



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 28, 2005**

**Ordinance 15144**

**Proposed No.** 2005-0101.1

**Sponsors** Hague 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 (Prosecuting Attorney's Office) representing  
5 employees in the prosecuting attorney's office; and  
6 establishing the effective date of said agreement.

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King  
11 County and International Brotherhood of Teamsters Local 117 (Prosecuting Attorney's  
12 Office) representing employees in the prosecuting attorney's office and attached hereto is  
13 hereby approved and adopted by this reference made a part hereof.

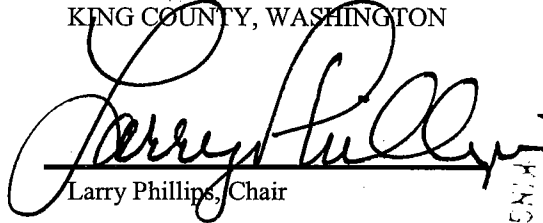
14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2005 through and including December 31, 2007.

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Ordinance 15144 was introduced on 3/7/2005 and passed by the Metropolitan King  
County Council on 3/28/2005, by the following vote:

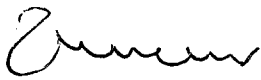
Yes: 12 - Mr. Phillips, Ms. Edmonds, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr.  
Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson  
and Mr. Constantine  
No: 0  
Excused: 1 - Mr. von Reichbauer

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



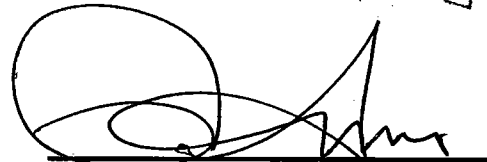
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 6 day of April, 2005.



Ron Sims, County Executive

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CLERK  
KING COUNTY COUNCIL

**Attachments**            A. Agreement Between International Brotherhood of Teamsters, Local 117  
(Representing Employees of the Prosecuting Attorney) and King County, B.  
Addendum B-King County Prosecuting Attorney's Office-Family/Medical/Parental  
Leave Policy

**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 MANAGEMENT.....3  
ARTICLE 4. HOLIDAYS.....4  
ARTICLE 5. VACATIONS .....6  
ARTICLE 6. SICK LEAVE.....8  
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 CLASSIFICATION..... 21  
ARTICLE 17. INTRACOUNTY TRANSFER ..... 22  
ARTICLE 18. DURATION ..... 23  
ADDENDUM A SALARY SCHEDULE..... 24  
ADDENDUM B PROSECUTING ATTORNEY’S OFFICE FAMILY/MEDICAL/PARENTAL  
LEAVE POLICY

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

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

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

15 **ARTICLE 1: PURPOSE**

16           The intent and purpose of this Agreement is to promote the continued improvement of the  
17 relationship between King County and the employees by providing a uniform basis for implementing  
18 the right of public employees to join organizations of their own choosing, and to be represented by  
19 such organizations in matters concerning their wages and directly wage related employment matters.  
20 Non wage related matters are covered in a separate but parallel Agreement between The King County  
21 Prosecutor and the Union. It is expressly understood by the parties that both Agreements are to be  
22 construed together. [For parallel provision, see Prosecuting Attorney Agreement, Article I]

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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 Addendum A (as more particularly described therein), and made a part hereof  
5 by this reference. It is understood and agreed that the terms and/or conditions of this Agreement  
6 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) and undergraduate  
9 work study administrative student interns.

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

16          **Section 2. Indemnification.** The Union will indemnify, defend and hold the County  
17 harmless against any claims made and against any suit instituted against the County on account of  
18 any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to  
19 it in error on account of the check-off provision upon presentation of proper evidence thereof. [For  
20 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:

3

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

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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/flextime (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  
9 scheduled working days prior to or immediately after a holiday in order to receive holiday pay. An  
10 employee who leaves County employment the day prior to the holiday will not receive holiday pay.

11 [For parallel provision, see Prosecuting Attorney Agreement, Article IV.]



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	12 days
<i>Upon beginning of Year</i>	3	13 days
<i>Upon beginning of Year</i>	4	15 days
<i>Upon beginning of Year</i>	6	16 days
<i>Upon beginning of Year</i>	7	17 days
<i>Upon beginning of Year</i>	9	18 days
<i>Upon beginning of Year</i>	11	20 days
<i>Upon beginning of Year</i>	13	21 days
<i>Upon beginning of Year</i>	18	22 days
<i>Upon beginning of Year</i>	19	23 days
<i>Upon beginning of Year</i>	20	24 days
<i>Upon beginning of Year</i>	21	25 days
<i>Upon beginning of Year</i>	22	26 days
<i>Upon beginning of Year</i>	23	27 days
<i>Upon beginning of Year</i>	24	28 days
<i>Upon beginning of Year</i>	25	29 days
<i>Upon beginning of Year</i>	26	30 days

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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; (i.e., no more than 60 days)  
8 provided however, employees who are hired on or after January 1, 1986, who are eligible for  
9 participation in the Public Employees' Retirement System Plan I, shall not be compensated for more  
10 than four hundred twenty (420) hours of accrued vacation at the time of retirement. For employees  
11 hired on or after January 1, 1986, vacation hours accrued in excess of four hundred twenty (420)  
12 hours must be used prior to the employee's date 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  
17 thirty-five percent of their unused, accumulated sick leave. All payments shall be based on the  
18 employee's 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  
25 per 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 B).

4 In accordance with RCW 49.12.270, employees entitled to accrue sick leave and vacation  
5 may use such leave to care for: (a) a child of the employee with a health condition that requires  
6 treatment or supervision, or (b) a spouse, parent, parent-in-law, or grandparent of the employee who  
7 has a serious health condition or an emergency condition.

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

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1 **ARTICLE 8: WAGE RATES**

2 **Section 1.** Effective January 1, 2005, wage rates for covered full-time regular and covered  
3 part-time regular employees shall be, in accordance with the job classifications and wage ranges in  
4 Addendum "A". The ranges in Addendum "A" are on the King County Squared Table. For purposes  
5 of placing employees' wages onto the Squared Table, an employee's wage will be placed at the range  
6 in accordance with Addendum "A" at the step nearest to but not less than the employee's existing  
7 wage rate.

8 **Section 2.**

9 (a) Effective January 1, 2005, the Wage Rates in effect on December 31, 2004 will be  
10 increased by an amount equal to ninety percent (90%) of the September 2003 - September 2004 U.S.  
11 All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two  
12 percent (2%) and a maximum increase of six percent (6%).

13 (b) Effective January 1, 2006, the Wage Rates in effect on December 31, 2005 will be  
14 increased by an amount equal to ninety percent (90%) of the September 2004 - September 2005 U.S.  
15 All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two  
16 percent (2%) and a maximum increase of six percent (6%).

17 (c) Effective January 1, 2007, the Wage Rates in effect on December 31, 2006 will be  
18 increased by an amount equal to ninety percent (90%) of the September 2005 - September 2006 U.S.  
19 All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase of two  
20 percent (2%) and a maximum increase of six percent (6%).

21 **Section 3.** Shift differentials for full-time regular employees in the listed classification shall  
22 be as follows:

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

1            **Section 4.** Effective 1 April 1994, the employer agrees to pay into the Pacific Coast Benefits  
2 Trust 25¢ per compensated hour thereafter on behalf of each employee who completes or has  
3 completed two or more years of service with the employer. If state or federal law requires the  
4 employer to deduct from or make payments with respect to the contributions required hereunder,  
5 such contributions shall be reduced accordingly. To this end, the parties agree to execute such  
6 documents effectuating this undertaking as may be necessary to give force and effect to the  
7 employer's agreement herein. [For parallel provision, see Prosecuting Attorney Agreement, Article  
8 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.]

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 Director of Human  
20 Resources Division, Department of Executive Services. The Director 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

1 list 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  
3 to commencement of work with King County shall, for purposes of computing employee benefits set  
4 forth in King County Code 3.12 (i.e., holidays, vacations, sick leave, family care 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, 2005 through December  
4 31, 2007. [For parallel provision, see Prosecuting Attorney Agreement, Article XXV.]

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6 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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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

**ADDENDUM A**  
**January 1, 2005**  
**SALARY SCHEDULE**

Class Code	Peoplesoft Code	MSA Code	CLASSIFICATIONS COVERED	RANGE*
6216100	623302	8495	Victim Advocate	48
4203100	423102	8392	Legal Administrative Specialist I	34
4203200	423202	8393	Legal Administrative Specialist II	38
4203300	423302	8394	Legal Administrative Specialist III	42
6214100	623102	8493	Paralegal	48
4204100	424101	8396	Legal Secretary	44
6230100	623401	8395	Child Interviewer	48

\* For rates, please refer to the King County Squared Salary Table

Salary Schedule: See attached  
Salary Step Key:

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

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

1 **Provisions:**

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

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

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

## Addendum B

Attachment B. 2005-0101  
15144

### 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 18<sup>1</sup> 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.

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<sup>1</sup> 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.

## **Addendum B**

Attachment B. 2005-0101  
15144

### **IV. MAINTENANCE OF HEALTH BENEFITS**

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 Human Resources Division of the Department of Executive Services 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

## **Addendum B**

Attachment B. 2005-0101  
15144

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.