



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 21, 2002

Ordinance 14364

Proposed No. 2002-0184.1

Sponsors Constantine and Phillips

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.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The collective bargaining agreement negotiated between King

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County and Teamsters Local 117 representing employees in the prosecuting attorney's

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office and attached hereto is hereby approved and adopted by this reference made a part

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hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2002, through and including December 31, 2004.
16


Ordinance 14364 was introduced on 4/22/2002 and passed by the Metropolitan King
County Council on 5/20/2002, by the following vote:

Yes: 11 - Ms. Sullivan, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr.
Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Mr. Irons and
Ms. Patterson
No: 0
Excused: 2 - Ms. Edmonds and Ms. Hague

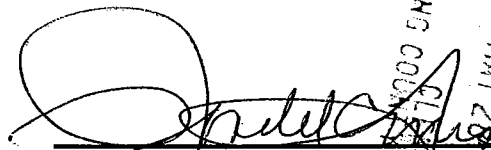
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 24 day of May, 2002.


Ron Sims, County Executive

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2002 MAY 28 PM 12:13
KING COUNTY COUNCIL

Attachments A. Agreement between International Brotherhood of Teamsters, Local 117
 (Representing Employees of the Prosecuting Attorney) and King County, B.
 Addendum C. King County Prosecuting Attorney's Office Family, Medical, Parental
 Leave Policy, C. International Brotherhood of Teamsters, Local 117 2002 Salary
 Schedule

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

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ARTICLE 1. PURPOSE..... 1

ARTICLE 2. UNION RECOGNITION AND MEMBERSHIP.....2

ARTICLE 3. RIGHTS OF MANAGEMENT3

ARTICLE 4. HOLIDAYS4

ARTICLE 5. VACATIONS6

ARTICLE 6. SICK LEAVE8

ARTICLE 7. FAMILY CARE LEAVES OF ABSENCE 10

ARTICLE 8. WAGE RATES..... 11

ARTICLE 9. OVERTIME..... 13

ARTICLE 10. MEDICAL, DENTAL & LIFE INSURANCE 14

ARTICLE 11. MISCELLANEOUS 15

ARTICLE 12. GRIEVANCE PROCEDURE..... 16

ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY..... 18

ARTICLE 14. SAVINGS CLAUSE..... 19

ARTICLE 15. WAIVER CLAUSE.....20

ARTICLE 16. WORK OUTSIDE OF CLASSIFICATION21

ARTICLE 17. INTRACOUNTY TRANSFER22

ARTICLE 18. DURATION.....23

ADDENDUM A SALARY SCHEDULE.....24

ADDENDUM B26

ADDENDUM C PROSECUTING ATTORNEY’S OFFICE FAMILY/MEDICAL/PARENTAL
LEAVE POLICY.....

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

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

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

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

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

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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 1st
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 4th
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

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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: If a part-time regular employee normally works four hours per day in a

1 department that normally works seven hours per day, then the part-time regular employee would be
2 granted four- sevenths of the holiday benefit allowed a full-time regular staff member. Employees on
3 flex or alternative work schedules shall be allowed to adjust their schedules during a holiday week so
4 as to be eligible for the holiday pay. Employees on alternative work schedules/flexitime (working
5 nine days in ten) who take holiday time off in excess of the seven hours a holiday provides (or pro-
6 rated portion of seven hours for part-time employees) shall make up the difference using accrued
7 vacation time or compensatory time.

8 **Section 4.** An eligible employee must be in a pay status on either of the employee's scheduled
9 working days prior to or immediately after a holiday in order to receive holiday pay. An employee
10 who leaves County employment the day prior to the holiday will not receive holiday pay. [For
11 parallel 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</i> 2	<i>12 days</i>
<i>Upon beginning of Year</i> 3	<i>13 days</i>
<i>Upon beginning of Year</i> 4	<i>15 days</i>
<i>Upon beginning of Year</i> 6	<i>16 days</i>
<i>Upon beginning of Year</i> 7	<i>17 days</i>
<i>Upon beginning of Year</i> 9	<i>18 days</i>
<i>Upon beginning of Year</i> 11	<i>20 days</i>
<i>Upon beginning of Year</i> 13	<i>21 days</i>
<i>Upon beginning of Year</i> 18	<i>22 days</i>
<i>Upon beginning of Year</i> 19	<i>23 days</i>
<i>Upon beginning of Year</i> 20	<i>24 days</i>
<i>Upon beginning of Year</i> 21	<i>25 days</i>
<i>Upon beginning of Year</i> 22	<i>26 days</i>
<i>Upon beginning of Year</i> 23	<i>27 days</i>
<i>Upon beginning of Year</i> 24	<i>28 days</i>
<i>Upon beginning of Year</i> 25	<i>29 days</i>
<i>Upon beginning of Year</i> 26	<i>30 days</i>

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

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

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

1 time regular employee normally works four hours per day in a department that normally works eight
2 hours per day, then the part-time regular employee would be granted four-eighths of the vacation
3 benefit allowed a full-time regular staff member with an equivalent number of years service.

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

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

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

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. [For parallel
16 provision, see Prosecuting Attorney Agreement, Article V.]

1 **ARTICLE 6: SICK LEAVE**

2 ***Section 1. General Provisions***

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

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

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

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

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

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

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

23 ***Section 2. Bereavement Leave***

24 (a) Eligible employees shall be entitled to five working days of bereavement leave per
25 occurrence due to death of members of their immediate family. For purposes of this section,
26 "immediate family" shall be construed to mean persons related to an employee by blood or marriage
27 or legal adoption as follows: grandmother, grandfather, mother, father, spouse or domestic partner,
28 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/her child. [For parallel provision, see Prosecuting
14 Attorney Agreement, Article VI.]

1 **ARTICLE 7: FAMILY CARE LEAVES OF ABSENCE**

2 Employees are entitled to all benefits provided by the King County Prosecuting Attorney's
3 Office Family/Medical/Parental Leave Policy (Addendum C). [For parallel provision, see
4 Prosecuting Attorney Agreement, Article VIII.]

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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, 2002, the Wage Rates in effect on December 31, 2001 will be
8 increased by an amount equal to ninety percent (90%) of the September 2000 - September 2001 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, 2003, the Wage Rates in effect on December 31, 2002 will be
12 increased by an amount equal to ninety percent (90%) of the September 2001 - September 2002 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, 2004, the Wage Rates in effect on December 31, 2003 will be
16 increased by an amount equal to ninety percent (90%) of the September 2002 - September 2003 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.** Effective 1 April 1994, the employer agrees to pay into the Pacific Coast Benefits
28 Trust 25¢ per compensated hour thereafter on behalf of each employee who completes or has

1 completed two or more years of service with the employer. If state or federal law requires the
2 employer to deduct from or make payments with respect to the contributions required hereunder, such
3 contributions shall be reduced accordingly. To this end, the parties agree to execute such documents
4 effectuating this undertaking as may be necessary to give force and effect to the employer's
5 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 2.

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 provision,
7 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 Manager of Human
20 Resources Division, Department of Executive Services. The Manager of Human Resources Division,
21 Department of Executive Services shall schedule a meeting within fifteen days to discuss the matter
22 with the Director of Administration of the Prosecuting Attorney's Office, the employee and
23 representative of the Union.

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

1 until only one name remains. The arbitrator, under voluntary labor arbitration rules of the
2 Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be
3 final and binding on both parties.

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

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

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

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

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

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

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 in writing to work outside of classification shall, upon completion of
3 thirty-five (35) consecutive work hours of such assignment, be paid at a rate which is five percent
4 (5%) over the salary received prior to the assignment, for all time spent while so assigned. [For
5 parallel 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 when ratified by the parties,
3 unless a different effective date is specified, and covers the period January 1, 2002 through December
4 31, 2004. [For parallel provision, see Prosecuting Attorney Agreement, Article XXV.]

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6 APPROVED this _____ day of _____, 2002

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10 By _____
11 King County Executive

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14 _____
15 John A. Williams
16 Secretary-Treasurer
17 Teamsters, Local 117

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20 Approved as to Form:

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22 _____
23 Daniel T. Satterberg, Chief of Staff

1 **ADDENDUM A**

2 **January 1, 2002**

3 **SALARY SCHEDULE**

4

5 CLASSIFICATIONS COVERED	RANGE
6 Victim Advocate	41
7 Legal Administrative Specialist I	27
8 Legal Administrative Specialist II	30
9 Legal Administrative Specialist III	35
10 Paralegal	41
11 Legal Secretary	37

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14 Salary Schedule: See attached

15 Salary Step Key:

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Entry	= 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

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1 **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 shall automatically advance to the next salary
4 step on their anniversary date. The step increase is effective on the first or sixteenth day of the
5 month, whichever is closest to the date of hire.

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

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

ADDENDUM B

1
2 **Section 1:** Effective January 1, 2002, undergraduate work study student employees not
3 assigned to the administrative staff of the Prosecuting Attorney's office shall receive wages which, as
4 a minimum, are eight dollars and twenty-five cents (\$8.25) per hour. Undergraduate work study
5 student employees may receive more than the minimum hourly wages, provided that the signatory
6 parties to this contract agree in writing.

7 Commencing January 1, 2003, 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.

**KING COUNTY PROSECUTING ATTORNEY'S OFFICE
FAMILY/MEDICAL/PARENTAL LEAVE POLICY**

I. ELIGIBILITY

Regular employees of the Prosecuting Attorney's Office (PAO) are eligible for up to 18 weeks of Family, Medical and/or Parental leave. Employees are entitled to a total of 18¹ workweeks of leave during any 12 month period (measured forward from the date when the employee's first FMLA leave begins) for one or more of the following:

1. the birth of a child and in order to care for such child;
2. the placement of a child under age 6 with the employee for adoption (Parental leave must be used within 12 months of the birth or placement with the adoptive parent. Parental leave may be taken on a reduced schedule subject to the approval of the employer.)
3. care for an immediate family member who has a serious medical condition which requires the employee's presence. Immediate family member shall be construed to mean persons related to an employee by blood or legal adoption as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister, any persons for whose financial or physical care the employee is principally responsible, and domestic partners.
4. serious health condition of the employee which requires inpatient care or ongoing treatment.

II. REDUCED SCHEDULE

Family and/or Medical Leave may be taken on a reduced schedule. A reduced schedule for parental leaves of absence are subject to the approval of the PAO.

III. USE OF PAID LEAVE

Employees may use *accrued* sick leave, compensatory and vacation leave towards Family, Medical and/or Parental Leave of Absence. The remainder of the leave of absence will be without pay. Employees may not borrow unaccrued vacation or sick leave for leaves of absence.

Employees must deplete their own sick leave, compensatory and vacation accruals before using any shared leave donations.

IV. MAINTENANCE OF HEALTH BENEFITS

¹ Employees who have worked 1250 hours over the previous 12 months are eligible for 12 weeks of FMLA under the Federal FMLA Act of 1993 for some situations. (Please refer to sheet entitled "Your rights under the Family and Medical Leave Act of 1993"). The PAO FML policy allows for an additional 6 weeks and also allows for leave in some instances that are not covered by the Federal Act.

The PAO will maintain medical, dental and vision premiums for up to 18 weeks in a 12 month period as defined above. Subsequent to use of all paid leave, employees on unpaid status who would like to maintain their life insurance, accidental death & dismemberment insurance and long term disability coverage must self pay the entire cost of this coverage. Employees will receive information from the Office of Human Resource Management (OHRM) regarding continuing this coverage. All benefits are restored when an employee returns from leave.

In some instances, the PAO may recover premiums that it has paid to maintain health coverage for an employee who fails to return to work from Family and/or Parental leave.

V. EMPLOYEE NOTICE

Whenever possible, employees seeking to use FMLA and/or PAO FML must make such requests in writing at least 30 days in advance. We would appreciate as much advance notice as possible. Otherwise, notice must be provided as soon as practicable (i.e. medical emergencies, premature births). Employees must complete the following forms:

1. *Leave Request- Family and Medical Leave (FMLA) and PAO Family and Medical Leave* form. The original copy should be submitted to the Personnel Office and a copy forwarded to the Chief Deputy and/or Supervisor of their work unit.
2. *FMLA/PAO FML Medical Certification* form to be completed by the attending physician and returned by the employee or doctor to the personnel office within 15 days of the request. Employees who are pregnant and requesting a family leave of absence do not need to submit this form. All other requests require medical certification.

The employee will receive written notification of leave status from the Personnel Office.

VII. CERTIFICATION REQUIREMENTS

The PAO may require medical certification (see Section V, #2 above) supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

If requested, the supporting document must state the date on which the health condition began and its probable duration. The Prosecuting Attorney's Office may require that an employee who requests family and/or medical leave obtain, at the Prosecuting Attorney's Office expense, the opinion of a second health care provider regarding any of the information required in the medical certification. If the health care providers disagree on any factor which is determinative of the employee's eligibility for family/medical leave, the two health care providers will select a third health care provider, obtained at the expense of the Prosecuting Attorney's Office. The opinion of the third health care provider will be conclusive.

VIII. EXTENSION OF LEAVES

The King County Prosecuting Attorney's Office will not grant extensions to Family and Parental Leaves of Absence beyond the 18 weeks except under extraordinary circumstances. Employees wanting an extension of their leave must submit requests in writing to the Personnel Office.

The following, among other things, will be taken into consideration: the health of the mother and/or child; the seriousness of the health condition; accrued leave beyond the 18 weeks; seniority; impact on the department and/or work group.

IX. LEAVE TO CARE FOR TERMINALLY ILL CHILD

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

For purposes of this section, "terminal health condition" means a condition caused by injury, disease, or illness, that, within reasonable medical judgment, is incurable and will produce death within the period of leave to which the employee is entitled.

Sections V (Employee Notice) and VII (Medical Certification) are applicable to this Section.

X. JOB STATUS

An employee who utilizes leave under the FMLA and/or PAO FML policy is entitled, upon return from leave or during any period of reduced leave, subject to layoff provisions, to:

- The same position the employee held when the leave began, or a position with equivalent status.
- Equivalent benefits, pay, and other terms and conditions of employment.

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 117
(Representing employees of the PROSECUTING ATTORNEY)**

2002 Salary Schedule

Range 27

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	24,159.86	25,308.82	25,912.48	26,531.32	27,164.36	27,814.30	28,480.56	29,163.90	29,862.80	30,580.52	31,315.13
S-Monthly	1,006.66	1,054.53	1,079.69	1,105.47	1,131.85	1,158.93	1,186.69	1,215.16	1,244.28	1,274.19	1,304.80
Hourly	13.2752	13.9066	14.2383	14.5783	14.9261	15.2833	15.6493	16.0248	16.4089	16.8032	17.2069

Range 30

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	25,926.88	27,164.36	27,814.30	28,480.56	29,163.90	29,862.80	30,580.52	31,315.13	32,068.75	32,841.00	33,633.02
S-Monthly	1,080.29	1,131.85	1,158.93	1,186.69	1,215.16	1,244.28	1,274.19	1,304.80	1,336.20	1,368.38	1,401.38
Hourly	14.2462	14.9261	15.2833	15.6493	16.0248	16.4089	16.8032	17.2069	17.6210	18.0453	18.4805

Range 33

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	27,830.04	29,163.90	29,862.80	30,580.52	31,315.13	32,068.75	32,841.00	33,633.02	34,444.44	35,276.59	36,129.09
S-Monthly	1,159.59	1,215.16	1,244.28	1,274.19	1,304.80	1,336.20	1,368.38	1,401.38	1,435.18	1,469.86	1,505.38
Hourly	15.2919	16.0248	16.4089	16.8032	17.2069	17.6210	18.0453	18.4805	18.9263	19.3836	19.8520

Range 35

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	29,180.80	30,580.52	31,315.13	32,068.75	32,841.00	33,633.02	34,444.44	35,276.59	36,129.09	37,003.49	37,898.23
S-Monthly	1,215.87	1,274.19	1,304.80	1,336.20	1,368.38	1,401.38	1,435.18	1,469.86	1,505.38	1,541.81	1,579.09
Hourly	16.0341	16.8032	17.2069	17.6210	18.0453	18.4805	18.9263	19.3836	19.8520	20.3325	20.8241

Range 37

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	30,597.03	32,068.75	32,841.00	33,633.02	34,444.44	35,276.59	36,129.09	37,003.49	37,898.23	38,817.17	39,757.42
S-Monthly	1,274.88	1,336.20	1,368.38	1,401.38	1,435.18	1,469.86	1,505.38	1,541.81	1,579.09	1,617.38	1,656.56
Hourly	16.8123	17.6210	18.0453	18.4805	18.9263	19.3836	19.8520	20.3325	20.8241	21.3291	21.8457

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 117
(Representing employees of the PROSECUTING ATTORNEY)**

2002 Salary Schedule

Range 39

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	32,088.53	33,633.02	34,444.44	35,276.59	36,129.09	37,003.49	37,898.23	38,817.17	39,757.42	40,722.83	41,711.08
S-Monthly	1,337.02	1,401.38	1,435.18	1,469.86	1,505.38	1,541.81	1,579.09	1,617.38	1,656.56	1,696.78	1,737.96
Hourly	17.6318	18.4805	18.9263	19.3836	19.8520	20.3325	20.8241	21.3291	21.8457	22.3762	22.9192

Range 41

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	33,652.42	35,276.59	36,129.09	37,003.49	37,898.23	38,817.17	39,757.42	40,722.83	41,711.08	42,725.06	43,763.42
S-Monthly	1,402.18	1,469.86	1,505.38	1,541.81	1,579.09	1,617.38	1,656.56	1,696.78	1,737.96	1,780.21	1,823.48
Hourly	18.4912	19.3836	19.8520	20.3325	20.8241	21.3291	21.8457	22.3762	22.9192	23.4763	24.0469

Range 42

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	34,464.79	36,129.09	37,003.49	37,898.23	38,817.17	39,757.42	40,722.83	41,711.08	42,725.06	43,763.42	44,828.48
S-Monthly	1,436.03	1,505.38	1,541.81	1,579.09	1,617.38	1,656.56	1,696.78	1,737.96	1,780.21	1,823.48	1,867.85
Hourly	18.9375	19.8520	20.3325	20.8241	21.3291	21.8457	22.3762	22.9192	23.4763	24.0469	24.6321

Range 44

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Annual	36,150.02	37,898.23	38,817.17	39,757.42	40,722.83	41,711.08	42,725.06	43,763.42	44,828.48	45,919.45	47,037.50
S-Monthly	1,506.25	1,579.09	1,617.38	1,656.56	1,696.78	1,737.96	1,780.21	1,823.48	1,867.85	1,913.31	1,959.90
Hourly	19.8635	20.8241	21.3291	21.8457	22.3762	22.9192	23.4763	24.0469	24.6321	25.2316	25.8459