

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 25-375

APPROVE A COLLECTIVE BARGAINING
AGREEMENT BETWEEN LEWIS COUNTY, THE
LEWIS COUNTY PROSECUTING ATTORNEY, AND
THE ASSOCIATION OF LEWIS COUNTY DEPUTY
PROSECUTING ATTORNEYS FOR JANUARY 1, 2026
THROUGH DECEMBER 31, 2028

WHEREAS, the Lewis County Board of County Commissioners has reviewed a proposed collective bargaining agreement between Lewis County, the Lewis County Prosecuting Attorney, and the Association of Lewis County Deputy Prosecuting Attorneys; and

WHEREAS, the agreement establishes wages, hours, and working conditions for the period of January 1, 2026 through December 31, 2028, and it appears to be in the best interest of Lewis County and the public to approve the agreement.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners hereby approves the collective bargaining agreement between Lewis County, the Lewis County Prosecuting Attorney, and the Association of Lewis County Deputy Prosecuting Attorneys, effective January 1, 2026, through December 31, 2028, attached hereto, and authorizes the Chair to sign the agreement on behalf of the Board.

DONE IN OPEN SESSION this 16th day of December, 2025.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

David Bailey
By: David Bailey,
Chief Civil Deputy Prosecuting Attorney

Scott J. Brummer
Scott J. Brummer, Chair

ATTEST:



Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC
Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner

January 1, 2026 to December 31, 2028

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.

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

"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.

"Probationary Employee" means a full-time or part-time employee who has not yet completed his or her six (6) consecutive month probationary period. A probationary employee shall be considered an "at will" employee during his or her probationary period.

"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 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.

Article 4: Association Security

4.1 Employees eligible to be covered by this Agreement are Deputy Prosecuting Attorneys that are principally assigned to the Criminal Division of the Prosecuting Attorney's Office. Membership or non-membership in the Association shall be wholly voluntary and the individual choice of employees covered by this Agreement. Any employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, who shall forward to the County, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Association and County. Employees who are not members of the Association may make voluntary payments to the Association by means of payroll deduction by providing written consent to the County. Such payment amounts are those authorized by the employee.

4.2 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.

4.3 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.

4.4 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 its 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.

4.5 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 or 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.

4.5.1 Employee Association representatives shall be allowed one (1) hour of re-lease time preceding or following meetings with the Employer for preparation/de-briefing activities.

4.5.2 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.

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 interns 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 de-signee 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 Mandatory Continuing Legal Education (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. 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

8.4.1 Subject to the following, the Prosecuting Attorney has adopted the County's Travel Policy:

8.4.1.1 A County motor pool vehicle normally will be made available when a Deputy is required to undertake business travel. In any instance in which the Office Manager has established that a pool car is not available, a Deputy will be reimbursed for use of his or her personally owned vehicle ("POV") at the then-current IRS Standard Mileage Rate for Business Travel.

8.4.1.2 Deputies normally shall travel together, rather than in multiple cars, when traveling to a common destination unless approval is given by the elected or his designee.

8.4.1.3 Should a Deputy elect to use a POV in preference to a pool car, he or she will be reimbursed at the then-current Business Travel Rate. However, such reimbursement will not be allowed in situations addressed in 8.4.1.2 above.

8.4.1.4 Mileage reimbursement is inclusive of all costs (including insurance). In the event of a collision or other incident occurring during business use of a POV, the Deputy will not be reimbursed for any insurance deductible, nor for any loss of any kind whatsoever arising out of or related to such collision or incident. Accordingly, Deputies contemplating use of a POV are cautioned to verify that their own insurance policies offer coverage which they deem to be sufficient during business travel.

8.5 Military leave. Any employee who is a member of a military reserve force of the United States or of the State of Washington shall be entitled to and shall be granted military leave of absence from employment, not to exceed twenty-one (21) work days during each October 1 through September 30. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such times as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee

might be otherwise entitled, and shall not involve any loss of efficiency rating, privileges or pay (RCW 38.40.060). During the period of military leave, the employee shall receive from the Employer his or her normal pay.

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 or their marital community and to be provided with a legal defense if sued in matters related to their employment are set out in RCW 4.96.041 and BOCC Resolution 19-167. Upon a Deputy's request, the Prosecuting Attorney's Office Administrator or the Lewis County Risk Management Office shall assist him or her in 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.

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.
- c. the firearm is, at all times, discreetly concealed;
- d. 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;
- e. the employee provides a suitable gun safe for his/her personal weapon; and
- f. 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.

8.10 Washington State Paid Family and Medical Leave (WSPFML)

The Employer shall comply with requirements relating to Washington State Paid Family and Medical Leave (WSPFML) in accordance with state law. Beginning January 1, 2020 the employee and employer shares of the WSPFML tax shall reflect the amount pre-scribed by the State. The employee share of the premiums will be withheld by the Employer and forwarded to the State in accordance with state law.

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 throughout the business day.

9.3 Employee benefits. Deputies receive the following benefits of employment: vacation leave; sick leave; personal holiday, and effective January 1, 2026: the maximum employer contributions of \$1,475 per employee per month toward the premiums for defined benefits identified in Article 15.

The Employer agrees to increase their portion of premium contribution towards the 2027 premiums by an additional forty dollars (\$40.00) per month to \$1,515 per month. The additional employer contributions for the 2027 payroll shall be included on any 2026 payroll that includes the new 2027 rates.

The Employer agrees to increase their portion of premium contribution towards the 2028 premiums by an additional forty dollars (\$40.00) per month to \$1,555 per month. The additional employer contributions for the 2028 payroll shall be included on any 2027 payroll that includes the new 2028 rates.

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*.

For the purposes of determining benefit eligibility, compensable hours shall not include severance pay or any cash-out of an employee's accrued vacation leave or accrued sick leave that is payable upon termination of employment.

9.4 Holidays. Deputies shall receive the following 11 paid days off (eight (8) hour workday):

Holiday	Date of Observation
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth Day	June 19
Independence Day	July 4th
Labor Day	1st Monday of September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Native American Heritage Day	the Friday immediately following the 4 th Thursday of November
Christmas Day	December 25
Gubernatorial Holiday	As indicated below

*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 Holiday. Each Deputy also shall receive one additional paid day off on January 1 of each calendar year. The number of hours associated with the personal holiday will be equal to the number of hours they are scheduled to work on the day the Personal Holiday is approved. The Personal Holiday expires at the close of business December 31st of each calendar year, and is not compensable upon separation.

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: Vacation Leave

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

Month of County Service	Years of County Service	Accrual Rate Hours per Month	Accrual Rate Hours per Year
0 - 12	0-1	8.50	102
13 - 24	1-2	9.00	108
25 - 36	2-3	9.50	114
37 - 48	3-4	10.00	120
49 - 60	4-5	11.00	132
61 - 72	5-6	11.00	132
73 - 84	6-7	11.50	138
85 - 96	7-8	12.00	144
97 - 108	8-9	12.50	150
109 - 120	9-10	13.00	156
121 - 132	10-11	13.00	156
133 - 144	11-12	13.50	162
145 - 156	12-13	13.50	162
157 - 168	13-14	14.00	168
169 - 180	14-15	14.50	174
181 - 192	15-16	15.00	180
193-204	16-17	15.50	186
205-216	17-18	16.00	192
217-228	18-19	16.50	198
229+	19+	17.00	204

10.1.1 Miscellaneous. Vacation leave will be earned by part-time employees compensated for 28 hours or more of work, pro rata. Vacation leave will be accrued semi-monthly. A Deputy's accrued vacation leave shall not be charged for partial-day absences, except when appropriate for hourly benefits such as Paid Family and Medical Leave. 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 vacation leave accrual the employee should receive.

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

10.3 Extended vacation leave. Deputies desiring to take eleven (11) or more days of vacation 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 vacation leave shall be made

on a form provided by the Office. While the Office will attempt to honor leave requests, leave requests may be 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 vacation leave up to a maximum of 320 hours. Holidays occurring during an employee's vacation leave shall not be counted against the accrued vacation 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 vacation leave.

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

10.5.3 Excess vacation 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, or else the excess amount will expire at the close of business December 31.

10.5.4 Upon approval of the Prosecuting Attorney, any Deputy may elect to cash out up to 40 hours of vacation per year, as long their remaining vacation balance following the cash out is at least 80 hours.

10.5.5 Any DPA with more than 320 hours of accrued vacation leave at the time of the signing of this contract shall receive a cash out of their excess vacation leave no later than the February 10, 2026 paycheck; or, as an alternative they may be approved to accrue above the maximum with an approved plan to use the excess vacation by December 31, 2026 (or a combination of both use and cash out).

10.6 Donation of Vacation Leave. A Deputy may donate vacation 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 *family member* or *household member* as defined

in Article 12. The days do not need to be taken consecutively.

11.2 Extended bereavement leave. A deputy may use accumulated vacation 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 With each month of completed continuous employment with Employer, sick leave shall be accrued by each full-time employee at the rate of eight (8) hours. When an employee has accrued sick leave in excess of thirteen hundred twenty (1320) hours at the end of the calendar year, the employee's accrued sick leave shall revert to thirteen hundred twenty (1320) hours as of the first (1st) day of January of each calendar year.

12.1.1 Part-time employees shall accrue monthly sick leave in the same manner as set forth above, except that a part-time employee's monthly accrual of sick leave shall be reduced in proportion to the number hours worked by the part-time employee compared to the number of hours worked by a full-time employee. By way of example only, a part-time employee who works one hundred thirty (130) hours in a given month would accrue six (6) hours sick leave.

12.1.2 Employees must give reasonable notice to their Employer to use sick leave, and shall be allowed to use their accrued sick leave in quarter (.25) hour increments for the following reasons:

- a) When an employee is incapacitated for work due to a personal illness, injury, disability or health condition
- b) When an employee has a health care appointment or need for medical diagnosis, care, or treatment of an illness, injury, disability or health condition, or preventative care appointments
- c) When the employee has been exposed to a contagious disease and their presence at work would jeopardize the health of others
- d) When the employee's family or household member requires care due to their illness, injury, disability or health condition, or preventative care appointments
- e) When the employee's place of business or child's school or

place of care has been closed by order of a public official for any health-related reason (health-related reason does not include inclement weather)

- f) For domestic violence leave (chapter 49.76 RCW)
- g) For bereavement
- h) To prepare for or participate in any judicial or administrative immigration proceeding involving the employee or their family member.

12.1.3 *Family member*: child, grandchild, grandparent, parent (including those who stood 'in loco parentis' when the employee was a minor child), sibling, or spouse (including in-law, step, foster, and adoptive relatives of the same kind of relationship).

12.1.4 *Household member*: any individual who regularly resides in the employee's home or where the relationship creates an expectation of care for the person, and that individual depends on the employee for care. It does not include a household member who simply resides in the same home with no expectation that the employee cares for the individual.

12.1.5 An employee who takes more than three (3) workdays sick leave for any one illness or three (3) consecutive sick leave days for self or for illness in the immediate family may be required to produce a letter from a physician verifying the illness or necessity of attendance.

12.1.6 Employees on leave for an occupational injury or illness shall be allowed to supplement their time loss payment with accrued sick leave up to one hundred percent (100%) of the employee's regular salary.

12.1.7 An employee who becomes ill while on vacation and requires medical attention or hospitalization may charge the time ill to accumulated sick leave in accordance with the terms hereof, state law, and/or federal law.

12.1.8 Employees who transfer between departments of Lewis County shall be entitled to transfer accrued sick leave to succeeding County offices or departments.

12.4 Other entitlements. Federal and State laws, including the Family and Medical Leave Act (FMLA), Paid Family and Medical Leave (PFML), and Americans with Disabilities Act (ADA) may provide instances other than those set out above in which leave may be used.

- a. Employees may apply for FMLA by reaching out to their supervisor and/or Human Resources Department.
- b. Employees may apply for PFML by providing notice to their supervisor and/or Human Resources Department and must apply at www.paidleave.wa.gov. If an employee chooses to apply for PFML and is approved for a condition that also qualifies for FMLA, then both PFML and FMLA will run concurrently.
- c. Employees who have a disability may request a reasonable accommodation to enable them to perform the essential functions of their position. An employee who cannot be reasonably accommodated may be subject to a non-disciplinary disability separation.
- d. Pregnant workers may request and receive leave (WAC 162-30-020) and accommodations (RCW 43.10.005) in accordance with Washington Law.

12.5 Sick leave payout. Any employee, except temporary, probationary, just cause terminations, or resignation in lieu of dismissal for cause upon separation from employment, shall receive remuneration at a rate equal to one (1) hour's current straight time monetary compensation of the employee for each two (2) hours of accrued sick leave, to a maximum of three hundred sixty (360) hours of pay. In the case of the employee's death while in the employ of the Employer, the employee's designated beneficiary or estate shall receive the same benefits. Beneficiary designation shall be made upon the form available at the time of designation from Lewis County.

Article 13: Attorney Experience Pay

13.1 Purpose. The purpose of this article is to establish a targeted attorney experience pay stipend that recognizes and rewards *relevant legal experience* held by Deputy Prosecuting Attorneys, in lieu of the traditional longevity pay. This includes both experience gained in prior employment and experience as a DPA with Lewis County. This is intended as a positive step to support recruitment, retention, and career progression within the Prosecuting Attorney's Office while the DPAs remain on the Master Salary schedule.

13.2 *Relevant legal experience* means professional legal work that reasonably relates to the duties of a Deputy Prosecuting Attorney. Relevant experience includes but is not limited to: criminal prosecution or criminal defense practice; civil litigation in state, federal, tribal, or administrative courts; government attorney roles involving litigation;

and other legal work determined by the Prosecuting Attorney to be substantially related to the assigned duties. The Prosecuting Attorney will have the final decision on what experience will be considered, and this decision is not grievable.

13.3 For each year of relevant legal experience, the employee shall receive \$20 per month of attorney experience pay, up to a maximum of the equivalent of 30 years' experience. The Prosecuting Attorney may decide to count 2 years of paralegal experience as one year of relevant legal experience.

13.4 Employees and applicants shall submit documentation demonstrating qualifying experience, such as an updated resume or CV. The Employer shall review submitted documentation, which may include verification of listed experience, and issue a written determination of verified years of experience, the monthly amount of experience pay provided, and the date on which the experience pay will increase, which will be on the first day of the month of the employee's anniversary date. New employees will have their experience pay documented in their hire letter.

Article 14: Compensation

14.1 Salaries. The salary schedule, which is set out in Article 20 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.

14.1.1 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.

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

For the purpose of step increases and vacation accrual, employees hired the 1st-15th of the month shall be recognized on the 1st of the hiring month, and those employees hired the 16th through the last day of the month shall be recognized on the 16th of the current month.

14.2 Payday. Paydays will be the 10th and 25th of each month.

Compensation for time from the 1st of the month through the 15th shall be paid on the 25th, and compensation for time from the 16th through the end of the month shall be paid on the 10th of the following month. Should the 10th or 25th fall on a non-workday, i.e. Saturday, Sunday, or Courthouse Holiday, the payday shall be the first workday preceding the 10th or the 25th.

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

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

14.5 Promotions. When an employee is promoted by the Prosecuting Attorney or from one grade to another (DPA 1 to DPA 2, DPA 2 to DPA 3, or DPA 3 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.

14.5.1. When a DPA 1 has reached 24 months of service, the DPA 1 shall promote to the DPA 2 position.

Article 15: Benefits

15.1 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.

15.2 Medical and Other Insurance Coverage. Subject to Washington Teamsters Welfare Trust approval, Deputies may enroll themselves, their spouses or registered domestic partners, and their children in the following Washington Teamsters Welfare Trust insurance plans that are offered in accordance with Teamsters Trust rules (or decline coverage):

Insurance Coverage	Monthly Premiums as of 1/1/2026
Medical Plan B	\$1618.00
Life Insurance and AD&D (\$30,000/\$3,000)	\$8.60
Time Loss Plan A (\$400/week)	\$18.00
9-month Disability Waiver	\$11.40
Vision Plan EXT	\$17.10
Dental Plan A	\$120.50
Total Monthly Premiums	\$1793.60

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, the deficient amount shall be made up through a deduction by the Employer from the Deputy's salary. The Employer will then remit the Employer/employee shared contribution to the insurers.

15.3 Eligibility for benefits is governed by the terms of the respective Washington Teamsters Welfare Trust plan documents, which is not part of this agreement.

15.4 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:

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

15.4.2 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.

15.4.3 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 16: Grievance Procedure

16.1 Purpose and Scope

16.1.1 For purposes of this article, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by an employee or the Guild, involving an alleged misapplication or misinterpretation of an express provision of this Agreement. This procedure shall also apply to any dispute requiring a determination of an alleged overpayment or underpayment of wages. This grievance procedure shall be the exclusive means for resolving such grievances.

16.2 Time Limits

16.2.1 Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Guild, on behalf of the employee, fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next available step of the grievance procedure.

16.3 Processing Steps

16.3.1 Step One. The Guild, on behalf of the aggrieved employee, shall submit the grievance in writing to the Chief Criminal Deputy within fourteen (14) calendar days of the events giving rise to the grievance. In the case of an alleged underpayment or overpayment of wages, the complaining party shall submit the grievance to the other party within a reasonable period of time after discovery of the alleged discrepancy, not to exceed a period of time of three (3) years. At this step one of the process, alleged overpayments of wages shall be submitted by the Employer to the Vice President of the Guild. The written statement shall include the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Chief Criminal Deputy or Guild Vice President, as applicable, shall respond to the grievance with a written determination within fourteen (14) calendar days of its receipt.

16.3.2 Step Two. Should Step One fail to resolve the grievance, the Guild may, within fourteen (14) calendar days after receipt of the written determination from step one of this process, submit the grievance in writing to the Elected Prosecutor. At this step two of the process, alleged overpayments of wages shall be submitted by the Employer to the President of the Local Guild. The Elected Prosecutor or the President of the Local Guild, as applicable, shall respond with a written determination within fourteen (14) calendar days following receipt of the grievance.

16.3.3 Step Three. Should Step Two fail to resolve the grievance, the complaining party may, within fourteen (14) calendar days after receipt of the written determination from step two of this process, give written notice to the other party of its intent to submit the grievance to arbitration.

16.4 Arbitration

16.4.1 Within fourteen (14) calendar days of receipt of the complaining party's request to arbitrate, a representative of the Guild and a representative of the Employer shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they shall request a list of eleven (11) arbitrators from the Public Employment Relations Commission ("PERC").

16.4.2 Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

16.4.3 The arbitrator shall have no power to render a decision that will add to, sub-tract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement. This procedure shall also apply to any dispute requiring a determination of an alleged overpayment or underpayment of wages.

Article 17: Term

17.1 This Agreement shall be in full force and effect as of January 1, 2026 regardless of the day which it is ratified by each of the parties, and shall remain in effect through December 31, 2028.

Article 18: Discipline and Personnel Files

18.1.1 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.

18.1.2 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.

18.2 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.

18.3 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 letter shall be stapled over the top of the disciplinary letter indicating the disposition of the disposition and shall remain in the employee's file.

18.4 During any investigatory and/or disciplinary meeting, the DPA shall have the right to have the President of the ALCDPA present or another designated DPA.

Article 19: Severability, Choice of Law, and Venue

19.1 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.

19.2 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.

19.3 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 20: Duration

This Agreement shall be in full force and effect from January 1, 2026 through December 31, 2028, 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.

Article 21: Classification and Wages

Classifications	Salary Grades Effective 12/31/2025
DPA 1	126
DPA 2	128
DPA 3	132
Senior DPA	135

21.1 Effective January 1, 2026, each DPA in the bargaining unit will advance one step in their assigned salary grade, if they are not already at the top step. Their next step increase date will remain the same.

21.2 Effective January 1, 2026, the salary schedule will be adjusted for a general wage increase (GWI) of 2.7%.

21.3 Effective January 1, 2027, the salary schedule will be adjusted for a GWI in the amount of the CPI-U West Size Class B/C as measured for the year ending June 2026, with a minimum of 1.5% and maximum of 3.0%.

21.4 Effective January 1, 2028, the salary schedule will be adjusted for a GWI in the amount of the CPI-U West Size Class B/C as measured for the year ending June 2027, with a minimum of 1.5% and maximum of 3.5%.

21.5 Me Too Clause: Should the County provide general wage increases (GWI) in excess of the amount defined in this contract to the non-represented or other bargaining units with the exception of interest arbitration groups, this bargaining unit shall receive the same.

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

Association of Lewis County
Deputy Prosecuting Attorneys

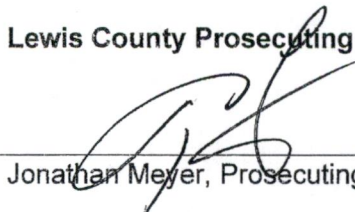


President

15 Electronic Approval
Secretary

12/12/2025
Date

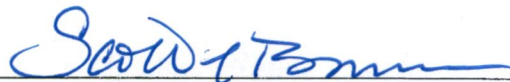
Lewis County Prosecuting Attorney



Jonathan Meyer, Prosecuting Attorney

12/12/2025
Date

Board of Lewis County Commissioners
Lewis County, Washington



Scott J. Brummer, Chair



Lindsey R. Pollock, DVM, Vice-Chair



Sean D. Swope, Commissioner

ATTEST:



Rieva Lester, Clerk of the Board

12-17-2025
Date



BOCC AGENDA ITEM SUMMARY

Resolution:**BOCC Meeting Date:** Dec. 16, 2025**Suggested Wording for Agenda Item:****Agenda Type:** Deliberation

Approve a collective bargaining agreement between Lewis County, the Lewis County Prosecuting Attorney, and the Association of Lewis County Deputy Prosecuting Attorneys for January 1, 2026 through December 31, 2028

Contact: Kathryn Chatterton**Phone:** 3607401120**Department:** HR - Human Resources**Description:**

Approve a collective bargaining agreement between Lewis County, the Lewis County Prosecuting Attorney, and the Association of Lewis County Deputy Prosecuting Attorneys for January 1, 2026 through December 31, 2028

Approvals:

User	Status
PA's Office	Approved

Publication Requirements:**Publications:****Additional Copies:**

Michelle Sabin, Michelle Sauter, Vanessa Ruelas,
Grace Jimenez, Becky Butler, Rudy Rodriguez,
Angie Hodge

Cover Letter To: