BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LEWIS COUNTY, WASHINGTON

RE: RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND THE ASSOCIATION OF LEWIS COUNTY DEPUTY PROSECUTING ATTORNEYS REPRESENTING THE CRIMINAL PROSECUTORS GROUP FOR THE CALENDAR YEAR 2014

RESOLUTION NO. 14-069

WHEREAS, the Board of County Commissioners, Lewis County, Washington, has reviewed a Collective Bargaining Agreement between Lewis County & the Association of Lewis County Deputy Prosecuting Attorney's, representing The Criminal Prosecutors Group; and

WHEREAS, it appears to be in the best public interest to authorize the execution of the said Collective Bargaining Agreement for Lewis County,

NOW THEREFORE BE IT RESOLVED that the Collective Bargaining Agreement between Lewis County and the Association representing the Criminal Prosecutors Group is approved and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 24th day of February, 2014.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

P.W. SCHULTE, ~~Chairman~~ MBL

Civil Deputy Prosecuting Attorney's Office

F. LEE GROSE, ~~Member~~ Chair

ATTEST:

SEAL OF LEWIS COUNTY, WASHINGTON BOARD OF COUNTY COMMISSIONERS SINCE 1845 WASHINGTON'S 1st COUNTY

Clerk of the Board, Karri Mu

Edna J. Fund, Member

2014 Collective Bargaining Agreement between:

ASSOCIATION OF LEWIS COUNTY DEPUTY PROSECUTING ATTORNEYS

— and —

the LEWIS COUNTY PROSECUTING ATTORNEY and

LEWIS COUNTY

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Preamble

It is mutually agreed that the Employer and the Association shall work together to encourage high standards of excellence, professionalism, and dedication to service and improve working conditions and morale in the Prosecuting Attorney's Office to enable the Prosecuting Attorney to efficiently and effectively fulfill his duties and responsibilities.

Article 1: Purpose and Goal

1.1 Purpose. The purpose of this Agreement is to set forth the wages, hours, and working conditions of those persons licensed to practice law in the State of Washington who have been deputized by the Lewis County Prosecuting Attorney pursuant to RCW 36.27.040, and for whom the Association has been recognized by the Washington Public Employment Relations Commission in its case 25637-E-13-3787 as the bargaining agent.

1.2 Goals. It is the goal of the Lewis County Prosecuting Attorney's Office, Lewis County, and members of the Association, to maintain a qualified staff of career deputy prosecuting attorneys who are dedicated to public service. The parties have a desire to reach and maintain this goal by establishing commensurate salaries for the members that are based upon, in no particular order: experience, performance of duties, and tenure. The Prosecutor and Employer recognize that deputy prosecuting attorneys have educational requirements that no other County employee is required to have in order to perform their jobs (absent member of the judiciary), specifically a Juris doctorate degree. The Prosecutor and Employer recognize the time, commitment, and expense incurred to deputy prosecutors which separates them, for purposes of the Agreement, from other County employees' agreements. In addition, the Prosecutor and Employer recognize that Deputies are considered exempt employees for purposes of FLSA and the Minimum Wage Act and Deputies in the Criminal Division (covered by this Agreement) frequently work many hours in excess of normal business hours of operation to prepare cases without overtime, compensatory time, or other remuneration.

Article 2: Definitions and Construction

2.1 Definitions. In this Agreement the following terms bear the meanings herein below ascribed to each, for all purposes —

"Agreement" means this collective bargaining agreement.

"Association" means the Association of Lewis County Deputy Prosecuting Attorneys.

"Day" means calendar day.

"Deputy" means a Lewis County Deputy Prosecuting Attorney who is a member of the bargaining unit described in Section 4.1 below.

"Employer" means Lewis County, for purposes of matters relating to wages and hours; and, for purposes of matters relating to working conditions, Employer means the Lewis County Prosecuting Attorney.

"Fair share fee" means the monetary payments anticipated by RCW 41.56.122.

"Layoff" means the separation from employment of a Deputy other than in circumstances in which the Employer alleges wrongdoing or misconduct by the Deputy.

"Non-pecuniary member of the Deputy's household" means a person who —

(a) ordinarily resides under the same roof as the Deputy for not less than 100 days each year, and

(b) is permitted to reside in the household primarily for reasons other than his or her monetary contribution to household expenses; and who is not a domestic worker, groundskeeper, watchman, or like employee of the Deputy or of the Deputy's household.

"Office" means the Lewis County Prosecuting Attorney's Office.

"Office Administrator" includes the person who temporarily has assumed the duties of the Office Administrator, in the absence of the Office Administrator from the Office.

"Party" means (a) the Association of Lewis County Deputy Prosecuting Attorneys; and (b) Lewis County (acting by and through its Board of County Commissioners), and the Lewis County Prosecuting Attorney.

"Prosecuting Attorney" means the elected Prosecuting Attorney of Lewis County.

The terms wages, hours, and working conditions bear the meanings afforded each of them under the Public Employees Collective Bargaining Act, RCW Ch. 41.56, as construed by reported case law and by decisions of the Washington Public Employment Relations Commission.

2.2 Gender and number. In this Agreement the singular embraces the plural and the masculine embraces the feminine.

2.3 Computation of time. Time shall be computed in accordance with Civil Rule (CR) 6.

Article 3: Recognition

3.1 The bargaining unit defined. The Employer recognizes the Association as the exclusive representative for purposes of collective bargaining of all full-time and regular part-time Criminal Deputy Prosecuting Attorneys of the Lewis County Prosecutor's Office, excluding supervisors, confidential employees, employees who handle support enforcement matters, and all other employees.

3.2 Matters not specifically addressed by this Agreement shall be governed by County policies and/or Prosecuting Attorney Office guidelines as they currently exist and/or may be amended.

3.3 With respect to proposed changes and/or amendments to County policies and/or Prosecuting Attorney Office guidelines, the County and/or the Prosecuting Attorney's Office will notify the Association, in writing, of proposed changes and/or amendments. Upon receipt of such written notice from the County and/or the Prosecuting Attorney's Office, the Association will have twenty-one (21) calendar days to notify the County, in writing, whether the Association will demand to bargain the proposed change and/or amendment as a change or amendment associated with mandatory subject of bargaining and/or a change or amendment that has a mandatory effect that must be bargained.

3.4 Within twenty-one (21) days of receipt of the Association's written response set forth in section 4.3.3, the County will schedule bargaining with the Association or provide a written response to the Association as to why the County will not bargain with the Association.

Article 4: Association Security

4.1 Membership Condition of Employment. It shall be a condition of employment that all criminal deputies covered by this Agreement who are now members of the Association, or become members after the effective date of this Agreement, remain a member in good standing during the term of this Agreement or otherwise comply with the provision of this Article.

4.2 Religious Tenets Exceptions. Deputies, who cannot pay Association dues as a result of religious convictions, shall pay an amount equivalent to regular Association dues to a nonreligious charity mutually agreed upon by the Association and the Deputy. This provision shall only apply in cases where the Deputy is prohibited or discouraged from becoming an Association member by bona fide personal religious tenets or by teachings of the religious body of which the Deputy is a member.

4.3 Dues Deduction. The County agrees that upon written authorization of any Deputy who is eligible to be a member of the bargaining unit, the County shall deduct from the

pay of said Deputy the monthly amount of dues or fair share, as certified by the Secretary of the bargaining unit, and pay those sums to the Association. Deputies wishing to cancel the written authorization for payroll deductions must notify the County in writing, at which time the County will discontinue the deduction.

4.4 Non-Compliance. The Association agrees that the County shall not terminate any Deputy under any provision of this Article until written notification is provided by the Association to the County that a Deputy has failed to pay the required initiation fee, dues, service charge, charity payments in lieu thereof, or provide proof of payment to such charity or otherwise comply with the provisions of this Article, and until after the Deputy has had a reasonable period of time within which to comply with such requirements. Upon receiving notice of failure to comply with the provisions of this Article, the County and the Association shall immediately meet to review the case and decide on action to be taken to secure compliance. Notice will then be given to the Deputy. Upon notice, Deputies who fail to comply with this requirement or to remain in good standing shall be terminated by the County within one (1) month after the receipt of written notice to the Deputy and the County from the Association, unless the Deputy fulfills the membership obligation set forth in this Agreement.

4.5 Use of County Resources/Association Activities. The County and the Prosecuting Attorney agree that on its premises, the Association Officers are authorized to represent the Association and shall be allowed to:

a. Post official current and timely Association business on office bulletin boards.
b. Use one folder on the Prosecuting Attorney's common drive. The folder shall be designated as "ALCDPA Bulletin Board" and may be used by the Association to keep collective bargaining agreements, association by-laws, and meeting announcements.
c. Use email for the purpose of announcing the date, time, and location of Association meetings. All County email is subject to public disclosure.
d. The Association may conduct business with the County via the County's email system.
e. Have reasonable access to work areas and on-duty time to conduct grievance investigations and have access to personnel files according to applicable laws and express written approval by the aggrieved Deputy. For the purpose of negotiations, two (2) representatives will be allowed on-duty time to participate.
f. Use of County facilities for Association meetings.
g. Place a locked ballot collection box near the Association bulletin board for secret balloting, providing its presence does not interfere with the operations of the Prosecutor's Office. Employees may cast a vote into the box during work hours, but the processing of the ballots shall occur during non-work hours.

4.6 Cost of Agreement. The Employer shall provide copies to new hires. Represented employees and new hires may opt to receive their copy in electronic format.

4.7 Access to Workplace. Association representatives may, after informing the appropriate management representative, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the Office. The Association, or it legal counsel, shall be permitted access to Association-represented employee personnel files; and any access granted shall be limited as set forth in this Agreement.

4.8 Negotiation Time. Employee officers and/or stewards of the Association shall be allowed reasonable release time without loss of pay for the purposes of meetings with the Employer for collective bargaining, grievances, or disciplinary hearings, or such other legitimate Association activities. Nothing in this Agreement shall be construed to require employees to receive compensation from the Employer for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime of flex-time calculation. Except as provided for in this Agreement or as provided by law, County equipment and work hours shall not be used by officers, employees or business representatives for solicitation of Association membership, collection or checking of dues, Association meetings, or other activities relating to the internal business of the Association.

4.8.1 Employee Association representatives shall be allowed one (1) hour of release time preceding or following meetings with the Employer for preparation/debriefing activities.

4.8.2 Release time for arbitration or PERC hearings shall be limited to the grievant/appellant, Association witnesses, and one (1) Association officer. Association witnesses shall be allowed to attend for as long as their presence is required in relation to their testimony.

4.9 Rights of membership and of non-association. All employees in the bargaining unit defined in ¶2.1 above shall, as a condition of employment, join and remain members of the Association in good standing, or pay a fair share fee to a bona fide non-religious charity (or other charity mutually agreed between the Deputy concerned and the Association). Such Deputy shall furnish written proof upon demand by the Association confirming that all fair share payments have been paid and are current.

4.10 Deputies to remain in good standing. Deputies shall remain in good standing in the Association. "Good standing," as used in this Article, shall mean that the Deputy has paid timely or offered to pay the regular monthly dues uniformly required for membership in the Association or a fair share as defined above.

4.11 Right to employment of new Deputy. A newly hired Deputy who is eligible to join the bargaining unit shall join the Association within 30 days after beginning work in the Office. The Association shall not require any Deputy newly hired by the Employer to pay an initiation fee to the Association.

Article 5: Management Rights

5.1 Rights and responsibilities generally. The Prosecuting Attorney retains and reserves all powers and full authority to manage the operations of his Office in the manner which he deems to be the most effective, as a matter of his sole and exclusive right and prerogative, in accordance with applicable laws and regulations, subject only to the limitations expressly stated in this Agreement.

5.2 Inconsistent practices excluded. No right set forth in this Article 5 shall in any way be derogated from or abridged by an inconsistent practice, regardless of whether such practice predates or postdates this Agreement.

5.3 Enumeration of rights. Such management prerogative shall encompass, but shall not be limited to, the right to do the following:

5.3.1 Direct, plan, control, and determine the operations and services of the Office; and to modify, add to, curtail, or eliminate any of its operations or services at any time.

5.3.2 Supervise Deputies, assign tasks and responsibilities to Deputies, effect non-disciplinary reassignments and transfers of Deputies between units and divisions of the Office, and otherwise direct Deputies.

5.3.3 Discipline Deputies, including, without limitation, admonishing, reprimanding, transferring, demoting, suspending (whether with or without pay), or terminating Deputies.

5.3.4 Install new equipment, adopt new software or systems, and require Deputies to become familiar with and to utilize such equipment, software and systems fully and properly.

5.3.5 Establish qualifications for employment of Deputies, employ Deputies at any rank, establish qualifications for promotions, promote Deputies, establish qualifications for specific assignments, and assign Deputies to duties and positions within the Office.

5.3.6 Schedule and assign work.

5.3.7 Appoint and terminate the assignment of lead workers.

5.3.8 Set days and hours of work.

5.3.9 Establish and modify performance standards for Deputies generally, and for Deputies in specific positions and assignments within the Office.

5.3.10 Establish and enforce codes of conduct governing Deputies in the course and scope of their employment, and reasonably governing Deputies outside of the course and scope of their employment; and to change and modify such codes.

5.3.11 Determine the methods, means, and organization through which the operations of the Office are to be performed.

5.3.12 Appoint Special Deputy Prosecuting Attorneys, in accordance with the laws of the State of Washington.

5.3.13 Contract work out, whether to other prosecuting attorney offices or to members of the private bar.

5.3.14 Make, modify, and enforce any and all reasonable rules and regulations.

5.3.15 Terminate the employment of Deputies.

5.4 Continuity of operations. As in the scheduling of their normal work, Deputies are expected to be available during emergency situations of a catastrophic nature which affect the general operations of Lewis County, including but not limited to conflagration, volcanic eruption, earthquake, flood, pandemic, terrorism, or riot. Deputies may be assigned tasks other than their usual job duties to help maintain and safeguard essential governmental functions, services, and infrastructure. The Employer may reassign Deputies to critical services, irrespective of bargaining unit status.

5.5 Hiring and promotion. The Prosecuting Attorney, as a matter of his sole and exclusive discretion, retains the right to hire and promote Deputies to fill any position within the office that Deputy is qualified for. The hiring or promoting of a Deputy shall be made within the salary schedule set out in this Agreement.

5.5.1 Deputies are at will employees of the Prosecuting Attorney, notwithstanding this Agreement nor any provision thereof.

5.6 Use of interns. The Employer may employ seasonal, part-time, or full-time interns.

5.6.1 Duties. Interns may be assigned to assist Deputies, or to perform tasks normally performed by Deputies but which can lawfully be performed by persons not licensed to practice law in the State of Washington. Additionally, those in-

terns qualified under Admission to Practice Rule 9 may be assigned all duties consistent with that Rule.

5.6.2 Qualified persons. Persons qualified by education, training, or experience may be hired as interns, including:

(a) Students enrolled in an accredited law school.

(b) Persons enrolled in the Law Clerk Program of the Washington State Bar Association.

(c) Graduates of an accredited law school who have a bona fide intention to take the Washington bar examination, or otherwise to seek Washington bar admission, within the coming 18 months.

(d) University or college graduates accepted for enrollment in an accredited law school.

(e) University or college students who intend to seek law school admission, and who have completed at least two years of post-secondary education.

5.7 Contracting Out. When the Prosecuting Attorney or designee determines that a need exists to fulfill the mission of the Prosecuting Attorney's Office, the County may contract or subcontract work as may be deemed appropriate by the Prosecuting Attorney, where work to be contracted or subcontracted from the bargaining unit is performed by a Special Prosecutor, a visiting Prosecuting Attorney, or an Assistant Attorney General.

5.8 Non-waiver. The Employer's failure to exercise any right or prerogative reserved to it, or the Employer's waiver thereof in a particular way, shall not be considered a waiver of any of its rights or prerogatives, nor preclude it from exercising the same in any future instance.

Article 6: Work Stoppages Prohibited

6.1 No work stoppage. The parties recognize and agree that the public interest absolutely requires the uninterrupted and efficient performance of all functions of the Office. Specifically, the Association shall not cause, permit, condone, or in any way be party to any work stoppage (including any strike, sympathy strike, refusal to cross a picket line, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with the functions of the Office). Should any work stoppage occur, the Association shall, forthwith, take all necessary steps to

end such interference. Any concerted activity by Deputies shall be deemed a work stoppage if it causes or contributes to the interruption of or hindrance to any function of the Office.

6.2 Duty of the Association. Upon notification in writing from the Prosecutor or his designee that any of its members are engaged in a work stoppage, the Association shall, forthwith and in writing, order such members to cease and desist therefrom, and shall provide the Prosecuting Attorney with a copy of such order.

6.3 Penalty. A Deputy's commission of an act prohibited by this Agreement shall be grounds for termination of that person's employment, regardless of the presence of any mitigating factors. This section shall not be construed as a limitation upon the plenary prerogative of the Prosecutor to terminate Deputies.

Article 7: Maintenance of Deputies' Rights to Practice Law

7.1 Bar dues and conduct rules.

7.1.1 The Employer shall, at its option, either pay each Deputy's annual bar dues to the Washington State Bar Association on the Deputy's behalf, or cause the Deputy to be reimbursed for the amount of the bar dues he pays. The Employer also shall pay the application fee, if such a fee is required to enable a newly hired Deputy to join the Washington State Bar Association.

7.1.2 Deputies shall at all times honor their oaths of office as attorneys and as Deputy Prosecuting Attorneys, and comply with all obligations imposed upon them by the Washington Rules of Professional Conduct.

7.2 Limitation. The Employer is not required to pay any optional Washington State Bar Association assessment or contribution.

7.3. Repayment by Deputy. Should a Deputy's employment terminate for any reason other than a layoff, the Employer may require the Deputy to reimburse it *pro rata* for the dues payment for the remainder of the year.

7.4 MCLE requirements.

7.4.1 The Employer shall provide each Deputy with the opportunity to attend sufficient units of accredited continuing legal education classes to enable the Deputy to satisfy the mandatory continuing legal education requirements of the Washington State Bar Association.

7.4.2 While the Deputy's field of practice, interests and preferences shall be considered, the Employer retains the right to select classes and dates of attendance.

7.4.3 The Employer shall pay all expenses which arise out of or necessarily relate to a Deputy's attendance at such classes, such as —

(a) tuition and

(b) travel and meal expenses.

(i) Travel and meal expenses for attendance at sessions sponsored by the Washington Association of Prosecuting Attorneys shall be paid at the rate set by Lewis County Travel Policy; travel and meal expenses for other MCLE's shall be paid according to Lewis County Travel Policy.

7.4.4 The Employer may utilize accredited on-line or in-house MCLE classes to satisfy its obligation under this Agreement.

7.5 Bar disciplinary proceedings. In the event that a Deputy is the subject of a bar complaint or disciplinary proceeding the Prosecuting Attorney shall provide the Deputy with legal counsel in that matter, provided that —

7.5.1 the conduct giving rise to the complaint arose out of or related to the Deputy's employment with the Office; and

7.5.2 the conduct was consistent with established policies and procedures of the Office, or with the instructions of the Deputy's supervisor.

Ordinarily, internal counsel will be appointed from within the Office.

7.6 Judicial sanctions. In the event that a monetary sanction is imposed against a Deputy, the following provisions and procedure shall govern:

7.6.1 The Deputy shall notify his supervisor forthwith, and in no event later than the morning of the business day immediately following the Deputy's receipt of notice of the sanction.

7.6.2 The Deputy shall provide his supervisor with a copy of the order imposing the sanction, and with a written report fully detailing the circumstances giving rise to the imposition of the sanction.

7.6.3 The Prosecuting Attorney or his designee shall determine, in his sole and exclusive judgment and discretion, whether the Deputy's conduct giving rise to

the monetary sanction arose within the course and scope of the Deputy's employment.

7.6.4 The Prosecuting Attorney or his designee also shall determine, in his sole and exclusive judgment and discretion, whether the conduct giving rise to the monetary sanction was reasonable.

7.6.5 If it is determined that the conduct arose in whole or in part within the course and scope of the Deputy's employment, and that the Deputy's conduct was reasonable, then, unless the Employer is prohibited from doing so by order of a court of competent jurisdiction, the Employer shall pay such portion of the monetary sanction as relates to work-related actions and was reasonable. Additionally, the Prosecuting Attorney shall provide the Deputy with legal counsel in any subsequent proceeding or matter relating to such sanction.

Article 8: Miscellaneous

8.1 Employer-mandated training. The Prosecuting Attorney may direct Deputies to attend work-relevant training sessions, at the Employer's expense.

8.2 Optional training. The Prosecuting Attorney may permit Deputies to attend non-mandatory training sessions.

8.3 Jury duty. Deputies shall be granted time off for serving on juries in accordance with applicable Lewis County policy.

8.4 Employer policies. The Prosecuting Attorney has adopted certain of those Lewis County policies posted on the County's intranet to the extent they are not in conflict with collective bargaining agreements to which he is a party. Deputies shall familiarize themselves with and comply with all provisions of these policies not in conflict with the provisions of this Agreement, as well as with all other policies which may be adopted by the Prosecuting Attorney from time to time.

8.4.1 The policies currently so adopted include the following:

Employee Handbook
Family Medical Leave Policy
Harassment
Risk Management and Safety Policy
Whistleblower Policy
Workplace Violence Policy
Smoking Policy
Technology Policy

8.4.2 The Prosecuting Attorney also has adopted the County's Travel Policy. However, Deputies shall use the Office car, if it is available, rather than a County car.

8.4.3 Deputies also shall familiarize themselves with and comply with all policies hereafter promulgated by the Prosecuting Attorney and which are not in conflict with the terms of this Agreement.

8.5 Military leave. Deputies shall receive time off with pay, if and as required under applicable State or Federal law, for service in the military forces of the United States or of the State of Washington.

8.6. Safety concerns. Deputies shall report all unsafe equipment, vehicles, or physical conditions in the workplace to the Prosecuting Attorney's Office Administrator, or to the Lewis County Safety Officer.

8.7 Indemnity and defense The rights of Deputies to be indemnified for damage awards against themselves and to be provided with a legal defense if sued in matters related to their employment are set out in RCW 4.96.041. Upon a Deputy's request, the Prosecuting Attorney's Office Administrator or the Lewis County Risk Management Office shall provide him or her with a suitable form for making such a request for an indemnity and a defense by Lewis County.

8.8 Travel Time. When an employee travels away from the office for any Employer required, authorized, or assigned meeting, work obligation, or training, travel time to and from the activity shall be considered work time in accordance with Lewis County Policy and FLSA. In addition, the Employer will provide a County-provided car, if available, and if requested by the employee for such activity.

8.9 Personal Firearms. Notwithstanding any other Lewis County policy, but subject to existing law, a Deputy Prosecuting Attorney who possesses a valid Concealed Weapons Permit or is otherwise qualified under Washington law to carry a firearm, may carry to and from, and possess a firearm in the Prosecuting Attorney's Office and/or in a vehicle (including a County vehicle) while on employer business so long as:

a. the possession and use of said firearm for self-defense is at all times in compliance with Washington law;

b. the deputy's badge is worn in conjunction with the firearm so as not to cause alarm when going to/from the courthouse.

b. the firearm is, at all times, discreetly concealed;

c. the firearm is secured out of view in the attorney's office in a suitable gun safe and removed when the attorney is not on duty in the office;

d. the employee provides a suitable gun safe for his/her personal weapon; and

e. the employee satisfactorily completes an annual qualification and certification process as prescribed by the Lewis County Sheriff's Office (LCSO). If the LCSO will not or cannot provide the necessary training, the employee shall satisfactorily complete the National Rifle Association's Basic Pistol Shooting Course or an equivalent course annually at his or her own expense prior to carrying a firearm in the workplace.

Article 9: Days of Work and Holidays

9.1 Work time. Deputies are paid a salary and are expected to devote such time to their job duties as may be required in order to perform their duties in accordance with the highest standards of the legal profession.

9.1.1 Deputies may be required, as a part of their ordinary job duties, to be available out of normal business hours on a 24/7 basis for telephone consultation, for call-out, or for special duties.

9.1.2 Deputies are exempt employees for purposes of the Fair Labor Standards Act, 29 USC §201 *et seq.* Nonetheless, Deputies are encouraged to take adequate lunch breaks and other breaks.

9.2 Normal business hours. The official business hours of the Office are weekdays between 8:00 a.m. and 5:00 p.m. (holidays excluded). Deputies are expected to be available as necessary during those hours to enable the Office to perform its usual or customary functions during throughout the business day.

9.3 Employee benefits. Deputies receive the following benefits of employment: vacation leave; sick leave; and Employer contributions in the amount of not more than $950.00 per month toward the premiums for defined medical, dental, and vision insurance premiums for themselves, their spouses or registered domestic partners, and their dependent children. Deputies who are compensated for 80 or more hours of work in a calendar month shall receive 100% of the benefits defined in this Agreement. Deputies who are compensated for fewer than 28 hours of work in a calendar month shall receive no benefits. All other Deputies shall receive benefits *pro rata.*

9.4 Holidays. Deputies shall receive the following 10 paid days off (eight (8) hour work day):

Holiday*	Date of Observation
New Year's Day	1st day of January in each year
Martin Luther King's Birthday	3rd Monday in January of each year
President's Day	3rd Monday in February of each year
Memorial Day	The last Monday in May of each year
Independence Day	4th day of July in each year
Labor Day	1st Monday of September in each year
Veterans' Day	11th day of November in each year
Thanksgiving	4th Thursday of November in each year
Day After Thanksgiving	4th Friday of November in each year
Christmas	25th day of December in each year

*Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

9.5 Personal/Floating day. Each Deputy also shall receive one additional paid day off each calendar year. To this end, eight hours of leave will be added to the Deputy's bank of annual leave at the beginning of each year.

9.6 Gubernatorial-declared special holiday. Each Deputy also shall receive an additional paid day off work on any day declared by the Governor as a special holiday or day of special observation, provided that:

9.6.1 it does not fall on a Saturday, on a Sunday, or on a holiday enumerated in this Article;

9.6.2 the majority of Washington State employees are to receive a day off with pay on that day; and

9.6.3 neither the Superior Court of Washington for Lewis County nor the District Court of Washington for Lewis County will conduct regular business on that day.

(Historically, governors have declared such special holidays on the occasions of funerals of former presidents of the United States.)

9.7 Emergency closure. Deputies shall perform necessary job duties without reporting to the Office in the event that the Prosecuting Attorney implements an emergency closure of the office. Deputies shall continue to receive full pay and benefits should such closure last for seven days or less. Deputies also shall continue to receive full pay and benefits if assigned job duties by the Prosecuting Attorney, in the event that such closure extends beyond seven days.

Article 10: Annual Leave

10.1 Annual leave. Full-time Deputies shall accrue annual leave in accordance with the table contained in this section.

Months of Lewis County Service	Hours accrued per month	Hours accrued per year
≤24	8½	102
25-36	9	108
37-48	9½	114
49-72	10⅔	128
73-84	11	132
85-96	11½	138
97-108	12	144
109-132	12⅔	152
133-144	13	156
145-156	13½	162
157-168	14	169
169-192	14½	174
193-204	15	180
205-216	15½	186
217-228	16	192
≥229	16⅓	196

10.1.1 Miscellaneous. Annual leave will be earned by part-time employees compensated for 28 hours or more of work, pro rata. Annual leave will be accrued monthly. Annual leave shall be utilized and charged in units of one hour. The Prosecutor, in his sole and exclusive discretion, may give an employee credit for employment as an attorney in the employ of another governmental entity when determining what annual leave accrual the employee should receive.

10.2 New employees. No annual leave may be used until an employee has completed six months of service as a Deputy.

10.3 Extended annual leave. Deputies desiring to take eleven or more days of annual leave in any period of two consecutive months shall, if reasonably possible, submit a leave request (or leave requests) at least three months in advance of the date on which they first wish to take such leave.

10.4 Leave requests. Requests to schedule annual leave shall be made on a form provided by the Office. While the Office will attempt to honor leave requests, leave requests may denied in whole or in part if, in the discretion of the Prosecuting Attorney, they stand to hamper the efficient and orderly operation of the Office.

10.5 Leave accrual. Deputies may accrue annual leave up to a maximum of two (2) times their annual accrual rate (see table above). Holidays occurring during an employee's annual leave shall not be counted against the accrued annual leave balance. Part-time or job-share employees shall be credited with vacation on a pro-rata basis based upon the ratio of their assigned schedule to full-time (forty (40)-hour) employment.

10.5.1 Upon separation from employment after the first six months of employment by the Office, a Deputy (or, in the event of a Deputy's death, his estate or designated beneficiary) shall be paid the value of all accrued annual leave.

10.5.2 Beneficiary designation shall be made upon the form available at the time of designation from the Lewis County Auditor's Office.

10.5.3 Excess annual leave. Any Deputy who has exceeded the maximum number of leave hours he or she can accrue shall take the excess time off from work to lower the accrued number of hours below the maximum accrual figure.

10.6 Donation of Annual Leave. A Deputy may donate annual leave to another eligible County employee in accordance with Lewis County policy.

Article 11: Bereavement Leave

11.1 Triggering event. A bereavement leave of up to three working days may be taken, upon prior notice to the Office Administrator, and in the event of the death of a Deputy's spouse, child, parent, spouse's parent, grandparent, sibling, or spouse's sibling, or non-pecuniary resident of the Deputy's household.

11.2 Extended bereavement leave. A deputy may use accumulated annual leave or sick leave, as necessary and as approved by the Prosecuting Attorney —

(a) to take further time away from work due to bereavement, or

(b) to settle the estate and the legal affairs of a deceased related to the Deputy.

Article 12: Sick Leave

12.1 Calculation and accrual. Deputies shall accrue sick leave at the rate of eight hours per month (96 hours per year) of full-time employment.

12.2 Accumulation. Sick leave may be accrued up to a maximum accumulation of 1,320 hours.

12.3 Conditions for use. Sick leave is a conditional benefit of employment. Sick leave may be used to enable a Deputy to be absent from work, if and only if such absence is necessary due to or for purposes of —

12.3.1 the Deputy's injury or illness;

12.3.2 an injury or illness of a member of the Deputy's immediate family, as defined by the Washington Family Care Act, which requires the Deputy to attend to the needs of that person; or

12.3.3 obtaining care or treatment from a licensed health care provider.

12.4 Other entitlements. Federal and State laws, including the Family and Medical Leave Act may provide instances other than those set out above in which leave may be used.

12.5 Sick leave payout. Upon separation from employment (other than dismissal for cause or resignation in lieu of dismissal for cause), a Deputy (or, in the event of a Deputy's death, his estate or designated beneficiary) shall be paid 50% of the value of all accrued sick leave up to 50% of the value of 360 hours. Beneficiary designation shall be made upon the form available at the time of designation from the Lewis County Auditor's Office.

Article 13: Compensation

13.1 Salaries. The salary schedule, which is set out in Appendix A to this Agreement, shall be in effect throughout the term of the Agreement. The salary schedule may be amended at any time by agreement of the parties.

13.1.1 Step increases. Employees will receive a step increase every anniversary date. The anniversary date for a step increase shall be the first day following completion of one (1) year of employment and annually thereafter, except as otherwise provided in this contract. Any increase in a Deputy's rate of pay shall be effective on the first working day immediately following completion of the applicable period of service.

13.1.2 Salary anniversary dates. The anniversary date for a step increase shall be the first day of the month as specified in this section. Newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary hire date of the first of the following month in which the hiring occurred.

Example: An employee hired on February 16 would have the wage increase beginning on this date. The next anniversary step date would be March 1 of the following year. An employee hired on February 10 would have an anniversary date of February 1 of the following year.

If a Deputy is advanced to a higher step by the prosecutor, then the date of advancement shall be the new anniversary date.

13.1.3 In further consideration for the obligations set forth herein, the Employer shall pay a one-time clothing allowance in the amount of $500 (less all applicable taxes) to each member employed by the Employer on February 3, 2014. Such allowance shall be paid on or before April 10, 2014.

13.2 Pay day. Pay day currently is the fifth day of each month. Employees will be paid on the last working day prior thereto when the fifth is a Saturday, a Sunday, or a holiday. Employees may elect a mid-month draw in accordance with Lewis County policies.

13.3 Variation. Upon 60 days prior written notice to the Association, the Employer may adopt a different monthly payday or paydays.

13.4 Direct Deposit. At the written request of an Association member, the County shall directly deposit Deputy paychecks to a financial institution.

13.5 Promotions. When an employee is promoted by the Prosecuting Attorney or from one grade to another (DPA I to DPA II, DPA II to DPA III, or DPA III to Sr. DPA), the employee shall be placed at a salary step of the new classification that provides a minimum five percent (5%) salary increase.

Article 14: Benefits

14.1 Employer contribution. The amount of the Employer's maximum contribution for the benefits described below shall be the sum set out Article 9 of this Agreement.

14.2 Health and Dental Coverage. Deputies may enroll themselves, their spouses or registered domestic partners, and their dependent minor children in the following Washington Teamsters Welfare Trust insurance plans: Medical Plan C, Vision, and Dental Plan A. Each Deputy may decline coverage, whether for himself or for herself, for his or her spouse, or for his or her dependent minor children.

14.3 Cost of coverage. Should the Employer's contribution be insufficient at any time to fully fund the premiums charged by the respective insurers for the coverage in which a Deputy or his family members are enrolled, then the Employer shall make up the difference and remit it to the insurers along with the Employer's contribution amount set

out in above. The deficiency shall be deducted by the Employer from the Deputy's salary.

14.4 Prevention of lapse in coverage. In the event that the Washington Teamsters Welfare Trust provides notice of its intention to cease to insure the Deputies in whole or in part, the parties shall proceed as follows:

14.4.1 If time allows, the parties shall meet promptly to bargain successor insurance coverage.

14.4.2 Otherwise (or if their bargaining is unsuccessful), and if the County is able to do so, the County shall enroll each Deputy in an insurance plan available to the County and to all of the Deputies through an insurer with which the County then obtains group health insurance for other of its employees. The parties then shall bargain over the effects of this change.

14.4.3 In either event, the Employer shall pay a sum per Deputy each month, the minimum amount as set out in Section 9.3 of this Agreement, as its contribution toward the Deputies' premiums for the successor insurance coverage.

Article 15: Grievance Procedure

15.1 Scope. The procedure set out below shall be used to resolve all disputes arising from or relating to this Agreement. It is the sole dispute resolution mechanism for all such disputes.

15.1.1 All time periods set out in the Article may be extended only by mutual written consent of the parties.

15.2 Step 1 – Chief Civil Deputy. The Association shall submit any grievance in writing to the Chief Civil Deputy Prosecuting Attorney (or, in his absence to the Office Administrator).

15.2.1 A grievance shall be so submitted within 14 days following the event giving rise to the grievance, or within 14 days following the date on which either the Association or any affected Deputy learned or should have learned of such event. If this requirement is not satisfied, the grievance shall be deemed to be waived.

15.2.2 The Chief Civil Deputy shall submit a ruling to the Association within 14 days of receipt of the grievance.

15.3 Step 2 – Prosecuting Attorney.

15.3.1 Should the Association be dissatisfied with the ruling of the Chief Civil Deputy, it may then submit its grievance in writing to the Prosecuting Attorney within 14 days following its receipt of that ruling.

15.3.2 If the grievance is not timely submitted to the Prosecuting Attorney, the grievance shall be deemed to be waived.

15.3.3 With respect to any grievance going to working conditions, the decision of the Prosecuting Attorney shall be final. It shall not be subject to further review under Step 3, as described immediately below.

15.4 Step 3 – Grievance arbitration.

15.4.1 No right to grievance arbitration exists with respect to grievances —

(a) which relate in whole or in part to working conditions, as opposed to wages or to hours (as defined in section 15.1 below); or

(b) arising prior to the effective date of this agreement, or after the ending date of this Agreement recited in section 16.2 below.

15.4.2 Within 14 days of the Association's receipt of the Prosecuting Attorney's ruling, the Association may tender a written request to arbitrate to either the Chief Civil Deputy or to the Office Administrator.

(a) The parties' representatives then shall confer, and they shall attempt to agree upon a single neutral arbitrator.

(b) Should the parties be unable to agree upon an arbitrator, they shall request a list of 11 arbitrators from the Public Employment Relations Commission. The parties shall then alternate striking names from this list. The last individual whose name remains unstricken shall arbitrate the parties' dispute.

15.4.3 The arbitration shall be conducted in accordance with such procedure as the arbitrator may adopt, consistent with the following:

(a) The arbitrator shall have no power to render an award, order, or other ruling which in any way varies or modifies the provisions of this Agreement.

(b) The arbitrator's jurisdiction shall be limited to interpreting and applying this Agreement. No other matters shall be included within the arbitrator's jurisdiction.

(c) The written decision of the arbitrator shall be final, binding, and conclusive upon the Employer, the Association, and the Deputy involved.

(d) Each party shall bear the cost of presenting its own case, including its own attorney fees.

(e) The parties shall share equally the arbitrator's fee, the attendance fee of a court reporter, and all related costs (including the arbitrator's charges for travel, meals, and lodging). Should either party order a transcript, the court reporter's fee for the transcript shall be borne by the party requesting it.

(f) The arbitrator shall have the authority to rule upon any objection or motion to dismiss relating to the scope of his jurisdiction. However, neither the existence nor the exercise of such authority shall in any way limit the ability of either party to seek an order compelling arbitration or an injunction to prohibit arbitration from a court of competent jurisdiction.

15.4.4 No arbitration award or grievance settlement shall be made retroactive to a date prior to the occurrence or nonoccurrence of the last event giving rise to the grievance.

15.5 The Employer and Association shall pay any compensation and expenses relating to its own witnesses or representatives. If any party requests a stenographic record of a hearing, the cost of said record will be paid by the party requesting it. If another party requests a copy, that party will pay one-half of the stenographic costs. The fee and expenses of an arbitrator shall be borne equally to all parties.

Article 16: Term

16.1 Effective date. This Agreement shall be in full force and effect as of 12:01 a.m. on February 1, 2014, regardless of the day on which it is ratified by each of the following:

(a) the members of the Association,

(b) the Board of County Commissioners of Lewis County, and

(c) the Lewis County Prosecuting Attorney.

16.2 Ending date. This Agreement shall remain in effect through December 31, 2015.

16.3 Benefits reopener. Either party may give written notice to the other at any time during the months of May or June of 2014 of its desire to meet for the purpose of bargaining with respect to the issues relating to benefits (such as health insurance premium contributions) addressed in this Agreement. The parties shall thereupon meet and bargain collectively upon those matters. Their agreement with respect to replacement language for any portion of this Agreement may, upon agreement by the parties, take effect on January 1, 2015, and it then shall remain in effect through December 31, 2015.

Article 17: Discipline and Personnel Files

17.1 The Prosecuting Attorney and the Association expressly acknowledge and recognize the unique status of deputies as lawyers and officers of the court. As such, deputies shall be and remain members in good standing of the Washington State Bar Association and shall otherwise at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the rules of professional conduct.

17.1.2 When a successor Prosecuting Attorney-Elect is waiting to take office, any DPA may opt to voluntarily resign and receive the following severance:

a. Payment of accrued and unused vacation, holiday, sick leave, and any other benefit that is eligible for pay-out.

17.2 Personnel Files. The content of files maintained by the Employer, related to an employee, and as described in RCW 49.12.250 shall be considered the personnel file and official record of an employee's service. Employees shall be provided copies of all material to be included in their personnel file and shall have the right, upon request, to attach statements in rebuttal or explanation.

17.3 Disciplinary Letters. Disciplinary letters placed in an employee's personnel file shall be removed and no longer held against the employee after two (2) years. A copy of all the removed material shall be given to the employee by the Employer(s).

Article 18: Severability, Choice of Law, and Venue

18.1 Severability. Should any provision of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, or by subsequent legislation, such decision or legislation shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any decision, the Association will be notified of the resulting changes; and, upon request, the parties will meet to discuss the impact(s)

and negotiate a successor for the invalidated section or portion. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term hereof.

18.2 Choice of law. All provisions of this Agreement shall be construed in accordance with the laws of the United States of America and of the State of Washington, excluding only Washington's choice of law rules.

18.3 Venue. Any action arising out of or relating to this Agreement shall be brought in the Superior Court of Washington for Thurston County, or in the United States District Court for the Western District of Washington at Tacoma.

Article 19: Duration

This Agreement shall be in full force and effect from February 1, 2014, through December 31, 2015, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least 90 days prior to any expiration or modification date of its desire to terminate or modify such agreement.

Signed for and on behalf of the parties hereto on the dates inscribed below:

ASSOCIATION OF LEWIS COUNTY DEPUTY PROSECUTING ATTORNEYS

William Halstead, President

Joely O'Rourke

Luke Stanton

Date: Feb. 21, 2014

LEWIS COUNTY PROSECUTING ATTORNEY

Jonathan Meyer, Prosecuting Attorney

Date: 2/21, 2014

LEWIS COUNTY

F. Lee Grose, Chair

Edna J. Fund, Vice-Chair

P.W. Schulte, Member

Attest:

Karri Muir, Clerk

Date: 2/24, 2014

Executive Summary

BOCC Meeting Date:
2014-02-24

Contact:
Archie Smith

Department:
Human Resources

Wording
RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND THE ASSOCIATION OF LEWIS COUNTY DEPUTY PROSECUTING ATTORNEYS, REPRESENTING THE CRIMINAL PROSECUTORS GROUP, FOR THE CALENDAR YEAR OF FEBRUARY 2014

Description
The Collective Bargaining Agreement between The Association of Lewis County Deputy Prosecuting Attorneys, representing the Criminal Division of the Prosecutors Office, and Lewis County, is being presented for approval by the BOCC

This is a new Collective bargaining agreement effective February 1, 2014.

The term of the agreement is for twenty-three (23) months, with an automatic rollover provision with a requirement of a 90 day notice to open the contract.

The Criminal Deputy Prosecutors were reevaluated by PSPC for market condition. The following changes will be effective the first of the month the CBA is ratified by the BOCC:
DPA I – no change
DPA II moves from a Grade 25 to a Grade 26
DPA III moves from a Grade 28 to a Grade 29
DPA (IV) Sr. moves from a Grade 31 to a Grade 33

Employer Health and Welfare financial contributions will change effective February 1, 2014, from a maximum of $865.88 per month per employee to a maximum of $950.00.

A onetime clothing allowance of $500 will be issued to each member of the Association under the condition that have been employed prior to February 3, 2014.

Recommendation
Pass

Other

BOCC AGENDA ITEM SUMMARY

Resolution #: 14069 **BOCC Meeting Date:** Feb 24, 2014

Suggested Wording for Agenda Item: **Agenda Type:** Consent

RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT BETWEEN LEWIS COUNTY AND THE ASSOCIATION OF LEWIS COUNTY DEPUTY PROSECUTING ATTORNEYS, REPRESENTING THE CRIMINAL PROSECUTORS GROUP, FOR THE CALENDAR YEAR OF FEBRUARY 2014

Brief Reason for BOCC Action:

The Collective Bargaining Agreement between The Association of Lewis County Deputy Prosecuting Attorneys, representing the Criminal Division of the Prosecutors Office, and Lewis County, is being presented for approval by the BOCC

Submitted By: Smith, Mickiel "Archie **Phone:** 2747 **Date Submitted:** Feb 12, 2014

Contact Person Who Will Attend BOCC Meeting: Archie Smith

Action Needed: Approve Resolution

Publication Requirements:

Hearing Date:

Publications:

Publication Dates:

Cover Letter To

Graham Gowing
Becky Sisson
Jonathan Meyer
David Fine
Brad Meagher
Will Halstead
Archie Smith