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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 "County," and the King County Prosecuting Attorneys Association, hereinafter referred to as the "Association."

## **ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement and the parallel Agreement between the Association and the King County Prosecuting Attorney is to promote the continued improvement of the relationship between the County 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 County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units.

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

## **ARTICLE 2: RECOGNITION**

The County recognizes the Association as the exclusive bargaining representative of all full-time regular, part-time regular, and term-limited temporary (TLT) non-senior deputy prosecutors in the adult criminal practice divisions: Economic Crimes and Wage Theft, Gender Based Violence and Prevention and Mainstream Criminal as well as the Juvenile Division of the King County Prosecutor's Office.

#### **ARTICLE 3: DEFINITIONS**

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

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

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

- **Section 4.** "Regular part-time deputies" are those deputies employed in regular deputy prosecutor positions regularly assigned to work less than full-time or sharing one full-time equivalent position with another deputy.
  - Section 5. "Association" means the King County Prosecuting Attorneys Association.
- **Section 6.** "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 County of the names of the Association representative(s).

# **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

# ARTICLE 5: WORK STOPPAGES AND COUNTY PROTECTION

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

## **ARTICLE 6: VACATIONS**

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

Beginning with Year	Ending with Year	Months of Service	Vacation Accrual Rate	Approx. Days Accrued Per Year
0	1	000 - 023	0.053892	14
2	2	024 - 035	0.057692	15
3	5	036 - 071	0.0615	16
6	7	072 - 095	0.0654	17
8	9	096 – 119	0.0693	18
10	11	120 - 143	0.0769	20
12	16	144 - 203	0.0808	21
17	17	204 - 215	0.0847	22
18	18	216 - 227	0.0885	23
19	19	228 - 239	0.0924	24
20	20	240 – 251	0.0962	25
21	21	252 - 263	0.1001	26
22	22	264 - 275	0.1039	27
23	23	276 - 287	0.1077	28
24	24	288 – 299	0.1116	29
25		300 +	0.1154	30

# ARTICLE 7: FLSA EXEMPT EMPLOYEES REQUIRED TO WORK ON INDIGENOUS

# PEOPLES' DAY

**Section 1.** Employees in comprehensive leave eligible positions that are FLSA exempt and who are required to work on Indigenous Peoples' Day will receive their normal pay for hours worked on the holiday, and a maximum of (8) compensatory time hours (as defined by the Working Conditions CBA) added to their accrual on the paycheck that includes the second Monday in October

for a (40) hour workweek employee. Part-time employees will receive pro-rated hours (e.g., an employee with a 20-hour a week work schedule, who normally works 4 hours a day, will receive 4 hours of compensatory leave). See also CLA Article 10 for other applicable terms for employees on alternative work schedules.

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

## Section 1. Rates of Pay.

(a) Upon hire full-time deputies shall be paid at the rate of pay determined by the Prosecuting Attorney in their appointment, provided it is a rate that is set forth in the Addendum A salary schedule to this Agreement. Deputies shall advance a single step each year on their anniversary date until they reach the top step within the pay range, although the Prosecuting Attorney may advance a deputy to a higher step at any time. Steps 6, 8, and 10 shall not be used for automatic single step anniversary date step progression but may otherwise be used by the Prosecuting Attorney (e.g., A deputy at step 5 would advance to step 7 on their anniversary date, however a deputy at step 4 could, at the Prosecuting Attorney's discretion, be advanced to step 6 on their anniversary). Decisions concerning 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; however, if a deputy is, for disciplinary reasons, not advanced into a higher step on their anniversary date according to the standard yearly progression, that decision is subject to the dispute resolution procedures set forth in Article 18 of the parallel Agreement.

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

## **ARTICLE 9: MISCELLANEOUS**

**CLA Working Conditions.** Any working condition provisions in the Coalition Labor Agreement shall not apply to employees represented by the Association, unless separately negotiated in the working conditions collective bargaining agreement or a memorandum of agreement between the Association and the King County Prosecuting Attorney.

## **ARTICLE 10: WAIVER CLAUSE**

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

#### ARTICLE 11: SUPREMACY AND EXTRA AGREEMENTS

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

	For the King County Prosecuting Attorneys Association:					
1	Signed by:	Signed by:				
2	Susan Hunsinger	kyu-the Ui				
3	Susan Hunsinger, President	Kyu-Hee, Vice-President				
4	Signed by:	Signed by:				
5	Marissa NJJ	Rick Tuker				
6	Marissa Neff, Secretary	Rick Tucker, Treasurer				
7						
8						
9	Approved as to form for the King Cou	anty Prosecuting Attorney's Office:				
	Signed by:	- •				
10	Leesa Manion					
11	Leesa Manion Prosecuting Attorney Chief of Staff					
12	Trosecuting Attorney Chief of Staff					
13						
14	For King County:					
15	DocuSigned by:					
16	Indre Chevalier					
17	Andre Chevalier Interim Labor Manager					
18	Office of Labor Relations					
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Addendum A: Deputy Prosecuting Attorney Annual Salary Schedule

PeopleSoft Job Code: 007230

**Deputy Prosecuting Attorney** 

	2020 (3.7570 3111)	2027 (317370 3111)
Step 1	\$87,595.84	\$90,880.68
Step 2	\$92,770.10	\$96,248.98
Step 3	\$107,144.96	\$111,162.90
Step 4	\$122,671.09	\$127,271.25
Step 5	\$132,062.97	\$137,015.33
Step 6	\$135,512.90	\$140,594.64
Step 7	\$138,963.87	\$144,175.01
Step 8	\$142,029.96	\$147,356.09
Step 9	\$145,862.97	\$151,332.83
Step 10	\$149,887.51	\$155,508.29
Step 11	\$153,721.80	\$159,486.37

#### ADDENDUM B

**Subject: Compensation Study Reopener for Deputy Prosecuting Attorneys** 

## **Background:**

- **A.** The parties have tentatively agreed to a new 2026-2028 CBA subject to ratification by the Union and County.
- **B.** The County acknowledges the Association has expressed interest in having continued discussions related to the results of a future, to be completed, workload survey concerning deputy prosecuting attorney work.

#### **Agreement:**

1. In mid to late 2026, at the start of this process, the lead negotiators and compensation analysts for the parties will meet to establish and share compensation study methodologies at a mutually agreed upon time and work to identify like employers, matching job descriptions, comparing the total compensation packages of employees, including internal King County comparable and adjusting for regional costs of living as appropriate. The Association and the County will then conduct salary surveys, keeping in mind the mutually discussed parameters, and are encouraged to share their work (for example, sharing up-to-date classification specifications and pay information retrieved from other employers). At the completion of the parties' studies of wages (i.e. fourth quarter of 2026), they will meet to share their findings and present detailed written reports at a mutually agreed upon time. The parties may mutually agree in writing on an alternative timeframe if that is deemed appropriate.

- 2. Each party will review pertinent information and conduct its own wage study that will cover market comparability of the Deputy Prosecuting Attorney pay to comparable public sector workers and take into account customary analysis, including but not limited to, selection of comparable local public sector employers, selection of appropriate job matches at comparable employers, and a total compensation analysis of wages, hours, leaves, benefits, premiums, and all other forms of compensation to employees.
- **3.** The parties agree to share their work in the fourth quarter of 2026 with the intention of discussing and finalizing their respective wage studies by the end of 2026 or the first quarter of 2027. Each party reserves the right to disagree with comparable and data chosen by the other party and consensus is not required.
- **4.** All parties agree this compensation study information, in addition to consideration of any recruitment or retention data or problematic internal wage compression issues or budget considerations, shall be used to bargain in good faith regarding wage ranges for the classifications listed in the Association Appendix 370. The intent of this process is to determine whether there will be any wage range increases, which would go into effect prospectively, in the successor agreement to the parties CBA.
  - **5.** This wage study does not create any precedent or historical practice.