

November 13, 1998
15500198
Clerk 11/16/98, 11/30/98

Introduced By: Larry Phillips
Kent Pullen
Proposed No.: 98-702

ORDINANCE NO. **13341**

1
2 AN ORDINANCE approving and adopting the Collective
3 Bargaining Agreement and two Memoranda of Understanding
4 negotiated by and between King County and International
5 Brotherhood of Teamsters, Local 117, representing employees
6 in the Office of the Prosecuting Attorney; and establishing the
7 effective date of said Agreement, and declaring an emergency.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The Collective Bargaining Agreement and the two Memoranda of
10 Understanding negotiated between King County and the International Brotherhood of
11 Teamsters, Local 117, representing employees in the Office of the Prosecuting Attorney and
12 attached hereto is hereby approved and adopted by this reference made a part hereof.

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SECTION 2. Terms and conditions of said agreement and Memoranda of Understanding shall be effective from July 1, 1998, through and including December 31, 2001.

SECTION 3. The county council finds as a fact and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.

INTRODUCED AND READ for the first time this 23rd day of November, 1998.

PASSED by a vote of 12 to 0 this 30th day of November, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

June Ho
Clerk of the Council

APPROVED this 2 day of December, 1998

Donald Aris
King County Executive

Attachments: Collective Bargaining Agreement

Two Memoranda of Understanding

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

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MEMORANDUM OF UNDERSTANDING (TWO)

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AGREEMENT BETWEEN

13341

TEAMSTERS, LOCAL 117

(Representing employees of the PROSECUTING ATTORNEY)

and

KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County and Teamsters, Local 117 representing employees in the Prosecutors 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.

[For parallel provision, see "agreement Between Teamsters, Local 117 (Representing employees of the Prosecuting Attorney) and King County Prosecuting Attorney" (hereinafter "Prosecuting Attorney Agreement at page 1.)

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and the 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 wages and directly wage related employment matters. Non wage related matters are covered in a separate but parallel Agreement between The King County Prosecutor and the Union. It is expressly understood by the parties that both Agreements are to be construed together. [For parallel provision, see Prosecuting Attorney Agreement, Article I]

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Temporary employees, as defined in the King County Code section 3.12.010(A)(48) (except that such employees shall be provided benefits in accordance with said rules), except undergraduate work study student employees not assigned to the administrative staff of the Prosecuting Attorney's front office will be covered by this agreement.

All employees covered by this Agreement who are probationary shall, on the thirtieth day following employment, become and remain members in good standing in the Union as hereafter set forth.

Section 2.

Indemnification. The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof. [For parallel provision, see Prosecuting Attorney Agreement, Article II.]

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.

7 The right to define and implement a new payroll system, including but not limited to a
8 biweekly payroll system, is vested exclusively in King County. The parties recognize King County's
9 exclusive right to make the changes necessary to implement such payroll system. The changes shall
10 only be implemented in conjunction with the implementation of same changes for other King County
11 bargaining units and employees. [For parallel provision, see Prosecuting Attorney Agreement,
12 Article III.]

1 **ARTICLE 4: HOLIDAYS**

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

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

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

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

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

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

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

23 *Section 2.* Each eligible employee shall receive two (2) additional personal holidays to be
24 administered through the vacation plan. Both days shall be credited on January 1 of each calendar
25 year. These days can be used in the same manner as any vacation day earned.

26 *Section 3.* Holiday benefits for full-time regular and, covered part-time regular employees
27 will be established based upon the ratio of hours actually worked (less overtime) to a standard work
28 year. For example:

1 If a part-time regular employee normally works four hours per day in a department that
2 normally works seven hours per day, then the part-time regular employee would be granted four-
3 sevenths of the holiday benefit allowed a full-time regular staff member.

4 **Section 4.** An eligible employee must be in a pay status on either of the employee's scheduled
5 working days prior to or immediately after a holiday in order to receive holiday pay. [For parallel
6 provision, see Prosecuting Attorney Agreement, Article IV.]

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1 **ARTICLE 5: VACATIONS**

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

<i>Full Years Service</i>	<i>Annual Leave in Days</i>
<i>Upon hire through end of Year 3</i>	<i>12 days</i>
<i>Upon beginning of Year 4</i>	<i>15 days</i>
<i>Upon beginning of Year 8</i>	<i>16 days</i>
<i>Upon beginning of Year 11</i>	<i>20 days</i>
<i>Upon beginning of Year 13</i>	<i>21 days</i>
<i>Upon beginning of Year 18</i>	<i>22 days</i>
<i>Upon beginning of Year 19</i>	<i>23 days</i>
<i>Upon beginning of Year 20</i>	<i>24 days</i>
<i>Upon beginning of Year 21</i>	<i>25 days</i>
<i>Upon beginning of Year 22</i>	<i>26 days</i>
<i>Upon beginning of Year 23</i>	<i>27 days</i>
<i>Upon beginning of Year 24</i>	<i>28 days</i>
<i>Upon beginning of Year 25</i>	<i>29 days</i>
<i>Upon beginning of Year 26</i>	<i>30 days</i>

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18 Employees may accrue a maximum of 60 days vacation. However, if employees are allowed
19 to accrue in excess of 60 days, employees shall forfeit the excess accrual prior to December 31st of
20 each year.

21 For purposes of this section, one (1) day of vacation pay shall be computed as 1/261 of the
22 employee's annual salary in effect at the time of vacation or upon termination, and for Payroll
23 purposes, a year shall be considered to contain 1827 hours. (Thereby, annual salary divided by 1827
24 will result in the hourly rate for purposes of this section.)

25 *Section 2.* Vacation benefits for part-time regular employees will be established based upon
26 the ratio of hours actually worked (less overtime) to a standard work year. For example:

27 If a part-time regular employee normally works four hours per day in a department that
28 normally works eight hours per day, then the part-time regular employee would be granted four-

1 eighths of the vacation benefit allowed a full-time regular staff member with an equivalent number of
2 years service.

3 **Section 3.** No person shall be permitted to work for compensation for the County in any
4 capacity during the time when vacation benefits are being drawn.

5 **Section 4.** Upon termination for any reason, the eligible employees will be paid for unused
6 vacation credits up to maximum allowable accumulated vacation; provided however, employees who
7 are hired on or after January 1, 1986, who are eligible for participation in the Public Employees'
8 Retirement System Plan I, shall not be compensated for more than four hundred twenty (420) hours
9 of accrued vacation at the time of retirement. For employees hired on or after January 1, 1986,
10 vacation hours accrued in excess of four hundred twenty (420) hours must be used prior to the
11 employee's date of retirement or such excess hours shall be lost.

12 **Section 5.** Temporary employees will not be granted vacation benefits.

13 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall be made
14 to the employee's estate, or in applicable cases, as provided by RCW, Title 11. [For parallel
15 provision, see Prosecuting Attorney Agreement, Article V.]

ARTICLE 6: SICK LEAVE**Section 1. General Provisions**

(a) Every eligible employee shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

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

(c) Department management is responsible for the proper administration of the sick leave benefit.

(d) Separation from county employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the county within two years, accrued sick leave shall be restored.

(e) County employees who have at least five years county service and who retire as a result of length of service or who terminate by reason of death shall be paid an amount equal to thirty-five percent of their unused, accumulated sick leave. All payments shall be based on the employee's base rate.

(f) Employees injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the net regular pay of the employee.

Sick leave benefits for part-time regular employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example, see Article 4, Section 3.

Section 2. Bereavement Leave

(a) Eligible employees shall be entitled to three working days of bereavement leave a year due to death of members of their immediate family. For purposes of this section, "immediate family" shall be construed to mean persons related to an employee by blood or marriage or legal adoption as follows: grandmother, grandfather, mother, father, spouse or domestic partner, son, daughter, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, domestic

1 partner's children, domestic partner's parent, spouse's children and any persons for whose financial
2 or physical care the employee is principally responsible.

3 (b) Full-time regular employees who have exhausted their bereavement leave shall be
4 entitled to use sick leave in the amount of three days for each instance when death occurs to a
5 member of the employee's immediate family.

6 (c) Bereavement benefits for part-time regular employees will be established based
7 upon the ratio of hours actually worked (less overtime) to a standard work year. For example, see
8 Article 4, Section 3.

9 *Section 3. Family Care*

10 (a) Eligible employees shall be entitled to use their accumulated sick leave when such
11 employee is required to care for immediate family members who are seriously ill. Up to one day of
12 accumulated sick leave may be used by a full-time regular or part-time regular employee for the
13 purpose of being present at the birth of his child. [For parallel provision, see Prosecuting Attorney
14 Agreement, Article VI.]

1 ARTICLE 7: OTHER LEAVES OF ABSENCE

2 **Section 1. Parental Leave.**

3 a. Eligible employees may take up to 18 work weeks of parental leave during any 12-
4 month period to care for a newborn child or adopted child of the employee under the age of 6 at the time
5 of placement for adoption. Leave must be completed within 12 months after the birth or placement for
6 adoption, as applicable. Parental leave may be taken on a reduced schedule subject to the approval of
7 the employer.

8 **Section 2. Family Leave.**

9 Any eligible employee may take up to 18 work weeks of family leave during any 12-month
10 period to care for a member of the employee's "immediate family" who has a serious medical condition
11 which requires the employee's presence. As used in this section, "immediate family" is defined as
12 persons related to an employee by blood or legal adoption and includes the following: grandmother,
13 grandfather, mother, father, husband, wife, son, daughter, brother, sister, any persons for whose
14 financial or physical care the employee is principally responsible, and domestic partners, as defined
15 in King County Ordinance No. 10695, Section 1(A)(14), as now or hereafter amended. Family Leave
16 may be taken on a reduced schedule subject to the approval of the employer.

17 **Section 3. Length of Parental and Family Leave.** The maximum leave period an employee
18 may take for either or both Parental Leave or Family Leave shall not exceed 18 weeks in any 24 month
19 period.

20 **Section 4. Insurance Premiums During Leave.** The Employer will maintain its contribution
21 for health benefits for an employee during any period of Parental Leave or Family Leave. Employees
22 are otherwise responsible for paying any insurance premiums during unpaid leaves of absence.

23 **Section 5. Leave to Care for Terminally Ill Child.**

24 a. In addition to and separate from any Family Leave under section 6, above, an eligible
25 employee may take up to 18 work weeks of leave to care for his or her child under 18 years old who has
26 a terminal health condition. An employee is entitled to such leave only once for any given child.

27 b. For purposes of this section, "terminal health condition" means a condition caused by
28 injury, disease, or illness, that, within reasonable medical judgment, is incurable and will produce death

1 within the period of leave to which the employee is entitled. [For parallel provision, see Prosecuting
2 Attorney Agreement, Article VI.]

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1 **ARTICLE 8: WAGE RATES**

2 *Section 1.* Wage rates for covered full-time regular and covered part-time regular employees
3 shall be in accordance with the job classifications in Addendum "A",

4 *Section 2.* Wage rates for covered work study employees shall be in accordance with
5 Addendum "B", to be determined from year to year.

6 *Section 3.*

7 (a) Effective January 1, 1999, the Wage Rates in effect on December 31, 1998 will be
8 increased by an amount equal to ninety percent (90%) of the September 1997 - September 1998 U.S.
9 All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two
10 percent (2%) and a maximum increase of six percent (6%).

11 (b) Effective January 1, 2000, the Wage Rates in effect on December 31, 1999 will be
12 increased by an amount equal to ninety percent (90%) of the September 1998 - September 1999 U.S.
13 All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two
14 percent (2%) and a maximum increase of six percent (6%).

15 (c) Effective January 1, 2001, the Wage Rates in effect on December 31, 2000 will be
16 increased by an amount equal to ninety percent (90%) of the September 1999 - September 2000 U.S.
17 All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two
18 percent (2%) and a maximum increase of six percent (6%).

19 *Section 4.* Shift differentials for full-time regular employees in the listed classification shall
20 be as follows:

21 Full-time regular and part-time regular employees in such classifications who have not less
22 than four (4) hours of their regular work shift falling between the hours of 4:30 p.m. and 7:30 a.m.,
23 shall receive compensation in addition to their base rate of pay for all scheduled hours worked during
24 such shift at the rate of 55¢; provided, that said additional compensation shall not apply to periods of
25 paid absence such as holidays, vacation or sick leave, and overtime pay. Premium pay shall be
26 computed from the regular rate of pay established for such positions.

27 *Section 5.* The parties agree that OHRM will conduct a classification review of those
28 positions performing records and filing duties currently allocated to the classification of Legal

1 Administrative Specialist III at the time of the ratification of this Agreement. This classification
2 review will be conducted in conjunction with the PAO and Union. This classification review will be
3 conducted within twelve months of the ratification of this Agreement. In the event this classification
4 review warrants the establishment of a higher pay rate and if necessary a separate classification for
5 the positions performing the records and filing duties, the parties agree to negotiate an appropriate
6 higher pay rate and effective date of any negotiated pay adjustments.

7 *Section 6.* Effective 1 April 1994, the employer agrees to pay into the Pacific Coast Benefits
8 Trust 25¢ per compensated hour thereafter on behalf of each employee who completes or has
9 completed two or more years of service with the employer. If state or federal law requires the
10 employer to deduct from or make payments with respect to the contributions required hereunder, such
11 contributions shall be reduced accordingly. To this end, the parties agree to execute such documents
12 effectuating this undertaking as may be necessary to give force and effect to the employer's
13 agreement herein. [For parallel provision, see Prosecuting Attorney Agreement, Article IX.]

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1 ARTICLE 9: OVERTIME

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

5 *Section 2.* If any provision of this article conflicts with minimum standards established by
6 RCW 49.46 as amended, then that provision shall be automatically amended to provide the minimum
7 standards. [For parallel provision, see Prosecuting Attorney Agreement, Article X.]

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1 ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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

5 *Section 2.* There shall be established a Joint Labor Management Insurance Committee
6 comprised of an equal number of representatives from the Employer and the Labor Union Coalition
7 whose function shall be to review, study and make recommendations relative to existing medical,
8 dental and life insurance programs. The Employer and the Union shall implement any changes in
9 employee insurance benefits which result from any agreement of the Joint Labor Management
10 Insurance Committee.

11 *Section 3.* The employer will maintain its contribution for health benefits for an employee up
12 to a four month period of maternity leave, or approved medical leave, and up to 18 weeks for family
13 leave. [For parallel provision, see Prosecuting Attorney Agreement, Article XII.]

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1 ARTICLE 11: MISCELLANEOUS

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

5 *Section 2.* Eligible employees, as determined by their respective employment status, shall
6 receive transit passes in accord with the King County Ordinance No. 12933. [For parallel
7 provision, see Prosecuting Attorney Agreement, Article XIV.]

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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 employee,
13 and a representative if the employee so desires, within fifteen working days of becoming aware of
14 such grievance, to their supervisor or designee. That person shall gather all relevant facts and shall
15 attempt to resolve the matter and notify the employee within fifteen working days. If a grievance is
16 not pursued to the next higher level within fifteen working days, it shall be presumed resolved.

17 *Step Two* -- If, after thorough discussion with the Director of Administration of the
18 Prosecuting Attorney's Office, the grievance has not been satisfactorily resolved, the employee and
19 representative shall reduce the grievance to writing and present it to the Director of the Office of
20 Human Resources Management (OHRM). The Director of OHRM shall schedule a meeting within
21 fifteen days to discuss the matter with the Director of Administration of the Prosecuting Attorney's
22 Office, the employee and representative of the Union.

23 *Step Three* -- The Union may request arbitration within 30 calendar days of the conclusion of
24 Step Two and must specify the exact question which it wishes arbitrated. In the event that the parties
25 are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven
26 arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from
27 the list by both the County representative and the Union, each alternately striking a name from the list
28 until only one name remains. The arbitrator, under voluntary labor arbitration rules of the

1 Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be
2 final and binding on both parties.

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

6 The Arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
7 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
8 behalf.

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

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

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

14 **Section 3.** The Union shall not be required to press employee grievances if in the Union's
15 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any
16 grievance, including hearings and final decision of any arbitrator, the Union shall be the exclusive
17 representative of the employee. [For parallel provision, see Prosecuting Attorney Agreement, Article
18 XV.]

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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. [For parallel provision,
5 see Prosecuting Attorney Agreement, Article XVII.]
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1 ARTICLE 14: SAVINGS CLAUSE

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions 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. [For parallel provision, see Prosecuting Attorney Agreement, Article XVIII.]

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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. [For parallel provision,
8 see Prosecuting Attorney Agreement, Article XX.]

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1 ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION

2 An employee assigned to work outside of classification shall, upon completion of thirty-five
3 (35) consecutive work hours of such assignment, be paid at a rate which is five percent (5%) over the
4 salary received prior to the assignment, for all time spent while so assigned, provided that the above
5 provisions shall not apply to such assignment when same are due to vacation coverage. [For parallel
6 provision, see Prosecuting Attorney Agreement, Article XXI.]

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1 ARTICLE 17: INTRACOUNTY TRANSFER


2 An employee of King County who transfers to the Prosecuting Attorney's office subsequent to
3 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 and 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 XXIII.]

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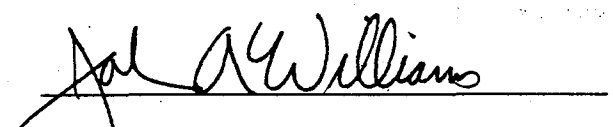
1 ARTICLE 18: DURATION

2 This Agreement and each of its provisions shall become effective July 1, 1998, and shall
3 continue in full force and effect until June 30, 2001. [For parallel provision, see Prosecuting Attorney
4 Agreement, Article XXV.]

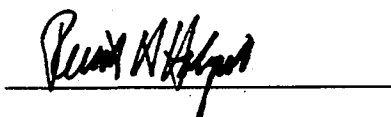
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7 APPROVED this 7th day of October, 1998.
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14 _____
15 Ron Sims

16 King County Executive

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20 _____
21 John A. Williams
22 Secretary-Treasurer
23 Teamsters, Local 117

24 Approved as to Form:

25
26 
27 _____
28 RICHARD H. HOLMQUIST
Chief Civil Deputy

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ADDENDUM A

13341

July 1, 1998

SALARY SCHEDULE

<u>CLASSIFICATIONS COVERED</u>	<u>RANGE</u>
Victim Advocate	41
Legal Administrative Specialist I	27
Legal Administrative Specialist II	30
Legal Administrative Specialist III	33
Paralegal	41
Legal Secretary	37

Salary Schedule: See attached

Salary Step Key:

Entry	= Step entry
Three Month Probationary	= Step 1
First Anniversary	= Step 2
Second Anniversary	= Step 3
Third Anniversary	= Step 4
Fourth Anniversary	= Step 5
Fifth Anniversary	= Step 6
Sixth Anniversary	= Step 7
Seventh Anniversary	= Step 8
Eighth Anniversary	= Step 9
Ninth Anniversary	= Step 10
Tenth Anniversary	= Step 11

1 Provisions:

2 Employee begins at entry. Prior experience directly related to the job will be considered for
3 entry at higher level.

4 Seniority increases in steps will occur on the next anniversary date (date of hire or date of
5 reclassification or date of promotion) and will not be retroactive.

6 Subsequent increases may be awarded for increased job responsibility, lead worker status (as
7 defined in the Career Service Guidelines and administered by the Prosecutor or his designee), and
8 reclassification of position.

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ADDENDUM B

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2 **Section 1:** Effective January 1, 1996, undergraduate work study student employees not
3 assigned to the administrative staff of the Prosecuting Attorney's office shall
4 receive wages which, as a minimum, are seven dollars seventy cents (\$7.70) per hour.

5 Undergraduate work study student employees may receive more than the minimum hourly wages,
6 provided that the signatory parties to this contract agree in writing.

7 Commencing January 1, 1997, should the wage rates set forth in the full-time agreement be
8 increased at some point or points in the future, then for each full 3.5% incremental increase to the
9 full-time wages in effect as of the date of this agreement, the wage rates set forth in Section 1 above
10 shall be increased by twenty-five cents (25¢). The effective date of such increase shall be the
11 beginning of the year in which the cumulative 3.5% increment is attained.

12 **Section 2:** It shall be a condition of employment that all undergraduate work study student
13 employees not assigned to the administrative staff of the Prosecuting Attorney's front office shall pay
14 to the union a service fee in the amount of 1.32% of regular gross pay (not overtime) for all hours of
15 employment. Said service fee shall be deducted and remitted to the Local Union each payday. This
16 service fee shall be paid in lieu of the membership provisions required of regular County employees.

17 **Section 3:** Should a part-time or temporary employee become a full-time regular employee,
18 he/she shall comply with the union recognition and membership provisions of this collective
19 bargaining agreement.

20 **Section 4:** Payroll Deduction - Upon receipt of written authorization individually signed by a
21 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
22 of service fee as certified by the Secretary-Treasurer of the signatory organization and shall transmit
23 the same to the Secretary-Treasurer of the signatory organization.

Memorandum of Understanding

13341

Between

International Brotherhood of Teamsters, Local 117
(Representing employees of the Prosecuting Attorney)

And

King County

Regarding Six Month Extension of Collective Bargaining Agreement

Teamsters, Local 117, represented by John Williams, and King County, represented by Jim Johnson, bargained the Collective Bargaining Agreement for the employees of the Prosecuting Attorney, which expires on June 30, 2001; and

The Prosecuting Attorney desired to extend the expiration date of said Agreement for six months; and therefore,

The parties agreed to the following:

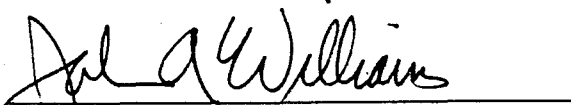
- 1. The Collective Bargaining Agreement expires June 30, 2001.
- 2. This Memorandum of Understanding extends the expiration of the Collective Bargaining Agreement to December 31, 2001.

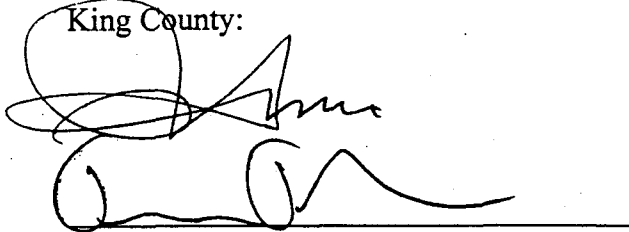
3. This Understanding constitutes the full and final agreement between the parties regarding the expiration of the Collective Bargaining Agreement. There are no other or further agreements which modify or amplify the terms of this understanding.

APPROVED this 7th day of October, 1998.

Teamsters, Local 117

King County:





John A. Williams

Jim Johnson

Secretary-Treasurer

Negotiator

13341

Memorandum of Understanding

Between

International Brotherhood of Teamsters, Local 117
(Representing employees of the Prosecuting Attorney)

And

King County

Regarding Wages of Certain Individuals

Teamsters, Local 117, represented by John Williams, and King County, represented by Jim Johnson, bargained the Collective Bargaining Agreement for the employees of the Prosecuting Attorney, which expires on June 30, 2001; and

The Addendum A to the Collective Bargaining Agreement references the new classifications and the wage ranges for the classifications; and

Six individuals in the Prosecuting Attorney's Office are within the new classifications, but have been paid at a higher range, and therefore

The parties agreed to the following:

1. The salary ranges of the six individuals will not be reduced in accordance with the new classification;

2. The parties agree that the salary ranges of the six individuals will increase as set forth below:

Quinn Kuhnausen	from range 44 to range 46
Maria Catalina Murphy	from range 40 to range 41
Betty Serfoss	from range 39 to range 41
Amy Vires	from range 35 to range 37
Lemuel Odums	from range 33 to range 35
Linda O'Boyle	from range 20 to range 27

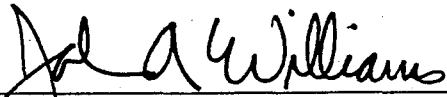
13341

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2 3. This Understanding constitutes the full and final agreement between the parties regarding
3 the salaries of the above captioned employees. There are no other or further agreements which
4 modify or amplify the terms of this understanding.
5

6
7 APPROVED this 8 day of October, 1998.
8

9 Teamsters, Local 117

King County:

10
11 
12 _____

13 John A. Williams
14 Secretary-Treasurer



Jim Johnson
Negotiator

