

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY,**  
**KITSAP COUNTY OFFICE OF THE PROSECUTING ATTORNEY**  
**And the**  
**KITSAP COUNTY PROSECUTING ATTORNEY GUILD**


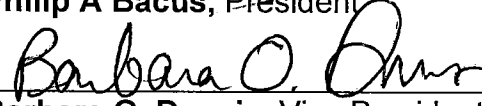
**KC-109-19-A**

**RE: Timothy Lewis Annual Leave Accrual Rates**

The parties, Kitsap County (County) and Kitsap County Office of the Prosecuting Attorney and the Kitsap County Prosecuting Attorney Guild (Guild), having bargained in good faith, mutually agree to the following:


1. As a recruitment incentive, Timothy Lewis will accrue 16.67 hours of annual leave per month or 25 days per year, beginning in September 2019.
2. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

**KITSAP COUNTY DEPUTY PROSECUTING  
ATTORNEY GUILD**

	11/18/19 Date
Philip A Bacus, President	
	11/15/19 Date
Barbara O. Dennis, Vice President	

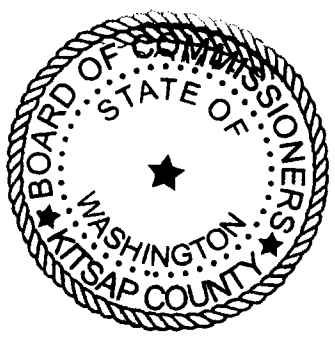
DATED this 19<sup>th</sup> day of November 2019.

**KITSAP COUNTY PROSECUTING ATTORNEY**

  
\_\_\_\_\_  
Chad Enright, Prosecuting Attorney

DATED this 9<sup>th</sup> day of December 2019.

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**



*E E Wolfe*  
EDWARD E. WOLFE, Chair

*Charlotte Garrido*  
CHARLOTTE GARRIDO, Commissioner

*Robert Gelder*  
ROBERT GELDER, Commissioner

ATTEST:  
*Dana Daniels*  
Dana Daniels, Clerk of the Board

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT  
By and Between  
KITSAP COUNTY,  
KITSAP COUNTY OFFICE OF THE PROSECUTING ATTORNEY  
And the  
KITSAP COUNTY PROSECUTING ATTORNEY GUILD**

**KC-109-19-B**

**RE: Medical Waiver Incentive**

The parties, Kitsap County (County) and Kitsap County Office of the Prosecuting Attorney and the Kitsap County Prosecuting Attorney Guild (Guild), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-109-19 (hereinafter CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter.

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**ARTICLE II. – ECONOMICS, HOURS, INSURANCE**

*[A-D omitted]*

**Section E Insurance**

The parties agree to participate in a Joint Labor-Management Medical Benefits Committee during the life of this Agreement.

**Health and Welfare Benefits**

The County will make contributions in the amounts listed below for funding, providing, and maintaining insured medical and dental benefits and life insurance coverage, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.

*[1.a-1.b omitted]*

- c. Waiver of Medical Coverage:
  - i. Regular, full-time employees who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred and fifty dollars ~~(\$150.00) dollar (\$100.00)~~ per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan. Full-time employees who waive coverage to participate in Medicare are not eligible to receive the waiver-incentive premium

pursuant to 42 CFR Section 411.103.

- ii. Regular part-time employees may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month. For coverage effective January 1, 2020, this pro-ration will be one hundred dollars (\$100) per month. ~~pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65.~~ Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment. Regular, part-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive premium, under federal regulations (See 42 CFR Section 411.103).

[1.d.-e; 2-9 omitted]

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

3. Except as expressly provided herein, this Amendment shall be effective January 1, 2020.

**KITSAP COUNTY DEPUTY PROSECUTING ATTORNEY GUILD**

Philip A. Bacus, President	Date
<u>Barbara O. Dennis</u>	<u>3/3/2020</u>
Barbara O. Dennis, Vice President	Date

DATED this 23<sup>rd</sup> day of March 2020.



**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

<u>Charlotte Garrido</u>
CHARLOTTE GARRIDO, Chair
<u>Robert Gelder</u>
ROBERT GELDER, Commissioner
<u>E.E. Wolfe</u>
EDWARD E. WOLFE, Commissioner

ATTEST:

Dana Daniels  
Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY,**  
**KITSAP COUNTY OFFICE OF THE PROSECUTING ATTORNEY**  
**And the**  
**KITSAP COUNTY PROSECUTING ATTORNEY GUILD**

**KC-109-19-C**

**RE: 2020 Wage Reopener**


In the current collective bargaining agreement between the parties, Article II, Economics, Hours, Insurance, Section B Wage Adjustments, Subparagraph 6, the parties, Kitsap County (County) and Kitsap County Office of the Prosecuting Attorney and the Kitsap County Prosecuting Attorney Guild (Guild), agreed to reopen the current collective bargaining agreement to conduct a joint salary review. The parties have conducted that review and mutually agree as follows:

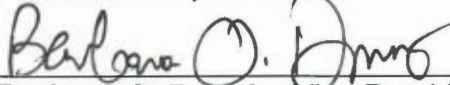
1. The following market adjustments will be effective the first full pay period in January 2021:
  - a. Attorney 1: Equivalent of C1: hire steps will be Steps 6, 7 and 8. Attorneys will be hired at Step 6, 7 or 8, depending on their experience. Employees will progress to the next higher step after six months of service and continue to progress every six months through the Attorney 1 steps. After 6 months of service at Step 8, the employee will automatically promote to Attorney 2, Step 1.
  - b. Attorney 2: Salary grade change from the equivalent of C5 to D1
  - c. Attorney 3: Salary grade change from the equivalent of D2 to D3
2. The ranges are set forth in Appendix A to this contract amendment.
3. Attorneys 1 will move as follows:
  - Attorneys on Step 1 will be placed on Step 6
  - Attorneys on Step 2 will be placed on Step 7
  - Attorneys on Step 3 will be placed on Step 8

Other employees will move to the first step in the new range that does not provide a decrease in pay. All employees will receive their regular step increase on their anniversary date.

4. These market adjustments shall be separate and in addition to any and all compensation increases the parties negotiate as part of general negotiations for a successor agreement that will be effective January 1, 2021. If a general wage adjustment is provided to any non-interest arbitration eligible bargaining unit for 2021, the County will provide that same increase to the employees covered under this collective bargaining agreement.
4. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

**KITSAP COUNTY DEPUTY PROSECUTING  
ATTORNEY GUILD**

  
Phil A Bacus, President 10/29/2020  
Date

  
Barbara O. Dennis, Vice President 10/29/2020  
Date

DATED this 3<sup>rd</sup> day of November 2020.

**KITSAP COUNTY PROSECUTING ATTORNEY**

  
Chad Enright, Prosecuting Attorney

DATED this 23 day of NOVEMBER 2020.

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**



*Charlotte Garrido*

CHARLOTTE GARRIDO, Chair

*Robert Gelder*

ROBERT GELDER, Commissioner

*E. E. Wolfe*

EDWARD E. WOLFE, Commissioner

ATTEST:

*Dana Daniels*

Dana Daniels, Clerk of the Board

## Appendix A Salary Schedule

		Eff 1/4/2021														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15*
<b>Pay Grade: Q01 (equivalent of C1)</b>																
<b>Job Type</b>	<b>Description</b>															
LC1QCY	Attorney 1	\$ 64,147.20	\$ 65,748.80	\$ 67,392.00			\$72,571.20	\$74,380.80	\$76,232.00							
		\$30.84	\$31.61	\$32.40			\$34.89	\$35.76	\$36.65							

		Eff 1/4/2021														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15*
<b>Current</b>																
<b>Pay Grade: Q02 (equivalent of C5)</b>																
<b>Job Type</b>	<b>Description</b>															
LC2QCY	Attorney 2	\$78,520.00	\$80,475.20	\$82,492.80	\$84,552.00	\$86,673.60	\$88,836.80	\$91,062.40	\$93,329.60	\$95,659.20	\$98,051.20	\$100,505.60	\$103,022.40	\$105,601.60	\$108,243.20	\$110,947.20
		\$37.75	\$38.69	\$39.66	\$40.65	\$41.67	\$42.71	\$43.78	\$44.87	\$45.99	\$47.14	\$48.32	\$49.53	\$50.77	\$52.04	\$53.34

		Eff 1/4/2021														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15*
<b>Effective January 4, 2021:</b>																
<b>Pay Grade: Q02 (equivalent of D1)</b>																
<b>Job Type</b>	<b>Description</b>															
LC2QCY	Attorney 2	\$85,737.60	\$87,880.00	\$90,084.80	\$92,331.20	\$94,640.00	\$97,011.20	\$99,444.80	\$101,940.80	\$104,499.20	\$107,120.00	\$109,803.20	\$112,548.80	\$115,356.80	\$118,248.00	\$121,201.60
		\$41.22	\$42.25	\$43.31	\$44.39	\$45.50	\$46.64	\$47.81	\$49.01	\$50.24	\$51.50	\$52.79	\$54.11	\$55.46	\$56.85	\$58.27

		Eff 1/4/2021														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15*
<b>Current:</b>																
<b>Pay Grade: Q03 (equivalent of D2)</b>																
<b>Job Type</b>	<b>Description</b>															
LC3QDY	Attorney 3	\$89,336.00	\$91,561.60	\$93,849.60	\$96,200.00	\$98,612.80	\$101,088.00	\$103,625.60	\$106,225.60	\$108,888.00	\$111,312.80	\$114,400.00	\$117,270.40	\$120,203.20	\$123,198.40	\$126,276.80
		\$42.95	\$44.02	\$45.12	\$46.25	\$47.41	\$48.60	\$49.82	\$51.07	\$52.35	\$53.66	\$55.00	\$56.38	\$57.79	\$59.23	\$60.71

\* Attorney 3 (LC3QDY) Grade Q03/Step 16 = \$62.23/hour (\$129438.40 annually)

		Eff 1/4/2021														
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15*
<b>Effective January 4, 2021</b>																
<b>Pay Grade: Q03 (equivalent of D3)</b>																
<b>Job Type</b>	<b>Description</b>															
LC3QDY	Attorney 3	\$92,934.40	\$95,264.00	\$97,656.00	\$100,089.60	\$102,585.60	\$105,144.00	\$107,764.80	\$110,468.80	\$113,235.20	\$116,064.00	\$118,976.00	\$121,950.40	\$125,008.00	\$128,128.00	\$131,331.20
		\$44.68	\$45.80	\$46.95	\$48.12	\$49.32	\$50.55	\$51.81	\$53.11	\$54.44	\$55.80	\$57.20	\$58.63	\$60.10	\$61.60	\$63.14

\* Attorney 3 (LC3QDY) Grade Q03/Step 16 = \$64.72/hour (\$134,614.48 annually)



**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
KITSAP COUNTY  
And  
KITSAP COUNTY OFFICE OF THE PROSECUTING ATTORNEY  
And the  
KITSAP COUNTY PROSECUTING ATTORNEY GUILD**

**KC-109-19-D**


This COLLECTIVE BARGAINING AGREEMENT AMENDMENT is made and entered into between Kitsap County (hereinafter referred to as the "Employer"), the Kitsap County Office of the Prosecuting Attorney, and the Kitsap County Prosecuting Attorney Guild.

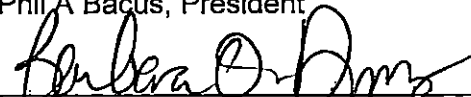
The parties mutually agree that their 2019-2020 Collective Bargaining Agreement, KC-109-19 (CBA), shall be amended as follows:

1. The term of the CBA is extended through December 31, 2021.
2. There will be no general wage adjustment for 2021. There is a market adjustment that is effective January 4, 2021 (the first full pay period in January 2021, pursuant to KC-109-19-C.
3. Medical insurance contributions shall remain as provided in Article II, Section H of the CBA. This shall result in no increase to employee medical insurance contributions in 2021. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter, unless otherwise agreed.
4. Negotiations for a successor agreement to contract KC-109-19 shall be scheduled by the parties no later than September 1, 2021.
5. Step increases set forth in Appendix B shall proceed unless the employee's supervisor notes the employee does not meet standards before the date of the scheduled step increase.
6. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-109-19) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect.

Upon execution by all parties, this amendment is effective January 1, 2021.


**KITSAP COUNTY DEPUTY PROSECUTING  
ATTORNEY GUILD**

  
Phil A. Bacus, President 12/7/20  
Date

  
Barbara O. Dennis, Vice President 12/7/2020  
Date

DATED this 7<sup>th</sup> day of December, 2020

**KITSAP COUNTY PROSECUTING ATTORNEY**

  
Chad Enright, Prosecuting Attorney

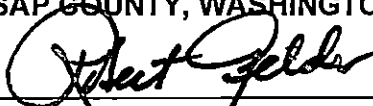
DATED this 11 day of JANUARY, 2021





Attest:

  
Dana Daniels, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

  
ROBERT GELDER, Chair

  
EDWARD E. WOLFE, Commissioner

  
CHARLOTTE GARRIDO, Commissioner

**MEMORANDUM OF UNDERSTANDING**

**By and Between  
KITSAP COUNTY,  
and the  
KITSAP COUNTY PROSECUTING ATTORNEY GUILD**

**KC-109-19-E**

**RE: 2022 Health & Welfare Benefits Pending Negotiations**

This Agreement is made by and between Kitsap County (County) and Kitsap County Office of the Prosecuting Attorney and the Kitsap County Prosecuting Attorney Guild (Guild). The parties mutually agree as follows:

Whereas, the current collective bargaining agreement, KC-109-19-E between the parties, Kitsap County (County) and Kitsap County Prosecuting Attorney Guild (Guild), expires December 31, 2021. The parties are currently engaged in bargaining for 2022 health and welfare benefits; and

Whereas, in order to comply with regulations regarding IBNR (incurred but not reported) reserves and ensure sustainable medical plan funding, the County is conducting an actuarial review and evaluation of existing rate structures and premium sharing. Based on the results of the actuarial review, the rate structure for all health benefits will be adjusted as recommended by the actuary.

Therefore, during the pendency of the actuarial review process and contractual negotiations, the parties agree to the following provisions regarding health and welfare benefits. This Agreement does not alter the terms of the underlying agreement or the obligation of both parties to bargain for 2022 health and welfare benefits as part of new collective bargaining agreement.

1. As allowed by RCW 41.56.123, the parties will temporarily suspend the language of the collective bargaining agreement which provides for a proportional increase in County and employee monthly contributions toward medical coverage for 2022. There will be no increase to employee medical insurance contributions for 2022 pending completion of the actuarial review and execution of a 2022 and beyond successor agreement.
2. By entering into this Agreement, the parties are not altering or modifying any contractual language. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-109-19-E) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect. The terms of this Agreement are limited to addressing this situation and will not establish a precedent or practice.

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KITSAP COUNTY DEPUTY PROSECUTING ATTORNEY GUILD

*Philip A. Bacus*  
Philip A. Bacus, President Date

*Barbara O. Dennis* 11/22/2021  
Barbara O. Dennis, Vice President Date

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

KITSAP COUNTY PROSECUTING ATTORNEY

*Chad Enright* 11/22/21  
Chad Enright, Prosecuting Attorney Date

DATED this 10TH day of December, 2021.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

*Robert Gelder*  
ROBERT GELDER, Chair  
NOT PRESENT

Attest:

*Dana Daniels*  
Dana Daniels, Clerk of the Board

EDWARD E. WOLFE, Commissioner  
*Charlotte Garrido*  
CHARLOTTE GARRIDO, Commissioner

