



King County

Metropolitan King County Council Law, Justice, Health, and Human Services Committee

STAFF REPORT

Agenda Item No.:	7	Date:	25 Feb 2014
Proposed No.:	2014-0086	Prepared by:	Nick Wagner

SUBJECT

An ordinance approving a collective bargaining agreement with the International Brotherhood of Teamsters, Local 117, covering compensation and benefits for about 200 non-attorney positions in the Prosecuting Attorney's Office.

SUMMARY

Proposed Ordinance 2014-0086 (Att. 1) would approve a collective bargaining agreement (CBA) between King County and the International Brotherhood of Teamsters, Local 117. The CBA (Att. 1-A) covers compensation and benefits for about 200 non-attorney positions in the Prosecuting Attorney's Office.¹

1. Term of the CBA

The CBA covers the one-year period from 1 January 2014 through 31 December 2014 (Article 18, Att. 1-A, p. 15).²

2. The Bargaining Unit

As described in the Executive's transmittal letter (Att. 4), the employees who make up the bargaining unit support the Prosecuting Attorney's Office (PAO) and the Deputy Prosecuting Attorneys (DPAs) in carrying out the mission of the office each day. The bargaining unit consists of the classifications listed in Addendum A (Att. 1-A, pp. 16):

- Child Interview Specialist;
- Legal Administrative Specialist (some provide records management oversight, assist with paperwork associated with criminal charging documents, and assist victims in getting restitution; others are receptionists and perform other clerical duties);
- Legal Secretary;
- MDOP (Most Dangerous Offender Program) and ITA (Involuntary Treatment Act) Advocate (the former works with homicide victims' families,

¹ Working conditions for these employees (other than compensation and benefits) are negotiated by the Prosecuting Attorney, not by the County Executive, and are not subject to review and approval by the Council.

² Page references in this staff report refer to the page number of the specific attachment, not to the page number of the meeting materials.

the latter with the families who have a member who is subject to involuntary commitment proceeding for severe mental illness);

- Paralegal (coordinates witnesses and victims coming to court each day and provides trial support, case management, document preparation, and explanation of the legal system to lay people);
- Victim Advocate (provides support and safety planning to crime victims and assist them with getting Orders for Protection); and
- Word Processing Operator.

Bargaining unit employees in the PAO Civil Division assist DPAs with case management, court filings, document preparation, calendaring, and general clerical support.

CHANGED CONTRACT PROVISIONS

The proposed new CBA is largely a one-year extension of the previous CBA, except for the following:

1. 2014 COLA

Section 8.2 of the CBA (Att. 1-A, p. 9) provides for the following cost of living adjustment (COLA) for 2014, which is the same as the COLA agreed to with the vast majority of the county's represented employees:

Year	COLA Formula	COLA³
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	1.67%

The fiscal impact of the COLAs is described in the Fiscal Note (Att. 5), which is summarized in the table on the following page. The COLA for 2014 is already being paid, since that was required pursuant to the 2010 "Zero COLA" MOA, which the Council approved by Ordinance 16998 in December of 2010.

2. Family leave

Article 7, Section 7, of the CBA ("Family Care") (Att. 1-A, p. 9) has been amended to incorporate by reference the PAO's Family and Medical Leave policy, the Washington Family Leave Act, and the Washington Family Care Act, instead of defining in the CBA the circumstances under which an employee is entitled to family leave.

3. Standardization of grievance timelines

In Article 12 (Att. 1-A, pp. 11-13), the timelines in the grievance process have been converted from working days to calendar days for the purpose of standardization, with no change in the actual time allowed.

4. Holiday pay for last day of work

Article 4, Section 2 (Att. 1-A, p. 4), has been amended to provide that an employee who has successfully completed at least five years of county service and who retires at the end of a

³ The COLA percentages are based on the Fiscal Note (Att. 5).

month in which the last regularly scheduled work day is observed as a holiday is eligible for holiday pay for that day, assuming the employee is in a pay status on the preceding day.

5. Changes to conform to existing practice

The CBA includes changes to reflect how the previous CBA was administered—specifically in reference to vacation leave, sick leave, and holidays.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the Fiscal Note (Att. 5) and is summarized in the table below.

	2014
Increase over previous year	\$179,558
Cumulative increase over 2013	\$179,558

CONSISTENCY WITH LABOR POLICIES

The proposed CBA appears to be consistent with the County’s labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Att. 4: Transmittal letter)

INVITED

1. David Levin, Labor Negotiator, Office of Labor Relations
2. Matt House, Public Sector Coordinator, International Brotherhood of Teamsters, Local 117

ATTACHMENTS

1. Proposed Ordinance 2014-0086
Att. A (Collective Bargaining Agreement)
2. Checklist and Summary of Changes
3. Contract Consistency with Adopted Labor Policies
4. Transmittal letter
5. Fiscal Note

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 20, 2014

Ordinance

Proposed No. 2014-0086.1

Sponsors

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

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and International Brotherhood of Teamsters Local 117 representing
10 employees in the prosecuting attorney’s office and attached hereto is hereby approved
11 and adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 January 1, 2014, through and including December 31, 2014.

14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement

AGREEMENT BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117

(Representing employees of the PROSECUTING ATTORNEY)

and

KING COUNTY (Economic Issues)

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1 All employees covered by this Agreement shall, on the thirtieth (30th) day following
2 employment, become and remain members in good standing in the Union or pay an agency fee to the
3 Union for their representation to the extent permitted by law; provided, however, that nothing in this
4 section shall require an employee to join said Union who can substantiate, in accordance with the
5 law, bona fide religious tenets or teachings which prohibit the payment of dues or initiation fees to
6 the union organizations. Such employee shall pay an amount of money equivalent to regular union
7 dues and initiation fee; said amounts shall be paid to a non-religious charity mutually agreed upon by
8 the employee affected and the Union to which such employee would otherwise pay the dues and
9 initiation fee. The employee shall furnish proof to the Union each month that such payment has been
10 made. If the employee and the Union do not reach agreement on such matter, the Public Employment
11 Relations Commission (PERC) shall designate the charitable organization.

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

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

27 **ARTICLE 3: RIGHTS OF MANAGEMENT**

28 The management of the PAO and the direction of the work force is vested exclusively with

1 the Prosecuting Attorney subject to the terms of this Agreement. All matters not specifically and
2 expressly covered or treated by the language of this Agreement may be administered for its duration
3 by the Prosecuting Attorney in accordance with such policy or procedures as the Prosecuting
4 Attorney from time to time may determine; provided, that the Prosecuting Attorney will fulfill any
5 statutory obligation to bargain.

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

11 The parties agree that the County has the right to implement a common biweekly payroll
12 system that will standardize pay practices and Fair Labor Standards Act (FLSA) work weeks. The
13 parties agree that application provisions in the collective bargaining agreement (CBA) may be re-
14 opened at any time during the life of this agreement by the County for the purpose of negotiating
15 these standardized pay practices, to the extent required by law.

16 **ARTICLE 4: HOLIDAYS**

17 *Section 1. Designated Holidays.* Benefit eligible employees shall be granted the following
18 holidays with pay:

19	New Year's Day	January 1st
20	Martin Luther King Jr.'s Birthday	Third Monday in January
21	Presidents' Day	Third Monday in February
22	Memorial Day	Last Monday in May
23	Independence Day	July 4th
24	Labor Day	First Monday in September
25	Veterans' Day	November 11th
26	Thanksgiving Day	Fourth Thursday in November
27	Day after Thanksgiving	
28	Christmas Day	December 25th

1 and any days declared by the president or governor as a legal holiday, and as approved by the
2 Council.

3 **Section 2. Eligibility Requirement.** An eligible employee must be in a pay status on the
4 employee's scheduled working days prior to and immediately after a holiday in order to receive
5 holiday pay. An employee who leaves County employment the day prior to the holiday will not
6 receive holiday pay. However, an employee who has successfully completed at least five (5) years of
7 County service and who retires at the end of a month in which the last regularly scheduled working
8 day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the
9 day before the day observed as a holiday.

10 **Section 3. Prorated And Alternate Work Schedule Holiday Accrual.** Holiday benefits for
11 full-time and, part-time employees will be established based upon the ratio of hours to the
12 employee's regularly scheduled work day (not including overtime). For example: If a part-time
13 employee normally works four (4) hours per day in a unit that normally works seven (7) hours per
14 day, then the part-time employee would be granted four-sevenths of the holiday benefit allowed a
15 full-time staff member. FLSA non-exempt employees on flex or alternative work schedules shall be
16 allowed to adjust their schedules during a holiday week so as to be eligible for the holiday pay.
17 Employees on alternative work schedules/flextime (working nine days in ten) who take holiday time
18 off in excess of the seven (7) hours a holiday provides (or pro-rated portion of seven (7) hours for
19 part-time employees) shall make up the difference by working or, using accrued vacation time or
20 compensatory time.

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

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

27 **Section 6. Personal Holidays.** Each eligible employee shall receive two (2) additional
28 personal holidays to be administered through the vacation plan. One day will be credited in the pay-

1 period that includes the first of October, and the second day will be credited in the pay-period that
2 includes the first of November of each calendar year. These days can be used in the same manner as
3 any vacation day earned.

4 **ARTICLE 5: VACATIONS**

5 *Section 1. Vacation Accrual.* Benefit eligible employees shall receive vacation benefits as
6 indicated in the following table:

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

27 Vacation leave shall be accrued at an hourly rate by dividing the annual number of days of
28 vacation listed in the table above by the number of regularly scheduled hours in a year for a full-time

1 regular schedule (based on a 35-hour-per-week schedule).

2 **Section 2. Prorated Accrual for Part-Time Employees.** Vacation accrual, including
3 maximum vacation accrual, for part-time employees will be prorated based on the employee's
4 regularly scheduled work day, (not including overtime). For example: If a part-time employee
5 normally works four (4) hours per day in a unit that normally works seven (7) hours per day, then the
6 part-time regular employee would be granted four-sevenths of the vacation benefit allowed a full-
7 time staff member with an equivalent number of years service.

8 **Section 3. Vacation Carryover and Forfeiture.** Employees may carry over a maximum of 60
9 days vacation (420 hours for full-time employees) from one calendar year to the next. Part-time
10 employees maximum vacation leave carry over shall be prorated to reflect his or her normally
11 scheduled work day. Employees must use vacation leave in excess of the maximum accrual amount
12 on or before the last day of the pay period that includes December 31 of each year.

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

15 **Section 5. Vacation Cashout.** Upon termination for any reason, eligible employees will be
16 paid for unused vacation credits up to maximum allowable accumulated vacation; (e.g., no more than
17 60 days, 420 hours for full-time employees). Part-time employees will be paid for unused vacation
18 credits prorated to reflect his or her normally schedule work day.

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

21 **Section 7.** All payments under Sections 5 and 6 shall be based on the employee's base rate of
22 pay at the time of termination or separation.

23 **ARTICLE 6: SICK LEAVE**

24 **Section 1. Accrual.** Benefit eligible employees shall accrue sick leave benefits at the rate of
25 0.04616 hours for each hour in pay status, exclusive of overtime, up to a maximum of eight (8) hours
26 per month. The employee is not entitled to sick leave if not previously earned. There shall be no
27 limit to the hours of sick leave benefits accrued by an employee.

28 **Section 2. Use of Vacation In Lieu of Sick Leave.** Employees eligible to accrue vacation

1 leave may use any accrued days of vacation leave as an extension of sick leave. If an employee does
2 not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must
3 be reimbursed to the County upon termination. This section does not apply to an employee who uses
4 accrued vacation leave for a qualifying event under the Washington Family Care Act.

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

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

11 **Section 5. Sick Leave Administration.** PAO management is responsible for the proper
12 administration of the sick leave benefit.

13 **Section 6. Forfeiture Upon Separation.** Separation from or termination of County
14 employment, except by reason of retirement, layoff or separation for non disciplinary medical
15 reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in
16 good standing, be separated for non disciplinary reasons or be laid off and return to the County within
17 two (2) years, accrued sick leave shall be restored.

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

22 **Section 8. Federal and State Law.** To the extent that any federal or Washington State law
23 requires more extensive benefits for use of paid leave for family care, the Union and County agree
24 that state law shall prevail.

25 **ARTICLE 7: LEAVES OF ABSENCE**

26 ***Section 1. Bereavement Leave***

27 **(a) Eligibility For Immediate Family.** Benefit eligible employees shall be entitled
28 to five (5) working days of bereavement leave per occurrence due to death of members of their

1 immediate family. For purposes of this section, "immediate family" shall be construed to mean
2 persons related to an employee by blood or marriage or legal adoption as follows: grandmother,
3 grandfather, mother, father, spouse or domestic partner, son, daughter, brother, sister, son-in-law,
4 daughter-in-law, mother-in-law, father-in-law, grandchild, domestic partner's children, domestic
5 partner's parent, spouse's children and any persons for whose financial or physical care the employee
6 is principally responsible.

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

10 **(c) Prorated Bereavement Leave For Part Time Employees.** Bereavement
11 benefits for part-time employees will be established based upon the ratio of hours the employee is
12 regularly schedule to work (not including overtime). For example, see Article 4, Section 3.

13 **Section 2. Shared Leave.** See PAO's working conditions contract.

14 **Section 3. Jury Duty.** Any employee eligible for leave benefits who is ordered on a jury
15 shall be entitled to his or her regular County pay; provided, that fees for such jury duty are deposited,
16 exclusive of mileage, with the Finance Division of the Department of Executive Services.
17 Employees shall report back to their work supervisor when dismissed from jury service.

18 **Section 4. Military Leave.** The Prosecuting Attorney or his designee shall grant, for a period
19 not exceeding twenty-one (21) consecutive calendar days during each year beginning October 1st and
20 ending September 30th, paid leaves of absence to regular employees for the purpose of taking part in
21 active military training duty as provided by state law, RCW 38.40.060; provided, that a request for
22 such leave shall be submitted in writing by the employee and accompanied by a validated copy of
23 military orders ordering such active training duty. The Prosecuting Attorney shall abide by
24 applicable state and federal law in granting any unpaid military leave of absence for a period in
25 excess of twenty-one (21) consecutive calendar days. Employees on military leave are entitled to an
26 extension of benefits as set forth in KCC 3.12.262.

27 **Section 5. Organ Donor Leave.**

28 1. The Prosecuting Attorney shall allow benefit eligible employees who are

1 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
2 bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave
3 without having such leave charged to family leave, sick leave, vacation leave or leave of absence
4 without pay; provided that the employee shall:

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

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

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

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

18 **Section 7. Family Care.** Eligible employees may take protected family leave under the
19 PAO's Family and Medical Leave policy, Washington Family Leave Act and Washington Family
20 Care Act.

21 **ARTICLE 8: WAGE RATES**

22 **Section 1. Wage Classifications and Ranges.** Wage rates shall be in accordance with the job
23 classifications and wage ranges in Addendum "A." The ranges in Addendum A are on the King
24 County Squared Table.

25 **Section 2. Cost of Living Adjustments (COLA).** The COLA effective January 1, 2014 is
26 1.67%.

27 **Section 3. Shift Differential.** Shift differentials for employees in the listed classifications
28 shall be as follows:

1 Employees in such classifications who have not less than four (4) hours of their regular work
2 shift falling between the hours of 4:30 p.m. and 7:30 a.m., shall receive compensation in addition to
3 their base rate of pay for all scheduled hours worked during such shift at the rate of fifty five cents
4 (55¢) per hour; provided, that said additional compensation shall not apply to periods of paid absence
5 such as holidays, vacation or sick leave, and overtime pay.

6 **Section 4. Western Conference of Teamsters Pension Trust.** The Employer agrees to
7 continue to pay into the Western Conference of Teamsters Pension Trust (WCTPT) twenty five cents
8 (25¢) per compensated hour on behalf of each bargaining unit member who completes or has
9 completed two (2) or more years of service in the PAO. The PAO will continue to deduct twenty five
10 cents (\$0.25) per hour from the wages of each eligible employee and pay that money into the
11 WCTPT for the employee's first two years of qualifying employment with the PAO. If state or
12 federal law requires the PAO to deduct from or make payments with respect to the contributions
13 required hereunder, such contributions shall be reduced accordingly. To this end, the parties agree to
14 execute such documents effectuating this undertaking as may be necessary to give force and effect to
15 the PAO's agreement herein.

16 **ARTICLE 9: OVERTIME**

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

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

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

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

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

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

13 **ARTICLE 11: MISCELLANEOUS**

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

17 **Section 2. Bus Pass.** Eligible employees, as determined by their respective employment
18 status, shall receive transit passes in accord with KCC 3.12.188.

19 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

26 **Section 1. Definition**

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

1 **Section 2. Procedure**

2 **Step One** - A grievance shall be presented verbally or in writing by the aggrieved
3 employee, and a representative if the employee so desires, within twenty-one (21) calendar days of
4 becoming aware of such grievance, to his/her supervisor or designee. That person shall gather all
5 relevant facts and shall attempt to resolve the matter and notify the employee within twenty-one (21)
6 calendar days. If a grievance is not pursued to the next higher level within twenty-one (21) calendar
7 days, it shall be presumed resolved.

8 **Step Two** - If, after thorough discussion with the Human Resources Director of the
9 PAO, the grievance has not been satisfactorily resolved, the employee and representative(s) shall
10 reduce the grievance to writing and present it to the Director of the Office of Labor
11 Relations/designee. The Director/ designee shall schedule a meeting within twenty-one (21) calendar
12 days to discuss the matter with the PAO, the employee and representative of the Union. If the
13 grievance is not resolved at this step, the Union may request mediation or arbitration of the grievance
14 within forty-two (42) calendar days of completion of Step Two of the grievance process. The request
15 for mediation or arbitration must be made in writing to the Director/designee.

16 **Mediation** - The County and the Union will have forty-two (42) calendar days from
17 the mediation request date to schedule a mediation date. The County and the Union shall mutually
18 agree upon a mediator. Any resolution reached in mediation shall be binding on the parties and,
19 unless specifically agreed otherwise, not form a precedent for similar issues. If the resolution is not
20 reached in mediation, issues may be referred to arbitration, if it concerns the proper application or
21 interpretation of the Agreement. The County and the Union shall each bear the cost of its own
22 presentation and shall bear equally the fees and cost of the mediator. The Union will have forty-two
23 (42) calendar days from the conclusion of mediation to make a written request for arbitration to the
24 Director of the Office of Labor Relations/designee.

25 **Step Three** - The Union may request arbitration within forty-two (42) calendar days
26 of the conclusion of Step Two and must specify the exact question which it wishes arbitrated. In the
27 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from
28 a panel of seven (7) arbitrators furnished by the American Arbitration Association (AAA). The

1 arbitrator will be selected from the list by both the County representative and the Union, each
2 alternately striking a name from the list until only one name remains. The arbitrator, under voluntary
3 labor arbitration rules of the AAA, shall be asked to render a decision promptly and the decision of
4 the arbitrator shall be final and binding on both parties.

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

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

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

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

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

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

21 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

22 The Employer or the Union shall not unlawfully discriminate against any individual with
23 respect to wages or directly wage related matters because of race, color, religion, national origin, age,
24 sex, marital status, sexual orientation or identity, or disability.

25 **ARTICLE 14: SAVINGS CLAUSE**

26 Should any part hereof or any provision herein contained be rendered or declared invalid by
27 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
28 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the

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

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

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

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

17 **ARTICLE 17: INTRACOUNTY TRANSFER**

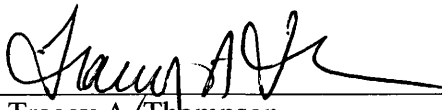
18 An employee of the County who transfers to the PAO subsequent to commencement of work
19 with the County shall, for purposes of computing employee benefits set forth in KCC 3.12 (i.e.,
20 holidays, vacations, sick leave, family care or death, leave of absence without pay, training, time off
21 for examinations, military leave of absence, retirement and unemployment compensation), be entitled
22 to benefits in accordance with his/her starting date of employment with the County and not for the
23 time he/she began in the PAO. (For parallel provision, see Prosecuting Attorney Agreement,
24 Article 17.)

1 **ARTICLE 18: DURATION**

2 This Agreement and each of its provisions shall become effective when adopted by ordinance,
3 unless a different effective date is specified, and covers the period January 1, 2014 through
4 December 31, 2014.

5
6
7 APPROVED this 11 day of FEBRUARY, 2014.

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9
10
11 By: 
12 King County Executive

13
14
15
16
17 
18 Tracey A. Thompson
19 Secretary-Treasurer
20 Teamsters Local 117

2 **ADDENDUM A**
 3 **SALARY SCHEDULE**

4 Job Class Code	5 PeopleSoft Job Code	6 Classification Title	7 Pay Range*
6230100	623401	Child Interviewer Specialist	49
4203100	423102	Legal Administrative Specialist I	34
4203200	423202	Legal Administrative Specialist II	38
4203300	423302	Legal Administrative Specialist III	44
4203400	423401	Legal Administrative Specialist III - Records Lead	46
4204100	424101	Legal Secretary	44
6216200	623501	MDOP and ITA Advocate	50
6214100	623102	Paralegal	49
6216100	623302	Victim Advocate	48
4410100	422401	Word Processing Operator	42
8 * For rates, please refer to the King County Squared Salary Table			

17 **Salary Step Key:**

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 **Wage Step Provisions:**

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

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

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



King County

Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Brotherhood of Teamsters Local 117 (Prosecuting Attorney's Office)
Labor Negotiator
Robert Railton

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Consistency</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. Most terms and conditions of the collective bargaining agreement are continued without modification from the prior agreement. The contract language has been updated to reflect how it has been historically administered including language related to vacation leave, sick leave, and holidays.
2. In 2014, employees shall be eligible to receive a cost-of-living adjustment of 1.67% which is based on 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).
3. Standardized the grievance timelines from working days to calendar days.
4. Added the code provision to pay holiday pay when an employee who retires at the end of a month in which the last working day is observed as a holiday, provided the employee is in pay status the day before the observed holiday.
5.
6.

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Contract Consistency with Adopted Labor Policies

Contract: International Brotherhood of Teamsters Local 117
(Prosecuting Attorney's Office) [155]

County Department(s):	Prosecuting Attorney's Office
Term of Contract:	January 1, 2014, through December 31, 2014
County Negotiator:	Robert Railton

Labor Policy	Is Contract Consistent with Adopted Labor Policies? If not, please explain.
Contract Consolidation	Yes
Diversity	Yes
Project Labor Agreements	N/A
Performance Evaluations	N/A
Continuous Improvement	N/A
Labor-Management Committees	N/A
Labor-Management Partnerships	N/A
Mediation	Yes
Binding Interest Arbitration	Yes
Interest-based Bargaining	Yes
Timeliness of Negotiations	Yes
Compensation	Yes
Overtime	Yes
Benefits	Yes
Reduction-in-Force	N/A
Contracting Out of Work	N/A
Use of Temporary and Part-time Employees	Yes
Civilian Oversight of Sheriff's Office	N/A
Sheriff's Office Implementation of Report Recommendations	N/A
Legislative Branch Employees and Officials	N/A

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February 4, 2014

The Honorable Larry Phillips
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Phillips:

This letter transmits an ordinance that will enable King County to provide fair wages, hours, and working conditions to employees who provide essential internal and external customer services on behalf of the Prosecuting Attorney's Office.

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Prosecuting Attorney's Office) collective bargaining agreement for the period of January 1, 2014, through December 31, 2014. This agreement covers 199 employees in the Prosecuting Attorney's Office. Bargaining unit employees support the Prosecuting Attorney's Office and the Deputies in carrying out the mission of the office each day. Victim Advocates provide support and safety planning to crime victims and assist them with getting Orders for Protection. The Paralegals coordinate witnesses and victims coming to court each day, provide trial support, case management, document preparation, and explanation of the legal system to lay people. Some Legal Administrative Specialists provide records management oversight, assist with paperwork associated with criminal charging documents, and assist victims in getting restitution. Other Legal Administrative Specialist classifications are receptionists and perform other general clerical duties. Bargaining unit employees in the Civil Division assist Deputies with case management, court filings, document preparation, calendaring, and general clerical support on caseloads.

This agreement furthers the goals of the County's Strategic Plan as it contains improvements in efficiency, accountability, and productivity for the County by incorporating language that is standard with other County contracts. For example, there were changes to language related to vacation leave, sick leave, and holidays to comport with how they have been historically administered in the Prosecuting Attorney's Office, and to comply with moving to a common payroll system.

The Honorable Larry Phillips

February 4, 2014

Page 2

There are no changes to the wage schedule and the cost-of-living adjustment (COLA) for 2014 is 1.67% which was derived from a COLA formula previously agreed to in the memorandum of agreement negotiated with the Union Coalition regarding zero COLA for 2011 and follows the standard County settlement agreed to with other labor organizations.

The settlement reached is a product of good faith collective bargaining between King County and the Union and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation supports the valued services the bargaining unit employees provide to the Prosecuting Attorney's Office and the people it serves.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Michael Woywod, Chief of Staff
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Director, Policy and Strategic Initiatives, King County
 Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Brotherhood of Teamsters Local 117 (Prosecuting Attorney's Office)		
Effective Date:	1/1/2014-12/31/2014		
Affected Agency and/or Agencies:	PAO		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004	
Department Sign Off:	Mark Buening, Finance Manager, PAO	Phone: 477-1210	
Note Reviewed by: Supplemental Required?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Doug Palmer, Budget Analyst	Phone: 263-9711

EXPENDITURES FROM:						
Fund Title	Fund Code	Department	2014			
CX	10	PAO	\$ 176,378			
MIDD	1135	PAO	\$ 3,180			
TOTAL: Increase FM previous year			\$ 179,558			
TOTAL: Cumulative			\$ 179,558			

EXPENDITURE BY CATEGORIES:							
Expense Type	Dept Code	Department	2013 Base	2014			
Salaries		PAO	\$ 9,116,305	\$ 152,242			
OT			\$ 84,410	\$ 1,410			
PERS & FICA			\$ 1,551,240	\$ 25,906			
Total			\$ 10,751,955				
TOTAL: Increase FM previous year				\$ 179,558			
TOTAL: Cumulative				\$ 179,558			

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period(s):	
2. Wage Adjustments & Effective Dates:	
COLA:	95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (1.67%).
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS/FICA:	Payroll taxes assumed to be 16.86%.
Overtime:	Based on 2012 actuals.
4. Other Cost Factors:	
	Bargaining unit due to receive 2014 COLA as part of previous contract (Addendum B).