

**AGREEMENT**

**by and between**

**SNOHOMISH COUNTY, WASHINGTON**

**and**

**WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES,  
AFSCME, AFL-CIO**

**LOCAL 1811-PA**

**(PROSECUTOR'S CRIMINAL AND FAMILY SUPPORT  
DEPUTY UNIT)**

**January 1, 2021 through December 31, 2021**

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THIS AGREEMENT between Snohomish County, referred to as the “Employer”, and Local 1811-PA of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the “Union.” All items shall be binding for both the Employer and the Union, subject to discretionary authority vested in the Prosecutor by the statutes and constitution of the State of Washington.

## **ARTICLE 1 – PURPOSE**

### **Section 1:**

To discuss and establish reasonable rates of pay, hours of work, benefits, and conditions of employment as provided herein;

### **Section 2:**

To enhance the general efficiency of Snohomish County, to eliminate as far as possible political considerations from policy, and to promote the morale, well-being and security of the employees;

### **Section 3:**

To provide a prompt and orderly method for handling and processing grievances; and

### **Section 4:**

To set forth the complete agreement of the parties.

## **ARTICLE 2 - SCOPE OF BARGAINING UNIT**

The Bargaining Unit includes all regular part-time and full-time attorneys (including attorneys hired as temporary deputies whose employment has exceeded six (6) consecutive months) of the Criminal and Family Support Divisions of the Snohomish County Prosecuting Attorney’s Office.

The Bargaining Unit excludes the Chief Criminal and Chief Family Support Deputies; three Assistant Chief Criminal Deputies; Temporary Deputies; Legal Interns; and all Civil Deputies.

## **ARTICLE 3 - DEFINITIONS**

### **Section 1: Prosecutor.**

“Prosecutor” means the Prosecuting Attorney of Snohomish County.

### **Section 2: Employer.**

“Employer” means Snohomish County.

**Section 3: Deputy Prosecuting Attorney.**

A Deputy Prosecuting Attorney (hereafter “Deputy” or “DPA”) is appointed by the Prosecuting Attorney. A newly appointed full-time or part-time, regular Deputy shall have a six (6) month probationary period during which he or she may be separated from employment without cause. Following six months of continuous employment, Full-time and Part-time regular Deputies shall have the due process rights set forth within this contract.

**Section 4: Temporary Deputy.**

A Temporary Deputy is an attorney hired by the Prosecutor to work for a period of not more than six (6) consecutive months in a twelve month period when additional work, emergency situations, or temporary absence of regular employees requires a temporarily augmented work force.

**Section 5: Part-time Deputy.**

A regular, part-time Deputy is employed in a regular budgeted position of 20 hours or more per week.

**Section 6: Full-time Deputy.**

A regular, full-time Deputy is employed in a regular budgeted position as a Full Time Equivalent (hereafter “FTE”).

**Section 7: Anniversary Date.**

A Deputy’s Anniversary Date is the date which signifies the completion of each year of service by a Deputy in a regular, full-time position, except that regular, full-time employee who began employment as temporary deputies and who had no break in service shall receive up to six (6) months credit for time served as temporaries.

The Anniversary Date, once established at the time of initial employment, shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety calendar days or more. When an employee returns from a leave without pay or a layoff that is ninety days or longer and is re-employed, the original hire date will be extended by an amount of time equal to the period of leave without pay or layoff in excess of ninety (90) days. A new anniversary date will be calculated from this revised hire date.

**Section 8: Furlough.**

A temporary leave without pay or temporary change in the work hours of an employee imposed by the Employer due to economic conditions and/or lack of work.

## **ARTICLE 4 - WARRANTY OF AUTHORITY**

The officials executing this Master Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations which they represent.

## **ARTICLE 5 - UNION RECOGNITION AND BARGAINING UNITS**

The Employer recognizes Local 1811-PA of the Washington State Council of County and City Employees to be the exclusive bargaining agent for all matters of wages, hours, benefits and working conditions--over which the Employer is obligated by law to collectively bargain--with respect to the Deputies in positions in the bargaining unit represented by the Union.

## **ARTICLE 6 - UNION SECURITY**

### **Section 1: Union Membership.**

All employees that are members of this collective bargaining unit may choose whether or not to become a member of the Union. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth below.

### **Section 2: Deduction of Union Dues.**

Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and transfer that amount to the Union Treasurer. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

### **Section 3: Revocation of Dues Deduction.**

An employee may revoke authorization for payroll deductions of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization. If notified by the Union or the Employer determines the employee has revoked his or her authorization in accordance to the terms and conditions of their signed authorization, the deduction will end as soon as administratively feasible.

### **Section 4: Temporary Deputies – Not Covered by this Agreement.**

Temporary Deputies are not covered by this Agreement. An employee hired as a Temporary Deputy whose employment extends beyond six (6) consecutive months, and who works 20 or more hours per week, shall become a member of the collective bargaining unit as provided in Article 2 and may choose at that time whether or not to become a member of the Union as provided in Article 6, Section 1.

**Section 5: Regular Part-Time Deputies – Covered by this Agreement.**

Regular part-time Deputies shall receive pro-rated Employer benefits.

**Section 6: Indemnification.**

The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

**ARTICLE 7 - LABOR - MANAGEMENT RELATIONS**

**Section 1: Prosecutor Rights and Authority.**

The Prosecutor has the exclusive right to manage the affairs of the office, to direct and control its operations, and to independently make, carry out, and execute all plans and decisions deemed necessary in his/her judgment for its welfare, advancement, or best interests. Such management prerogatives shall include all matters not specifically limited by this Agreement. Any term and condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Prosecutor.

By way of example, the Prosecutor retains the full right:

- to operate and manage all manpower, facilities, and equipment;
- to establish functions and programs;
- to set and amend budgets;
- to determine the utilization of technology;
- to establish and modify the organizational structure;
- to select, direct and determine the number of personnel;
- to implement reasonable work rules, policies and procedures; and
- to perform any inherent managerial function not specifically limited by this Agreement.

**Section 2: Collective Bargaining and the Employer's Authority.**

All collective bargaining with respect to wages, hours and other conditions of employment shall be conducted by authorized representatives of the Union and the Employer and/or Prosecutor. Nothing in this Agreement shall be construed as limiting the discretionary authority vested in the Prosecutor by the statutes and constitution of the State of Washington.

**Section 3: Employer Security.**

The Union will not cause, or permit its members to cause, and no Deputy shall take part in any picketing, strike, work stoppage, sit-down, stay-in or slow-down, or any curtailment of or interference with the activities and operations of the Employer for any reason. The Union will not cause or permit the Deputies to refuse, and no Deputy shall, as designated below, refuse to

cross any picket line established by a labor organization or group of individuals at any location where the Employer's duties are being performed. The Prosecutor has the right to discipline (including discharge) any employee taking part in any violation of this Section, which disciplinary action shall not be subject to the grievance procedure of the Agreement, but shall be subject to Article 19, Section 2.

**Section 4: Standards of Performance.**

Deputies shall:

- individually and collectively perform efficient and ethical work and services;
- promote the efficient and effective use of public resources; and
- maintain reasonable and uniform standards of performance.

**Section 5: Performance Supervision and Evaluation.**

The Prosecutor has the right to assign members of the bargaining unit supervisory duties, including performance evaluations for other Deputies and employees. Evaluations shall follow consistent standards established by the Prosecutor.

**Section 6: Applicability of Employer's Personnel Rules.**

Personnel rules adopted by the County do not apply to Deputies covered herein.

**ARTICLE 8 - EMPLOYEE RIGHTS, RESPONSIBILITIES, AND UNION PRIVILEGES**

The following provisions shall be applicable to all Deputies in the bargaining unit covered herein.

**Section 1: Non-Discrimination.**

There shall be no discrimination by the Union, Prosecutor, or Employer against any individual with respect to compensation, terms or conditions of employment, or Union membership, because of race, color, religion, national origin, sex, marital status, physical, sensory or mental disability, or age (40-70) except where age, sex, physical, sensory or mental disability is a bona fide occupational qualification. Any violation shall constitute a breach of this Agreement.

**Section 2: Union Membership.**

No Deputy shall be discriminated against for exercising his or her rights as a Union member or non-Union member.

### **Section 3: Union Activities.**

The Prosecutor agrees that on the Prosecutor's premises, duly elected County Employee representatives of the Union shall upon request and approval by the Prosecutor be allowed to:

- A. Post Union notices.
- B. Distribute Union literature--such distribution, however, shall be restricted to a location on or near the Union bulletin board(s).
- C. Attend negotiation meetings with the Employer and/or Prosecutor (two [2] from the bargaining unit).
- D. Transmit communications authorized by the local Union or its officers to the Prosecutor or his/her representative.
- E. Consult with the Prosecutor, his or her representatives, local Union officers, or other Union representatives concerning any provisions of this Agreement after first receiving the approval of his/her Division Chief or the Prosecutor as to the time of such consultation. It is the intent of both parties that the investigation of formal grievance matters by the shop steward(s) be during non-working hours, unless otherwise approved by the Prosecutor.

Time off without pay for investigating a formal grievance will be allowed subject to the approval of the Prosecutor or Division Chief. This shall not be construed to allow time off to investigate Deputy complaints.

- F. The Employer agrees that accredited representatives of the Washington State Council of County and City Employees, AFSCME, AFL-CIO shall, for the purpose of investigating and discussing grievances, have reasonable access upon approval of the Division Chief or Prosecutor as to time and appropriate space; provided the Union representative neither interferes with the work of the Deputies, nor any other employee of the Prosecutor, nor has access to any records of any sort in the Prosecutor's Office except such as relates to the subject matter of the grievance and do not otherwise contain any matter, the revelation of which would be a breach of confidence or contrary to the public interest as determined by the Prosecutor in accordance with a good faith interpretation of applicable law and professional ethics.
- G. The Employer agrees to provide suitable space for the Union on office bulletin boards. Postings by the Union on such boards will be confined to business of the Union and its activities, including notices of Union meetings, Union election returns, Union appointments to office, and Union recreational or social affairs. The Union agrees to limit posting of such notices to its bulletin board space. It is

specifically understood that no notices of a political or inflammatory nature shall be posted.

- H. Upon the written request of the Union, the Prosecutor agrees to provide a list of Deputies filling positions (including promotions and reclassifications) within the bargaining unit within seven (7) working days of receipt of the written request.

#### **Section 4: Union Representatives.**

Official Union representatives shall be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees. No more than one representative at a time may be granted leave for this purpose. The time off per Deputy shall not exceed three (3) days for a single function or ten (10) working days in one calendar year. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and consent by the Prosecutor or Division Chief.

### **ARTICLE 9 - HOURS OF WORK AND SUPPLEMENTAL PAY**

#### **Section 1: Hours of Work.**

Deputies are expected to work for such periods of time as are necessary to adequately and professionally handle assigned tasks. Normal office hours consist of eight (8) hours per day from 8:00 a.m. to 5:00 p.m., Monday through Friday, less one hour for lunch, shall be kept where permitted by work assignments, or unless otherwise authorized by the Division Chief or by an alternative work schedule arrangement.

#### **Section 2: Sunday Jail Hearings.**

Deputies may be assigned by the Prosecutor to perform extra service duty on Sunday bail and probable cause hearing calendars. Compensation for Deputies required to perform this extra service shall be \$150 per Sunday. Should the service be required on a Sunday that falls during a holiday weekend which is either preceded by a holiday on a Friday or followed by a holiday on a Monday, then the compensation shall be \$175.

### **ARTICLE 10 - PAID HOLIDAYS**

#### **Section 1: Definition.**

A paid legal holiday is any day other than Sunday designated by RCW 1.16.050 as a legal holiday as that statute is constituted on the date of occurrence of the holiday. Only Deputies who are employed in regular budgeted positions of half-time or better are eligible for paid status on holidays.

**Section 2: Legal Holidays.**

The following are the paid legal holidays under RCW 1.16.050 as of the date of execution of this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

**NOTE:** The paid legal holidays shall remain consistent with those listed in the County/Union Master Agreement unless such days interfere with dates on which the Courts are open.

**Section 3: Floating Holidays.**

In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays during each calendar year. Each employee may select the dates on which the employee desires to take the additional holidays provided for herein subject to approval of the Employer. These two (2) floating holidays shall be used in the calendar year earned and shall be non-cumulative and non-compensable upon separation from employment. New employees shall be eligible for floating holidays only upon completion of sixty (60) calendar days of continuous employment. Employees hired after June 30 shall be eligible for one floating holiday during that calendar year.

**Section 4: When Holidays Fall on a Weekend.**

When a holiday identified in Section 2 of this Article occurs on a Saturday, the holiday will be observed on the preceding Friday. When the holiday occurs on Sunday, the holiday shall be observed on the following Monday.

**Section 5: Holidays Occurring While on Paid Leave Status.**

Holidays that occur during vacation, sick leave, or other paid leave status shall not be charged against such leave.

**Section 6: Forfeiture of Holiday Pay.**

Any employee shall forfeit his/her right to payment for any recognized holiday if he/she is on leave without pay on the last regular working day preceding such holiday or on the next regular working day following such holiday.

**ARTICLE 11 – VACATIONS**

**Section 1: Leave Schedule.**

For the purpose of calculating vacation leave accruals, a Deputy who is employed in a regular budgeted position, on a half-time or better basis, shall be credited with the appropriate hourly accrual for each hour on regular pay status in accordance with the following schedule:

NOTE: Accrual shall not be calculated on the basis of more than forty (40) hours per week, all vacation leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulations, subject to Section 2:

<u>Length Of Continuous Service</u>	<u>Approximate Hours Per Accrual Period Annual / 12</u>	<u>Approximate Hourly Accrual Per Year</u>	<u>Approximate Maximum Accrual Days Per Year</u>
Date of employment to 1st anniversary date (1st yr.) provided no leave shall be allowed to be taken for the first six (6) months of employment.	6.7072	80	10
Date of 1st anniversary to 2nd anniversary date (2nd year).	8.0347	96	12
Date of 2nd anniversary to 5th anniversary date (3rd through 5th years).	10.0433	120	15
Date of 5th anniversary to 9th anniversary date (6th through 9th year).	12.0520	144	18
Date of 9th anniversary to 11th anniversary date (10th through 11th years).	14.0607	168	21
Date of 11th anniversary to 13th anniversary date (12th through 13th years).	14.7244	176	22
Date of 13th anniversary to 15th anniversary date (14th through 15th years).	15.4056	184	23
Date of 15th anniversary to 17th anniversary date (16th through 17th years).	16.0693	192	24
Date of 17th anniversary date and thereafter (18 <sup>th</sup> through 24 <sup>th</sup> year)	16.7331	200	25

Length Of Continuous Service	Approximate Hours Per Accrual Period Annual / 12	Approximate Hourly Accrual Per Year	Approximate Maximum Accrual Days Per Year
More than 25 years	18.7417	224	28

NOTE: Monthly vacation accrual shall occur in the same one-half (1/2) of the month in which the Deputy's anniversary date occurs.

**Section 2: Vacation Leave - Maximum Accrual.**

Except as provided above or upon approval by the Prosecutor on good cause shown, a Deputy's accrued, unused vacation leave may not exceed two hundred forty (240) hours on December 31<sup>st</sup> of any year.

**Section 3: Vacation Leave – Accounting.**

A continuous record of each Deputy's accrual and use of vacation leave shall be maintained in the Prosecutor's Office. No vacation leave will be deducted for leave taken in increments of less than four-hours a day. No vacation will be deducted from the accrued until:

- A. it is actually used; or
- B. the Deputy agrees to deduction in lieu of other discipline; or
- C. there is a lump sum settlement upon separation from employment.

**Section 4: Vacation Leave - Lump-Sum Settlement.**

Upon separation from employment, the Deputy or his/her estate shall be paid a lump sum settlement for the number of days of vacation leave accrued and not deducted or forfeited at his/her rate of pay at time of separation. The maximum number of hours eligible for lump sum payment is two hundred forty (240) hours. Any additional hours are forfeited. Lump sum payment will only be made if not prohibited by state law.

**Section 5: Vacation Leave - Transfers and Separation.**

Any Deputy transferring from one Division of the Prosecutor's Office to another, or rehired within one (1) year after a layoff for lack of funds, shall accrue vacation leave benefits based upon the total time of active, continuous employment with the Prosecutor's Office. When there is a re-employment after layoff, the employment anniversary date shall be adjusted to reflect the actual period of continuous employment.

**Section 6: Vacation Leave - Authorization for Taking Leave.**

Vacation leave shall be taken at a time requested in advance by the employee and approved by the Division Chief, the Prosecutor, or the Prosecutor's designee as long as such requested time will not, in the opinion of the approving authority, impair the efficiency of the Prosecutor's Office.

Consistent with this Article, vacation leave can be taken in lieu of sick leave if a Deputy's sick leave accruals are exhausted. In such a circumstance, the rules governing sick leave authorization (see Article 12, Section 2) shall apply.

**ARTICLE 12 - SICK AND DISABILITY LEAVE**

**Section 1: Sick Leave Policy for Active Employees.**

Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness. No sick leave will be deducted for leave taken in increments of less than four-hours a day.

In accordance with the cooperative spirit of the Agreement, the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. This means consultation with the appropriate Local 1811-PA President or designee in regard to a specific problem.

**Section 2: Sick Leave - Accrual.**

Accrued sick leave shall be granted to each regular full-time employee and regular part-time employee while on paid status time.

- A. All sick leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulation. The total accumulation shall be unlimited.
- B. For the purpose of calculating sick leave accruals, the regular full-time (1.0 F.T.E.) employee shall be credited with eight (8) hours of sick leave per month. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employee's actual hours worked relates to forty (40) hours per week.
- C. Sick leave will be available for use only after it has been earned and credited to an employee's sick leave account.

### **Section 3: Sick Leave - Authorization.**

Accrued but unused sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- A. Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position.
- B. Enforced quarantine in accordance with health regulations.
- C. An employee may use the employee's choice of sick leave and/or other paid time off to care for a family member to the extent provided by state and federal law. At the discretion of the Prosecutor, employees may be required to obtain a physician's verification of the qualifying basis upon which the employee relies in requesting the time off from work.
- D. Medical and dental appointments shall be included as cause for sick leave.
- E. Employees may take up to five (5) days of sick leave during and immediately following the birth or adoption of their infant child. To qualify for such leave, employees shall be on regular pay status on the working day immediately preceding the birth or adoption of the child.

### **Section 4: Sick Leave - Administration.**

An employee shall notify the employee's Division Chief, or his/her designee, prior to the start of the work day if the employee is unable to report to work for reasons set forth herein. If the supervisor, or his/her designee, is not available, the employee shall leave a message. The employee shall be excused from making the notification if extenuating circumstances prevent the opportunity to notify, in which event notification shall be made as soon as possible.

### **Section 5: Sick Leave - Limitations.**

An employee whose attendance record is unsatisfactory and whose record has not improved as a result of application of Section 1 of this Article, may be notified that in event of future absence from work he/she may be required to provide a statement from a medical care provider that a condition exists which affects the employee's ability to perform his/her job duties.

### **Section 6: Sick Leave - Accounting and Monitoring.**

Accounting for sick leave shall be maintained by the head of the Administration Division of the Prosecutor's Office. A continuous record of an employee's accrual and use of sick leave shall be maintained.

**Section 7: Sick Leave - Extended.**

Unless state or federal law requires the employer to do otherwise, the following rules shall apply: Prior to the expiration of all sick leave, an employee must, in order to retain entitlement to return to paid employment status, submit to the Prosecutor or his/her Division Chief a written request for leave of absence as provided for in Article 13. However, if the continued absence from work is expected to continue for less than an additional fifteen (15) working days following expiration of sick leave, the Division Chief or Prosecutor shall grant an oral request for leave of up to fifteen (15) working days provided the Prosecutor or Division Chief has received any requested statements from a medical care provider stating that a condition exists which affects the employee's ability to perform his/her job duties.

**Section 8: Sick Leave - Transfers.**

Any employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after separation from employment who, within sixty (60) days after rehire, reimburses the County for any lump sum sick leave settlement paid the employee, shall retain all accrued and unused sick leave benefits.

**Section 9: Sick Leave Benefits at Separation.**

- A. **Base Cash Payment Upon Separation.** Upon separation from County employment, the employee shall be paid a lump sum payment from accrued sick leave reserves in the Sick Leave Account up to and including the maximum amount specified in the following schedule:

<u>Length of Classified Service</u>	<u>Maximum Number of Days Paid</u>	<u>Maximum Number of Hours Paid</u>
Date of Employment through the 5 <sup>th</sup> year	0	0
Date of 5 <sup>th</sup> Anniversary through the 10 <sup>th</sup> year	5	40
Date of 10 <sup>th</sup> Anniversary through the 15 <sup>th</sup> year	10	80
Date of 15 <sup>th</sup> Anniversary through the 20 <sup>th</sup> year	15	120

<u>Length of Classified Service</u>	<u>Maximum Number of Days Paid</u>	<u>Maximum Number of Hours Paid</u>
Date of 20 <sup>th</sup> Anniversary and thereafter	24	192

- B. **Additional Cash Payment Upon Separation.** Upon separation, employees with twenty (20) or more years of service or who are sixty-five (65) years of age shall be paid a lump sum payment of one (1) day of pay for each ten (10) days of accrued sick leave remaining in the Sick Leave Account after the base cash payment made pursuant to subsection A of this section. This payment shall be made at the employee's then current pay rate.
- C. **Retiree Medical Insurance.** For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the county's retiree medical insurance program for the retiree and spouse for each one-hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the death of an enrolled retiree, a surviving spouse/registered domestic partner who has been enrolled in the county retiree medical plan shall be offered COBRA retiree medical coverage, at their own expense, as required by law.

**Section 10: Day of On-The-Job-Injury.**

When an employee suffers an on-the-job injury, the employee will be paid for the balance of the work day, which will not be charged to sick leave.

Scheduled workdays falling within the first three calendar days following the day of injury are compensable through accrued sick leave, provided however, if the period of disability extends beyond fourteen calendar days, then accrued leave taken shall be reimbursed by Worker's Compensation on a pro rata basis. Upon the employee's written request, sick leave pay may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and regular County net pay. Any accrued vacation or compensatory time may be used in a like manner after accrued sick leave is exhausted.

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. The employee may be required to self-pay the premium contribution under Article 21 of this contract. Sick leave and vacation shall only accrue, however, for hours in County pay status. Employees receiving industrial insurance may also be eligible for benefits under the Long Term Disability

Program. An employee must submit a completed Return To Work Authorization form to his/her Division Chief and obtain approval before resuming any duties. It is the responsibility of the employee to contact and follow the direction of DRS, while they are on time loss payments, to ensure continuation of retirement service credit accrual.

### **Section 11: Disability Leave.**

- A. Disability leave shall be granted when an employee is temporarily disabled and unable to perform the essential duties of his/her position as verified by the required medical documentation. Disability leave may be granted for up to twenty-six (26) weeks within any two (2) year period for disabilities that do not stem from an industrial injury or occupational disease and for up to fifty-two (52) weeks for disabilities caused by an industrial injury or occupational disease. All leave stemming from disabilities shall be considered in calculating the allowable leave period regardless of whether or not the leave is intermittent or taken over a consecutive period.
  
- B. Unless otherwise required by state or federal law, when an employee is unable to return to work in the employee's previous position after exhausting the disability leave provided under the previous paragraph, the Prosecutor may either hold the position for a reasonable time if the position can be kept vacant or filled on a temporary basis or lay off the employee and place him or her on a reinstatement list for the class of the previous position or for a class that is appropriate to the employee's medical condition. If it is determined that the employee will not be able to return to work in any capacity, the Prosecutor may terminate the employee after a pre-determination hearing that follows the procedures set forth in Article 19, Section 2.

An employee must submit a completed Return To Work Authorization form to his/her Division Chief and obtain approval before resuming any duties.

Leave resulting from a medical condition that is not an industrial injury or occupational disease suffered in Prosecuting Attorney's Office employment in accordance with this Article requires an employee to exhaust accrued sick leave and accrued compensatory time and vacation leave before applying for or being granted a leave without pay. The employee may also be eligible for the Long Term Disability Insurance. Employees are responsible for paying medical, dental, vision, life, and other appropriate premiums while on disability leave without pay.

### **Section 12: Paid Family Medical Leave.**

The County will continue to administer paid family medical leave (PFML) in accordance with state guidelines and requirements. For illustrative purposes only, this currently includes, but is not limited to the following attributes:

- Employees desiring to use PFML must notify the department in writing at least thirty (30) days in advance if foreseeable and as soon as practical if not foreseeable.
- Employees must use PFML in at least an eight (8) consecutive hour increment each week.
- Employees have the sole discretion as to whether to apply for PFML leave.
- PFML is leave without pay (LWOP) and therefore will affect employee sick and vacation leave accruals and can impact holiday pay.
- The County will continue to pay the County's portion of medical insurance for an employee on PFML if there is at least one day of overlap between PFML and FMLA until the employee returns to work or their PFML expires, whichever occurs first.

### **ARTICLE 13 - LEAVES OF ABSENCE WITHOUT PAY**

Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days in conformance with Article 16.

#### **Section 1: Medical and Family Related Leaves.**

Medical and family leaves of absence (including leave related to family members' status as a covered service member) shall be granted in accordance with federal and state laws, applicable labor contract language and Snohomish County Code. Upon an employee's prior written request, submitted at the same time as an FMLA or Washington Family Care Leave Act request is made, an employee may be granted leave of absence without pay and maintain up to forty (40) hours of total paid leave accrual in any designated combination of sick leave, vacation, compensatory time and floating holidays. Failure to make such a request will result in the requirement of the employee to exhaust all leave banks prior to taking leave without pay.

#### **Section 2: Personal Leave.**

Employees may request an unpaid personal leave of absence of not more than six (6) months by submitting a written request to their Prosecutor and/or Division Chief. Requests must be submitted at least thirty (30) days in advance (except in emergency situations). Requests for leave of absence without pay for non-medical reasons may be considered in light of the circumstances involved and the needs of the County. Before an unpaid leave of absence for non-medical reasons will be granted, all paid leave options (such as: compensatory time, floating holiday and accrued vacation) shall be exhausted.

#### **Section 3: Other Types of Unpaid Leave.**

- A. **Civil Duty.** Any employee who is elected or appointed to a political or legislative position that is compatible with the employee's responsibilities as a deputy prosecutor, may be granted leave without pay to perform his/her civil duty or the employee may utilize accrued vacation leave and/or compensatory time.
  
- B. **Military Leave.** Any employee who is a member of the Washington National Guard or organized military reserve or armed forces of the United States shall be granted a military leave of absence from employment in accordance with RCW 38.40.060. Any employee who vacates a position of employment for service in the uniformed services shall be reemployed to the extent required by RCW 73.16.033 - .035 or any other provision of state or federal law.

#### **Section 4: Return From Leave of Absence.**

The County will abide by the requirements of state and federal leave laws, including military leave rights, with respect to an employee's return to their previous position upon conclusion of their leave. For leave not governed by these statutes, at the expiration of any authorized leave of absence every reasonable effort will be made to return the employee to his/her last held position unless other conditions were stipulated in writing by the Prosecutor and/or Division Chief upon granting the leave or unless otherwise stipulated in this agreement. If it is not possible to reinstate the employee to his/her last held position, attempts will be made to place the employee in a comparable position. Any employee who fails to return to work within three (3) working days after the expiration of such leave shall be considered to have voluntarily resigned their employment with the County, unless the employee, prior to the expiration of such leave, has requested and been granted a leave of absence extension by the Prosecutor and/or his/her Division Chief.

#### **ARTICLE 14 - BEREAVEMENT LEAVE**

Upon notification, the Prosecutor shall grant a Deputy bereavement leave with pay in the event of death in the Deputy's immediate family. The maximum number leave shall be three (3) days, except when the death occurs more than 300 miles away. In that circumstance, additional time not to exceed four (4) additional working days may be granted to attend the funeral and to make any necessary arrangements related to the death. If the employee is the personal representative or is the trustee of the estate of the deceased, the Division Chief shall grant an additional three (3) days of bereavement leave and the employee may also, upon notification to the Division Chief, use two (2) days of sick leave. The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of Deputy or child of Deputy's spouse, or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, or stepsister of the Deputy or the Deputy's spouse, or children of state registered domestic partner

- C. Grandparents and grandchildren of the Deputy or the Deputy's spouse, or children of state registered domestic partner;
- D. Any relative living in the immediate household of the Deputy; or,
- E. Any individual for whom the Deputy is responsible for making arrangements.

In relationships other than set forth above, bereavement leave may be granted by the Prosecutor, the Division Chief or their designee upon request.

## **ARTICLE 15 – JURY COURT SERVICE**

Any Deputy shall be granted leave with pay when summoned for jury duty and when required to appear as a witness before a court because of a subpoena or other bona fide court order or other public body on any matter in which the Deputy is not personally involved. The amount of pay shall be the difference between the Deputy's regular salary and the amount he/she is entitled to receive as a result of service for any such duty. This section shall not apply when the employee is a party, related to the party, or shares an interest with a party that is adverse to the County.

## **ARTICLE 16 - CLASSIFICATION AND SALARY ADMINISTRATION**

### **Section 1: Classification.**

Deputies will be classified and paid in accordance with the classification salary schedule contained in Appendix A.

### **Section 2: Rates of Pay - Regular Full-Time Deputies.**

A Deputy shall be paid at a rate of pay no less than the minimum or more than the maximum established for the classification of the position to which the Deputy is appointed by the Prosecutor.

### **Section 3: Advancement within a Pay Range.**

Employees will receive a step increase. 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.

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 step date of February 1 of the following year.)

**Section 4: Merit Pay.**

The Prosecuting Attorney may grant merit pay to Deputies in the bargaining unit. The amount that shall be made available for this purpose is \$114,914 for 2015. Said merit pay amount shall be increased by the same percentage amount applied to wage and salary tables for each subsequent year of the contract.

**Section 5: Rates of Pay - Regular Part-Time Deputies.**

A regular part-time Deputy who is a member of the bargaining unit shall be paid a salary that is equivalent to the hourly rate of pay for his/her classification. For example, a .5 FTE will be paid a salary that is one-half the salary of a 1.0 FTE at the same classification, range and step.

**Section 6: Deferred Compensation Match.**

The employer will contribute fifty cents (.50) for every dollar (1.00) contributed by the employee, up to an amount not to exceed one percent (1%) of the employee's base wage.

**Section 7: Cost of Living Increase.**

Each year of the contract, the wage and salary tables shall be increased by an amount equal to the annual cost of living salary adjustments as provided in the AFSCME Master Agreement.

**ARTICLE 17 - PROMOTIONS/TRANSFERS**

Consistent with Article 7, Section 1, all promotions and transfers shall be at the sole discretion of the Prosecutor, as set forth in other provisions of this Agreement.

**ARTICLE 18 - LAYOFF**

**Section 1: Layoff.**

If inadequate funding necessitates the layoff of one or more bargaining unit members, layoffs shall only come from within the Division in which funding is inadequate. The Prosecutor shall layoff first from among Deputy 401 attorneys and Deputies hired within the last twelve months. If inadequate funding remains after the layoff of all Deputy 401 attorneys and Deputies hired within the last twelve months or there are no such Deputies within the Division, the Prosecutor may then layoff from among Deputy 402 attorneys within the same Division.

**Section 2: Economic Furlough.**

- A. Employees placed on furlough shall be considered in pay status for the purpose of sick and vacation leave accruals. Any such furlough that is adjacent to a holiday shall not have an impact on holiday pay.
- B. Any employee who served a one (1) work week furlough in 2020 as part of the parties' furlough agreement shall receive three (3) furlough replacement days in calendar year 2021 which shall be additional days of leave with pay to be used in the same manner as vacation days. Furlough replacement days shall not carry over beyond 2021 and are not eligible for cash out.

## **ARTICLE 19 - DISCIPLINE AND TERMINATION**

The Prosecuting Attorney retains the right to discipline, suspend or terminate attorneys. These decisions are not grievable, but are subject to the provisions below:

### **Section 1: Performance Deficiency.**

No Deputy shall be terminated for a performance deficiency unless the following steps are taken prior to termination:

- A. **Written Warning.** The Deputy shall receive a written warning with the heading "Written Warning." The written warning shall specifically identify the performance deficiency, provide steps to be taken by the Deputy to correct the deficiency, and assign a specific time period within which the deficiency shall be corrected. The Deputy shall be given an opportunity to provide, directly to the Prosecutor, his or her explanation about why his or her performance is not deficient. More than one deficiency may be identified in a written warning.
- B. **Suspension Without Pay.** If the deficiency is not corrected within the stated period of time, or the deficiency reoccurs within 24 months, the Deputy may be suspended without pay for a period determined by the Prosecutor, not to exceed two weeks. Prior to the suspension, the Deputy shall be given an opportunity to provide, directly to the Prosecutor, his or her explanation about why the performance is not deficient.
- C. **Termination.** If, following the unpaid suspension, the Deputy fails to correct the deficiency or if the deficiency reoccurs within 24 months, then the Prosecutor may elect to terminate the Deputy Prosecutor.
- D. **Opportunity to Explain.** Prior to the effective date of termination, the Deputy shall be given an opportunity to provide, directly to the Prosecutor, his or her explanation about why his or her performance is not deficient.

## **Section 2: Ethical Violations and Conduct Detrimental to the Office.**

The Prosecuting Attorney retains the right to discipline a Deputy, up to and including termination, for ethical violations or conduct detrimental to the Office. Discipline imposed for either of these reasons is not subject to the preceding procedures or to the grievance procedure.

- A. **Explanation Following Notice of Termination.** Prior to the effective date of the termination, the affected Deputy shall have the right to provide, directly to the Prosecutor, his or her explanation as to what happened.
- B. **Review Committee.** If, following the receipt of an explanation under Section A, the Prosecutor decides to proceed with termination, then the Deputy may request, in writing, to have the Prosecutor's decision evaluated by a review committee.

*1. Review Committee Composition.* Upon written notice from the Union to the Prosecutor that the terminated employee requests an evaluation by a review committee, the Union and the Prosecutor shall appoint the necessary review committee members within two (2) business days thereof. A five person committee shall consist of three people appointed by the Prosecutor from the Chief Deputies and/or Assistant Chief Deputies (at least one of the Prosecutor's appointees shall be from the Criminal Division), and two Deputy Prosecutors as chosen by the Union.

*2. Review Committee Procedures.* The review committee shall meet within three (3) business days of its appointment. The sole determination for the review committee shall be whether the facts provide a basis for termination for unethical conduct or conduct detrimental to the Office. If the committee determines that the reason for termination is poor work performance and the required procedures have not been followed, then the termination shall be rejected. If the committee determines that the decision to terminate is arbitrary, the termination shall be rejected. A majority of the committee shall, by secret ballot, determine whether the termination meets the standards set forth herein. If a majority of the committee votes against the termination decision, then the Deputy will not be terminated. No committee member shall disclose, or be compelled to disclose, how they or any other member of the review committee voted.

*3. Communication of the Review Committee's Decision.* The decision of the review committee shall be communicated in written form to the Prosecutor within ten (10) business days of the date on which the committee was appointed and shall be signed by all members of the review committee. If a written decision is not received from the review committee within ten (10) business days of the committee's appointment, the Prosecutor's decision shall stand.

## **Section 3: Other.**

A Deputy subject to discipline or termination (for a reason other than that set for the in Article 18 (layoff)) shall be entitled to the process described in Section 1 or 2.

## **ARTICLE 20 - GRIEVANCE PROCEDURE**

### **Section 1: Grievance Defined.**

A grievance shall be defined as a dispute or disagreement raised by a Deputy against the Prosecutor involving the interpretation or application of the specific provisions of this Agreement except decisions of the Prosecutor in the administration of employee promotion, merit pay, transfer, layoff, discipline and termination. A grievance shall be processed as set forth below, provided that the time limits may be waived by mutual agreement of the parties.

### **Section 2: Grievance Process.**

**Step 1:** A Deputy who has a grievance shall submit it to the applicable Chief Deputy Prosecutor within seven (7) working days of its alleged occurrence, on the official grievance fact sheet provided by the Union for that purpose. The Chief Deputy shall give his/her written answer within three (3) working days after such presentation.

**Step 2:** If the grievance was not settled at Step 1, the Deputy (grievant) may refer the matter in writing to the Union Grievance Committee. Such referral shall be made within five (5) working days of the date the Deputy receives the Chief Deputy's answer. The Union Grievance Committee shall investigate and determine whether the grievance shall be referred to Step 3.

The Committee shall make such determination within ten (10) working days from the receipt of the grievance or the matter shall be considered resolved with the decision rendered at Step 1.

**Step 3:** If the grievance has not been settled and the Union desires to appeal, it shall be referred by the Union, in writing, to the Prosecutor within five (5) working days of the Union's appeal decision. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific applicable provisions of the agreement allegedly violated, and the relief requested. A meeting shall be held between the Prosecutor, Chief Deputy, the Deputy, and his/her designated representative, Union steward and/or Council 2 Staff Representative. If the grievance is settled as the result of such meeting, the settlement shall be reduced to writing and signed by the Prosecutor and the Union's authorized agent. If no settlement is reached, the Prosecutor shall give a written answer to the Union within five (5) working days following such meeting.

**Step 4:** If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within 20 working days

after receipt of the Prosecutor's answer to Step 3, or date the answer was due. If the Union prevails at arbitration, the County will pay the fee and expenses of the arbitrator. If the County prevails, the Union will pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. The County and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of five (5) arbitrators. Both the County and Union representatives shall have the right to strike two (2) names from the panel. The party striking the first two names shall be determined by a flip of the coin. The other party shall then strike the next two names and the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he set a time and place subject to the availability of the County and the Union Representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the County and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

### **ARTICLE 21 - INSURANCE BENEFITS**

Medical/Dental/Vision/Disability and Life benefits shall be consistent with those provided in the Master Agreement between the Employer and the other bargaining units represented by Washington State Council of County and City Employees, AFSCME-AFL-CIO.

### **ARTICLE 22 - CONTINUING LEGAL EDUCATION**

The Prosecuting Attorney agrees to provide at the Employer's expense the opportunity for each Deputy to obtain fifteen (15) CLE (Continuing Legal Education) credits annually through in-house training sessions, training programs sponsored by the Washington Association of Prosecuting Attorneys (WAPA), or a combination of each. A Deputy may retain per diem allowances provided by WAPA and may, when pre-approved, request and be reimbursed certain uncovered expenses, consistent with County policy, such as mileage costs, room and board.

### **ARTICLE 23 - PROFESSIONAL RESPONSIBILITY**

All Deputies shall be members in good standing of the Washington State Bar Association. In the event of any discipline by the Bar Association, a Deputy may be discharged, suspended or demoted by the Prosecutor with no appeal, by grievance or otherwise, of that action. Nothing herein shall reduce or otherwise affect a Deputy's duties and responsibilities including those imposed by the Rules of Professional Conduct.

#### **ARTICLE 24 - PROFESSIONAL DUES**

The Prosecuting Attorney agrees to pay annual dues to the Washington State Bar Association and the Snohomish County Bar Association for each Deputy covered by this Agreement, provided he/she is employed by the Prosecutor in a regular budgeted position as of January 1st of the year for which dues will be paid.

#### **ARTICLE 25 - LABOR MANAGEMENT COMMITTEE**

In the spirit of cooperation, the Union and the Prosecuting Attorney agree that upon notice to either party, a representative of the Union and the Prosecuting Attorney shall meet to discuss problems or situations that occur during the term of the Agreement. The Union shall be allowed to select two (2) members of the bargaining unit and/or a Staff Representative of the Washington State Council of County and City Employees.

#### **ARTICLE 26 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 27 - SAVINGS CLAUSE**

If any Article or Section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of renegotiations for the purpose of adequate replacement, provided that the invalidation of such Article or Section does not have a significant bearing on any other Article or Section of the Agreement.

#### **ARTICLE 28 - SUPREMACY AND EXTRA AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with the employees in the Prosecuting Attorney's Office, individually or collectively, that is inconsistent with the terms of this Master Agreement and not approved by the Union.

### **ARTICLE 29 - LIABILITY**

Claims against members arising from good faith performance of their official duties shall be managed in accordance with RCW 44.96.041 and County Code provisions 2.90.085 and 2.90.090 as in effect on the date of execution of this Agreement. Should changes to this statute or these code provisions occur during the period of this Agreement, the Union reserves the right to renegotiate this Article.

### **ARTICLE 30 - DURATION**

Unless otherwise stated, all provisions of this Agreement shall become effective on the date of its execution. It shall remain in force for the same period of time as the Master Agreement between the employer and the Washington State Council of County and City Employees, AFSCME, AFL-CIO. This Agreement is intended to replace and supersede any agreement that would otherwise be in effect during its terms, and any obligations existing in such superseded agreements are rescinded upon mutual execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR THE UNION:

FOR THE COUNTY:

\_\_\_\_\_  
Nathan Sugg, President  
Local 1811-ES

\_\_\_\_\_  
Dave Somers  
Snohomish County Executive

\_\_\_\_\_  
Chris Dugovich,  
President/Executive Director  
WSCCCE, AFSCME, AFL-CIO

\_\_\_\_\_  
Stephanie Wright  
Council Chair

ATTEST:

\_\_\_\_\_  
Debbie Eco, Clerk of the Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Rob Sprague,  
Chief Labor Contract Negotiator

## **APPENDIX A**

### **2021 PROSECUTING ATTORNEY CRIMINAL SALARY SCHEDULE**

Effective April 1, 2021 wage and salary tables, as existing as of December 31, 2020, shall be increased by a percentage amount of one percent (1.0%).