



**King County**

**Metropolitan King County Council  
Committee of the Whole**

**Staff Report**

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Agenda item No: **6**  
Ordinance No: **2009-0613**

Date: **November 16, 2009**  
Prepared by: **Clifton Curry**

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**SUBJECT**

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

**SUMMARY**

This Proposed Ordinance will ratify the collective bargaining agreement between King County and the King County Prosecuting Attorneys Association for the period of July 1, 2009, through June 30, 2011. This ordinance covers only wages and wage-related matters. The negotiations with this union are bifurcated so that the executive bargains only wages and wage-related matters with the Union, while the prosecutor bargains all other non-wage working conditions. Therefore, all other working conditions are covered under a separate collective bargaining agreement between the King County Prosecuting Attorneys Association and the Prosecuting Attorney's Office.

**The Bargaining Unit at a Glance**

The bargaining unit represents 96 employees in the Prosecuting Attorney's Office. The King County Prosecuting Attorneys Association bargaining unit consists of all non-senior deputies in the Criminal Division of the Prosecuting Attorney's Office. These employees represent King County and the State of Washington in the prosecution of felonies and misdemeanors in King County District and Superior Courts, state and federal courts of appeal, and the Washington and U.S. Supreme Court. These employees handle a very high case volume in a wide variety of criminal matters, including the juvenile court, domestic violence unit, sexually violent predators unit and drug courts.

**Consistency with Labor Policies**

The proposed bargaining agreement appears consistent with adopted labor policies.

**Performance Evaluations**

As noted above, the contract only covers wages and benefits. Performance evaluations are covered under the separate working conditions agreement.

## **Binding Arbitration**

The unit is not eligible for interest arbitration.

## **New Bargaining Agreement Provisions**

*New provisions.* The contract contains several non-economic changes, including: clarification of the application of leave benefits to part-time employees (these modifications are intended to reflect the employees' exempt status under the Federal Labor Standards Act), clarification of the definition of service date in the event an employee separates and returns after separating employment, clarification of sick leave cash-out upon retirement in the event the bargaining unit elects to participate in the Voluntary Employees' Beneficiary Association program offered to King County employees, and changing the personal holidays to be issued on October 1 and November 1 in accordance with King County policy.

## **Ongoing Contract Provisions**

Notable standard provisions are listed below.

*Cost of Living Adjustments (COLA)* – The agreement provides for the typical King County cost-of-living adjustments to be made on January 1, 2010, with a provision for the parties to return in 2010 to negotiate cost-of-living provisions for 2011. The cost-of-living increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

*Fiscal Note* – The cost to implement the CBA for 2010 is \$164,968 and for 2011 the contract costs have not been estimated. The executive reports that financial resources are available to support the contract.

## **ATTACHMENTS**

1. Proposed Ordinance 2009-0613
2. Fiscal Note
3. Transmittal Letter

## **INVITED**

1. Alex Golan, Labor Negotiator, Labor Relations, DES
2. Jim Johnson, Acting Manager, Labor Relations, DES
3. Jenn Miller, Association President, King County Prosecuting Attorneys Association



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 5, 2009**

**Ordinance**

**Proposed No. 2009-0613.1**

**Sponsors Ferguson**

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

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

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

**Ordinance**

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14            SECTION 2. Terms and conditions of said agreement shall be effective from July  
15            1, 2009, through and including June 30, 2011.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

\_\_\_\_\_  
Dow Constantine, Chair

ATTEST:

\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Kurt Triplett, County Executive

**Attachments**      A. Agreement By and Between King County and King County Prosecuting Attorneys Association, B. Addendum A--King County Prosecuting Attorneys Association--2009 Attorney Salary Grid

AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND

2009-613

KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION

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PREAMBLE ..... 1

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ADDENDUM A 2009 Salary Schedule



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.  
9 Matters not related to wages 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*.

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 Division of the King County  
4 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 Division of the King County Prosecutor's Office.

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

9 **Section 5.** "Anniversary date," for purposes of salary classification and administration, shall be  
10 either the first or the sixteenth of the month, whichever is closest to the deputy's first day of  
11 employment as a deputy, provided that where the Employer has assigned a deputy an earlier anniversary  
12 date under a prior Agreement, the deputy shall retain that earlier anniversary date. In the event that a  
13 deputy has been separated from employment with the Prosecuting Attorney's Office for any reason and  
14 subsequently rehired, the deputy's anniversary date shall reflect the full and actual amount of service in  
15 the Prosecuting Attorney's Office.

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

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

21 **Section 8.** "Effective date of this Agreement" shall be the first date upon which this agreement  
22 is effective as that period is defined under ARTICLE 16: DURATION of this Agreement.

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1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

8 **Section 2. Bi-weekly pay:** The right to define and implement a new payroll system,  
9 including but not limited to a bi-weekly payroll system, is vested exclusively in King County.  
10 Implementation of such system may include a conversion of wages and leave benefits into hourly  
11 amounts and the parties recognize King County's exclusive right to make the changes necessary to  
12 implement such payroll system.

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1 **ARTICLE 5: 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, during the term of this Agreement the Association  
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 6: HOLIDAYS**

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

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

13 and any days designated by public proclamation of the Governor of the State of Washington as a legal  
14 holiday.

15 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday,  
16 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 until the PAO  
19 adopts the new payroll system. Commencing the calendar year following implementation of the new  
20 payroll system, the days will be credited on October 1 and November 1 of each calendar year. Personal  
21 holidays may be used in the same manner as any vacation day earned.

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

27 **Section 4.** Holiday benefits for regular, covered part-time deputies will be pro-rated to reflect  
28 their part-time position (e.g., a 0.60 FTE will receive 60% pay for the holiday).

1 **ARTICLE 7: VACATIONS**

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

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<i>Years of Continuous Service</i>	<i>Equivalent Annual Vacation Credit</i>
<i>Upon beginning of Year 1</i>	<i>12 days</i>
<i>Upon beginning of Year 3</i>	<i>13 days</i>
<i>Upon beginning of Year 4</i>	<i>15 days</i>
<i>Upon beginning of Year 6</i>	<i>16 days</i>
<i>Upon beginning of Year 7</i>	<i>17 days</i>
<i>Upon beginning of Year 9</i>	<i>18 days</i>
<i>Upon beginning of Year 11</i>	<i>19 days</i>
<i>Upon beginning of Year 13</i>	<i>20 days</i>
<i>Upon beginning of Year 17</i>	<i>21 days</i>
<i>Upon beginning of Year 18</i>	<i>22 days</i>
<i>Upon beginning of Year 19</i>	<i>23 days</i>
<i>Upon beginning of Year 20</i>	<i>24 days</i>
<i>Upon beginning of Year 21</i>	<i>25 days</i>
<i>Upon beginning of Year 22</i>	<i>26 days</i>
<i>Upon beginning of Year 23</i>	<i>27 days</i>
<i>Upon beginning of Year 24</i>	<i>28 days</i>
<i>Upon beginning of Year 25</i>	<i>29 days</i>
<i>Upon beginning of Year 26</i>	<i>30 days</i>

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

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

25 **Section 3.** Any deputy who leaves employment for any non-disciplinary reason and is rehired  
26 within two years after separation shall accrue vacation benefits at the same rate as when the separation  
27 occurred. The deputy's employment anniversary shall reflect the full amount of service in King County.  
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1 **ARTICLE 8: SICK LEAVE**

2 **Section 1. General Provisions**

3 (a) Regular full-time deputies will receive one day (7 hours) of sick leave per month.  
4 Regular part-time deputies will receive sick leave benefits pro-rated to reflect their part-time position  
5 (e.g., a 0.60 FTE will receive 60% sick leave benefits per month).

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

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

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

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

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

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

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

2 **Section 1. Rates of Pay.**

3 (a) Full-time deputies shall be paid at the Step 1 rate of pay for the classification of the  
4 position to which the deputy is appointed by the Prosecuting Attorney as provided in the salary schedule  
5 set forth in the Addendum A to this Agreement. Deputies classified as a Deputy I, II, III or IV advance a  
6 classification each year on their anniversary date until they reach the classification of Deputy V,  
7 although the Prosecuting Attorney may advance a deputy to a higher classification at any time. Deputies  
8 classified as a Deputy V advance a step each year on their anniversary date until they reach the top step  
9 within the pay range for the classification, although the Prosecuting Attorney may advance a deputy to a  
10 higher step at any time. Decisions concerning step placement or advancement are within the sole  
11 discretion of the Prosecuting Attorney and are not subject to the dispute resolution provisions of this  
12 Agreement, nor are they subject to the dispute resolution provisions of the parallel Agreement between  
13 the Association and the King County Prosecuting Attorney; provided, however, if a deputy in any  
14 classification except the Deputy V, Step 7 classification is, for disciplinary reasons, not promoted into a  
15 higher classification on his or her anniversary date according to the standard yearly progression, that  
16 decision is subject to the dispute resolution procedures set forth in Article 18 of the parallel Agreement.

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

19 (c) Effective January 1, 2010, the base wage rates as set forth in Addendum A shall be  
20 increased by 90% of the CPI-W All Cities Index (September 2008 - September 2009) with a maximum  
21 increase of six (6) percent but no less than two (2) percent.

22 (d) Before the end of 2010, the parties will re-open negotiations solely for the purpose  
23 of negotiating any cost-of-living adjustments for the year 2011.

1 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

2 The Prosecuting Attorney, in consultation with the Director of the Human Resources Division  
3 (“HRD”), recognizes the importance and desirability of settling grievances promptly and fairly in the  
4 interest of continued good employee relations and morale and to this end the following procedure is  
5 outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level  
6 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  
11 involving the interpretation or application of the specific provisions of this Agreement, except any  
12 decision expressly described in this Agreement as within the discretion of the Employer or the  
13 Prosecuting Attorney.

14 **Section 2. Procedure.**

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

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

1 the Association. The Chief Criminal Deputy, after consultation with the Director of HRD or designee,  
2 shall make his/her written decision available to the aggrieved deputy and an Association representative  
3 within ten working days of the meeting. If the grievance is not pursued to the next higher level within  
4 five working days, it shall be presumed resolved.

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

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

1 decision within thirty (30) days and the decision of the arbitrator shall be final and binding on both  
2 parties.

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

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

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

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

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

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

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

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

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

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

27 3. The parties will meet at mutually agreeable times to attempt to resolve the  
28 matter.

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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. Either 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 grievance process.

1 **ARTICLE 11: 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 12: MISCELLANEOUS**

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

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1 **ARTICLE 13: WAIVER CLAUSE**

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

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1 **ARTICLE 14: 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 15: 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 16: DURATION**

2 This Agreement and each of its provisions shall become effective on the latter of July 1, 2009 or  
3 the date upon which the Agreement is fully ratified by both parties, and shall remain in effect until and  
4 including June 30, 2011. The effectiveness of this Agreement is expressly dependent on the  
5 consummation by all formal requisite means of the parallel Agreement between the Association and the  
6 King County Prosecuting Attorney.

7  
8 APPROVED this 4<sup>th</sup> day of November, 2009.

9  
10  
11  
12 By: Kurt Splitt  
13 King County Executive

14  
15 **KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION:**

16  
17 Jennifer Miller  
18 JENNIFER MILLER  
19 President  
20 King County Prosecuting Attorneys Association

21  
22 Approved as to form:

23  
24  
25 Leesa Manion  
26 LEESA MANION  
27 Prosecuting Attorney Chief of Staff  
28

**Addendum A**

**King County Prosecuting Attorneys Association**

**2009 Attorney Salary Grid** **2009-613**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Deputy Pros Atty I</b>	\$ 55,227						
7227							
Semi-Monthly:	\$ 2,301.12						
Hourly:	\$ 30.3445						
<b>Deputy Pros Atty II</b>	\$ 58,490						
7226							
Semi-Monthly:	\$ 2,437.08						
Hourly:	\$ 32.1373						
<b>Deputy Pros Atty III</b>	\$ 67,553						
7225							
Semi-Monthly:	\$ 2,814.71						
Hourly:	\$ 37.1171						
<b>Deputy Pros Atty IV</b>	\$ 77,341						
7224							
Semi-Monthly:	\$ 3,222.55						
Hourly:	\$ 42.4951						
<b>Deputy Pros Atty V</b>	\$ 83,263	\$ 85,438	\$ 87,614	\$ 89,546	\$ 91,964	\$ 94,501	\$ 96,918
7223							
Semi-Monthly:	\$ 3,469.30	\$ 3,559.91	\$ 3,650.56	\$ 3,731.10	\$ 3,831.83	\$ 3,937.54	\$ 4,038.26
Hourly:	\$ 45.7490	\$ 46.9438	\$ 48.1393	\$ 49.2014	\$ 50.5296	\$ 51.9236	\$ 53.2518

\* The rates shown in this table are the regular wage rates for 2009. These regular rates are the rates to which cost of living adjustments will be applied on January 1, 2010 per Article 9.1(c) of the collective bargaining agreement. The parties have, by separate agreement, agreed to reduce these rates to reflect furlough days implemented in 2009. For illustrative purposes, the 2009 furlough-reduced rates are provided below, under the heading "2009 Furlough-Reduced Wage Rates".

**2009 Furlough-Reduced Wage Rates**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Deputy Pros Atty I</b>	\$ 53,952						
7227							
Semi-Monthly:	\$ 2,248.02						
Hourly:	\$ 30.3445						
<b>Deputy Pros Atty II</b>	\$ 57,140						
7226							
Semi-Monthly:	\$ 2,380.84						
Hourly:	\$ 32.1373						
<b>Deputy Pros Atty III</b>	\$ 65,994						
7225							
Semi-Monthly:	\$ 2,749.76						
Hourly:	\$ 37.1171						
<b>Deputy Pros Atty IV</b>	\$ 75,556						
7224							
Semi-Monthly:	\$ 3,148.18						
Hourly:	\$ 42.4951						
<b>Deputy Pros Atty V</b>	\$ 81,342	\$ 83,466	\$ 85,592	\$ 87,480	\$ 89,842	\$ 92,320	\$ 94,682
7223							
Semi-Monthly:	\$ 3,389.24	\$ 3,477.75	\$ 3,566.32	\$ 3,645.00	\$ 3,743.40	\$ 3,846.67	\$ 3,945.07
Hourly:	\$ 45.7490	\$ 46.9438	\$ 48.1393	\$ 49.2014	\$ 50.5296	\$ 51.9236	\$ 53.2518



**King County**

**Kurt Triplett**

King County Executive

401 Fifth Avenue, Suite 800  
Seattle, WA 98104-1818

206-263-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

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CLERK  
KING COUNTY COUNCIL

November 4, 2009

2009-613

The Honorable Dow Constantine  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the collective bargaining agreement between King County and the King County Prosecuting Attorneys Association for the period of July 1, 2009, through June 30, 2011. The bargaining unit represents 96 employees in the Prosecuting Attorney's Office. This agreement covers wages and wage-related matters, while all other working conditions are covered under a separate collective bargaining agreement between the King County Prosecuting Attorneys Association and the Prosecuting Attorney's Office.

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

The agreement provides for the standard King County cost-of-living adjustments to be made on January 1, 2010, with a provision for the parties to return in 2010 to negotiate cost-of-living provisions for 2011. The cost-of-living increase for 2010 is based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%. Additionally, the contract contains several non-economic changes, including: clarification of the application of leave benefits to part-time employees, clarification of sick leave cashout upon retirement in the event the bargaining unit elects to participate in the Voluntary Employees' Beneficiary Association program offered to King County employees, and changing the personal holidays to be issued on October 1 and November 1 in accordance with King County policy.

The Honorable Dow Constantine  
November 4, 2009  
Page 2

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

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,



Kurt Triplett  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Tom Bristow, Interim Chief of Staff  
          Anne Noris, Clerk of the Council  
          Frank Abe, Communications Director  
Beth Goldberg, Deputy Director, Office of Management and Budget  
Bob Cowan, Acting County Administrative Officer, Department of Executive Services (DES)  
Anita Whitfield, Director, Human Resources Division (HRD), DES  
Michael Frawley, Deputy Director, HRD, DES  
James J. Johnson, Interim Labor Relations Manager, HRD, DES



## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement		
<b>Title:</b>	King County Prosecuting Attorneys Association (Prosecuting Attorney's Office)		
<b>Effective Date:</b>	7/1/2009 – 6/30/2011		
<b>Affected Agency and/or Agencies:</b>	Prosecuting Attorney's Office		
<b>Note Prepared by:</b>	John McCoy, Labor Relations Analyst, HRD	Phone: 205-5398	
<b>Department Sign Off:</b>	Mark Buening, Finance Manager, PAO	Phone: 296-9705	
<b>Note Reviewed by:</b>	Supplemental Required?	Jo Anne Fox, Budget Analyst	Phone: 263-9696
	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	2010	2011
CX	10	PAO	\$ 164,968	NA
<b>TOTAL</b>			\$ 164,968	NA

## EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2009 Base	2010	2011
Salaries		PAO	\$ 7,299,457	\$ 145,989	NA
OT			\$ 0	\$ 0	
PERS & FICA			\$ 948,929	\$ 18,979	
<b>TOTAL</b>			\$ 8,248,387	\$ 164,968	NA

## ASSUMPTIONS:

## Assumptions used in estimating expenditure include:

- Contract Period (s):** 7/1/2009 – 6/30/2011
- Wage Adjustments & Effective Dates:**
  - COLA:** 90% CPI-W Sept-Sept, in 2%, max 6%, for 2010 (2% assumed). Re-opener on 2011 cola.
  - Other:**
  - Retro/Lump Sum Payment:**
- Other Wage-Related Factors:**
  - Step Increase Movement:** Provisions unchanged.
  - PERS/FICA:** Payroll taxes assumed to be 13%.
  - Overtime:**
- Other Cost Factors:**





King County

## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
King County Prosecuting Attorneys Association (Prosecuting Attorney's Office)
<b>Labor Negotiator</b>
Alex Golan

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

<b>Six Point Summary of changes to the attached agreement:</b>	
1.	The contract provides a cost-of-living adjustment to wages (per standard KC COLA formula) effective January 1, 2010.
2.	The contract contains a provision to return to negotiations in 2010 to negotiate cost-of-living provisions for 2011.
3.	The contract contains language modifications in the areas of defining part-time employees and leave accruals. These modifications are intended to reflect the employees' exempt status under the FLSA.
4.	The contract contains language clarifying benefits for part-time employees for vacation, sick leave and holiday pay.
5.	The contract contains language clarifying service date in the event an employee separates and returns after separating employment.
6.	The contract contains language providing for personal Holidays to be administered October 1 and November 1 of each year per King County Code.
7.	The contract contains language clarifying applicability of sick leave cash out upon retirement in the event the bargaining elects to participate in the Voluntary Employees' Beneficiary Association.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** King County Prosecuting Attorneys Association  
(Prosecuting Attorney's Office)

**TERM OF CONTRACT:** July 1, 2009, through June 30, 2011

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

**NEGOTIATOR:** Alex Golan

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Not Applicable to wages contract. Reduction in force provisions are set forth in collective bargaining agreement between the Prosecuting Attorney's Office and King County Prosecuting Attorneys Association.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties used an interest-based approach in the negotiations.
➤ <b>VACATION ACCRUAL &amp; SICK LEAVE CASHOUT:</b>	The contract provides the county's standard sick leave benefits. The vacation accrual rates are unchanged and differ in some minor respects from the county's vacation accrual schedule.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	Not Applicable to wages contract. Hiring and equal employment provisions are set forth in collective bargaining agreement between the Prosecuting Attorney's Office and King County Prosecuting Attorneys Association.
➤ <b>CONTRACTING OUT OF WORK:</b>	Not Applicable to wages contract. Provisions relating to contracting out of work are set forth in collective bargaining agreement between the Prosecuting Attorney's Office and King County Prosecuting Attorneys Association.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	Not Applicable to wages contract. Labor/Management Committees are provided for in the collective bargaining agreement between the Prosecuting Attorney's Office and King County Prosecuting Attorneys Association.
➤ <b>DISCIPLINE &amp; GRIEVANCES:</b>	This contract contains a grievance procedure with binding arbitration. Discipline matters are set forth in the working conditions contract between the Prosecuting Attorney's Office and the King County Prosecuting Attorneys Association.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** King County Prosecuting Attorneys Association  
(Prosecuting Attorney's Office)

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>MEDIATION:</b>	The contract contains a mediation/alternative dispute resolution process as a voluntary alternative to the grievance/arbitration process.
➤ <b>CONTRACT CONSOLIDATION:</b>	N/A
➤ <b>BENEFITS TRUST PLAN:</b>	N/A
➤ <b>HEALTH BENEFITS COST SHARING:</b>	Health benefits for this bargaining unit are as negotiated and set forth by the county's Joint Labor Management Insurance Committee.
➤ <b>RELEASE TIME:</b>	The Association's bargaining team was permitted release time to bargain this contract during regular work hours.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	Negotiation of this contract began several months prior to the expiration of the contract, and tentative agreement was reached prior to expiration of the previous agreement.
➤ <b>TIMELINESS OF IMPLEMENTATION:</b>	The contract is expected to be implemented as soon as is practicable.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The contract provides for use of temporary and part-time workers consistent with county policy.
➤ <b>USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:</b>	The county's standard family and medical leave policies are incorporated into the collective bargaining agreement(s).

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:**

**King County Prosecuting Attorneys Association  
(Prosecuting Attorney's Office)**

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	Under separate Memorandum of Agreement, the parties have negotiated specific provisions for transition to bi-weekly pay, which is expected to occur in 2010.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	This bargaining unit is not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The collective bargaining contains a provision protecting the employer from work stoppages.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	The collective bargaining does not contain any additional forms of leave.
➤ <b>HOURS OF WORK:</b>	The employees covered by this collective bargaining are all FLSA exempt employees.
➤ <b>PERFORMANCE EVALUATIONS:</b>	Performance evaluations are covered under the separate working conditions agreement.