

**Memorandum of Understanding**  
**By and Between**  
**The City of Seattle**  
**And the Washington State Council of County and City Employees,**  
**Local 21-PA Assistant City Prosecutors**

This Memorandum of Understanding ("Memorandum" or "MOU") is entered into between the Seattle City Attorney's Office ("CAO") and Washington State Council of County and City Employees, Local 21-PA Assistant City Prosecutors ("Union" or "Local 21-PA") (Collectively, "Parties.")

WHEREAS the Seattle City Attorney's Office has an interest in the continued retention and recruitment of top legal talent in the Criminal Division to assure public safety is maintained  
WHEREAS the current pay rate for criminal prosecutors has created barriers to recruitment and retention of prosecuting attorneys in the Criminal Division  
WHEREAS the Parties are currently in the process of bargaining a new collective bargaining agreement with no certain timeline of completion  
WHEREAS time is of the essence with regard to recruitment and retention

THEREFORE, the Parties stipulate and agree to provide the following pay rate increase of 20% for effective January 1, 2023, as shown below, payable upon ratification by the Union and approval by the City Counsel of this MOU.

1. The Step Progression Program for Criminal Prosecutors remains unchanged. (e.g., if one Criminal Prosecutor was at Step 2 on the effective date of this Agreement with an expected step increase on March 1, 2023, that employee would remain at Step 2 in the new range until their regular step increase date, in this example March 1, 2023).

A. The Step Program's salary steps for 2023, upon approval of the 20% increase by the Parties:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$46.55	\$49.36	\$52.31	\$55.44	\$58.76	\$62.30

2. The Discretionary Pay Program's range for 2023, upon approval of the 20% increase by the Parties:

<u>Min</u>	<u>Max</u>
\$62.32	\$80.99

3. The Coalition of City Unions ("Coalition"), of which Local 21-PA is a member, may, during the course of current negotiations with the City of Seattle, reach agreement on an

annual pay increase for calendar year 2023, for its Coalition member unions. Local 21-PA will not be eligible for any increase that the Coalition bargains for 2023. Instead, the 20 percent wage increase percentage negotiated above for Local 21-PA will supersede and replace any 2023 wage adjustment to which the Coalition may otherwise agree.

4. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2024 for its Coalition member unions. Local 21-PA will not be eligible for any increase that the Coalition bargains for calendar year 2024. The Parties agree there will be no additional wage increase in the above Step and Discretionary pay programs' step system or discretionary pay band for the calendar year 2024.
5. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2025. The Parties agree that Local 21-PA will receive whatever negotiated pay increases, if any, are agreed to between the City and the Coalition for 2025.
6. The Coalition and City may, during the course of current negotiations, reach agreement on an annual pay increase for calendar year 2026. The Parties agree that Local 21-PA will receive whatever negotiated pay increases, if any, are agreed to between the City and the Coalition for 2026.
7. The Parties further agree, subject to ratification of this Agreement by the Union and Seattle City Council, that the bargained for pay increases represented above, will be incorporated into the new collective bargaining agreement and will replace the existing ranges set forth in that document.

Signed this 20th day of December, 2022

**For WSCCCE, AFSCME, AFL-CIO**

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Ed Stemler Local 21-PA Business Agent

For the City of Seattle Executed Under  
Ordinance: \_\_\_\_\_

\_\_\_\_\_  
Bruce Harrell, Mayor

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Ann Davison, City Attorney

  
\_\_\_\_\_  
Geoff Miller, SHR Labor Negotiator