Shop - Graphic Communications
DES (Facilities Management Division)
Wage Addendum

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

Please refer to the King County Squared Table for rates



TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a. Ask whether you are free to leave the room if you choose to do so;
 - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
 - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.