



## ***Fully Recommended Settlement Offer***

By and Between

**TEAMSTERS LOCAL UNION NO. 117**

And

**KING COUNTY – PAO (WORKING CONDITIONS)**

**June 2022**

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***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.*

**\*Only Articles with changes are included in this document.\***

**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.

~~All employees covered by this Agreement who are probationary shall, by the thirtieth (30<sup>th</sup>) day following employment, become and remain members in good standing in the Union as hereafter set forth.~~

**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. Union Security.** It shall be a condition of employment that all regular, full-time or covered part-time employees described in the Addenda attached to the King County (Economic) Agreement who are members of the Union on the effective date of this Agreement, shall remain members in good standing or tender such dues and initiation fees as are customarily paid by members to the Union, or in the case that Union membership by an employee violates the employee's bona fide religious beliefs, such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity, or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payments are made.~~



~~It shall also be a condition of employment that regular, full-time or covered part-time employees hired into one of the classifications listed in the Addenda to the King County (Economic) Agreement on or after this Agreement's effective date shall, by the thirtieth (30<sup>th</sup>) day following such employment, become and remain members in good standing in the Union or tender such dues and initiation fees as are customarily paid by Union members to the Union, or to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payments are made.~~

~~**Section 3. Union Membership Dues and Fees** — All employees covered under the terms of this Agreement may voluntarily join the labor organization that represents their position (the Union) as a member and receive all rights, privileges and benefits of Union membership. The County, including its directors, managers and supervisors, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in union activities. It will be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement will remain members in good standing and those who are not members on the effective date of this Agreement will on the thirtieth (30<sup>th</sup>) day following the effective date of this Agreement become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. It will also be a condition of employment that all employees covered by this~~



Agreement and hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing contained in this Section will require employees to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to Union organizations. Such employees will pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization. Employees will furnish proof to the Union each month that such payment has been made.

**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.

B. 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.

C. 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.

D. 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.

~~Section 4. Separation – Failure by an employee to satisfy the requirements of Section 3 will constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and the notification that the non-payment after a period of no less than seven (7) days will result in discharge by the County. A copy of each written notification will be mailed to the County concurrent with its mailing to the employee.~~

~~Section 6. Revocation. Any employee may revoke their authorization for payroll deductions to the Union by written notice to the Union in accordance with the~~



~~terms and conditions of their membership authorization. Every effort will be made to end the payroll deductions effective on the first payroll period after the County receives written confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation has been met. The County will refer all employee inquiries regarding the Union's revocation process to the Union. The County may answer any employee inquiry about process or timing of payroll deductions.~~

~~**Section 7. Indemnification** - The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence thereof. The Union shall, only as to deductions made from members of its bargaining unit, indemnify, defend and save the County harmless against any claim, demand, suit or other form of liability asserted against it as it relates to such deductions. If requested by the Union in writing, the County will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.~~

~~**Section 4. Dues Deduction.** Upon receipt of written authorization individually signed by a bargaining unit employee, the Prosecuting Attorney shall have deducted from the pay of such employee, the amount of dues as certified by the Secretary-Treasurer of the Teamsters Local 117 and shall transmit the same to the Secretary-Treasurer of the Union.~~



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

### **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 7: 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 Master Coalition Labor Agreement between King County and the King County Coalition of Unions.

~~Section 2. Incapacity Due To Other Employment. Sick leave because of an employee's physical incapacity shall not be approved when the injury is directly traceable to employment other than with the County, unless otherwise required by law.~~

**Section 32. Reporting Requirement.** Any sick leave absence request is to be reported by the employee to ~~his/her~~their supervisor. Any absence requests should be reported by text or email to the immediate supervisor as far in advance as ~~possible and no later than the beginning of the employee's assigned starting time for each day of absence, or, if an alternate schedule, the supervisor's starting time, except as required by law~~soon 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. ~~Individual supervisors will advise their employees regarding their preferred reporting procedure (i.e. text, e-mail or telephone).~~

**Section 43. 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. ~~appropriate. An employee may use sick leave for permissible purposes amenable to scheduling in advance at the discretion of the Prosecuting Attorney or his/her appointed designee, except as required by law.~~





**Section 54. Use of Vacation In Lieu of Sick Leave.** After the first six 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 65. 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 ~~able~~ anticipated to return to work.

**Section 76. 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 8. Verification After Exhaustion of Sick Leave.** Employees who exhaust their sick leave hours may be required to submit a doctor's verification of illness for a period of six (6) months after the exhaustion of sick leave hours, unless otherwise required by law. At the end of six (6) months the employee's sick leave record will be reviewed. If the employee has accrued~~



~~twenty-one (21) hours in his/her sick leave account, the doctor's verification requirement will cease. If his/her account has less than twenty-one (21) hours, a doctor's verification of illness for sick leave absences may be required until such time as the employee has accrued twenty-one (21) hours in his/her account.~~

**Section 97. Failure To Supply Verification.** Failure to submit a doctor's verification may constitute cause for disciplinary action, unless otherwise required by law.

**Section 108. 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 ~~Master~~ Labor Agreement between King County and the King County Coalition of Unions.

**Section 119. Sick Leave Increments.** Sick leave may be used in the same one-quarter ( $\frac{1}{4}$ ) hour increments in which the employees are paid.

~~**Section 12. Exceptional Attendance Incentive Program.** Employees who use twenty-eight (28) hours of sick leave or less in a calendar year calculated from January 1<sup>st</sup> through December 31<sup>st</sup>, shall become eligible to convert accrued sick leave hours to vacation hours in the following calendar year pursuant to the following schedule:~~

<del>Sick Leave Hours Used in a Calendar Year</del>	<del>Sick Leave Hours Accrued Which May Be Converted to Vacation Hours in the Following Year</del>
<del>14 or less</del>	<del>21</del>
<del>More than 14 – 21</del>	<del>14</del>
<del>More than 21 – 28</del>	<del>7</del>



~~Eligible employees should e-mail Human Resources no later than February 15 of the year following achievement of eligibility if they think they qualify.~~

**Section 1310. 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 1411. 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 Master~~ 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 ~~Master~~ Labor Agreement between King County and the King County Coalition of Unions with the exception of 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) ~~Any employee eligible for leave benefits who is ordered on a jury shall be entitled to his or her regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance Division of the Department of Executive Services.~~



~~When released from jury duty for the day, and/or when the required assignment to jury duty has expired, the employee will notify his or her supervisor. The employee will be provided reasonable time when dismissed from jury duty, as determined by the supervisor, before the employee must report back to work.~~

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

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

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

~~(1) — Give the appointing authority reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.~~



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

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

**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 ~~his/her~~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, Section 3. 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 ~~seven-eight~~ (78) compensated hours in one day, exclusive of the lunch period, or ~~thirty-five~~ forty (3540) compensated hours in one 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 ~~thirty-five~~ forty (3540) 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). ~~If~~

~~a staff member needs to take their work cellular phone home for emergency work purposes, this must be cleared through their supervisor first and, if their supervisor is not available, another staff supervisor or Human Resources.~~

Employees 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. ~~If the emergent need surpasses half an hour, the employee can request overtime or compensatory time from their 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 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.** 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.~~ 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.

~~B~~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) ~~The PAO will supply the Union with the following information within five (5) working days of a new employee's date of hire or new union eligibility:~~



- \_\_\_\_\_ 1. \_\_\_\_\_ First and last name
- \_\_\_\_\_ 2. \_\_\_\_\_ Home address
- \_\_\_\_\_ 3. \_\_\_\_\_ Home phone number (if the member wants to provide it)
- \_\_\_\_\_ 4. \_\_\_\_\_ Work e-mail address
- \_\_\_\_\_ 5. \_\_\_\_\_ Job classification/title
- \_\_\_\_\_ 6. \_\_\_\_\_ Department
- \_\_\_\_\_ 7. \_\_\_\_\_ Division
- \_\_\_\_\_ 8. \_\_\_\_\_ Work location
- \_\_\_\_\_ 9. \_\_\_\_\_ Date of hire
- \_\_\_\_\_ 10. \_\_\_\_\_ Hourly or salary pay status
- \_\_\_\_\_ 11. \_\_\_\_\_ Rate of pay
- \_\_\_\_\_ 12. \_\_\_\_\_ FTE status

#### **ARTICLE 11: GRIEVANCE PROCEDURE**

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 ~~person~~ 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 ~~his/her~~ 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. ~~If the resolution is not reached~~ Matters not resolved in mediation, ~~issues~~ may be referred to arbitration, ~~if it concerns the proper application or interpretation of the Agreement~~. 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 ~~Union parties~~ will have thirty (30) calendar days from the conclusion of mediation to make a written request for arbitration ~~to the Prosecuting Attorney~~.

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) ~~working~~ 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 ~~and the question(s) which it wishes arbitrated, and the remedy sought~~. 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 ~~seven~~ eleven (~~7~~11) arbitrators furnished by ~~the American Arbitration Association~~ 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~~ ~~Business~~ 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 ~~should~~ will be advised in advance of the subject matter of the meeting, and ~~his/her~~ their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, ~~he/she~~ 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 (24) months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the Twenty Four (24) months. If the employee receives a second Letter of Reprimand for the same reason after the Twenty Four (24) months, the second letter will not have a Sunset Clause.



## **ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION AND SPECIAL DUTY**

### **ASSIGNMENTS**

~~Section 1. Out of Classification Assignment. An employee pre-assigned by a supervisor to work outside of his/her regular classification shall receive a 5% working out of class premium. 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 days or on an intermittent basis (such as ITA Court). The preponderance of duties performed must be in the higher classification in order to qualify.~~

#### **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 5% working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the 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 5% pay premium).

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

## **Section 2. Special Duty Assignment.**

A. An employee ~~pre-assigned by a supervisor~~ 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 ~~generally~~ last more than ~~one~~ 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 ~~Master~~ 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 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 ~~his/her~~their immediate supervisor and shall not be in the training position for more than thirty (30) consecutive, normal working days.

## **ARTICLE 17: HOURS OF WORK**

**Section 1. Workweek.** The standard work week shall normally consist of five (5) consecutive standard work days not to exceed ~~seven-eight~~ (78) hours each and not to exceed ~~thirty-forty-five~~ (3540) hours per week and shall normally be scheduled Monday through Friday. The ~~working-core business~~ hours ~~of~~ each day ~~shall~~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 35-hour workweek, and in recognition of the need to preserve the option of a 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 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 23. 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 23 (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 18, § 2, shall be subject to grievance pursuant to Article 12 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 34. 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 45. Rest and Meal Periods.** ~~The parties have agreed, pursuant to RCW 49.12.005 and WAC 296-126-092, that they will vary from the State's meal and rest period requirements from before April 1, 2003, and the language in this section memorializes that continued practice.~~

**A. Rest Periods** Employees will be allowed rest periods of fifteen (15) minutes for each one-half (1/2) shift of ~~three and one-half (3½) or more hours~~ 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 ~~three and one-half (3½) hours~~ **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 ~~his or her~~ **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 ~~his or her~~ **their** meal break during the middle of ~~his/her~~ **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 ~~a full one~~  
~~(1) hour meal~~ at least a 30 minute meal period ~~(break~~ due to work  
requirements, the employee shall notify their supervisor as soon as  
reasonably possible to ~~make arrangements to take the one (1) hour or 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 9, Section 3. The employee and  
supervisor will agree to either a 30 minute or 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.~~ 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 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.

~~CB.~~ 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.

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

ED. Periodically review testing procedures with the Labor Management Committee, as established through Article 11, § 3 of this Agreement, to ensure they are fair and equitable.

E. 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 12 of this Agreement. Only compliance with the procedural requirements of this Article shall be subject to grievance pursuant to Article 12 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 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 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 his/her/their previously held position if available, and if not available then to an equivalent position.

## **ARTICLE 19: BULLETIN BOARDS AND E-MAIL COMMUNICATION**

**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 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. ~~The communications and the use of the PAO's equipment and systems must be brief in duration and frequency.~~ 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.



## **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, 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 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. ~~The Prosecuting Attorney's Office agrees to allow the Union five (5) working days to review and comment on the proposed reduction in workforce before final decisions are made.~~ 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; and
- 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.
- 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 ~~his/her~~their former classification, in a similar classification for which ~~he/she is~~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. 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 ~~his/her~~their former classification or at ~~a comparable~~the same rate of pay during the two (2) year period, ~~he/she~~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 Addendum B 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 22: CONTRACTING OUT**

The King County Prosecuting Attorney's Office shall not contract out work which the members ~~of the bargaining unit~~of the Union 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. ~~Except as provided herein,~~ 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, Promotional Opportunities.

#### **ARTICLE 24: BILINGUAL PREMIUM PAY**

Employee(s) who are substantially bilingual and are ~~assigned~~requested by management to ~~regularly~~ use their skills in a language other than English in the performance of their work duties will be paid a bilingual premium of \$50 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 26. 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., 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 27 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 submit a request for reconsideration of a classification decision to the Human Resources Director. An employee must request reconsideration 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.

4. **Appeal of a Classification Reconsideration Decision.**

A. An employee or a group of employees has thirty (30) calendar days to appeal the reconsideration decision. The timeline would begin from the date of the 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. 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 decision.

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 2528: 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, ~~2018-2021~~ through December 31, 20~~20~~24.

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

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DANIEL T. SATTERBERG

Prosecuting Attorney

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JOHN SCEARCY

Secretary-Treasurer

Teamsters Local No. 117



*Fully Recommended Settlement Offer*  
By and Between  
King County – PAO (Working Conditions) and  
Teamsters Local Union No. 117  
June 2022

D. — As a wage-related matter, Family and Medical Leaves of absence shall be determined by the separate Master Labor Agreement between King County and the King County Coalition of Unions (CMU).