

Master Labor Agreement (MLA) - Appendix 16
Agreement Between King County
And
King County Prosecuting Attorneys Association
Prosecuting Attorney's Office
[370]

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1 **AGREEMENT BETWEEN**

2 **KING COUNTY**

3 **AND**

4 **KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION**

5
6 **PREAMBLE:**

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

10 **ARTICLE 1: PURPOSE**

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

17 This Agreement and the MLA set forth the agreement of the parties on wages and wage-related
18 matters. Matters not related to wages are covered in a separate but parallel Agreement between the King
19 County Prosecuting Attorney and the Association. It is expressly understood and agreed by the parties
20 that both Agreements are to be construed together, in *pari materia*.

21 **ARTICLE 2: RECOGNITION**

22 The County recognizes the Association as the exclusive bargaining representative of all full-time
23 and regular part-time non-senior deputy prosecutors in the Criminal Division and the Juvenile Division
24 of the King County Prosecutor’s Office.

25 **ARTICLE 3: DEFINITIONS**

26 **Section 1.** “Prosecuting Attorney” means the elected Prosecuting Attorney of King County.

27 **Section 2.** “County” means King County.

28 **Section 3.** “Deputy” means all full-time and regular part-time non-senior deputy prosecutors in

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

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

5 **Section 5.** "Association" means the King County Prosecuting Attorneys Association.

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

10 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

17 **ARTICLE 5: WORK STOPPAGES AND COUNTY PROTECTION**

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

27 **Section 2.** Upon notification in writing by the County to the Association that any of its members
28 are engaged in such a work stoppage, the Association shall immediately in writing order such members

1 to immediately cease engaging in such work stoppage and provide the County with a copy of such order.
2 In addition, if requested by the County, a responsible official of the Association shall publicly order such
3 deputy to cease engaging in a work stoppage.

4 **ARTICLE 6: HOLIDAYS**

5 [SUPERSEDED BY MLA Art. 10]
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1 **ARTICLE 7: VACATIONS**

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

4

5 Beginning With Year	6 Ending With Year	7 Months of Service	8 Vacation Accrual Rate	9 Approximate Days Accrued Per Year (based on 2080 hours)
10 0	11 2	12 000 thru 024	13 0.0462 X Basis Hours	14 12
15 3	16 3	17 025 thru 036	18 0.0500 X Basis Hours	19 13
20 4	21 5	22 037 thru 60	23 0.0577 X Basis Hours	24 15
25 6	26 6	27 61 thru 72	28 0.0616 X Basis Hours	29 16
30 7	31 8	32 73 thru 96	33 0.0654 X Basis Hours	34 17
35 9	36 10	37 97 thru 120	38 0.0693 X Basis Hours	39 18
40 11	41 12	42 121 thru 144	43 0.0731 X Basis Hours	44 19
45 13	46 16	47 145 thru 192	48 0.0770 X Basis Hours	49 20
50 17	51 17	52 193 thru 204	53 0.0808 X Basis Hours	54 21
55 18	56 18	57 205 thru 216	58 0.0847 X Basis Hours	59 22
60 19	61 19	62 217 thru 228	63 0.0885 X Basis Hours	64 23
65 20	66 20	67 229 thru 240	68 0.0924 X Basis Hours	69 24
70 21	71 21	72 241 thru 252	73 0.0962 X Basis Hours	74 25
75 22	76 22	77 253 thru 264	78 0.1001 X Basis Hours	79 26
80 23	81 23	82 265 thru 276	83 0.1039 X Basis Hours	84 27
85 24	86 24	87 277 thru 288	88 0.1077 X Basis Hours	89 28
90 25	91 25	92 289 thru 300	93 0.1116 X Basis Hours	94 29
95 26	96 99	97 301 and up	98 0.1154 X Basis Hours	99 30

100 **ARTICLE 8: SICK LEAVE**

101 [SUPERSEDED BY MLA Art. 34]

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

103 **Section 1. Rates of Pay.**

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

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

17 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

18 [SUPERSEDED BY MLA Art. 26]

19 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

20 [SUPERSEDED BY MLA Art.25]

21 **ARTICLE 12: MISCELLANEOUS**

22 **MLA Working Conditions.** Any working condition provisions in the Master Labor Agreement
23 shall not apply to members of the Association, unless separately negotiated in the working conditions
24 collective bargaining agreement between the Association and the King County Prosecuting Attorney.

25 **ARTICLE 13: WAIVER CLAUSE**

26 The parties acknowledge that each has had the unlimited right within the law and the opportunity
27 to make demands and proposals with respect to any matter deemed a proper subject for collective
28 bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement and

1 in the separate but parallel Agreement between the Association and the King County Prosecuting
2 Attorney. Therefore, the County and the Association, for the duration of this Agreement and the
3 Agreement between the Association and the King County Prosecuting Attorney, each agree to waive the
4 right to oblige the other party to bargain with respect to any subject or matter not specifically referred to
5 or covered by this Agreement or the Agreement between the Association and the King County
6 Prosecuting Attorney.

7 **ARTICLE 14: SAVINGS CLAUSE**

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

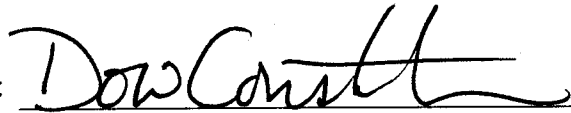
14 **ARTICLE 15: SUPREMACY AND EXTRA AGREEMENTS**

15 The County agrees not to enter into any agreement or contract with deputies covered by the
16 provisions of this Agreement, individually or collectively, which is inconsistent with the terms of this
17 Agreement and not approved by the Association.
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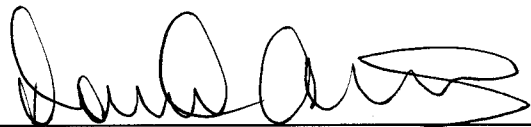
1 **ARTICLE 16: DURATION**

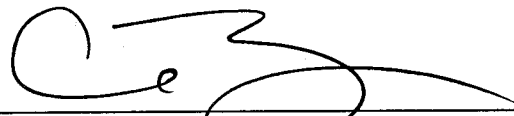
2 [SUPERSEDED BY MLA]


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5 **APPROVED** this 14 day of MARCH, 2018.

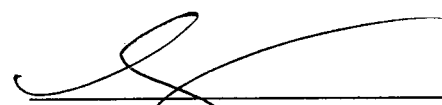
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8 By: 
9 King County Executive

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11 **KING COUNTY PROSECUTING ATTORNEYS ASSOCIATION:**


12 
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14 **DANIKA ADAMS**
15 President


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17 **CHRISTIAN BROWN**
18 Vice-President


19
20 **MICHELLE GREGOIRE**
21 Secretary


22
23 **BRANDY GEVERS**
24 Treasurer

25
26
27 Approved as to form:


28
29 **LEESA MANION**
30 Prosecuting Attorney Chief of Staff

King County Prosecuting Attorneys Association
Prosecuting Attorney's Office

2018 Salary Schedule
(+3.25%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<i>Deputy Prosecuting Attorney I – 100</i>	\$ 66,069.38						
PeopleSoft Job Code: 007227							
Bi-Weekly Amount:	2,541.13						
<i>Deputy Prosecuting Attorney II – 101</i>	\$ 69,972.76						
PeopleSoft Job Code: 007226							
Bi-Weekly Amount:	2,691.26						
<i>Deputy Prosecuting Attorney III – 102</i>	\$ 80,815.28						
PeopleSoft Job Code: 007225							
Bi-Weekly Amount:	3,108.28						
<i>Deputy Prosecuting Attorney IV – 103</i>	\$ 92,525.16						
PeopleSoft Job Code: 007224							
Bi-Weekly Amount:	3,558.66						
<i>Deputy Prosecuting Attorney V – 104</i>	\$ 99,609.64	\$ 102,211.20	\$ 104,814.06	\$ 107,126.50	\$ 110,018.48	\$ 113,053.72	\$ 115,945.70
PeopleSoft Job Code: 007223							
Bi-Weekly Amount:	3,831.14	3,931.20	4,031.31	4,120.25	4,231.48	4,348.22	4,459.45