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2014 - 2017

AGREEMENT BETWEEN

CLALLAM COUNTY, WASHINGTON

AND

THE CLALLAM COUNTY PROSECUTING ATTORNEY

AND

THE CLALLAM COUNTY PROSECUTORS' ASSOCIATION

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PREAMBLE

The parties to this agreement are the Prosecuting Attorney for Clallam County, Clallam County (a political subdivision of the State of Washington, hereinafter "County" or "Employer") and The Clallam County Prosecutors' Association (hereinafter "Association").

This Agreement sets forth certain matters related to the working conditions and compensation of deputy prosecuting attorneys. The terms of this Agreement are subject to the authority vested in, and limitations upon, the Board of Commissioners and Prosecuting Attorney by the Constitution and laws of the State of Washington and the County Charter.

With the understanding set forth in this Preamble, which is contractual, and in furtherance of the goals of positive employer/employee relations, IT IS AGREED:

ARTICLE 1: RECOGNITION

The County and the Prosecuting Attorney recognize the Association as the sole and exclusive representative of employees in the classifications of Deputy Prosecutor I, Deputy Prosecutor II, Deputy Prosecutor III, Chief Civil Deputy and Chief Criminal Deputy, excluding the Chief Deputy, for the purpose of establishing wages and benefits under Washington's applicable public sector collective bargaining laws. All covered classifications are hereinafter referred to as "Deputy Prosecuting Attorney" and "employee".

ARTICLE 2: ASSOCIATION SECURITY

2.1 Membership.

Membership or non-membership in the Association shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee, who as of the date of execution of this Agreement has chosen, or hereafter and during the term of this Agreement chooses to belong to the Association, shall, commencing with the date of execution of this Agreement, be eligible to maintain membership, and any such employee shall be entitled to withdraw from membership in this Association by giving of written notice to the Association and the Clallam Director of Human Resources and Risk Management. The rights of non-association of employees are hereby guaranteed.

Regardless of an employee's individual choice with respect to membership or affiliation, the Association shall be the exclusive representative of the employee for all matters concerning employment.

2.2 New Employees.

The County agrees to furnish each new employee in the bargaining unit with a copy of the collective bargaining agreement at the commencement of employment as part of the orientation process at no cost to the employee or the Association.

ARTICLE 3: MANAGEMENT RIGHTS

The Association recognizes that the Prosecuting Attorney is an elected, constitutional officer of the State of Washington; and recognizes the prerogatives of the Prosecuting Attorney to operate and manage the affairs of the Office of the Prosecuting Attorney in all respects in accordance with the laws of the State of Washington, applicable law and County policies, and the responsibilities and accountabilities of the Office, except as otherwise specifically limited by the expressed terms of this agreement.

The Prosecuting Attorney retains all the customary, usual and exclusive rights, decision making authority, prerogatives and functions connected with or in any way incidental to the Prosecuting Attorney's responsibility and right to manage the affairs of the Prosecuting Attorney's Office consistent with the terms of this Agreement. The County and the Prosecuting Attorney shall have no obligation to bargain with the Association with respect to the exercise of management rights and the exercise of discretion and decision-making with regard thereto.

The parties recognize the County and the Prosecuting Attorney's right to properly determine that Deputy Prosecuting Attorneys are licensed professionals employed in FLSA exempt positions and shall be paid on a "salary basis." The parties recognize that Deputy Prosecuting Attorneys routinely must exercise independent judgment in matters of significance within such constraints, policies and direction as the Prosecuting Attorney may determine, and consistent with the ethical obligations of lawyers. Deputy Prosecuting Attorneys serve in an attorney-client relationship with Clallam County and/or the State of Washington, serve as "at-will" employees at the pleasure of the Prosecuting Attorney, act for and in the place of the elected Prosecuting Attorney, and are deemed essential personnel in the application of Clallam County operational and administrative policies.

Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the Prosecuting Attorney and/or the County, as the case may be, shall include the following:

A. To determine the services to be rendered to the citizens of the County and in Court.

B. To determine and to follow the County's and the State of Washington's financial, budgetary and accounting procedures.

C. To direct and supervise all operations, functions and policies of the Prosecuting Attorney's Office, and to determine the requirements of facilities and operations in which the employees in the bargaining unit are employed, and such other operations, functions and policies in the remainder of the County as may affect employees in the bargaining unit.

D. To manage and direct the work force, including, but not limited to, the right to determine the place and time to report for work; to determine methods, processes and manner of performing work; the right to introduce new duties within the unit; the right to hire, promote and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention in the present pay range, or should their work habits or productivity not justify retention in the present pay range; the right to lay off; the right to abolish positions or reorganize the departments; the right to determine schedules of work and regular hours of work when the office is open and employees are expected to be present; the right to purchase, dispose of and assign equipment or supplies; and the right to demote or terminate the employment of an employee for good and sufficient cause as determined by the Prosecuting Attorney in the Prosecuting Attorney's judgment and discretion.

E. To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.

F. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment and appearance.

G. To implement new, revise and discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

H. To contract or subcontract work as may be determined appropriate by the Prosecuting Attorney without further bargaining, where the work to be transferred from the bargaining unit is performed by a Special Prosecutor, a visiting Prosecuting Attorney, or an Assistant Attorney General.

I. To determine the need for and the qualifications of new employees and promotions.

The subjects covered by the terms of this Agreement and any subject which was or might have been raised in bargaining are closed to further bargaining for the term hereof.

ARTICLE 4: BENEFITS

4.1 Health Insurance.

The insurance benefits selected by the Association with 2014 premium rates are:

A.	Teamsters Health Plan C		$785.01
B.	Dental Plan B		$87.50
C.	Teamsters Vision Care		$14.90
		TOTAL	$887.41

2014 County Premium Cap	$720.00
2014 Employee Paid Amount	$167.41

The amount of the County Paid insurance premium cap described in this Article shall increase ten dollars ($10) per year, or the amount of increase established for the County non-represented employees, whichever is greater. The bargaining unit can select plans and benefits from among those made available by the trust subject to applicable insurance plan and benefits trust restrictions, if any, and the employee premium amount will be adjusted accordingly.

4.2 Deferred Compensation.

The County shall continue to make the 401(a) deferred compensation contribution (currently 2% paid by the County with no match required from the employee; plus any payroll deduction made per the employee's one time election), which is in addition to rights to defer compensation into the section 457(b) plan available to County employees, as provided for by the plan documents.

4.3 Other Insurance.

The County makes available to employees Long Term Disability, Life Insurance & ADD ($50,000 benefit) with individually rated premiums for LTD, and an election must be made to enroll by the bargaining unit as a whole. As of the date of this Agreement, the bargaining unit has elected not to enroll in these insurance protections. In the event the bargaining unit elects to enroll in the Group Sun Life (or successor benefit provider) life, AD&D and LTD benefit plans it must do so in compliance with the trust rules and terms of benefit plan documents. In such event the enrollment shall occur without further bargaining during the term of this Agreement, the County cap will be increased ten dollars ($10) as the County's uniform contribution for life insurance coverage, and each employee's premium share will be adjusted to include the full cost of LTD coverage and the balance of premium due for other Sun Life (or successor benefit provider) insurance benefits.

4.4 Other Benefits.

Employees shall be afforded holiday, vacation and sick leave as established by County policy as established and revised periodically by the County for non-represented, exempt employees. If a benefit is reduced below the level in effect on the date this Agreement is ratified, the County must bargain concerning the impacts of the change.

ARTICLE 5: WAGES AND HOURS

5.1 Hours of Work.

Employees shall be compensated as salaried, professional employees who determine their hours of work outside of the regular hours when the Prosecuting Attorney's Office is open to the public and do so based on professional requirements and responsibilities dictated by caseload and their professional responsibilities with regard thereto.

5.2 Salary and Merit Adjustments.

The Deputy Prosecuting Attorneys' salary shall be set in accordance with the following pay scale, which is based upon a percentage of the Prosecuting Attorney's salary as now or hereafter adjusted:

Chief Criminal Deputy Prosecutor	75%
Chief Civil Deputy Prosecutor	75%
Deputy Prosecutor Step 8	68%
Deputy Prosecutor Step 7	65%
Deputy Prosecutor Step 6	62%
Deputy Prosecutor Step 5	59%
Deputy Prosecutor Step 4	56%
Deputy Prosecutor Step 3	53%
Deputy Prosecutor Step 2	50%
Deputy Prosecutor Step 1	48%

Salary step placement for Deputy Prosecutor classification is as follows:

Deputy Prosecutor I	Steps 1, 2 or 3
Deputy Prosecutor II	Steps 3, 4, 5 or 6
Deputy Prosecutor III	Steps 6, 7 or 8

Salaries effective for 2014 are set forth in Appendix A attached to this Agreement. The Prosecuting Attorney may fix and adjust any Deputy Prosecuting Attorney's salary within the steps authorized for the classification based on merit. A Deputy Prosecuting Attorney shall not be advanced in pay by more than one step designated in this Article for the Deputy's classification within any twelve (12) month period unless written concurrence of the Director of Human Resources and the Board of Commissioners is

obtained. This Agreement shall not restrict the ability of the Prosecuting Attorney to promote and demote Deputy Prosecutors among the classifications of Deputy Prosecutor I, Deputy Prosecutor II and Deputy Prosecutor III and Chief Criminal/Civil Deputy Prosecutor.

The parties recognize the amount of monthly salary paid in consideration of work performed by Deputy Prosecuting Attorneys constitutes a mandatory subject of bargaining that cannot be reduced without bargaining. The parties intend that the Prosecuting Attorney will administer this Article in a manner that is within the Clallam County Budget, or the budget as amended by the Board in accordance with applicable law, and this Article shall not be construed otherwise.

ARTICLE 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The parties desire to provide a measure of economic security consistent with the "at will" status of bargaining unit members whose continued employment is subject to the discretion and preferences of the elected Prosecuting Attorney whose decisions may be based on factors unrelated in any way to the merit and job performance of a particular attorney. Except as otherwise provided in this Agreement and excluding any County policy inconsistent with the Preamble, Article 1, and Article 3 of this Agreement, conditions of employment as specified in the County's personnel policies shall apply to employees of the bargaining unit. Nothing in this Agreement is intended to reduce the rights of employees established by the constitution and laws of the United States and the State of Washington, and the Charter and ordinances of Clallam County except as explicitly stated herein.

In the event a Deputy Prosecuting Attorney's County employment terminates as defined in this Article, the County shall offer the employee a severance agreement including a broad release of liability in a form acceptable to the County, which shall include at a minimum the following consideration:

A. The cash value of three (3) months salary based on the employee's salary rate in effect on the last day of employment.

B. The employee shall be eligible to seek reimbursement of health insurance premium expenses incurred by the employee for post-County-employment health insurance coverage whether under COBRA or otherwise, for up to three (3) months of coverage at a cost which shall not exceed three times the amount which the County contributes to medical, dental and vision coverage premiums at the date of job separation. Upon receipt of evidence that the premium costs were incurred and paid, the County will reimburse the employee on a non-taxable and non-reportable basis as authorized under the laws in effect in 2014.

"Terminates" as this term is used in this Article to define severance entitlement will be found and results solely from the Prosecuting Attorney's exercise of "at will" discretion to end the attorney's employment under circumstances not supported by documentation of reasonable cause, which documentation demonstrates deficiencies in job performance, conduct and/or attendance.

ARTICLE 7: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County and the Prosecuting Attorney shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement, except as otherwise specified in this Agreement.

ARTICLE 8: SAVINGS CLAUSE

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to 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.

ARTICLE 9: TERM OF AGREEMENT

This Agreement shall be effective on the first day of January 2014 following ratification by the parties unless otherwise provided herein, and shall remain in full force and effect until the 31st day of December 2017 and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than June 1 that it wishes to modify the contract for any reason.

The contract shall remain in full force and effect during the period of negotiations of a successor agreement. During the term of this Agreement the parties may re-open economic terms established by this Agreement if adjustments are appropriate in order to maintain competitiveness necessary to attract and retain qualified career prosecutors.

APPENDIX A

Effective 1-1-2014 Deputy Prosecutor Salary Schedule

Prosecutor	100%	10608.49
Chief Deputy	80%	8486.79
Chief Civil	75%	7956.37
Chief Criminal	75%	7956.37
Step 8	68%	7213.77
Step 7	65%	6895.52
Step 6	62%	6577.26
Step 5	59%	6259.01
Step 4	56%	5940.75
Step 3	53%	5622.50
Step 2	50%	5304.25
Step 1	48%	5092.08

Effective 9-1-2014 Deputy Prosecutor Salary Schedule

Prosecutor	100%	10798.25
Chief Deputy	80%	8638.60
Chief Civil	75%	8098.69
Chief Criminal	75%	8098.69
Step 8	68%	7342.81
Step 7	65%	7018.86
Step 6	62%	6694.92
Step 5	59%	6370.97
Step 4	56%	6047.02
Step 3	53%	5723.07
Step 2	50%	5399.13
Step 1	48%	5183.16

Executed by the parties on the dates set forth below, to be effective on and after January 1, 2014.

CLALLAM COUNTY PROSECUTING ATTORNEYS' ASSOCIATION

By: Tracey L Lassus
Tracey Lassus, Representative
Dated: 12-13-13

By:
Brian Wendt, Representative
Dated: 12/13/2013

CLALLAM COUNTY PROSECUTING ATTORNEY

By: Deborah S Kelly
Deborah Kelly, Prosecuting Attorney
Dated: 12-18-13

CLALLAM COUNTY BOARD OF COMMISSIONERS

By:
Michael C. Chapman, Chair

By: voted "no"
Howard V. Doherty, Jr.

By: J McEntire
Jim McEntire

ATTEST:

By: Trish Holden
Trish Holden, Clerk of the Board
CMC