

September 14, 1993
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Introduced by BRIAN DERDOWSKI

Proposed No.

93-712

ORDINANCE NO.

11056

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Prosecuting Attorneys Association, representing employees in the Office of the Prosecuting Attorney; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Prosecuting Attorneys Association, representing employees in the office of the prosecuting attorney and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from _____, through and including _____.

INTRODUCED AND READ for the first time this 27th day of September, 1993.

PASSED this 4th day of October, 1993.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Carolina Sullivan
VICE Chair

ATTEST:

Donald C. Peterson
Clerk of the Council

APPROVED this 15th day of OCTOBER, 1993.

Palucca B. Steel
for King County Executive

Attachment:
Collective Bargaining Agreement

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AGREEMENT

11056

by and between

King County

and

King County Prosecuting Attorneys Association

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AGREEMENT BETWEEN

KING COUNTY

and

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

PREAMBLE

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

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ARTICLE I: PURPOSE

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

This Agreement sets forth the agreement of the parties on wages and wage-related matters. Non wage-related matters are covered in a separate but parallel Agreement between the King County Prosecuting Attorney and the Association. It is expressly understood and agreed by the parties that both Agreements are to be construed together, *in pari materia*.

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2 ARTICLE II: RECOGNITION

3 The employer recognizes the Association as the exclusive bargaining representative of
4 all full time and regular part-time non-senior deputy prosecutors in the Criminal and Fraud
5 divisions of the King County Prosecutor's Office.

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2 **ARTICLE III: DEFINITIONS**

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

5 **Section 2.** "Employer" means King County.

6 **Section 3.** "Deputy" means all full-time and regular part-time non-senior deputy
7 prosecutors in the Criminal and Fraud divisions of the King County Prosecutor's office.

8 **Section 4.** "Regular part-time deputies" are those deputies employed in regular deputy
9 prosecutor positions requiring 20 hours of work or more per week.

10 **Section 5.** "Anniversary date", for purposes of salary classification and administration,
11 shall be the first day of employment as a deputy for all deputies whose employment became
12 effective on or after July 1, 1993, provided that deputies whose employment became effective
13 before July 1, 1993 shall retain current January 1 or July 1 anniversary dates, as applicable.

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

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

19 **Section 8.** "Immediate family" shall be construed to mean persons related to a deputy
20 by blood or legal adoption as follows: grandmother, grandfather, mother, father, husband,
21 wife, son, daughter, brother, sister, any persons for whose financial or physical care the
22 deputy is principally responsible, and domestic partners. "Domestic partner(s)" shall be
23 construed as defined in King County Ordinance No. 10695, Section 1(A)(14), as now or
24 hereafter amended.

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ARTICLE IV: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The employer 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, the Association during the term of this Agreement 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 employer to the Association that any of its members are engaged in such a work stoppage, the Association shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the employer with a copy of such order. In addition, if requested by the employer, a responsible official of the Association shall publicly order such deputy to cease engaging in a work stoppage.

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ARTICLE V: HOLIDAYS

Section 1. Deputies shall be granted the following holidays with pay:

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

and any days designated by public proclamation of the Chief Executive of the state as a legal holiday.

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

Section 2. Each deputy shall receive two (2) additional personal holidays to be administered through the vacation plan. Both days shall be credited on January 1 of each calendar year.

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

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Section 4. Holiday benefits for regular, covered part-time deputies will be established based upon the ratio of hours actually worked to a standard work year. For example: if a regular, part-time deputy normally works four hours per day in a department that normally works eight hours per day, then the part-time deputy would be granted four-eighths of the holiday benefit allowed a full-time staff member.

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ARTICLE VI: VACATIONS

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

Years of Continuous service	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation <u>Allowed</u>
During the first year of continuous service:	10 days	20 days
During the second year of continuous service	11 days	22 days
During the third year of continuous service:	13 days	26 days
During the fourth and fifth years of continuous service:	15 days	30 days
During the sixth year of continuous service:	16 days	32 days
During the seventh and eighth years of of continuous service:	17 days	34 days
During the ninth and tenth years of of continuous service:	18 days	36 days
During the eleventh year of continuous service:	19 days	38 days
Twelve years or more of continuous service:	20 days	40 days

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Section 2. Vacation benefits for regular covered part-time deputies will be established based upon the ratio of hours actually worked to a standard work year. For example: if a regular, part-time deputy normally works four hours per day in a department that normally works eight hours per day, then the part-time deputy will be granted four-eighths of the holiday benefit allowed a full-time staff member with an equivalent number of years service.

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2 **ARTICLE VII: SICK LEAVE**

3 **Section 1. General Provisions**

4 (a) Every deputy in a regular full-time or covered part-time position shall accrue sick
5 leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours
6 of the deputy's position; except that sick leave shall not begin to accrue until the first of the
7 month following the month in which the deputy commenced employment. The deputy is not
8 entitled to sick leave if not previously earned.

9 As an example of the above formula, a deputy whose annual work schedule is 1824
10 hours shall accrue sick leave monthly at the rate of .00384615 times 1824, or 7 hours per
11 month.

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

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

15 (d) Separation from county employment except by reason of retirement or layoff due
16 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to
17 the deputy. Should the deputy resign in good standing or be laid off and return to the county
18 within two years, accrued sick leave shall be restored.

19 (e) Deputies who have at least five years county service and who retire as a result of
20 length of service or who terminate by reason of death shall be paid an amount equal to
21 twenty-five percent of their unused, accumulated sick leave, to a maximum of thirty days. All
22 payments shall be based on the deputy's base rate.

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

25 (g) Sick leave benefits for covered part-time deputies will be established based upon
26 the ratio of hours actually worked to a standard work year. For example, see Article V,
27 Section 4.
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2 ARTICLE VIII: CLASSIFICATION AND SALARY ADMINISTRATION

3 Rates of Pay.

4 (a) Effective from the first pay period after complete consummation of this Agreement
5 and the parallel Agreement between the Association and the King County Prosecuting
6 Attorney, or as soon thereafter as reasonably possible, full-time deputies shall be paid at the
7 step 1 rate of pay for the classification of the position to which the deputy is appointed by the
8 Prosecuting Attorney as provided in the salary schedule set forth in Addendum C to this
9 Agreement. Deputies classified as Deputy I advance to step 2 six months after their
10 anniversary date. Deputies classified as a Deputy V advance a step each year on their
11 anniversary date until they reach the top step within the pay range for the classification,
12 although the Prosecuting Attorney may advance a deputy to a higher step at any time.
13 Decisions concerning step placement or advancement are within the sole discretion of the
14 Prosecuting Attorney and are not subject to the grievance provisions of this Agreement, nor
15 are they subject to the grievance provisions of the parallel Agreement between the Association
16 and the King County Prosecuting Attorney.

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

19 (c) Effective from the first pay period after complete consummation of this Agreement
20 and the parallel Agreement between the Association and the King County Prosecuting
21 Attorney, or as soon thereafter as reasonably possible, salary rates shall be in accordance with
22 the salary schedule set forth in Addendum C of this Agreement.

23 (d) Deputies on the payroll at the time this Agreement and the parallel Agreement
24 between the Association and the King County Prosecuting Attorney are ratified by the
25 Association shall receive a one-time lump sum payment on the first available pay period after
26 the complete consummation of both Agreements, or as soon thereafter as reasonably possible.
27 This lump sum payment shall be the sum of (a) the amount the deputy would have earned in
28 1992 if paid on the 1992 (2.79%) COLA-adjusted salary schedule attached as Addendum B

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2 ARTICLE IX: GRIEVANCE PROCEDURE

3 The Prosecuting Attorney, in consultation with the Director of the Office of Human
4 Resource Management ("OHRM"), recognizes the importance and desirability of settling
5 grievances promptly and fairly in the interest of continued good employee relations and morale
6 and to this end the following procedure is outlined. To accomplish this, every effort will be
7 made to settle grievances at the lowest possible level of supervision.

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

10 Section 1. Definition.

11 A grievance shall be defined as an issue raised by a deputy or deputies or the
12 Association against the employer involving the interpretation or application of the specific
13 provisions of this Agreement, except any decision expressly described in this Agreement as
14 within the discretion of the employer.

15 Section 2. Procedure.

16 Step One -- A grievance shall be verbally presented by the aggrieved deputy, and such
17 deputy's Association representative if the deputy wishes, within ten (10) working days of the
18 occurrence or knowledge of the occurrence of such grievance, to the deputy's immediate
19 supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter
20 and notify the deputy within three working days. If a grievance is not pursued to the next
21 level within seven working days of the supervisor's decision, it shall be presumed resolved.

22 Step Two -- If, after thorough discussion with the supervisor, the grievance has not
23 been satisfactorily resolved, the deputy and Association representative shall reduce the
24 grievance to writing and present it to the Chief Civil Deputy Prosecuting Attorney. The Chief
25 Civil Deputy, after consultation with the Director of OHRM or his designee, shall schedule a
26 meeting within five working days to discuss the matter with the deputy and representative of
27 the Association. The Chief Civil Deputy, after consultation with the Director of OHRM or his
28 designee, shall make his written decision available to the aggrieved deputy and an Association

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minus the amount the deputy was actually paid on the basis of the salary schedule attached as Addendum A, and (b) the amount the deputy would have earned in 1993 if paid on the 1993 (2.61%) COLA-adjusted salary schedule attached as Addendum C minus the amount the deputy was actually paid on the basis of the salary schedule attached as Addendum A.

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2 representative within ten working days of the meeting. If the grievance is not pursued to the
3 next higher level within five working days, it shall be presumed resolved.

4 Step Three -- If, after thorough evaluation, the decision of the Chief Civil Deputy, in
5 consultation with the Director of OHRM or his designee, has not resolved the grievance to the
6 satisfaction of the deputy and the Association, the Association may present the grievance to the
7 Prosecuting Attorney, in consultation with the Director of OHRM or his designee. Grievances
8 at Step 3 must be processed through the Association. All letters, memoranda and other written
9 materials previously submitted to lower levels of supervision shall be made available for the
10 review and consideration of the Prosecuting Attorney in consultation with the Director of
11 OHRM or his designee. The Prosecuting Attorney, after consultation with the Director of
12 OHRM or his designee, may interview the deputy and/or his representative and receive any
13 additional related information which he may deem pertinent to the grievance. The Prosecuting
14 Attorney, after consultation with the Director of OHRM or his designee, shall make his
15 written decision available within ten working days of the date the Association presents the
16 grievance to the Prosecuting Attorney.

17 Step Four -- If, after thorough evaluation, the decision of the Prosecuting Attorney, in
18 consultation with the Director of OHRM or his designee, has not resolved the grievance to the
19 satisfaction of the deputy and the Association, the Association may request arbitration within
20 30 calendar days of the conclusion of Step 3 and must specify the exact question which it
21 wishes arbitrated. Grievances at Step 4 must be processed through the signatory parties. The
22 Association and the Prosecuting Attorney, after consultation with the Director of OHRM or his
23 designee, shall select a disinterested party, who must be a member of the Washington State Bar
24 Association, to serve as an arbitrator. In the event the parties are unable to agree upon an
25 arbitrator, then the arbitrator shall be selected from a panel of seven labor arbitrators, each of
26 whom must be a member of the Washington State Bar Association, furnished by the American
27 Arbitration Association ("AAA"). The arbitrator will be selected from the list by both the
28 employer and the Association, each alternately striking a name from the list until only one

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2 name remains. The arbitrator, under voluntary local arbitration rules of the AAA, shall be
3 asked to render a decision within thirty (30) days and the decision of the arbitrator shall be
4 final and binding on both parties.

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

8 The arbitrator's fee and expenses and any agreed upon court reporter's fee and
9 expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses
10 appearing on that party's behalf.

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

13 No matter may be arbitrated which the County by law has no authority over or no
14 authority to change.

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ARTICLE X: MEDICAL, DENTAL AND LIFE INSURANCE

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

Section 2. The Employer and the Association shall implement any changes in deputy insurance benefits which result from any agreement of the King County Joint Labor Management Insurance Committee.

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ARTICLE XI: MISCELLANEOUS

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

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ARTICLE XII: 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 Attorney. Therefore, the Employer and the Association, for the duration of this Agreement and the Agreement between the Association and the King County Prosecuting Attorney, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement or the Agreement between the Association and the King County Prosecuting Attorney.

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ARTICLE XIII: SAVINGS CLAUSE

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

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ARTICLE XIV: SUPREMACY AND EXTRA AGREEMENTS

The employer 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 Agreement and not approved by the Association.

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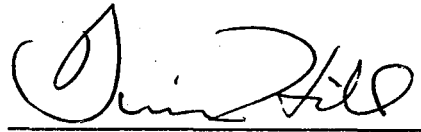
ARTICLE XV: DURATION

This Agreement and each of its provisions shall become effective on _____, such date being the date this Agreement and the parallel Agreement between the Association and the King County Prosecuting Attorney are finally consummated by all formal requisite means, and shall continue in full force and effect through December 31, 1993. The effectiveness of this Agreement is expressly dependent on the consummation by all formal requisite means of the parallel Agreement between the Association and the King County Prosecuting Attorney.

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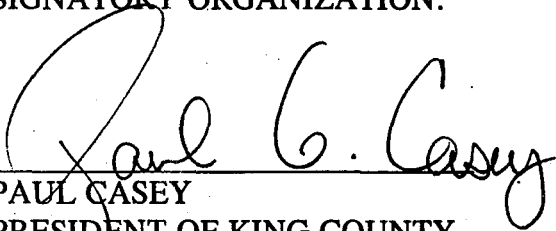
APPROVED this _____ day of _____, 1993.

KING COUNTY approved by
Ordinance # _____



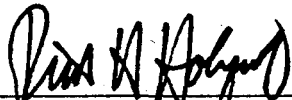
KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:



PAUL CASEY
PRESIDENT OF KING COUNTY
PROSECUTING ATTORNEYS ASSOCIATION

Approved as to form:



RICHARD H. HOLMQUIST
Chief Civil Deputy Prosecuting
Attorney

370:93-PA

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ADDENDUM A

11056

Final 1991 Attorney Salary Plan w/ 5.49% rounded

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Senior Intern:	\$24,000						
Semi-monthly:	1,000						
Deputy Pros Atty I	\$31,700	\$32,800					
Semi-monthly:	1,320.84	1,366.67					
Deputy Pros Atty II	\$34,900						
Semi-monthly:	1,454.17						
Deputy Pros Atty III	\$39,100						
Semi-monthly:	1,629.17						
Deputy Pros Atty IV	\$44,400						
Semi-monthly:	1,850.00						

Final 1991 Attorney Salary Plan w/ 5.49% rounded

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Deputy Pros Atty V	\$47,500	\$48,700	\$49,800	\$51,100	\$52,400		
Semi-monthly:	1,979.17	2,029.17	2,075.00	2,129.17	2,183.34		

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ADDENDUM B

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1992 Attorney Salary Plan w/ 2.79% rounded to next \$100

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Senior Intern:	\$24,000						
Semi-monthly:	1,000.00						
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Deputy Pros Atty I	\$32,600	\$33,800					
Semi-monthly:	1,358.34	1,408.34					
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Deputy Pros Atty II	\$35,900						
Semi-monthly:	1,495.84						
<hr/>							
Deputy Pros Atty III	\$40,200						
Semi-monthly:	1,675.00						
<hr/>							
Deputy Pros Atty IV	\$45,700						
Semi-monthly:	1,904.17						
<hr/>							
Deputy Pros Atty V	\$48,500	\$50,100	\$51,200	\$52,600	\$53,900		
Semi-monthly:	2,037.50	2,087.50	2,133.35	2,191.67	2,245.84		
<hr/>							

1993 Attorney Salary Plan w/ 2.61% rounded to next \$100

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Senior Intern:	\$24,000						
Semi-monthly:	1,000.00						
Deputy Pros Atty I	\$33,500	\$34,700					
Semi-monthly:	1,395.84	1,445.84					
Deputy Pros Atty II	\$36,900						
Semi-monthly:	1,537.50						
Deputy Pros Atty III	\$41,300						
Semi-monthly:	1,720.84						
Deputy Pros Atty IV	\$46,900						
Semi-monthly:	1,954.17						
Deputy Pros Atty V	\$50,200	\$51,500	\$52,600	\$54,000	\$55,400		
Semi-monthly:	2,091.67	2,145.84	2,191.67	2,250.00	2,308.34		

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ADDENDUM C