



King County

Law, Justice, Health and Human Services Committee

STAFF REPORT

Agenda Item:	10	Name:	Nick Wagner
Proposed No.:	2012-0194	Date:	12 June 2012
Invited:	Lance King, Labor Negotiator, Office of Labor Relations, King County Executive Office Jennifer Atchison, President, King County Prosecuting Attorneys Association		

SUMMARY

Proposed Ordinance 2012-0194 (pp. 149-50 of these materials¹) would approve a collective bargaining agreement (CBA) between King County and the King County Prosecuting Attorneys Association. The CBA (pp. 151-69) covers 82 employees in the Prosecuting Attorney's Office. As required by law, the CBA covers only wages and wage-related matters, while all other working conditions are covered under a separate collective bargaining agreement between the King County Prosecuting Attorneys Association and the Prosecuting Attorney's Office.

1. Term of the CBA

The CBA covers the two-year period from 1 July 2011 through 30 June 2013. (CBA Article 16, p. 164)

2. The Bargaining Unit

As described in the transmittal letter (pp. 175-76), the bargaining unit consists of all non-senior deputies in the Criminal Division of the Prosecuting Attorney's Office. These employees represent King County and the State of Washington in the prosecution of felonies and misdemeanors in King County District and Superior Courts; state and federal courts of appeal; and the Washington and U.S. Supreme Courts. They handle a high case volume in a wide variety of criminal matters, including the juvenile court, domestic violence unit, sexually violent predators unit, and drug courts.

Addendum A to the CBA (p. 165) contains a complete list of the job classifications included in the bargaining unit.

¹ All page number references are to the meeting materials.

NEW CONTRACT PROVISIONS

The proposed CBA is a two-year rollover, or continuation, of the previous CBA, except for the following changes:

1. COLAs

Section 1(c) of Article 9 of the CBA (p. 158) and the memorandum of agreement (MOA) that is an attachment to the CBA (pp. 167-69) provide for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees:

Year	COLA Formula	COLA
2011	No COLA	Zero
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, ² with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.75%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.04%

The specific COLA percentages listed in the table for 2013 and 2014 are based on projections by the County's Office of Economic and Financial Analysis (OEFA).³

2. COLA reopener

The MOA (at p. 168) provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county's represented employees have agreed to.

3. Wage reopener

The CBA includes no changes in the pay ranges for the classifications covered by the CBA; however, Section 1(d) of Article 9 of the CBA (pp. 158-59) provides that "the parties mutually agree to re-open the agreement for the purpose of bargaining wages." The CBA contains no presumption about whether a wage adjustment will result from the bargaining.

² More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

³ See the OEFA website: <http://www.kingcounty.gov/business/Forecasting.aspx>.

FISCAL IMPACT

The fiscal impact of the COLAs is described in the Fiscal Note (p. 30) and is summarized in the table below. The cost increases listed for 2013 and 2014 are based on the 7 March 2012 projections by the County's Office of Economic and Financial Analysis.

	2011	2012	2013	2014
Increase over previous year	\$0	\$114,570	\$196,443	\$149,733
Cumulative increase over 2010	\$0	\$114,570	\$311,013	\$460,746

CONSISTENCY WITH LABOR POLICIES

The proposed CBA is consistent with the County's adopted labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 176 of these materials)

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 8, 2012

Ordinance

Proposed No. 2012-0194.1

Sponsors Ferguson

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and King County Prosecuting Attorneys
4 Association representing employees in the prosecuting
5 attorney's office; and establishing the effective date of said
6 agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and King County Prosecuting Attorneys Association representing
10 employees in the prosecuting attorney's office and attached hereto is hereby approved and
11 adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of said agreement shall be effective July 1,
13 2011, through and including June 30, 2013.

14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement, B. Addendum A, C. Memorandum of Agreement

AGREEMENT
BY AND BETWEEN
KING COUNTY
AND

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

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PREAMBLE 1

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ADDENDUM A: 2012 SALARY SCHEDULE

MEMORANDUM OF AGREEMENT: ADDRESSING THE 2011 BUDGET CRISIS AND
SATISFYING RE-OPENER

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 Employer 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 Employer 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 in King County.
28 Implementation of such system may include a conversion of wages and leave benefits into hourly

1 amounts and the parties recognize King County's exclusive right to make the changes necessary to
2 implement such payroll system.

3 **ARTICLE 5: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

18 **ARTICLE 6: HOLIDAYS**

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

20	New Year's Day	January 1
21	Martin Luther King's Birthday	Third Monday in January
22	President's Day	Third Monday in February
23	Memorial Day	Last Monday in May
24	Independence Day	July 4
25	Labor Day	First Monday in September
26	Veterans' Day	November 11
27	Thanksgiving Day	Fourth Thursday in November
28	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. The days will be
6 credited on October 1 and November 1 of each calendar year. Personal holidays may be used in the
7 same manner as any vacation day earned.

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

13 **Section 4.** Holiday benefits for regular, covered part-time deputies will be pro-rated to reflect
14 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:

4

<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>

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21 **Section 1A.** No deputy shall be permitted to carry over more than 420 hours of accrued vacation
22 from one calendar year to another.

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

25 **Section 3.** Any deputy who leaves employment for any non-disciplinary reason and is rehired
26 within two years after separation shall accrue vacation benefits at the same rate as when the separation
27 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 (7 hours) of sick leave per month.
4 Regular part-time deputies will receive sick leave benefits pro-rated to reflect their part-time position
5 (e.g., a 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, shall cancel all
10 sick leave currently accrued to the deputy. Should the deputy resign in good standing or be laid off and
11 return to the County within two years, the deputy's accrued sick leave shall be restored.

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

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

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

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

23 **Section 1. Rates of Pay.**

24 (a) Full-time deputies shall be paid at the Step 1 rate of pay for the classification of the
25 position to which the deputy is appointed by the Prosecuting Attorney as provided in the salary schedule
26 set forth in the Addendum A to this Agreement. Deputies classified as a Deputy I, II, III or IV advance a
27 classification each year on their anniversary date until they reach the classification of Deputy V,
28 although the Prosecuting Attorney may advance a deputy to a higher classification at any time. Deputies

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

10 (b) Regular part-time deputies shall be paid at a salary equivalent to the hourly rate of
11 pay for their classification, based on a 35-hour work week.

12 (c) Cost-of-Living ("COLA") increases for 2012, 2013 and 2014 shall be in
13 accordance with the provisions of the COLA Memorandum of Agreement (MOA) between King
14 County and King County Prosecuting Attorneys Association Addressing the 2011 Budget Crisis.
15 Specifically, the parties agree that wages will be increased by percentage amounts shown below:

16 - January 1, 2012, employees will receive 90% of the annual average growth rate of
17 the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
18 Clerical Workers (CPI-W), July of the previous year to June of the current year. Zero floor and no
19 ceiling.

20 - January 1, 2013, employees will receive 95% of the annual average growth rate of
21 the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
22 Clerical Workers (CPI-W), July of the previous year to June of the current year. Zero floor and no
23 ceiling.

24 - January 1, 2014, employees will receive 95% of the annual average growth rate of
25 the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and
26 Clerical Workers (CPI-W), July of the previous year to June of the current year. Zero floor and no
27 ceiling.

28 (d) Wage Reopener: Notwithstanding, Article 9(c) and the COLA Memorandum

1 Between King County and the King County Prosecuting Attorneys Association, at the request of either
2 party, the parties mutually agree to re-open the agreement for the purpose of bargaining wages.

3 (e) Successor Collective Bargaining Agreement (CBA): Nothing in Article 9(c) or the
4 COLA Memorandum Between King County and the King County Prosecuting Attorneys Association
5 prohibits the parties from negotiating different wages in the parties' successor agreement. If the parties
6 agree to different wages as part of the successor CBA, beginning July 1, 2013, the successor agreement
7 will control. Absent an agreement changing the terms and conditions of the COLA Memorandum
8 Between King County and the King County Prosecuting Attorneys Association, the terms of the COLA
9 MOA remain in effect until the MOA expires on December 31, 2014.

10 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

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

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

18 **Section 1. Definition.**

19 A grievance shall be defined as an issue raised by a deputy or deputies or the Association
20 involving the interpretation or application of the specific provisions of this Agreement, except any
21 decision expressly described in this Agreement as within the discretion of the Employer or the
22 Prosecuting Attorney.

23 **Section 2. Procedure.**

24 **Step One** - A grievance shall be presented in writing by the aggrieved deputy, and such
25 deputy's Association representative if the deputy wishes, within ten (10) working days of the occurrence
26 or knowledge of the occurrence of such grievance, to the deputy's immediate supervisor. The
27 supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the deputy within
28 three working days. If a grievance is not pursued to the next level within seven working days of the

1 supervisor's decision, it shall be presumed resolved.

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

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

26 **Step Four** - If, after thorough evaluation, the decision of the Prosecuting Attorney, in
27 consultation with the Director of OLR or designee, has not resolved the grievance to the satisfaction of
28 the deputy and the Association, the Association may request arbitration within 30 calendar days of the

1 conclusion of Step 3 and must specify the exact question which it wishes arbitrated. Grievances at
2 Step 4 must be processed through the signatory parties. The Association and the Prosecuting Attorney,
3 after consultation with the Director of OLR or designee, shall select a disinterested party, who must be a
4 member of the Washington State Bar Association, to serve as an arbitrator. In the event the parties are
5 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven labor
6 arbitrators, each of whom must be a member of the Washington State Bar Association, furnished by the
7 American Arbitration Association ("AAA"). The arbitrator will be selected from the list by both the
8 Employer and the Association, each alternately striking a name from the list until only one name
9 remains. The arbitrator, under voluntary local arbitration rules of the AAA, shall be asked to render a
10 decision within thirty (30) days and the decision of the arbitrator shall be final and binding on both
11 parties.

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

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

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

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

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

23 **A. Unfair Labor Practice.** The parties agree that 30 days prior to filing a ULP
24 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
25 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
26 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
27 Labor Practice.

28 **B. Grievance.** After a grievance is initially filed under the provisions of this

1 Agreement, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual
2 consent of the Association and the Employer. This process will not exceed 10 days:

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

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

6 b. The parties may mutually agree to other participants such as
7 Association and Employer representatives or subject matters experts.

8 3. The parties will meet at mutually agreeable times to attempt to resolve the
9 matter.

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

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

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

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

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

19 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

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

23 **Section 2.** The Employer and the Association shall implement any changes in deputy insurance
24 benefits, including dates of coverage, which result from any agreement of the King County Joint Labor
25 Management Insurance Committee.

26 **ARTICLE 12: MISCELLANEOUS**

27 **Employer/Employee Relations.** The parties recognize that matters of concern may be raised by
28 either party at either time. The parties further recognize that by mutual agreement they may reopen this

1 contract to negotiate any issue.

2 **ARTICLE 13: WAIVER CLAUSE**

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

12 **ARTICLE 14: SAVINGS CLAUSE**

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

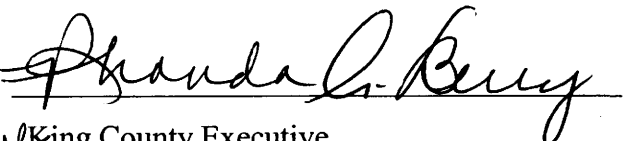
19 **ARTICLE 15: SUPREMACY AND EXTRA AGREEMENTS**

20 The Employer agrees not to enter into any agreement or contract with deputies covered by the
21 provisions of this Agreement, individually or collectively, which is inconsistent with the terms of this
22 Agreement and not approved by the Association.
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1 **ARTICLE 16: DURATION**

2 This Agreement and each of its provisions shall become effective on the latter of July 1, 2011 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, 2013. 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 15th day of May, 2012.

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10
11 By: 
12 King County Executive
13

14 KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION:

15
16 
17 JENNIFER ATCHISON
18 President


JASON SIMMONS
Vice-President

19 
20 CHARLES SHERER
21 Secretary


STEPHANIE KNIGHTLINGER
Treasurer

22 Approved as to form:

23
24 
25 LEESA MANION
26 Prosecuting Attorney Chief of Staff

Addendum A
 2012 Salary Schedule
 King County Prosecuting Attorneys Association
 Prosecuting Attorney's Office

ATTACHMENT B

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Deputy Prosecuting Attorney I							
PeopleSoft Job Code: 007227	\$ 57,250						
Bi-Weekly Amount:	\$ 2,201.91						
Hourly:	\$ 31.4559						
Deputy Prosecuting Attorney II							
PeopleSoft Job Code: 007226	\$ 60,632						
Bi-Weekly Amount:	\$ 2,332.01						
Hourly:	\$ 33.3144						
Deputy Prosecuting Attorney III							
PeopleSoft Job Code: 007225	\$ 70,027						
Bi-Weekly Amount:	\$ 2,693.36						
Hourly:	\$ 38.4765						
Deputy Prosecuting Attorney IV							
PeopleSoft Job Code: 007224	\$ 80,174						
Bi-Weekly Amount:	\$ 3,083.61						
Hourly:	\$ 44.0515						
Deputy Prosecuting Attorney V							
PeopleSoft Job Code: 007223	\$ 86,313	\$ 88,567	\$ 90,822	\$ 92,826	\$ 95,332	\$ 97,962	\$ 100,468
Bi-Weekly Amount:	\$ 3,319.72	\$ 3,406.42	\$ 3,493.17	\$ 3,570.24	\$ 3,666.62	\$ 3,767.77	\$ 3,864.15
Hourly:	\$ 47.4246	\$ 48.6632	\$ 49.9025	\$ 51.0034	\$ 52.3803	\$ 53.8253	\$ 55.2022

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION
ADDRESSING THE 2011 BUDGET CRISIS
AND SATISFYING RE-OPENER**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the parties' collective bargaining agreement contains a re-opener on the subject of 2011 Cost of Living pay adjustments (COLA);

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and the King County Prosecuting Attorneys Association agree as follows:

1. The parties have negotiated that all employees covered by the parties' collective bargaining agreement and represented by the King County Prosecuting Attorneys Association will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

The parties further agree that should the Prosecuting Attorney's Office face a net budget reduction for the following fiscal year, for any year covered by this Memorandum of Agreement, the contract between King County and the King County Prosecuting Attorneys Association covering wages and wage-related items, as well as this Memorandum of Agreement, may be reopened for the purpose of negotiating the issue of COLA for the following fiscal year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The agreement reached in this Memorandum of Agreement satisfies the parties' obligations under the reopener clause contained in Article 9, Section 1(d) of the parties' collective bargaining agreement.


6. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

7. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the King County Prosecuting Attorneys Association.

8. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the grievance procedure contained in the parties' collective bargaining agreement.

9. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.


For King County Prosecuting Attorneys
Association:



Jen Miller
Association President

Oct 7 '10
Date

For King County:



Patti Cole-Tindall
Director
Office of Labor Relations
King County Executive Office

10-7-2010
Date



King County

Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
King County Prosecuting Attorneys Association (Prosecuting Attorney's Office)
Labor Negotiator
Lance King

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. This contract extends the terms and conditions of the expired agreement from July 1, 2011, through June 30, 2013.
2. The cost-of-living adjustment for 2012, 2013, and 2014 are as follows: In 2012, employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling. In 2013 and 2014 employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.
3. The agreement may be re-opened for the purposes of bargaining wages at the request of either party.
4. The contract incorporates an existing memorandum of agreement, agreed to in 2010, related to the administration of personnel holidays.
5.
6.

TERM OF CONTRACT: July 1, 2011, through June 30, 2013

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Non-senior deputies in the Criminal Division of the Prosecuting Attorney's Office. Employees prosecute felonies and misdemeanors at all levels of trial and appellate courts.

NEGOTIATOR: Lance King

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Not applicable to the wages contract. Reduction-in-force provisions are set forth in the collective bargaining agreement between the Prosecuting Attorney's Office and the King County Prosecuting Attorneys Association.
➤ INTEREST-BASED BARGAINING:	The parties used an interest-based approach in the negotiations.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	Not applicable to the wages contract. Hiring and equal employment provisions are set forth in the collective bargaining agreement between the Prosecuting Attorney's Office and the King County Prosecuting Attorneys Association.
➤ CONTRACTING OUT OF WORK:	Not applicable to the wages contract. Provisions relating to contracting out of work are set forth in the collective bargaining agreement between the Prosecuting Attorney's Office and the King County Prosecuting Attorneys Association.
➤ LABOR / MANAGEMENT COMMITTEES:	Not applicable to the wages contract. Labor/Management Committees are provided for in the collective bargaining agreement between the Prosecuting Attorney's Office and the King County Prosecuting Attorneys Association.
➤ MEDIATION:	The contract contains a mediation/alternative dispute resolution process as a voluntary alternative to the grievance/arbitration process.
➤ CONTRACT CONSOLIDATION:	N/A
➤ HEALTH BENEFITS COST SHARING:	Health benefits for this bargaining unit are negotiated and set forth by the County's Joint Labor Management Insurance Committee.

COUNCIL POLICY	COMMENTS
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The parties began negotiating prior to the expiration date of the current contract and were diligent to negotiate this contract as expeditiously as possible.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The contract provides for use of temporary and part-time workers consistent with County policy.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The employees covered by this collective bargaining agreement are being paid on a biweekly schedule.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The collective bargaining agreement contains a provision protecting the employer from work stoppages.
➤ ADDITIONAL LEAVE PROVISIONS:	The collective bargaining agreement provides for leave consistent with King County policy and code.
➤ HOURS OF WORK:	The employees covered by this collective bargaining agreement are all Fair Labor Standards Act (FLSA) exempt employees.
➤ PERFORMANCE EVALUATIONS:	Not applicable to the wages contract. Performance evaluations are provided for in the collective bargaining agreement between the Prosecuting Attorney's Office and the King County Prosecuting Attorneys Association.

May 8, 2012

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable the King County Prosecuting Attorney's Office to meet its mission statement of serving the interests of justice and safety for King County citizens by administering cases in an efficient and fair manner.

The enclosed ordinance, if approved, will ratify the King County Prosecuting Attorneys Association collective bargaining agreement for the period of July 1, 2011, through June 30, 2013. This agreement covers 82 employees in the Prosecuting Attorney's Office. As required by law, this agreement covers only wages and wage-related matters, while all other working conditions are covered under a separate collective bargaining agreement between the King County Prosecuting Attorneys Association and the Prosecuting Attorney's Office.

The King County Prosecuting Attorneys Association bargaining unit consists of all non-senior deputies in the Criminal Division of the Prosecuting Attorney's Office. These employees represent King County and the State of Washington in the prosecution of felonies and misdemeanors in King County District and Superior Courts; state and federal courts of appeal; and the Washington and U.S. Supreme Courts. These employees handle a high case volume in a wide variety of criminal matters, including the juvenile court, domestic violence unit, sexually violent predators unit, and drug courts.

This agreement exercises sound fiscal management and helps build the County's long-term fiscal strength by keeping salary pay ranges at previous levels and by including a reopener clause for wages should the County have budgetary shortfalls in the future. The cost-of-living adjustments for 2012, 2013, and 2014 follow the standard County settlement agreed to with other labor organizations.

This agreement also contains improvements in efficiency as it incorporates an existing memorandum of agreement related to the administration of personal holidays, and clarifies other language for ease and efficient contract administration.

By maintaining wage ranges at previous levels, bargaining a reopener clause for wages, and negotiating the above-cited efficiencies, this agreement furthers the goals of the County's Strategic Plan by exercising sound financial management which helps the Prosecuting Attorney's Office to provide safety and justice to the citizens of King County.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the King County Prosecuting Attorney's Office.

Thank you for your consideration of this ordinance. This important legislation will help King County to continue to provide fair and efficient case handling by the King County Prosecuting Attorney's Office. For the reasons stated above, I strongly urge the King County Council to ratify this agreement.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Michael Woywod, Chief of Staff
 Mark Melroy, Senior Principal Legislative Analyst, BFM Committee
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
 Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	King County Prosecuting Attorneys Association (Prosecuting Attorney's Office)		
Effective Date:	7/1/2011 – 6/30/2013		
Affected Agency and/or Agencies:	Prosecuting Attorney's Office		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004	
Department Sign Off:	Mark Buening, Finance Manager, PAO	Phone: 296-9705	
Note Reviewed by: Supplemental Required?	NO <input type="checkbox"/> YES <input type="checkbox"/>	Doug Palmer, Budget Analyst	Phone: 263-9711

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2011	2012*	2013	2014**
CX	10	PAO	\$ 0	\$ 114,570	\$ 196,443	\$ 149,733
<i>TOTAL: Increase FM previous year</i>			\$ 0	\$ 114,570	\$ 196,443	\$ 149,733
<i>TOTAL: Cumulative</i>			\$ 0	\$ 114,570	\$ 311,013	\$ 460,746

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2010 Base	2011	2012*	2013	2014**
Salaries		PAO	\$ 6,113,070	\$ 0	\$ 99,643	\$ 170,850	\$ 130,225
OT			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
PERS & FICA			\$ 915,738	\$ 0	\$ 14,927	\$ 25,593	\$ 19,508
TOTAL			\$ 7,028,808				
<i>TOTAL: Increase FM previous year</i>				\$ 0	\$ 114,570	\$ 196,443	\$ 149,733
<i>TOTAL: Cumulative</i>				\$ 0	\$ 114,570	\$ 311,013	\$ 460,746

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period(s):** 7/1/2011 – 6/30/2013
- Wage Adjustments & Effective Dates:**
 - COLA:**
 - 90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%)
 - 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (Assumed 2.75%)
 - 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 2.04%)
 - Other:**
 - Retro/Lump Sum Payment:**
- Other Wage-Related Factors:**
 - Step Increase Movement:** Provisions unchanged.
 - PERS & FICA:** Payroll taxes assumed to be 14.98%.
 - Overtime:**
- Other Cost Factors:**
 - Employees assigned to Appellate Unit to receive 1/2 day of leave for each month in the unit. It is expected that this will result in a modest increase in the vacation cash-out of these employees in the future. That cost is unlikely to occur during the term of this agreement.
 - * This bargaining unit has already received the cost of living adjustment for 2012 as part of an agreement regarding Zero COLA for 2011.
 - ** This bargaining unit will receive cost of living adjustment for 2014 as part of an agreement regarding Zero COLA for 2011.