

**Agreement**

**By and Between**

**THURSTON COUNTY**

**and**

**THURSTON COUNTY PROSECUTING ATTORNEY**

**and**

**ASSOCIATION OF THURSTON COUNTY  
DEPUTY PROSECUTING ATTORNEYS**

**JANUARY 1, 2020 – DECEMBER 31, 2022**

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## **PREAMBLE**

These Articles constitute an Agreement, the terms of which have been negotiated in good faith, between Thurston County, referred to as the “County”, the Prosecuting Attorney for Thurston County referred to as the “Prosecuting Attorney” and the Association of Thurston County Deputy Prosecuting Attorneys, 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 Deputies in the Association of Thurston County Deputy Prosecuting Attorneys. If specific provisions of this Agreement are found to conflict with established ordinance or County Policy, the Contract provisions shall prevail. However, should the County implement or change any policy(s) applicable to County employees pursuant to the Thurston County Personnel Rules and Policies that provides for greater economic benefit(s) for members of the Association, such benefit(s) will be extended to the employees covered by this Agreement.

## **ARTICLE 2 – NONDISCRIMINATION**

2.1 Nondiscrimination. Neither the County, the Prosecuting Attorney nor the Association or any Deputy shall in any manner whatsoever unlawfully discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; sexual orientation including gender identity or expression; national origin; age; pregnancy; genetic information; status as an honorably discharged veteran or military status; or sensory, mental or physical handicaps or disabilities; unless based upon a bona fide occupational qualification.

2.2 Sexual harassment shall be considered discrimination under this Article.

2.3 All references to gender in this Agreement are intended to refer equally to male and female.

2.4 Each party agrees to advise the other of any equal employment opportunity problems of which they are aware. The County, Prosecuting Attorney and Association will jointly see solutions to such problems through good personnel management procedures, programs provided in the Agreement, and County resolutions.

## **ARTICLE 3 - RECOGNITION AND ASSOCIATION DUES DEDUCTION**

3.1 Recognition. The County and the Prosecuting Attorney recognize the Association as the exclusive bargaining representative of all regular full-time and regular part-time Deputy Prosecuting Attorneys, excluding the Civil Division (with the exception of Family Support and

Involuntary Treatment Act positions), and the Chiefs.

The Association agrees to exclude certain positions within the office that the Prosecuting Attorney may desire to classify as supervisory positions. Members of the Association are not required to fill the supervisory positions, however, if they accept the offered position(s), they will no longer be subject to, or benefit from the conditions of this Agreement. If the Deputy, for whatever reason, leaves the excluded position, the Deputy will again be subject to the requirements of paragraph 3.3 within this Agreement.

3.2 Dues Deduction. The County agrees that upon written authorization of any Deputy who is eligible to be a member of a bargaining unit, the County shall deduct from the pay of said Deputy 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. Deputies wishing to cancel the written authorization for payroll deductions must notify the County in writing, at which time the County will discontinue the deduction.

3.5 Hold Harmless. The Association shall indemnify and hold harmless the County 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 County for the purpose of complying with any of the provisions of this Article.

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

- A. Post official current and timely Association business on office bulletin boards.
- B. The Association may also use one folder on the Prosecuting Attorney's common drive. That folder shall be designated as "DPA Assoc Bulletin Board and may be used by the association to keep collective bargaining agreements, association by-laws, and meeting announcements only.
- C. Use e-mail for the purpose of announcing the date, time and location of Association meetings.
- D. The Association may conduct business with county via the County's email system.
- E. Have reasonable access to work areas and on-duty time to conduct grievance investigations and have access to personnel files according to applicable laws and express written approval by the aggrieved Deputy. For the purpose of negotiations, two (2) representatives will be allowed on-duty time to participate.

3.7 Officer List. The Association shall, in writing, provide the Prosecuting Attorney and the County with the names of the current Association Officers, which include the President, Vice President, Secretary and Treasurer.

## **ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

4.1 Management Rights and Responsibilities. The Prosecuting Attorney 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, subject only to the limitations expressly stated in this Agreement. Such management prerogatives shall include but not be limited to:

- A. To plan, direct, control and determine all the operations and services of the office of the Prosecuting Attorney;
- B. To supervise, transfer and direct the workforce;
- C. To take disciplinary action;
- D. To establish the qualifications for employment and to employ Deputies;
- E. To schedule and assign work;
- F. To establish work and performance standards and, from time to time, to change those standards;
- G. To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work;
- H. To make and enforce reasonable rules and regulations;
- I. To terminate the employment of Deputies, who serve at-will.

4.2 Continuity of Operations. As with any other regularly scheduled workday, Deputies are expected to be available during emergency situations of a catastrophic nature that affect County-wide operations (e.g. pandemic flu, Mt. Rainier eruption) to help maintain certain essential functions that support Thurston County's infrastructure and service level. The County will make every effort to provide assistance to Deputies and their families to facilitate this reporting requirement. In such an event, the Prosecuting Attorney or designee has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status.

Deputies temporarily reassigned during an emergency of this nature will receive out of class pay for the duration of the assignment if assigned to perform duties within a higher classification. Deputies assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

## **ARTICLE 5 – WAGES, HOURS OF WORK AND OTHER COMPENSATION**

5.1 Work Schedule. The parties expressly understand that deputies are professionals and are expected to work for such periods of time as are necessary to adequately and professionally handle assigned tasks. Deputies shall have a workweek, which normally will consist of five (5) consecutive days.

5.2 Professional Association Dues. The County agrees to pay Washington State Bar dues,

Thurston County Bar Association dues and Government Lawyer's Bar Association dues for each Deputy covered by this Agreement.

5.3 Official Prosecuting Attorney's Identification Badges. The County agrees, after consultation with the Association, to design, produce and issue official Prosecuting Attorney's Office identification and badges to all Deputy Prosecuting Attorneys.

5.4 Wage Schedule.

Effective January 1, 2020, the salary rates set forth in Addendum A shall be increased by 2.4%.

Effective January 1, 2021, the salary rates as set forth in Addendum A for 2020 shall be increased by an amount equal to 100 percent (100%) of the Seattle-Tacoma-Bellevue April 2019 to April 2020 CPI-U, with a minimum increase of one and one-half percent (1.5%) and a maximum increase of two percent (2.5%), for all job classifications.

Effective January 1, 2022, the salary rates as set forth in Addendum A for 2021 shall be increased by an amount equal to one hundred percent (100%) the Seattle-Tacoma-Bellevue April 2020 to April 2021 CPI-U, with a minimum increase of one percent (1.0%) and a maximum increase of two and one-half percent (2.5%), for all job classifications.

5.5 Probable Cause Hearings Pay.

- A. Any Deputy who works a weekend probable cause hearing shall receive three hundred and seventy-five dollars (\$375) extra compensation regardless of the number of hours actually worked and an additional \$375 for Thanksgiving Weekend probable cause hearing or any other three (3) day holiday weekend hearing when more than one probable cause hearing is necessary during the weekend. A Deputy shall be assigned to this duty and be eligible to receive this pay each weekend, and there shall be no guarantee or entitlement to such an assignment. On weekends requiring more than one probable cause hearing, the hearings may be split between Deputies, and each Deputy shall receive the aforementioned compensation. This pay shall be earned for payroll purposes effective the Sunday of the weekend worked and the Deputy shall receive the pay on the next available salary payroll.
- B. Each Deputy, who is directed to come into work to cover probable cause hearings during inclement weather and/or after the County has been declared closed due to natural catastrophe, or the decision of either the Board of County Commissioners or the Board of Judges to close the courts which might trigger these hearings, shall receive three hundred and seventy-five dollars (\$375) extra compensation for each probable cause hearing required by the Prosecuting Attorney.

5.6 On Call Pay. Each Deputy who works a week on call shall receive two hundred and fifty dollars (\$250) extra compensation regardless of the number of hours actually worked. Only one (1) Deputy shall be assigned to this duty and be eligible to receive this pay each week, and there shall be no guarantee or entitlement to such an assignment. This pay shall be earned for payroll purposes effective upon the completion of the week worked and the Deputy shall receive the pay on the next available salary payroll.

5.7 Performance Award. In recognition of the Association members' hard work, each Deputy Prosecuting Attorney will receive three (3) paid days of administrative leave each calendar year. The leave must be used during the calendar. It may not be carried over into the following year and may not be cashed out. The Prosecuting Attorney may also award a member of the Association a performance award in recognition of that member's hard work and dedication which is beyond that of the members' normal duties within the office. This additional performance award may be awarded once a year to any member of the Association as one (1) additional day of administrative leave. The additional day must be used in the calendar year awarded. It may not be carried forward into the following year or cashed out. Such award is at the discretion of the Prosecuting Attorney.

5.8 Team Leaders. The Prosecuting Attorney may designate in writing up to seven (7) Association members to serve as Team Leaders. Team Leaders are individuals who direct and coordinate the activities and/or case load assignments of the team members and report to designated Chiefs and/or the Prosecuting Attorney. Team Leaders shall receive five percent (5%) of their monthly base wage additional compensation for each month or proration of that month in which such service is provided per the assignment.

5.9 Bereavement Leave. When a death occurs in a covered employee's immediate family, the employee may take up to three (3) days bereavement leave with pay. Two (2) additional days of paid bereavement leave shall be granted where travel is required in excess of two hundred and fifty (250) miles, or under extenuating circumstances. If the Prosecuting Attorney or designee finds that the employee's circumstances warrant the use of bereavement leave for a person not a member of the employee's immediate family, the Prosecuting Attorney or designee may approve use of bereavement leave.

## **ARTICLE 6 – LEAVE**

6.1 Scheduling. Consistent with past practice, the Prosecuting Attorney will make a good faith effort to allow vacation to be taken as requested by the Deputy with reasonable notice. However, if in the discretion of the Prosecuting Attorney, the time taken would impede the ability of the Office to meet its obligations, the vacation time shall be rescheduled. The terms and conditions of the Thurston County Personnel Rules and Policies and the policies of the Thurston County Prosecuting Attorney's Office shall govern all leaves and holidays.

6.2 Job Abandonment. Any Deputy who is absent from work without authorization for three (3) consecutive workdays will be considered to have abandoned his or her position and shall be subject to termination unless the Deputy can show good cause for failing to call in and report to work.

### 6.3 Leave Cash-Outs

#### A. Alternative Leave Cash Out Upon Separation

1. Upon separation from county employment, the County will pay an employee a combined total for accrued alternative leave up to a maximum of three hundred (300) hours.

In the event of the death of an employee, the County will pay the legal beneficiary the employee's accrued alternative leave, up to a maximum payment of three hundred sixty hours (360) hours.

2. Extra Alternative Leave Cash-out

A terminating employee may be entitled to an extra cash out paid at one-half of the number of remaining alternative leave hours, up to a maximum value of 340 additional hours, if the employee completed at least five (5) years of service with the county and:

- a. is retiring under the PERS, PSERS or LEOFF system; or
- b. qualifies for and is taking a disability retirement that prevents the employee from working; or
- c. in the event of the employee's death.

If the bargaining unit membership elects to participate in the County VEBA plan in accordance with Article 8.5, the cash out as a result of PERS, PSERS, LEOFF or disability retirement will be placed in the VEBA account. Death benefit cash out will be paid directly to the beneficiary.

3. Sick Leave Bank from 1993:

If the employee has an existing sick leave bank from 1993 the following will apply:

Upon the death or retirement of the employee, sick leave bank hours will be cashed out up to a maximum of 360 hours. The sick leave bank hours will be paid at 100%.

If the employee's 1993 sick leave bank cash out is less than 340 hours, the sick leave hours will be cashed out first at 100%, followed by extra alternative leave hours paid at one-half, up to a combined maximum value of 340 sick leave and extra alternative leave hours.

If the bargaining unit membership elects to participate in the County VEBA plan in accordance with Article 8.5, the 1993 sick leave bank cash-out will be rolled the into the VEBA plan. Death benefit cash out will be paid directly to the beneficiary.

**B. Traditional Vacation and Sick Leave Cash-Out Upon Separation**

1. Upon termination or retirement from county employment, the County will pay a regular employee for accrued annual leave up to a maximum of two hundred eighty (280) hours.

In the event of the death of a regular, non-probationary employee, the County will pay the legal beneficiary the balance of the employee's accrued annual leave, up to a maximum payment of three hundred sixty (360) hours.

2. Sick Leave Cash Out Upon Separation

A terminating employee will be entitled to a cash-out paid at one-half of the accrued sick leave up to a maximum value of three hundred sixty (360) hours when the employee has completed at least five (5) years of service with the county and:

- a. is retiring under the PERS, PSERS or LEOFF system; or
- b. qualifies for and is taking a disability retirement that prevents the employee from working; or
- c. in the event of the employee's death.

If the bargaining unit membership elects to participate in the County VEBA plan in accordance with Article 8.5, the sick leave cash-out as a result of PERS, PSERS, LEOFF or disability retirement will be placed in the VEBA account. Death benefit cash out will be paid directly to the beneficiary.

## **ARTICLE 7 – LAYOFFS**

7.1 If layoffs occur as a result of lack of funding or lack of work, the County agrees to notify the Association to discuss the layoff(s) as soon as reasonably possible. The County agrees to provide written notice to individual Deputy(ies) to be laid off at least thirty (30) days prior to the

effective date of the layoff, if possible. A Deputy who is laid off but subsequently rehired by the Prosecuting Attorney's Office within fourteen (14) months of the layoff, shall have restored all alternative leave or vacation accrued and not cashed out, at the time of such layoff. The rehired Deputy shall accrue alternative leave or vacation benefits at the same rate as when the layoff occurred; additionally, the Deputy's anniversary date shall reflect the full amount of service in the Prosecuting Attorney's Office, not including the layoff period. Such layoffs shall occur by order of seniority with the least senior deputies first. For purposes of this Article, seniority means years of service with the Thurston County Prosecuting Attorney's Office.

7.2 Upon each election to a term, the Prosecuting Attorney may choose to renew or not renew the appointment of each Deputy. This provision is not subject to the terms of Article 7.1; however, not being reappointed shall be construed as a lay-off for purposes of unemployment compensation.

## **ARTICLE 8 - GROUP INSURANCE**

8.1 Maintenance of Benefits. The Employer shall pay the total amount of premium necessary to provide medical/dental/basic life/vision/long-term disability insurance coverage for regular full-time Deputies and pro-rated for regular part-time Deputies and regular Deputies with an end date under the Employer's designated standard insurance plan(s) for the term of the Agreement. Partial FTEs of seventy-five percent (75%) or more shall be treated as one-hundred percent (100%).

8.2 Health and Life Insurance. The County shall pay the total amount of the premium necessary to provide medical, dental, life, vision and long-term disability insurance coverage for regular full-time Deputies and pro-rated for regular part-time Deputies under the County's designated standard insurance plan(s) for the term of the Agreement.

Prior to open enrollment each year, the County shall designate which plan(s) shall be the standard plan(s) for the following year. In addition to the County's standard plans(s), the County may also make optional medical coverage available. The County will pay a portion of the monthly premium for such plans not to exceed the amount of the highest premium in the standard plan(s).

Effective January 1, 2020, the County will pay eighty-five percent (85%) of the actual dependent premium toward dependent medical, dental and vision coverage under the insurance plans. In no event will the dollar amount paid by the County for dependent medical coverage exceed the amount payable under the plan designated as the highest cost standard plan by the County.

8.3 Section 125 Plan. The Employer participates in a special program under the provisions of IRS Section 125. Deputies may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or

benefits.

8.4 Retirement. The Employer agrees to continue to participate in the Public Employees Retirement System (PERS) and to provide a Deferred Compensation Program.

8.5 Voluntary Employees Beneficiary Association (VEBA). The Employer agrees to establish and maintain a VEBA plan for employees in this bargaining unit into which the full sick leave cash-out, as defined by Article 6.3.B.2, or the extra alternative leave cash-out, as defined by Article 6.3.A.2, will be placed upon retirement. The bargaining unit may vote participation in the VEBA on an annual basis. If a vote is to be conducted, the Association will request a list of eligible voters based on voting criteria established by the Association. The request should be received by the County's Human Resources Department not later than September 1 to receive the list by October 1 (requests received after September 1 will be honored and the list provided as soon as possible). Election results must be provided to the Human Resources Department no later than October 31st. The outcome of the election will be effective on January 1 of the following year.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.1 Grievance Definition. A grievance shall be defined as a dispute regarding the interpretation or application of the provision(s) of this Agreement, which adversely affect a Deputy's wages, hours or conditions of employment, and is contrary to the terms of this Agreement. The grievance procedure is the exclusive remedy for claims that the Agreement has been violated. An aggrieved Deputy may personally, or with the assistance of the Association, seek relief through this grievance procedure. If the aggrieved Deputy wishes to have the assistance of the Association, s/he should contact the Association President. Deputies and those association member(s)/officer(s) assisting any aggrieved Deputy shall be safe from restraint, interference, discrimination or reprisal in the grievance process.

This Grievance Procedure does not preclude and, in fact, encourages the Deputy to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

If a grievance involving three (3) or more deputies is initiated, the Deputies and/or Association may initiate a grievance at step 2 of this procedure.

Where grievances involve three (3) or more deputies, such grievances may be referred to mediation services if all grievance steps as listed in Article 9.2 are met or at another time by mutual agreement.

9.2 Grievance Procedure. If a decision is not returned to the Deputy within the time limits

specified in each step below, the Deputy 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 with the time limits, the grievance/appeal shall be considered resolved.

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

**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. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such appeal 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 Deputy and/or Representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or Representative.

**Step 3.** If a matter based solely on wages or wage-related benefits is still not settled at either Step 1 or Step 2, within ten (10) days of the Prosecuting Attorney's written decision, the written grievance shall be submitted to the Board of County Commissioners. The County Commissioners, or their designee, shall review the grievance within twenty (20) days and shall respond with a decision in writing to the Association within ten (10) days of their review.

If a matter is not based solely on wages or wage-related benefits but rather, is a grievance concerning working conditions, the matter shall bypass Step 3 and be submitted within ten (10) days of the Prosecuting Attorney's Step 2 decision to Step 4.

**Step 4.** If the grievance is not resolved at Step 2 for working conditions or Step three for wages or wage-related benefits, an arbitration request may be submitted by the Association designee. Only Association Officers, or the Prosecuting Attorney or designee may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the Prosecuting Attorney within five (5) working days from the date the decision was rendered at the previous grievance step. 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 within ten (10) working days from the receipt of the request for arbitration, 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 the 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.

Each party shall be responsible for compensating its own witnesses and representatives. The losing party shall pay the arbitrator's fees.

The time limits set forth above may be extended by mutual written agreement of the County and/or the Prosecuting Attorney, and the Association.

9.3 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 Deputies may have, and which relate to or concern the Deputies and the County. 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.

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

## **ARTICLE 10 – DISCIPLINARY ACTION**

10.1 The Prosecuting Attorney reserves the right to discipline or terminate deputies at-will. A Deputy may be terminated by revocation of appointment, non-reappointment, or as a result of discipline. Discipline may include oral or written reprimands, or suspension or termination for misconduct or unsatisfactory performance. However, discipline shall not include a temporary reduction in pay (fine), demotion, or other change in the Deputy's placement in the salary schedule in Addendum A.

10.2 If disciplinary action other than termination is taken, the affected Deputy shall have access to the grievance procedure described in Article 9 of this Agreement through Step 2 at which time the decision of the Prosecuting Attorney shall be final and binding.

- A. All disciplinary actions shall be clearly identified as such in writing. The Deputy will be requested to sign the disciplinary action. The Deputy's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Deputies shall have the right to review and comment on disciplinary actions in their personnel file.

- B. A copy of all disciplinary notices shall be provided to the Deputy before such material is placed in their personnel file. If, through the grievance procedure, the basis for the disciplinary action is determined to be inaccurate, such material shall be removed from the Deputy's personnel file.
- C. The County recognizes the right of a Deputy who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of an Association Representative at the interview. Upon request they shall be afforded an Association Representative. The Prosecuting Attorney will delay the interview for a reasonable period of time in order to allow an Association Representative an opportunity to attend. If an Association Representative is not available or the delay is not reasonable, the Deputy may request the presence of a bargaining unit witness. (Weingarten rights)
- D. Deputies shall also have a right to notice and a pre-determination meeting prior to any suspension or termination. The Prosecuting Attorney must provide a notice and statement in writing to the Deputy identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The Deputy shall be given an opportunity to respond to the charges in writing or in a meeting with the Prosecuting Attorney, and shall not be denied Association representation during that meeting, if requested. (Loudermill rights)
- E. The Employer shall endeavor to correct the Deputy's errors or misjudgments in private, with appropriate Association representation if requested by the Deputy.

10.3 Termination of a Deputy shall only be imposed with the following procedure:

- A. Administrative Investigation. The Prosecuting Attorney may cause an administrative investigation to be conducted regarding any alleged misconduct. Misconduct is defined as any conduct that is potentially unethical, in violation of PAO policy, or that is otherwise detrimental to the office. The investigation may include an interview of the affected Deputy. If the affected Deputy is interviewed, he or she shall have the right to request the presence of an Association Representative at the interview. If requested, the Association Representative shall be allowed to attend the interview and if a Representative is not immediately available, the interview will be delayed a reasonable time to allow a Representative to attend. The Prosecuting Attorney will make every effort to complete the administrative investigation within thirty (30) days of the Prosecuting Attorney becoming aware of the alleged misconduct.
- B. Termination Review Committee. If the Prosecuting Attorney is considering the termination of a Deputy, the affected Deputy will be notified in writing that a termination review committee will be convened. The committee will be composed

of at least three (3) Deputies who are not members of the Association. The review committee will be convened by the Prosecuting Attorney or designee and will review the information gathered during the investigation and/or any other information it deems relevant to the issue(s), including any information provided by the affected Deputy and/or the Association. From this review, the committee will present the Prosecuting Attorney with a written report containing a recommendation of what, if any, action should be taken and the basis therefore. The report may also include any dissenting opinions or other recommendations of any committee member. The report shall be submitted to the Prosecuting Attorney not later than fifteen (15) business days after the committee is convened.

- C. Pre-Determination Meeting. Within five (5) business days of receipt of the committee's report, the Prosecuting Attorney will provide the affected Deputy with notice of the committee's findings and recommendations and shall schedule a pre-determination meeting with the Prosecuting Attorney to respond to the committee's report. The Deputy shall also have the right to have an Association Representative present at this meeting and to have the Representative speak on his or her behalf.
- D. Final Decision. The Prosecuting Attorney shall make his or her final decision with regard to termination within ten (10) business days following the pre-determination meeting. The decision will be issued in writing along with the reasons for the decision. A copy of the decision will be provided to the affected Deputy and to the Association.
- E. Extension of Timelines. The above described timelines may be extended at any step in this procedure in the interests of fairness.
- F. The procedure described herein may be waived at any time during the process by the affected Deputy. A waiver of this procedure shall be in writing and signed by the affected Deputy.
- G. Following the utilization of this procedure (including the waiver of same by the affected Deputy), the decision by the Prosecuting Attorney to terminate a Deputy is final and shall not be subject to the grievance procedure. However, failure to follow this procedure shall be subject to the grievance procedure through Step 2.

## **ARTICLE 11 - PROFESSIONAL RESPONSIBILITY**

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

## **ARTICLE 12 - ASSOCIATION/MANAGEMENT COMMITTEES**

12.1 Purpose of Committee. The Employer and the Association agree that a need exists for closer cooperation between the Association and management, and that from time to time suggestions and issues of a general nature affecting the Association, Prosecuting Attorney and the County need consideration.

The Association/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

12.2 Composition of Committee. To accomplish this end, an Association/Management committee shall be composed of representatives of the Prosecuting Attorney, the County and of the Association. Deputies shall be allowed to attend the Association/Management meetings during work time so long as it is not unreasonably disruptive to Office operations and the distribution between Association Representatives and management are mutually agreeable. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

## **ARTICLE 13 - WORK STOPPAGES**

13.1 No Work Stoppage. The Prosecuting Attorney 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, 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 Deputies under this Agreement. Should any work stoppage occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by any Deputies in the bargaining unit shall be deemed a work stoppage if any of the above activities has occurred.

13.2 Association Responsibility. Upon notification in writing by the Prosecuting Attorney to the Association of Thurston County Deputy Prosecuting Attorneys that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such Deputy(ies) to immediately cease engaging in such work stoppage and provide the Prosecuting Attorney with a copy of such order. In addition, if requested by the Prosecuting Attorney, a responsible official of the Association shall publicly order such Deputies to cease engaging in such a work stoppage.

13.3 Penalties. Any Deputy who commits any act prohibited in this Article may be subject to discipline up to and including termination, as determined by the Prosecuting Attorney.

## **ARTICLE 14 – 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, by mutual consent, whether such invalid provision should be amended or replaced. Any issues or matters not covered within this Agreement shall be dealt with according to current Thurston County policies and procedures and/or Thurston County Prosecuting Attorney's Office policies.

## **ARTICLE 15 - MATTERS COVERED AND COMPLETE AGREEMENT**

15.1 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 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.

15.2 The failure of the County or the Prosecuting Attorney 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 16 - COURT SANCTIONS**

The Prosecuting Attorney shall pay court sanctions, terms, or fines levied by any court against deputies for acts or omissions committed by such deputies, if the Prosecuting Attorney determines in his sole discretion that the acts or omissions were committed in good faith while performing within the scope of their official duties.

## **ARTICLE 17 - TERM OF AGREEMENT**

17.1 Unless otherwise specified in an Article above, this Agreement shall be effective January 1, 2020 and remain in effect through December 31, 2022.

17.2 In recognition of the possibility that changes may be necessary for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. Should Agreement be reached with appropriate ratification, the modification shall be attached as a supplemental Agreement to this Agreement.

17.3 Either party may request negotiations of a successor Agreement by notifying the other party in writing no later than one hundred twenty (120) calendar days before expiration of the current Agreement. Commencement of negotiations shall begin at a time agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th day of February, 2020.

**SIGNATURES**

Association of Thurston County  
Deputy Prosecuting Attorneys

Thurston County

By: [Signature]  
Association President

By: [Signature]  
Thurston County Commissioner

By: [Signature]  
Association Vice President

By: [Signature]  
Thurston County Commissioner

By: [Signature]  
Association Representative

By: [Signature]  
Thurston County Commissioner

By: [Signature]  
Association Representative

By: [Signature]  
Jon Tunheim, Prosecuting Attorney

By: [Signature]  
Association Representative

By: [Signature]  
Association Representative

## SALARY CHART



### Deputy Prosecuting Attorneys' Association

#### MONTHLY SALARY

Effective 01/01/2020 – 2.4% cola

**2020**

**dpa**

Range	Title	Step 1	Step 2								
01	Deputy Prosecuting Attorney I	5,917	6,153								
		2,958.50	3,076.50								
				Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
01	Deputy Prosecuting Attorney II	6,461	6,752	7,056	7,373	7,705	8,052	8,414	8,793		
		3,230.50	3,376.00	3,528.00	3,686.50	3,852.50	4,026.00	4,207.00	4,396.50		
				Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
01	Deputy Prosecuting Attorney III	9,171	9,464	9,767	10,079	10,402	10,735	11,078	11,433		
		4,585.50	4,732.00	4,883.50	5,039.50	5,201.00	5,367.50	5,539.00	5,716.50		
				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
02	Senior Deputy Prosecuting Att	9,602	9,966	10,345	10,738	11,146	11,570	12,010	12,466		
		4,801.00	4,983.00	5,172.50	5,369.00	5,573.00	5,785.00	6,005.00	6,233.00		

**Salary Plan Summary**

- Level 1 Deputy Prosecuting Attorney I:  
Law degree and WSBA membership required.  
Incumbent moves to next step upon completion of 12 months of service and moves to DPA II upon completion of Step 2.
  
- Level 2 Deputy Prosecuting Attorney II:  
Requires at least 2 years of relevant law practice.  
Incumbent moves to next step upon completion of 12 months of service and moves to DPA III upon completion of Step 10.
  
- Level 3 Deputy Prosecuting Attorney III:  
Requires at least 10 years of relevant law practice.  
Incumbent moves to next step upon completion of 12 months of service.
  
- Level 4 Senior Deputy Prosecuting Attorney:  
DPA's who attain Step 8 or greater may be advanced to this level at Prosecutor's discretion.  
Placement is at next step above incumbent's current level that realizes at least a 5% increase.

**New Hires** Maximum placement is the step equivalent to the number of years of relevant experience since acceptance to the bar.

1/9/2019

**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING**

**By and between**  
**Thurston County and the Thurston County Prosecuting Attorney's Office**  
**And the**  
**Thurston County Deputy Prosecuting Attorneys' Association**

**Re: Implementation of 85%/15% Health Care Benefit Cost Sharing**

During negotiations of the successor to the 2017-2019 Collective Bargaining Agreement, the parties agreed to implement a new cost-sharing formula for health care benefits. In order to ensure that members of the Association can make an informed choice on health care costs and options during open enrollment for 2020 benefits, the parties agree to implement the following language immediately:

Effective January 1, 2020, the County will pay eighty-five percent (85%) of the actual dependent premium toward dependent medical, dental and vision coverage under the insurance plans. In no event will the dollar amount paid by the County for dependent medical coverage exceed the amount payable under the plan designated as the highest cost standard plan by the County.

The parties further agree that this language will be incorporated into the successor to the 2017-2019 Agreement.

Signed and dated this 15<sup>th</sup> day of November, 2019.

For Thurston County & the Thurston  
County Prosecuting Attorney's Office:

  
Christie Peters, Chief of Staff, on behalf of  
Jon Tunheim, Prosecuting Attorney

For Thurston County Deputy  
Prosecuting Attorneys' Association:

  
Mark Thompson, Association President

  
Maria Aponte, Director, Human Resources