

**C O N T R A C T**

**By and Between**

**PIERCE COUNTY**

**and**

**PIERCE COUNTY  
PROSECUTING ATTORNEYS'  
ASSOCIATION**

**January 1, 2020 – December 31, 2020**

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**January 1, 2020 – December 31, 2020**

**CONTRACT**

**By and Between**

**PIERCE COUNTY**

**and**

**PIERCE COUNTY  
PROSECUTING ATTORNEYS' ASSOCIATION**

**PREAMBLE**

These articles constitute an Agreement, the terms of which have been negotiated in good faith, between Pierce County, referred to as the "Employer" and the Pierce County Prosecuting Attorneys' Association, hereinafter referred to as the "Association."

**ARTICLE 1 - PURPOSE**

The purpose of this Agreement is to set forth the wages, hours and working conditions of such employees in the Pierce County Prosecuting Attorneys' Association.

**ARTICLE 2 - NONDISCRIMINATION**

2.1 Neither the Employer, Association nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical handicaps or disabilities.

2.2 No employee shall be discriminated against because of membership or lawful activity in the Pierce County Prosecuting Attorney's Association, provided such activities are not carried on so as to interfere with the normal work process.

### **ARTICLE 3 - RECOGNITION AND ASSOCIATION SECURITY**

**3.1 Recognition.** The employer hereby recognizes the Association as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all regular full-time and regular part-time Deputy Prosecuting Attorneys of the Pierce County Prosecuting Attorney's Office, but excluding those Prosecuting Attorneys who are Division Heads or those who are promoted into positions that are part of the management team, employees represented by other labor organizations, confidential employees and all others not previously identified above. "Team Chiefs," "Team Leads" and "Team Leaders" are not excluded from membership in the PCPAA.

**3.2 Dues Deduction.** The Employer agrees that upon written authorization of any employee who is eligible to be a member of a bargaining unit, the Employer shall deduct from the pay of said employee the monthly amount of dues or fair share fee, as certified by the Secretary of the bargaining unit, and pay those sums to the Association. Employees wishing to cancel the written authorization for payroll deductions must notify the Employer and the Association in writing, at which time the Employer will discontinue the deduction. Every reasonable effort will be made to start or end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's authorization or cancellation notice.

**3.3 Hold Harmless.** The Association shall indemnify and hold harmless the Employer against any and all claims, demands, suits or other form of liability, including attorney's fees, that shall arise out of or by reasons of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

**3.4 Union Activities.** The Association shall be provided suitable bulletin board space in each of the five divisions of the Prosecuting Attorney's Offices: Criminal, Civil, Family Support, Juvenile, and District Courts. In addition, a reasonable amount of paid time may be taken by Association representatives to attend grievance meetings, negotiate collective bargaining agreements, and to otherwise represent employees in connection with their terms and conditions of employment.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations and the Pierce County Charter, subject only to the limitations expressly stated in this Agreement:

1. To plan, direct, control and determine all the operations and services of the Employer;
2. To supervise, transfer and direct the workforce; to establish the qualifications for employment and to employ employees;
3. To schedule and assign work;

4. To establish work and performance standards and, from time to time, to change those standards;
5. To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work;
6. To make and enforce reasonable rules and regulations;
7. To discipline, suspend and discharge employees for cause. During the probationary period, employees serve at the will of the Prosecuting Attorney and may be discharged without cause;
8. To change or eliminate existing methods, equipment or facilities.

## **ARTICLE 5 - DEFINITIONS**

**5.1 Accruable Pay Cycle.** A pay cycle in which the employee's pay status hours are at least seventy (70%) percent of the employee's standard hours as reflected in records maintained by the Human Resources Department.

**5.2 Anniversary Date.** For purposes of salary classification and administration shall mean the first day of a pay cycle occurring upon the culmination of 26 accruable pay cycles from the effective date of the last step increase.

**5.3 Association or Union.** The Pierce County Prosecuting Attorneys' Association.

**5.4 Association or Union Representative(s).** Those members of the bargaining unit who have been designated to represent the Association on matters referenced in this Agreement. The Association shall give notice orally or in writing to the Employer of the names of the Association representative(s).

**5.5 Deputy or Employee.** A bargaining unit member.

**5.6 Employer.** Pierce County.

**5.7 Immediate Family.** Spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent or grandchild of the employee and like relatives of the spouse of the employee. Immediate family includes biological, adopted, step or foster members.

**5.8 Probationary Period.** The period of time constituting the final step of the selection process for appointment of employees, constituting a period of twenty-six (26) accruable pay cycles. A probationary employee may be terminated without cause.

**5.9 Prosecuting Attorney.** The elected Prosecuting Attorney of Pierce County.



5.10 Regular Part-Time Deputy. A deputy employed in a regular deputy prosecutor position on a regular schedule equal to or greater than one-half the regular work schedule of the department.

## **ARTICLE 6 - WAGES AND HOURS OF WORK**

6.1 Hours of Work. Deputy Prosecuting Attorneys are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

### 6.2 Wages.

6.2.1 The wage rates for all Deputies are found in Appendix A attached to this Agreement.

6.2.1.1 Rates of Pay. Deputies shall receive pay at no less than the lowest step or more than the highest step for the range established for the classification to which the Deputy is placed.

6.2.1.2 Advancement within a Pay Range. Employees on a step range will be eligible to receive periodic step increments upon the accrual of twenty-six (26) accruable pay cycles. The salary rate of employees will be automatically increased "one step increment" on their periodic increment date through step 6 of the salary range, while increases to steps above step 6 will be for merit which shall be defined as a performance appraisal which reflects "satisfactory" in a majority of categories.

Employees will be eligible for step increases on the first day following the accrual of twenty-six accruable pay cycles. Such consideration shall be given annually until an employee reaches the maximum step of the salary range.

For the purposes of this section, "one step increment" is defined as follows: Depending on the employee's initial position on the pay range, advancing incrementally by either even-numbered or odd-numbered steps, with the last possible step being the highest step in the range. (Example: Employees on Step 01 would advance incrementally to steps 03, 05, 07, 09 and 10.)

Non-meritorious evaluations which do not result in denial of merit increase shall be subject to Steps 1 and 2 only of the grievance procedure.

6.2.2 2020. Effective January 13, 2020 employees shall be granted a 2.07% general wage increase.

In addition to and after the cost-of-living increase above has been applied, effective January 13, 2020 the pay range for the classifications of County Attorney 1 and County Attorney 2 shall be adjusted as follows: each pay step shall be increased by 3%. County Attorney 1 and 2's shall remain in their existing adjusted pay step and step increase counters will continue.

6.2.3 – Y-Rate. Employees shown in the Pay and Class Plan as "Y rate" shall receive no cost-of-living adjustment in accordance with this section above. At such time as the top pay rate of their classification meets or exceeds their "Y-rate", the employee shall be placed at the appropriate step of their regular classification and shall again be eligible for cost-of-living adjustments.

### 6.3 Bonus Pay.

6.3.1 Probable Cause Hearing Bonus. Effective January 1, 2018, an employee who is designated and who works the weekend/holiday Probable Cause Hearings shall be entitled to a flat \$350.00 bonus for such on-call period (regardless of the number of hours worked). Effective the first day of the first pay period after Council ratification of this agreement, if a second probable cause hearing is required to be held on a different day during the same weekend/holiday, a designated employee shall be entitled to an additional flat \$350.00 bonus for working the probable cause hearings on the additional day. In no event shall more than two (2) employees be eligible for this bonus during the same week/weekend/holiday. However, there will be no weekly guarantee or entitlement to such assignment. The bonus shall be earned for payroll and reporting purposes effective the Sunday of the on-call week.

6.3.2 On-Call Bonus. Effective January 1, 2018, an employee who is designated to be on-call for a Monday through Sunday workweek and who is required to carry the general duty on-call pager shall be entitled to a flat \$350.00 bonus for such on-call period (regardless of the number of hours worked). Only one bargaining unit employee will be eligible to receive such a bonus per week. However, there will be no weekly guarantee or entitlement to such assignment. The bonus shall be earned for payroll and reporting purposes effective the Sunday of the on-call week.

6.4 Longevity Pay. All employees who currently receive longevity pay, as defined and described in Chapter 3.88 of the Administrative Guidelines for the Pierce County Prosecuting Attorney's Office, shall continue to receive such longevity pay for the duration of this Agreement.

6.5 Direct Deposit. All employees will be paid via direct deposit no later than July 31, 2014 and checks will no longer be issued.

## **ARTICLE 7 - PROFESSIONAL DEVELOPMENT**

7.1 Bar Dues. Effective January 1, 2006, the Employer shall reimburse each deputy (or the Association, on behalf of an Association member) for an amount equal to their Washington State Bar Association dues and Pierce County Bar Association dues, including section dues. The section membership shall be for an area in which the deputy currently practices (criminal, family law sections) or qualifies for (young lawyers section) and shall be limited to one section per year. The section request is subject to approval by the Prosecuting Attorney.

7.2 CLE. The County shall allow paid time for and will reimburse each deputy the cost of tuition for obtaining fifteen (15) continuing legal education credits per year, provided that they are pre-approved by the Prosecuting Attorney. If sufficient funds are available, the County may pay other expenses related to CLEs.

In addition, the County will allow paid time off for deputies to attend “federally funded conferences.” The term “federally funded conference” means a conference that incurs no cost to the County for a deputy’s attendance. There is no specific limit to the number of conferences of this type that can be attended by any deputy, provided that the deputy’s attendance is pre-approved by the Prosecuting Attorney, and further provided that the deputy can arrange his/her calendar to avoid undue burden on other deputies having to cover cases.

7.3 Promotions. When the Prosecuting Attorney becomes aware that promotional positions are expected to be available throughout the year, the Prosecuting Attorney or designee shall publish an office-wide email notice. Although all DPAs will be considered, this provision is designed to give Association members notice of such promotions so any deputy can submit his/her supporting justification.

## ARTICLE 8 - VACATIONS

### 8.1 Accrual Rate.

8.1.1 Regular full-time employees hired on or after January 1, 1983, shall be granted vacation benefits in accordance with the following schedule as of anniversary dates falling on or after the dates indicated, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle:

<u>During the Applicable Continuous Accruable Year of Employment</u>	<u>Paid Vacation Days</u>
1st through 3rd year	12 days
4th through 7th year	16 days
8th through 13th year	20 days
14th through 18th year	23 days
Beginning the 19 <sup>th</sup> year	1 additional day per year to a maximum of 30 days per year

8.1.2 Effective January 1, 1982, employees who have earned and qualified for vacation leave that exceeds thirty (30) days per year shall maintain the number of vacation days earned as of January 1, 1982. All other employees who are not qualified for thirty (30) days as of January 1, 1983, shall maintain the number of vacation days earned as of January 1, 1983, then earn an additional day of vacation at the completion of every other year to a maximum of thirty (30) days per year or until they are entitled to additional vacation day accrual as set forth in the schedule in Section 8.1.1.

8.2 Regular Part-Time Employees. Regular part-time employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.

8.3 New Employees. New eligible employees shall earn vacation leave at the same rate as other eligible employees, but their vacation leave shall not be granted or accrued until they have completed thirteen (13) accruable pay cycles of employment. New employees terminating before they have completed thirteen (13) accruable pay cycles shall not be eligible for payment for accrued vacation leave upon such termination.

8.4 Termination. Eligible employees who have completed thirteen (13) accruable pay cycles shall be paid for unused accrued vacation leave days upon termination of employment at the base hourly rate of pay at the time of termination.

8.5 Carry-Over. Eligible employees may carry over a maximum balance of vacation leave of forty- five (45) days per year from one calendar year into the next calendar year. However, upon retirement or separation from County service, employees shall be paid for a maximum of sixty (60) days accumulated annual leave.

8.6 Exception to Carry-Over. It is the intent that each employee take his/her accrued vacation leave during the calendar year earned, provided employees may carry over accrued vacation subject to Section 8.5.

Employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability or work requirements as determined by the Prosecuting Attorney or designee that cannot be carried over as provided in Section 8.5 of this Article, shall, upon reasonable approval of the Prosecuting Attorney, be allowed to carry over additional vacation leave provided it is used within the next six (6) months and may not be cashed out in a lump sum payment due to termination.

## **ARTICLE 9 - HOLIDAYS**

9.1 Official Holidays. Regular full-time employees shall be granted the following holidays off with pay.

New Year's Day	Labor Day
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Two Personal Holidays	

The day of observance of the above holidays shall be days specified by County ordinance. If any of the above holidays falls on a Sunday, the following Monday shall be the holiday. If the holiday

falls on a Saturday, the preceding Friday shall be the holiday. The employee must be on paid status on the normal workday preceding and following such holiday.

9.2 Personal Holidays. Regular full-time and regular part-time employees shall receive two paid "personal" holidays. Paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later canceled by the County. In such instances, the Prosecuting Attorney may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday carried forward in such manner may not be compensated in any form upon the separation of employment.

Regular full-time and regular part-time employees hired on January 1 or the first work day following January 1 shall accrue and be eligible to use the paid personal holiday during that year. Employees hired after the first work day of the year shall not be eligible to accrue or use a paid personal holiday during that year.

9.3 Regular Part-Time Employees. Regular part-time employees regularly scheduled to work one half a normal work week or more shall be eligible for a pro-rata portion of holiday pay based on their standard hours per week divided by five, provided they are compensated at least seventy (70) percent of their standard work week.

## **ARTICLE 10 - SICK LEAVE**

10.1 Accrual Rate. Regular and limited duration full-time employees in a seventy (70) percent accruable pay status per cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 a day per cycle, with no upper limit. Regular and limited duration part-time employees regularly scheduled to work one half a normal workweek or more shall earn a pro-rata portion of sick leave based upon their authorized scheduled weekly hours divided by five (5), provided they are compensated at least seventy percent (70%) of their standard work hours per cycle excluding overtime and standby pay. Extra hire employees shall earn one hour of sick leave for every 40 hours worked, on a pro-rata basis. However, no employee shall earn less than one (1) hour of sick leave for every forty hours worked. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle. New employees who are separated prior to the completion of thirteen (13) accruable pay cycles shall not be paid for any unused sick leave.

### 10.2 Authorized Uses.

10.2.1 Sick leave shall be paid at the employee's regular straight-time base hourly rate of pay for the employee's own needs for the following conditions:

- a) An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

- b) To allow the employee to provide care for a family member (as defined below in Section 10.2.2), with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
- c) When the employee's workplace has been closed by order of a public official for any health-related reason and no alternative site is designated by the County, or when an employee's child's school or place of care has been closed for such a reason; or
- d) Dental care of the employee.
- e) Absences that qualify for leave under the domestic violence leave act, Chapter 49.76 RCW; see also Chapter 3.13 of the County Code and Administrative Guidelines, Domestic Violence in the Workplace.

10.2.2 The family members to whom this section applies are defined by RCW 49.46.210 and include:

- a) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- b) Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- c) Siblings;
- d) Spouse;
- e) Grandparent;
- f) Domestic partner; and
- g) Grandchild.

“Domestic Partner” is defined in the Pierce County Code Chapter 3.98, which requires that an affidavit be filed with the Human Resources Department.

10.2.3 Family Care Leave: Sick leave or other paid leave as chosen by the employee shall be paid at the employee's regular straight time base hourly rate of pay, subject to the provisions of this chapter regarding sick leave and under the following circumstances:

- a. Any health condition affecting a covered employee's child under the age of 18 years, or for a child age 18 or older and incapable of self-care, which requires treatment or supervision including:
  - 1. Medical conditions requiring medication which cannot be self-administered;
  - 2. Medical or mental health conditions which would endanger the child's safety or recovery without the presence of a parent or guardian;

3. Any condition warranting preventive health care such as physical, dental, optical or immunization services when a parent must be present to authorize;
  4. Any other circumstance which would constitute a permissible use of sick leave for the employee.
- b. A serious health condition or emergency condition of a spouse, parent, parent-in-law, grandparent of the employee, or child age 18 or older and incapable of self-care, which requires the employee's presence. Such leave shall only be approved for the duration of the condition.

Misuse of sick leave is cause for disciplinary action up to and including discharge. The Employer may as allowed by law request the employee provide verification from a health care provider that the employee's use of sick leave is for an authorized purpose as set forth in this Article.

10.3 Qualifying for Use. In order to qualify for sick leave pay, an employee must report the reason for the absence no later than the beginning of the scheduled working day, unless impracticable, or as soon as possible in the case of an emergency, with notice as soon as feasible of the anticipated date of return to work. A health care provider's verification that the employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210(b) or 49.46.210(1)(c), the expected duration and that the employee is unable to work or the same information for care of a family member may be required for sick leave in excess of three (3) consecutive work days. The health care provider's letter may be required to be updated in writing during an extended sick leave. Any County-required verification may not result in an unreasonable burden or expense on the employee, in accordance with WAC 296.128.660.

10.4 Workers' Compensation. In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave, they may use their accrued vacation and accrued comp time to make up the difference between the Workers' Compensation Benefits and the employee's hourly wage.

10.5 Eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall have the option, upon written agreement, to be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) of up to the first seventy-five (75) days at the employee's base hourly rate of pay for unused accrued sick leave days.
2. Fifty percent (50%) of up to the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150)), at the employee's base hourly rate of pay for unused accrued sick leave days.
3. Seventy-five percent (75%) of up to the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), at the employee's base hourly rate of pay for unused accrued sick leave days.

In no event shall such compensation exceed two hundred (200) days.

10.6 Eligible employees are considered to be retired for purposes of sick leave compensation and early retirement for medical insurance when they have met the required qualifications for service retirement under their State of Washington Retirement System and have elected to receive either a lump-sum payment in lieu of retirement or have elected to receive a service or disability retirement benefit.

10.7 An eligible employee separated from employment in good standing for reasons other than death, retirement, or disability shall have the option, upon written agreement, to be compensated for ten percent (10%) of the employee's unused accrued sick leave days to date of separation not to exceed two hundred (200) days, at the employee's base hourly rate of pay.

10.8 - Sick Leave Incentive Program. Effective January 1, 2010, employees, including employees serving a probationary period for any part of the year, shall be awarded additional vacation leave as follows, whichever is more generous to the employee: If one day or less of sick leave is used in any calendar year, an employee will be awarded two additional days of vacation leave; if two days or less of sick leave is used in any calendar year, an employee will be awarded one additional day of vacation leave. This program shall be accomplished by the Budget and Finance Department, payroll section, as soon as practicable after the end of the calendar year. Only employees who have been in a pay status for the complete calendar year shall be eligible for this sick leave incentive program.

A complete calendar year shall begin on January 1 and end December 31, and shall include all regularly scheduled workdays for the employee (including observed holidays). In order to qualify as a complete calendar year, an employee must not have been in a leave of absence without pay status for two full work days or longer. New employees must begin work on the first work day in January, exclusive of January 1 (New Year's Day) and up to the next two days if such comprise a "weekend" for the employee's work site, in order to be eligible to have been in a pay status for the complete calendar year.

10.9 All references to "day" in this Article shall refer to the employee's standard hours per day (weekly hours divided by five), to a maximum of eight hours.

## **ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE**

11.1 Jury Duty. Time off with pay will be granted for jury duty to regular full-time and regular part-time employees. The employee shall be paid the difference between the fees received for such service, excluding travel fees and the amount of actual base earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

### 11.2 Bereavement Leave.

11.2.1 In the event of a death in the immediate family of a regular full-time and regular part-time employee, three days off to a maximum of twenty-four (24) hours with pay shall



be granted to attend the funeral or complete burial arrangements for each death which occurs during a calendar year. A regular part-time employee shall receive a pro-rata share of bereavement leave based on their standard hours in a workweek. Immediate family shall be defined as spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse of the employee. Immediate family includes biological, adopted, step or foster members. An additional three days of bereavement leave may be granted if authorized by the Prosecuting Attorney or designee in writing if the employee is required to travel out of state to attend the funeral or complete burial arrangements.

11.2.2 Authorized use of the additional bereavement leave in article 11.2.1 for out-of-state travel may be taken from either the employee's accrued sick leave balance or from the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holidays at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

11.3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of required military duty, training or drills, not exceeding a total of twenty-one (21) workdays during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) days, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

## **ARTICLE 12 - UNPAID LEAVES OF ABSENCE**

12.1 Process. A leave of absence without pay may be granted after completion of one year of service and approval of the Prosecuting Attorney or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one year may be granted with the approval of the Prosecuting Attorney.

12.2 Effect on Work. All leaves without pay result in a loss of accrual for vacation, sick leave and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying their own medical benefit cost while in an unpaid leave status to insure continued coverage. Effective January 1, 2012, those hours covered by time-loss payments through the County's workers' compensation program for an on-the-job injury are considered to be "pay status" for up to a maximum of twenty-six (26) pay cycles per covered injury.

All leaves without pay should be requested from the Prosecuting Attorney in writing at least thirty (30) days prior to the date such leave would commence unless an emergency situation precludes such notice. The written request for leave of absence by the employee shall state the following information:

- a. Reason for requesting the leave.
- b. Date leave is to begin.
- c. Date of return to work.

Failure of an employee to return from a leave of absence within the time interval approved will be cause for termination. In the event the employee is unable to return to work on the date specified due to verifiable illness or injury and has so advised the Prosecuting Attorney prior to the ending date of the approved leave, the Prosecuting Attorney will review the circumstances on an individual case basis upon verification by a physician of the illness or injury. Due to emergency situations, unpaid leaves of absence may be extended with approval of the Prosecuting Attorney or designee.

12.3 Effect on Benefits. Unless otherwise provided in Article 12.2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13) for a period not to exceed six (6) months.

12.4 Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with WAC 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Prosecuting Attorney agrees in writing to a longer period of unpaid leave.

12.5 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. An employee requesting reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

12.6 Family Medical Leave. All family leave shall include paid leave, compensatory time, paid legal holidays, if any, or unpaid leave. Family Leave shall be charged to accrued sick leave, accrued compensatory time, furlough days, accrued but unused personal holidays, or humanitarian catastrophic leave in that order and may be charged through an automated payroll default system at the County's Option. Unpaid leave as family leave shall be authorized only after the exhaustion of all other paid leaves as specified above. Notwithstanding the above, an employee may elect to retain a bank of sick leave hours up to a maximum of seventy (70) hours. Employees may elect to use vacation leave in lieu of any of the aforementioned leaves. Family leave used as time-loss due to an industrial accident or illness is exempt from the requirement to exhaust leave prior to using unpaid leave.

**ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE**

13.1 Medical - Effective January 1, 2020, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each active (non-separated) eligible regular and limited duration employee who received compensation for eighty (80) hours or more in the previous month (cash outs of accrued leave upon separation shall not count toward the eighty (80) hours of compensation in a month), the following maximum amounts through December 31, 2020:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1401.33 for Plan A or for the Kaiser Permanente Plan, per eligible regular full-time and limited duration full-time employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction, which are hereby authorized.

The current rates for 2020 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical "PLAN A" or Kaiser	\$1448.00		
Domestic Partner Medical	\$ 18.00		
Vision – Plan EXT	\$ 17.10		
Domestic Partner Vision	<u>\$ 0.20</u>		
Total Month Premium:	\$1483.30	\$1401.33	\$ 81.97

Eligible regular part-time and limited duration part-time employees shall pay their additional pro-rata share of the premiums, as provided herein. Eligible regular and limited duration full-time and part-time employees may not opt-out of the medical and vision insurance benefits.

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80) hours or more in three consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work eighty (80) hours or more on an ongoing basis. The County's payments to Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility requirements are met and the employee shall be responsible for their premium balance and for any pro-rata share according to the provisions of this Article.

For the purposes of this Article only, and only in accordance with the Patient Protection and Affordable Care Act (ACA), regular and limited duration employees whose regularly scheduled weekly hours are 30 or greater will be considered full-time only for the purpose of medical, dental and basic life insurance benefits. If this provision of the ACA is amended or rescinded, the County will immediately delete this provision and return to its previous definition of "full-time employee", immediately upon which only regular and limited duration eligible employees regularly scheduled

to work 35 hours or more per week will be considered full-time. For all other purposes, the County's employment position definitions and policies will govern.

In addition, the members of the Union have elected the following additional coverage through the Washington Teamsters Welfare Trust, at the employee's own cost, per month, which shall be paid by each employee through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium (current rate): \$11.40

13.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$137.81 for the County's Washington Dental Service plan or \$128.34 for the County's Willamette Dental of Washington plan, for eligible regular and limited duration full-time employees and their dependents for the period January 1, 2020 through December 31, 2020. Eligible regular and limited duration part-time employee's dental benefits are also subject to a pro-rata share, as provided herein.

13.3 Life Insurance – The County will pay the full monthly premium for \$25,000 of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2020 through December 31, 2020. Eligible regular and limited duration part-time employees' life insurance benefits are also subject to a pro-rata share, as provided herein.

13.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of \$1401.33 for Plan A or for Kaiser Permanente, through automatic monthly payroll deduction. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of \$1401.33 for Plan A or for Kaiser Permanente, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

13.5 Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are deemed to be authorized through automatic monthly payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement shall be made with the County.

13.6 In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular and limited duration full-time and part-time employees shall contribute any medical and vision premium in excess of \$1401.33 for Plan A or for Kaiser

Permanente or \$137.81 for the County's Washington Dental Service plan or \$128.34 for the County's Willamette Dental of Washington plan and eligible regular and limited duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

13.7 For employees on approved leave under the Family Medical Leave Act of 1993, as amended, the County shall provide benefit continuation in accordance with provisions of the Act.

13.8 The County will provide, for eligible regular and limited duration full-time and part-time employees, a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, effective at the start of the first pay period beginning on or after January 1, 2020, and continuing through the duration of this agreement. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

13.9 For the calendar year 2021, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County/PEBB benefit plans for medical, dental and/or life insurance coverage. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

#### **ARTICLE 14 - RETIREMENT**

All eligible employees shall be covered under the Washington State Public Employees' Retirement System.

#### **ARTICLE 15 - WORKERS' COMPENSATION**

The Employer will provide Washington State Workers' Compensation or equivalent to all employees covered by this Agreement.

## **ARTICLE 16 – SENIORITY, LAYOFF AND RECALL**

**16.1 - Seniority.** For purposes of layoff and recall rights, seniority shall be defined as a Deputy's months of continuous service (inclusive of unpaid leaves) as a full-time or part-time Deputy Prosecuting Attorney.

**16.2 – Layoff Procedures.** In the event of a layoff or furlough, Deputies will be laid off or furloughed in reverse order of seniority (least senior first), unless the more senior Deputy cannot be retrained within 30 days to assume the available duties and/or positions.

**16.3 – Recall.** After a layoff, all laid-off Deputies shall have their names placed on a recall register for the position from which they were laid off, or for any other lower rated position. Such recall register(s) shall last for twelve (12) months. If new hiring takes place during that twelve (12) months, the employer shall first recall those Deputies on the recall register in order of seniority if they are available for immediate re-employment.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

**17.1 Definition.** A grievance shall be defined as a management interpretation or application of the provision(s) of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement.

The classification of employees and their hire, placement or promotion into any classification is within the sole discretion of the Prosecuting Attorney (within the constraints of the budget as approved by the County Executive and the County Council) and is not subject to the grievance provisions of this Agreement.

**17.2 Procedure.** If a decision is not returned to the employee within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the Prosecuting Attorney representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered resolved.

**Step 1.** The grievance shall be filed by the employee or Association representative with his or her Division Chief within fifteen (15) working days of the occurrence which gave rise to the grievance or when the employee or Association should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Division Chief shall meet with the employee. Within five (5) working days thereafter, a written decision shall be given to the employee.

**Step 2.** If the grievance is not resolved at Step 1, it may be presented to the Prosecuting Attorney or designee by delivering a copy of the materials for the Prosecuting Attorney's

consideration to the Chief of Staff and Human Resources Manager. The grievance shall be submitted within ten (10) working days after receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Prosecuting Attorney or designee, shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Probationary employees have recourse only to steps 1 and 2 of the grievance process. Performance evaluations and disciplinary actions up to and including letters of reprimand are subject only to steps 1 and 2 of the grievance process. The decision of the Prosecuting Attorney or designee shall be final and binding on these issues. Performance improvement measures such as written and verbal expectations, verbal counseling, and performance improvement plans are not subject to the grievance procedure.

Step 3. If the grievance is not resolved at Step 2, an arbitration request may be submitted by the Association designee. Only signatories to this Agreement may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Executive or Prosecuting Attorney within twenty (20) working days from the date the decision was rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on the selection of an arbitrator, the parties shall request a list from the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source. The agreed upon source shall submit a list of eleven (11) arbitrators from which a selection shall be made by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible (but no later than thirty (30) days from the close of record) and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

The time limits set forth above may be extended by mutual written agreement of the Employer and the Association.

17.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each of the parties shall bear its own expenses and fees incumbent in presenting their respective case to the arbitrator, including attorney's fees.

17.4 The grievance procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Association or employees may have, and which relate to or concern the employees and the employer. Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance involving working conditions may be resolved without the concurrence of the Prosecuting Attorney and no grievance involving wages or wage related benefits may be resolved

without the concurrence of the County Executive or designee. In case of arbitration of wage related issues the real party in interest will be the Pierce County Executive or designee. Conversely, the real party in interest on working conditions and discipline will be the Prosecuting Attorney or designee.

17.5 If any two (2) or more employees have essentially the same grievance they must collectively present and pursue their grievance(s).

### **ARTICLE 18 – EMPLOYEE RIGHTS**

1. Any employee in the bargaining unit when being questioned by his or her Employer about matters that may result in their discipline, suspension, demotion, and/or termination shall be advised of their right to have the employee's choice of Guild representative present within a reasonable length of time. The questioning by the Employer shall be during normal County business hours, or the employee's normal work hours, unless agreed to be held at other times by the employee.
2. The questioning of the employee shall take place in a reasonably private location. The questioning shall not be unreasonably long.
3. No employee shall be required to take a polygraph test or similar test as a condition of continued employment, unless permitted by RCW 49.44.120.
4. If a Guild representative is requested, no further questioning or action will take place until the representative is present.
5. The employee may inquire at any time as to the status of any possible or proposed disciplinary action.
6. The Employer shall furnish the PCPAA with a copy of any disciplinary notices and actions.
7. Employees shall have the right to review their personnel file and to request an amendment of any statements in their file that they deem to be false. If an amendment is refused, the employee may be allowed to file a rebuttal in the file.

### **ARTICLE 19 - PROFESSIONAL RESPONSIBILITY**

The Employer and 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.



## **ARTICLE 20 - WORK STOPPAGES AND EMPLOYER PROTECTION**

20.1 No Work Stoppage. The Employer and the Association agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall not cause or condone any work stoppage, including any strike, any sympathy strike, refusal to cross a picket line, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

20.2 Association Responsibility. Upon notification in writing by the Employer to the Pierce County Prosecuting Attorneys' Association that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such employee(s) to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In addition, if requested by the Employer, a responsible official of the Association shall publicly order such employees to cease engaging in such a work stoppage.

20.3 Penalties. Any employee who commits any act prohibited in this article may be subject to discipline up to and including discharge, as determined by the Employer.

## **ARTICLE 21 - COURT SANCTIONS**

The Prosecuting Attorney shall pay any sanctions, terms or fines levied by any court against deputies for acts or omissions committed by deputies in good faith, as reasonably determined by the Prosecuting Attorney and within the scope of their official duties.

## **ARTICLE 22 - SAVINGS**

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect. The parties agree to meet and negotiate whether by mutual consent such invalid provision should be amended or replaced.

## **ARTICLE 23 - MATTERS COVERED AND COMPLETE AGREEMENT**

23.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue covered by any provision of this Agreement.

23.2 The failure of the Employer to exercise any rights reserved to it or its exercise of any such right in a peculiar way shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.

**ARTICLE 24 - TERM OF AGREEMENT**

This Agreement shall be effective January 1, 2020 except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2020. Retroactive application of any provision under Article 6 of this Agreement will be made only to those employees who are on the County payroll as of the execution date of this Agreement. Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The Association shall file such notice with the Prosecuting Attorney or designee, the Employer with the Association President.

Requests from the Association for changes in wages, fringe benefits, and other terms and conditions of employment should be submitted to the Employer or designee no later than 90 calendar days before expiration of the current agreement. This article is not intended to prevent the Association from submitting additional proposals after the 90-day deadline. However, the Association shall make a good faith effort to provide their proposals by the specified time period. The parties shall establish a deadline for submission of proposals during the collective bargaining process.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PIERCE COUNTY PROSECUTING  
ATTORNEYS' ASSOCIATION:

PIERCE COUNTY:

By: \_\_\_\_\_  
Scott Peters  
Association President

By: \_\_\_\_\_  
Bruce Dammeier  
County Executive

By: \_\_\_\_\_  
Lisa Wagner  
Association Vice President

By: \_\_\_\_\_  
Mary Robnett  
Prosecuting Attorney

By: \_\_\_\_\_  
Joe Carrillo  
Chief Negotiator

**APPENDIX A**

**REPRESENTED CLASSIFICATIONS AND WAGE RATES FOR  
PIERCE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION**

**All rates shown below are approximate and are rounded to the nearest dollar. Actual rates to be determined by Payroll calculation.**

	<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>
<b>County Atty 1</b>	1/13/2020	70,673.81	75,718.79	77,776.60	79,812.27	81,693.10	83,773.01	85,808.70	88,375.46	91,030.71	93,730.19
<b>County Atty 2</b>	1/13/2020	85,897.21	89,194.15	92,579.60	95,854.41	99,217.71	102,558.89	105,944.34	109,329.77	112,648.81	115,945.77
<b>County Atty 3</b>	1/13/2020	98,153.89	101,655.57	105,178.69	108,680.35	112,203.49	115,791.10	119,271.27	122,880.33	126,532.38	129,063.02
<b>County Atty 4</b>	1/13/2020	114,072.61	117,767.48	121,612.86	125,458.25	129,282.16	133,170.48	135,769.89	139,830.11	144,040.68	146,921.50

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
PIERCE COUNTY  
AND  
PIERCE COUNTY PROSECUTING ATTORNEYS' ASSOCIATION**

This agreement shall be known between the parties as the 2020 Rollover Agreement. The parties to this agreement are the Pierce County Prosecuting Attorneys' Association (Association) and Pierce County (County). The parties agree to extend the terms and conditions of the 2020 collective bargaining agreement (CBA) for an additional year, as provided for and modified by this memorandum of understanding (MOU). This MOU will take effect January 1, 2021.

**SECTION I – WAGES AND HOURS OF WORK**

**1.1 Hours of Work** – Deputy Prosecuting Attorneys are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Effective January 1, 2021, employees' salaries and leave accruals will be calculated on a 40-hour work week basis, with no change in salary. The normal workweek for full-time employees shall be Monday through Friday, eight hours per day.

**1.2 Wage Adjustment** – Effective January 11, 2021, or at the beginning of the first pay period after ratification of the Agreement by the bargaining unit, whichever is later, employees shall be granted a general wage increase of 1.75%.

**1.3 Accrual Adjustment** – Effective January 1, 2021, as part of the 40 hour work week calculation, the County will determine how many days of vacation and sick leave the employee has accrued based on a 7 hour workday, and provide the employee the equivalent number of days of vacation and sick leave based upon an 8 hour workday (40 hour workweek).

**SECTION II – GROUP INSURANCE**

**2.1 Medical** – Effective January 1, 2021, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each active (non-separated) eligible regular and limited duration employee who received compensation for eighty (80) hours or more in the previous month (cash outs of accrued leave upon separation shall not count toward the eighty (80) hours of compensation in a month), the following maximum amounts through December 31, 2021:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1,423.33 for Plan A or for the Kaiser Permanente Plan, per eligible regular full-time and limited duration full-time employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction, which are hereby authorized.

The current rates for 2021 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical "PLAN A" or Kaiser	\$1470.00		
Domestic Partner Medical	\$ 18.00		
Vision – Plan EXT	\$ 17.10		
Domestic Partner Vision	\$ 0.20		
Total Month Premium:	\$1505.30	\$1423.33	\$ 81.97

Eligible regular part-time and limited duration part-time employees shall pay their additional pro-rata share of the premiums, as provided herein. Eligible regular and limited duration full-time and part-time employees may not opt-out of the medical and vision insurance benefits.

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80) hours or more in three consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work eighty (80) hours or more on an ongoing basis. The County's payments to Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility requirements are met and the employee shall be responsible for their premium balance and for any pro-rata share according to the provisions of this Article.

For the purposes of this Article only, and only in accordance with the Patient Protection and Affordable Care Act (ACA), regular and limited duration employees whose regularly scheduled weekly hours are 30 or greater will be considered full-time only for the purpose of medical, dental and basic life insurance benefits. If this provision of the ACA is amended or rescinded, the County will immediately delete this provision and return to its previous definition of "full-time employee", immediately upon which only regular and limited duration eligible employees regularly scheduled to work 35 hours or more per week will be considered full-time. For all other purposes, the County's employment position definitions and policies will govern.

In addition, the members of the Union have elected the following additional coverage through the Washington Teamsters Welfare Trust, at the employee's own cost, per month, which shall be paid by each employee through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium (current rate): \$11.40

2.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$130.30 for the County's Washington Dental Service plan or \$128.34 for the County's Willamette Dental of Washington plan, for eligible regular and limited duration full-time employees and their dependents for the period January 1, 2021 through December 31, 2021. Eligible regular and limited duration part-time employee's dental benefits are also subject to a pro-rata share, as provided herein.

2.3 Life Insurance – The County will pay the full monthly premium for \$25,000 of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2021 through December 31, 2021. Eligible regular and limited duration part-time employees' life insurance benefits are also subject to a pro-rata share, as provided herein.

2.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of \$1423.33 for Plan A or for Kaiser Permanente, through automatic monthly payroll deduction. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration part-time employee shall pay

for any medical and vision premium in excess of \$1423.33 for Plan A or for Kaiser Permanente, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

2.5 Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are deemed to be authorized through automatic monthly payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement shall be made with the County.

2.6 In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular and limited duration full-time and part-time employees shall contribute any medical and vision premium in excess of \$1423.33 for Plan A or for Kaiser Permanente or \$130.30 for the County's Washington Dental Service plan or \$128.34 for the County's Willamette Dental of Washington plan and eligible regular and limited duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

2.7 For employees on approved leave under the Family Medical Leave Act of 1993, as amended, the County shall provide benefit continuation in accordance with provisions of the Act.

2.8 The County will provide, for eligible regular and limited duration full-time and part-time employees, a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, effective at the start of the first pay period beginning on or after January 1, 2021, and continuing through the duration of this agreement. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

2.9 For the calendar year 2022, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County/PEBB benefit plans for medical, dental and/or life insurance coverage. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

SECTION II – CONTRACT MODIFICATIONS

Article 24 – Term of Agreement will be amended to add the following provision:

Pursuant to the parties’ 2020 Rollover Agreement, which takes effect on January 1, 2021, the term of this contract shall be extended for an additional year and, except as modified by the 2020 Rollover Agreement, it shall remain in full force and effect until December 31, 2021.

SECTION IV – MATTERS COVERED AND COMPLETE AGREEMENT

This MOU is hereby incorporated by reference into the current CBA as amended by this MOU. Except as specifically modified by this MOU, the provisions of the parties’ current CBA shall remain in effect through and including December 31, 2021.

FOR PIERCE COUNTY:

DocuSigned by:  
*Bruce Dammeier*  
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BRUCE F. DAMMEIER  
Pierce County Executive  
3/22/2021  
Date

FOR PIERCE COUNTY PROSECUTING ATTORNEYS’ ASSOCIATION:

DocuSigned by:  
*Scott Peters*  
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SCOTT PETERS  
Association President  
3/12/2021  
Date

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*Mary Robnett*  
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MARY ROBNETT  
Prosecuting Attorney  
3/19/2021  
Date

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*Lisa Wagner*  
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LISA WAGNER  
Association Vice President  
3/16/2021  
Date

DocuSigned by:  
*Joe Carrillo*  
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JOE CARRILLO  
Human Resources Deputy Director  
3/12/2021  
Date