

November 30, 1995

LARRY PHILLIPS  
Greg Nickels  
Introduced By: Brian Derdowski

Proposed No.: 95-795

ORDINANCE NO. ~~12047~~

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and 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 January 1, 1994, through and including December 31, 1996.

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SECTION 3. The King County Council finds as a fact that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.

INTRODUCED AND READ for the first time this 20th day of November, 1995.

PASSED by a vote of 13 to 0 this 4th day of December, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 12th day of December, 1995.

Ray Lohr  
King County Executive

Attachment:  
Collective Bargaining Agreement

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3 AGREEMENT  
4 BY AND BETWEEN  
5 KING COUNTY  
6 AND  
7 KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

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26 *Prosecuting Attorney's Association*  
27 *January 1, 1994 through December 31, 1996*  
28 *Page 1*

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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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**ARTICLE II: RECOGNITION**

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

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**ARTICLE III: DEFINITIONS**

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

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

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

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

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

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

**Section 7.** "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 Employer of the names of the Association representative(s).

**Section 8.** "Immediate family" shall be construed to mean persons related to a deputy by blood or legal adoption as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister, any persons for whose financial or physical care the deputy is principally responsible, and domestic partners. "Domestic partner(s)" shall be construed as defined in King County Ordinance No. 10695, Section 1(A)(14), as now or 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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3 **ARTICLE V: HOLIDAYS**

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

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

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

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

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

19 **Section 3.** A deputy must be in a pay status on the day prior to and the day following a  
20 holiday to be eligible for holiday pay; provided, however, that a deputy who has at least five years of  
21 County service and who retires at the end of the month, the last regularly scheduled working day of  
22 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.

23 **Section 4.** Holiday benefits for regular, covered part-time deputies will be established based  
24 upon the ratio of hours actually worked to a standard work year. For example: if a regular, part-time  
25 deputy normally works four hours per day in a department that normally works eight hours per day,

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then the part-time deputy would be granted four-eighths of the holiday benefit allowed a full-time staff member.

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3 **ARTICLE VI: VACATIONS**

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

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

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22           Section 2. Vacation benefits for regular covered part-time deputies will be established based  
23 upon the ratio of hours actually worked to a standard work year. For example: if a regular, part-time  
24 deputy normally works four hours per day in a department that normally works eight hours per day,  
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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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3 **ARTICLE VII: SICK LEAVE**

4 **Section 1. General Provisions**

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

10 As an example of the above formula, a deputy whose annual work schedule is 1824 hours  
11 shall accrue sick leave monthly at the rate of .00384615 times 1824, or 7 hours per 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 to lack  
16 of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the deputy.  
17 Should the deputy resign in good standing or be laid off and return to the county within two years,  
18 accrued sick leave shall be restored.

19 (e) Deputies who have at least five years county service and who retire as a result of length  
20 of service or who terminate by reason of death shall be paid an amount equal to twenty-five percent  
21 of their unused, accumulated sick leave, to a maximum of thirty days. All payments shall be based on  
22 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 the ratio  
26 of hours actually worked to a standard work year. For example, see Article V, Section 4.

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**ARTICLE VIII: CLASSIFICATION AND SALARY ADMINISTRATION**

**Rates of Pay.**

(a) Full-time deputies shall be paid at the step 1 rate of pay for the classification of the position to which the deputy is appointed by the Prosecuting Attorney as provided in the salary schedule set forth in Addendum C to this Agreement. Deputies classified as Deputy I advance to step 2 six months after their anniversary date. Deputies classified as a Deputy V advance a step each year on their anniversary date until they reach the top step within the pay range for the classification, although the Prosecuting Attorney may advance a deputy to a higher step at any time. Decisions concerning step placement or advancement are within the sole discretion of the Prosecuting Attorney and are not subject to the grievance provisions of this Agreement, nor are they subject to the grievance provisions of the parallel Agreement between the Association and the King County Prosecuting Attorney; provided, however, if a deputy in deputy I, II, III and IV classifications is, for disciplinary reasons, not promoted into a higher classification on his or her anniversary date according to the standard yearly progression, that decision is subject to the grievance procedures set forth in Article XVII 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 35-hour work week.

(c) Effective January 1, 1994, salary rates shall be in accordance with the salary schedule set forth in Addendum C of this Agreement.

(d) Effective on January 1, 1996, the base wage rates as set forth above shall be increased by 90% of the DPI-W All Cities Index (September 1994 - September 1995) with a maximum increase of six (6) percent but no less than two (2) percent.

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3 **ARTICLE IX: GRIEVANCE PROCEDURE**

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

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

11           Section 1. Definition.

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

16           Section 2. Procedure.

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

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

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

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



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3 arbitrator will be selected from the list by both the employer and the Association, each alternately  
4 striking a name from the list until only one name remains. The arbitrator, under voluntary local  
5 arbitration rules of the AAA, shall be asked to render a decision within thirty (30) days and the  
6 decision of the arbitrator shall be final and binding on both parties.

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

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

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

14           No matter may be arbitrated which the County by law has no authority over or no authority  
15 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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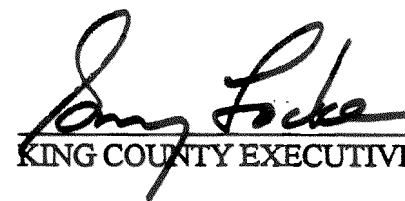
**ARTICLE XV: DURATION**

This Agreement and each of its provisions shall become effective upon ratification and final consummation by all formal requisite means by the Metropolitan King County Council, and shall be effective from January 1, 1994 through December 31, 1996. 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. Negotiations for a successor agreement shall commence no later than June 1, 1996.


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APPROVED this 9<sup>th</sup> day of November, 1995.

KING COUNTY approved by  
Ordinance # \_\_\_\_\_

  
KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:

  
JIM MARNER  
President  
King County Prosecuting Attorneys Association

Approved as to form:

RICHARD H. HOLMQUIST  
Chief Civil Deputy Prosecuting  
Attorney

95con.doc



King County Prosecuting Attorneys' Association

**12047**

1994 Monthly

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Intern	\$2,000.00				
Deputy Prosecuting Attorney I	\$2,858.34	\$2,958.34			
Deputy Prosecuting Attorney II	\$3,150.00				
Deputy Prosecuting Attorney III	\$3,525.00				
Deputy Prosecuting Attorney IV	\$4,000.00				
Deputy Prosecuting Attorney V	\$4,283.34	\$4,391.68	\$4,483.34	\$4,608.34	\$4,725.00

1995 Monthly

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Intern	\$2,000.00				
Deputy Prosecuting Attorney I	\$2,941.70	\$3,041.70			
Deputy Prosecuting Attorney II	\$3,241.68				
Deputy Prosecuting Attorney III	\$3,625.00				
Deputy Prosecuting Attorney IV	\$4,108.34				
Deputy Prosecuting Attorney V	\$4,400.00	\$4,516.68	\$4,608.34	\$4,733.34	\$4,858.34

Monthly rate calculated with annual salary rounded to next \$100