



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 7, 2016**

**Ordinance 18252**

**Proposed No. 2016-0088.1**

**Sponsors Gossett**

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.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

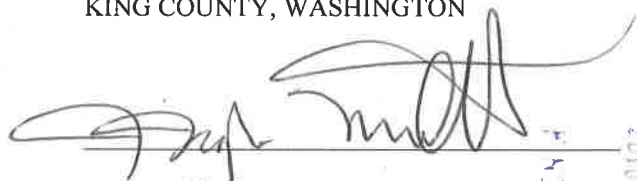
8 SECTION 1. The collective bargaining agreement negotiated by and between  
9 King County and International Brotherhood of Teamsters Local 117 (Prosecuting  
10 Attorney's Office) representing employees in the prosecuting attorney's office, which is  
11 Attachment A to this ordinance, is hereby approved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

13            SECTION 2. Terms and conditions of said agreement shall be effective from  
14 January 1, 2015, through and including December 31, 2016.  
15

Ordinance 18252 was introduced on 2/1/2016 and passed by the Metropolitan King  
County Council on 3/7/2016, by the following vote:


Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair


ATTEST:



\_\_\_\_\_  
Anne Noris, Clerk of the Council

RECEIVED  
2016 MAR 11 PM 3:59  
KING COUNTY COUNCIL  
CLERK

APPROVED this 21 day of March 2016.



\_\_\_\_\_  
Dow Constantine, County Executive

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

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

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

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (the County) and Teamsters Local 117 (the Union) representing employees in the Prosecuting Attorney's Office (PAO). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (the 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 the County.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the 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 (the Prosecuting Attorney) and the Union. It is expressly understood by the parties that both Agreements are to be construed together.

**ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

*Section 1. Recognition and Union Security.* The County recognizes the Union as the exclusive bargaining representative for wage and wage related matters (e.g., insured benefits and paid leaves) of those regular, probationary and term-limited temporary employees, as defined in King County Code (KCC) 3.12.010, whose job classifications are listed in wage Addendum A (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 short-term temporary employees, work study students and administrative student interns.

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

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

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

27 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

16 **ARTICLE 4: HOLIDAYS**

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

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

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

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

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

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

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

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

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

4 **ARTICLE 5: VACATIONS**

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

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

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



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

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

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

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

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

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

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

23 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

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

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

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

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

## 25 **ARTICLE 7: LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 21 **ARTICLE 8: WAGE RATES**

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

### 25 **Section 2. Cost of Living Adjustments (COLA).**

26                   1. Effective January 1, 2015 the wage rates listed under Addendum A will be  
 27 increased by a two percent (2%) cost-of-living adjustment.

28                   2. Effective January 1, 2016 the wage rates listed under Addendum A will be

1 increased by a two and one-quarter percent (2.25%) cost-of-living adjustment above the wage rates in  
2 effect in 2015.

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

5 Employees in such classifications who have not less than four (4) hours of their regular work  
6 shift falling between the hours of 4:30 p.m. and 7:30 a.m., shall receive compensation in addition to  
7 their base rate of pay for all scheduled hours worked during such shift at the rate of fifty five cents  
8 (55¢) per hour; provided, that said additional compensation shall not apply to periods of paid absence  
9 such as holidays, vacation or sick leave, and overtime pay.

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

20 **ARTICLE 9: OVERTIME**

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

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

28

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

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

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

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

17 **ARTICLE 11: MISCELLANEOUS**

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

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

23 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

28       Employees will be unimpeded and free from restraint, interference, coercion, discrimination

1 or reprisal in seeking adjudication of their grievance.

2 ***Section 1. Definition***

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

5 ***Section 2. Procedure***

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

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

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

1           **Step Three** - The Union may request arbitration within forty-two (42) calendar days  
2 of the conclusion of Step Two and must specify the exact question which it wishes arbitrated. In the  
3 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from  
4 a panel of seven (7) arbitrators furnished by the American Arbitration Association (AAA). The  
5 arbitrator will be selected from the list by both the County representative and the Union, each  
6 alternately striking a name from the list until only one name remains. The arbitrator, under voluntary  
7 labor arbitration rules of the AAA, shall be asked to render a decision promptly and the decision of  
8 the arbitrator shall be final and binding on both parties.

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

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

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

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

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

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

25 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

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



1 **ARTICLE 14: SAVINGS CLAUSE**

2       Should any part hereof or any provision herein contained be rendered or declared invalid by  
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and  
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full  
7 force and effect.

8 **ARTICLE 15: WAIVER CLAUSE**

9       The parties acknowledge that each has had the unlimited right within the law and the  
10 opportunity to make demands and proposals with respect to any wage or directly wage related matter  
11 deemed a proper subject for collective bargaining. The results of the exercise of that right and  
12 opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of  
13 this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any  
14 subject or matter not specifically referred to or covered by this Agreement.

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

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

21 **ARTICLE 17: INTRACOUNTY TRANSFER**

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

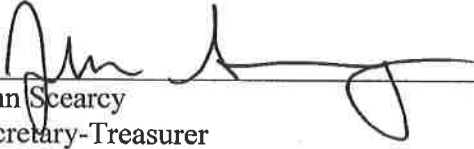
1 **ARTICLE 18: DURATION**

2 This Agreement and each of its provisions shall become effective when adopted by ordinance,  
3 unless a different effective date is specified, and covers the period January 1, 2015 through  
4 December 31, 2016.

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APPROVED this 11 day of JANUARY, ~~2015~~ <sup>2016</sup>.

By: Dow Covert  
King County Executive

  
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John Searcy  
Secretary-Treasurer  
Teamsters Local 117

1 cba Code: 155

Union Code: F4

**ADDENDUM A  
SALARY SCHEDULE**

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

**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 **Wage Step Provisions:**

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

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

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

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