



Signature Report

January 23, 2012

Ordinance 17256

Proposed No. 2012-0007.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement
3 negotiated by and between King County and International
4 Brotherhood of Teamsters Local 117 (Prosecuting
5 Attorney's Office) representing employees in the
6 prosecuting attorney's office; and establishing the effective
7 date of said agreements.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

14 SECTION 2. Terms and conditions of the collective bargaining agreement shall
15 be effective from January 1, 2011, through and including December 31, 2013. Terms and

16 conditions of the memorandum of agreement shall be effective from January 1, 2011,
17 through and including December 31, 2014.

18

Ordinance 17256 was introduced on 1/9/2012 and passed by the Metropolitan King County Council on 1/23/2012, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Patterson,
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



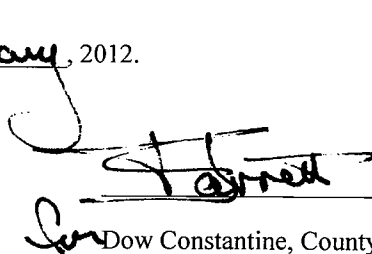
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 27 day of January, 2012.



Dow Constantine, County Executive

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KING COUNTY COUNCIL

Attachments: A. Agreement Between International Brotherhood of Teamsters Local 117 (Representing employees of the PROSECUTING ATTORNEY) and KING COUNTY (Economic Issues), B. Addendum B Memorandum of Agreement By and Between King County and International Brotherhood of Teamsters Local 117 Addressing the 2011 Budget Crisis

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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 and Teamsters Local 117 representing employees in the Prosecutor's Office. This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council. This Agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of King County.

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.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. Recognition and Union Security. The County recognizes Teamsters Local 117 as the exclusive bargaining representative for wage and wage related matters of those employees, including those working in a term-limited temporary capacity as defined in King County Code 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, as defined in the King County Code Section 3.12.010 and undergraduate work study administrative student interns.

1 All employees covered by this Agreement who are probationary shall, on the thirtieth (30th)
 2 day following employment, become and remain members in good standing in the Union or pay an
 3 agency fee to the Union for their representation to the extent permitted by law; provided, however,
 4 that nothing in this section shall require an employee to join said Union who can substantiate, in
 5 accordance with the law, bona fide religious tenets or teachings which prohibit the payment of dues
 6 or initiation fees to the union organizations.

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

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

22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

23 The management of the Prosecuting Attorney's Office and the direction of the work force is
 24 vested exclusively in the Prosecuting Attorney's Office subject to the terms of this Agreement. All
 25 matters not specifically and expressly covered or treated by the language of this Agreement may be
 26 administered for its duration by the Prosecuting Attorney in accordance with such policy or
 27 procedures as the Prosecuting Attorney from time to time may determine; provided, that the
 28 Prosecuting Attorney will fulfill any statutory obligation to bargain.

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

6 The parties agree that King County has the right to implement a common biweekly payroll
 7 system that will standardize pay practices and Fair Labor Standards Act work weeks. The parties
 8 agree that application provisions in the collective bargaining agreement may be re-opened at any time
 9 during the life of this agreement by the County for the purpose of negotiating these standardized pay
 10 practices, to the extent required by law.

11 **ARTICLE 4: HOLIDAYS**

12 *Section 1. Designated Holidays.* All eligible employees shall be granted the following
 13 holidays with pay:

| | |
|--------------------------------------|-----------------------------|
| 14 New Year's Day | January 1st |
| 15 Martin Luther King Jr.'s Birthday | Third Monday in January |
| 16 Presidents' Day | Third Monday in February |
| 17 Memorial Day | Last Monday in May |
| 18 Independence Day | July 4th |
| 19 Labor Day | First Monday in September |
| 20 Veterans' Day | November 11th |
| 21 Thanksgiving Day | Fourth Thursday in November |
| 22 Day after Thanksgiving | |
| 23 Christmas Day | December 25th |

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

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

26 *Section 2. Eligibility Requirement.* An eligible employee must be in a pay status on the

1 employee's scheduled working days prior to and immediately after a holiday in order to receive
2 holiday pay. An employee who leaves County employment the day prior to the holiday will not
3 receive holiday pay.

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

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

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

21 **Section 6. Personal Holidays.** Each eligible employee shall receive two (2) additional
22 personal holidays to be administered through the vacation plan. One day will be credited on
23 October 1 and the second day will be credited on November 1 of each calendar year. These days can
24 be used in the same manner as any vacation day earned.

1 **ARTICLE 5: VACATIONS**

2 *Section 1. Vacation Accrual.* Eligible employees shall receive vacation benefits as indicated
3 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 |

24 Vacation leave shall be accrued at an hourly rate by dividing the annual number of days of
25 vacation listed in the table above by the number of regularly scheduled hours in a year for a full-time
26 regular schedule (based on a 35-hour-per-week schedule).

27 *Section 2. Prorated Accrual for Part-Time Employees.* Vacation benefits, including
28 maximum accrual rates, for part-time regular employees will be established based upon the ratio of

1 hours the employee is regularly scheduled to work (not including overtime) to a standard work year.
2 For example: If a part-time regular employee normally works four (4) hours per day in a department
3 that normally works eight (8) hours per day, then the part-time regular employee would be granted
4 four-eighths of the vacation benefit allowed a full-time regular staff member with an equivalent
5 number of years service.

6 **Section 3. Vacation Carryover and Forfeiture.** Employees may carry over a maximum of
7 60 days vacation (420 hours) from one calendar year to the next.

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

10 **Section 5. Vacation Cashout.** Upon termination for any reason, eligible employees will be
11 paid for unused vacation credits up to maximum allowable accumulated vacation; (i.e., no more than
12 60 days: 420 hours).

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

15 **ARTICLE 6: SICK LEAVE**

16 **Section 1. Accrual.** Every eligible employee shall accrue sick leave benefits at the rate of
17 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours
18 per month except that sick leave shall not begin to accrue until the first of the month following the
19 month in which the employee commenced employment. The employee is not entitled to sick leave if
20 not previously earned. There shall be no limit to the hours of sick leave benefits accrued by an
21 employee.

22 **Section 2. Use of Vacation In Lieu of Sick Leave.** Employees eligible to accrue vacation
23 leave may use any accrued days of vacation leave as an extension of sick leave. If an employee does
24 not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must
25 be reimbursed to the County upon termination.

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

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

4 **Section 5. Sick Leave Administration.** Department management is responsible for the proper
5 administration of the sick leave benefit.

6 **Section 6. Forfeiture Upon Separation.** Separation from County employment except by
7 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick
8 leave currently accrued to the employee. Should the employee resign in good standing or be laid off
9 and return to the County within two (2) years, accrued sick leave shall be restored.

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

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

17 **ARTICLE 7: LEAVES OF ABSENCE**

18 **Section 1. Bereavement Leave**

19 **(a) Eligibility For Immediate Family.** Eligible employees shall be entitled to five
20 (5) working days of bereavement leave per occurrence due to death of members of their immediate
21 family. For purposes of this section, "immediate family" shall be construed to mean persons related
22 to an employee by blood or marriage or legal adoption as follows: grandmother, grandfather, mother,
23 father, spouse or domestic partner, son, daughter, brother, sister, son-in-law, daughter-in-law, mother-
24 in-law, father-in-law, grandchild, domestic partner's children, domestic partner's parent, spouse's
25 children and any persons for whose financial or physical care the employee is principally responsible.

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

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

5 **Section 2. Shared Leave.** See Prosecuting Attorney's Office working conditions contract.

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

10 **Section 4. Military Leave.** The Prosecuting Attorney or his designee shall grant, for a period
 11 not exceeding twenty-one (21) days during each year beginning October 1st and ending September
 12 30th, paid leaves of absence to regular employees for the purpose of taking part in active military
 13 training duty as provided by state law, RCW 38.40.060; provided that a request for such leave shall
 14 be submitted in writing by the employee and accompanied by a validated copy of military orders
 15 ordering such active training duty. The Prosecuting Attorney shall abide by applicable state and
 16 federal law in granting any unpaid military leave of absence for a period in excess of twenty-one (21)
 17 consecutive calendar days. Employees on military leave are entitled to an extension of benefits as set
 18 forth in KCC 3.12.262.

19 **Section 5. Organ Donor Leave.**

20 1. The appointing authority shall allow employees eligible for family leave, sick
 21 leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in
 22 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
 23 transplants, or blood transfusions to take five (5) days paid leave without having such leave charged
 24 to family leave, sick leave, vacation leave or leave of absence without pay; provided that the
 25 employee shall:

26 a) Give the appointing authority reasonable advance notice of the need to take
 27 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there
 28 is a reasonable expectation that the employee's failure to donate may result in serious illness, injury,

1 pain or the eventual death of the identified recipient.

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

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

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

11 **Section 7. Family Care.** Eligible employees shall be entitled to use their accumulated sick
12 leave when such employee is required to care for immediate family members who are seriously ill.
13 Up to one day of accumulated sick leave may be used by a full-time regular or part-time regular
14 employee for the purpose of being present at the birth of his/her child.

15 **ARTICLE 8: WAGE RATES**

16 **Section 1. Wage Classifications and Ranges.** Wage rates for covered full-time regular and
17 covered part-time regular employees shall be in accordance with the job classifications and wage
18 ranges in Addendum "A." The ranges in Addendum A are on the King County Squared Table.

19 **Section 2. Cost of Living Adjustments**

20 The parties have negotiated a Memorandum of Agreement titled "Memorandum of
21 Agreement by and between King County and the King County Coalition of Labor Unions Addressing
22 the 2011 Budget Crisis", file 000U0310_COLA-2011_155 (Addendum B). The provisions of that
23 Memorandum of Agreement are incorporated into this Collective Bargaining Agreement. For
24 illustrative purposes, the provisions of the Memorandum of Agreement pertaining to cost of living
25 adjustments for the years 2012 through 2013 state:

26 A. **2012 COLA:** Employees shall be eligible to receive 90% of the annual average
27 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
28 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).

1 Zero floor and no ceiling.

2 **B. 2013 COLA:** Employees shall be eligible to receive 95% of the annual average
3 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
4 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).

5 Zero floor and no ceiling.

6 The parties agree when significant shifts in economic and fiscal conditions occur during the
7 term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either
8 an increase in the King County unemployment rate of more than 2 percentage points compared with
9 the previous year or a decline of more than 7%, in County retail sales as determined by comparing
10 current year to previous year. Data will be derived from Washington State Department of Revenue.
11 By no later than July 30th of each year of this agreement, the county will assess whether the
12 economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

13 **Section 3. Shift Differential.** Shift differentials for full-time regular employees in the listed
14 classifications shall be as follows:

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

20 **Section 4. Western Conference of Teamsters Pension Trust.** The Employer agrees to
21 continue to pay into the Western Conference of Teamsters Pension Trust (WCTPT) twenty five cents
22 (25¢) per compensated hour on behalf of each bargaining unit member who completes or has
23 completed two (2) or more years of service with the Employer. The Employer will continue to
24 deduct 25 cents (\$0.25) per hour from the wages of each eligible employee and pay that money into
25 the WCTPT for the employee's first two years of qualifying employment with the Prosecuting
26 Attorney's Office. If state or federal law requires the Employer to deduct from or make payments
27 with respect to the contributions required hereunder, such contributions shall be reduced accordingly.
28 To this end, the parties agree to execute such documents effectuating this undertaking as may be

1 necessary to give force and effect to the Employer's agreement herein.

2 **ARTICLE 9: OVERTIME**

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

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

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

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

14 *Section 2.* There shall be established a Joint Labor Management Insurance Committee
15 ("JLMIC") comprised of an equal number of representatives from the Employer and the Labor Union
16 Coalition whose function shall be to review, study and make recommendations relative to existing
17 medical, dental and life insurance programs. The Employer and the Union shall implement any
18 changes in employee insurance benefits which result from any agreement of the JLMIC; provided
19 that if the JLMIC agrees to any employee share of any premium during the term of this contract, the
20 County and the Union agree to reopen this contract for the purposes of negotiating economic issues,
21 subject to any procedures that the JLMIC may establish for reopening collective bargaining
22 agreements to address the impact of establishing employee premium share.

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

26 **ARTICLE 11: MISCELLANEOUS**

27 *Section 1. Transportation Reimbursement.* All employees who have been authorized to use
28 their own transportation on County business shall be reimbursed at the current rate set by the

1 Metropolitan County Council during the life of this Agreement.

2 **Section 2. Bus Pass.** Eligible employees, as determined by their respective employment
3 status, shall receive transit passes in accord with the King County Ordinance No. 12933.

4 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

11 **Section 1. Definition**

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

14 **Section 2. Procedure**

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

21 **Step Two** - If, after thorough discussion with the Human Resources Director of the
22 Prosecuting Attorney's Office, the grievance has not been satisfactorily resolved, the employee and
23 representative(s) shall reduce the grievance to writing and present it to the Director of the Office of
24 Labor Relations. The Director of the Office of Labor Relations shall schedule a meeting within
25 fifteen (15) days to discuss the matter with the Director of Administration of the Prosecuting
26 Attorney's Office, the employee and representative of the Union. If the grievance is not resolved at
27 this step, the Union may request mediation or arbitration of the grievance within thirty (30) days of
28 completion of Step Two of the grievance process. The request for mediation or arbitration must be

1 made in writing to the Director of the Office of Labor Relations.

2 **Mediation** - The County and the Union will have thirty (30) working days from the
3 mediation request date to schedule a mediation date. The County and the Union shall mutually agree
4 upon a mediator. Any resolution reached in mediation shall be binding on the parties and, unless
5 specifically agreed otherwise, not form a precedent for similar issues. If the resolution is not reached
6 in mediation, issues may be referred to arbitration, if it concerns the proper application or
7 interpretation of the Agreement. The County and the Union shall each bear the cost of its own
8 presentation and shall bear equally the fees and cost of the mediator. The Union will have thirty (30)
9 working days from the conclusion of mediation to make a written request for arbitration to the
10 Director of the Office of Labor Relations.

11 **Step Three** - The Union may request arbitration within thirty (30) calendar days of the
12 conclusion of Step Two and must specify the exact question which it wishes arbitrated. In the event
13 that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
14 panel of seven (7) arbitrators furnished by the American Arbitration Association. The arbitrator will
15 be selected from the list by both the County representative and the Union, each alternately striking a
16 name from the list until only one name remains. The arbitrator, under voluntary labor arbitration
17 rules of the Association, shall be asked to render a decision promptly and the decision of the
18 arbitrator shall be final and binding on both parties.

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

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

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

27 No matter may be arbitrated which the County by law has no authority over, has no authority
28 to change, or has been delegated to any civil service commission or personnel board as defined in

1 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

7 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

8 The Employer or the Union shall not unlawfully discriminate against any individual with
9 respect to wages or directly wage related matters because of race, color, religion, national origin, age,
10 sex, marital status, sexual orientation, or any sensory or physical handicap.

11 **ARTICLE 14: SAVINGS CLAUSE**

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

18 **ARTICLE 15: WAIVER CLAUSE**

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

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

26 An employee pre-assigned by a supervisor to work outside of classification shall, upon
27 completion of twenty-one (21) consecutive work hours of such assignment, be paid at the first pay
28 step of the higher classification or at the step which is the equivalent of two (2) steps (approximately

1 five per cent (5%)) more than the employee's previous salary step, whichever is greater, for all time
2 spent while so assigned.

3 **ARTICLE 17: INTRACOUNTY TRANSFER**

4 An employee of King County who transfers to the Prosecuting Attorney's Office subsequent
5 to commencement of work with King County shall, for purposes of computing employee benefits set
6 forth in King County Code 3.12 (i.e., holidays, vacations, sick leave, family care or death, leave of
7 absence without pay, training, time off for examinations, military leave of absence, retirement and
8 unemployment compensation), be entitled to benefits in accordance with his/her starting date of
9 employment with King County and not for the time he/she began in the Prosecuting Attorney's
10 Office. [For parallel provision, see Prosecuting Attorney Agreement, Article 17.]

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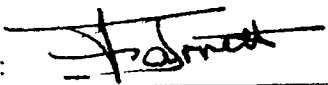
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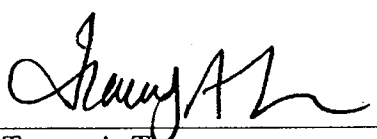
1 **ARTICLE 18: DURATION**

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, 2011 through
4 December 31, 2013.

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APPROVED this 19th day of December, 2011.

By: 
King County Executive


Tracey A. Thompson
Secretary-Treasurer
Teamsters Local 117

1 cba Code: 155

Union Code: 0117K
F42
3
4 **ADDENDUM A**
5 **SALARY SCHEDULE 2011**

| 6 Job Class Code | 7 PeopleSoft Job Code | 8 MSA Job Code | 9 Classification Title | 10 Pay Range* |
|--|-----------------------|----------------|--|---------------|
| 6230100 | 623401 | 8395 | Child Interviewer Specialist | 49 |
| 4203100 | 423102 | 8392 | Legal Administrative Specialist I | 34 |
| 4203200 | 423202 | 8393 | Legal Administrative Specialist II | 38 |
| 4203300 | 423302 | 8394 | Legal Administrative Specialist III | 44 |
| 4203400 | 423401 | 3176 | Legal Administrative Specialist III - Records Lead | 46 |
| 4204100 | 424101 | 8396 | Legal Secretary | 44 |
| 6216200 | 623501 | 3175 | MDOP Victim Advocate | 50 |
| 6214100 | 623102 | 8493 | Paralegal | 49 |
| 6216100 | 623302 | 8495 | Victim Advocate | 48 |
| 4410100 | 422401 | 3136 | Word Processing Operator | 42 |
| 15 * For rates, please refer to the King County Squared Salary Table | | | | |

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17 **Salary Step Key:**

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|--|-----------|
| 18 Entry | = Step 1 |
| 19 Upon completion of probation if hired into Step 1 | = Step 2 |
| 20 First Anniversary ¹ | = Step 3 |
| 21 Second Anniversary | = Step 4 |
| 22 Third Anniversary | = Step 5 |
| 23 Fourth Anniversary | = Step 6 |
| 24 Fifth Anniversary | = Step 7 |
| 25 Sixth Anniversary | = Step 8 |
| 26 Seventh Anniversary | = Step 9 |
| 27 Eighth Anniversary | = Step 10 |

28 ¹ 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 **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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**ADDENDUM B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by International Brotherhood of Teamsters Local 117 - Prosecuting Attorney's Office

| cba Code | Union | Contract |
|-------------|---------------------|-------------------------------|
| 155 | Teamsters Local 117 | Prosecuting Attorney's Office |

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and International Brotherhood of Teamsters Local 117 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

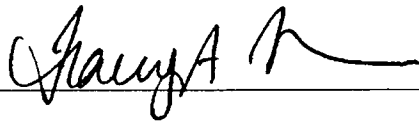
6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

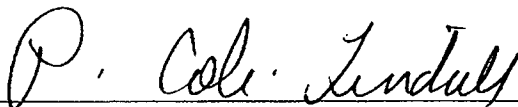
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For International Brotherhood of Teamsters Local 117:



Date

For King County:



11-17-11

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

Date