

AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

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1 **AGREEMENT BETWEEN**  
 2 **KING COUNTY**  
 3 **AND**  
 4 **KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION**

5  
6 **PREAMBLE:**

7 These articles constitute an Agreement, the terms of which have been negotiated in good faith,  
8 between King County, referred to as the "County," and the King County Prosecuting Attorneys  
9 Association, hereinafter referred to as the "Association."

10 **ARTICLE 1: PURPOSE**

11 The intent and purpose of this Agreement and the parallel Agreement between the Association  
12 and the King County Prosecuting Attorney is to promote the continued improvement of the relationship  
13 between the County and the employees by providing a uniform basis for implementing the right of  
14 public employees to join organizations of their own choosing, and to be represented by such  
15 organizations in matters concerning their employment relations with the County and to set forth the  
16 wages, hours and other working conditions of such employees in appropriate bargaining units.

17 This Agreement sets forth the agreement of the parties on wages and wage-related matters.  
18 Matters not related to wages are covered in a separate but parallel Agreement between the King County  
19 Prosecuting Attorney and the Association. It is expressly understood and agreed by the parties that both  
20 Agreements are to be construed together, *in pari materia*.

21 **ARTICLE 2: RECOGNITION**

22 The County recognizes the Association as the exclusive bargaining representative of all full time  
23 and regular part-time non-senior deputy prosecutors in the Criminal Division of the King County  
24 Prosecutor's Office.

25 **ARTICLE 3: DEFINITIONS**

26 **Section 1.** "Prosecuting Attorney" means the elected Prosecuting Attorney of King County.

27 **Section 2.** "County" means King County.

28 **Section 3.** "Deputy" means all full-time and regular part-time non-senior deputy prosecutors in

1 the Criminal Division of the King County Prosecutor's Office.

2       **Section 4.** "Regular part-time deputies" are those deputies employed in regular deputy  
3 prosecutor positions regularly assigned to work less than full time or sharing one full-time equivalent  
4 position with another deputy.

5       **Section 5.** "Anniversary date," for purposes of salary classification and administration, shall be  
6 either the first or the sixteenth of the month, whichever is closest to the deputy's first day of  
7 employment as a deputy, provided that where the County has assigned a deputy an earlier anniversary  
8 date under a prior Agreement, the deputy shall retain that earlier anniversary date. In the event that a  
9 deputy has been separated from employment with the Prosecuting Attorney's Office for any reason and  
10 subsequently rehired, the deputy's anniversary date shall reflect the full and actual amount of service in  
11 the Prosecuting Attorney's Office.

12       **Section 6.** "Association" means the King County Prosecuting Attorneys Association.

13       **Section 7.** "Association representative(s)" means those members of the bargaining unit who  
14 have been designated to represent the Association on matters referenced in this Agreement. The  
15 Association shall give advance notice in writing to the County of the names of the Association  
16 representative(s).

17       **Section 8.** "Effective date of this Agreement" shall be the first date upon which this agreement  
18 is effective as that period is defined under ARTICLE 16: DURATION of this Agreement.

#### 19 **ARTICLE 4: RIGHTS OF MANAGEMENT**

20       **Section 1.** The management of the King County Prosecuting Attorney's Office and the  
21 direction of the workforce is vested by both the Washington State Constitution and State law  
22 exclusively in the King County Prosecuting Attorney's Office. All matters, other than wages and  
23 benefits directly related to wages, or otherwise not specifically and expressly covered or referenced by  
24 the language of this Agreement, shall be administered for its duration by the King County Prosecuting  
25 Attorney.

26       **Section 2. Bi-weekly pay:** The right to define and implement a new payroll system,  
27 including but not limited to a bi-weekly payroll system, is vested exclusively with the County.  
28 Implementation of such system may include a conversion of wages and leave benefits into hourly

1 amounts and the parties recognize the County's exclusive right to make the changes necessary to  
 2 implement such payroll system. Further, the parties agree that applicable provisions of this  
 3 Agreement may be re-opened at any time during the life of the Agreement by the County for the  
 4 purpose of negotiating standardized pay practices, to the extent required by law.

## 5 **ARTICLE 5: WORK STOPPAGES AND COUNTY PROTECTION**

6 **Section 1.** The County and the Association agree that the public interest requires efficient and  
 7 uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate  
 8 any conduct contrary to this objective. Specifically, during the term of this Agreement the Association  
 9 shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any  
 10 customarily assigned duties, sick leave absence which is not bona fide, or other interference with the  
 11 Prosecuting Attorney's functions by employees under this Agreement and should same occur, the  
 12 Association agrees to take appropriate steps to end such interference. Any concerted action by any  
 13 employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have  
 14 occurred.

15 **Section 2.** Upon notification in writing by the County to the Association that any of its  
 16 members are engaged in such a work stoppage, the Association shall immediately in writing order such  
 17 members to immediately cease engaging in such work stoppage and provide the County with a copy of  
 18 such order. In addition, if requested by the County, a responsible official of the Association shall  
 19 publicly order such deputy to cease engaging in a work stoppage.

## 20 **ARTICLE 6: HOLIDAYS**

21 **Section 1.** Deputies shall be granted the following paid holidays:

22	New Year's Day	January 1
23	Martin Luther King's Birthday	Third Monday in January
24	President's Day	Third Monday in February
25	Memorial Day	Last Monday in May
26	Independence Day	July 4
27	Labor Day	First Monday in September
28	Veterans' Day	November 11
	Thanksgiving Day	Fourth Thursday in November
	Day after Thanksgiving	Fourth Friday in November
	Christmas Day	December 25

1 and any days designated by public proclamation of the Governor of the State of Washington as a legal  
2 holiday.

3 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday,  
4 and any holiday falling on a Saturday shall be observed on the preceding Friday.

5 **Section 2.** Each deputy shall receive two (2) additional personal holidays. One personal  
6 holiday shall be added to the vacation leave bank in the pay-period that includes the first day of  
7 October and one personal holiday will be added in the pay-period that includes the first day of  
8 November of each year. Personal holidays may be used in the same manner as any vacation day earned.

9 **Section 3.** A deputy must be in a pay status on the day prior to and the day following a holiday  
10 to be eligible for holiday pay; provided, however, that a deputy who has at least five years of County  
11 service and who retires at the end of the month, the last regularly scheduled working day of which is  
12 observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before  
13 the day observed as a holiday.

14 **Section 4.** Holiday benefits for regular, covered part-time deputies will be pro-rated to reflect  
15 their part-time position (e.g., a 0.60 FTE will receive 60% pay for the holiday).

1 **ARTICLE 7: VACATIONS**

2 **Section 1.** Regular full-time deputies shall receive vacation benefits as indicated in the  
3 following table:

<i>Years of Continuous Service</i>	<i>Equivalent Annual Vacation Credit</i>
<i>Upon beginning of Year 1</i>	<i>12 days</i>
<i>Upon beginning of Year 3</i>	<i>13 days</i>
<i>Upon beginning of Year 4</i>	<i>15 days</i>
<i>Upon beginning of Year 6</i>	<i>16 days</i>
<i>Upon beginning of Year 7</i>	<i>17 days</i>
<i>Upon beginning of Year 9</i>	<i>18 days</i>
<i>Upon beginning of Year 11</i>	<i>19 days</i>
<i>Upon beginning of Year 13</i>	<i>20 days</i>
<i>Upon beginning of Year 17</i>	<i>21 days</i>
<i>Upon beginning of Year 18</i>	<i>22 days</i>
<i>Upon beginning of Year 19</i>	<i>23 days</i>
<i>Upon beginning of Year 20</i>	<i>24 days</i>
<i>Upon beginning of Year 21</i>	<i>25 days</i>
<i>Upon beginning of Year 22</i>	<i>26 days</i>
<i>Upon beginning of Year 23</i>	<i>27 days</i>
<i>Upon beginning of Year 24</i>	<i>28 days</i>
<i>Upon beginning of Year 25</i>	<i>29 days</i>
<i>Upon beginning of Year 26</i>	<i>30 days</i>

21 **Section 1A.** No full-time deputy shall be permitted to carryover more than 60 days of accrued  
22 vacation from one calendar year to another.

23 **Section 2.** Vacation benefits and annual carryover of vacation for regular covered part-time  
24 deputies will be pro-rated to reflect their part-time position (e.g., a 0.60 FTE will receive 60% of the  
25 full-time benefit).

26 **Section 3.** Any deputy who leaves employment for any non-disciplinary reason and is rehired  
27 within two years after separation shall accrue vacation benefits at the same rate as when the separation  
28 occurred. The deputy's employment anniversary shall reflect the full amount of service in King County.

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1. General Provisions**

3 (a) Regular full-time deputies will receive one day of sick leave per month. Regular  
4 part-time deputies will receive sick leave benefits pro-rated to reflect their part-time position (e.g., a  
5 0.60 FTE will receive 60% sick leave benefits per month).

6 (b) No deputy shall earn sick leave credit during a month in which the deputy is absent  
7 without pay more than three days.

8 (c) There shall be no limit to the hours of sick leave benefits accrued by a deputy.

9 (d) Separation from County employment, except by reason of retirement, layoff or  
10 separated for nondisciplinary medical reasons, shall cancel all sick leave currently accrued to the  
11 deputy. Should the deputy resign in good standing, be laid off or is separated for nondisciplinary  
12 medical reasons and returns to the County within two years, the deputy's accrued sick leave shall be  
13 restored.

14 (e) Upon the effective date of this Agreement, deputies who have at least five years of  
15 County service and who retire as a result of length of service, or who terminate by reason of death, shall  
16 be paid an amount equal to thirty-five percent of their unused, accumulated sick leave. All payments  
17 shall be based on the deputy's base rate. If the bargaining unit has elected to participate in a voluntary  
18 employee beneficiary association (VEBA) plan pursuant to KCC 3.12.220(F)(2), then the terms of such  
19 plan, and the benefits provided therein, shall preempt the terms and benefits of this provision.

20 (f) Deputies injured on the job may not simultaneously collect sick leave and worker's  
21 compensation payments in a total amount greater than the net regular pay of the deputy.

22 (g) Sick leave benefits for covered part-time deputies will be established based upon the  
23 ratio of hours actually worked to a standard work year. For example, see Article 6, Section 4.

24 **ARTICLE 9: CLASSIFICATION AND SALARY ADMINISTRATION**

25 **Section 1. Rates of Pay.**

26 (a) Full-time deputies shall be paid at the Step 1 rate of pay for the classification of the  
27 position to which the deputy is appointed by the Prosecuting Attorney as provided in the salary schedule  
28 set forth in the Addendum A to this Agreement. Deputies classified as a Deputy I, II, III or IV advance a

1 classification each year on their anniversary date until they reach the classification of Deputy V,  
2 although the Prosecuting Attorney may advance a deputy to a higher classification at any time. Deputies  
3 classified as a Deputy V advance a step each year on their anniversary date until they reach the top step  
4 within the pay range for the classification, although the Prosecuting Attorney may advance a deputy to a  
5 higher step at any time. Decisions concerning step placement or advancement are within the sole  
6 discretion of the Prosecuting Attorney and are not subject to the dispute resolution provisions of this  
7 Agreement, nor are they subject to the dispute resolution provisions of the parallel Agreement between  
8 the Association and the King County Prosecuting Attorney; provided, however, if a deputy in any  
9 classification except the Deputy V, Step 7 classification is, for disciplinary reasons, not promoted into a  
10 higher classification on his or her anniversary date according to the standard yearly progression, that  
11 decision is subject to the dispute resolution procedures set forth in Article 18 of the parallel Agreement.

12 (b) Regular part-time deputies shall be paid at a salary equivalent to the hourly rate of  
13 pay for their classification, based on a full-time employee's workweek.

14 (c) The wage rates listed under Addendum A will receive a 2% cost-of living  
15 adjustment effective January 1, 2015.

16 (d) The wage rates listed under Addendum A will receive a 2.25% cost-of-living  
17 adjustment effective January 1, 2016.

## 18 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

19 The Prosecuting Attorney, in consultation with the Director of the Office of Labor  
20 Relations/designee ("OLR"), recognizes the importance and desirability of settling grievances promptly  
21 and fairly in the interest of continued good employee relations and morale and to this end the following  
22 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest  
23 possible level of supervision.

24 Deputies will be unimpeded and free from restraint, interference, coercion, discrimination or  
25 reprisal in seeking adjudication of their grievance.

### 26 **Section 1. Definition.**

27 A grievance shall be defined as an issue raised by a deputy or deputies or the Association  
28 involving the interpretation or application of the specific provisions of this Agreement, except any



1 decision expressly described in this Agreement as within the discretion of the County or the Prosecuting  
2 Attorney.

3 **Section 2. Procedure.**

4 **Step One** - A grievance shall be presented in writing by the aggrieved deputy, and such  
5 deputy's Association representative if the deputy wishes, within 10 working days of the occurrence or  
6 knowledge of the occurrence of such grievance, to the deputy's immediate supervisor. The supervisor  
7 shall gain all relevant facts and shall attempt to adjust the matter and notify the deputy within three  
8 working days. If a grievance is not pursued to the next level within seven working days of the  
9 supervisor's decision, it shall be presumed resolved.

10 **Step Two** - If, after thorough discussion with the supervisor, the grievance has not been  
11 satisfactorily resolved, the deputy and Association representative shall reduce the grievance to writing  
12 and present it to the Chief Criminal Deputy Prosecuting Attorney. During Step 2 of this process,  
13 mediation may be used with agreement of the deputy, the Association, and the Chief Criminal Deputy in  
14 consultation with OLR. If mediation is agreed to, mediation services will be selected from a mutually  
15 agreeable source. If mediation is not chosen or is not successful in resolving the grievance, the Chief  
16 Criminal Deputy, after consultation with OLR, shall schedule a meeting within five working days to  
17 discuss the matter with the deputy and representative of the Association. The Chief Criminal Deputy,  
18 after consultation with OLR, shall make his/her written decision available to the aggrieved deputy and  
19 an Association representative within ten working days of the meeting. If the grievance is not pursued to  
20 the next higher level within five working days, it shall be presumed resolved.

21 **Step Three** - If, after thorough evaluation, the decision of the Chief Criminal Deputy, in  
22 consultation with OLR, has not resolved the grievance to the satisfaction of the deputy and the  
23 Association, the Association may present the grievance to the Prosecuting Attorney, in consultation with  
24 OLR. Grievances at Step 3 must be processed through the Association. All letters, memoranda and  
25 other written materials previously submitted to lower levels of supervision shall be made available for  
26 the review and consideration of the Prosecuting Attorney in consultation with OLR. The Prosecuting  
27 Attorney, after consultation with OLR, may interview the deputy and/or his/her representative and  
28 receive any additional related information which he may deem pertinent to the grievance. The

1 Prosecuting Attorney, after consultation with OLR, shall make his/her written decision available within  
2 ten working days of the date the Association presents the grievance to the Prosecuting Attorney.

3 **Step Four** - If, after thorough evaluation, the decision of the Prosecuting Attorney, in  
4 consultation with OLR, has not resolved the grievance to the satisfaction of the deputy and the  
5 Association, the Association may request arbitration within 30 calendar days of the conclusion of Step 3  
6 and must specify the exact question which it wishes arbitrated. Grievances at Step 4 must be processed  
7 through the signatory parties. The Association and the Prosecuting Attorney, after consultation with  
8 OLR, shall select a disinterested party, who must be a member of the Washington State Bar Association,  
9 to serve as an arbitrator. In the event the parties are unable to agree upon an arbitrator, then the  
10 arbitrator shall be selected from a panel of seven labor arbitrators, each of whom must be a member of  
11 the Washington State Bar Association, furnished by the American Arbitration Association (“AAA”).  
12 The arbitrator will be selected from the list by both the County and the Association, each alternately  
13 striking a name from the list until only one name remains. The arbitrator, under voluntary local  
14 arbitration rules of the AAA, shall be asked to render a decision within 30 days and the decision of the  
15 arbitrator shall be final and binding on both parties.

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

19 The arbitrator’s fee and expenses and any agreed upon court reporter’s fee and expenses shall be  
20 borne equally by both parties. Each party shall bear its own costs associated with the  
21 grievance/arbitration process, including, but not limited to any and all cost of legal representation and  
22 the cost of any witnesses appearing on that party’s behalf.

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

24 No matter may be grieved which the County by law has no authority over or no authority to  
25 change.

26 **Section 3. Alternative Dispute Resolution Procedures.**

27 **A. Unfair Labor Practice.** The parties agree that 30 days prior to filing a ULP  
28 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a

1 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise  
 2 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair  
 3 Labor Practice.

4 **B. Grievance.** After a grievance is initially filed under the provisions of this  
 5 Agreement, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual  
 6 consent of the Association and the County. This process will not exceed 10 days:

7 1. A meeting will be arranged by the Association Representative, the County and  
 8 OLR representative (or their designees) to attempt to resolve the matter.

9 2. a. The meeting will include a mediator(s) and the affected parties.

10 b. The parties may mutually agree to other participants such as  
 11 Association and County representatives or subject matters experts.

12 3. The parties will meet at mutually agreeable times to attempt to resolve the  
 13 matter.

14 4. If the matter is resolved, the grievance will be withdrawn.

15 5. If the matter is not resolved, the grievance will continue through the dispute  
 16 resolution process.

17 6. Either party can initiate the next step in the dispute resolution process at the  
 18 appropriate times, irrespective of this process.

19 7. Offers to settle and aspects of settlement discussions will not be used as  
 20 evidence or referred to if the grievance is not resolved by this process.

21 This Section does not supersede or preclude any use of grievance mediation later in the  
 22 grievance process.

## 23 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

24 **Section 1.** The County shall maintain the current level of benefits under its medical, dental,  
 25 vision and life insurance programs during the life of this Agreement except as may be otherwise  
 26 provided for in Section 2.

27 **Section 2.** The County and the Association shall implement any changes in deputy insurance  
 28 benefits, including dates of coverage, which result from any agreement of the King County Joint Labor

1 Management Insurance Committee.

2 **ARTICLE 12: MISCELLANEOUS**

3 **County/Employee Relations.** The parties recognize that matters of concern may be raised by  
4 either party at either time. The parties further recognize that by mutual agreement they may reopen this  
5 contract to negotiate any issue.

6 **ARTICLE 13: WAIVER CLAUSE**

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

16 **ARTICLE 14: SAVINGS CLAUSE**

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

23 **ARTICLE 15: SUPREMACY AND EXTRA AGREEMENTS**

24 The County agrees not to enter into any agreement or contract with deputies covered by the  
25 provisions of this Agreement, individually or collectively, which is inconsistent with the terms of this  
26 Agreement and not approved by the Association.  
27  
28

1 **ARTICLE 16: DURATION**

2 This Agreement and each of its provisions shall become effective on the latter of July 1, 2013 or  
3 the date upon which the Agreement is fully ratified by both parties, and shall remain in effect until and  
4 including June 30, 2016. The effectiveness of this Agreement is expressly dependent on the  
5 consummation by all formal requisite means of the parallel Agreement between the Association and the  
6 King County Prosecuting Attorney.

7  
8 APPROVED this 4 day of December ~~NOVEMBER~~, 2014.

9  
10  
11 By: Dow Constantine  
12 King County Executive

13  
14 KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION:

15  
16 [Signature]  
17 STEPHANIE KNIGHTLINGER  
18 President

19 [Signature]  
20 JASON SIMMONS  
21 Vice-President

22 [Signature]  
23 BRIDGETTE MARYMAN  
24 Secretary

25 [Signature]  
26 HUGO TORRES  
27 Treasurer

28  
29 Approved as to form:

30 [Signature]  
31 LEESA MANION  
32 Prosecuting Attorney Chief of Staff