COLLECTIVE BARGAINING AGREEMENT

By and Between

MASSON COUNTY

And the

MASSON COUNTY PROSECUTING ATTORNEY

And

WOODWORKERS LOCAL LODGE W38, I.A.M

January 1, 2014

Through

December 31, 2016
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PREAMBLE

This Agreement entered into by Mason County and the Mason County Prosecuting Attorney, hereinafter referred to as the "Employer" and Woodworkers Local Lodge W38, I.A.M., hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between Mason County, the Employer and the Union, and the establishment of an equitable and peaceful procedure for the resolution of differences, in the public interest.

ARTICLE I: RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiations concerning salaries, hours and other conditions of employment for all full-time and regular part-time deputy prosecuting attorneys in the Prosecutor's office, hereinafter referred to as "employee", "employees", "DPA" or "DPAs", except for Rule 9 interns and confidential employees.

Section 2. Membership in Woodworkers Local Lodge W38, I.A.M shall be a condition of employment for all employees in the Bargaining Unit. All current Bargaining Unit employees who have been employed for 30 days or more shall immediately become and remain union members in good standing. All new employees within the Bargaining Unit shall become and remain members in good standing by not less than 30 days from their date of hire. "Good Standing" shall be defined as the act of tendering initiation fees and monthly dues uniformly required of membership on a timely basis.

Section 3. The Union agrees that the Employer shall not terminate the employment of any employee under this provision until written notification is received from the Union that an employee has failed to pay the required dues or provided proof of an alternative payment based on religious tenets as provided in Section 4 below. The Union will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any check-off of dues for the Union.

Section 4. In the event an employee objects to Union membership based on bona fide religious tenets or teachings of a church or religious body, such employee may pay an amount of money equivalent to the Union's uniform monthly dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union.

Section 5. Check-off: The Employer shall honor a written assignment of wages to the Union when submitted in substantially the following form:
TO THE COUNTY OF MASON:

I hereby authorize you to deduct from my wages and pay to Woodworkers Local Lodge W38, I.A.M., union initiation fee and monthly dues in such amounts as may be fixed, from time to time, by Local Lodge W38, in accordance with the Union constitution. I agree that this assignment of wages shall be irrevocable for the period of one (1) year from its date or until the expiration of the contract (whichever occurs first) and it will be automatically renewed and irrevocable for an additional year from each of its anniversaries or each anniversary date of the contract (whichever occurs first), unless I submit a written revocation by registered mail to the Employer within ten (10) days preceding the anniversary date of this authorization or the expiration of the contract (whichever occurs first).

Date: ________________________________

Signature: ________________________________

Witnessed by: ________________________________

Section 6. The Union agrees to supply the Employer with a statement of deduction to be withheld each month. The Employer shall make deductions for the current month’s dues only and shall not be responsible for the collection of any dues that may be in arrears. Deductions shall be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of the check to the Union, the Employer’s responsibility shall cease with respect to the deduction covered thereby.

ARTICLE II: GRIEVANCES

Section 1. The purpose of this grievance procedure is to promote harmony and efficiency between the employees and the Employer by providing for the timely settlement of grievances without fear of discrimination or reprisal.

Section 2. The term “grievance” shall mean any dispute between the Employer and the Union or an employee covered by this Agreement, concerning the interpretation, application, claim, or breach or violation of the terms of this Agreement and established personnel matters.

Section 3. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.
Section 4. Any time limits stipulated in the grievance procedure may be extended for stated periods of time by appropriate parties by mutual agreement in writing with copies to the Union and the Employer.

Section 5. Failure of the Employer to comply with any time limitations of a procedure in this Article shall automatically permit the aggrieved employee to advance his/her grievance to the next step of these procedures.

Section 6. A grievance of interest to several employees may be filed as a “group” grievance at Step 2 of the Grievance Procedure and be processed within the time limits set forth herein.

Either the Union or the Employer may initiate a grievance. The Employer may not grieve the acts of individual Employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may go to mediation.

Section 7 – Grievance Procedure

A. Step 1. Within fourteen (14) calendar days of the incident giving rise to the grievance, or within fourteen (14) calendar days of the date the grievant knew or reasonably should have known of the incident giving rise to the grievance, the employee and/or the shop steward or other representative of the Union shall discuss the grievance with the Prosecutor. The Prosecutor shall notify the employee of any decision on the grievance within fourteen (14) calendar days of the discussion with the employee. The decision of the Prosecutor shall be final on grievances that are not directly related to Article IV, Wages and Benefits.

B. Step 2. If the grievance is directly related to Article IV, Wages and Benefits, then within fourteen (14) calendar days after receipt of the response or expiration of the time for response in Step 1, the employee and/or Union shall reduce to writing a statement of the grievance which shall contain the following:

(1) The facts upon which the grievance is based;
(2) The Article(s) and/or Section(s) of the Agreement allegedly violated; and
(3) The remedy sought.

The written grievance shall be filed with the Human Resources Director, with a copy to the Prosecutor. The Human Resources Director shall schedule a meeting with the Union Representative, affected employee(s) and the Prosecutor (or designee) to hear and seek to resolve the grievance. Within fourteen (14) calendar days of the meeting, the Human Resources Director shall provide a written response to the Union Representative, employee(s) and the Prosecutor. If the grievance is not resolved at Step 2, it may be advanced to arbitration by the Union.
Section 8. Grievance Arbitration

A. Should the Union choose to advance the grievance to arbitration, written notification of its intent to arbitrate shall be submitted to the Prosecutor and Human Resources Director within fourteen (14) calendar days of receiving the written response in Step 2. Thereafter, the parties will attempt to agree on an arbitrator to hear the grievance. If the parties are unable to agree to an arbitrator, then a list of nine (9) names shall be jointly requested by the parties from the Public Employment Relations Commission (PERC) within thirty (30) calendar days of the date the Union filed its notice of intent to arbitrate with the County.

B. If a list of arbitrators is requested, both parties will attempt to agree upon an arbitrator from this list. If they cannot agree within fourteen (14) calendar days from the receipt of the list, a flip of the coin will determine which party strikes the first name from the list. This striking of names will alternate between the parties until one name remains. This person shall be the arbitrator.

C. The Parties shall jointly submit a written referral to the arbitrator that will contain the following:

   (1) A stipulated agreement of the question or questions at issue. If unable to stipulate, the parties shall frame their own question or questions and the arbitrator shall have authority to define the question as a first order of business at any subsequent hearing;
   (2) Statement of facts and position of each respective party; and
   (3) Copy of the grievance and related correspondence.

The arbitration hearing shall be scheduled at a date, time and location mutually acceptable to the parties.

D. For any grievance arbitration proceeding held pursuant to this Article, it is understood as follows:

   (1) The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the terms of this Agreement, and all other matters shall be excluded from arbitration.

   (2) The decision of the arbitrator shall be final, conclusive and binding upon the Employer, the Union and the employees involved, provided the decision does not involve action by the Employer which is beyond its jurisdiction.

   (3) Each party may call witnesses. Such testimony shall be sworn and shall be limited to the matters set forth in the written statement of the grievance, and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post hearing
briefs within a time mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the written statement of the grievance.

(4) Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof; provided, however, if the other party requests a copy, such cost shall be shared equally.

(5) The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case.

ARTICLE III: NON-DISCRIMINATION

Section 1. Neither the Employer, Union, nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race, color, religion, creed, sex, marital status, national origin, age, or sensory, mental or physical handicaps; Except, that such factors may be considered in employment decisions where determined to be a bona fide occupational qualification under the guidelines promulgated by the Federal Equal Employment opportunity commission.

Section 2. Where the masculine or feminine gender is used in this agreement, it is used solely for the purpose of illustration, and shall not be construed to indicate the required sex of any employee.

Section 3. No employee shall be discharged or discriminated against for engaging in lawful Union activities, fulfilling duties as an officer in the union, serving on a Union committee or member thereof, or exercising the employee's rights as a Union member, or for acting in compliance with the rules of professional conduct as mandated by the Washington State Supreme Court.

ARTICLE IV: WAGES AND BENEFITS

Section 1. Salaries are set forth in Appendix A. Step increases are contingent on satisfactory performance. If an employee’s performance is unsatisfactory, the Prosecuting Attorney may defer a scheduled pay increase for a stipulated period of time or until the employee’s job performance is satisfactory.

Effective upon ratification, each employee shall also have his/her base wage as set forth in Appendix A:

A. Effective January 1, 2014 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).
B. Effective January 1, 2015 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

C. Effective January 1, 2016 the wage scale shall be increased to reflect the cost of living increase that is eighty percent (80%) of the CPI-U, US All Items (June to June). The rate shall be no lower than zero percent (0%) and no higher than three percent (3%).

Section 2. The County shall pay any court-sanctioned fine levied against an employee where, in the reasonable judgment of the Prosecutor, such employee was fined in the good faith performance of his duties.

Section 3. The County shall pay the regular, active annual dues to the Washington State Bar Association for each employee covered by this Agreement.

Section 4. The County shall provide indemnification and defense of an employee from liability that may arise out of the good faith performance of his/her duties.

Section 5. The County shall contribute as below each month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage. Eligible employees are those regular full-time and regular part-time employees compensated for eighty (80) hours or more per month during the calendar year.

A. Effective January 1, 2014 the contribution shall be increased to nine hundred and ninety dollars ($990) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

B. Effective January 1, 2015 the contribution shall be increased to one thousand and fifty ($1050) per month during the term of this Agreement for each eligible employee for medical, dental, vision, and life insurance coverage.

C. Effective January 1, 2016 the contribution shall be increased by the greater of either Five percent (5%) or as a "me-too" / equivalent to the average negotiated County contribution as reflected by other non-interest arbitration bargaining unit’s collective bargaining agreements.

Section 6. The Employer shall provide an Employee Assistance Program (EAP) benefit for all bargaining unit employees.
ARTICLE V: HOLIDAYS

Section 1. The following is a list of the annual recognized holidays for employees in the Prosecutor’s Office:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- Floating Holidays (2)

Section 2. Where there is a conflict or difference between either a federal or state designated holiday, the parties may agree to honor either one but not both.

Section 3. When a recognized holiday falls on Saturday, the Friday preceding it will be allowed; and when a recognized holiday falls on a Sunday, the Monday following will be allowed as a regular paid holiday.

Section 4. Floating holidays may be taken at the discretion of the employee, provided the approval of the Employer is obtained and one week’s advance notice is given. The one-week notice requirement may be waived by the Employer. Floating holidays not used by the end of the calendar year during which they accrued will be lost.

ARTICLE VI: VACATION LEAVE

Section 1. Each regular full-time employee shall accrue paid vacation leave as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Annual Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 3rd year of employment</td>
<td>96 hours</td>
</tr>
<tr>
<td>4th through 7th year of employment</td>
<td>120 hours</td>
</tr>
<tr>
<td>8th through 9th year of employment</td>
<td>144 hours</td>
</tr>
<tr>
<td>10th through 11th year of employment</td>
<td>160 hours</td>
</tr>
<tr>
<td>12th through 14th year of employment</td>
<td>176 hours</td>
</tr>
<tr>
<td>15th through 16th year of employment</td>
<td>184 hours</td>
</tr>
<tr>
<td>17th through 19th year of employment</td>
<td>192 hours</td>
</tr>
<tr>
<td>20 or more years of employment</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

Section 2. All new employees must satisfactorily complete six (6) months of service to be entitled to the accrual and use of vacation leave. Regular part-time employees will receive vacation on a pro-rata basis. Extra help employees are not eligible for any vacation benefits. Employees do not accrue vacation benefits during a leave without pay.
Section 3. Regular full-time employees must work, or be in a paid status, at least eighty (80) hours in a month to accrue vacation for the month. Regular part-time employees must work, or be in a paid status, at least in the same proportion to eighty (80) hours as their regular hours are to full-time employment to accrue vacation leave for that month.

Section 4. The first day of the month of hire shall be the effective date of subsequent increases in the vacation accrual rate for employees hired between the first and the fifteenth of the month. The first day of the month following the month of hire shall be the effective date of subsequent increases in the vacation accrual rate for employees hired between the sixteenth and the last day of the month.

Section 5. The Prosecuting Attorney is responsible for scheduling its employees' vacations without undue disruption of department operations. Leave requests shall normally be submitted, in writing, at least two weeks prior to taking vacation leave.

Section 6. The maximum vacation leave hours that may be accrued at any point in time is four hundred (400) hours. No additional vacation leave accrual will be added to the employee's vacation leave benefit when the maximum accrual of four hundred (400) hours has been attained.

Section 7. Eligible employees will be paid for unused accrued vacation leave upon termination of employment with Mason County, provided that no employee may receive payment for more than four hundred (400) hours.

ARTICLE VII: SICK LEAVE, BEREAVEMENT LEAVE AND FMLA

Section 1. Sick leave shall accrue for all regular full-time employees at the rate of eight (8) hours per month for each month of employment. However, sick leave cannot be taken before it is actually earned. Sick leave accrual may not exceed one thousand two hundred (1,200) hours.

Section 2. Regular full-time employees must work or be in a paid status at least eighty (80) hours in a month to accrue sick leave for the month. Regular part-time employees must work or be in a paid status at least in the same proportion to the eighty (80) hours as their regular hours are to full-time employment to accrue sick leave for that month.

Section 3. Employees may use accrued sick leave for their own illness, injury, pregnancy and/or childbirth, medical and dental appointments, and prescribed treatment associated with same. Sick leave may be used by the employee for the care of immediate family members who have a health condition that requires treatment or supervision and to take immediate family members to medical and dental appointments.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother,
sister, child, grandchild, domestic partner (state registered), in compliance with WAC 296-130-030 and RCW 49.12.270 (or subsequent statutes) and other persons with the approval of the Employer or designee.

Section 4. A written certificate from an employee’s medical provider may be required when the employee is absent for a period in excess of three (3) days or when a pattern of sick leave use indicates possible sick leave abuse. To the extent allowed by law, the County also may request the opinion of a second medical provider, at County expense, to determine whether the employee suffers from a condition which impairs his/her ability to perform the essential functions of the job.

Section 5. Employees hired before January 1, 2011, shall receive payment for unused sick leave upon termination of employment with fifteen (15) years of continuous county service; or upon termination of employment with Mason County when the termination is contemporaneous with retirement from an applicable Washington State Public Employees Retirement System; or upon the death of the employee, in which case payment shall be made to his/her estate. Employees hired on or after January 1, 2011, neither they nor their estate shall be eligible to receive any cash out of the employee’s accrued sick leave upon separation from county service.

Section 6. Bereavement Leave. The County will provide regular, full-time and part-time employees with paid bereavement leave for up to three (3) days in the event of the death of an immediate family member. Two additional days chargeable to accrued sick leave will be granted at the request of the employee. Immediate family for purposes of bereavement leave includes only the employee’s spouse, parent, grandparent, child, grandchild, sister, brother, grandmother-in-law, grandfather-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, nephew, or niece.

Section 7. Family Leave. The County and the Union mutual agree to comply with all State and Federal Family Leave laws, whichever is more advantageous to the employee. For purposes of calculating leave availability, the twelve (12) month period is measured forward from the date an employee begins FMLA leave. Each time the employee takes FMLA during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave. If an employee has any questions regarding the State and Federal Family leave laws, they may contact the County’s Human Resource Department for guidance.

A. Family Leave / FMLA & FLA. - Family Medical leave will be allowed consistent with State and Federal law and with existing County policies and is initiated by the employee having a qualifying event.

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any Employee who has worked at least one thousand two hundred and fifty (1250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave.
per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the Employee is unable to work due to a serious health condition. For purposes of this Article, the definition of “immediate family” will be found in Section 3.

The Employer shall maintain the Employee’s health benefits during this leave. If the Employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the Employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the Employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The Employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement.

B. Maternity Leave - Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female Employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however, the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA or otherwise entitled under disability or sick leave paid status).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the Employer’s expense. At the end of the disability leave, the Employee is entitled to return to the same job or a similar job of at least the same pay.

Employees must use their accrued sick leave and vacation, if any, during the leave period and, at their election, any accrued comp time. Once this paid leave is exhausted, the Employee’s leave may be switched over to unpaid leave.

Section 8. Military Leave. In addition to benefits granted under USERRA, Employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).
Section 9. Leave Without Pay. Except in the case of Family Medical Leave Act related leave (and/or other protected leaves), an employee may be granted leave without pay with prior approval of the Prosecutor or designee.

ARTICLE VIII: CIVIL LEAVE

Section 1. Jury Duty. The County provides all employees leave for jury service. Regular full-time and part-time employees who have completed their probationary period receive paid jury duty leave each time they are called for jury service. Payment provided by the courts during periods of paid jury duty leave must be paid over to the County, excluding expense reimbursements, such as mileage. You must provide your supervisor with a copy of the jury duty summons as soon as possible after receiving it. Upon completion of jury duty, you are required to provide your supervisor with proof of jury service. Employees who have been released by the court during their period of jury duty service may be required to report to work.

An employee who is called to jury service for a matter which is discovered to be likely multiple-week litigation agrees to ask to be excused from such service on the basis of hardship to the Employer.

Section 2. Witness Duty. All employees summoned to testify in court are allowed time off for the period they serve as witnesses. If you are paid by the County for time you are testifying, payment provided by the courts during periods of paid witness duty must be paid over to the County, excluding expense reimbursements, such as mileage. In general, witness duty leave is paid unless you are a party in the case.

ARTICLE IX: LONGEVITY

Section 1. Longevity. Employees shall receive longevity pay (commencing upon completion of their 5th year of service) in addition to their base pay as set forth below:

<table>
<thead>
<tr>
<th>Continuous Years of Service</th>
<th>Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th through 10 years</td>
<td>$ 65.00</td>
</tr>
<tr>
<td>11th through 14 years</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>15th through 19 years</td>
<td>$130.00</td>
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<tr>
<td>20th through 24 years</td>
<td>$150.00</td>
</tr>
<tr>
<td>25th years and over</td>
<td>$165.00</td>
</tr>
</tbody>
</table>
ARTICLE X: SAVINGS CLAUSE

Should any clause of this Agreement be found to be in violation of any law, all other provisions shall remain in full force and effect. If any provision in this Agreement is determined to be invalid, the parties shall meet to renegotiate the substance of the provision if demanded by either party.

ARTICLE XI: DURATION

This Agreement shall be effective upon ratification, and shall remain in full force and effect through December 31, 2016, by mutual agreement superseding previous Agreements in term and effective date.

Either party may commence negotiations of a successor agreement by filing written notice to the other party pursuant to the provisions of Chapter 41.56 RCW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of December 2013.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY

Randy Neatherlin, Chairperson
Tim Sheldon, Commissioner
Terri Jeffreys, Commissioner

WOODWORKERS LOCAL LODGE W38, I.A.M.

Aaron Arnold, President

MASSON COUNTY PROSECUTING ATTORNEY

Michael Dorcy
**APPENDIX A – SALARY PLAN**

Deputy Prosecutors  
Salary Plan  
2014

<table>
<thead>
<tr>
<th></th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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<tr>
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<td>$5,528</td>
<td>$5,666</td>
<td>$5,808</td>
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<tr>
<td>Deputy Prosecuting Attorney III</td>
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<td>$6,411</td>
<td>$6,572</td>
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<td>$7,254</td>
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