

Coalition Labor Agreement (CLA) - Appendix 155
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Prosecuting Attorney’s Office

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**Master Labor Agreement (CLA) - Appendix 155
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Prosecuting Attorney’s Office**

These articles constitute an Agreement, terms of which have been negotiated in good faith, between King County (the County) and Teamsters Local 117 (the Union) representing employees in the Prosecuting Attorney’s Office (PAO). This Agreement was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and related matters that are within the legal jurisdiction of the County.

ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION MEMBERSHIP AND D.R.I.V.E

Section 1. Recognition and Union Security. The County recognizes the Union as the exclusive bargaining representative for wage and wage related matters (e.g., insured benefits and paid leaves) of those regular, probationary and term-limited temporary employees, as defined in King County Code (KCC) 3.12.010, whose job classifications are listed in wage Addendum A and B (as more particularly described therein), and made a part hereof by this reference. It is understood and agreed that the terms and/or conditions of this Agreement shall not be applicable to short-term temporary employees, work study students and administrative student interns.

Section 2. Voluntary Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the County of the amounts designated by each contributing employee that are

1 to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase "weeks
2 worked" excludes any week other than a week in which the employee earned a wage. The County
3 shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check the total amount
4 deducted along with the name of each employee on whose behalf a deduction is made, the
5 employee's social security number and the amount deducted from the employee's paycheck. The
6 International Brotherhood of Teamsters shall reimburse the County annually for the County's actual
7 cost for the expenses incurred in administering the weekly payroll deduction plan.

8 **ARTICLE 3: RIGHTS OF MANAGEMENT**

9 The management of the PAO and the direction of the work force is vested exclusively with
10 the Prosecuting Attorney subject to the terms of this Agreement. All matters not specifically and
11 expressly covered or treated by the language of this Agreement may be administered for its duration
12 by the Prosecuting Attorney in accordance with such policy or procedures as the Prosecuting
13 Attorney from time to time may determine; provided, that the Prosecuting Attorney will fulfill any
14 statutory obligation to bargain.

15 **ARTICLE 4: HOLIDAY ELIGIBILITY**

16 ***Section 1. Designated Holidays.*** Benefit eligible employees shall be granted the following
17 holidays with pay as provided in the CLA, Article 10, except as modified below:

18 ***Section 2. Prorated and Alternate Work Schedule Holiday Accrual.*** Holiday benefits for
19 full-time and, part-time employees will be established based upon the ratio of hours to the
20 employee's regularly scheduled work day (not including overtime). For example: If a part-time
21 employee normally works four (4) hours per day in a unit that normally works eight (8) hours per
22 day, then the part-time employee would be granted four-eighths of the holiday benefit allowed a full-
23 time staff member. FLSA non-exempt employees on flex or alternative work schedules shall be
24 allowed to adjust their schedules during a holiday week so as to be eligible for the holiday pay.
25 Employees on alternative work schedules/flextime (working nine days in ten) who take holiday time
26 off in excess of the eight (8) hours a holiday provides (or pro-rated portion of eight (8) hours for part-
27 time employees) shall make up the difference by working or, using accrued vacation time or
28 compensatory time.

Section 3. Work on Holidays. Work may only be performed on a holiday with the PAO's approval or at the PAO's direction. Work performed on holidays shall be paid at the contractual overtime rate, as defined below, in addition to the regular holiday pay.

ARTICLE 5: VACATION LEAVE

Section 1. Vacation Accrual. Benefit eligible employees shall receive vacation benefits as provided in the CLA, Article 9 and 32, except as indicated below:

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	2	000 thru 024	0.0462 X Basis Hours	12
3	3	025 thru 036	0.0500 X Basis Hours	13
4	5	037 thru 60	0.0577 X Basis Hours	15
6	6	61 thru 72	0.0615 X Basis Hours	16
7	8	73 thru 96	0.0654 X Basis Hours	17
9	10	97 thru 120	0.0693 X Basis Hours	18
11	12	121 thru 144	0.0769 X Basis Hours	20
13	17	145 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1077 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

Section 2. Prorated Accrual for Part-Time Employees. Vacation accrual, including maximum vacation accrual, for part-time employees will be prorated based on the employee's

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

5 **Section 3. Vacation Carryover and Forfeiture.** Employees hired on or before December 31,
6 2017, may carry over a maximum of 480 hours for full-time employees, and employees hired on or
7 after January 1, 2018, may carry over a maximum of 320 hours for full-time employee from one
8 calendar year to the next. Part-time employees maximum vacation leave carry over shall be prorated
9 to reflect his or her normally scheduled work day. Employees must use vacation leave in excess of
10 the maximum accrual amount on or before the last day of the pay period that includes December 31
11 of each year.

12 **Section 4. Vacation Cash out.** Part-time employees will be paid for unused vacation credits
13 prorated to reflect their normally scheduled work day.

14 **ARTICLE 6: SICK LEAVE**

15 **Section 1. Accrual.** Benefit eligible employees shall accrue sick leave benefits as provided
16 in the CLA, Article 31, except as modified below.

17 **Section 2. Sick Leave Administration.** PAO management is responsible for the proper
18 administration of the sick leave benefit.

19 **ARTICLE 7: LEAVES OF ABSENCE**

20 **Section 1. Bereavement Leave.** As provided in the CLA, Article 8.

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

22 **Section 3. Jury Duty.** As provided in the CLA, Article 5.

23 **Section 4. Military Leave.** As provided in the CLA, Article 2.

24 **Section 5. Organ Donor Leave.** See CLA, Article 36

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

28 **Section 7. FMLA/KCFML.** As provided in the CLA, Article 11.

1 **ARTICLE 8: WAGE RATES**

2 ***Section 1. Wage Classifications and Ranges.*** Wage rates shall be in accordance with the job
3 classifications and wage ranges in Addenda A and B. The ranges in Addenda A and B are on the
4 King County Squared Table.

5 ***Section 2. Shift Differential.*** Shift differentials for employees in the listed classifications
6 shall be as follows:

7 Employees in such classifications who have not less than four (4) hours of their regular work
8 shift falling between the hours of 4:30 p.m. and 7:30 a.m., shall receive compensation in addition to
9 their base rate of pay for all scheduled hours worked during such shift at the rate of fifty five cents
10 (55¢) per hour; provided, that said additional compensation shall not apply to periods of paid absence
11 such as holidays, vacation or sick leave, and overtime pay.

12 ***Section 3. Bilingual Premium:*** The County agrees to pay \$50 per month for a bilingual
13 premium pursuant to the terms of the parallel working conditions agreement. The parties agree to
14 participate in any coalition-wide review of bilingual pay premiums. The goal of the review will be to
15 identify consistent and equitable bilingual work and pay practices. The parties will endeavor to begin
16 and complete this work in 2023 for successor CBA negotiations.

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

27 **ARTICLE 9: OVERTIME**

28 ***Section 1. Overtime Eligibility.*** Contractual daily overtime shall be paid to 40-hour per week

1 employees who work more than their regularly scheduled workday at the Contractual Overtime
2 Rate in effect at the time the overtime work is performed. Employees who work less than 40-hours
3 per week shall be paid contractual daily overtime for all hours worked beyond the standard number of
4 daily hours for the office, which is an 8-hour workday, or work group if applicable (e.g., if an
5 employee’s work group is predominately on a 4/10 schedule, the daily overtime threshold shall be the
6 same as their work group at 10 hours). The daily overtime threshold for each employee working less
7 than a 40-hour workweek shall be determined at the time their work schedule is approved or
8 modified.

9 Contractual weekly overtime shall be paid to employees for all hours worked in excess of
10 forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the
11 overtime work is performed.

12 All hours compensated shall be considered hours worked.

13 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half
14 times the combined amount of the employee’s hourly base rate of pay, as specified in the Addendum
15 A and B wage tables, plus any applicable hourly pay premiums in effect at the time the overtime is
16 worked that are contractually required to be included when calculating the Contractual Overtime
17 Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours
18 worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

19 Overtime work may only be performed with the PAO’s approval or at the PAO’s direction.

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

23 **ARTICLE 10: INSURED BENEFITS, HRA AND VEBA**

24 As provided in the CLA, Article 25.

25 **ARTICLE 11: MISCELLANEOUS**

26 **Section 1. Reimbursement for Personal Transportation.** As provided in the CLA,
27 Article 24.

28 **Section 2. Transportation Benefits.** As provided in the CLA, Article 34.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2 As provided in the CLA, Article 26.

3 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

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

7 **ARTICLE 14: SAVINGS CLAUSE**

8 As provided in the CLA, Article 30.

9 **ARTICLE 15: WAIVER CLAUSE**

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

16 **ARTICLE 16: WORKING OUT OF CLASSIFICATION**

17 As provided under the CLA, Article 33 and PAO Working Conditions Article 15.

18 **ARTICLE 17: INTRACOUNTY TRANSFER**

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

26 **ARTICLE 18: PARKING**

27 Parking shall be in accordance with the CLA Article 45.

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For International Brotherhood of Teamsters Local 117:

DocuSigned by:



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John Scearcy
Secretary-Treasurer

For King County:

DocuSigned by:



Sasha P. Alessi

Labor Manager
Office of Labor Relations

cba Code: 155**Union Code: F4****SALARY SCHEDULES**

Effective 1/1/2021 wages shall be as follows:

Regular schedule 40-hour per week Addendum A:

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
6300100	636101	Legal Administrative Professional I	38
6300200	636201	Legal Administrative Professional II	44
6300300	636301	Legal Administrative Professional III	46
4203400	423401	Legal Administrative Professional III - Records Lead	48
4204100	424101	Legal Secretary	44
6216200	623501	MDOP Victim Advocate	50
6214100	623102	Paralegal I	49
6214200	623601	Paralegal II	51
0007275	007275	Project/Program Manager II – PAO	58
6216100	623302	Victim Advocate	50
4410100	422401	Word Processing Operator	42

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

Regular schedule 40-hour per week Addendum B:

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
0007307	007307	Application Developer – PAO	60
0007304	007304	Application Developer Sr. – PAO	65
0007286	007286	Desktop Support Specialist – PAO	55
007287	007287	Desktop Support Specialist Sr. – PAO	57
007253	007253	Desktop Support Specialist Lead – PAO	59

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

Salary Step Key:

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

Wage Step Provisions:

New Employees: New employees shall be hired at Step 1 of their respective pay range or at a higher step at management's discretion. Experience shall be considered in determining proper step placement. Employees hired into a position at Step 1 shall advance to Step 2 upon successful completion of the probationary period. Employees shall automatically advance to the next salary step on their anniversary date. For employees hired into Step 1 of their current position, the anniversary date shall be the date upon which the employee successfully completed the probationary period.

Salary on Promotion: An employee who is promoted will be placed either in the first step of the new salary range or at a step which is the equivalent of two (2) steps (approximately five percent (5%)) more than the employee's former step, whichever is greater, but not to exceed the top step of the new range.

Salary on Position Reclassification: As provided in the CLA, Article 14.2 and 14.4.

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

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
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 Sasha.Alessi@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department- OLR
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To advise King County Sub Account - Office of Labor Relations of your new email address

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.