

**COLLECTIVE BARGAINING AGREEMENT**

*between*

**CLARK COUNTY, WASHINGTON  
PROSECUTING ATTORNEYS OFFICE**

*and the*

**CLARK COUNTY PROSECUTORS GUILD**

*January 1, 2012 to December 31, 2015*

**TABLE OF CONTENTS**

**PREAMBLE**..... 1

**ARTICLE 1** RECOGNITION..... 1

**ARTICLE 2** GENERAL PROVISIONS ..... 1

**ARTICLE 3** MANAGEMENT RIGHTS..... 3

**ARTICLE 4** GUILD SECURITY ..... 4

**ARTICLE 5** GUILD REPRESENTATION AND ACTIVITIES ..... 6

**ARTICLE 6** ANNUAL LEAVE ..... 7

**ARTICLE 7** HOLIDAYS..... 8

**ARTICLE 8** SICK LEAVE..... 9

**ARTICLE 9** HEALTH INSURANCE ..... 12

**ARTICLE 10** LAYOFF AND RECALL ..... 19

**ARTICLE 11** OTHER BENEFITS ..... 20

**ARTICLE 12** DISCIPLINE AND PERSONNEL FILES ..... 21

**ARTICLE 13** GRIEVANCE PROCEDURE ..... 23

**ARTICLE 14** STRIKES AND LOCKOUTS ..... 26

**ARTICLE 15** WAGES AND CLASSIFICATIONS..... 27

**ARTICLE 16** HOURS OF WORK ..... 30

**ARTICLE 17** SCOPE OF AGREEMENT ..... 30

**ARTICLE 18** SUPREMACY AND EXTRA AGREEMENTS ..... 31

**ARTICLE 19** NONWAIVER..... 31

**ARTICLE 20** SAVINGS CLAUSE ..... 32

**ARTICLE 21** DURATION ..... 32

**ARTICLE 22** APPROVAL ..... 33

**EXHIBIT A** SALARY SCHEDULE ..... 34

**APPENDIX A** CCPA FLEX-TIME POLICY ..... 35

**APPENDIX B** ULP SETTLEMENT MOU EXECUTED MAY 11, 2012 ..... 36

## **PREAMBLE**

This Agreement is between Clark County and the Clark County Prosecuting Attorney's Office, hereinafter referred to as the "Employer," and Clark County Prosecutors Guild, hereinafter referred to as the "Guild," for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment. Matters addressed in this Agreement shall be binding on both the Employer and the Guild.

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

## **ARTICLE 1. RECOGNITION**

**1.1** The County agrees to recognize the Guild as the sole collective bargaining agent for all regular full-time and part-time prosecuting attorneys of Clark County, excluding employees in the Civil Division except employees in the Child Support Division, supervisors, confidential employees, the positions of Chief Criminal Deputy and Chief Deputy, and all other employees.

**1.2** The Employer will notify the Guild about newly created or modified classifications, to provide the timely opportunity for the Guild to bargain on inclusion/exclusion from the bargaining unit and other employment related matters. If the parties cannot resolve the question of inclusion/exclusion, the matter shall be taken to the Public Employment Relations Commission (PERC) for determination through the unit clarification process.

**1.3** **Disputes Concerning Compensation for New or Modified Classifications or Positions.** Should a new or modified classification be allocated to the bargaining unit, and the parties are unable to mutually agree on the compensation for the classification and/or other employment related matters, such dispute shall be resolved pursuant to the provisions of the Grievance Procedure set forth in this Agreement.

## **ARTICLE 2. GENERAL PROVISIONS**

**2.1** The Employer and the Guild agree that they will not discriminate against any employee by reason of race, creed, age, color, sex, sexual orientation, national origin, religious belief, marital status, mental or physical disability, political affiliation or activity, or any other category of persons or activities protected by Federal, State or local statutes, ordinances, rules, or regulations.

**2.2** The Employer agrees not to discriminate against any member of the Guild for his or her activities on behalf of or because of membership in the Guild.

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

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

2.3.2 Within twenty-one (21) days of receipt of the Guild's written response set forth in section 2.3.1, the County will schedule bargaining with the Guild or provide a written response to the Guild as to why the County will not bargain with the Guild.

2.3.3 Both parties reserve their rights to seek redress through either the grievance procedure, if applicable, and/or the applicable PERC processes to address unresolved disputes associated with section 2.3 of this Agreement.

**2.4 Travel Time.** When an employee is required to travel away from the office for any Employer-required, authorized, or assigned meeting, work obligation, or training, travel time to and from the activity shall be considered work time and available for potential flex time pursuant to the CCPA office flex-time policy (**Appendix A**). Additionally, the Employer will provide a County-provided car, if available, with no-fault insurance, if requested by the employee for such required activity. If an employee is authorized to use their personal vehicle, they shall be reimbursed for mileage at the then current County-published mileage rate.

**2.5 Personal Firearms.** Notwithstanding any other Clark County policy, a Deputy Prosecuting Attorney who possesses a valid Concealed Weapons Permit or is otherwise qualified under Washington law to carry a firearm, may carry to and from, and possess a firearm in the Prosecuting Attorney's Office and/or in a vehicle while on PA Office business so long as:

- a. the possession and use of said firearm for self-defense is at all times in compliance with Washington law;
- b. the firearm is, at all times, discreetly concealed;
- c. the firearm is secured out of view in the attorney's office in a suitable gun safe and removed when the attorney is not on duty;
- d. the employee will provide a suitable gun safe for his/her personal weapon;
- e. the employee satisfactorily completes an annual qualification and certification process as prescribed by the Clark County Sheriff's Office (CCSO). If an employee is unavailable for the firearms qualification/certification training to be provided by the CCSO, or if at some point the CCSO decides not to offer such training to our office, the employee shall satisfactorily complete the National Rifle Association's

Basic Pistol Shooting Course or an equivalent course annually at his or her own expense prior to carrying a firearm in the work place.

### **ARTICLE 3. MANAGEMENT RIGHTS**

**3.1 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 and regulations, subject only to the limitations expressly stated in this Agreement. Such management prerogatives shall include but not be limited to:

- 3.1.1 To plan, direct, control, and determine all the operations and services of the office of the Prosecuting Attorney;
- 3.1.2 To supervise, transfer and direct the workforce;
- 3.1.3 To take disciplinary action, including transfer, as a form of discipline;
- 3.1.4 To increase, diminish or change equipment, including the introduction of any and all new, improved or automated methods or equipment;
- 3.1.5 To establish the qualifications for employment and to employ deputies;
- 3.1.6 To schedule and/or assign work;
- 3.1.7 To establish work and performance standards and, from time to time, change those standards;
- 3.1.8 To determine the methods, means, organization and number of personnel by which such operations are conducted or services provided;
- 3.1.9 To make and enforce reasonable rules and regulations;
- 3.1.10 To terminate the employment of Deputies for just cause during the term of office of Prosecuting Attorney, Tony Golik, or the termination of this Agreement, whichever occurs first.

**3.2 Continuity of Operations.** Deputies are expected to be available during emergency situations of a catastrophic nature that affect Countywide operations (e.g. pandemic flu, Mt. St. Helens eruption) to help maintain certain essential functions that support Clark County's infrastructure and service level. In such an event, the Prosecuting Attorney or designee has the authority to reassign staff to critical services within the Prosecutor's Office, irrespective of bargaining unit status.

**3.3 Contracting Out.** When the Prosecuting Attorney or designee determines that a need exists to fulfill the mission of the Prosecuting Attorney's Office, the County may contract or subcontract work as may be determined appropriate by the Prosecuting Attorney, where work to be contracted or subcontracted from the bargaining unit is performed by a Special Prosecutor, a visiting Prosecuting Attorney, or an Assistant Attorney General. The County shall provide fifteen (15) working days notice to the Guild of intent to contract or subcontract work, the type of work to be contracted or subcontracted, and the anticipated duration of the contracted or subcontracted work.

**3.4 Promotional Opportunities.** Preferential consideration shall be given to qualified internal candidates for promotional opportunities over outside candidates, and internal candidates

shall be given written notice and opportunity to apply for promotional opportunities before opening recruitment to external or outside candidates.

**3.5** The Prosecuting Attorney's Office may employ interns consistent with the following considerations:

- A. No more than four (4) interns may be employed in the Prosecuting Attorney's Office at any time;
- B. Interns employed by the Prosecuting Attorney's Office shall not be paid any more than the median wage for legal interns employed by the District Attorney/Prosecuting Attorney's offices in the four counties in the Portland Metro area (Clackamas, Washington, Multnomah, Clark) and the City of Vancouver.

## **ARTICLE 4. GUILD SECURITY**

**4.1 Maintenance of Membership or Contributions.** Except as provided in Section 4.2, all covered employees shall, as a condition of continued employment, maintain their membership in good standing in the Guild, maintain their fair-share contributions to the Guild, or maintain their religious tenet contributions pursuant to section 4.2 during the existence of this Agreement and/or any successor Agreement. The Guild will notify the Employer of those employees who have elected to be fair-share contributors. A new employee shall be enrolled as a Guild member within thirty (30) days of accepting employment unless the new employee, in writing, notifies both the Employer and the Guild of their elections to be a fair-share contributor or claim a religious tenets exception.

**4.2 Religious Tenets Exception.** Employees who are determined by the Public Employment Relations Commission to satisfy the religious tenets exemption requirements of RCW 41.56.122 shall pay an amount equivalent to regular Guild dues. Non-association fees will be paid to a non-religious charity mutually agreed upon, in writing, by both the employee affected and the Guild. The Guild shall bear the responsibility for notification to religious-tenets exception payors and fair-share contributors of the amounts of payments required, and shall hold the Employer harmless from and against all claims arising out of a religious-tenets or fair-share-contributor exception payment dispute regarding the amount withheld.

**4.3** The Guild shall advise the Employer, in writing, of the amount of its fees and monthly dues as duly adopted by its members. Members and/or fair-share contributors and/or individuals with religious tenets exceptions will be afforded the opportunity to pay required sums by payroll deduction or directly to the Guild. The Employer, upon written consent of the employee, shall deduct and remit dues to the Guild. The Employer shall not, in remitting any sums to the Guild, disclose to the Guild an employee's personal information, including but not limited to, social security number, bank account, date of birth, home address, or any other personal identifiers or any information about the employee's dependents. The Employer and the Guild will develop an agreed dues deduction or assignment form for payroll deduction regarding any sums required to be remitted to the Guild. The Employer will remit monthly, at a minimum, any sums deducted for the Guild.

**4.4** In the event an employee member of the Guild fails to maintain his/her membership dues or applicable non-religious charitable contribution or fair-share payment, the Guild will notify the Employer, in writing, of such employee's delinquency by directing a "Request for Discharge Letter" through the Human Resources Department, of such employee's delinquency.

4.4.1 The Employer agrees to give written notice to the employee and the Guild within seven (7) calendar days of receipt of the "Request for Discharge Letter" that the employee's employment status with the Employer is in jeopardy, and that failure to meet the membership dues or contribution obligation within thirty (30) calendar days from the date such notice is received will result in termination, and that the employee has an opportunity before the end of said thirty (30) calendar day period to present the Employer and the Guild with any information relevant to why the employer should not act upon the Guild's written request for the employee's discharge.

4.4.2 In the event the employee has not yet fulfilled the membership, fair-share contribution, or charitable-payment obligation within the thirty (30) calendar day period noted in the "Request for Discharge Letter," the Guild shall thereafter reaffirm, in writing, to the Employer, with a copy to the employee, the Guild's written request for discharge of such employee. Unless sufficient legal explanation or reason is presented by the employee why discharge is not appropriate, or unless the Guild rescinds its request for the discharge, the Employer shall, as soon as possible thereafter, effectuate the discharge of such employee. If the employee has fulfilled the Guild security obligation within the thirty (30) calendar day period, the Guild shall so notify the Employer, in writing, through the Human Resources Department, with a copy to the employee.

4.4.3 If the Guild has reaffirmed its request for discharge, the Employer shall notify the Guild, in writing, with a copy to the affected employee, that the Employer effectuated the discharge and the specific date such discharge was effectuated; or that the Employer has not discharged the employee, setting forth the reasons why it has not done so. Any disputes regarding the Employer's failure to discharge the affected employee pursuant to this Article shall be adjudicated by the Public Employment Relations Commission.

**4.5** **New Hires.** The Employer agrees to provide the Guild with written notification of new hires and separations for all classifications and positions represented by the bargaining unit in a fashion mutually acceptable to the parties. The Employer shall notify all new hires of the appropriate Guild representative as part of their orientation process, and of the deadlines for electing Guild membership and commencing contributions. The Guild shall keep the Employer informed as to the proper representatives for this purpose. The Guild shall be provided one (1) hour, separate and apart from the County, to meet with a new hire during the County orientation process for a new hire.

**4.6 Printing and Distribution.** The Employer shall bear the cost of printing and binding this Agreement and shall provide copies of this Agreement to the Guild for distribution to each represented employee. The Employer shall provide copies to new hires. Represented employees and new hires may opt to receive their copy in electronic format.

**4.7 Health and Safety.** The Employer shall be responsible for ensuring that all work is done in accordance with applicable State, Federal and County health and safety codes, ordinances and/or regulations. Alleged violations of this commitment shall be subject to this Agreement's grievance procedure or as set forth by law.

## **ARTICLE 5. GUILD REPRESENTATION AND ACTIVITIES**

**5.1** The Guild shall inform the Employer, in writing, of the names of its officers and stewards who are authorized to represent the Guild. Such information shall be kept up to date at all times.

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

**5.3 Use of County Resources.** The Employer shall provide the Guild with bulletin boards at reasonable locations for its use in communicating to members. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

5.3.1 The Guild may use Employer's communications resources (telephone, voice mail, e-mail, computers, faxes, mail distribution, bulletin boards) for communications that relate to the Guild's business relationship with the Employer. Those resources may not be used to conduct the internal business of the Guild; except the Guild shall be allowed to put a locked ballot collection box near the Guild bulletin board for secret balloting, provided its presence does not interfere with operation of the Prosecuting Attorney's Office and is removed within twenty-four (24) hours of the conclusion of any balloting. Processing of ballots shall occur only during non-working hours, but members may deposit ballots during work hours. The Guild may utilize, on a *de minimus* basis, the County phone system during work hours, provided such conversation time is *de minimus*, is of short duration, does not incur long distance costs outside the Portland MSA, and does not interfere with employee's normal duties.

5.3.2 Use of County facilities for Guild meetings shall be permitted, subject to the general rules and conditions for public use of County facilities. The Guild may also, with prior approval from the Chief Deputy or designee, use Prosecuting Attorney facilities/offices (except Civil Division and Child Support Division) after normal business hours for Guild meetings.

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

5.4.1 Employee Guild representatives shall request permission from their immediate supervisor for release time. Such request shall be granted, provided release time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity.

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

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

**ARTICLE 6. ANNUAL LEAVE**

**6.1** Regular full-time and part-time/job-share employees shall be entitled to vacation with pay according to the following rates:

Completed Years of Service	Hours per Month	Hours per Year	Days per Year	Max
Start	14.67	176	22	352
5	15.33	184	23	368
10	17.33	208	26	416
15	19.33	232	29	464
20	21.33	256	32	512

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

**6.3 Vacation Scheduling.** Employee requests for vacation leave shall normally be granted, provided the requested time off will not interfere with workload requirements and schedules. Vacation scheduling arrangements shall conform with procedures established by the Elected Prosecutor or their designee. In the event of a conflict between employees for leave, the team leader or supervisor will resolve the conflict. Employees within ninety (90) days of maxing out on vacation accrual will be given consideration in scheduling to avoid the loss of vacation leave to the employee.

**6.4 Termination Payoff.** Upon termination of County employment for an employee with more than six (6) months of service, an employee shall be paid for all accrued and unused vacation and comp time, if any, at his or her final base salary rate of pay. The termination payoff shall be based on the base (excluding shift differential or other forms of premium pay) rate of pay as of the last day of work. Employees may not elect to extend employment beyond the last day of work by using accumulated leave.

**6.5 Vacation Leave Donation Program.** Regular employees may donate vacation to the sick leave account of another employee for the employee or for a covered family member suffering from an extended serious illness or injury as provided for by current County Policy. Leave amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based upon his/her hourly rate. Consistent with and pursuant to the current County Policy on donated leave, the County shall determine the eligibility of the employee or covered family member to receive donations and the means for apportionment of donated leave.

**6.6** Any deputy employed by the County on the effective date of this Agreement who is rehired within one (1) year of separation for any reason shall accrue vacation benefits at the same rate as when separation occurred. The deputy's employment anniversary shall reflect the full amount of service in the Clark County Prosecuting Attorney's Office. Except as otherwise provided in this Article, vacation policy for all covered employees shall follow the current County policy as set forth in County Policy Manual.

## **ARTICLE 7. HOLIDAYS**

**7.1** Holidays as listed below shall be paid up to a maximum of eight (8) hours. The following days shall be observed as legal paid holidays and for which time off is to be granted:

New Year's Day	January 1st
Martin Luther King's Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day Following Thanksgiving Day	4th Friday in November
Christmas Day	December 25 <sup>th</sup>

- 7.1.1 Any of the above holidays that fall on a Saturday shall be observed on the previous Friday. Any of the above holidays that fall on a Sunday shall be observed on the following Monday.
- 7.1.2 Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's day off, the employee shall receive an alternative day off or be paid for the holiday. To be eligible for pay for a holiday, the employee must be in paid status on the scheduled work days immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination. The first day of work for a new employee may not be the day of a holiday.
- 7.1.3 Holidays occurring during a period of leave with pay (vacation, sick leave, or other paid leave) shall be charged as paid holiday leave and shall not be charged against any other paid leave.
- 7.1.4 Part-time or job-share employees shall be credited with observed, floating, and commissioner holidays on a pro-rata basis based upon the ratio of their assigned schedule to full-time (forty (40)-hour) employment.

**7.2 Floating Holidays.** Employees shall receive twenty-four (24) hours of floating holiday leave per year. Floating holidays shall be credited on January 1 of each year, and must be used by the end of that year. Floating holiday hours may not be carried forward into the next calendar year.

- 7.2.1 New Employees shall receive a pro-rata share of floating holiday hours at the rate of one-twelfth (1/12) of the annual entitlement for each full month of service during the year. Employees who terminate during the year shall be entitled to cash out unused floating holiday hours based on the foregoing formula.

**7.3 Commissioners Holiday.** The special Commissioners Holiday may be granted or not granted at the sole discretion of the Board of County Commissioners. The hours, rules, and procedures governing its use are not subject to any duty to bargain or the grievance procedure of this Agreement.

**7.4** If during the term of this Agreement Civil Prosecuting Attorneys (not in a PTO program) receive increased floating holiday leave above the standard County twenty-four (24) hours of floating holiday leave, or decreases below the standard County twenty-four (24) hours of floating holiday leave, then the County will provide the same floating holiday leave benefit to Guild-represented employees.

## **ARTICLE 8. SICK LEAVE**

**8.1 Purpose.** Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work

would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. The County and the Guild agree that sick leave use is subject to certain conditions and restrictions as defined in this Agreement and/or as provided for in State or Federal law.

8.1.1 Use of sick leave is contingent upon following reporting procedures and compliance with the purposes of sick leave. Employees who do not follow sick leave notification and/or use procedures or who do not provide lawfully requested health care provider verification, may be charged unpaid time for the absence.

8.1.2 With prior approval, earned accrued leave, other than sick leave, may be used when accrued sick leave is not available or in lieu of sick leave for an absence necessitated by illness or injury.

**8.2 Sick Leave Accruals.** Full-time employees covered by this Agreement shall accrue sick leave at the rate of eight (8) hours per month or ninety-six (96) hours per year. Sick leave may be accumulated up to a maximum of twelve hundred (1200) hours. Part-time employees shall accrue sick leave up to pro-rated maximums based upon the ratio of their full-time equivalency (FTE) to full-time employment.

8.2.1 Employees shall accrue sick leave at the rate of eight (8) hours per month (four (4) hours per pay period) based on paid hours.

A. Employees receive the full accrual as long as they are compensated for at least eighty percent (80%) of their FTE scheduled work hours in the pay period. Employees who work less than eighty percent (80%) of their scheduled hours and who go into an unpaid status will receive a prorated amount of the accrual based upon the number of hours worked in the pay period.

B. Full-time employees who are compensated for less than eighty percent (80%) of their FTE scheduled work hours in a pay period or employees who are in an unpaid status, will receive a prorated amount of sick leave accrual based upon the number of hours worked in a pay period.

8.2.2 Unless otherwise required by State or Federal law, no accrual shall occur during unpaid leave and sick leave accrual will be prorated based on the number of hours in paid status up to a maximum of the employee's full or part-time schedule.

**8.3 Family Illness Usage.** Employees may use sick leave (or other accrued leave as set forth in this Article) in the event of an illness or injury in the employee's immediate family requiring the attendance of the employee. For the purposes of the Article, immediate family is defined as spouse, domestic partner subject to State law and County policy, dependent children (including adult children who are incapable of self-care) of the employee, spouse or their domestic partner provided the child resides in the home of the employee, spouse and the domestic partner, parents or the step/in-law equivalents, and grandparents. Sick leave or other accrued leave as set forth in

this Article, and/or unpaid leave, may be allowed to care for such other relatives and in such circumstances as required by State and Federal leave laws and administrative regulations.

**8.4 Medical and Dental Appointments.** Sick leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Other accrued leave in lieu of sick leave will also be allowed. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours or during the workday such that it causes the least disruption to the Prosecuting Attorney's Office.

**8.5 Reporting and Approval Procedure.** Employees unable to report for duty shall notify the Prosecuting Attorney's Office designated representative in accordance with procedures and timelines established by the Office. Employees who know in advance that they will be utilizing sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practicable. Employees who fail to notify the Office of an absence may be subject to disciplinary action for absence without authorization.

**8.6 Health Care Provider Verification.** The County may require a health care provider's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his or her duties.

**8.7 Attendance.** The parties agree that employee attendance is an important element of overall job performance, contribution to the organization, and service to the community.

8.7.1 The parties also agree that the effective management of employee attendance should incorporate the following overall principles:

- Sick leave is granted as a form of insurance against pay loss due to illness or injury and is not a "vested" benefit such as vacation.
- Standards and techniques for assessing attendance should be consistent throughout the Guild and across the Prosecuting Attorney's Office.
- Management is responsible for taking appropriate, corrective action when attendance falls below expectations (including progressive discipline as outlined in Article 12)
- Employees are responsible for addressing the circumstances that give rise to absences.
- A fair measure of attendance and absenteeism must take into account both the total hours of absence and the number of individual, unscheduled absences due to illness or injury.
- Time off taken under the auspices of Federal or State disability laws, family leave laws, and/or lawfully protected status leave laws, will not be considered as part of an assessment or employee attendance or a corrective action plan.

8.7.2 For the purposes of this section, "attendance" refers only to absences due to illness or injury and not to scheduled absences such as vacation, comp time, floating holidays, bereavement, military leave, industrial injury leave and jury duty or any lawfully protected status leave laws.

**8.8 Sick Leave Payoff.** Employees who separate from County service via resignation or layoff with at least ten (10) years of service will be paid for accrued but unused sick leave at their base rate of pay according to the following formula:

<b>Portion / tier of Accumulated hours</b>	<b>Percent Payable</b>	<b>Maximum Payout</b>
900 to 1,200	75% of hours over 899	225
600 to 899	50% of hours over 599	150
300 to 599	25% of hours over 299	75
<b>Total</b>		<b>450</b>

For example, an employee earning \$14.00 per hour with a balance of 1200 hours would be paid for 75% of the top bank of 300 hours (1200-900 x 75% = 225 hours), 50% of the next bank of 300 hours (900-600 x 50% = 150 hours), and twenty five (25%) of the next bank (600-300 x 25% = 75 hours), for a total of 450 hours or \$6,300. Employees with balances below 300 hours are not eligible for payoff.

**8.9** Employees who have no sick leave usage (or any absences due to illness/injury which are charged to other paid leave accounts) for any full calendar year of service shall be entitled to a day off with pay. Eligibility shall be determined and reported to the Prosecuting Attorney's Office by March 1st of each year and time off must be used by May 31. This program is only available to full-time employees who were on the payroll and in paid status for the full calendar year - January 1 through December 31st (2080 hours).

**ARTICLE 9. HEALTH INSURANCE**

**9.1** Until December 31, 2012, the Guild shall maintain health insurance and employee/employer co-insurance contribution rates towards the cost of health insurance pursuant to the ULP settlement MOU executed May 11, 2012, which is attached to this Agreement as **Appendix B**.

Pursuant to the terms of the ULP settlement MOU (Appendix B), effective January 1, 2013, and during the term of this Agreement, the Guild will be an active participant in the Multi-party Health Care Committee and the Guild agrees that the Multi-party Health Care Committee under the provisions of the Memorandum of Understanding (Appendix B) will make decisions regarding health care expenditures, premium contributions and plans for medical and dental insurances for the Guild. Parameters of the Guild's participation in the Multi-party Health Care Committee are set forth in section 9.12 below.

**9.2** The County agrees to make available to eligible employees and their dependents at least one (1) medical/dental plan that is a non-HMO plan, and at least one (1) medical/dental plan that is a HMO type plan. An employee may not be insured simultaneously as both an employee and as a dependent and a dependent may be insured by only one (1) employee.

9.2.1 Regular employees shall be eligible for medical insurance effective the first of the month following date of hire. Enrollment forms must be received within thirty-one (31) days from date of hire. Coverage will terminate at the end of the last day of the month in which employment ends.

9.2.2 Regular employees shall be eligible for dental insurance effective the first of the month following ninety (90) calendar days of employment. Enrollment forms must be received within thirty-one (31) days from date of hire. Coverage will terminate at the end of the last day of the month in which employment ends.

9.2.3 Part-time employees whose regular schedule is budgeted as .75 FTE or more shall be eligible for the full County contribution.

9.2.4 Part-time employees whose regular schedule is budgeted between .5 and .749 FTE shall be eligible for seventy percent (70%) of the County contribution for the medical plan and dental plan selected by the employee. The employee shall contribute the amount above the County contribution.

9.2.5 Job Share Benefits. Job share benefits will be provided to employees sharing the regular work and benefits of one (1) full-time position and each job share employee must work the equivalent of a .5 FTE to be eligible for medical, dental, life and disability insurance.

9.2.5.1 Each employee will have the option to enroll in a medical plan and dental plan of the employee's choice. The County contribution for each job-share employee shall be equivalent to fifty percent (50%) of the employer contribution for the medical plan and dental plan selected by the employee. Any premium cost above the employer contribution will be the responsibility of the employee; or

9.2.5.2 Job-share partners may elect to have one (1) partner have medical coverage only and one (1) partner have dental coverage only. With this election the County will pay the employer contribution for the coverage in the same manner as a full-time employee.

9.2.5.3 Each job-share employee shall also receive a life insurance benefit at the same level as provided to full-time employees.

9.2.6 Eligible dependents include legal spouse, domestic partner and dependent children, including domestic partner's children, as required by State or Federal law.

- 9.2.7 Pursuant to County policy, domestic partner coverage for medical and dental insurance coverage is available for the employee's domestic partner and the domestic partner's children who reside in the employee's home, subject to required tax regulations relevant to this benefit. To access this benefit, the employee must have a completed Affidavit of Domestic Partnership on file in the Human Resources-Benefits Department.
- 9.2.8 Qualified Family Status Changes. The addition or deletion of dependents as a result of a qualified family status change will be in accordance with Federal or State laws and County policy. Enrollment changes must be received by the County HR-Benefits Department with applicable documentation within thirty-one (31) calendar days (sixty (60) calendar days for newborns or child placed with employee for adoption) of the qualifying event. Changes shall be effective the first of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of birth or placement in the home. For newly eligible dependents not enrolled within thirty-one (31) calendar days, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.
- 9.2.9 Eligibility for coverage during unpaid leave. Employees will have continuous coverage during an unpaid leave of absence if covered by Federal or State laws. For other unpaid leaves, any month in which the employee is in an unpaid status the first of the month and the unpaid leave has been thirty (30) continuous calendar days or longer, benefits will not be provided. Coverage will be reinstated effective the first of the month following the date of the employee's return to work; except for return from USERRA, whereby coverage shall be reinstated as of the date of return to work.
- 9.2.10 For recalled employees [within a twelve (12)-month period] and employees returning from furlough, coverage is reinstated the first of the month following the date of re-employment.
- 9.2.11 An employee and his/her covered dependent(s) must be on the same medical/vision plan and the same dental plan.
- 9.2.12 An employee must participate in both a medical plan and a dental plan unless the employee can prove the existence of other medical and/or dental coverage for the plan year. If waived, the employee may not re-enroll until the next open enrollment or a Qualified Family Status Change occurs.
- 9.2.13 Employee's children who are eligible for coverage as an employee of the County will not also be covered as a dependent of an employee.

**9.3** The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical and/or dental coverage; provided that the successor plan(s) shall provide substantially equal, or better coverage than the medical or dental plan previously in effect.

**9.4 Premiums.** Except as specified in this Article, premiums, plans and cost distribution/contribution between the County and Guild-represented employees will be determined by the Multi-party Health Care Committee.

9.4.1 Waiver of Health Insurance (medical and dental). Employees may waive health insurance coverage with proof of other group health coverage. Full-time employees budgeted at .75 FTE or more who waive coverage are eligible to receive one hundred fifty dollars (\$150.00) per month (\$75.00 per pay period); part-time employees budgeted at .5 to .749 FTE are eligible for one hundred five dollars (\$105.00) per month (\$52.50 per pay period); and job-share employees will receive seventy-five dollars (\$75.00) per month (\$37.50 per pay period) if both job-share partners waive coverage.

9.4.2 As an alternative to section 9.4.1, an employee may waive either medical or dental coverage and receive payment in lieu of coverage as follows:

9.4.2.1 *Medical coverage with proof of other group medical coverage.* Full-time employees (thirty (30) + hours or more per week) receive one hundred thirty dollars (\$130.00) per month (\$65.00 per pay period); part-time employees (20-29 hours per week) receive ninety-one dollars (\$91.00) per month (\$45.50 per pay period); and job-share employees receive sixty-five dollars (\$65.00) per month (\$32.50 per pay period) if both job-share partners waive coverage.

9.4.2.2 *Dental coverage - proof of other coverage not required.* Full-time employees receive twenty dollars (\$20.00) per month (\$10.00 per pay period); part-time employees receive fourteen dollar (\$14.00) per month (\$7.00 per pay period); and job-share employees receive ten dollars (\$10.00) per month (\$5.00 per pay period) if both job-share partners waive coverage.

**9.5 Other Coverage Changes.** The County retains the exclusive right to select plans and carriers for life insurance, long-term disability, or other employer provided benefits provided that the successor plan(s) shall provide substantially equal or better coverage than the existing plans. This section is not intended to apply to medical or dental plans, which are addressed in section 9.3.

**9.6 Open Enrollment.** The County agrees to provide an open enrollment period annually and/or beginning not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

**9.7 Flexible Spending Accounts (FSAs).** The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as allowed under Federal law.

**9.8 Life Insurance.** The County shall provide each employee a group term life, accidental death and dismemberment insurance policy for each eligible employee in an amount up to one (1) times their annual salary with a maximum of one hundred fifty thousand dollars (\$150,000.00). Additional term life insurance and coverage for the employee, employee's legal

spouse, or dependent children up to age 19 or until age 23 if a full-time student at an accredited school, shall be made available, subject to individual evidence of insurability, and payable through payroll deduction.

**9.9 Long Term Disability Insurance (LTD).** The County shall provide each employee a long term disability insurance plan which pays a benefit of sixty percent (60%) of the insured employee's salary after a sixty (60) calendar-day waiting period, or a total length of accrued sick leave, whichever is longer, and such other provisions as are provided by the plan document. The County will also make available an additional six and two-thirds percent (6 2/3%) of LTD insurance as a "buy-up" option based upon rates and evidence of insurability criteria established by the insurance provider.

**9.10 Continuation of Benefits.**

9.10.1 Pursuant to Federal or State law, Clark County employees and/or dependents who lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent are responsible for the cost of the coverage plus an administrative fee, if applicable.

9.10.2 County-provided health benefits will continue during an approved family and medical leave, whether paid or unpaid, at the same level and under the same conditions as if the employee had continued to work. For an accident or illness covered by Workers' Compensation, coverage will be continued until the employee is declared medically stationary or for a period of twelve (12) months, whichever is longer, at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the County the amount it paid for the employee's health insurance premium.

9.10.3 Medical and dental insurance will be continued for a period of up to six (6) months when an employee has a disabling condition and qualifies for Long Term Disability benefits at the same level and under the same conditions as if the employee had continued to work. This provision will provide coverage after the employee has exhausted other programs for continued coverage such as Family Medical Leave.

9.10.4 Eligibility for insurance coverage for medical and dental insurance during other unpaid leaves will be in accordance with the Federal COBRA program or State law. Employees are not eligible for other County-provided insurance coverage during unpaid leaves of absence.

**9.11** The County will continue to provide a comprehensive Employee Assistance Program (EAP).

## **9.12 Guild Participation in Multi-party Health Care Committee (MPHCC).**

- 9.12.1 Purpose. It is the purpose of the Multi-party Health Care Committee, working within the negotiated parameters, to seek a balance between the continuance of the quality of care traditionally provided to the County's represented employees and keeping the parties' costs to a minimum, while meeting legal and contractual obligations.
- 9.12.2 Committee Membership. The Guild shall have two (2) voting representatives on the Committee. The Guild's representatives on the Committee shall be empowered to reach a binding decision on behalf of the Guild. Such decisions shall be reached by a two-thirds (2/3) majority of all members of the Committee present or via proxy. Clark County Prosecutors Guild (CCPG) members who will be absent during a meeting may participate in decisions by submitting a vote by proxy.
- 9.12.3 One (1) union representative and one (1) management representative will be selected to serve as meeting coordinators who will set meeting times and places, prepare agendas and arrange for meeting minutes to be prepared and distributed.
- 9.12.4 Parameters of the Committee. The parties agree that the Committee is authorized to determine health care benefits for the parties based upon the following parameters:
- A. The Committee shall research and make decisions about the structure, coverage, design, and plans, excluding eligibility, of medical, vision and dental insurances provided to employees.
  - B. Any modifications shall not need further ratification by the Guild. Any such modifications must be in keeping with the purpose set forth in 9.12.1.
  - C. The Committee will be responsible to ensure plan design encompasses Federal and State laws.
  - D. In consideration of the provisions of the Affordable Care Act, a High Deductible Health Plan with a Health Savings Account (HSA) will be included as an additional VOLUNTARY plan option no later than January 1, 2014. The particular design elements of the plan will be the responsibility of the Committee.
  - E. The Committee shall determine the cost distribution for the payment of insurance premiums between that portion contributed by the County and that which may be contributed by the employee.
  - F. The Committee shall meet on County time, but the County shall not be required to pay any additional compensation to any member due to the scheduling of daytime meetings outside some members' normal work shifts. Committee members meeting outside of their regularly scheduled

shift will be permitted to flex or adjust schedules, if possible, to accommodate meeting attendance.

- G. As the last item on its agenda, the Committee shall draft and publish an update of the meeting.
- H. Departments within the County will promptly provide all requested information about insurance that is in the possession of the Departments. The Committee will set meeting dates as determined necessary.
- I. Clark County Prosecuting Attorneys office management will ensure that the Guild representatives on the Committee are able to attend Committee meetings.

9.12.5 Budget for the Committee.

- A. The County's financial commitment to funding health care benefits shall be limited by the County-authorized budget (based upon a composite budgeted amount on a per employee per month "PEPM") as identified below:

<b>Year</b>	<b>Health Care Committee "PEPM" Composite Budget</b>
2013	\$1338
2014	\$1365
2015	\$1392

- B. Employees will be responsible for contributing seven percent (7%) of the composite plan cost each year; and if costs exceed the composite budget and employee contribution, both the County and the employee shall share in the excess cost on a 50/50 basis.

9.12.6 Decision Making.

- A. The Committee may choose to work with a Mediator. The Mediator shall not be a voting member of the Committee. However, if the Health Care Committee is unable to reach a decision for any benefit year by October 1, the Mediator shall direct a solution. Such solution shall be binding on all

parties to the Memorandum of Understanding. The Mediator's solution shall be within the parameters outlined above, based upon her/his understanding of the positions of the parties gained through the mediation process. Therefore, a formal hearing shall not be necessary.

- B. If any costs are attached to the Mediator's work, they shall be paid as follows: Clark County fifty percent (50%); the remaining fees shall be divided equally among the participating units.

9.12.7 Section 9.12 shall expire December 31, 2015.

## **ARTICLE 10. LAYOFF AND RECALL**

**10.1 Seniority.** Seniority is defined, for purposes of this Agreement, as a deputy's months of continuous service (inclusive of unpaid leaves) as a full-time or part-time deputy prosecuting attorney. Seniority starts accruing from the first actual paid work date as a deputy prosecuting attorney for the Clark County Prosecuting Attorney's Office as determined by payroll. The County shall provide a seniority list to the Guild within thirty (30) days from the date of this Agreement, to be updated yearly. In the event of a tie in seniority, then prior relevant experience practicing law shall prevail to break the tie. Fair-share and religious-tenets contributors are also entitled to the benefits of this Agreement.

**10.2 Layoff Procedures.** Prior to any actual layoff, the County will consider acceptable alternatives to layoffs. If layoffs occur as a result of lack of funding or lack of work, deputies will be laid off in reverse order of seniority (least senior first). Any deputy being laid off shall be provided thirty (30) days written notice prior to the effective date of the layoff. The County shall continue the health insurance coverage of a laid off employee at County expense for a minimum of thirty (30) days after the effective date of the layoff or longer if County policy so provides.

**10.3 Recall.** After a layoff, all laid-off deputies shall have their names placed on a recall register. Such recall register shall last for one (1) year. If hiring takes place during that year, those deputies on the recall register shall be first recalled, in order of seniority. Offers of employment off the recall list shall be made in writing either by certified mail to the last known address of the laid-off deputy or hand delivered to the deputy. It shall be the responsibility of the deputy to update the County with any change(s) of address occurring while on the recall register. Laid-off deputies who have been offered work shall have ten (10) working days from the date of delivery of the recall notice to accept such recall. Deputies may refuse a recall once. A second refusal to return to work will remove a deputy from the recall list. The right to reinstatement and recall preference shall terminate one (1) year from the date of layoff, at which time the layoff shall be deemed permanent.

**10.4 Reinstatement of Benefits.** A recalled deputy shall return with County seniority for purposes of computing steps and benefits, not including the lay off period, and shall have restored all leave accrued and not cashed out at the time of layoff. Additionally, the deputy's anniversary date shall reflect the full amount of service in the Clark County Prosecuting Attorney's office, not including the layoff period. Vacation and floating holiday balances cashed out at layoff may be restored by the deputy paying the full cash value of leave restored within

thirty (30) calendar days of re-employment. A recalled deputy's health and dental insurance waiting periods will be waived as permitted by insurance carrier contracts; and, if waived, coverage shall be effective the first of the month following re-employment.

## **ARTICLE 11. OTHER BENEFITS**

**11.1 Retirement Plan.** The County participates in the Washington State Public Employees' Retirement System. The County and employees are required to contribute a percentage of compensable earnings as set by the State Legislature.

**11.2 Deferred Compensation Plans.** The County agrees to provide opportunities for regular employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions may be made up to the allowable IRS maximum.

**11.3 Flexible Spending Accounts.** The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as long as allowed under State or Federal law.

**11.4 Disability Reserve Account.** Compensatory time deposited into the Disability Reserve Account that accrued prior to this Agreement shall continue to be maintained in the bank for each participating employee's use, pursuant to the resolution passed by the Clark County Commissioners following Staff Report 136-93, dated May 10, 1993. Additionally, Disability Reserve Account hours as currently reflected on employee payroll records shall continue to be in the bank for future use pursuant to the conditions defined in the above-referenced Staff Report passed by the Clark County Commissioners.

**11.5 Employee Assistance Program.** The County agrees to make available an employee assistance program providing confidential counseling services to employees and their eligible dependents.

**11.6 Bar Dues.** The Employer shall reimburse or otherwise pay the cost of license or certifications that are required to maintain (but not obtain) employment in the current classification, including but not limited to Washington State Bar Association dues. The Employer shall reimburse or otherwise pay the cost of license or certifications required for the performance of an employee's duties or particular case, assignment, or position. The Employer may also elect to reimburse or otherwise pay the cost of a license or certificate which is not a legal requirement but its possession is of direct benefit and value to the Employer in the employee's current position/classification, including but not limited to local bar dues.

**11.7 Training.** The Employer will provide opportunities and pay the cost of training for an employee who must satisfy minimum CLE requirements to maintain required licenses.

**11.8 Parking.** The County Campus Parking Management Plan represents the guidelines for parking within the downtown campus. Except as indicated herein, this Plan applies in its entirety. Exceptions to this Plan are as noted below:

- A. Employees will be allowed one (1) replacement permit without charge.

B. Replacement permits will cost five dollars (\$5.00) per replacement.

Employees choosing to park in downtown campus, County-provided parking lots shall pay a monthly fee as shown in the schedule below labeled Current Fee. The County may increase the fee(s) up to the Maximum Fee over the life of this Agreement and the County agrees to provide a minimum of thirty (30) days' notice prior to increasing the fee(s). The new Maximum Fee is shown below.

Category of Parking	Current Fee	Maximum Fee
General Access	\$22.00	\$23.00
Uncovered Reserved	\$38.50	\$40.25
Covered Reserved	\$55.00	\$57.50

11.8.1 As part of the County's Commute Trip Reduction efforts, the County will reimburse employees who commute via bus to and from work, an amount equal to the monthly C-Zone pass for the term of this Agreement.

**11.9 Indemnification.** Clark County shall protect, defend, hold harmless and indemnify for any damages, including court-ordered attorney fees, all covered employees and their respective marital communities against any and all claims or causes of action which may arise as a result of alleged acts or error and omissions occurring within the scope of their duties and responsibilities or employment with Clark County. The County may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct, or if the employee fails to cooperate with the defense of such action. If the Board of County Commissioners makes such determination, the employee and the employee's Guild representative, shall be notified of such decision and shall have a right to meet with the Board prior to the decision being final.

## **ARTICLE 12. DISCIPLINE AND PERSONNEL FILES**

**12.1** The Prosecuting Attorney and the Guild 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.

**12.2** The parties agree that so long as Tony Golik is the elected Prosecuting Attorney for Clark County, employees represented by the Guild shall only be disciplined for just cause.

12.2.1 Upon the swearing-in of a new Prosecuting Attorney (not Tony Golik), the new Prosecuting Attorney may reopen Article 12 of this Agreement, regardless of any "PECBA-contract bar" that could be asserted by the Guild.

12.2.2 If the Prosecuting Attorney reopens this Agreement per section 12.2.1, then at the time of reopening, the maintenance, retention, and/or staleness of all past

disciplinary documentation against any current Deputy Prosecuting Attorney (DPA) will be part of the reopener negotiations.

12.2.3 When a successor Prosecuting Attorney-Elect (not Tony Golik) is waiting to take office, any DPA may opt to voluntarily resign and receive the following severance:

- A. Payment for all accrued and unused vacation, holiday, comp-time leave;
- B. Sick leave payoff, if any, pursuant to the terms of this Agreement.

**12.3** New hire or rehire probationary employees may be terminated any time during the probationary period, and such action shall not be subject to grievance or appeal. An employee serving a promotional probationary period may be demoted to their prior classification and such action shall not be subject to grievance or appeal.

**12.4** In the event an employee is interviewed concerning an action that may result in disciplinary action against that employee, the following process shall be followed to the extent circumstances permit:

- 12.4.1 Prior to the interview, the employee and the Guild will be informed, in writing, of the nature of the allegations and in the written notice will also be notified that he/she has a right to consult with a Guild representative and to have a Guild representative and/or a legal representative present at the interview. The interview shall not be unreasonably delayed due to the employee's election to have representatives present at the interview.
- 12.4.2 Interviews covered under this section shall, to the extent practical, take place at Prosecuting Attorney facilities.
- 12.4.3 All meetings and interviews related to potential discipline shall be electronically recorded by the parties. At the request of the Guild, the County will provide a copy of the recording and/or transcript, if one is created, to the Guild upon request.

**12.5** Regular employees subject to discipline at the level of discharge, suspension, and disciplinary action resulting in loss of pay, shall be given an opportunity to respond prior to the imposition of such discipline. The opportunity to respond shall be at a meeting with the Prosecuting Attorney or his/her designee, where the employee and/or his/her designated representative shall have the opportunity to speak to the reasons for the discipline.

## **12.6 Personnel Files.**

- 12.6.1 The content of files maintained by the Employer, related to an employee, and as described in RCW 49.12.250, shall be considered the personnel file and official record of an employee's service. Employees shall be provided copies of all

material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation.

- 12.6.2 Disciplinary Letters. Disciplinary letters placed in an employee's personnel file shall be removed and no longer held against the employee after three (3) years. Disciplinary letters relating to discharge, suspension, and disciplinary actions resulting in loss of pay shall remain in the file indefinitely. Removal of such material will occur upon written request by an employee to the Prosecuting Attorney's Office Human Resource Manager. A copy of all removed material shall be given to the employee. However, if a request does not comply with the requirements of this section, the Prosecuting Attorney's Office Human Resource Manager shall, within thirty (30) days of the request, notify the employee that the request is being denied, including the basis for such denial.
- 12.6.3 Disciplinary letters removed from personnel files under this section shall be retained in separate, sealed disciplinary files and shall not be subject to public inspection or release, including outside background investigations, except as required by law. The Prosecuting Attorney may consider material in these sealed files in future promotion decisions provided the discipline in these sealed files addresses the employee's suitability for promotion.
- 12.6.4 Employee personnel files, working files, and health care records will be maintained as confidential records to the full extent allowed by law. Access to and dissemination of the employee's personnel file shall be limited to the employee, the Guild's authorized legal representative, officials of the County and Prosecuting Attorney's Office, and such other persons or agencies as may be allowed under State and County laws and regulations.

**12.7** If an employee is given a directive by a supervisor, which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and his/her compliance will not affect the resolution of the grievance.

## **ARTICLE 13. GRIEVANCE PROCEDURE**

### **13.1 Purpose and Scope.**

- 13.1.1 The purpose of this Grievance Procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances arising out of the interpretation, application, enforcement or alleged violation of the terms of this Agreement.
- 13.1.2 The parties agree that every effort should be made to resolve grievances informally and to settle grievances at the lowest possible level. The grievant and/or the Guild and the appropriate County representative shall meet, if necessary, to attempt to resolve the grievance at any step.

- 13.1.3 A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.
- 13.1.4 If any employee is given a directive by a supervisory officer, which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and his/her compliance will not affect the resolution of the grievance.

**13.2 Filing and Processing Requirements.** A grievance may be brought under this procedure by the Guild on behalf of an employee (hereafter described as "the grievant") or as a class grievance on behalf of two or more employees. No grievance shall be processed beyond Step 1 without Guild concurrence and representation. Disciplinary grievances involving actions other than discharge, suspension, or loss/reduction of pay, shall not proceed beyond Step 1.

- 13.2.1 Grievances involving discharge/suspension/disciplinary actions resulting in loss or reduction of pay shall be initially submitted at Step 1.
- 13.2.2 Grievances involving discharge/suspension/disciplinary actions resulting in loss or reduction of pay not resolved at Step 1 may, at the option of the Guild, be moved to Step 3 and not processed at the Board of County Commissioners representative level.
- 13.2.3 Class or class action grievances of bargaining unit-wide application shall be initially submitted at Step 1. Class grievances are those that would potentially have application to all or most all employees covered by this Agreement.
- 13.2.4 A grievance must be submitted in writing and be signed and dated and indicate the step at which it is being filed. A grievance not meeting the requirements of this section shall not be considered officially filed or may not be moved to the next step until the missing information is provided. Written grievances and responses must minimally contain the following:
  - 13.2.4.a A statement of the grievance/response and the facts upon which it is based;
  - 13.2.4.b The specific remedy sought or offered;
  - 13.2.4.c A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
  - 13.2.4.d The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);
  - 13.2.4.e The date or dates on which the alleged violation, misinterpretation or misapplication occurred.

### **13.3 Timelines.**

- 13.3.1 The Guild shall present a grievance within ten (10) working days of its occurrence or the date the grievant should have known of its occurrence, whichever is later. For purposes of the Grievance section, working days are defined as Monday through Friday, excluding holidays observed by the County.
- 13.3.2 A grievance or complaint not responded to by the appropriate County representative within the time limits specified at any applicable lower step, may be moved to the next step in the procedure.
- 13.3.3 The time limits prescribed herein may be waived or lengthened by mutual agreement, in writing, by the Guild and the appropriate County representative at each step. In particular, the time limits shall be extended by any period of absence of the Prosecuting Attorney or his/her designee, which would inhibit the meeting from taking place within the prescribed time periods.

### **13.4 Steps.**

- 13.4.1 **Step 1.** In the event the complaint is not satisfactorily resolved through the informal attempts, the Guild shall complete and sign a written complaint meeting the requirements specified in 13.2.4 and forward the grievance within ten (10) working days to the Prosecuting Attorney or his/her designee. The grievance shall be considered and responded to by the Prosecuting Attorney or his/her designee within ten (10) working days.
- 13.4.2 **Step 2.** Except in cases involving discharge/suspension/disciplinary actions resulting in loss or reduction of pay, if the Guild is not satisfied with the Step 1 response, the Guild may, within ten (10) working days, appeal to the Human Resources Director as the Board of County Commissioner's designee for labor relations. The grievance shall be considered and responded to by the Human Resources Director or his/her designee within ten (10) working days.
- 13.4.3 **Step 3.** If the Guild/grievant is not satisfied with the Step 2 response, the grievance may be moved to arbitration. The Guild shall notify the County, in writing, of submission to arbitration within ten (10) working days after receipt of the County's written response in Step 2 above.

**13.5** The Guild and the Human Resources Director shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined, the party requesting arbitration shall request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS) who shall be members of the National Academy of Arbitrators. Each party shall have the right to reject one (1) panel in its entirety and request that a new panel be submitted. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The party requesting arbitration shall make the first strike.

**13.6** The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fee shall be borne by the losing party. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

**13.7 Mediation.** As an alternative or supplement to the grievance procedure, or for such other purposes as the parties may mutually determine, the parties may invoke a mediation process to resolve grievances or other issues between them as provided herein. As contemplated by this section, mediation involves the use of a third party, to serve as a mediator, using contemporary mediation techniques. A decision to utilize a mediator shall be voluntary by both parties and subject to the following understandings:

- 13.7.1 The mediator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-based professional mediator. The parties may choose to strike names from a list, employ a standing panel, or select on a case-by-case basis.
- 13.7.2 If the parties agree to enter into mediation, the mediator shall attempt to assist the parties in achieving a voluntary resolution. The mediator will not have the authority to force either party to accept a particular resolution. If the parties are unable to reach resolution, the mediator, if the parties mutually agree, may be requested to offer a bench opinion.
- 13.7.3 Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration or PERC proceedings, nor may the comments by the mediator be referenced.

**13.8** It shall be the intention of the parties to settle all differences between the County and the Guild through this grievance, mediation and arbitration process in accordance with the provisions of this Agreement.

## **ARTICLE 14. STRIKES AND LOCKOUTS**

**14.1** The County and the Guild agree that the public interest requires the 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. During the term of this Agreement, the Guild and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strikes, slowdown or other interference with County functions, nor shall the County institute a lockout. This section does not prevent lawful informational associations by the Guild or Guild-represented employees.

**14.2** In the event that a strike, boycott, slowdown, mass sick call, work stoppage or other interruption of work occurs during the life of this Agreement, the County shall notify the Guild of the existence of such activity and request information from the Guild as to whether or not the

activity has been authorized. The Guild, after immediately responding to the County's request, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work or discontinue the prohibited activity. Employees who engage in such actions may be subject to discipline or discharge and, if permitted by the FLSA, such employees may have their wages docked as part of any disciplinary action related to the employee. In the event of violation of this provision, the County shall be entitled to recovery of damages and expenses incurred by the violation.

**14.3** In the event the Guild fails to discharge its duties under this Article, the County shall be entitled to recover from the Guild any losses incurred as a result of activity in violation of this Article. In the event the County engages in a lockout in violation of this Article, employees so locked out shall be entitled to be made whole for all wages, benefits and rights lost as a result of such lockout.

## **ARTICLE 15. WAGES AND CLASSIFICATIONS**

**15.1** A. Salary Schedule. Effective January 1, 2013, through December 31, 2015, the salary schedule applicable to employees represented by the Guild shall be as set forth in Exhibit A.

B. Salary Increases. Except as otherwise provided by this Agreement or its appendices, the salary schedule for employees covered by this Agreement shall consist of a salary range with a series of steps shown in Exhibit A. Unless otherwise noted, salary schedule increases shall be applied to each step of the range and the resulting ranges are attached as Exhibit A. All employees, with the exception of those employees whose base salary on January 1, 2013, exceeds the top step of the DPA II salary range, shall be paid at one of the steps in the range. DPA IIs whose base salary on January 1, 2013, exceeds the top step of the DPA II salary range shall be frozen at that base salary amount for the duration of this contract. They remain eligible for the lump sum payments referred to in Article 15.2 (C) and (D).

**15.2** A. On July 1, 2013, employees who are represented by the Guild and who are employed on December 31, 2012, will be placed into a salary step in Exhibit A that is the closest salary step that exceeds the monthly salary the employee was receiving on December 31, 2012.

1. Employees hired after January 1, 2013, will be placed into a step on the salary schedule as set forth in Exhibit A.
2. Employees promoted between January 1, 2013, and June 30, 2013, will receive their promotion per section 15.3.2 and will then be placed into a step on the salary schedule as set forth in Exhibit A.

B. No other step increases or step movement shall occur in calendar year 2013.

- C. Effective the first pay period following January 1, 2014, all Deputy Prosecuting Attorneys shall receive a lump sum payment equivalent to two percent (2%) of their base annual compensation exclusive of any premium pay (i.e. lead, specialty pay, etc.) as it existed on January 1, 2014.
- D. Effective the first pay period following January 1, 2015, all Deputy Prosecuting Attorneys shall receive a lump sum payment equivalent to two percent (2%) of their base annual compensation exclusive of any premium pay (i.e. lead, specialty pay, etc.) as it existed on January 1, 2015.

**15.3 Step Increases.** Employees shall normally be hired at the first step and shall be eligible for step increases after twelve (12) months at each step in the range. Unpaid leave, that is not a State or Federal protected status leave, of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase. Employees whose eligibility date falls between the first and the fifteenth of the month shall be eligible on the first day of the month. Employees whose eligibility date falls after the fifteenth of the month shall be eligible on the first day of the following month.

- 15.3.1 Step increases or movement to a higher classification may be withheld or delayed based upon disciplinary actions taken in the preceding twelve (12) months. Such action will be in writing and presented to the employee and the Guild President or designee at least thirty (30) days prior to the eligibility date.
- 15.3.2 Promotional Increases. Employees who are promoted from a Deputy Prosecuting Attorney I to Deputy Prosecuting Attorney II or from a Deputy Prosecuting Attorney II to a Deputy Prosecuting Attorney Senior, shall generally be placed at the first step in the new range which provides for an increase of approximately five percent (5%) over the current salary or the minimum or first step in the range, whichever is greater.
- 15.3.3 Progression from Deputy Prosecuting Attorney I, Step 5, to Deputy Prosecuting Attorney II is automatic upon completion of twelve (12) months at Deputy Prosecuting Attorney I, Step 5, except as provided in 15.3.1.
- 15.3.4 Progression from Deputy Prosecuting Attorney II to a Deputy Prosecuting Attorney Senior can only occur after having been a Deputy Prosecuting Attorney II for at least twelve (12) months.

**15.4 Salary Anniversary Dates.** Each employee's annual anniversary date for step increase purposes shall be established based on their date of hire. Step increases will occur every twelve (12) months until such time as the employee reaches the top step of their classification, except as provided in section 15.3.1. Anniversary dates shall be adjusted by the full amount of any unpaid leave of absence of fifteen (15) calendar days or longer, except as otherwise required by law or this Agreement.

**15.5 Payroll.** Employees shall be paid on or about the 10th and 25th of each month, reflecting base compensation and leave taken/earned for the preceding half month work period (1st to 15th and 16th to end of month) as reflected by timecards submitted by employees and as approved by management. If payday falls on a Saturday, Sunday, or holiday, paychecks shall be issued on the previous workday.

**15.6 Supervisor/Team Leader Pay for Deputy Prosecuting Attorney II.** Deputy Prosecuting Attorney II's who provide supervisory duties within the Prosecuting Attorney's office shall receive additional compensation in the amount of five percent (5%) of his/her regular salary, which amount will be suspended when the Deputy Prosecuting Attorney II is no longer a supervisor/team leader.

**15.7 Duty Deputy and PC Duty Pay and Assignment.** The Duty Deputy is a position that rotates evenly among all bargaining unit Deputy Prosecuting Attorneys in the criminal division. Periodic service as the Duty Deputy is a requirement of employment and is not voluntary. The PC Duty assignment is voluntary in nature and the Employer agrees to evenly rotate the assignment amongst the deputies who volunteer for it. No employee shall be discriminated against in terms of salary or promotion for not volunteering for PC duty.

15.7.1 Duty Deputy. The Duty Deputy shall receive an additional flat fifty dollars (\$50.00) compensation per week of service. Only one (1) employee is eligible to receive such additional compensation per week for Duty Deputy service. The Duty Deputy is required to remain within good cell phone range so as to meet the required responsiveness level. The Duty Deputy is also required to be available to respond to the office at any time during his or her period of duty to perform work that cannot wait for the beginning of the next scheduled work day. In the event that the Duty Deputy is required to respond to the office outside of normal working hours to perform work that cannot wait for the next workday, the time spent performing such work will be eligible for use under the Prosecuting Attorney's Office flextime program. If there is a question as to whether a particular work task must be completed immediately or can wait until the next workday, the decision will be made by the Chief Criminal Deputy, the Chief Deputy, or the Prosecuting Attorney.

15.7.2 PC Duty. PC Duty assignment performed on weekends shall entitle the employee to receive an additional flat fee of three hundred fifty dollars (\$350.00) for each weekend PC Duty assignment fulfilled. Only one (1) employee is eligible to receive such pay per weekend.

**15.8 Specialty Pay.** Each Deputy Prosecuting Attorney assigned to the Major Crimes Unit or the Children's Justice Center shall receive compensation of four hundred dollars (\$400.00) per month, in addition to their regular salary, for such assignment which is expected to last one (1) or more years (commencing with the first of the month following such assignment and ending at the end of the month such assignment is discontinued). To be eligible for this "specialty pay" a Deputy Prosecuting Attorney must be assigned to the Major Crimes Unit or the Children's Justice Center unit on a full-time basis with a full caseload. This incentive pay does not apply to

supervisor/team leaders who receive additional compensation as provided above. Incentive pay applies to Deputy Prosecuting Attorneys of any salary classification.

## **ARTICLE 16. HOURS OF WORK**

**16.1** The Prosecuting Attorney's Office is generally required to be open to the public for business between 8 a.m. and 5 p.m., Monday through Friday, excluding holidays. Although Deputy Prosecuting Attorneys should strive to be on the job during those hours, team leaders may allow reasonable variations to the work schedules of their units' Deputy Prosecuting Attorneys, provided appropriate office and court coverage is maintained, and the expectations of availability and service are met. An employee who does not meet his or her responsibilities may be required to comply with additional time in/out or other reporting requirements on an individual basis.

**16.2** Deputy Prosecuting Attorneys, as salaried, FLSA exempt professional employees, are expected to work the number of hours necessary to fulfill their job duties. This may require a workday in excess of eight (8) hours from time to time.

**16.3 Flexible Scheduling.** Flextime for Guild-represented employees is a function of this Agreement and must be approved in advance by the Prosecuting Attorney or his/her designee. The Prosecuting Attorney recognizes that Guild-represented employees are considered exempt employees for the purposes of FLSA and the Minimum Wage Act. However, Guild-represented employees often work many hours in excess of normal hours of operation to prepare cases. Because of this fact, the Prosecuting Attorney encourages these employees to use flextime pursuant to the following guidelines:

- 16.3.1 Flextime should approximate the excess time worked. Flex time should be taken as soon as possible after the trial, case or event for which the extra hours were worked.
- 16.3.2 Flextime should be pre-approved by the team leader or supervisor so as to ensure there is coverage for the employee using flextime.
- 16.3.3 The employee exercising flex time should notify their supervisor or team leader before leaving and should advise where they can be reached in an emergency, if that is feasible. Further, as soon as practicable, the employee should enter their flextime on the Leave Calendar maintained at the Office.

## **ARTICLE 17. SCOPE OF AGREEMENT**

**17.1** Should any Article, section or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. The parties agree to immediately negotiate a substitute, if possible, for the invalidated Article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**17.2** This Agreement, including Exhibits and Appendices, embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, except for written supplements to this instrument executed subsequently thereto. The wages, benefits, rights and protections of bargaining unit members derive from this collective bargaining agreement and RCW 41.56. Therefore, the Employer and the Guild for the duration of this Agreement, voluntarily agree not to expect the other party to bargain with respect to any subject or matter specifically discussed during the negotiations or covered in this Agreement unless mutually agreed otherwise.

**17.3** All matters not prescribed by the language of this Agreement may be administered for its duration by the Employer in accordance with County Personnel Policies and/or those Policies and Procedures adopted by the Prosecuting Attorney's Office. In the event of a conflict between those documents and this Agreement, the provisions of this Agreement shall prevail.

**17.4** In the event the County desires to change the above-referenced rules, policies, orders or an established past practice, the County shall provide written notice to the Guild (Executive Board Member), of the proposed changes at least fifteen (15) days prior to implementation of the changes. The Guild shall have fifteen (15) days to object to the proposed changes. If the Guild fails to object, then the Guild shall be deemed to have waived its right to bargain and the County may implement the proposed changes without further negotiations.

In the event the Guild objects, the Guild shall specify in writing the basis for its objection and why the Guild believes an obligation to bargain exists. If the County disagrees as to whether the obligation to bargain exists, the County may implement and the Guild may pursue its remedies under the RCW. If the parties agree that an obligation to bargain exists, the parties shall negotiate to resolution or impasse under the RCW, but in no event will a mandatory subject of negotiation be implemented until either settlement or the conclusion of RCW impasse procedures.

**17.5** In the event of an emergency, the County may, in lieu of the fifteen (15) day notice provided in Section 17.4 above, provide notice and implement at the same time. The Guild reserves its rights to pursue violations of this Section through RCW 41.56 or the grievance procedure, as appropriate.

## **ARTICLE 18. SUPREMACY AND EXTRA AGREEMENTS**

The Employer agrees not to enter into any agreements or contracts with deputies or employees covered, and/or who would be covered, by this Agreement individually or collectively that are inconsistent with this Agreement's terms and not approved by the Guild.

## **ARTICLE 19. NONWAIVER**

The failure of the Employer, Guild, or deputy/employee to exercise rights reserved or outlined in this Agreement shall not be deemed a waiver of such rights.

**ARTICLE 20. SAVINGS CLAUSE**

Should any article, section, or portion of this Agreement be held unlawful and/or unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, or by subsequent legislation, such decision or legislation shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any decision, the Guild will be notified of the resulting changes; and, upon request, the parties will meet to discuss the impact(s) and negotiate a successor for the invalidated section or portion. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term hereof.

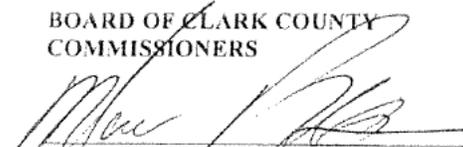
**ARTICLE 21. DURATION**

This Agreement shall be in full force and effect from January 1, 2013, through December 31, 2015, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least 90 days prior to any expiration or modification date of its desire to terminate or modify such agreement.

**ARTICLE 22. APPROVAL**

This Agreement, entered into between Clark County, the Clark County Prosecuting Attorney's Office, and the Clark County Prosecutors Guild was formally signed and approved on the 18<sup>th</sup> day of DECEMBER, 2012.

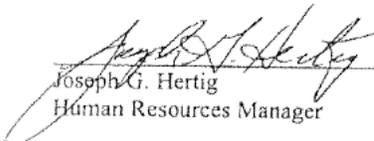
**BOARD OF CLARK COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Marc Boldt, Chair

**CLARK COUNTY**

  
\_\_\_\_\_  
Francine Reis  
Human Resources Director

1/2/2013  
Date

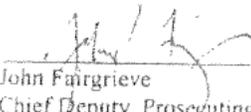
  
\_\_\_\_\_  
Joseph G. Hertig  
Human Resources Manager

1/2/13  
Date

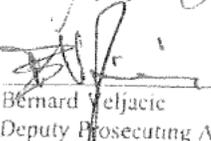
**PROSECUTING ATTORNEY**

  
\_\_\_\_\_  
Tony Golik  
Prosecuting Attorney

1/3/13  
Date

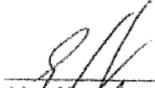
  
\_\_\_\_\_  
John Fairgrieve  
Chief Deputy, Prosecuting Attorney

1/3/13  
Date

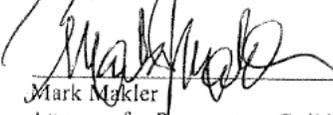
  
\_\_\_\_\_  
Bernard Veljaic  
Deputy Prosecuting Attorney II

1/3/13  
Date

**CLARK COUNTY PROSECUTORS GUILD (CCPG)**

  
\_\_\_\_\_  
Alan Harney  
President, CCPG

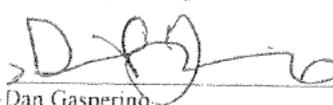
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Mark Makler  
Attorney for Prosecutors Guild (CCPG)

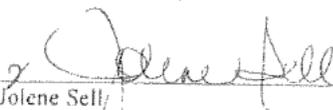
02/20/13  
Date

  
\_\_\_\_\_  
Erin Culver  
CCPG Negotiating Team

1/15/2013  
Date

  
\_\_\_\_\_  
Dan Gasperino  
CCPG Negotiating Team

1/15/2013  
Date

  
\_\_\_\_\_  
Jolene Sell  
CCPG Negotiating Team

1/15/13  
Date

## EXHIBIT A

### 2013 through 2015 Salary Schedule (Per Month)

	Top Step	1	2	3	4	5
DPA I	6618	4732	5146	5596	6086	6618

	Top Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
DPA II	9528	6578	6742	6911	7084	7261	7443	7629	7820	8016	8216	8421	8632	8848	9069	9296	9528

	Top Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
SR DPA	10536	7273	7455	7641	7832	8028	8229	8435	8646	8862	9084	9311	9544	9783	10028	10279	10536

# Appendix A

## II. OFFICE OPERATIONS.

A. Hours of Operation. The Clark County Prosecuting Attorney's Office is required to be open to the public between 8:00 a.m. and 5:00 p.m. on normal workdays. The work schedules of attorneys should be consistent with these hours as well as the needs of the public and the courts.

B. Support Staff Overtime, Comp and Flex Time. Overtime for non-exempt employees is a function of contract and the HR Policy Manual and must be approved in advance by the Office Administrator. This requirement shall be considered by Team Leaders when scheduling and prioritizing the work of the teams.

C. Attorney Staff and Investigators. The Prosecuting Attorney recognizes that attorneys are considered exempt employees for purposes of FLSA and the Minimum Wage Act. However, attorneys in the Criminal Division often work many hours in excess of normal hours of operation to prepare cases. Because of this fact, the Prosecuting Attorney encourages these employees to use flex time pursuant to the following guidelines:

1. Flex time should approximate the excess time worked. Flex time must be taken as soon as possible after the trial or event for which the extra hours were worked.

2. Flex time must be pre-approved by the Team Leader so as to ensure there is coverage for the team's responsibilities.

3. The attorney exercising flex time shall notify the Team Leader before leaving and shall advise where they can be reached in an emergency, if that is feasible. Further, as soon as practicable, the attorney shall enter their flex time on the PA Leave Calendar maintained on Outlook.

D. Earned Time Off, i.e., Vacation/Comp. Time. The Prosecuting Attorney encourages attorneys to take earned time off. All earned time off must be pre-approved by the employee's immediate supervisor. The attorney shall coordinate coverage with his/her Team Leader. Earned time off shall be recorded by entering the time off as soon as practicable in the PA Leave Calendar maintained on Outlook.

E. Business Travel. Employee overnight business travel expenses require advance approval and will be reimbursed pursuant to the Clark County Reimbursement for Travel and Business Expense policy. Employees are required to carpool and share accommodations whenever feasible to minimize expenditure of taxpayers' money.

F. Leave. Leave is available to Criminal Division personnel pursuant to the HR policy manual. All leave time shall be pre-approved when feasible. These absences, if feasible, shall be logged into the Vacation/Leave Calendar before departure. Otherwise, they shall be immediately logged upon return to the office.

# Appendix B

**MEMORANDUM OF AGREEMENT**  
*Between*  
**CLARK COUNTY, WASHINGTON**  
*And*  
**CLARK COUNTY PROSECUTING ATTORNEYS' GUILD (CCPG)**

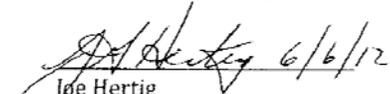
**REGARDING SIGNING BONUS, COLAS, HEALTHCARE COMMITTEE MEMBERSHIP  
AND CONTRIBUTIONS TO MEDICAL BENEFITS**

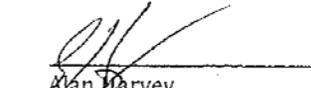
This MOA reflects the agreement reached between the parties on May 11, 2012 during mediation.

1. \$1200.00 signing bonus for current employees (pro-rated for part-time and partial year employees) to cover the period January 1, 2011 to June 15, 2011.
2. For the 2011 wage increase, a 2.0% COLA retroactive to June 16, 2011 for current employees (pro-rated for part-time and partial year employees).
3. For the 2012 wage increase, a 2.0% COLA retroactive to January 1, 2012 for current employees (pro-rated for part-time employees).
4. Effective June 1, 2012 and for the remaining benefit year ending on December 31, 2012, the parties agree to a 95% County/5% CCPG member premium payment split on medical/dental benefits.
5. Effective June 1, 2012 the Guild will have two voting members on the County's Multi-party Healthcare Committee.
6. 1-1-13 implementation of results of Health Care Committee.
7. The Guild agrees to withdraw the ULP scheduled for hearing June 8, 2012.
8. The parties agree to schedule three bargaining sessions to meet before July 31, 2012 to continue negotiations on the remaining economic issues for 2012 and wage adjustment for 2013.
9. Absent agreement by July 31, 2012, the parties agree to move to mediation in August 2012.

  
Francine Reis  
Human Resources Director

  
Sean Lemoine,  
Attorney for the Guild

  
Joe Hertig  
Human Resources Manager

  
Alan Harvey  
Guild President

 Revised 4:00 p.m. 6/6/12