| 1<br>2<br>3 | Coalition Labor Agreement (CLA) - Appendix for 370 Agreement Between King County And King County Prosecuting Attorneys Association Prosecuting Attorney's Office |          |  |  |  |  |
|-------------|--|----------|--|--|--|--|
| 4           |  |          |  |  |  |  |
| 5           |  | :<br>1:  | PURPOSE1                                 |  |  |  |
| 6           |  | 2:       | RECOGNITION                              |  |  |  |
| 7           |  | 3:       | DEFINITIONS                              |  |  |  |
| 8           |  |          |  |  |  |  |
|             | ARTICLE  | 4:       | RIGHTS OF MANAGEMENT                     |  |  |  |
| 9           | ARTICLE  | 5:       | WORK STOPPAGES AND COUNTY PROTECTION2    |  |  |  |
| 10          | ARTICLE  | 6:       | VACATIONS                                |  |  |  |
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| 12          | ARTICLE  | 9:       | WAIVER CLAUSE 4                          |  |  |  |
| 13          | ARTICLE 1  | 0:       | SUPREMACY AND EXTRA AGREEMENTS5          |  |  |  |
| 14          | ADDENDU  | M A      | : ANNUAL SALARY SCHEDULE                 |  |  |  |
| 15          |  |          |  |  |  |  |
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1 AGREEMENT BETWEEN 2 KING COUNTY 3 **AND** KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION 4 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** The intent and purpose of this Agreement and the parallel Agreement between the Association 11 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 wages, hours and other working conditions of such employees in appropriate bargaining units. 16 17 This Agreement and the MLA set forth the agreement of the parties on wages and wage-related 18 matters. Matters not related to wages are covered in a separate but parallel Agreement between the King 19 County Prosecuting Attorney and the Association. It is expressly understood and agreed by the parties 20 that both 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 and the Juvenile Division of the King County Prosecutor's Office. 24 25 **ARTICLE 3: DEFINITIONS Section 1.** "Prosecuting Attorney" means the elected Prosecuting Attorney of King County. 26 27 **Section 2.** "County" means King County. 28 Section 3. "Deputy" means all full-time and regular part-time non-senior deputy prosecutors in

 the Criminal Division and the Juvenile Division of the King County Prosecutor's Office.

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

- Section 5. "Association" means the King County Prosecuting Attorneys Association.
- **Section 6.** "Association representative(s)" means those members of the bargaining unit who have been designated to represent the Association on matters referenced in this Agreement. The Association shall give advance notice in writing to the County of the names of the Association representative(s).

### ARTICLE 4: RIGHTS OF MANAGEMENT

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

## ARTICLE 5: WORK STOPPAGES AND COUNTY PROTECTION

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

**Section 2.** Upon notification in writing by the County to the Association that any employee(s) covered by this Agreement are engaged in such a work stoppage, the Association shall immediately in

writing order such employee(s) to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Association shall publicly order such employee(s) to cease engaging in a work stoppage.

# **ARTICLE 6: VACATIONS**

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

| Beginning<br>With Year | Ending<br>With Year | Months<br>of Service | Vacation<br>Accrual Rate | Approximate Days Accrued Per Year (based on 2080 hours) |
|------------------------|---------------------|----------------------|--------------------------|---|
| 0                      | 2                   | 000 thru 024         | 0.0462 X Basis Hours     | 12  |
| 3                      | 3                   | 025 thru 036         | 0.0500 X Basis Hours     | 13  |
| 4                      | 5                   | 037 thru 60          | 0.0577 X Basis Hours     | 15  |
| 6                      | 6                   | 61 thru 72           | 0.0616 X Basis Hours     | 16  |
| 7                      | 8                   | 73 thru 96           | 0.0654 X Basis Hours     | 17  |
| 9                      | 10                  | 97 thru 120          | 0.0693 X Basis Hours     | 18  |
| 11                     | 12                  | 121 thru 144         | 0.0731 X Basis Hours     | 19  |
| 13                     | 16                  | 145 thru 192         | 0.0770 X Basis Hours     | 20  |
| 17                     | 17                  | 193 thru 204         | 0.0808 X Basis Hours     | 21  |
| 18                     | 18                  | 205 thru 216         | 0.0847 X Basis Hours     | 22  |
| 19                     | 19                  | 217 thru 228         | 0.0885 X Basis Hours     | 23  |
| 20                     | 20                  | 229 thru 240         | 0.0924 X Basis Hours     | 24  |
| 21                     | 21                  | 241 thru 252         | 0.0962 X Basis Hours     | 25  |
| 22                     | 22                  | 253 thru 264         | 0.1001 X Basis Hours     | 26  |
| 23                     | 23                  | 265 thru 276         | 0.1039 X Basis Hours     | 27  |
| 24                     | 24                  | 277 thru 288         | 0.1077 X Basis Hours     | 28  |
| 25                     | 25                  | 289 thru 300         | 0.1116 X Basis Hours     | 29  |
| 26                     | 99                  | 301 and up           | 0.1154 X Basis Hours     | 30  |

#### **ARTICLE 7: CLASSIFICATION AND SALARY ADMINISTRATION**

### Section 1. Rates of Pay.

(a) Upon hire full-time deputies shall be paid at the rate of pay determined by the Prosecuting Attorney in their appointment, provided it is a rate that is set forth in the Addendum A salary schedule to this Agreement. Deputies shall advance a single step each year on their anniversary date until they reach the top step within the pay range, although the Prosecuting Attorney may advance a deputy to a higher step at any time. Steps 6, 8, and 10 shall not be used for automatic single step anniversary date step progression but may otherwise be used by the Prosecuting Attorney (e.g., A deputy at step 5 would advance to step 7 on their anniversary date, however a deputy at step 4 could, at the Prosecuting Attorney's discretion, be advanced to step 6 on their anniversary). Decisions concerning step placement or advancement are within the sole discretion of the Prosecuting Attorney and are not subject to the dispute resolution provisions of this Agreement, nor are they subject to the dispute resolution provisions of the parallel Agreement between the Association and the King County Prosecuting Attorney; however, if a deputy is, for disciplinary reasons, not advanced into a higher step on their anniversary date according to the standard yearly progression, that decision is subject to the dispute resolution procedures set forth in Article 18 of the parallel Agreement.

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

#### **ARTICLE 8: MISCELLANEOUS**

MLA Working Conditions. Any working condition provisions in the Coalition Labor

Agreement shall not apply to employees represented by the Association, unless separately negotiated in the working conditions collective bargaining agreement or a memorandum of agreement between the Association and the King County Prosecuting Attorney.

#### **ARTICLE 9: WAIVER CLAUSE**

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement and in the separate but parallel Agreement between the Association and the King County Prosecuting

| 1        | Attorney. Therefore, the County and the Association, for the duration of this Agreement and the   |  |  |  |  |  |
|----------|---|--|--|--|--|--|
| 2        | Agreement between the Association and the King County Prosecuting Attorney, each agree to waive the   |  |  |  |  |  |
| 3        | right to oblige the other party to bargain with respect to any subject or matter not specifically referred to   |  |  |  |  |  |
| 4        | or covered by this Agreement or the Agreement between the Association and the King County   |  |  |  |  |  |
| 5        | Prosecuting Attorney.   |  |  |  |  |  |
| 6        | ARTICLE 10: SUPREMACY AND EXTRA AGREEMENTS  |  |  |  |  |  |
| 7        | The County agrees not to enter into any agreement or contract with deputies covered by the provisions of this Agreement, individually or collectively, which is inconsistent with the terms of this |  |  |  |  |  |
| 8        | Agreement and not approved by the Association.  |  |  |  |  |  |
| 9        |   |  |  |  |  |  |
| 10       | For the King County Prosecuting Attorneys Association:  |  |  |  |  |  |
| 11       |   |  |  |  |  |  |
| 12       | DocuSigned by:  Michael Takor   |  |  |  |  |  |
| 13       | Michael Tabor, President  Roxanne Rosse, Vice-President   |  |  |  |  |  |
| 14       | DocuSigned by:  |  |  |  |  |  |
| 15       | Evant Boostians, Secretary  Marlana Kuper, Treasurer  |  |  |  |  |  |
| 16       | Bruit Boothaile, socious j  |  |  |  |  |  |
| 17       |   |  |  |  |  |  |
| 18       | For King County:  |  |  |  |  |  |
| 19       | DocuSigned by:  |  |  |  |  |  |
| 20       | Sastia Po Adassi  |  |  |  |  |  |
|          | Labor Manager   |  |  |  |  |  |
| 21<br>22 | Office of Labor Relations   |  |  |  |  |  |
| 23       | Approved as to form for the King County   |  |  |  |  |  |
| 24       | Prosecuting Attorney's Office:  |  |  |  |  |  |
| 25       | DocuSigned by:  |  |  |  |  |  |
|          | Lessa Manion  |  |  |  |  |  |
| 26       | Prosecuting Attorney Chief of Staff   |  |  |  |  |  |
| 27       |   |  |  |  |  |  |
| 28       |   |  |  |  |  |  |

# **Addendum A: Deputy Prosecuting Attorney Annual Salary Schedule**

# **Deputy Prosecuting Attorney**

|         | 2021         | 2022         | 2023         | 2024         |
|---------|--------------|--------------|--------------|--------------|
|         | (1.5% GWI)   | (3% GWI)     | (4% GWI)     | (4% GWI)     |
| Step 1  | \$71,835.48  | \$73,990.54  | \$76,950.17  | \$80,028.17  |
| Step 2  | \$76,078.78  | \$78,361.14  | \$81,495.59  | \$84,755.41  |
| Step 3  | \$87,867.30  | \$90,503.32  | \$94,123.45  | \$97,888.39  |
| Step 4  | \$100,599.95 | \$103,617.95 | \$107,762.66 | \$112,073.17 |
| Step 5  | \$108,302.03 | \$111,551.09 | \$116,013.13 | \$120,653.66 |
| Step 6  | \$111,131.25 | \$114,465.18 | \$119,043.79 | \$123,805.54 |
| Step 7  | \$113,961.31 | \$117,380.15 | \$122,075.35 | \$126,958.37 |
| Step 8  | \$116,475.75 | \$119,970.02 | \$124,768.82 | \$129,759.57 |
| Step 9  | \$119,619.11 | \$123,207.69 | \$128,136.00 | \$133,261.43 |
| Step 10 | \$122,919.55 | \$126,607.14 | \$131,671.43 | \$136,938.28 |
| Step 11 | \$126,063.97 | \$129,845.89 | \$135,039.73 | \$140,441.32 |

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carolyn.coleman@kingcounty.gov IP Address: 97.113.85.23

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Pool: King County-King County Executive

Office-Office of Labor Relations

Location: DocuSign

Location: DocuSign

**Signer Events** 

Evan Boeshans

eboeshans@kingcounty.gov

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Signature

Even K. Boeslass

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Leesa Manion

leesa.manion@kingcounty.gov

Chief of Staff

Security Level: Email, Account Authentication

(None)

Lusa Manion

Signature Adoption: Pre-selected Style Using IP Address: 198.49.222.20

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ID: 29193f9e-c165-4a7a-8504-b4b15bd0d353

Marlana Kuper

marlana.kuper@kingcounty.gov

Security Level: Email, Account Authentication

(None)

Marlana Euper
E1191A3E4565490...

Signature Adoption: Pre-selected Style Using IP Address: 198.49.222.20

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**Electronic Record and Signature Disclosure:** 

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ID: e22333d5-84be-4466-ae3c-44b4a5679657

Michael Tabor

mtabor@kingcounty.gov

Security Level: Email, Account Authentication

(None)

—Docusigned by:
Michael Tabor

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| Envelope Summary Events                    | Status           | Timestamps           |  |  |
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| Signing Complete                           | Security Checked | 7/21/2022 8:20:36 AM |  |  |
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  reference and access; and
- Until or unless you notify King County Sub Account Office of Labor Relations as
  described above, you consent to receive exclusively through electronic means all notices,
  disclosures, authorizations, acknowledgements, and other documents that are required to
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  Relations during the course of your relationship with King County Sub Account Office
  of Labor Relations.