

Master Labor Agreement (MLA) - Appendix 9
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Prosecuting Attorney's Office
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1 section shall require an employee to join said Union who can substantiate, in accordance with the
2 law, bona fide religious tenets or teachings which prohibit the payment of dues or initiation fees to
3 the union organizations. Such employee shall pay an amount of money equivalent to regular union
4 dues and initiation fee; said amounts shall be paid to a non-religious charity mutually agreed upon by
5 the employee affected and the Union to which such employee would otherwise pay the dues and
6 initiation fee. The employee shall furnish proof to the Union each month that such payment has been
7 made. If the employee and the Union do not reach agreement on such matter, the Public Employment
8 Relations Commission (PERC) shall designate the charitable organization.

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

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

24 **ARTICLE 3: RIGHTS OF MANAGEMENT**

25 The management of the PAO and the direction of the work force is vested exclusively with
26 the Prosecuting Attorney subject to the terms of this Agreement. All matters not specifically and
27 expressly covered or treated by the language of this Agreement may be administered for its duration
28 by the Prosecuting Attorney in accordance with such policy or procedures as the Prosecuting

1 Attorney from time to time may determine; provided, that the Prosecuting Attorney will fulfill any
2 statutory obligation to bargain.

3 **ARTICLE 4: HOLIDAY ELIGIBILITY**

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

6 ***Section 2. Prorated and Alternate Work Schedule Holiday Accrual.*** Holiday benefits for
7 full-time and, part-time employees will be established based upon the ratio of hours to the
8 employee's regularly scheduled work day (not including overtime). For example: If a part-time
9 employee normally works four (4) hours per day in a unit that normally works seven (7) hours per
10 day, then the part-time employee would be granted four-sevenths of the holiday benefit allowed a
11 full-time staff member. FLSA non-exempt employees on flex or alternative work schedules shall be
12 allowed to adjust their schedules during a holiday week so as to be eligible for the holiday pay.
13 Employees on alternative work schedules/flextime (working nine days in ten) who take holiday time
14 off in excess of the seven (7) hours a holiday provides (or pro-rated portion of seven (7) hours for
15 part-time employees) shall make up the difference by working or, using accrued vacation time or
16 compensatory time.

17 ***Section 3. Work on Holidays.*** Work performed on holidays with the PAO's approval or at
18 the PAO's direction shall be paid at one and one-half (1-1/2) times the regular rate in addition to the
19 regular holiday pay.

1 **ARTICLE 5: VACATION LEAVE**

2 *Section 1. Vacation Accrual.* Benefit eligible employees shall receive vacation benefits as
3 provided in the MLA, Article 9 and 35, except as indicated below:

4

5 Beginning With Year	6 Ending With Year	7 Months of Service	8 Vacation Accrual Rate	9 Approximate Days Accrued Per Year (based on 2080 hours)
10 0	11 2	12 000 thru 024	13 0.0462 X Basis Hours	14 12
15 3	16 3	17 025 thru 036	18 0.0500 X Basis Hours	19 13
22 4	23 5	24 037 thru 60	25 0.0577 X Basis Hours	26 15
29 6	30 6	31 61 thru 72	32 0.0615 X Basis Hours	33 16
36 7	37 8	38 73 thru 96	39 0.0654 X Basis Hours	40 17
43 9	44 10	45 97 thru 120	46 0.0693 X Basis Hours	47 18
50 11	51 12	52 121 thru 144	53 0.0769 X Basis Hours	54 20
57 13	58 17	59 145 thru 204	60 0.0808 X Basis Hours	61 21
64 18	65 18	66 205 thru 216	67 0.0847 X Basis Hours	68 22
71 19	72 19	73 217 thru 228	74 0.0885 X Basis Hours	75 23
78 20	79 20	80 229 thru 240	81 0.0924 X Basis Hours	82 24
85 21	86 21	87 241 thru 252	88 0.0962 X Basis Hours	89 25
92 22	93 22	94 253 thru 264	95 0.1001 X Basis Hours	96 26
99 23	100 23	101 265 thru 276	102 0.1039 X Basis Hours	103 27
106 24	107 24	108 277 thru 288	109 0.1077 X Basis Hours	110 28
113 25	114 25	115 289 thru 300	116 0.1116 X Basis Hours	117 29
120 26	121 99	122 301 and up	123 0.1154 X Basis Hours	124 30

24 *Section 2. Prorated Accrual for Part-Time Employees.* Vacation accrual, including
25 maximum vacation accrual, for part-time employees will be prorated based on the employee's
26 regularly scheduled work day, (not including overtime). For example: If a part-time employee
27 normally works four (4) hours per day in a unit that normally works seven (7) hours per day, then the
28 part-time regular employee would be granted four-sevenths of the vacation benefit allowed a full-

1 time staff member with an equivalent number of years service.

2 **Section 3. Vacation Carryover and Forfeiture.** Employees hired on or before December 31,
3 2017, may carry over a maximum of 420 hours for full-time employees, and employees hired on or
4 after January 1, 2018, may carry over a maximum of 320 hours for full-time employee from one
5 calendar year to the next. Part-time employees maximum vacation leave carry over shall be prorated
6 to reflect his or her normally scheduled work day. Employees must use vacation leave in excess of
7 the maximum accrual amount on or before the last day of the pay period that includes December 31
8 of each year.

9 **Section 4. Vacation Cashout.** Part-time employees will be paid for unused vacation credits
10 prorated to reflect his or her normally schedule work day.

11 **ARTICLE 6: SICK LEAVE**

12 **Section 1. Accrual.** Benefit eligible employees shall accrue sick leave benefits as provided
13 in the MLA, Article 34, except as modified below.

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

16 **ARTICLE 7: LEAVES OF ABSENCE**

17 **Section 1. Bereavement Leave.** As provided in the MLA, Article 8.

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

19 **Section 3. Jury Duty.** Any employee eligible for leave benefits who is ordered on a jury
20 shall be entitled to his or her regular County pay; provided, that fees for such jury duty are deposited,
21 exclusive of mileage, with the Finance Division of the Department of Executive Services.

22 **Section 4. Military Leave.** As provided in the MLA, Article 2.

23 **Section 5. Organ Donor Leave.**

24 1. The Prosecuting Attorney shall allow benefit eligible employees who are
25 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
26 bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave
27 without having such leave charged to family leave, sick leave, vacation leave or leave of absence
28 without pay.

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

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

6 **Section 7. FMLA/KCFML.** As provided in the MLA, Article 11.

7 **ARTICLE 8: WAGE RATES**

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

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

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

18 **Section 3. Bilingual Premium:** The County agrees to pay \$50 per month for a bilingual
19 premium pursuant to the terms of the parallel working conditions agreement.

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 in the PAO. The PAO will continue to deduct twenty five
24 cents (\$0.25) per hour from the wages of each eligible employee and pay that money into the
25 WCTPT for the employee's first two years of qualifying employment with the PAO. If state or
26 federal law requires the PAO to deduct from or make payments with respect to the contributions
27 required hereunder, such contributions shall be reduced accordingly. To this end, the parties agree to
28 execute such documents effectuating this undertaking as may be necessary to give force and effect to

1 the PAO'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: INSURED BENEFITS, HRA AND VEBA**

11 As provided in the MLA, Article 25.

12 **ARTICLE 11: MISCELLANEOUS**

13 *Section 1. Reimbursement for Personal Transportation.* As provided in the MLA,
14 Article 24.

15 *Section 2. Transportation Benefits.* As provided in the MLA, Article 38.

16 **ARTICLE 12: GRIEVANCE PROCEDURE**

17 As provided in the MLA, Article 20.

18 **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

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

22 **ARTICLE 14: SAVINGS CLAUSE**

23 As provided in the MLA, Article 30.

24 **ARTICLE 15: WAIVER CLAUSE**

25 The parties acknowledge that each has had the unlimited right within the law and the
26 opportunity to make demands and proposals with respect to any wage or directly wage related matter
27 deemed a proper subject for collective bargaining. The results of the exercise of that right and
28 opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of

1 this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
2 subject or matter not specifically referred to or covered by this Agreement.

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

4 As provided under the MLA, Article 37.3.


5 **ARTICLE 17: INTRACOUNTY TRANSFER**

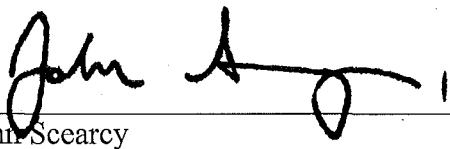
6 An employee of the County who transfers to the PAO subsequent to commencement of work
7 with the County shall, for purposes of computing employee benefits set forth in KCC 3.12 (i.e.,
8 holidays, vacations, sick leave, family care or death, leave of absence without pay, training, time off
9 for examinations,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

1 ARTICLE 18: DURATION

2 As provided under to MLA, Article 31.

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4 APPROVED this 14 day of MARCH, 2018.

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7 By: 
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9 King County Executive.

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15 _____
16 John Scearcy
17 Secretary-Treasurer
18 International Brotherhood of Teamsters Local 117
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2 ADDENDUM A
3 SALARY SCHEDULE

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

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16 **Salary Step Key:**

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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

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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 **Wage Step Provisions:**

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

8 **Salary on Promotion:** An employee who is promoted will be placed either in the first step of
9 the new salary range or at a step which is the equivalent of two (2) steps (approximately five percent
10 (5%)) more than the employee's former step, whichever is greater, but not to exceed the top step of
11 the new range.

12 **Salary on Position Reclassification:** As provided in the MLA, Article 14.2 and 14.4.
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