



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

**KING COUNTY – CLA APPENDIX 155
PROSECUTING ATTORNEY’S OFFICE**

September 15, 2025

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa. Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

AGREEMENT

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

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the PAO and the direction of the work force is vested exclusively with the Prosecuting Attorney 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; provided, that the Prosecuting Attorney will fulfill any statutory obligation to bargain.

1 **ARTICLE 4: HOLIDAY ELIGIBILITY**

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

4 ***Section 2. Prorated and Alternate Work Schedule Holiday Accrual.*** Holiday benefits for
5 full-time and, part-time employees will be established based upon the ratio of hours to the
6 employee's regularly scheduled work day (not including overtime). For example: If a part-time
7 employee normally works four (4) hours per day in a unit that normally works eight (8) hours per
8 day, then the part-time employee would be granted four-eighths of the holiday benefit allowed a full-
9 time staff member.

10 Whenever a holiday occurs during a comprehensive leave eligible employee's regularly
11 scheduled workday, and they receive the day off, the employee will receive compensation that
12 reflects their regularly scheduled workday for that holiday, including if the employee is on an
13 alternative work schedule (e.g., see also CLA 10.3 for holiday benefits for employees on regular 4/10
14 schedule or 9/80 schedule for example). Alternatively, FLSA non-exempt employees on flex or
15 alternative work schedules shall be allowed to adjust their schedules during a holiday week so as to
16 be eligible for the holiday pay. ~~Employees on alternative work schedules/flextime (working nine~~
17 ~~days in ten) who take holiday time off in excess of the eight (8) hours a holiday provides (or pro-rated~~
18 ~~portion of eight (8) hours for part time employees) shall make up the difference by working or, using~~
19 ~~accrued vacation time or compensatory time.~~

20 ***Section 3. Work on Holidays.*** Work may only be performed on a holiday with the PAO's
21 approval or at the PAO's direction. Work performed on holidays shall be paid at the contractual
22 overtime rate, as defined below in Article 9, in addition to the regular holiday pay.

23 ***Section 4. Indigenous Peoples' Day work for employees in FLSA Exempt positions.***
24 Employees in comprehensive leave eligible positions that are FLSA exempt and who are required to
25 work on Indigenous Peoples' Day will receive their normal pay for hours worked on the holiday, and
26 a maximum of (8) compensatory time hours (as defined by the Working Conditions CBA) added to
27 their accrual on the paycheck that includes the second Monday in October for a (40) hour workweek
28 employee. Part-time employees will receive pro-rated hours (e.g., an employee with a 20-hour a week

work schedule, who normally works 4 hours a day, will receive 4 hours of compensatory time). See also CLA Article 10 for other applicable terms for employees on alternative work schedules.

ARTICLE 5: VACATION LEAVE

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

Section 2. Vacation accrual rate table for comprehensive leave eligible employees¹:

<u>Beginning with Year</u>	<u>Ending with Year</u>	<u>Months of Service</u>	<u>Vacation Accrual Rate</u>	<u>Approx. Days Accrued Per Year</u>
<u>0</u>	<u>1</u>	<u>000 – 023</u>	<u>0.053892</u>	<u>14</u>
<u>2</u>	<u>2</u>	<u>024 – 035</u>	<u>0.057692</u>	<u>15</u>
<u>3</u>	<u>5</u>	<u>036 – 071</u>	<u>0.0615</u>	<u>16</u>
<u>6</u>	<u>7</u>	<u>072 – 095</u>	<u>0.0654</u>	<u>17</u>
<u>8</u>	<u>9</u>	<u>096 – 119</u>	<u>0.0693</u>	<u>18</u>
<u>10</u>	<u>11</u>	<u>120 – 143</u>	<u>0.0769</u>	<u>20</u>
<u>12</u>	<u>16</u>	<u>144 – 203</u>	<u>0.0808</u>	<u>21</u>
<u>17</u>	<u>17</u>	<u>204 – 215</u>	<u>0.0847</u>	<u>22</u>
<u>18</u>	<u>18</u>	<u>216 – 227</u>	<u>0.0885</u>	<u>23</u>
<u>19</u>	<u>19</u>	<u>228 – 239</u>	<u>0.0924</u>	<u>24</u>
<u>20</u>	<u>20</u>	<u>240 – 251</u>	<u>0.0962</u>	<u>25</u>
<u>21</u>	<u>21</u>	<u>252 – 263</u>	<u>0.1001</u>	<u>26</u>
<u>22</u>	<u>22</u>	<u>264 – 275</u>	<u>0.1039</u>	<u>27</u>
<u>23</u>	<u>23</u>	<u>276 – 287</u>	<u>0.1077</u>	<u>28</u>
<u>24</u>	<u>24</u>	<u>288 – 299</u>	<u>0.1116</u>	<u>29</u>
<u>25</u>		<u>300 +</u>	<u>0.1154</u>	<u>30</u>

<u>Beginning With Year</u>	<u>Ending With Year</u>	<u>Months of Service</u>	<u>Vacation Accrual Rate</u>	<u>Approximate Days Accrued Per Year (based on 2080 hours)</u>
<u>0</u>	<u>2</u>	<u>000 thru 024</u>	<u>0.0462 X Basis Hours</u>	<u>12</u>
<u>3</u>	<u>3</u>	<u>025 thru 036</u>	<u>0.0500 X Basis Hours</u>	<u>13</u>
<u>4</u>	<u>5</u>	<u>037 thru 60</u>	<u>0.0577 X Basis Hours</u>	<u>15</u>
<u>6</u>	<u>6</u>	<u>61 thru 72</u>	<u>0.0615 X Basis Hours</u>	<u>16</u>

¹ Change in vacation accrual table will occur prospectively on a pay period as determined by the County after the Ordinance Effective date and upon necessary payroll system updates. No retroactive vacation accrual will be provided as part of implementing the new vacation accrual table.

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 32. Prorated Accrual for Part-Time Employees. Vacation accrual, including maximum vacation accrual, for part-time employees will be prorated based on the employee's regularly scheduled work day, (not including overtime). For example: If a part-time employee normally works four (4) hours per day in a unit that normally works eight (8) hours per day, then the part-time regular employee would be granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent number of years of service.

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

Section 4. Vacation Cash out. Part-time employees will be paid for unused vacation credits

prorated to reflect their normally scheduled work day.

ARTICLE 6: SICK LEAVE

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

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

ARTICLE 7: LEAVES OF ABSENCE

Section 1. Paid and Unpaid Leaves. See [Coalition Labor Agreement Articles. For example, for illustrative purposes a few leave provisions are identified here.](#)

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

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

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

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

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

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

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

ARTICLE 8: WAGE RATES

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

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

Employees in such classifications who have not less than four (4) hours of their regular work shift falling between the hours of 4:30 p.m. and 7:30 a.m., shall receive compensation in addition to their base rate of pay for all scheduled hours worked during such shift at the rate of fifty five cents

(55¢) per hour; provided, that said additional compensation shall not apply to periods of paid absence such as holidays, vacation or sick leave, and overtime pay.

Section 3. Bilingual Premium. ~~As provided in CLA Article 40.~~

Section 4. Training Premium. An employee assigned in writing by management to be a primary trainer for a new employee(s) in the bargaining unit or a bargaining unit employee new to a PAO Division will receive a 5% premium above their base rate of pay subject to the terms of this provision. The training premium shall only apply if the assignment has been made in advance by management in writing (e.g., email) stating the duration of the training assignment and the scope of responsibility. Training assignments will be made in four-hour increments or full day work increments.

Training pay will not be offered for general orientation of new employees, mentoring, or when an individual is not being asked to perform primary trainer responsibilities. The training premium shall also not apply to employees whose primary job duty is training (e.g., LAP III Records "Lead" / Trainer) or if the employee is already in a working out of class or special duty assignment with a job responsibility to perform training.

Management may create, modify, or rescind a training assignment at any time with notice to the employee. ~~The County agrees to pay \$50 per month for a bilingual premium pursuant to the terms of the parallel working conditions agreement. The parties agree to participate in any coalition wide review of bilingual pay premiums. The goal of the review will be to identify consistent and equitable bilingual work and pay practices. The parties will endeavor to begin and complete this work in 2023 for successor CBA negotiations.~~

Section 5.4. Western Conference of Teamsters Pension Trust. The Employer agrees to continue to pay into the Western Conference of Teamsters Pension Trust (WCTPT) ~~twenty~~ fivetwenty-five cents (25¢) per compensated hour on behalf of each bargaining unit member who completes or has completed two (2) or more years of service in the PAO. The PAO will continue to deduct twenty five cents (\$0.25) per hour from the wages of each eligible employee and pay that money into the WCTPT for the employee's first two years of qualifying employment with the PAO. If state or federal law requires the PAO to deduct from or make payments with respect to the

contributions required hereunder, such contributions shall be reduced accordingly. To this end, the parties agree to execute such documents effectuating this undertaking as may be necessary to give force and effect to the PAO's agreement herein.

ARTICLE 9: CONTRACTUAL OVERTIME

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

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

All hours compensated shall be considered hours worked.

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

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

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

ARTICLE 10: INSURED BENEFITS, HRA AND VEBA

As provided in the CLA, Article 25.

ARTICLE 11: MISCELLANEOUS

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

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

ARTICLE 12: GRIEVANCE PROCEDURE

As provided in the CLA, Article 26.

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

As provided in the working condition contract, Article 12.

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

ARTICLE 14: SAVINGS CLAUSE

As provided in the CLA, Article 30.

ARTICLE 15: 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.

ARTICLE 16: WORKING OUT OF CLASSIFICATION

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

ARTICLE 17: INTRACOUNTY TRANSFER

An employee of the County who transfers to the PAO subsequent to commencement of work with the County shall, for purposes of computing employee benefits set forth in KCC 3.12 (i.e., holidays, vacations, sick leave, family care or death, leave of absence without pay, training, time off for examinations, military leave of absence, retirement and unemployment compensation), be entitled

1 to benefits in accordance with their starting date of employment with the County and not for the time
2 they began in the PAO. (For parallel provision, see Prosecuting Attorney Agreement,
3 Article 17.)

4 **ARTICLE 18: PARKING**

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

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7 For ~~International Brotherhood of~~ Teamsters Local 117:

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10 ~~John Seearcy~~Paul Dascher
11 Secretary-Treasurer

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13 For King County:

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16 Andre Chevalier~~Sasha P. Alessi~~
17 ~~Labor Manager~~
18 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 Trainer	49 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	Technology Services Analyst Desktop Support Specialist – PAO	56 5
007287	007287	Desktop Support Specialist Technology Services Analyst Senior – PAO	61 57
007253	007253	Desktop Support Specialist Lead – PAO	59

Teamsters Local 117

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

*Reclassification associated with the newly added IT classifications (Technology Services Analyst and Technology Services Analyst Senior) in Addendum B shall be effective January 1, 2026, for retroactive pay purposes.

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.

**Memorandum of Agreement
for Appendix 155 of the Coalition Labor Agreement
Teamsters Local 117
Prosecuting Attorney's Office
[155]**

**Subject: PAO New Classifications– Legal Administrative Professional III – (Records) and
Paralegal (MDOP)**

This Memorandum of Agreement (MOA) is entered into by and between King County (the County), the King County Prosecuting Attorney's Office (PAO) and the International Teamsters Local 117 (the Union).

Background:

1. The County, PAO, and Union are Parties to a collective bargaining agreement (CBA) effective from January 1, 2021, through December 31, 2025. This MOA arose in the context of reaching a tentative agreement on a successor CBA (2026-2028).

2. Currently included in Appendix 155 bargaining unit are PAO classifications Legal Administrative Professional (LAP) I, II, III and Paralegal I and II.

3. The purpose of this Memorandum of Agreement (MOA) is to confirm the PAOs intention to create two new classifications: one in the LAP series and one in the Paralegal series. The parties intend to accrete the new classifications into 155 Appendix once a wage rate has been established. The two new classification titles will be identified as Legal Administrative Professional III – Records and Paralegal (MDOP) Most Dangerous Offender Project.

Agreement:

1. The PAO will create two new classifications related to Legal Administrative Professional III – Records and Paralegal (MDOP) Most Dangerous Offender Project. Exact classification titles are to be determined and may be subject to modification based on content of the new classifications. Once the new classifications are developed, the County will share the content of the new classifications specifications with the Union and meet to discharge its bargaining obligations related to the wage rate.

2. The County will share the new classification titles with the Union and intends to enter into an accretion agreement that also specifies the impacted employees subject to reclassification.

3. This is the complete agreement between the parties with the goal of finalizing the new classifications and share with the Union by December 31, 2025.

4. The results of any wage adjustments associated with the creation of these new classifications shall be retroactive to January 1, 2026.

For the Local 117:

Paul Dascher

Date

Secretary-Treasurer

For King County:

Andre Chevalier

Date

Labor Relations Manager

Office of Labor Relations

King County Executive Office

For the King County Prosecuting Attorney's Office:

Hazel Johnson

Date

Director, Human Resources - PAO

King County Prosecuting Attorney's Office

1 NEW MOA RE. JOB RECLASSIFICATION PROCESS

2 PARALEGAL I POSITIONS IN DISTRICT COURT

3
4 The Parties agree to commence a reclassification process no later than thirty (30) days
5 following ratification of the new Agreement to review the District Court – Paralegal I
6 classifications. This process will be conducted in accordance with Article 26 – Job
7 Reclassification. The Parties shall endeavor to conclude this reclassification process by the end of
8 2025. Nonetheless, any reclassifications resulting from engaging in this process shall take effect
9 January 1, 2026.
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PROSECUTING ATTORNEY'S OFFICE

WORKING CONDITIONS

These Articles constitute an agreement, terms of which have been negotiated in good faith, between the King County Prosecuting Attorney, hereinafter referred to as "the Employer," and Teamsters Local 117, hereinafter referred to as "the Union".

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement and the parallel Agreement between the Union and King County is to promote the continued improvement of the relationship between the Prosecuting Attorney 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 employment relations with the Prosecuting Attorney and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units.

This Agreement sets forth the agreement of the parties on non-wage-related matters. Wage-related matters are covered in a separate but parallel Agreement between the Union and King County or the ~~Master~~ Coalition Labor Agreement between King County and King County Coalition of Unions. It is expressly understood by the parties that all Agreements are to be construed together.

ARTICLE 2: UNION RECOGNITION/PROBATION AND MEMBERSHIP

See Union Membership Article of the CLA, and the following:

Section 1. Recognition. The Prosecuting Attorney recognizes the Teamsters Local 117 as the exclusive bargaining representative for non-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 the Addenda attached to the King County (Economic) Agreement, 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 King County Code Section 3.12.010 and undergraduate work study student interns.

Section 2. Probationary Period. New employees shall serve a six (6) month probationary period. This period may be extended to a maximum of twelve (12) months by mutual consent of the Employer and the Union. Prior to the completion of the probationary period, a new employee may be discharged without recourse to the grievance procedure.

Section 3. Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The County agrees to deduct voluntary contributions from the paycheck of all employees covered by this Agreement in accordance with the following:

A. D.R.I.V.E. shall notify the County of the amount of compensation designated by each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar increments and calculated based on the employee's pay period. The County agrees to deduct from all employees covered by this Agreement their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full amount on behalf of the contributing employee, the County will not withdraw any funds for that pay period.

B. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.

C. The Union will indemnify, defend and hold the County harmless against

any claims made ~~and~~ against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

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; provided, that the Prosecuting Attorney will fulfill any statutory obligation to bargain. Any exercise of management's authority, discretion and/or decision-making authority as provided for under this agreement shall be informed by equity and fairness.

ARTICLE 4: HOLIDAYS

As a wage-related matter, holidays shall be determined by the separate ~~Master-~~ Coalition Labor Agreement (CLA) between King County and the King County Coalition of Unions.

ARTICLE 5: VACATIONS – ADMINISTRATION

Section 1. Good Faith Effort to Honor Vacation Requests Consistent with Operational Need. Consistent with past practice, the Prosecuting Attorney's Office will make a good faith effort to allow accrued vacation to be taken as requested with reasonable notice. However, if in the discretion of the Prosecuting Attorney, the time requested would impede the ability of the office to meet its obligations, the vacation time will be rescheduled. The allowable annual rate of

vacation accrual shall be determined by the separate but parallel Agreement between King County and the Union. A request to use accrued vacation time by a new employee will not normally be approved during the employee's probationary period. Vacation may be taken if the employee has a sufficient vacation balance at the time of the pre-approved scheduled vacation.

Section 2. No Work Permitted. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 3. Vacation Increments. Vacation may be used in one-quarter (1/4) hour increments.

Section 4. Vacation Leave Cap. As a wage-related matter, the Vacation Leave Cap shall be determined by the separate [Master-Coalition](#) Labor Agreement between King County and the King County Coalition of Unions.

ARTICLE 6: SICK LEAVE – ADMINISTRATION

Section 1. Sick Leave Accrual and Use. The allowable annual rate of sick leave accrual shall be determined by the separate but parallel Agreement between King County and the Union. Permissible purposes for the use of accrued sick leave shall also be determined by the separate Coalition Labor Agreement between King County and the King County Coalition of Unions.

Section 2. Reporting Requirement. Any sick leave absence request is to be reported by the employee to their supervisor. Any absence requests should be reported by text or email to the immediate supervisor as far in advance as practicable. Employees need not specify the reason for calling out, beyond stating that the employee is using sick leave. The employer shall not ask about the nature of the illness or the specific reason for the absence.

Section 3. Unscheduled and Scheduled Sick Leave. An employee may use sick leave for scheduled and unscheduled permissible purposes as set forth in RCW 49.46.210.

Section 4. Use of Vacation In Lieu of Sick Leave. After the first six (6) months of full-time service or equivalent, full-time regular and part-time regular employees shall be permitted to use vacation as an essential extension of used sick leave.

Section 5. Physician's Verification. Verification of illness by a licensed physician may be reasonably required for any sick leave absence exceeding three (3) consecutive days, as provided by law (inclusive of OLS temporary/emergency rules). If a physician's verification of illness is reasonably required it must include the date which the consultation occurred, and a statement as to when the employee is anticipated to return to work.

Section 6. Administrative Review and Corrective Action. Exhaustion of earned sick leave or use of leave without pay for sick leave may be cause for administrative review and/or corrective action, unless the employee has a legally-protected reason for the leave use.

Notwithstanding counseling and subject to progressive discipline requirements, employees who repeatedly run their sick leave account in the negative, for reasons that are not legally-protected, are liable to appropriate disciplinary action, including but not limited to termination.

Section 7. Failure to Supply Verification. Failure to submit a doctor's verification may constitute cause for disciplinary action, unless otherwise required by law.

Section 8. Family and Medical Leave. As a wage-related matter, Family and Medical Leave shall be determined by the separate but parallel Agreement between King County and the Coalition Labor Agreement between King County and the King County Coalition of Unions.

Section 9. Sick Leave Increments. Sick leave may be used in the same increments in which the employees are paid.

Section 10. Make-Up of Time for Medical Appointments. In lieu of utilizing paid sick leave, an employee may within the same work week make up no more than two (2) hours of time lost due to medical appointments. This method of time repayment must be approved in advance

by the employee's supervisor. No more than one-half (1/2) hour may be made up from a lunch period in any one day, and no break time may be utilized for this purpose.

Section 11. Leave for Volunteer Service. Employees may use up to three (3) days of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose must give reasonable notice to their supervisor. Supervisors will make a good faith effort to allow the time off. Employee's must provide written verification regarding volunteering for any non-profit except their child or grandchild's school. Verification can simply be an e-mail from the non-profit verifying the date of volunteer service.

ARTICLE 7: LEAVES OF ABSENCE

Section 1. Bereavement Leave. As a wage-related matter, bereavement leave shall be determined by the separate Coalition Labor Agreement between King County and the King County Coalition of Unions.

One day of sick leave may be used to attend memorial services for a close relation not covered under the bereavement policy.

Any additional paid leave may be approved by Human Resources.

Section 2. Donated Leave. As a wage-related matter, Donated Leaves shall be determined by the separate Coalition Labor Agreement between King County and the King County Coalition of Unions with the exception of Sections 6.3, 6.6 D., 6.8 B., 6.9, 6.10 and 6.11 of the CLA, and the following:

A. PAO employees may only receive donated leave from another PAO employee. PAO employees are allowed to donate leave to an employee working in other County agencies providing approval from that agency.

B. Any donation must be approved by Human Resources. Sick leave donations are only approved for very serious health conditions. Very serious health conditions include, but are not limited to, an injury, impairment, or extended illness that is serious, catastrophic or unforeseen.

C. If a request for donated leave is denied, both the employee intending to donate and the employee intending to receive the donation shall be notified in writing of the reasons for the denial.

Section 3. Jury Duty. (Per Article 5 of the CLA).

Section 4. Military Leave. As a wage-related matter, Military Leave shall be determined by the separate Coalition Labor Agreement between King County and the King County Coalition of Unions.

Section 5. Organ Donor Leave. (See Article 36 of CLA).

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

Section 7. Sabbatical/General Leave of Absence. Employees may request to take a General Leave of Absence without pay. The PAO will make a good faith effort to approve providing that we can meet our business needs. The PAO will pay for the benefits package for up to twelve months for employees who have been employed by the PAO for ten or more years. The employer may, at their discretion, backfill the vacancy with a special duty assignment.

ARTICLE 8: WAGE RATES

As a wage-related matter, wage rates shall be determined by the separate but parallel Agreement between King County and the Union.

Section 1. Callback. A minimum of four (4) hours at overtime rate shall be allowed for each callback of an hourly employee. A call back is defined as circumstances where an employee has left the work premises and is subsequently required to report back to the work premises prior to their next regular shift. Shift extensions do not constitute “callbacks”. Scheduled training shall not be considered a “callback” when training is scheduled within one hour of the beginning or end of the employee’s work shift. Changes to hours of work due to training shall be in compliance with Article ~~18~~17, Section ~~34~~of this Agreement. Where such callout exceeds four (4) hours, the actual hours worked shall be allowed at overtime rates.

A minimum of two (2) hours at the overtime rate shall be paid for each telework callback of an hourly employee.

Section 2. Overtime Authorization. All overtime shall be authorized in advance by the staff supervisor or Human Resources.

Section 3. Compensatory Time. As an alternative to payment of overtime in accordance with this Article and the parallel provision of the King County Agreement, compensatory time off may be granted with pay for work performed either on a previously authorized overtime/comp-time basis or for work performed on a holiday which is normally scheduled as a day off. Such compensatory time shall be granted on the basis of time and one- half (1 ½) for all hours worked in excess of eight (8) compensated hours in one (1) day-, exclusive of the lunch period, or forty (40) compensated hours in one (1) week. Granting of compensatory time shall be in accordance with the following procedures:

A. No compensatory time shall be granted unless either the work in excess of normal hours was approved by the supervisor in advance of the time worked or, in exceptional circumstances, the emergency work is reported and approved by the supervisor after being worked.

- B. No compensatory time may be used without having first accrued it.
- C. No more than forty (40) hours of compensatory time may be accumulated at any time unless it has been approved by Human Resources. When an employee has reached forty (40) hours of compensatory time, the employee shall be paid overtime for any hours compensated in excess of their regular schedule.
- D. Compensatory time will be tracked in the PeopleSoft time keeping system.
- E. 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.

Section 4. Work-Related Telephone Calls. Employees are not expected to share their personal telephone numbers with their DPAs or other staff. Similarly, they are not expected to take their work assigned cellular phones home (or answer their work assigned cellular phones after hours while teleworking). In the rare instance when employees do perform work outside of regular work hours, the employee can work with their supervisor to make-up the time worked by leaving early, coming in late or extending a lunch or other break. This must be approved by the supervisor.

Section 5. Flex schedules and telecommuting. Flex schedules and/or telecommuting requests will be considered by the PAO. If such a request is denied by the PAO, the PAO will respond in writing to the requester and the Union with the legitimate business reason for the denial.

Section 6. Safety. Employees who telecommute are responsible for working safely and will work with Safety and Claims Management to process a worker's compensation claim for work-related illnesses or injuries while telecommuting. The Prosecuting Attorney's Office shall assist and support all employees in maintaining a safe and ergonomically appropriate working

environment. Employees should notify their supervisor if they have ergonomic or safety related home office concerns. Notwithstanding Article 17, employees may choose to shorten or waive their meal periods in order to reduce exposure or risk associated with safety concerns.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

As an economic matter, health and welfare benefits shall be determined by the separate but parallel Agreement between King County and the Union.

ARTICLE 10: MISCELLANEOUS

Section 1. Limitation on Temporary Employees. Temporary employees shall not be used to supplant the regular employees in the bargaining unit.

Section 2. Safety and Security. The Employer recognizes that legitimate concerns about physical security of employees and their personal property should be addressed. Accordingly, the Employer agrees to discuss from time to time as the Union may request any employee concerns regarding security procedures or facilities design throughout the several locations of the Employer's work areas.

Section 3. Labor Management-~~Panel~~ Committee. The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that it is desirable to provide for employee participation in the management decision-making process. To accomplish this objective, the Employer and the Union agree to establish a panel to meet periodically for the purpose of assisting in the development of management initiatives, commenting on management issues and improving communication. This panel shall be comprised of duly authorized representatives of the Union, in a number up to the number of shop stewards authorized under this Contract, and representatives of management, in a number no greater than the number of

representatives the Union is authorized to designate. These periodic meetings shall occur at least quarterly unless the Employer and the Union agree otherwise. Nothing herein abridges the rights and responsibilities contained in Articles 2 and 3 of this Agreement.

Section 4. Training.

A. The Employer agrees to fund \$5,000 annually for administrative staff training during the course of this Agreement. The program will be overseen by the Human Resources Director and administered through the Labor Management Committee (LMC) training sub-committee.

B. In the interest of developing and supporting additional career advancement opportunities among its workforce, the Employer shall make a good faith effort to dedicate scheduled work time to allow for training and continuing education upon request by the employee.

C. **Steward Training:** Union stewards shall be provided at least one (1) day of release time without loss of pay to participate in the steward training programs sponsored by the union and/or County. Stewards should make arrangements for time off with their supervisor in advance of the training.

Section 5. Union Notification. (See Article 20 of CLA).

ARTICLE 11: GRIEVANCE PROCEDURE AND DISCIPLINE

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

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

discrimination or reprisal in seeking adjudication of their grievance.

This Article does not apply to the suspension or dismissal of employees still in their probationary period.

Section 1. Definition.

Grievance -- An issue raised by an employee relating to the interpretation of rights, benefits, or conditions of employment as contained in this Agreement.

Section 2. Procedure.

Step One -- A non-wage-related grievance shall be presented verbally or in writing by the aggrieved employee, and up to two (2) representatives of the Union if the employee so desires, within thirty (30) calendar days of the Union becoming aware of such grievance, to the appropriate supervisor. That supervisor shall gather all relevant facts and shall attempt to resolve the matter and notify the employee within thirty (30) calendar days. If a grievance is not pursued to the next higher level within thirty (30) calendar days, it shall be presumed resolved.

Step Two -- If, after thorough discussion with the appropriate supervisor, the grievance has not been satisfactorily resolved, the employee and representative(s) of the Union shall reduce the grievance to writing and present it to Human Resources Director. The Human Resources Director shall schedule a meeting within thirty (30) calendar days of receiving the written grievance to discuss the matter with the employee and the representative(s) of the Union. The Human Resources Director shall make their written decision available to the aggrieved party and the representative(s) of the Union within thirty (30) working days of the meeting. If the grievance is not pursued to ~~the~~ Step Three within thirty (30) working days of the date of the Human Resources Director's written decision, it shall be presumed resolved. If the grievance is not resolved at this step, the Union may request mediation or arbitration of the grievance within thirty (30) days of

completion of Step Two of the grievance process. The request for mediation or arbitration must be made in writing to the Prosecuting Attorney.

Mediation – The Prosecuting Attorney and the Union will have thirty (30) calendar days from the mediation request date to schedule a mediation date. The Prosecuting Attorney and the Union shall mutually agree upon a mediator. Any resolution reached in mediation shall be binding on the parties and, unless specifically agreed otherwise, not form a precedent for similar issues. Matters not resolved in mediation may be referred to arbitration. The Prosecuting Attorney and the Union shall each bear the cost of its own presentation and shall bear equally the fees and cost of the mediator. The parties will have thirty (30) calendar days from the conclusion of mediation to make a written request for arbitration.

Step Three -- If the decision of the Human Resources Director or mediation does not resolve the grievance to the satisfaction of the Union, the Union may file with the Prosecuting Attorney a Notice of Intent to Request Arbitration. This Notice shall specify the reasons the Union is dissatisfied with the decision of Human Resources Director. The Prosecuting Attorney may modify the decision of the Human Resources Director. Grievances at Step Three must be processed through the Union. If, within thirty (30) calendar days after the Union files a Notice of Intent to Request Arbitration, the Prosecuting Attorney has not modified the decision of the Human Resources Director to the satisfaction of the Union, the Union may proceed to Step Four. Letters of Reprimand may only advance to Step Three.

Step Four -- If the grievance is not resolved to the satisfaction of the Union at Step Three, the Union may request arbitration. If the Union does not request arbitration within thirty (30) calendar days of being entitled to proceed to Step Four, the grievance shall be deemed resolved. If the Union decides to proceed to Step Four, the Union must specify the provision(s) of this

agreement that were allegedly violated. Grievances at Step Four must be processed through the Union. The Union and the Employer shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of eleven (11) arbitrators furnished by PERC. The Union and the Employer will first try to agree upon an arbitrator. If agreement cannot be reached, the arbitrator will be selected from the list by both the Employer and the Union, beginning with the employer on matters where the burden of proof lies with the Employer (disciplinary) and beginning with the Union on matters where the burden of proof lies with the Union (contractual), each alternately striking a name from the list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

No matter may be arbitrated that the Employer by law has no authority over, that the Employer, by law, has no authority to change, or that has been delegated to any civil service commission or personnel board as defined in RCW 41.56.

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

Section 3. Just Cause and Notice of Discipline. The Employer shall not discipline a non-probationary employee for other than just cause. The Employer will provide the Union Staff Representative with a copy of the disciplinary letter at the time that it is issued.

Section 4. Right to Representation. In the event the Employer requires an employee to attend a meeting for purposes of discussing matters that could lead to discipline, the employee will be advised in advance of the subject matter of the meeting, and their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation.

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

Section 6. Sunset Clause. Letters of reprimand shall not be used for progressive discipline after a period of ~~twenty-four~~eighteen (2418) months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the ~~twenty-four~~eighteen (2418) months. If the employee receives a second Letter of Reprimand for the same reason after the ~~twenty-four~~eighteen (2418) months, the second letter will not have a Sunset Clause.

ARTICLE 12: EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, marital status, sexual orientation or identity, or any sensory or physical ~~handicap~~ disability.

ARTICLE 13: 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.

ARTICLE 14: 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 matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement and in the separate but parallel Agreement between the Union and King County. Therefore, the Prosecuting Attorney 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.

ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION AND SPECIAL DUTY ASSIGNMENTS

Section 1. Working-Out-Of-Class.

A. Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than 30 consecutive calendar days. Employees working-out-of-classification may not be required to perform all the responsibilities of the higher-level classification, and therefore may continue to perform some of the responsibilities of their base position.

B. Working-out-of-classification assignments must occur in full day/shift increments.

C. While working-out-of-classification, the employee will receive a five percent (5%) working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the five percent (5%) premium. Paid leave (e.g. vacation, sick, executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's base position (without the five percent (5%) pay premium).

D. If a working-out-of-classification assignment exceeds twenty-nine (29) consecutive calendar days, the assignment will be converted prospectively to a special duty assignment.

Section 2. Special Duty Assignment.

A. An employee selected to work in classification for thirty (30) or more days and the preponderance of duties performed are in the higher classification in order to qualify. This is generally to back-fill a regular position when an employee is absent due to family or medical reasons.

B. Special Duty assignments shall not last more than five (5) years.

C. Special Duty assignments must be approved in advance by Human Resources.

D. As a wage-related matter, the pay for Special Duty Assignments shall be determined by the separate Coalition Labor Agreement between King County and the King County Coalition of Unions. For reference, an employee on special duty will be placed at the first step of the special duty classification pay range or be given a flat five percent (5%) above the employee's base rate of pay, whichever is higher. Paid leave (e.g. vacation, sick, compensatory, bereavement) while on a special duty assignment shall be at the employee's special duty pay rate.

Section 3. Training. Employees in a training capacity may be assigned work normally performed by a higher classification, except they will not be placed in a training capacity to circumvent the intent of Section 1 of this Article. An employee assigned in a training capacity shall be under the supervision and guidance of their immediate supervisor and shall not be in the training position for more than thirty (30) consecutive, normal working days. Employees will be paid training premium in accordance with Article 8 in the separate but parallel Agreement between the Union and King County.

ARTICLE 16: INTRACOUNTY TRANSFER

Intracounty transfers are governed by the separate but parallel Agreement between King County and the Union.

ARTICLE 17: HOURS OF WORK

Section 1. Workweek. The standard work week shall normally consist of five (5) consecutive standard ~~work days~~workdays not to exceed eight (8) hours each and not to exceed

forty (40) hours per week and shall normally be scheduled Monday through Friday. The core business hours each day are normally ~~be~~ between 8:30 a.m. and 4:30 p.m. The Employer shall provide notice to the Union upon any employee's being regularly assigned to hours of work that differ from these hours.

Section 2. 35-Hour Workweek. Pursuant to a long history of the bargaining unit performing their work within a full-time thirty-five (35) hour workweek, and in recognition of the need to preserve the option of a thirty-five (35) hour workweek going forward, the PAO agrees that no request for an alternative work schedule will be unreasonably denied. Decisions to grant or deny such requests will be informed by equity and fairness. Furthermore, PAO hereby acknowledges that a thirty-five (35) hour workweek is presumptively reasonable and workable for all classifications within the bargaining unit. If the request is not approved, the Employer shall provide written notice to the employee of the reasons why the request for an alternative work schedule was not approved. Thirty-five-hour workweek requests are not subject to Section 3 below.

Section 3. All Other Alternate Work Schedules. The Employer agrees that alternative work schedules for individual employees and employee groups within the bargaining unit should be reasonably considered where appropriate and viable, subject to the following general conditions:

- A. Assignment of individual employees to such alternative work schedules is dependent on bona fide conditions such as: (i) coordination with attorneys and supervisors; (ii) established hours of department operation and requirements of client/victim service; (iii) the needs of clients, members of the public and the private bar; (iv) departmental ability to provide coverage for vacation and other absence; (v) reasonable needs for a test period; (vi) other requirements associated with the legal representation of

the County.

B. The parties understand that not all individual employees and employee groups work in positions that are conducive, pursuant to the conditions described in Section 3 (A) above, to alternative work schedules. An employee who wishes to work an alternative work schedule shall provide a written request to the employee's supervisor and a copy to the Human Resources Director. Should the Employer approve the request for an alternative work schedule, the employee shall sign a letter of agreement stating the specific terms of the alternative work schedule. If the request is not approved, the Employer shall provide written notice to the employee of the reasons why the request for an alternative work schedule was not approved. All requests will be reasonably considered by management.

C. As a general rule, no individual employee alternative work schedule commencing prior to 7:30 a.m. or concluding after 5:30 p.m. will be approved.

Only compliance with the procedural requirements of this Section, Article 178, § 32, shall be subject to grievance pursuant to Article 112 of this Agreement. If a grievance regarding the work schedule of an employee or group of employees reaches Step Four of the grievance procedure, the authority of the arbitrator shall be limited to requiring compliance with the procedural requirements of this section. Decisions regarding the availability of alternative work schedules shall not be subject to grievance and shall remain within the sole discretion of the Prosecuting Attorney.

Section 4. Notification of Changes. The Employer must give at least five (5) days' notice of work hour changes unless the Employer and employee mutually agree to the change. Otherwise, all times worked, other than established schedules, shall be at the appropriate overtime rate.

Section 5. Rest and Meal Periods.

A. Rest Periods. Employees will be allowed rest periods of fifteen (15) minutes for each one-half (1/2) shift ~~o~~-worked at or near the middle of each one-half shift. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half shift worked, scheduled rest periods are not necessary. If the employee is unable to take the rest period due to work requirements in Court, the employee may make arrangements with their supervisor to take fifteen (15) minutes or the unused break time sometime during the same workweek. Time can be taken in the following manner: late arrival, early departure or an extension of the employee's break or lunch period.

B. Meal Periods. Employees will take their lunch breaks near the middle of their work day. If the demands of work are such that the employee cannot take their meal break during the middle of their work day, the employee will be allowed to take an earlier or later meal break that same day. The PAO is committed to employees receiving their meal periods. If the employee is unable to take at least a thirty (30) minute meal period (due to work requirements, the employee shall notify their supervisor as soon as reasonably possible to make arrangements to take the unused meal period sometime during the same work week. With supervisor approval, time can also be taken in the following manner: late arrival, early departure or an extension of the employee's break or lunch period. If the employee is unable to make up the time in the same workweek, the employee shall receive compensation and/or compensatory time pursuant to Article [98](#), Section 3. The employee and supervisor will agree to either a thirty (30) minute or sixty (60) minute meal period depending on the wishes of the employee and business needs of the work unit.

C. Request to Waive Meal Periods. As provided under RCW 49.12.187, if

any employee chooses to waive their meal period, the PAO may agree to it. Employees who choose to waive their meal period as a general practice must make a request in writing to their supervisor. The supervisor may deny the request if waiving the meal period interferes with business needs. For example, a receptionist position that requires the front desk be open until a certain time. Employees who generally waive their meal period may at any time request the meal period. If, at some later date, the employee wishes to receive their meal periods regularly, any agreement would no longer be in effect. Employees may not waive their rest periods and if they are unable to take their rest periods they must notify their supervisor.

ARTICLE 18: PROMOTIONAL OPPORTUNITIES AND TRANSFERS

Section 1. Promotional Opportunity Consideration. The parties agree that it is beneficial to provide for promotional opportunities for members of the bargaining unit. Therefore, the Employer will:

A. Interview and consider qualified non-probationary current and former (having worked in the bargaining unit within the previous twelve (12) months) bargaining unit members who have expressed interest ~~in Range 38 level positions or above~~ prior to hiring other applicants from outside the PAO.

B. All regular, term-limited temporary and special duty positions will be posted for a minimum of ten (10) calendar days. These opportunities will identify a closing date and will be shared with the employees and the Union via email. If a member of the bargaining unit returns from vacation or approved leave and expresses interest after the position closes, application materials will be accepted late within two (2) business days of their return, until interviews commence.

C. A member of the bargaining unit will serve on the interview panel. It is at the supervisor's discretion to choose who will sit in on the interview panel. Every effort will be made to ensure the panel consists of the same individuals for all applicants.

D. Provide, as funding allows, for ongoing training opportunities to facilitate promotional opportunities.

E. Periodically review testing procedures with the Labor Management Committee, as established through Article ~~42~~10, § 3 of this Agreement, to ensure they are fair and equitable.

F. The supervisor conducting the promotional interview will work in conjunction with the current supervisor and human resources to provide constructive feedback to the unsuccessful applicants. If the candidate is not satisfied with the feedback received, they shall be able to meet, upon request, with the supervisor and human resources to learn the reasons they were not promoted. The goal of the review is to provide suggestions for improving the likelihood of selection in the future.

Section 2. Decisions Not Grievable. Decisions regarding promotion or hiring, and decisions regarding the allocation of funding for training, shall not be grievable pursuant to Article ~~42~~11 of this Agreement. Only compliance with the procedural requirements of this Article shall be subject to grievance pursuant to Article ~~42~~11 of this Agreement. If a grievance reaches Step Four of the grievance procedure, the authority of the arbitrator shall be limited to requiring compliance with the procedural requirements of this Article. Decisions regarding the promotion or hiring of employees and decisions regarding the allocation of funding for training shall remain at the sole discretion of the Prosecuting Attorney.

Section 3. Reallocation of Positions. In the event that the Prosecuting Attorney reallocates a position from one work unit to another work unit, the Prosecuting Attorney will first solicit and

consider volunteers from the affected work unit. In the event that there are no volunteers or insufficient volunteers, the Prosecuting Attorney, shall normally reassign employees from the affected work unit by inverse order of seniority within classification, except when in the judgment of the Prosecuting Attorney, the application of seniority alone would adversely impact the operation of the particular work unit, then the decision will be based on the legitimate business needs of the Prosecuting Attorney.

Decisions regarding the reallocation of positions shall not be grievable pursuant to Article ~~12~~11 of this Agreement. Only compliance with the procedural requirements of this Article shall be subject to grievance. If a grievance reaches Step Four of the grievance procedure, the authority of the arbitrator shall be limited to requiring compliance with the procedural requirements of this Article.

Section 4. Probation when Promoted or Transferred. An employee who is promoted to a higher classification or transfers to a lateral position, shall serve a probationary period of six (6) months. In the event such lateral move is in the same Division and Unit, the probationary period shall last no more than three (3) months. This probation shall only be applicable to the employee's ability to adequately perform the duties of the position promoted or transferred to, and shall not affect any other rights or benefits the employee enjoys under the terms of this Agreement, the CLA or King County policy. In the event the employee does not successfully complete the probationary period, the employee will be returned to their previously held position if available, and if not available then to an equivalent position.

ARTICLE 19: BULLETIN BOARDS, ~~AND~~ E-MAIL COMMUNICATION, ~~AND~~ UNION ACCESS

Section 1. Bulletin Boards. The Employer agrees to permit the Union to post on Union

bulletin boards, the announcement of meetings, election of officers and any other material. All such posted material shall be ~~stamped~~ marked so as to identify it as official Teamsters Local 117 information.

Section 2. Electronic Devices. The Prosecuting Attorney will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to King County. These communications will be consistent with state law and the PAO's technology policies. In no circumstance shall use of the County's equipment or systems interfere with PAO operations, or result in additional expense to the PAO. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

Section 3. Union Access. Authorized agents of the Union shall have reasonable access, consistent with Criminal Justice Information Services (CJIS) requirements, to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

ARTICLE 20: REDUCTION IN FORCE/LAYOFF, REHIRES

Section 1. An employee's seniority date for purposes of layoff and rehire is their first date of employment with the Prosecuting Attorney's Office, reduced for any time spent outside the Prosecuting Attorney's Office. Employees laid off as a result of work and/or a shortage of funds shall normally be laid off according to their seniority within classification and within the Prosecuting Attorney's Office, except when in the judgment of the Prosecuting Attorney, the application of seniority alone would adversely impact the operation of the particular work unit,

then ability and skill may be the determining factor. The Union may grieve such lay-off decision directly in accordance with Step Three of the grievance procedure as provided in § 2 of Article ~~12~~11, provided however, that at any such lay-off grievance proceeding the decision of the Prosecuting Attorney shall be accorded a presumption of correctness, which presumption may only be overcome by a showing of a preponderance of the evidence.

Section 2. Employees laid off shall be recalled in the inverse order of layoff, namely, those laid off last will be recalled first.

Section 3. Prior to any layoff all employees other than permanent employees of the Prosecuting Attorney's Office shall be removed from the payroll first. This shall include temporary and probationary employees.

Section 4. In order to review and comment on the proposed reduction in workforce before final decisions are made, the Prosecuting Attorney agrees to notify the Union at least four (4) weeks in advance, in writing, of any proposed reduction in force. Such notice shall include the name, classification and ~~hire-in-date~~dates of hire of all such employees scheduled to be laid off. The notice shall also include any identified positions for which the employee(s) scheduled to be laid off is/are eligible to bump into. Displacement (bumping) shall generally meet the following criteria:

- A. The identified position to be bumped is the least senior employee in the job classification into which the employee is eligible to bump;
- B. The job classification of the identified position to be bumped is at a pay range equal to or lower than the position that was eliminated by the reduction in force; and
- C. Employees who bump to a lower classification will be placed at the step nearest to or equal to their current salary or Step Ten (10) of the new classification if their salary before the bump was higher than Step Ten (10).

Section 5. A former employee who was laid off due to lack of work or funds may be reemployed in their former classification, in a similar classification for which they are qualified, in a lower classification within the same series, or in any other classification reasonably deemed appropriate by the Employer's Human Resources ~~Manager~~Director. Recall rights of a laid-off employee shall expire two (2) years from the date of layoff. Should such person refuse appointment to a position in their former classification or at the same rate of pay during the two (2) year period, they shall forfeit all recall rights gained under this section.

Section 6. Employees laid off from the Prosecuting Attorney's Office shall be entitled to career counseling services offered through the Referral and Placement Program of King County's Career Support Services.

Section 7. Information Technology Seniority. Seniority for layoff and recall of employees in classifications in Addendum B of the Economics Agreement shall be calculated as a person's continuous length of service in the bargaining unit reflected in the bargaining unit of the Economics Agreement. These classifications are not eligible to bump into the classifications listed in Addendum A of the Economics Agreement nor would those classifications in Addendum A of the Economics Agreement be eligible to bump into classifications listed in Addendum B of the Economics Agreement.

ARTICLE 21: SHOP STEWARDS

The Union shall have the right to appoint shop stewards. Shop stewards may conduct reasonable representational responsibilities including attending grievance, Weingarten and Loudermill meetings during the employee's regular scheduled shift, without a loss of pay.

ARTICLE 22: CONTRACTING OUT

The King County Prosecuting Attorney's Office shall not contract out work which the members of the bargaining unit have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the King County Prosecuting Attorney's Office shall provide notice to the Union of its intent to contract out. Under no circumstance shall the King County Prosecuting Attorney's Office agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the King County Prosecuting Attorney's Office has historically contracted out, and no jobs will be eliminated due to contracting out. Employees outside of the bargaining unit may be temporarily assigned to work within the bargaining unit for a period not to exceed nine hundred and ten (910) hours. Term limited temporary ("TLT") employees will only be utilized to perform bodies of work that are in fact term limited and temporary in nature. Term limited promotions above Range 38 will be advertised to bargaining unit members per Article ~~19~~18, Promotional Opportunities.

ARTICLE 23: PUBLIC DISCLOSURE REQUEST ~~PUBLIC DISCLOSURE REQUEST~~

When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public disclosure request, the Employer will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public disclosure request for personal information for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

ARTICLE 24: BILINGUAL PREMIUM PAY (See Article 40 of CLA)

~~Employee(s) who are substantially bilingual and are requested by management to use their skills in a language other than English in the performance of their work duties will be paid a bilingual premium of fifty dollars (\$50.00) per month. This assignment will be renewed annually and may be terminated at any time.~~

~~Such employee(s) will be required to demonstrate their bilingual ability, but are not required to be certified by the State of Washington as a translator/interpreter. The PAO retains the right to contract for translators/interpreters as appropriate. It is understood by all parties that the work performed by the bilingual speaker provided for under this Section shall not supplant the work of Court Certified Interpreters/Translators. The parties agree to participate in any coalition-wide review of bilingual pay premiums. The goal of the review will be to identify consistent and equitable bilingual work and pay practices. The parties will endeavor to begin and complete this work in 2023 for successor CBA negotiations.~~

ARTICLE 25: AUTOMATIC VEHICLE LOCATION SYSTEM USE POLICY

The “Automatic Vehicle Location System Use Policy”, as amended, shall apply to all employees with the following modifications or additions:

A. AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.

B. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant

employees shall be so notified in advance.

C. The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to suspect that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action, e.g.i.e., no fishing expeditions.

D. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data, upon request before conducting an investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.

E. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

F. All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union employee, for response pursuant to the department's policies and procedures.

ARTICLE 26: JOB RECLASSIFICATION

1. Reason:

A. An employee or a group of employees may request a position to be reclassified for the following reasons:

(1) An employee's position is not assigned to the appropriate job classification; or

(2) A significant or gradual change in an employee's on-going duties or responsibilities over a period of at least one-year; or

(3) Reorganization causes the duties of a position to change.

B. An employee is not eligible to submit a reclassification request if it has been less than twelve (12) months since the date of a previous classification determination for the position, or

(1) the employee is on probation; or

(2) the employee is on a Performance Improvement Plan; or

(3) the employee is asking for a reclassification for a special duty position.

C. Group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division. Group reclassifications should be addressed during small table negotiations. Human Resources will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their Section 5 rights under this Article (Reconsideration of a Classification Decision).

2. **Probation Upon Reclassification.** There shall be no probationary period following a reclassification.

3. **Consideration of a Classification Decision.** An employee or a group of employees ~~has thirty (30) calendar days to~~may submit a request for ~~reconsideration of a~~

~~classification decision~~reclassification to the Human Resources Director. An employee must request ~~reconsideration~~reclassification prior to filing an appeal. ~~Failure to request reconsideration to the Human Resources Director in thirty (30) calendar days shall be considered as acceptance of the reclassification decision.~~ A group may fill out one request for all included individuals, or one or more of the employees may submit individual requests for ~~reconsideration~~reclassification.

3.4. Appeal of a Classification ~~Reconsideration~~ Decision.

A. An employee or a group of employees has thirty (30) calendar days to appeal the ~~reconsideration~~reclassification decision. The timeline would begin from the date of the reclassification decision~~verification of receipt outlined in Section 5 above.~~

B. The employee or a group of employees may appeal the decision to the designated three person panel composed of one member from Compensation and Classification Services (CCS), one member of PAO Management or Human Resources and one member of the labor-side of the Labor-Management Committee. Please note: The panel designees from management and labor should not be directly managing or representing the employee(s) seeking an appeal. The appeal shall be filed in writing to the Human Resources Director in order to initiate this process. Once initiated, the designated panel would convene a meeting in a similar manner to how classification reconsideration panels are presently conducted. This is an informal process that will allow the employee to present information that they believe shows that the majority of the work they are currently performing is the work of a different classification than the one they ~~were reclassified to~~are currently designated. If management presents any information to the panel, it would be in this meeting, in the presence of the employee to allow the employee to a) know management's position, and b) to rebut what is presented by management. The

panel's decision would be final.

C. Failure to submit an appeal to the Human Resources Director for panel consideration within thirty (30) calendar days shall be considered as acceptance of the ~~reconsideration~~ reclassification decision.

4.5. **Notification of Reclassifications and Requests.** The Union shall be notified of any and all reclassification requests and/or decisions impacting their bargaining units.

ARTICLE 27: DURATION

This Agreement and each of its provisions shall become effective upon complete ratification by the parties and shall continue in force and effect from January 1, ~~2026~~ 2021 through December 31, ~~2024~~ 2028.

The effectiveness of this Agreement is expressly dependent on the consummation by all formal requisite means of the parallel Agreement between the Union and King County.

APPROVED this

Daniel T. Satterberg 8/7/2022

~~DANIEL T. SATTERBERG~~

Leesa Manion

Prosecuting Attorney

8/16/2022

John Searcy

~~JOHN SCEARCY~~ Paul Dascher

Secretary-Treasurer

Teamsters Local No. 117