



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 27, 2008

Ordinance 16283

Proposed No. 2008-0539.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the International Brotherhood of Teamsters
4 Local 117 representing employees in the prosecuting
5 attorney's office; and establishing the effective date of said
6 agreement.

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated between King

10 County and the International Brotherhood of Teamsters Local 117 representing

11 employees in the prosecuting attorney's office and attached hereto is hereby approved and

12 adopted by this reference made a part hereof.

13


14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2008, through and including December 31, 2010.

16

Ordinance 16283 was introduced on 10/20/2008 and passed by the Metropolitan King
County Council on 10/27/2008, by the following vote:

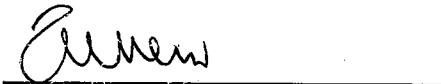
Yes: 7 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Mr. von Reichbauer, Mr.
Ferguson, Mr. Gossett and Mr. Phillips
No: 1 - Ms. Lambert
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of NOVEMBER, 2008.



Ron Sims, County Executive

Attachments A. Agreement Between International Brotherhood of Teamsters Local 117
(Representing Employees of the Prosecuting Attorney) and King County (Economic
Issues)

RECEIVED
2008 NOV -7 PM 12:44
KING COUNTY COUNCIL
CLERK

AGREEMENT BETWEEN

2008-539

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

(Representing employees of the PROSECUTING ATTORNEY)

and

KING COUNTY (Economic Issues)

16283

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE.....2

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 3

ARTICLE 3: RIGHTS OF MANAGEMENT5

ARTICLE 4: HOLIDAYS.....6

ARTICLE 5: VACATIONS8

ARTICLE 6: SICK LEAVE.....10

ARTICLE 7: LEAVES OF ABSENCE12

ARTICLE 8: WAGE RATES14

ARTICLE 9: OVERTIME16

ARTICLE 10: HEALTH AND WELFARE BENEFITS.....17

ARTICLE 11: MISCELLANEOUS.....18

ARTICLE 12: GRIEVANCE PROCEDURE19

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY22

ARTICLE 14: SAVINGS CLAUSE23

ARTICLE 15: WAIVER CLAUSE.....24

ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION25

ARTICLE 17: INTRACOUNTY TRANSFER.....26

ARTICLE 18: DURATION27

ADDENDUM A: SALARY SCHEDULE 200828

ADDENDUM B: SALARY SCHEDULE Effective 7/1/200930

ADDENDUM C: SALARY SCHEDULE Effective 1/1/201032

AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
(Representing employees of the PROSECUTING ATTORNEY)
and
KING COUNTY (Economic Issues)

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County and Teamsters Local 117 representing employees in the Prosecutor's Office. This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council. This Agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of King County.

1 **ARTICLE 1: PURPOSE**

2 The intent and purpose of this Agreement is to promote the continued improvement of the
3 relationship between King County and the employees by providing a uniform basis for implementing
4 the right of public employees to join organizations of their own choosing, and to be represented by
5 such organizations in matters concerning their wages and directly wage-related employment matters.
6 Non-wage-related matters are covered in a separate but parallel Agreement between The King
7 County Prosecutor and the Union. It is expressly understood by the parties that both Agreements are
8 to be construed together.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1. Recognition and Union Security.** The County recognizes Teamsters Local 117 as
3 the exclusive bargaining representative for wage and wage related matters of those employees whose
4 job classifications are listed in the attached wage Addenda (as more particularly described therein),
5 and made a part hereof by this reference. It is understood and agreed that the terms and/or conditions
6 of this Agreement shall not be applicable to:

7 Temporary employees, as defined in the King County Code Section 3.12.010 (except that
8 such employees shall be provided benefits in accordance with said rules) and undergraduate work
9 study administrative student interns.

10 All employees covered by this Agreement who are probationary shall, on the thirtieth (30th)
11 day following employment, become and remain members in good standing in the Union or pay an
12 agency fee to the Union for their representation to the extent permitted by law; provided, however,
13 that nothing in this section shall require an employee to join said Union who can substantiate, in
14 accordance with the law, bona fide religious tenets or teachings which prohibit the payment of dues
15 or initiation fees to the union organizations.

16 **Section 2. Indemnification.** The Union will indemnify, defend and hold the County
17 harmless against any claims made and against any suit instituted against the County on account of
18 any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to
19 it in error on account of the check-off provision upon presentation of proper evidence thereof.

20 **Section 3. Voluntary Payroll Deduction For Political Contributions - Democratic,**
21 **Republican, Independent Voter Education (D.R.I.V.E.).** The Employer agrees to deduct from the
22 paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E.
23 D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that
24 are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase
25 "weeks worked" excludes any week other than a week in which the employee earned a wage. The
26 Employer shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the
27 total amount deducted along with the name of each employee on whose behalf a deduction is made,
28 the employee's social security number and the amount deducted from the employee's paycheck. The

1 International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's
2 actual cost for the expenses incurred in administering the weekly payroll deduction plan.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the Prosecuting Attorney's Office and the direction of the work force is
3 vested exclusively in the Prosecuting Attorney's Office subject to the terms of this Agreement. All
4 matters not specifically and expressly covered or treated by the language of this Agreement may be
5 administered for its duration by the Prosecuting Attorney in accordance with such policy or
6 procedures as the Prosecuting Attorney from time to time may determine; provided, that the
7 Prosecuting Attorney will fulfill any statutory obligation to bargain.

8 The right to define and implement a new payroll system, including but not limited to a
9 biweekly payroll system, is vested exclusively in King County. The parties recognize King County's
10 exclusive right to make the changes necessary to implement such payroll system. The changes shall
11 only be implemented in conjunction with, or subsequent to, the implementation of same changes for
12 other King County bargaining units and employees.

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1. Designated Holidays.** All eligible employees shall be granted the following
3 holidays with pay:

4

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

15

16 and any days designated by public proclamation of the Chief Executive of the state as a legal holiday.

17 All holidays shall be observed in accordance with RCW 1.16.050, as amended.

18 **Section 2. Eligibility Requirement.** An eligible employee must be in a pay status on the
19 employee's scheduled working days prior to and immediately after a holiday in order to receive

20 holiday pay. An employee who leaves County employment the day prior to the holiday will not
21 receive holiday pay.

22 **Section 3. Prorated And Alternate Work Schedule Holiday Accrual.** Holiday benefits for
23 full-time regular and, covered part-time regular employees will be established based upon the ratio of
24 hours the employee is regularly scheduled to work (not including overtime) to a standard work year.
25 For example: If a part-time regular employee normally works four (4) hours per day in a department
26 that normally works seven (7) hours per day, then the part-time regular employee would be granted
27 four-sevenths of the holiday benefit allowed a full-time regular staff member. FLSA-eligible
28 employees on flex or alternative work schedules shall be allowed to adjust their schedules during a

1 holiday week so as to be eligible for the holiday pay. Employees on alternative work
2 schedules/flextime (working nine days in ten) who take holiday time off in excess of the seven (7)
3 hours a holiday provides (or pro-rated portion of seven (7) hours for part-time employees) shall make
4 up the difference by working or, using accrued vacation time or compensatory time.

5 **Section 4. Holidays on Scheduled Days Off.** Whenever a holiday falls upon a Sunday, the
6 following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be
7 observed on the preceding Friday.

8 **Section 5. Work On Holidays.** Work performed on holidays with the Employer's approval
9 or at the Employer's direction shall be paid at one and one-half (1-1/2) times the regular rate in
10 addition to the regular holiday pay.

11 **Section 6. Personal Holidays.** Each eligible employee shall receive two (2) additional
12 personal holidays to be administered through the vacation plan. Both days shall be credited on
13 January 1 of each calendar year until the PAO adopts the new payroll system. At that time, the days
14 will be credited on October 1 and November 1 of each calendar year. These days can be used in the
15 same manner as any vacation day earned.

1
2 **ARTICLE 5: VACATIONS**

3 **Section 1. Vacation Accrual.** Eligible employees shall receive vacation benefits as indicated
4 in the following table:

5

Full Years Service	Annual Leave in Days
Upon hire through end of Year 2	12 days
Upon beginning of Year 3	13 days
Upon beginning of Year 4	15 days
Upon beginning of Year 6	16 days
Upon beginning of Year 7	17 days
Upon beginning of Year 9	18 days
Upon beginning of Year 11	20 days
Upon beginning of Year 13	21 days
Upon beginning of Year 18	22 days
Upon beginning of Year 19	23 days
Upon beginning of Year 20	24 days
Upon beginning of Year 21	25 days
Upon beginning of Year 22	26 days
Upon beginning of Year 23	27 days
Upon beginning of Year 24	28 days
Upon beginning of Year 25	29 days
Upon beginning of Year 26	30 days

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Vacation leave shall be accrued at an hourly rate by dividing the annual number of days of
vacation listed in the table above by the number of regularly scheduled hours in a year for a full-time
regular schedule (based on a 35-hour-per-week schedule).

Section 2. Prorated Accrual for Part-Time Employees. Vacation benefits, including

1 maximum accrual rates, for part-time regular employees will be established based upon the ratio of
2 hours the employee is regularly scheduled to work (not including overtime) to a standard work year.
3 For example: If a part-time regular employee normally works four (4) hours per day in a department
4 that normally works eight (8) hours per day, then the part-time regular employee would be granted
5 four-eighths of the vacation benefit allowed a full-time regular staff member with an equivalent
6 number of years service.

7 **Section 3. Vacation Carryover and Forfeiture.** Employees may carry over a maximum of
8 60 days vacation (420 hours) from one calendar year to the next.

9 **Section 4. No Work Permitted.** No person shall be permitted to work for compensation for
10 the County in any capacity during the time when vacation benefits are being drawn.

11 **Section 5. Vacation Cashout.** Upon termination for any reason, eligible employees will be
12 paid for unused vacation credits up to maximum allowable accumulated vacation; (i.e., no more than
13 60 days: 420 hours).

14 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall be made
15 to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

1 **ARTICLE 6: SICK LEAVE**

2 ***Section 1. Accrual.*** Every eligible employee shall accrue sick leave benefits at the rate of
3 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours
4 per month except that sick leave shall not begin to accrue until the first of the month following the
5 month in which the employee commenced employment. The employee is not entitled to sick leave if
6 not previously earned. There shall be no limit to the hours of sick leave benefits accrued by an
7 employee.

8 ***Section 2. Use of Vacation In Lieu of Sick Leave.*** Employees eligible to accrue vacation
9 leave may use any accrued days of vacation leave as an extension of sick leave. If an employee does
10 not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must
11 be reimbursed to the County upon termination.

12 ***Section 3. Coordination With Workers' Compensation Benefits.*** Employees injured on the
13 job may not simultaneously collect sick leave and workers' compensation payments in a total amount
14 greater than the net regular pay of the employee.

15 ***Section 4. Use for Family Care.*** Eligible employees shall be entitled to use their
16 accumulated sick leave when such employee is required to care for immediate family members who
17 are seriously ill.

18 ***Section 5. Sick Leave Administration.*** Department management is responsible for the proper
19 administration of the sick leave benefit.

20 ***Section 6. Forfeiture Upon Separation.*** Separation from County employment except by
21 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick
22 leave currently accrued to the employee. Should the employee resign in good standing or be laid off
23 and return to the County within two (2) years, accrued sick leave shall be restored.

24 ***Section 7. Cashout on Retirement or Death.*** County employees who have at least five (5)
25 years county service and who retire as a result of length of service or who terminate by reason of
26 death shall be paid an amount equal to thirty-five percent (35%) of their unused, accumulated sick
27 leave. All payments shall be based on the employee's base rate.

28 ***Section 8. Federal and State Law.*** To the extent that any federal or Washington State law

1 requires more extensive benefits for use of paid leave for family care, the Union and County agree
2 that state law shall prevail.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 7: LEAVES OF ABSENCE**

2 ***Section 1. Bereavement Leave***

3 (a) **Eligibility For Immediate Family.** Eligible employees shall be entitled to five
4 (5) working days of bereavement leave per occurrence due to death of members of their immediate
5 family. For purposes of this section, "immediate family" shall be construed to mean persons related
6 to an employee by blood or marriage or legal adoption as follows: grandmother, grandfather, mother,
7 father, spouse or domestic partner, son, daughter, brother, sister, son-in-law, daughter-in-law, mother-
8 in-law, father-in-law, grandchild, domestic partner's children, domestic partner's parent, spouse's
9 children and any persons for whose financial or physical care the employee is principally responsible.

10 (b) **Sick Leave In Lieu of Bereavement Leave.** Full-time regular employees who
11 have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3)
12 days for each instance when death occurs to a member of the employee's immediate family.

13 (c) **Prorated Bereavement Leave For Part Time Employees.** Bereavement
14 benefits for part-time regular employees will be established based upon the ratio of hours the
15 employee is regularly schedule to work (not including overtime) to a standard work year. For
16 example, see Article 4, Section 3.

17 ***Section 2. Shared Leave.*** See Prosecuting Attorney's Office working conditions contract.

18 ***Section 3. Jury Duty.*** Any employee eligible for leave benefits who is ordered on a jury
19 shall be entitled to his or her regular County pay; provided, that fees for such jury duty are deposited,
20 exclusive of mileage, with the Finance Division of the Department of Executive Services.

21 Employees shall report back to their work supervisor when dismissed from jury service.

22 ***Section 4. Military Leave.*** The Prosecuting Attorney or his designee shall grant, for a period
23 not exceeding twenty-one (21) days during each year beginning October 1st and ending September
24 30th, paid leaves of absence to regular employees for the purpose of taking part in active military
25 training duty as provided by state law, RCW 38.40.060; provided that a request for such leave shall
26 be submitted in writing by the employee and accompanied by a validated copy of military orders
27 ordering such active training duty. The Prosecuting Attorney shall abide by applicable state and
28 federal law in granting any unpaid military leave of absence for a period in excess of twenty-one (21)

1 consecutive calendar days. Employees on military leave are entitled to an extension of benefits as set
2 forth in KCC 3.12.262.

3 **Section 5. Organ Donor Leave.**

4 1. The appointing authority shall allow employees eligible for family leave, sick
5 leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in
6 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
7 transplants, or blood transfusions to take five (5) days paid leave without having such leave charged
8 to family leave, sick leave, vacation leave or leave of absence without pay; provided that the
9 employee shall:

10 a) Give the appointing authority reasonable advance notice of the need to take
11 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there
12 is a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
13 pain or the eventual death of the identified recipient.

14 b) Provide written proof from an accredited medical institution, organization
15 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
16 tissue or to participate in any other medical procedure where the participation of the donor is unique
17 or critical to a successful outcome.

18 2. Time off from work for the purposes set out above in excess of five (5) working
19 days shall be subject to existing leave policies contracted in this Agreement.

20 **Section 6. Subpoena Leave.** A subpoenaed employee will receive paid administrative leave
21 to appear as a witness in a court or administrative hearing that is work-related, provided that the
22 litigation does not involve a claim by the employee against the County.

23 **Section 7. Family Care.** Eligible employees shall be entitled to use their accumulated sick
24 leave when such employee is required to care for immediate family members who are seriously ill.
25 Up to one day of accumulated sick leave may be used by a full-time regular or part-time regular
26 employee for the purpose of being present at the birth of his/her child.

1 **ARTICLE 8: WAGE RATES**

2 **Section 1. Wage Classifications and Ranges.** Effective January 1, 2008, wage rates for
3 covered full-time regular and covered part-time regular employees shall be in accordance with the job
4 classifications and wage ranges in Addendum "A." Effective July 1, 2009, the wage rates for covered
5 full-time regular and covered part-time regular employees shall be in accordance with the job
6 classifications and wage ranges in Addendum "B." Effective January 1, 2010, the wage rates for
7 covered full-time regular and covered part-time regular employees shall be in accordance with the job
8 classifications and wage ranges in Addendum "C." The ranges in all of these Addenda are on the
9 King County Squared Table.

10 **Section 2. Cost of Living Adjustments**

11 (a) Effective January 1, 2008, the Wage Ranges in effect on December 31, 2007 will
12 be increased by an amount equal to ninety percent (90%) of the September 2006 - September 2007
13 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of
14 two percent (2%) and a maximum increase of six percent (6%).

15 (b) Effective January 1, 2009, the Wage Ranges in effect on December 31, 2008 will
16 be increased by an amount equal to ninety percent (90%) of the September 2007 - September 2008
17 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of
18 two percent (2%) and a maximum increase of six percent (6%).

19 (c) Effective January 1, 2010, the Wage Ranges in effect on December 31, 2009 will
20 be increased by an amount equal to ninety percent (90%) of the September 2008 - September 2009
21 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of
22 two percent (2%) and a maximum increase of six percent (6%).

23 **Section 3. Shift Differential.** Shift differentials for full-time regular employees in the listed
24 classifications shall be as follows:

25 Full-time regular and part-time regular employees in such classifications who have not less
26 than four (4) hours of their regular work shift falling between the hours of 4:30 p.m. and 7:30 a.m.,
27 shall receive compensation in addition to their base rate of pay for all scheduled hours worked during
28 such shift at the rate of fifty five cents (55¢) per hour; provided, that said additional compensation

1 shall not apply to periods of paid absence such as holidays, vacation or sick leave, and overtime pay.

2 **Section 4. Pacific Coasts Benefits Trust.** The Employer agrees to continue to pay into the
3 Pacific Coast Benefits Trust twenty five cents (25¢) per compensated hour thereafter on behalf of
4 each employee who completes or has completed two (2) or more years of service with the Employer.
5 If state or federal law requires the Employer to deduct from or make payments with respect to the
6 contributions required hereunder, such contributions shall be reduced accordingly. To this end, the
7 parties agree to execute such documents effectuating this undertaking as may be necessary to give
8 force and effect to the Employer's agreement herein.

9 **Section 5. Pension Trust.** The County agrees to re-open negotiations during the term of this
10 Agreement upon request by the Union, solely for the purpose of negotiating procedures and policies
11 for employees covered by this Agreement to participate in the Western Conference of Teamsters
12 Pension Trust (WCTPT). The County and Union understand and agree that the Union will conduct a
13 membership vote to determine whether the bargaining unit will participate in WCTPT, and that if a
14 majority of members vote in favor of participation, all members must participate. The parties further
15 agree that participation in WCTPT shall not result in any increase in compensation for any employee
16 covered by this Agreement.

1 **ARTICLE 9: OVERTIME**

2 **Section 1. Overtime Eligibility.** Except as otherwise provided in this Article, employees on a
3 five (5) day schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in
4 excess of seven (7) compensated hours in one day, exclusive of lunch period, or thirty five (35)
5 compensated hours in one week.

6 **Section 2. Statutory Minimum.** If any provision of this article conflicts with minimum
7 standards established by RCW 49.46 as amended, then that provision shall be automatically amended
8 to provide the minimum standards.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 10: HEALTH AND WELFARE BENEFITS**

2 **Section 1.** The County shall maintain the current level of benefits under its medical, dental,
3 vision and, disability, life, and AD&D insurance programs during the life of this Agreement except as
4 may be otherwise provided for in Section 2.

5 **Section 2.** There shall be established a Joint Labor Management Insurance Committee
6 (“JLMIC”) comprised of an equal number of representatives from the Employer and the Labor Union
7 Coalition whose function shall be to review, study and make recommendations relative to existing
8 medical, dental and life insurance programs. The Employer and the Union shall implement any
9 changes in employee insurance benefits which result from any agreement of the JLMIC; provided
10 that if the JLMIC agrees to any employee share of any premium during the term of this contract, the
11 County and the Union agree to reopen this contract for the purposes of negotiating economic issues,
12 subject to any procedures that the JLMIC may establish for reopening collective bargaining
13 agreements to address the impact of establishing employee premium share.

14 **Section 3.** The Employer will maintain its contribution for health benefits for an employee up
15 to a four (4) month period of maternity leave, or approved medical leave, and up to eighteen (18)
16 weeks for family leave.

1 **ARTICLE 11: MISCELLANEOUS**

2 ***Section 1. Transportation Reimbursement.*** All employees who have been authorized to use
3 their own transportation on County business shall be reimbursed at the current rate set by the
4 Metropolitan County Council during the life of this Agreement.

5 ***Section 2. Bus Pass.*** Eligible employees, as determined by their respective employment
6 status, shall receive transit passes in accord with the King County Ordinance No. 12933.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

8 ***Section 1. Definition***

9 Grievance - An issue raised by an employee relating to the interpretation of wage or directly
10 wage related matters as contained in this Agreement.

11 ***Section 2. Procedure***

12 **Step One** - A grievance shall be presented verbally or in writing by the aggrieved
13 employee, and a representative if the employee so desires, within fifteen (15) working days of
14 becoming aware of such grievance, to his/her supervisor or designee. That person shall gather all
15 relevant facts and shall attempt to resolve the matter and notify the employee within fifteen (15)
16 working days. If a grievance is not pursued to the next higher level within fifteen (15) working days,
17 it shall be presumed resolved.

18 **Step Two** - If, after thorough discussion with the Human Resources Director of the
19 Prosecuting Attorney's Office, the grievance has not been satisfactorily resolved, the employee and
20 representative(s) shall reduce the grievance to writing and present it to the Director of Human
21 Resources Division, Department of Executive Services. The Director of Human Resources Division,
22 Department of Executive Services shall schedule a meeting within fifteen (15) days to discuss the
23 matter with the Director of Administration of the Prosecuting Attorney's Office, the employee and
24 representative of the Union. If the grievance is not resolved at this step, the Union may request
25 mediation or arbitration of the grievance within thirty (30) days of completion of Step Two of the
26 grievance process. The request for mediation or arbitration must be made in writing to the Director
27 of the Human Resources Division, Department of Executive Services.

28 **Mediation** - The County and the Union will have thirty (30) working days from the

1 mediation request date to schedule a mediation date. The County and the Union shall mutually agree
2 upon a mediator. Any resolution reached in mediation shall be binding on the parties and, unless
3 specifically agreed otherwise, not form a precedent for similar issues. If the resolution is not reached
4 in mediation, issues may be referred to arbitration, if it concerns the proper application or
5 interpretation of the Agreement. The County and the Union shall each bear the cost of its own
6 presentation and shall bear equally the fees and cost of the mediator. The Union will have thirty (30)
7 working days from the conclusion of mediation to make a written request for arbitration to the
8 Director of the Human Resources Division, King County Department of Executive Services.

9 **Step Three** - The Union may request arbitration within thirty (30) calendar days of the
10 conclusion of Step Two and must specify the exact question which it wishes arbitrated. In the event
11 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
12 panel of seven (7) arbitrators furnished by the American Arbitration Association. The arbitrator will
13 be selected from the list by both the County representative and the Union, each alternately striking a
14 name from the list until only one name remains. The arbitrator, under voluntary labor arbitration
15 rules of the Association, shall be asked to render a decision promptly and the decision of the
16 arbitrator shall be final and binding on both parties.

17 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
18 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
19 in reaching a decision.

20 The Arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
21 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
22 behalf. Each party shall bear the cost of its own attorney fees regardless of the outcome of the
23 arbitration hearing.

24 The time limits set forth in this Article may be extended by mutual agreement of the parties.

25 No matter may be arbitrated which the County by law has no authority over, has no authority
26 to change, or has been delegated to any civil service commission or personnel board as defined in
27 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

1 **Section 3. Union Discretion and Exclusive Representation.** The Union shall not be required
2 to press employee grievances if in the Union's opinion, such lack merit. With respect to the
3 processing, disposition and/or settlement of any grievance, including hearings and final decision of
4 any arbitrator, the Union shall be the exclusive representative of the employee.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

2 The Employer or the Union shall not unlawfully discriminate against any individual with
3 respect to wages or directly wage related matters because of race, color, religion, national origin, age,
4 sex, marital status, sexual orientation, or any sensory or physical handicap.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 hereof; provided, however, upon such invalidation the parties agree to meet and
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 15: 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 wage or directly wage related matter
4 deemed a proper subject for collective bargaining. The results of the exercise of that right and
5 opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of
6 this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
7 subject or matter not specifically referred to or covered by this Agreement.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION**

2 An employee pre-assigned by a supervisor to work outside of classification shall, upon
3 completion of twenty-one (21) consecutive work hours of such assignment, be paid at the first pay
4 step of the higher classification or at the step which is the equivalent of two (2) steps (approximately
5 five per cent (5%)) more than the employee's previous salary step, whichever is greater, for all time
6 spent while so assigned.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 17: INTRACOUNTY TRANSFER**

2 An employee of King County who transfers to the Prosecuting Attorney's Office subsequent
3 to commencement of work with King County shall, for purposes of computing employee benefits set
4 forth in King County Code 3.12 (i.e., holidays, vacations, sick leave, family care or death, leave of
5 absence without pay, training, time off for examinations, military leave of absence, retirement and
6 unemployment compensation), be entitled to benefits in accordance with his/her starting date of
7 employment with King County and not for the time he/she began in the Prosecuting Attorney's
8 Office. [For parallel provision, see Prosecuting Attorney Agreement, Article 17.]

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 18: DURATION**

2 This Agreement and each of its provisions shall become effective when ratified by the parties,
3 unless a different effective date is specified, and covers the period January 1, 2008 through
4 December 31, 2010.

5

6

7


APPROVED this 3 day of OCTOBER, 2008

8

9

10

11

By: 

12

King County Executive

13

14

15

16



17

John A. Williams
Secretary-Treasurer
Teamsters Local 117

18

19

20

21

22

23

24

25

26

27

28

2 ADDENDUM A
3 SALARY SCHEDULE 2008

4

5 Class Code	Peoplesoft Class Code	MSA Class Code	Classification	RANGE*
6 6230100	623401	8395	Child Interviewer Specialist	48
7 4203100	423102	8392	Legal Administrative Specialist I	34
8 4203200	423202	8393	Legal Administrative Specialist II	38
9 4203300	423302	8394	Legal Administrative Specialist III	42
10 4204100	424101	8396	Legal Secretary	44
11 6214100	623102	8493	Paralegal	48
12 6216100	623302	8495	Victim Advocate	48
13 * For rates, please refer to the King County Squared Salary Table				

14

15 **Salary Step Key:**

16

Entry	= Step 1
Upon completion of probation if hired into Step 1	= Step 2
First Anniversary ¹	= Step 3
Second Anniversary	= Step 4
Third Anniversary	= Step 5
Fourth Anniversary	= Step 6
Fifth Anniversary	= Step 7
Sixth Anniversary	= Step 8
Seventh Anniversary	= Step 9
Eighth Anniversary	= Step 10

17

18

19

20

21

22

23

24

25

26

27

28 ¹ For purposes of step advancement on the salary range, the anniversary date for an employee hired into his/her current position at Step 1 shall be the date upon which the employee successfully completed the probationary period.

1 **Provisions:**

2
3 **New Employees:** New employees shall be hired at Step 1 of their respective pay range or at a
4 higher step at management's discretion. Employees hired into a position at Step 1 shall advance to
5 Step 2 upon successful completion of the probationary period. Employees shall automatically
6 advance to the next salary step on their anniversary date. For employees hired into Step 1 of their
7 current position, the anniversary date shall be the date upon which the employee successfully
8 completed the probationary period. The step increase is effective on the first or sixteenth day of the
9 month, whichever is closest to the date of hire.

10 **Salary on Promotion:** An employee who is promoted will be placed either in the first step of
11 the new salary range or at a step which is the equivalent of two (2) steps (approximately five percent
12 (5%)) more than the employee's former step, whichever is greater, but not to exceed the top step of
13 the new range. The employee's anniversary date for step increases will change to the first or
14 sixteenth day of the month, whichever is closest to the date of promotion.

15 **Salary on Position Reclassification:** An employee whose position is reclassified will be
16 placed either in the first step of the new salary range or at a step which is the equivalent of two (2)
17 steps (approximately five percent (5%)) more than the employee's former step, whichever is greater,
18 but not to exceed the top step of the new range. The employee's anniversary date for step increases
19 will remain the same.

2 **ADDENDUM B**
3 **SALARY SCHEDULE EFFECTIVE 7/1/2009**

4

5 Class Code	Peoplesoft Class Code	MSA Class Code	Classification	RANGE*
6 6230100	623401	8395	Child Interviewer Specialist	49
7 4203100	423102	8392	Legal Administrative Specialist I	34
8 4203200	423202	8393	Legal Administrative Specialist II	38
9 4203300	423302	8394	Legal Administrative Specialist III	43
10 4204100	424101	8396	Legal Secretary	44
11 6214100	623102	8493	Paralegal	49
12 6216100	623302	8495	Victim Advocate	48
13 4410100	422401	3136	Word Processing Operator	42
14 * For rates, please refer to the King County Squared Salary Table				

15

16 **Salary Step Key:**

17

18 Entry	= Step 1
19 Upon completion of probation if hired into Step 1	= Step 2
20 First Anniversary ¹	= Step 3
21 Second Anniversary	= Step 4
22 Third Anniversary	= Step 5
23 Fourth Anniversary	= Step 6
24 Fifth Anniversary	= Step 7
25 Sixth Anniversary	= Step 8
26 Seventh Anniversary	= Step 9
27 Eighth Anniversary	= Step 10

28 ¹ For purposes of step advancement on the salary range, the anniversary date for an employee hired into his/her current position at Step 1 shall be the date upon which the employee successfully completed the probationary period.

1 **Provisions:**

2
3 **New Employees:** New employees shall be hired at Step 1 of their respective pay range or at a
4 higher step at management's discretion. Employees hired into a position at Step 1 shall advance to
5 Step 2 upon successful completion of the probationary period. Employees shall automatically
6 advance to the next salary step on their anniversary date. For employees hired into Step 1 of their
7 current position, the anniversary date shall be the date upon which the employee successfully
8 completed the probationary period. The step increase is effective on the first or sixteenth day of the
9 month, whichever is closest to the date of hire.

10 **Salary on Promotion:** An employee who is promoted will be placed either in the first step of
11 the new salary range or at a step which is the equivalent of two (2) steps (approximately five percent
12 (5%)) more than the employee's former step, whichever is greater, but not to exceed the top step of
13 the new range. The employee's anniversary date for step increases will change to the first or
14 sixteenth day of the month, whichever is closest to the date of promotion.

15 **Salary on Position Reclassification:** An employee whose position is reclassified will be
16 placed either in the first step of the new salary range or at a step which is the equivalent of two (2)
17 steps (approximately five percent (5%)) more than the employee's former step, whichever is greater,
18 but not to exceed the top step of the new range. The employee's anniversary date for step increases
19 will remain the same.

2 ADDENDUM C
3 SALARY SCHEDULE EFFECTIVE 1/1/2010

4

5 Class Code	Peoplesoft Class Code	MSA Class Code	Classification	RANGE*
6 6230100	623401	8395	Child Interviewer Specialist	49
7 4203100	423102	8392	Legal Administrative Specialist I	34
8 4203200	423202	8393	Legal Administrative Specialist II	38
9 4203300	423302	8394	Legal Administrative Specialist III	44
10 4204100	424101	8396	Legal Secretary	44
11 6214100	623102	8493	Paralegal	49
12 6216100	623302	8495	Victim Advocate	48
13 4410100	422401	3136	Word Processing Operator	42
14 * For rates, please refer to the King County Squared Salary Table				

15
16 **Salary Step Key:**

17

18 Entry	= Step 1
19 Upon completion of probation if hired into Step 1	= Step 2
20 First Anniversary ¹	= Step 3
21 Second Anniversary	= Step 4
22 Third Anniversary	= Step 5
23 Fourth Anniversary	= Step 6
24 Fifth Anniversary	= Step 7
25 Sixth Anniversary	= Step 8
26 Seventh Anniversary	= Step 9
27 Eighth Anniversary	= Step 10

28 ¹ For purposes of step advancement on the salary range, the anniversary date for an employee hired into his/her current position at Step 1 shall be the date upon which the employee successfully completed the probationary period.

1 **Provisions:**

2
3 **New Employees:** New employees shall be hired at Step 1 of their respective pay range or at a
4 higher step at management's discretion. Employees hired into a position at Step 1 shall advance to
5 Step 2 upon successful completion of the probationary period. Employees shall automatically
6 advance to the next salary step on their anniversary date. For employees hired into Step 1 of their
7 current position, the anniversary date shall be the date upon which the employee successfully
8 completed the probationary period. The step increase is effective on the first or sixteenth day of the
9 month, whichever is closest to the date of hire.

10 **Salary on Promotion:** An employee who is promoted will be placed either in the first step of
11 the new salary range or at a step which is the equivalent of two(2) steps (approximately five percent
12 (5%)) more than the employee's former step, whichever is greater, but not to exceed the top step of
13 the new range. The employee's anniversary date for step increases will change to the first or
14 sixteenth day of the month, whichever is closest to the date of promotion.

15 **Salary on Position Reclassification:** An employee whose position is reclassified will be
16 placed either in the first step of the new salary range or at a step which is the equivalent of two (2)
17 steps (approximately five percent (5%)) more than the employee's former step, whichever is greater,
18 but not to exceed the top step of the new range. The employee's anniversary date for step increases
19 will remain the same.