

June 16, 1995  
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Introduced by LARRY PHILLIPS  
GREG NICKELS  
BRIAN DERDOWSKI

Proposed No. 95 - 467

ORDINANCE NO. 11894

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and Memorandum of Understanding negotiated by and between King County and Teamsters, Local 117, (representing employees in the Office of Prosecuting Attorney); and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Memorandum of Understanding negotiated between King County and Teamsters, Local 117, (representing employees in the office of the prosecuting attorney) and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of the Memorandum of Understanding shall be effective from January 1, 1995, through and including June 30, 1995.

SECTION 3. The Collective Bargaining Agreement negotiated between King County and Teamsters, Local 117, (representing employees in the office of the prosecuting attorney) and attached hereto is hereby approved and adopted and by this reference made a part hereof.

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1            SECTION 4. Terms and conditions of the Collective  
2 Bargaining Agreement shall be effective from July 1, 1995,  
3 through and including June 30, 1998.

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5            INTRODUCED AND READ for the first time this 30<sup>th</sup> day of

6 June, 1995.

7 PASSED by a vote of 13 to 0 this 17<sup>th</sup> day of

8 July, 1995.

9  
10            KING COUNTY COUNCIL  
11            KING COUNTY, WASHINGTON

12  
13            Kent Pullen  
14            Chair

15 ATTEST:

16  
17            Gerald A. Peterson  
18            Clerk of the Council

19 APPROVED this 28<sup>th</sup> day of July, 1995.

20  
21            Charles R. Earl, Deputy  
22            For King County Executive

23  
24 Attachment:  
25            Collective Bargaining Agreement  
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**AGREEMENT BETWEEN  
TEAMSTERS, LOCAL 117  
(Representing employees of the PROSECUTING ATTORNEY)  
and  
KING COUNTY**

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

These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County and Teamsters, Local 117 representing employees in the Prosecutors Office. This Agreement shall be subject to approval by Ordinance by the King County Council.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and the employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their wages and directly wage related employment matters. Non wage related matters are covered in a separate but parallel Agreement between The King County Prosecutor and the Union. It is expressly understood by the parties that both Agreements are to be construed together.

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

- 8 (a) probationary -- employees shall serve a six month probation period except as may  
9 be extended by mutual consent of the affected employee and the parties hereto; or  
10 (b) limited-term, temporary or extra help, as defined in the Administrative Guidelines  
11 for the Career Service Employees (except that such employees shall be provided  
12 benefits in accordance with said rules), except undergraduate work study student  
13 employees not assigned to the administrative staff of the Prosecuting Attorney's  
14 front office will be covered by this agreement.

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

18 *Section 2.* It shall be a condition of employment that all regular, full-time or covered  
19 part-time employees excluding those described in Addendum B who are members of the Union  
20 on the effective date of this Agreement, shall remain members in good standing or tender such  
21 dues and initiation fees as are customarily paid by members to the Union, or in the case that  
22 Union membership by an employee violates bona fide religious tenets or teachings of a church of  
23 a religious body of which such employee is a member, such employee shall pay an amount of  
24 money equivalent to regular union dues and initiation fee to a non-religious charity, or to another  
25 charitable organization mutually agreed upon by the employee and the Union. The employee  
26 shall furnish written proof to the Union that such payments are made.

27 It shall also be a condition of employment that regular, full-time or covered part-time  
28 employees excluding those described in Addendum B covered by this Agreement and hired on or

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1 after its effective date shall, on the thirtieth day following such employment, become and remain  
2 members in good standing in the Union or tender such dues and initiation fees as are customarily  
3 paid by Union members to the Union, or to a non-religious charity or to another charitable  
4 organization mutually agreed upon by the employee and the Union. The employee shall furnish  
5 written proof to the Union that such payments are made.

6 *Section 3. Dues Deduction.* Upon receipt of written authorization individually signed  
7 by a bargaining unit employee, the County shall have deducted from the pay of such employee,  
8 the amount of dues as certified by the secretary of the Teamsters, Local 117 and shall transmit  
9 the same to the treasurer of the Union.

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

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**ARTICLE 3: RIGHTS OF MANAGEMENT**

The management of the Prosecuting Attorney's Office and the direction of the work force is vested exclusively in the Prosecuting Attorney's Office subject to the terms of this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Prosecuting Attorney in accordance with such policy or procedures as the Prosecuting Attorney from time to time may determine.

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1 ARTICLE 4: HOLIDAYS

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

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New Year's Day	January 1st
Martin Luther King'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 25th

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

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

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

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

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

20 *Section 2.* Each employee shall receive two (2) additional personal holidays to be  
21 administered through the vacation plan. One day shall be added to accrued vacation on the first  
22 of October and one the first of November of each year. These days can be used in the same  
23 manner as any vacation day earned.

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



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

*Section 4.* An employee must be in a pay status on either of the employee's scheduled working days prior to or immediately after a holiday in order to receive holiday pay.

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ARTICLE 5: VACATIONS

Section 1. Regular, full-time employees shall receive vacation benefits as indicated in the following table:

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
During the first year of continuous service		(70 hrs.) 10 days	
More than one (1) but less than three (3) years of continuous service	(5.833 hrs.) .822 days	(70 hrs.) 10 days	(140 hrs.) 20 days
More than three (3) but less than seven (7) years of continuous service	(8.75 hrs.) 1.25 days	(105 hrs.) 15 days	(210 hrs.) 30 days
More than seven (7) but less than twelve (12) years of continuous service	(9.62 hrs.) 1.37 days	(112 hrs.) 16 days	(224 hrs.) 32 days
Twelve (12) years of continuous service and over	(12.54 hrs.) 1.87 days	(147 hrs.) 21 days	(294 hrs.) 42 days

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

Section 2. The employer may at his/her discretion allow non-probationary employees to take vacation up to the allowable annual rate of accrual prior to it being accrued; however, employees who terminate for any reason and have used more vacation than they are entitled to, shall have the excess deducted from their final paycheck.

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

4           If a regular, part-time employee normally works four hours per day in a department that  
5 normally works eight hours per day, then the part-time employee would be granted four-eighths  
6 of the holiday benefit allowed a full-time staff member with an equivalent number of years  
7 service.

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

10          **Section 5.** Vacation may be used in one-half-hour increments.

11          **Section 6.** Upon termination for any reason, the employee will be paid for unused  
12 vacation credits up to maximum allowable accumulated vacation; provided however, employees  
13 who are hired on or after January 1, 1986, who are eligible for participation in the Public  
14 Employees' Retirement System Plan I, shall not be compensated for more than two hundred forty  
15 (240) hours of accrued vacation at the time of retirement. For employees hired on or after  
16 January 1, 1986, vacation hours accrued in excess of two hundred forty (240) hours must be used  
prior to the employee's date of retirement or such excess hours shall be lost.

17          **Section 7.** Extra-help employees will not be granted vacation benefits.

18          **Section 8.** No employee shall earn the equivalent of a month's vacation credit during a  
19 month when the employee is absent without pay more than the hours equivalent to three working  
20 days.

21          **Section 9.** In cases of separation by death, payment of unused vacation benefits shall be  
22 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

23          **Section 10.** Employees may continue to accrue additional vacation beyond the maximum  
24 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will  
be lost.

25          Employees shall forfeit the excess accrual prior to December 31st of each year.

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1 ARTICLE 6: SICK LEAVE

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3 *Section 1. General Provisions*

4 (a) Every employee in a regular full-time or covered part-time position, shall accrue sick  
5 leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of  
6 the employee's position; except that sick leave shall not begin to accrue until the first of the  
7 month following the month in which the employee commenced employment. The employee is  
8 not entitled to sick leave if not previously earned.

9 As an example of the above formula, an employee whose annual work schedule is 2080  
10 hours shall accrue sick leave monthly at the rate of .00384615 times 2080, or 8 hours per month.

11 (b) No employee shall earn sick leave credit during a month in which the employee is  
12 absent without pay more than the hours equivalent to three days.

13 (c) After the first six months of full-time service, a regular employee may, at the  
14 Employer's discretion, be permitted to use up to five days of vacation as an essential extension of  
15 used sick leave. If an employee does not work a full twelve months, any vacation credit used for  
16 sick leave must be reimbursed to the county upon termination.

17 (d) Sick leave may be used in one-half hour increments, at the discretion of the  
18 Employer.

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

20 (f) Department management is responsible for the proper administration of the sick leave  
21 benefit.

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

26 (h) Accrued sick leave may be used for absences due to temporary disability caused by  
27 pregnancy.

1 (i) Sick leave because of an employee's physical incapacity shall not be approved where  
2 the injury is directly traceable to employment other than with the county.

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

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

9 (l) Employees are eligible for payment on account of illness for the following reasons:

10 (1) Employee illness;

11 (2) Noncompensable injury of an employee (e.g., those injuries generally not  
12 eligible for worker's compensation payments);

13 (3) Employee disability due to pregnancy or childbirth;

14 (4) Employee exposure to contagious diseases and resulting quarantine;

15 (5) Employee keeping medical, dental, or optical appointments and reasonable  
16 travel time to and from such appointments.

17 (6) Up to three working days may be used for attending school functions or  
18 volunteering at a school attended by the employee's child.

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

22 ***Section 2. Bereavement Leave***

23 (a) Regular full-time employees shall be entitled to three working days of bereavement  
24 leave a year due to death of members of their immediate family. For purposes of this section,  
25 "immediate family" shall be construed to mean persons related to an employee by blood or  
26 marriage or legal adoption as follows: grandmother, grandfather, mother, father, spouse or  
27 domestic partner, son, daughter, brother, sister, and any persons for whose financial or physical  
28 care the employee is principally responsible.

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

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

7 **Section 3. Family Care**

8 (a) Regular full-time or covered part-time employees shall be entitled to use their  
9 accumulated sick leave in the maximum amount of three days for each instance when such  
10 employee is required to care for immediate family members who are seriously ill. Up to one day  
11 of accumulated sick leave may be used by a regular full-time or covered part-time employee for  
12 the purpose of being present at the birth of his child.

13 (b) In cases of family care or death where no sick leave benefit is authorized or exists, an  
14 employee may be granted leave without pay.

15 (c) In the application in any of the foregoing provisions, holidays or regular days off  
16 falling within the prescribed period of absence shall not be charged.

17 **Section 4. Exceptional Attendance Incentive Program**

18 (a) Employees who use 28 hours of sick leave or less per year, as reflected on the second  
19 paycheck in December, shall become eligible to convert accrued sick leave hours to vacation  
20 hours in the following calendar year pursuant to the following schedule:

Sick Leave Hours Used in a Calendar Year	Sick Leave Hours Accrued Which May Be Converted to Vacation Hours in the Following Year
14 or less	21
15 - 21	14
22 - 28	7

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Requests for such conversion of hours must be filed by the eligible employee with his/her supervisor in writing no later than January 15 of the year following achievement of eligibility.

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1 **ARTICLE 7: WAGE RATES**

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

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

7 *Section 3.*

8 (a) Effective January 1, 1996, the Wage Rates in effect on December 31, 1995 will be  
9 increased by an amount equal to ninety percent (90%) of the September 1994 - September 1995  
10 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase  
11 of two percent (2%) and a maximum increase of six percent (6%).

12 (b) Effective January 1, 1997, the Wage Rates in effect on December 31, 1996 will be  
13 increased by an amount equal to ninety percent (90%) of the September 1995 - September 1996  
14 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase  
15 of two percent (2%) and a maximum increase of six percent (6%).

16 (c) Effective January 1, 1998, the Wage Rates in effect on December 31, 1997 will be  
17 increased by an amount equal to ninety percent (90%) of the September 1996 - September 1997  
18 U.S. All Cities CPI (Urban Wage Earners and Clerical Wage Earners) with a minimum increase  
19 of two percent (2%) and a maximum increase of six percent (6%).

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

22 Full-time and part-time employees in such classifications who have not less than four (4)  
23 hours of their regular work shift falling between the hours of 4:30 p.m. and 7:30 a.m., shall  
24 receive compensation in addition to their regular rate of pay for all scheduled hours worked  
25 during such shift at the rate of 55¢; provided, that said additional compensation shall not apply to  
26 periods of paid absence such as holidays, vacation or sick leave, and overtime pay shall be  
27 computed from the regular rate of pay established for such positions.  
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1           **Section 5.** Effective 1 April 1994, the employer agrees to pay into the Pacific Coast  
2 Benefits Trust 25¢ per compensated hour thereafter on behalf of each employee who completes  
3 or has completed two or more years of service with the employer. If state or federal law requires  
4 the employer to deduct from or make payments with respect to the contributions required  
5 hereunder, such contributions shall be reduced accordingly. To this end, the parties agree to  
6 execute such documents effectuating this undertaking as may be necessary to give force and  
7 effect to the employer's agreement herein.

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*Teamsters 117, Prosecuting Attorney*  
*July 1, 1995 through June 30, 1998*  
*Page 15*

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ARTICLE 8: OVERTIME AND COMPENSATORY TIME

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

6           *Section 2.* A minimum of four (4) hours at overtime rate shall be allowed for each  
7 callout. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at  
8 overtime rates.

9           *Section 3.* All overtime shall be authorized in advance by the Prosecuting Attorney or his  
10 designee.

11           *Section 4.* If any provision of this article conflicts with minimum standards established  
12 by RCW 49.46, then that provision shall be automatically amended to provide the minimum  
13 standards.

14           *Section 5. Compensatory Time.* As an alternative to payment of overtime in accordance  
15 with Section 1 of this Article, compensatory time off may be granted with pay for work  
16 performed either on a previously authorized overtime/comp-time basis or for work performed on  
17 a holiday which is normally scheduled as a day off. Such compensatory time shall be granted on  
18 the basis of straight time for the eighth hour of a working day and on the basis of time and one-  
19 half for work on holidays or over eight hours of a working day. Granting of compensatory time  
20 shall be in accordance with the following procedures:

- 21           (a) No compensatory time shall be granted unless either the work in excess of  
22 normal hours was approved in writing by the supervisor in advance of the  
23 time worked or, in exceptional circumstances, the emergency work is  
24 reported and approved by the supervisor after being worked.  
25           (b) No compensatory time may be used without having first accrued it.  
26           (c) No more than one week of compensatory time may be accumulated in any  
27 six month period, and all compensatory time accrued must be used within  
28 six months unless accrual carry-over has been approved by the employer.

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- (d) Compensatory time use may be authorized for a period of not less than one half day and not more than five consecutive days.
- (e) Compensatory time is not subject to cash payment upon separation from employment.
- (f) Appropriate record-keeping, forms creation, and operating procedures for this compensatory time system will be promulgated by the employer, in a manner consistent with the provisions of this section 5.
- (g) Approved compensatory time shall be earned in fifteen (15) minute increments, with a minimum of fifteen (15) minutes being earned for any approved work beyond the normal work day.

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1 **ARTICLE 9: HOURS OF WORK**

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3 The standard work week shall be as determined by the separate but parallel Agreement  
4 between the King County Prosecuting Attorney's Office and the Union.

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1 **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**  
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3 *Section 1.* The County shall maintain the current level of benefits under its medical,  
4 dental, vision and life insurance programs during the life of this Agreement except as may be  
5 otherwise provided for in Section 3.

6 *Section 2.* A newly hired regular employee shall be eligible for receipt of all benefits  
7 under the Employer's medical, dental, vision and life insurance programs on the first day of the  
8 month following completion of three (3) months of continuous employment.

9 *Section 3.* There shall be established a Joint Labor Management Insurance Committee  
10 comprised of an equal number of representatives from the Employer and the Labor Union  
11 Coalition whose function shall be to review, study and make recommendations relative to  
12 existing medical, dental and life insurance programs. The Employer and the Union shall  
13 implement any changes in employee insurance benefits which result from any agreement of the  
14 Joint Labor Management Insurance Committee.

15 *Section 4.* The employer will maintain its contribution for health benefits for an  
16 employee up to a four month period of maternity leave, family leave, or approved medical leave.  
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## ARTICLE 11: MISCELLANEOUS

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

*Section 2.* The parties agree that if the King County Council passes an ordinance increasing or decreasing the sick leave or vacation benefits for non-represented employees, either party may request a reopener on article(s) affected by this change.

*Section 3.* Upon completion of the Countywide classification and compensation study either party may request a reopener on article(s) affected by this change.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2  
3 The County recognizes the importance and desirability of settling grievances promptly  
4 and fairly in the interest of continued good employee relations and morale and to this end the  
5 following procedure is outlined. To accomplish this, every effort will be made to settle  
6 grievances at the lowest possible level of supervision.

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

9 ***Section 1. Definition***

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

12 ***Section 2. Procedure***

13 ***Step One*** -- A grievance shall be presented verbally or in writing by the aggrieved  
14 employee, and a representative if the employee so desires, within ten working days of becoming  
15 aware of such grievance, to their supervisor or designee. That person shall gather all relevant  
16 facts and shall attempt to resolve the matter and notify the employee within ten working days. If  
17 a grievance is not pursued to the next higher level within ten working days, it shall be presumed  
18 resolved.

19 ***Step Two*** -- If, after thorough discussion with the supervisor, the grievance has not been  
20 satisfactorily resolved, the employee and representative shall reduce the grievance to writing and  
21 present it to the Director of the Office of Human Resource Management (OHRM). The Director  
22 of OHRM shall schedule a meeting within ten days to discuss the matter with the employee and  
23 representative of the Union.

24 ***Step Three*** -- Should the parties be unable to agree, either party may request arbitration  
25 within 30 calendar days of the conclusion of Step Two and must specify the exact question which  
26 it wishes arbitrated. The committee shall then select a third disinterested party to serve as an  
27 arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator  
28 shall be selected from a panel of seven arbitrators furnished by the American Arbitration

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

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

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

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

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

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

18 *Section 3.* The employer shall not suspend, demote, or terminate an employee for other  
19 than just cause.

20 *Section 4.* In the event the employer requires an employee to attend a meeting for  
21 purposes of discussing his/her suspension, demotion or termination, the employee should be  
22 advised in advance of his/her right to be accompanied by a representative of the Union. If the  
23 employee desires Union representation in said matter, he/she shall notify the employer at that  
24 time and shall be provided a reasonable time to arrange for Union representation.

25 *Section 5.* The Union shall not be required to press employee grievances if in the  
26 Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement  
27 of any grievance, including hearings and final decision of any arbitrator, the Union shall be the  
28 exclusive representative of the employee.



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**ARTICLE 13: BULLETIN BOARDS**

Non-wage-related matters are covered in a separate but parallel Agreement between the King County Prosecuting Attorney and the Union.

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1 **ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY**

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3       The employer or the Union shall not unlawfully discriminate against any individual with  
4 respect to wages or directly wage related matters because of race, color, religion, national origin,  
5 age, sex, marital status, sexual orientation, or any sensory or physical handicap.  
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**ARTICLE 15: SAVINGS CLAUSE**

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

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**  
2

3       *Section 1.* The employer and the Union agree that the public interest requires efficient  
4 and uninterrupted performance of all services and to this end pledge their best efforts to avoid or  
5 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or  
6 condone any work stoppage, including any strike, slowdown or refusal to perform any  
7 customarily assigned duties, sick leave absence which is not bonafide, or other interference with  
8 the Prosecuting Attorney's functions by employees under this Agreement and should same occur,  
9 the Union agrees to take appropriate steps to end such interference. Any concerted action by any  
10 employees in the bargaining unit shall be deemed a work stoppage if any of the above activities  
11 have occurred.

12       *Section 2.* Upon notification in writing by the Prosecuting Attorney to the Union that any  
13 of its members are engaged in a work stoppage, the Union shall immediately in writing, order  
14 such members to immediately cease engaging in such work stoppage and provide the Prosecuting  
15 Attorney with a copy of such order. In addition, if requested by the Prosecuting Attorney, a  
16 responsible official of the Union shall publicly order such employees to cease engaging in the  
17 work stoppage.

18       *Section 3.* Any employee participating in a work stoppage or in other ways committing  
19 an act prohibited in this article shall be considered absent without leave from work and shall be  
20 considered to have resigned.  
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**ARTICLE 17: WAIVER CLAUSE**

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

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ARTICLE 18: WORK OUTSIDE OF CLASSIFICATION

An employee assigned to work outside of classification shall, upon completion of thirty-five (35) consecutive work hours of such assignment, be paid at a rate which is five percent (5%) over the salary received prior to the assignment, for all time spent while so assigned, provided that the above provisions shall not apply to such assignment when same are due to vacation coverage.

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**ARTICLE 19: REDUCTION IN FORCE/LAYOFF, REHIRS**

Non-wage-related matters are covered in a separate but parallel Agreement between the King County Prosecuting Attorney and the Union.

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1 **ARTICLE 20: INTRACOUNTY TRANSFER**

2  
3 An employee of King County who transfers to the Prosecuting Attorney's office  
4 subsequent to commencement of work with King County shall, for purposes of computing  
5 employee benefits set forth in King County Code 3.12 (i.e., holidays, vacations, sick leave,  
6 family care and death, leave of absence without pay, training, time off for examinations, military  
7 leave of absence, retirement and unemployment compensation), be entitled to benefits in  
8 accordance with his/her starting date of employment with King County and not for the time  
9 he/she began in the Prosecuting Attorney's Office.  
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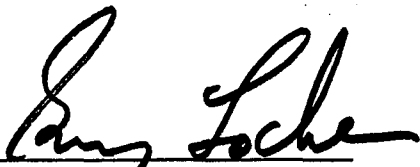


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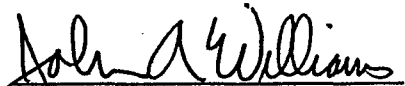
ARTICLE 21: DURATION

This Agreement and each of its provisions shall become effective July 1, 1995, and shall continue in full force and effect until June 30, 1998.

APPROVED this 8 day of June, 1995.



Gary Locke  
King County Executive



John A. Williams  
Secretary-Treasurer  
Teamsters, Local 117

Approved as to Form:

RICHARD H. HOLMQUIST  
Chief Civil Deputy

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ADDENDUM A

1995

SALARY SCHEDULE

ANNUAL, MONTHLY AND HOURLY

CLASSIFICATIONS COVERED

RANGE

6	Victim Services Coordinator	42
7	Victim Advocate	42
8	Order for Protection Victim Advocate	41
8	Tort Claims Coordinator	41
9	District Court Victim Advocate	41
9	Trial Assignment Coordinator	40
10	Legal Administrative Specialist	37
10	Paralegal	39
11	Assistant Supervisor/Records	35
11	Assistant Supervisor/Civil	33
12	Initiation & Locate Coordinator	35
13	Legal Office Technician II	31
13	Legal Secretary	34
14	Word Processing Operator II	31
14	Legal Office Technician I	29
15	Legal Office Assistant III	26
16	Receptionist	26
16	Interviewer	26
17	Legal Office Assistant II	24
17	Legal Office Assistant I	22

18 Salary Schedule: See attached

19 Salary Step Key:

21	Entry	= Step entry	Fourth Anniversary= Step V
22	Three Month Probationary	= Step I	Fifth Anniversary = Step VI
22	First Anniversary	= Step II	Sixth Anniversary = Step VII
23	Second Anniversary	= Step III	Seventh Anniversary = Step VIII
23	Third Anniversary	= Step IV	Eighth Anniversary= Step IX
24			Ninth Anniversary = Step X
25			Tenth Anniversary = Step XI

# 1995 Pay Ranges

## Range 22

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	17,766.00	18,185.52	19,044.72	19,496.64	19,959.36	20,432.88	20,919.84	21,417.36	21,928.32	22,451.76	22,987.68	23,537.52
Monthly	1,480.50	1,515.46	1,587.06	1,624.72	1,663.28	1,702.74	1,743.32	1,784.78	1,827.36	1,870.98	1,915.64	1,961.46
Hourly	9.7615	9.9920	10.4641	10.7124	10.9666	11.2268	11.4944	11.7677	12.0485	12.3361	12.6305	12.9327

## Range 24

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	18,615.36	19,055.76	19,959.36	20,432.88	20,919.84	21,417.36	21,928.32	22,451.76	22,987.68	23,537.52	24,101.52	24,679.68
Monthly	1,551.28	1,587.98	1,663.28	1,702.74	1,743.32	1,784.78	1,827.36	1,870.98	1,915.64	1,961.46	2,008.46	2,056.64
Hourly	10.2282	10.4701	10.9666	11.2268	11.4944	11.7677	12.0485	12.3361	12.6305	12.9327	13.2425	13.5602

## Range 26

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	19,507.68	19,970.40	20,919.84	21,417.36	21,928.32	22,451.76	22,987.68	23,537.52	24,101.52	24,679.68	25,271.28	25,878.48
Monthly	1,625.64	1,664.20	1,743.32	1,784.78	1,827.36	1,870.98	1,915.64	1,961.46	2,008.46	2,056.64	2,105.94	2,156.54
Hourly	10.7185	10.9727	11.4944	11.7677	12.0485	12.3361	12.6305	12.9327	13.2425	13.5602	13.8853	14.2189

## Range 29

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	20,932.08	21,429.60	22,451.76	22,987.68	23,537.52	24,101.52	24,679.68	25,271.28	25,878.48	26,500.56	27,138.00	27,791.52
Monthly	1,744.34	1,785.80	1,870.98	1,915.64	1,961.46	2,008.46	2,056.64	2,105.94	2,156.54	2,208.38	2,261.50	2,315.96
Hourly	11.5011	11.7745	12.3361	12.6305	12.9327	13.2425	13.5602	13.8853	14.2189	14.5607	14.9109	15.2700

## Range 31

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	21,940.38	22,464.96	23,537.52	24,101.52	24,679.68	25,271.28	25,878.48	26,500.56	27,138.00	27,791.52	28,461.84	29,148.24
Monthly	1,828.38	1,872.08	1,961.46	2,008.46	2,056.64	2,105.94	2,156.54	2,208.38	2,261.50	2,315.96	2,371.82	2,429.02
Hourly	12.0552	12.3433	12.9327	13.2425	13.5602	13.8853	14.2189	14.5607	14.9109	15.2700	15.6383	16.0155

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Range 34

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	23,550.96	24,114.72	25,271.28	25,878.48	26,500.56	27,138.00	27,791.52	28,461.84	29,148.24	29,852.40	30,574.08	31,314.00
Monthly	1,962.58	2,009.56	2,105.94	2,156.54	2,208.38	2,261.50	2,315.96	2,371.82	2,429.02	2,487.70	2,547.84	2,609.50
Hourly	12.9400	13.2498	13.8853	14.2189	14.5607	14.9109	15.2700	15.6383	16.0155	16.4024	16.7989	17.2054

Range 35

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	24,114.72	24,694.08	25,878.48	26,500.56	27,138.00	27,791.52	28,461.84	29,148.24	29,852.40	30,574.08	31,314.00	32,070.96
Monthly	2,009.56	2,057.84	2,156.54	2,208.38	2,261.50	2,315.96	2,371.82	2,429.02	2,487.70	2,547.84	2,609.50	2,672.58
Hourly	13.2498	13.5681	14.2189	14.5607	14.9109	15.2700	15.6383	16.0155	16.4024	16.7989	17.2054	17.6214

Range 37

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	25,285.44	25,892.88	27,138.00	27,791.52	28,461.84	29,148.24	29,852.40	30,574.08	31,314.00	32,070.96	32,848.56	33,644.64
Monthly	2,107.12	2,157.74	2,261.50	2,315.96	2,371.82	2,429.02	2,487.70	2,547.84	2,609.50	2,672.58	2,737.38	2,803.72
Hourly	13.8930	14.2268	14.9109	15.2700	15.6383	16.0155	16.4024	16.7989	17.2054	17.6214	18.0486	18.4860

Range 39

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	26,515.92	27,154.56	28,461.84	29,148.24	29,852.40	30,574.08	31,314.00	32,070.96	32,848.56	33,644.64	34,461.36	35,297.76
Monthly	2,209.66	2,262.88	2,371.82	2,429.02	2,487.70	2,547.84	2,609.50	2,672.58	2,737.38	2,803.72	2,871.78	2,941.48
Hourly	14.5691	14.9200	15.6383	16.0155	16.4024	16.7989	17.2054	17.6214	18.0486	18.4860	18.9348	19.3943

Range 41

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	27,808.32	28,478.16	29,852.40	30,574.08	31,314.00	32,070.96	32,848.56	33,644.64	34,461.36	35,297.76	36,155.76	37,034.64
Monthly	2,317.36	2,373.18	2,487.70	2,547.84	2,609.50	2,672.58	2,737.38	2,803.72	2,871.78	2,941.48	3,012.98	3,086.22
Hourly	15.2792	15.6473	16.4024	16.7989	17.2054	17.6214	18.0486	18.4860	18.9348	19.3943	19.8658	20.3487

Range 42

	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Yearly	28,478.16	29,165.76	30,574.08	31,314.00	32,070.96	32,848.56	33,644.64	34,461.36	35,297.76	36,155.76	37,034.64	29,869.44
Monthly	2,373.18	2,430.48	2,547.84	2,609.50	2,672.58	2,737.38	2,803.72	2,871.78	2,941.48	3,012.98	3,086.22	2,489.12
Hourly	15.6473	16.0251	16.7989	17.2054	17.6214	18.0486	18.4860	18.9348	19.3943	19.8658	20.3487	16.4117

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Provisions:

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

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

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

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ADDENDUM B

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3 *Section 1:* Effective January 1, 1995, undergraduate work study student employees  
4 not assigned to the administrative staff of the Prosecuting Attorney's office shall receive wages  
5 which, as a minimum, are seven dollars \$7.70 per hour.

6 Commencing January 1, 1996, should the wage rates set forth in the full-time agreement  
7 be increased at some point or points in the future, then for each full 3.5% incremental increase to  
8 the full-time wages in effect as of the date of this agreement, the wage rates set forth in Section 1  
9 above shall be increased by twenty-five cents (25¢). The effective date of such increase shall be  
10 the beginning of the year in which the cumulative 3.5% increment is attained.

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

17 *Section 3:* Should a part-time or temporary employee become a full-time 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  
21 signed by a bargaining unit employee, the County shall have deducted from the pay of such  
22 employee the amount of service fee as certified by the Secretary-Treasurer of the signatory  
23 organization and shall transmit the same to the Secretary-Treasurer of the signatory organization.  
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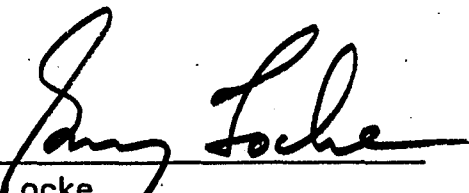
MEMORANDUM OF UNDERSTANDING BETWEEN  
TEAMSTERS, LOCAL 117  
and  
KING COUNTY


THIS AGREEMENT is by and between the KING COUNTY PROSECUTING ATTORNEY, hereinafter referred to as the employer, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 117, hereinafter referred to as the Union.

It is understood and agreed by and between the employer and the Union that effective January 1, 1995, wage rates in effect on December 31, 1994, shall be increased by 2.7% (i.e., 90% of the CPI - W All Cities Sept-Sept Index)

The effectiveness of this Memorandum of Understanding is expressly dependent on the consummation by all formal and requisite means of the parallel agreement between the Union and King County Prosecutor to extend for six months the non-wage related terms and conditions of the 1992 collective bargaining agreement.

APPROVED this 8 day of June, 1995.

  
\_\_\_\_\_  
Gary Locke  
King County Executive

  
\_\_\_\_\_  
John A. Williams  
Secretary - Treasurer  
Teamsters, Local 117

Approved as to Form:

\_\_\_\_\_  
Richard H. Holmquist  
Chief Civil Deputy

lrm:general:117