



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 1, 2000

Ordinance 13912

Proposed No. 2000-0445.1

Sponsors Pullen, Nickels and Phillips

1 AN ORDINANCE approving and adopting the Collective
2 Bargaining Agreement negotiated by and between King
3 County and the Prosecuting Attorneys Association
4 representing employees in the Prosecuting Attorney's
5 Office; and establishing the effective date of said
6 Agreement

7
8 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

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



Ordinance 13912

13 SECTION 2. Terms and conditions of said agreement shall be effective from July
14 1, 2000, through and including June 30, 2003.

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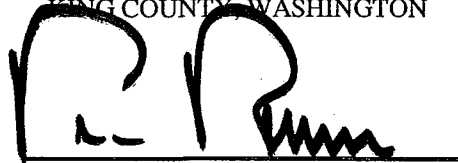
Ordinance 13912 was introduced on 7/24/00 and passed by the Metropolitan King
County Council on 7/31/00, by the following vote:

Yes: 9 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Pelz, Ms. Sullivan,
Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

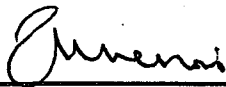
Excused: 4 - Mr. Phillips, Mr. McKenna, Mr. Nickels and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



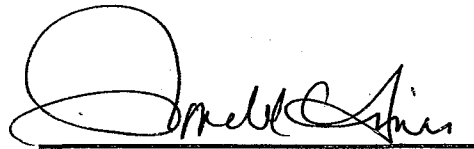
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of August, 2000.



Ron Sims, County Executive

Attachments

- A. Agreement by and between King County and King County Prosecuting Attorneys Association, B. Addendum A. King County Prosecuting Attorneys Association 2000 Attorney Salary Schedule with 2.52% COLA rounded to the next \$100, C. Addendum B. King County Prosecuting Attorneys Association 2001 Attorney Salary Schedule reflects 2001 KCDPA Labor Agreements before 2001 COLA adjustment, D. Agreement by and between King County Prosecuting Attorney and King County Prosecuting Attorneys Association July 1, 2000 to June 30, 2003





**AGREEMENT
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."

1 **ARTICLE 1: PURPOSE**

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

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

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1 **ARTICLE 2: RECOGNITION**

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

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1 **ARTICLE 3: DEFINITIONS**

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

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

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

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

8 **Section 5.** "Anniversary date," for purposes of salary classification and administration, shall be
9 the first day of employment as a deputy for all deputies whose employment became effective on or after
10 July 1, 1993; for all other deputies, the applicable anniversary date shall be either the first or the
11 sixteenth of the month, whichever is closest to the deputy's first day of employment as a deputy,
12 provided that where the Employer has assigned a deputy an earlier anniversary date under a prior
13 Agreement, the deputy shall retain that earlier anniversary date.

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

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

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

24 **Section 9.** "Effective date of this Agreement" shall be the first date upon which this agreement
25 is effective as that period is defined under ARTICLE 15: DURATION of this Agreement.

1 **ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

1 **ARTICLE 5: HOLIDAYS**

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

3

4	New Year's Day	January 1
5	Martin Luther King's Birthday	Third Monday in January
6	President's Day	Third Monday in February
7	Memorial Day	Last Monday in May
8	Independence Day	July 4
9	Labor Day	First Monday in September
10	Veterans' Day	November 11
11	Thanksgiving Day	Fourth Thursday in November
12	Day after Thanksgiving	
13	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 holiday
20 to be eligible for holiday pay; provided, however, that a deputy who has at least five years of County
21 service and who retires at the end of the month, the last regularly scheduled working day of which is
22 observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before
23 the day observed as a holiday.

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

1 **ARTICLE 6: VACATIONS**

2 **Section 1.** Upon the Effective date of this Agreement, regular, full-time deputies shall receive
3 vacation benefits as indicated in the 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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26 **Section 1A.** No deputy shall be permitted to carry over more than 420 hours of accrued
27 vacation from one calendar year to another.

28 **Section 2.** Vacation benefits for regular covered part-time deputies will be established based

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

5 **Section 3.** Any deputy employed by the Employer on the effective date of this agreement who
6 is rehired within two years after separation for any reason shall accrue vacation benefits at the same rate
7 as when the separation occurred. The deputy's employment anniversary shall reflect the full amount of
8 service in King County.

1 **ARTICLE 7: SICK LEAVE**

2 **Section 1. General Provisions**

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

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

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

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

13 (d) Separation from County employment except by reason of retirement, shall cancel all sick
14 leave currently accrued to the deputy. Should the deputy resign in good standing or be laid off and
15 return to the County within two years, accrued sick leave shall be restored.

16 (e) Upon the effective date of this Agreement, Deputies who have at least five years County
17 service and who retire as a result of length of service or who terminate by reason of death shall be paid
18 an amount equal to thirty-five percent of their unused, accumulated sick leave. All payments shall be
19 based on the deputy's base rate.

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

22 (g) Sick leave benefits for covered part-time deputies will be established based upon the ratio of
23 hours actually worked to a standard work year. For example, see Article 5, Section 4.

1 **ARTICLE 8: CLASSIFICATION AND SALARY ADMINISTRATION**

2 **Rates of Pay.**

3 (a) Full-time deputies shall be paid at the Step 1 rate of pay for the classification of the position
4 to which the deputy is appointed by the Prosecuting Attorney as provided in the relevant salary schedule
5 set forth the Addenda to this Agreement. Deputies classified as Deputy I advance to Step 2 six months
6 after their anniversary date. Deputies classified as a Deputy I, II, III or IV advance a classification each
7 year on their anniversary date until they reach the classification of Deputy V, although the Prosecuting
8 Attorney may advance a deputy to a higher classification at any time. Deputies classified as a Deputy V
9 advance a step each year on their anniversary date until they reach the top step within the pay range for
10 the classification, although the Prosecuting Attorney may advance a deputy to a higher step at any time.
11 Decisions concerning step placement or advancement are within the sole discretion of the Prosecuting
12 Attorney and are not subject to the dispute resolution provisions of this Agreement, nor are they subject
13 to the dispute resolution provisions of the parallel Agreement between the Association and the King
14 County Prosecuting Attorney; provided, however, if a deputy in any classification except the Deputy V,
15 Step 7 classification is, for disciplinary reasons, not promoted into a higher classification on his or her
16 anniversary date according to the standard yearly progression, that decision is subject to the dispute
17 resolution procedures set forth in Article 17 of the parallel Agreement.

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

20 (c) On January 1, 2001, the salaries for all Deputy classifications and steps shall be increased by
21 2.5% over the 2000 salary set forth in Addendum A to this Agreement as "2000 Salary Schedule"; the
22 resulting pay schedule shall be set out in Addendum B to this Agreement as "2001 Salary Schedule."
23 Effective January 1, 2001 there shall be initiated a seventh step within the classification Deputy V with
24 a 2.5% increase in salary over Deputy V, Step 6, as adjusted.

25 (d) Additionally, effective on January 1, 2001, the salary rates as set forth in paragraph (c)
26 above and as reflected in Addendum B shall be increased by 90% of the CPI-W All Cities Index
27 (September 1999- September 2000) with a maximum increase of six (6) percent but no less than two (2)
28 percent.

1 (e) Effective on January 1, 2002, the salary rates as set forth in paragraph (d) above shall be
2 increased by 90% of the CPI-W All Cities Index (September 2000 - September 2001) with a maximum
3 increase of six (6) percent but no less than two (2) percent.

4 (f) Effective on January 1, 2003, the base wage rates as set forth in paragraph (e) above shall be
5 increased by 90% of the CPI-W All Cities Index (September 2001- September 2002) with a maximum
6 increase of six (6) percent but no less than two (2) percent.

7 (g) There will be a salary reopener on March 1, 2002 for the purpose of negotiating wage rates
8 (excluding COLA, which is provided in subparagraphs (d) through (f) of this article) for the period
9 July 1, 2002 to the expiration of this contract. The Association and the County agree to meet no later
10 than September 2001 to negotiate the parameters of a salary survey to be the basis for the wage reopener
11 for negotiations commencing on March 1, 2002. In the event the parties cannot agree to the parameters
12 of a salary survey, each party may complete its own salary survey. The results of both surveys shall be
13 used in the salary negotiations commencing in March, 2002. If the parties cannot agree on parameters
14 for a salary survey, each party may conduct their own survey, with both parties' surveys to be used in
15 salary negotiations. Any agreed changes to wages pursuant to this paragraph shall be effective July 1,
16 2002.

1 **ARTICLE 9: DISPUTE RESOLUTION PROCEDURES**

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

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

9 **Section 1. Definition.**

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

13 **Section 2. Procedure.**

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

20 **Step Two** - If, after thorough discussion with the supervisor, the grievance has not been
21 satisfactorily resolved, the deputy and Association representative shall reduce the grievance to writing
22 and present it to the Chief Civil Deputy Prosecuting Attorney. During Step 2 of this process, mediation
23 may be used with agreement of the Deputy, the Association, and the Chief Civil Deputy in consultation
24 with the Director, OHRM. If mediation is agreed to, mediation services will be selected from a
25 mutually agreeable source. If mediation is not chosen or is not successful in resolving the grievance, the
26 Chief Civil Deputy, after consultation with the Director of OHRM or his designee, shall schedule a
27 meeting within five working days to discuss the matter with the deputy and representative of the
28 Association. The Chief Civil Deputy, after consultation with the Director of OHRM or his designee,

1 shall make his written decision available to the aggrieved deputy and an Association representative
2 within ten working days of the meeting. If the grievance is not pursued to the next higher level within
3 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 at Step 3
8 must be processed through the Association. All letters, memoranda and other written materials
9 previously submitted to lower levels of supervision shall be made available for the review and
10 consideration of the Prosecuting Attorney in consultation with the Director of OHRM or his designee.
11 The Prosecuting Attorney, after consultation with the Director of OHRM or his designee, may interview
12 the deputy and/or his representative and receive any additional related information which he may deem
13 pertinent to the grievance. The Prosecuting Attorney, after consultation with the Director of OHRM or
14 his designee, shall make his written decision available within ten working days of the date the
15 Association presents the grievance to the Prosecuting Attorney.

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

1 be final and binding on both parties.

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

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

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

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

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

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

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

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

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

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

25 3. The parties will meet at mutually agreeable times to attempt to resolve the
26 matter.

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

28 5. If the matter is not resolved, the grievance will continue through the dispute

1 resolution process.

2 6. The moving party can initiate the next step in the dispute resolution process at
3 the appropriate times, irrespective of this process.

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

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

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1 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

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

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

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1 **ARTICLE 11: MISCELLANEOUS**

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

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1 **ARTICLE 12: WAIVER CLAUSE**

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

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1 **ARTICLE 13: SAVINGS CLAUSE**

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

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1 **ARTICLE 14: SUPREMACY AND EXTRA AGREEMENTS**

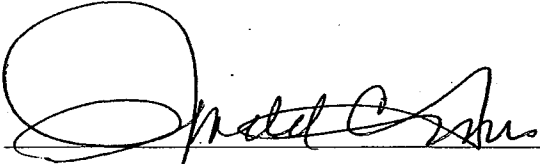
2 The Employer agrees not to enter into any agreement or contract with deputies covered by the
3 provisions of this Agreement, individually or collectively, which is inconsistent with the terms of this
4 Agreement and not approved by the Association.

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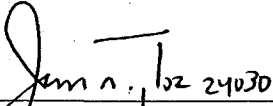
1 **ARTICLE 15: DURATION**

2 This Agreement and each of its provisions shall become effective upon ratification and final
3 consummation by all formal requisite means by the Metropolitan King County Council, and shall be
4 effective from the first full pay period after the ratification by the rank and file of the Association of this
5 agreement and the parallel agreement with the King County Prosecuting Attorney and shall continue for
6 a period of three years therefrom, (July 1, 2000 through June 30, 2003). The effectiveness of this
7 Agreement is expressly dependent on the consummation by all formal requisite means of the parallel
8 Agreement between the Association and the King County Prosecuting Attorney. Negotiations for a
9 successor agreement shall commence no later than January 1, 2003.

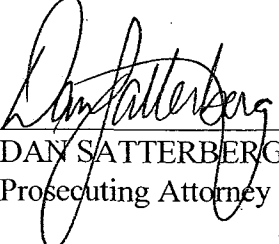
10
11 APPROVED this 20 day of July, 2000

12
13
14 By 
15 _____
16 King County Executive

17
18 **SIGNATORY ORGANIZATION:**

19
20 
21 _____
22 IAN TAYLOR
23 President
24 King County Prosecuting Attorneys Association

25 Approved as to form:

26 
27 _____
28 DAN SATTERBERG
Prosecuting Attorney Chief of Staff

ADDENDUM A
KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION
2000 ATTORNEY SALARY SCHEDULE WITH 2.52% COLA ROUNDED TO THE NEXT \$100

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<i>Deputy Prosecuting Attorney I</i>							
Annual:	\$ 39,700	\$ 41,200					
Semi-Monthly:	\$ 1,654.18	\$ 1,716.65					
Hourly*:	\$ 21.8143	\$ 22.6381					
<i>Deputy Prosecuting Attorney II</i>							
Annual:	\$ 43,800						
Semi-Monthly:	\$ 1,825.00						
Hourly*:	\$ 24.0670						
<i>Deputy Prosecuting Attorney III</i>							
Annual:	\$ 50,500						
Semi-Monthly:	\$ 2,104.16						
Hourly*:	\$ 27.7484						
<i>Deputy Prosecuting Attorney IV</i>							
Annual:	\$ 57,800		\$ 60,500				
Semi-Monthly:	\$ 2,408.32		\$ 2,520.83				
Hourly*:	\$ 31.7595		\$ 33.2431				
<i>Deputy Prosecuting Attorney V</i>							
Annual:	\$ 62,300	\$ 64,000	\$ 65,500	\$ 67,000	\$ 68,900	\$ 70,700	
Semi-Monthly:	\$ 2,595.82	\$ 2,666.69	\$ 2,729.16	\$ 2,791.65	\$ 2,870.85	\$ 2,945.85	
Hourly*:	\$ 34.2321	\$ 35.1666	\$ 35.9905	\$ 36.8146	\$ 37.8590	\$ 38.8480	

2000 COLA= 2.52%

* Deputies are not hourly employees. The inclusion of an hourly rate based upon a thirty five hour work week is purely for the purpose of providing this means of evaluating the salary. No suggestion is

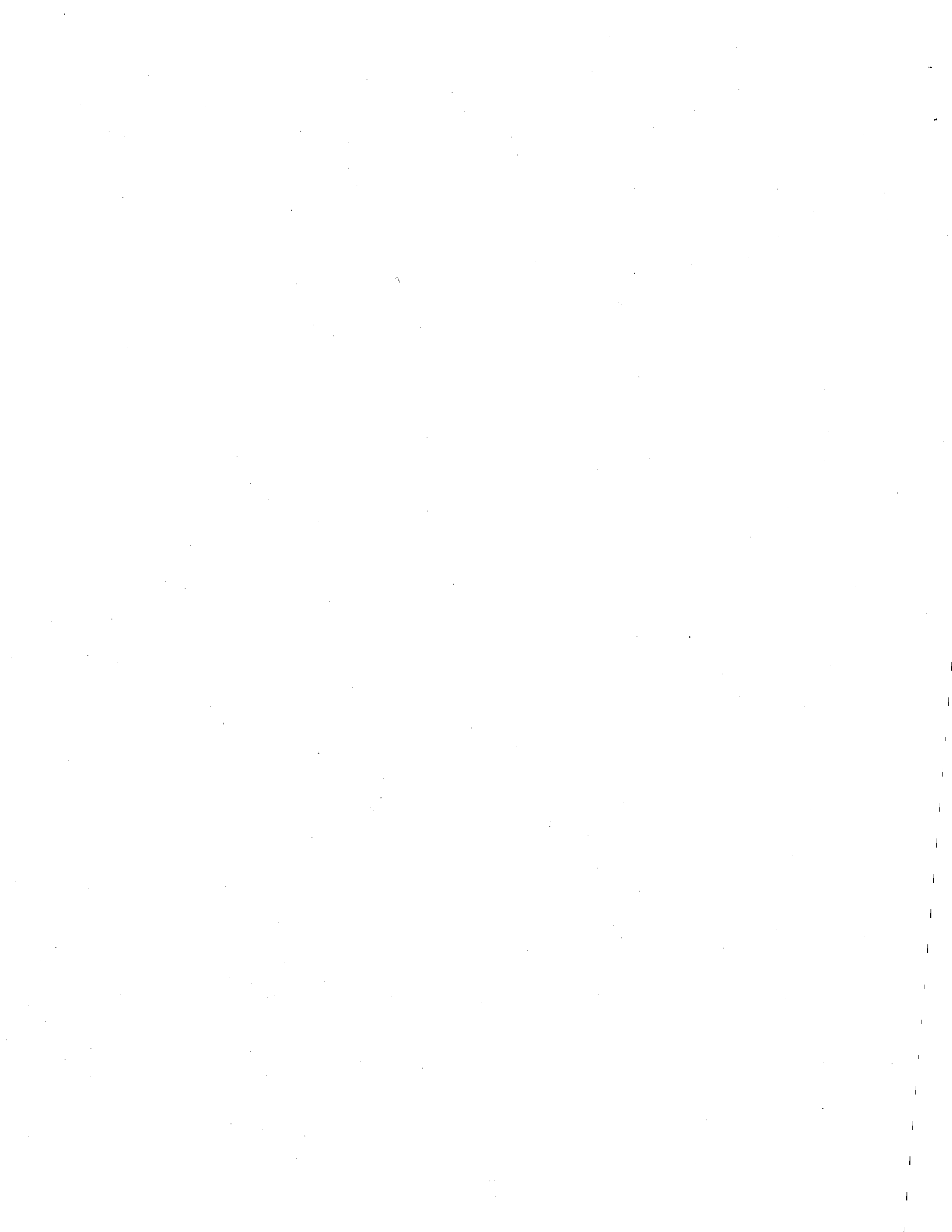


KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION
2001 ATTORNEY SALARY SCHEDULE REFLECTS 2001 KCDPA LABOR AGREEMENT BEFORE 2001 COLA ADJUSTMENT

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Deputy Prosecuting Attorney I							
Annual:	\$ 40,692.50	\$ 42,230.00					
Semi-Monthly:	\$ 1,695.52	\$ 1,759.58					
Hourly*:	\$ 22.3595	\$ 23.2043					
Deputy Prosecuting Attorney II							
Annual:	\$ 44,895.00						
Semi-Monthly:	\$ 1,870.63						
Hourly*:	\$ 24.6687						
Deputy Prosecuting Attorney III							
Annual:	\$ 51,762.50						
Semi-Monthly:	\$ 2,156.77						
Hourly*:	\$ 28.4422						
Deputy Prosecuting Attorney IV							
Annual:	\$ 59,245.00		\$ 62,012.50				
Semi-Monthly:	\$ 2,468.54		\$ 2,583.85				
Hourly*:	\$ 32.5536		\$ 34.0743				
Deputy Prosecuting Attorney V							
Annual:	\$ 63,857.50	\$ 65,600.00	\$ 67,137.50	\$ 68,675.00	\$ 70,622.50	\$ 72,467.50	\$ 74,279.19
Semi-Monthly:	\$ 2,660.73	\$ 2,733.33	\$ 2,797.40	\$ 2,861.46	\$ 2,942.60	\$ 3,019.48	\$ 3,094.97
Hourly*:	\$ 35.0881	\$ 36.0455	\$ 36.8904	\$ 37.7352	\$ 38.8053	\$ 39.8191	\$ 40.8145

2001 LABOR AGREEMENT
BEFORE COLA ADJUSTMENT= 2.50%

* Deputies are not hourly employees.
The inclusion of an hourly rate based upon a thirty five hour work week is purely for the purpose of providing this means of evaluating the salary.



AGREEMENT

by and between

KING COUNTY PROSECUTING ATTORNEY

and

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

July 1, 2000 to June 30, 2003

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AGREEMENT BETWEEN

KING COUNTY PROSECUTING ATTORNEY

and

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

PREAMBLE:

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

ARTICLE I: PURPOSE

The intent and purpose of this Agreement and the parallel Agreement between the Association and King County 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 non wage-related matters. Wage-related matters are covered in a separate but parallel Agreement between King County and the Association. It is expressly understood and agreed by the parties that both Agreements are to be construed together, in pari materia.

ARTICLE II: RECOGNITION

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

ARTICLE III: ASSOCIATION SECURITY

Section 1. It shall be a condition of employment that all deputies of the employer covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain in good standing during the term of this Agreement.

It shall be a condition of employment that all deputies of the employer covered by this Agreement who are not members of the Association in good standing shall become members within 30 days of the effective date of this Agreement.

It shall also be a condition of employment that all new deputies covered by this Agreement hired after the effective date of this Agreement shall, not later than the thirtieth day following the first day of their employment, become and remain members in good standing in the Association during the term of this Agreement. On the first day of employment, the employer shall provide each deputy with a written dues deduction authorization card. Each employee shall submit to the employer such authorization not later than the thirtieth day following his or her first day of employment.

Provided, that deputies with a bona fide religious objection to Association membership and/or association based on the bona fide tenets or teachings of a church or religious body of which such deputy is a member shall not be required to tender those dues or initiation fees to the

Association as a condition of employment. Such deputy shall pay an amount of money equivalent to regular Association dues and initiation fee to a non-religious charity mutually agreed upon between the deputy and the Association. The deputy shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the deputy and the Association cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. It shall be the obligation of the employee to show proof to the Association that he/she is eligible for such exemption; **Provided further**, that if an employee for any reason does not wish to be a member of the Association, that employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore the cost for such bargaining unit member shall be fixed proportionately at the amount of dues uniformly required of each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Agreement.

Section 2: Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit deputy, the employer shall have deducted from the pay of such deputy the amount of dues as certified by the secretary of the Association and shall transmit the same to the treasurer of the Association.

The Association will indemnify, defend and hold the employer harmless against any claims made and against any suit instituted by third parties against the employer on account of any check-off of dues for the Association. The Association agrees to refund to the employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

ARTICLE IV: RIGHTS OF MANAGEMENT

The management of the Prosecuting Attorney's Office and in the direction of the work force is vested by state law exclusively in the Prosecuting Attorney or his designee, subject to the terms of this Agreement. The Prosecuting Attorney has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. Such management prerogatives shall include all matters not specifically limited by this Agreement. Any term and condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Prosecuting Attorney.

Nothing herein shall be construed to be a waiver of the Association's statutory rights pursuant to RCW Chapter 41.56 ; provided, however, that this provision shall in no way limit the provisions of Article XXIV of this Agreement, or the provisions of Article XII of the parallel Agreement between the Association and King County.

The provisions of this Article shall apply with equal force and effect to the parallel Agreement between King County and the Association.

ARTICLE V: DEFINITIONS

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

Section 2. "Employer" means the Prosecuting Attorney of 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; for all other deputies, the applicable anniversary date shall be either the first or the sixteenth of the month, whichever is closest to the deputy's first day of employment as a deputy, provided that where the employer has assigned a deputy an earlier anniversary date under a prior Agreement, the deputy shall retain that earlier anniversary date. In the event that a deputy has been separated from employment with the Prosecuting Attorney's Office for any reason and subsequently rehired, the deputy's anniversary date shall reflect the full and actual amount of service in the Prosecuting Attorney's Office.

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.

ARTICLE VI: 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.

ARTICLE VII: DEPUTY RIGHTS AND ASSOCIATION PRIVILEGES

Section 1: Non-Discrimination.

The employer or the Association shall not unlawfully discriminate against any deputy with respect to compensation, terms, conditions, or privileges of employment because of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, Association membership, or any sensory or physical handicap.

The parties agree that appropriate personnel actions may be taken to accommodate employees with disabilities, as may be required under applicable law, and that such accommodations shall take precedence over any conflicting provisions of this agreement.

Section 2: Association Activities.

The employer agrees that on its premises, Association representatives designated in advance as authorized to represent the Association, shall be allowed to:

(a) Post Association notices. The employer agrees to provide suitable space for the Association on office bulletin boards. Posting by the Association on such boards is to be confined to the business of the Association and its activities, including, but not limited to, notices of Association meetings, Association election returns, Association appointments to office, and Association recreational or social affairs. The Association agrees to limit posting of such notices to its bulletin board space and to police such postings;

(b). Distribute Association literature to Association members, **provided** that such distribution shall be subject to reasonable restrictions regarding time and location agreed to by the Prosecutor and shall not interfere with or impede the work of the office, deputies, and staff; furthermore, all electronic communications shall also be consistent with the Prosecuting Attorney's Office's policies regarding electronic mail and internet usage;

(c). Attend negotiation meetings with the employer and/or Prosecuting Attorney on paid time;

(d). Submit communications authorized by the Association or its officers to the Prosecutor or his designee; and

(e). Consult with the Prosecuting Attorney or his designee, Association officers, or other Association representatives concerning any provisions of this Agreement. Designated

Association representatives shall be permitted a reasonable amount of on-duty time to conduct grievance resolution.

The employer also agrees to provide the Association with notice of new hires within 5 working days of commencement of employment, and within 15 working days of receipt of a written request from the Association to provide lists of current deputy positions.

The employer further agrees that designated representatives of the Association shall, for the purpose of investigating and discussing grievances, have reasonable access to work areas and to the personnel records of members of the bargaining unit. However, the Prosecuting Attorney retains sole discretion and authority to decide access to records other than the personnel records of members of the bargaining unit, subject to the provisions of the Public Disclosure Act, Chapter 42.17 RCW, Public Employees Collective Bargaining Act, Chapter 41.56 RCW, and the Criminal Records Privacy Act, Chapter 10.97 RCW, and any other applicable laws. The Prosecuting Attorney's decision in this regard shall not be subject to the dispute resolution provisions of this Agreement.

ARTICLE VIII: HOURS OF WORK

It is expressly understood by the parties that deputies are expected to work for such periods of time as are necessary to adequately and professionally handle assigned tasks. Deputies shall have a work week which normally will consist of five consecutive days. This Article is not subject to the dispute resolution provisions of Article XVIII.

ARTICLE IX: VACATIONS

Section 1. Vacation shall be accrued as provided in Article 6 ("Vacation") of the parallel agreement between King County and the Association. The employer may, at its discretion, allow deputies to take vacation up to the allowable annual rate of accrual prior to it being accrued; however, deputies who terminate for any reason and have used more vacation than they are entitled to, shall have the excess deducted from their final paycheck.

Section 2. Vacation may be used in one-half day increments at the discretion of the employer.

Section 3. Upon termination for any reason, the deputy shall be paid for unused accrued vacation up to 420 hours.

Section 4. No deputy shall earn the equivalent of a month's vacation credit during a month when the employee is absent without pay more than three working days.

Section 5. In cases of separation by death, payment of unused vacation benefits not exceeding 420 hours shall be made to the deputy's estate, or in applicable cases, as provided for by state law, RCW Title 11.

Section 6. No deputy shall be permitted to carryover more than 420 hours of accrued vacation from one calendar year to another.

Section 7. Consistent with past practice, the employer will make a good faith effort to allow vacation to be taken as requested by a deputy with reasonable notice. However, if in the discretion of the Prosecuting Attorney, the time taken would impede the ability of the office to meet its obligations, the vacation time will be rescheduled. If such vacation rescheduling results in a deputy having excess accrued vacation time, those excess hours are not forfeited. For every one

(1) week of vacation that must be canceled at the direction of the employer, the affected deputy will be allowed one (1) compensatory day off.

Section 8. An employee who is separated from employment with the County for any reason, and is subsequently rehired by the Prosecuting Attorney's Office, shall accrue vacation leave benefits at the same rate as when the separation occurred; additionally, the deputy's anniversary date shall reflect the full and actual amount of service in the Prosecuting Attorney's Office.

ARTICLE X: SICK LEAVE

Section 1. General Provisions

(a) Deputies who are absent for less than one-half of a workday will not be required to charge such absence against any accrued leave balances, nor will pay be reduced for absences of less than one-half of a workday. Deputies must notify their supervisors when they will be absent from work for part of the day.

(b) The employer is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed physician may be required for any requested sick leave absence.

(c) Deputies are eligible for payment on account of illness for the following reasons:

- (1) Deputy illness;
- (2) Noncompensable injury of a deputy (e.g., those injuries generally not eligible for worker's compensation payments);
- (3) Deputy disability due to pregnancy or childbirth;

(4) Deputy exposure to contagious diseases and resulting quarantine;

(5) Deputy keeping medical, dental, or optical appointments and reasonable travel time to and from such appointments.

(6) To care for a child of the deputy under the age of eighteen with a health condition that requires treatment or supervision.

(7) Up to three working days per calendar year may be used for attending school functions or volunteering at a school attended by the deputy's child.

(8) Up to one day of accumulated sick leave may be used by a full-time or covered part-time deputy for the purpose of being present at the birth of his or her child.

(d) In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged.

(e) An employee who is separated from employment with the County for any reason, and is subsequently rehired by the Prosecuting Attorney's Office within two years of such separation from employment, shall have restored all sick leave accrued as of the date of such separation.

ARTICLE XI: FAMILY AND MEDICAL LEAVE

Family and medical leave shall be governed by the terms and conditions of the Family and Medical Leave Policy (as amended) adopted by the Prosecuting Attorney on 26 July 1999. A copy of the current PAO FML policy is attached to this Agreement as Exhibit A.

ARTICLE XII: BEREAVEMENT

Section 1. Full-time deputies shall be entitled to five working days of bereavement leave per occurrence due to death of members of the deputy's immediate family or the immediate family of the deputy's spouse or domestic partner. For purposes of this section, "immediate family" shall be construed as per the provision of Article V, Section 8 of this Agreement.

Section 2. Full-time deputies who have exhausted their bereavement leave shall be entitled to use sick leave for each instance when death occurs to a member of the deputy's immediate family or the immediate family of the deputy's spouse or domestic partner.

Section 3. Bereavement benefits for covered part-time deputies will be established based upon the ratio of hours actually worked to a standard work year. For example, See Article V, Section 4, of the parallel Agreement between King County and the Association.

ARTICLE XIII: COURT LEAVE

Any deputy shall be granted leave with pay, except as herein limited, while (1) required to perform jury service; or (2) required to appear as a witness before a court or other public body on any matter in which the deputy is not personally involved. Fees for such service, exclusive of mileage, shall be deposited with the Prosecutor's Office.

ARTICLE XIV: OTHER LEAVES OF ABSENCE

Section 1. Shared Leave Policy

a. Vacation Hours. Any deputy who has completed at least one year of service may donate a portion of his or her accrued vacation to a full-time or part-time employee of the

Prosecuting Attorney's Office who has completed at least one year of service. Such donation will occur only upon written request to and approval of the donating and receiving employees' Division Chief and the Director of Management, Planning and Administration. Vacation donations are strictly voluntary. Deputies are prohibited from offering or receiving monetary or any other form of compensation in exchange for donating vacation hours.

The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours shall be permitted where it would cause the receiving employee to exceed his or her maximum vacation accrual. No deputy may donate more than twenty-five (25) of his or her vacation hours in a calendar year. Vacation hours shall be donated in five (5) hour increments.

Donated vacation hours must be used within ninety (90) calendar days following the date of transfer. Donated vacation hours are excluded from vacation payoff provisions contained in K.C.C. 3.12.190 (E and G) and the relevant provisions of this Agreement. For purposes of this section, the first hours used by the receiving employee shall be accrued vacation hours. Hours not used within 90 days will revert back to the donor.

b. Sick Leave Hours. Any deputy may donate a portion of his or her accrued sick leave to a full-time or part-time employee of the Prosecuting Attorney's Office who has completed at least six months of service, upon written request to and approval of the donating and receiving employees' Division Chief and the Director of Management, Planning and Administration. Sick leave hour donations are strictly voluntary. Deputies are prohibited from offering or receiving monetary or any other compensation in exchange for donating sick leave hours.

No donation shall be permitted unless the donating deputy's sick leave accrual balance

immediately subsequent to the donation is one hundred (100) hours or more. No deputy may donate more than twenty-five (25) of his or her sick leave hours in a calendar year. Sick leave hours shall be donated in five hour increments.

Donated sick leave hours must be used within ninety (90) calendar days. Donated sick leave hours are exempt from sick leave payoff provisions contained in K.C.C. 3.12.220 (J), and sick leave restoration provisions contained in K.C.C. 3.12.220 (G) and the relevant provisions of this Agreement. For purposes of this section, the first hours used by the receiving employee shall be accrued sick leave hours. Donated hours not used within 90 days shall revert back to the donor.

c. General Provisions. The combined number of donated vacation and sick leave hours that an employee may receive, as equated to that receiving employee's straight time rate of pay, shall not exceed one thousand hours in a two-calendar year period.

Donated hours shall be converted to a dollar value based upon the donor's straight time hourly rate. Such dollar value will be divided by the receiving employee's hourly rate to determine the actual number of hours donated.

The use of donated vacation and sick leave hours shall be governed by the policies of the Office of the Prosecuting Attorney regarding the use of vacation and sick leave hours.

Section 2. Military Leave. The Prosecuting Attorney or his designee shall grant, for a period not exceeding 15 days during each calendar year, leaves of absence with pay to regular deputies for the purpose of taking part in active military training duty as provided by state law, RCW 38.40.060; **provided** that a request for such leave shall be submitted in writing by the deputy and accompanied by a validated copy of military orders ordering such active training duty. The Prosecuting Attorney shall abide by applicable federal law in granting any military leave of absence

for a period in excess of 15 consecutive calendar days.

Section 3. Special Leaves Without Pay.

Deputies may take a general leave of absence if approved by the Prosecuting Attorney.

Section 4. Part-time Parental Leave. (1) In addition to the PAO Family Medical Leave Policy, a deputy who has exhausted his/her leave under the PAO FML policy may request a reduction in the deputy's full-time status to part-time status of no less than eighty percent (80%) of the deputy's full-time scheduled work week; **provided** that such deputy has completed three (3) years of services with the Prosecuting Attorney as a deputy prior to requesting part-time parental leave. Part-time parental leave will be subject to the following conditions:

- a. Part-time parental leave shall not exceed a period of six consecutive calendar months;
- b. A deputy requesting part-time parental leave shall meet with the deputy's supervising senior deputy to coordinate a part-time parental leave schedule satisfactory to both the deputy and the supervising senior deputy;
- c. Such proposed part-time schedule shall be subject to the advance approval of the deputy's Deputy Division Chief;
- d. Such part-time schedule shall be reviewed by both the deputy and the supervising senior deputy at least once each calendar month during the term of the deputy's part-time parental leave for the purpose of ensuring that essential office needs are met; and
- e. A deputy who elects part-time status under this section at all times retains the responsibility to ensure that all litigation demands and client demands for legal services which are associated with the deputy's position are met satisfactorily.

(2) In recognition that unique factors may arise from time to time which would make part-time parental leave unfeasible in a particular case, it is understood that part-time parental leave will be granted or denied at the discretion of the deputy's Division Chief. Requests for part-time parental leave will be considered in good faith on a case by case basis, with attention given to factors which include, but are not limited to, the nature of the demands upon a particular unit; the number of deputies available to adequately meet the needs of the office; the number of deputies on part-time parental leave at the time of the request; and the deputy's involvement in a general leave of absence pursuant to Section 3 of this Article. The Prosecuting Attorney or his designee may terminate a deputy's part-time parental leave if he determines such termination to be in the best interests of the Office.

(3) The Prosecuting Attorney retains the right to direct the work force and, if he deems necessary, may transfer a deputy from one work assignment or work unit to another for the purposes of accommodating the deputy's request for part-time parental leave at any time during the course of the leave or immediately thereafter.

(4) A deputy who elects part-time status under this section and works a reduced schedule shall accrue vacation and sick leave benefits at a rate equal to the ratio of hours actually worked to a standard work year. For example: if a deputy on part-time parental leave status works four days per week in a department that normally works five days per week, then the deputy on part-time parental leave will be granted four-fifths of the vacation and sick leave benefits allowed a full-time deputy with an equivalent number of years of service. Such deputy shall not be considered absent without pay for purposes of Article IX (Vacation), Section 4 of this Agreement and VII (Vacation), Section 1(b) of the parallel Agreement between the Association and King County.

ARTICLE XV: CLASSIFICATION AND SALARY ADMINISTRATION

Classification. Deputies in the bargaining unit shall be classified as follows:

DPA I, DPA II, DPA III, DPA IV, DPA V

Descriptions of these classifications are contained in Addendum A of the parallel Agreement between King County and the Association (as referenced in Article I of this Agreement). Deputies classified as a Deputy I, II, III or IV advance a classification each year on their anniversary date until they reach Deputy V, although the Prosecuting Attorney may advance a deputy to a higher step at any time. 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 additional 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; provided, however, if a deputy in any classification except the Deputy V, Step 7 classification is, for disciplinary reasons, not promoted into a higher classification or step as set out in this paragraph (a) on his or her anniversary date according to the standard yearly progression, that decision is subject to the dispute resolution procedures set forth in Article XVII of the parallel Agreement.

ARTICLE XVI: LAYOFFS

Layoffs for lack of funds, lack of work or reorganization of the office are a management prerogative and within the sole discretion of the Prosecuting Attorney, and shall not be subject to

the dispute resolution provisions of Article XVIII. If layoffs are to occur, the employer agrees to meet with the Association to discuss the layoff(s) as soon as reasonably possible. The employer further agrees to provide written notice to individual employee(s) to be laid off at least four weeks prior to the effective date of the layoff, if possible. An employee who is laid off but subsequently rehired by the Prosecuting Attorney's Office within two years of the layoff, shall have restored all sick leave accrued at the time of such layoff, and shall accrue vacation leave benefits at the same rate as when the layoff occurred; additionally, the deputy's anniversary date shall reflect the full amount of service in the Prosecuting Attorney's Office.

ARTICLE XVII: SUSPENSION, DEMOTION AND TERMINATION

Section 1. Except as provided in this Article, the Prosecuting Attorney shall not suspend, demote or terminate an employee for other than just cause.

Section 2. Suspension, demotion or termination actions which are based upon the Prosecuting Attorney's judgment concerning the professional competence of deputy prosecuting attorneys are not subject to Section 1 of this Article; such decisions of the Prosecuting Attorney shall be final and are not subject to the dispute resolution procedure outlined in Section 3 of this Article, or that specified by Article XVIII of this Agreement or Article IX of the parallel Agreement between the Association and King County.

Section 3. Modified Dispute Resolution Procedure. Notwithstanding the provisions of the dispute resolution procedure set forth in Article XVIII of this Agreement and Article IX of the parallel Agreement between the Association and King County, grievances filed under Section 1 of this Article shall be processed in accordance with the procedures specified in Article XVIII of this

Agreement, except that such dispute resolution procedure shall be deemed modified in the following respects:

(a) Delete "Step One."

(b) In "Step Two" and "Step Three", replace all references to the "Chief Civil Deputy" with "Chief Criminal Deputy."

Section 4. In the event the Prosecuting Attorney requires an employee to attend a meeting for purposes of discussing his/her suspension, demotion or termination, the employee should be advised in advance of his/her right to be accompanied by a representative of the Association. If the employee desires Association representation in said matter, he/she shall notify the Prosecuting Attorney or his designated representative at that time and shall be provided a reasonable time to arrange for Association representation.

Section 5. If the Prosecuting Attorney determines that suspension, demotion or termination is not warranted, the employer will keep confidential, to the extent permitted by law, all documents relating to such suspension, demotion or termination.

Section 6. At least twenty-four (24) hours before any disciplinary interview commences of an employee who is the subject of an investigation and after being advised of such employee's right to summon an Association representative, such employee shall be informed orally of the scheduled time for such interview and of the general nature of the investigation, including: (1) the approximate time period [at which the incident(s) which is/are the subject(s) of the investigation occurred]; (2) the identification of the complaining witness, unless the complaining witness has requested confidentiality. An employee who is not presently the subject of an investigation shall be informed immediately prior to any interview by the employer that such employee is not a subject of

the investigation but rather is a potential witness.

Section 7. Interviewing shall be completed within a reasonable time and shall be done in a reasonable and non-hostile manner. At least twenty-four (24) hours prior to all investigatory interviews of an employee who is the subject of an investigation, the employee shall be afforded an opportunity and facilities to contact and consult with his or her Association representative before being interviewed, and to be represented by the Association representative to the extent permitted by law. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his/her representative, and rest periods.

ARTICLE XVIII: DISPUTE RESOLUTION PROCEDURES

The Prosecuting Attorney recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

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

Section 1. Definition.

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

Section 2. Procedure.

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

Step Two – If, after thorough discussion with the supervisor, the grievance has not been satisfactorily resolved, the deputy and Association representative shall reduce the grievance to writing and present it to the Chief Civil Deputy Prosecuting Attorney. During step 2 of this process, mediation may be used with agreement of the Deputy, the Association, and the Chief Civil Deputy. If mediation is agreed to, mediation services will be selected from a mutually agreeable source. If mediation is not chosen or is not successful in resolving the grievance, the Chief Civil Deputy shall schedule a meeting within five working days to discuss the matter with the deputy and representative of the Association. The Chief Civil Deputy shall make his written decision available to the aggrieved deputy and an Association representative within ten working days of the meeting. If the grievance is not pursued to the next higher level within five working days, it shall be presumed resolved.

Step Three – If, after thorough evaluation, the decision of the Chief Civil Deputy has not resolved the grievance to the satisfaction of the deputy and the Association, the Association may present the grievance to the Prosecuting Attorney. Grievances at Step 3 must be processed through the Association. All letters, memoranda and other written materials previously submitted to lower

levels of supervision shall be made available for the review and consideration of the Prosecuting Attorney. The Prosecuting Attorney may interview the deputy and/or his representative and receive any additional related information which he may deem pertinent to the grievance. The Prosecuting Attorney shall make his written decision available within ten working days of the date the Association presents the grievance to the Prosecuting Attorney.

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

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

The arbitrator's fee and expenses and any agreed upon court reporter's fee and expenses

shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf.

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

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

Section 3. Alternative Dispute Resolution Procedures

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

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

1. A meeting will be arranged by the Association Representative, the Employer and OHRM representative (or their designees) to attempt to resolve the matter.
2. a. The meeting will include a mediator(s) and the affected parties.
b. The parties may mutually agree to other participants such as Association and Employer representatives or subject matters experts.
3. The parties will meet at mutually agreeable times to attempt to resolve the matter.
4. If the matter is resolved, the grievance will be withdrawn.
5. If the matter is not resolved, the grievance will continue through the dispute resolution

process.

6. The moving party can initiate the next step in the dispute resolution process at the appropriate times, irrespective of this process.
7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

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

ARTICLE XIX: MISCELLANEOUS

Section 1. Compensatory Time Off

- (a) Deputies who are assigned to and work weekend or holiday court calendars shall be allowed one day of compensatory time off for each such calendar worked.
- (b) Deputies who are assigned to the Domestic Violence Unit, the Special Assault Unit, Trial Teams, or the Drug Unit shall accrue one-half day of compensatory time off for each full month the deputy is so assigned and works in such assignment.
- (c) Felony trial deputies who spend fourteen (14) or more days in trial during any consecutive four week period shall be allowed one and one-half additional days of compensatory time off with pay.
- (d) Deputies who are required to attend in-house training sessions on weekend days shall be allowed one day of compensatory time off with pay on a one-day to three-day basis, calculated in one-half day increments.
- (e) The employer will make a good faith effort to allow such earned compensatory time

to be taken as requested by a deputy with reasonable notice. However, if in the discretion of the Prosecuting Attorney, the time taken would impede the ability of the office to meet its obligations, the compensatory time will be rescheduled and may be accrued.

(f) Deputies will be paid for unused accrued compensatory time at the time of separation from employment, regardless of the reason for separation.

Section 2. Temporary Help/Floaters.

(a) The employer agrees to limit its use of bar-qualified, full-time, hourly special deputies or "floaters" to 8 such deputies within the Criminal and Fraud Divisions at any given time. The employer further agrees to report to the Association on a monthly basis the number of full-time and part-time bar-qualified compensated special deputies or "floaters".

(b) With respect to the Private Sector Associate Program, the employer agrees to assign no more than 21 trials during each month to private sector associates: Provided, That the foregoing limitation shall not apply to full-time private sector associates assigned to, but not compensated by, the Prosecuting Attorney's Office for periods of up to three months. The employer further agrees to report to the Association on a monthly basis the number of trials assigned to private sector associates.

Section 3. Employer/Employee Relations.

(a) The parties recognize that matters of concern may be raised by either party at any time. The parties further recognize that by mutual agreement they may reopen this contract to negotiate any issue.

(b) The employer agrees to provide a copy of the monthly Criminal Division case statistics as generated by the Chief of Staff of the employer, or his designee, to the President of the King

County Prosecuting Attorneys Association and to provide advance notice of key budget deadlines known to the Prosecuting Attorney.

(c) The Prosecuting Attorney agrees to meet personally with the designated Association representatives and listen to their views in advance of submitting his annual budget request to the King County Executive and Budget Office.

Section 4. Bar Dues. The employer agrees to pay, as part of compensation, all mandatory dues for deputies to the Washington State Bar Association.

Section 5. Mileage Reimbursement. The employer agrees to reimburse deputies for mileage for required travel to outlying offices (offices other than Downtown and Juvenile) consistent with county ordinance approved mileage rates, provided that deputies assigned to the Regional Justice Center (RJC) shall receive mileage reimbursement for required travel to the Downtown office or Juvenile. For deputies temporarily assigned to the RJC for a rotation intended to last one year or less, mileage in accordance with county ordinance approved rates will be paid for the difference, if any, between the mileage from the deputy's home to the Downtown office and mileage from the deputy's home to the RJC.

Section 6. Medical, Dental and Life Insurance. The employer will pay the cost of medical, dental and life insurance benefits. Coverage begins on the 1st day of the calendar month following date of hire. If date of hire is the first working day of the month, insurance benefits coverage begins on the first calendar day of that month. Coverage shall extend to the last day of the calendar month in which the employee's employment with the Prosecuting Attorney's Office is discontinued. It is understood that the language contained in this Section is for illustrative purposes only, and that administration of the insurance coverage/payment provisions referenced in

this section, including the resolution of any disputes arising therefrom, is solely the responsibility of King County as per Article X of the parallel agreement between King County and the Association.

Section 7: Personnel Records.

Upon receiving a formal request under the Public Disclosure Act, Chapter 42.17 RCW, for all or part of a personnel file or internal investigation file, the affected employee shall be notified of the request. The employee shall be given three (3) working days to provide any reason for not releasing the requested documents. If the Employer concludes that the documents should not be released, it will not release the documents and will defend such failure to release in court, if necessary. If the Employer concludes the documents should be released, it will so notify the affected employee. The documents will not be released until the employee has had a reasonable opportunity to prevent the release under RCW 42.17.330, at the expense of the Association or the employee. The Association will indemnify and hold harmless the Employer from any damages or expenses incurred by the Employer as a result of a delay in the production of the records pursuant to this section.

Section 8. Bus Pass.

The Employer will provide a bus pass to deputies in accordance with KCC 3.12.188(A), as amended; provided, however, that bus passes shall only be provided as long as they are also provided to employees of the County, generally.

Section 9. Prosecuting Attorney's Office Identification.

The employer agrees to, after consultation with the Association, design, produce and issue official Prosecuting Attorney's Office identification to all deputy prosecuting attorneys by no later than 1 March 2001.

Section 10. Vacation Donation to Children of Deceased Employee.

Deputies shall be permitted to convert to cash up to 40 hours of either accrued vacation or accumulated compensatory time hours, or both, and to make a payroll deduction of the net cash amount from such conversion, after mandatory deductions, to a pre-paid college tuition program to benefit the children of a Prosecuting Attorney's Office employee who dies while engaged in the scope of his or her employment with the Prosecuting Attorney's Office.

ARTICLE XX: CONTINUING LEGAL EDUCATION

The employer agrees to provide the opportunity for each deputy to obtain fifteen CLE (Continuing Legal Education) credits annually through in-house training sessions at no expense to the deputy, training programs sponsored by the Washington Association of Prosecuting Attorneys (WAPA) with whatever reimbursement compensation is made available to the deputy (if any) in conjunction therewith by WAPA, or a combination of each. The employer shall determine the type, timing and substance of any training under this section.

ARTICLE XXI: PROFESSIONAL RESPONSIBILITY

The Employer and Association expressly acknowledge and recognize the unique status of deputies as lawyers and officers of the court. As such, deputies shall be and remain members in good standing of the Washington State Bar Association and shall otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct. Nothing in this Agreement will ever be construed so as to interfere with, inhibit or otherwise affect the obligations and responsibilities of deputies as

lawyers.

ARTICLE XXII: INDEMNIFICATION AND REPRESENTATION—COURT SANCTIONS

(a) The employer recognizes that deputies are entitled to the protections provided to all King County employees pursuant to the Risk Management ordinance Chapter 4.12 King County Code as it exists as of the date of the ratification of this agreement by the association. Any challenges shall be brought solely in accordance with general civil law for Chapter 4.12 decisions and shall not be subject to the dispute resolution provisions of this Agreement.

(b) The Prosecuting Attorney shall pay any sanctions, terms or fines levied by any court against deputies for acts or omissions committed by deputies in good faith and within the scope of their official duties; provided that consistent with King County Code 4.12.05OB(6), the Chief Civil Deputy Prosecuting Attorney shall resolve any and all questions relating to whether the deputy acted in good faith and within the scope of his or her official duties, in accordance with the procedures in Chapter 4.12 of the King County Code. Any challenges shall be brought solely in accordance with general civil law for Chapter 4.12 decisions and shall not be subject to the dispute resolution provisions of this Agreement.

ARTICLE XXIII: LABOR-MANAGEMENT COMMITTEE

In the spirit of cooperation, the Association and the Prosecuting Attorney agree that Association representative(s) and the Prosecutor or his designee(s) shall meet regularly to discuss problems or situations that occur during the term of the Agreement.

ARTICLE XXIV: 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 King County. Therefore, the Employer and the Association, for the duration of this Agreement and the parallel Agreement between the Association and King County, 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 parallel Agreement between the Association and King County.

ARTICLE XXV: 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.

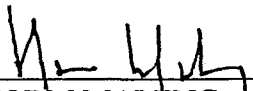
ARTICLE XXVI: SUPREMACY AND EXTRA AGREEMENTS

The employer agrees not to enter into any agreement or contract regarding wages, hours or working conditions with deputies covered by the provisions of this Agreement, individually or collectively, not approved by the Association.

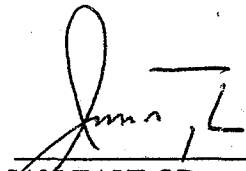
ARTICLE XXVII: DURATION

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 July 1, 2000 through June 30, 2003. The effectiveness of this Agreement is expressly dependent on the consummation by all formal requisite means of the parallel Agreement between the Association and King County. Negotiations for a successor agreement shall commence no later than January 1, 2003.

APPROVED this 2nd day of June, 2000.




NORM MALENG
Prosecuting Attorney



IAN TAYLOR
President, King County
Prosecuting Attorneys Association

Approved as to form:



DAN SATTERBERG
Prosecuting Attorney Chief of Staff

**“Exhibit A”
to PAO/DPAA Collective Bargaining Agreement**

**KING COUNTY PROSECUTING ATTORNEY’S OFFICE
FAMILY/MEDICAL/PARENTAL LEAVE POLICY**

I. ELIGIBILITY

Regular employees of the Prosecuting Attorney’s Office (PAO) are eligible for up to 18 weeks of Family, Medical and/or Parental leave. Employees are entitled to a total of 18¹ workweeks of leave during any 12 month period (measured forward from the date when the employee’s first FMLA leave begins) for one or more of the following:

1. the birth of a child and in order to care for such child;
2. the placement of a child under age 6 with the employee for adoption (Parental leave must be used within 12 months of the birth or placement with the adoptive parent. Parental leave may be taken on a reduced schedule subject to the approval of the employer.)
3. care for an immediate family member who has a serious medical condition which requires the employee’s presence. Immediate family member shall be construed to mean persons related to an employee 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 employee is principally responsible, and domestic partners.
4. serious health condition of the employee which requires inpatient care or ongoing treatment.

II. REDUCED SCHEDULE

Family and/or Medical Leave may be taken on a reduced schedule. A reduced schedule for parental leaves of absence are subject to the approval of the PAO.

III. USE OF PAID LEAVE

¹ Employees who have worked 1250 hours over the previous 12 months are eligible for 12 weeks of FMLA under the Federal FMLA Act of 1993 for some situations. (Please refer to sheet entitled “Your rights under the Family and Medical Leave Act of 1993”). The PAO FML policy allows for an additional 6 weeks and also allows for leave in some instances that are not covered by the Federal Act.

Employees may use *accrued* sick leave, compensatory and vacation leave towards Family, Medical and/or Parental Leave of Absence. The remainder of the leave of absence will be without pay. Employees may not borrow unaccrued vacation or sick leave for leaves of absence.

Employees must deplete their own sick leave, compensatory and vacation accruals before using any shared leave donations.

IV. MAINTENANCE OF HEALTH BENEFITS

The PAO will maintain medical, dental and vision premiums for up to 18 weeks in a 12 month period as defined above. Subsequent to use of all paid leave, employees on unpaid status who would like to maintain their life insurance, accidental death & dismemberment insurance and long term disability coverage must self pay the entire cost of this coverage. Employees will receive information from the Office of Human Resource Management (OHRM) regarding continuing this coverage. All benefits are restored when an employee returns from leave.

In some instances, the PAO may recover premiums that it has paid to maintain health coverage for an employee who fails to return to work from Family and/or Parental leave.

V. EMPLOYEE NOTICE

Whenever possible, employees seeking to use FMLA and/or PAO FML must make such requests in writing at least 30 days in advance. We would appreciate as much advance notice as possible. Otherwise, notice must be provided as soon as practicable (i.e. medical emergencies, premature births). Employees must complete the following forms:

1. *Employee Request/Employer Provisional Assignment of Family and Medical Leave (FMLA) and PAO Family and Medical Leave form.* The original copy should be submitted to the Personnel Office and a copy forwarded to the Chief Deputy and/or Supervisor of their work unit.
2. *FMLA/PAO FML Medical Certification form* to be completed by the attending physician and returned by the employee or doctor to the personnel office within 15 days of the request. Employees who are pregnant and requesting a family leave of absence do not need to submit this form. All other requests require medical certification.

The employee will receive written notification of leave status from the Personnel Office.

VII. CERTIFICATION REQUIREMENTS

The PAO may require medical certification (see Section V, #2 above) supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

If requested, the supporting document must state the date on which the health condition began and its probable duration. The Prosecuting Attorney's Office may require that an employee who requests family and/or medical leave obtain, at the Prosecuting Attorney's Office expense, the

opinion of a second health care provider regarding any of the information required in the medical certification. If the health care providers disagree on any factor which is determinative of the employee's eligibility for family/medical leave, the two health care providers will select a third health care provider, obtained at the expense of the Prosecuting Attorney's Office. The opinion of the third health care provider will be conclusive.

VIII. EXTENSION OF LEAVES

The King County Prosecuting Attorney's Office will not grant extensions to Family and Parental Leaves of Absence beyond the 18 weeks except under extraordinary circumstances. Employees wanting an extension of their leave must submit requests in writing to the Personnel Office.

The following, among other things, will be taken into consideration: the health of the mother and/or child; the seriousness of the health condition; accrued leave beyond the 18 weeks; seniority; impact on the department and/or work group.

IX. LEAVE TO CARE FOR TERMINALLY ILL CHILD

In addition to and separate from any Family Leave above, an employee may take up to 18 work weeks of leave to care for his or her child under 18 years old who has a terminal health condition. An employee is entitled to such leave only once for a given child.

For purposes of this section, "terminal health condition" means a condition caused by injury, disease, or illness, that, within reasonable medical judgment, is incurable and will produce death within the period of leave to which the employee is entitled.

Sections V (Employee Notice) and VII (Medical Certification) are applicable to this Section.

X. JOB STATUS

An employee who utilizes leave under the FMLA and/or PAO FML policy is entitled, upon return from leave or during any period of reduced leave, subject to layoff provisions, to:

- The same position the employee held when the leave began, or a position with equivalent status.
- Equivalent benefits, pay, and other terms and conditions of employment.