



**AGREEMENT BETWEEN KITSAP COUNTY
OFFICE OF PROSECUTING ATTORNEY**

AND

**KITSAP COUNTY PROSECUTING ATTORNEY
GUILD**

KC-109-19

JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

TABLE OF CONTENTS

**AGREEMENT BETWEEN KITSAP COUNTY
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***ARTICLE I. RIGHTS OF THE PARTIES*..... 4**

 Section A Guild Recognition 4

 Section B Guild Membership..... 4

 Section C Guild/Employer/Kitsap County Relations..... 4

 Section D Rights of Management..... 4

 Section E Definitions 5

 Section F Non-Discrimination..... 6

 Section G Work Stoppages and Employer Protection..... 6

 Section H Discipline and Termination 6

 Section I Pay Periods and Payroll Direct Deposit 7

 Section J Professional Responsibility 7

 Section K Guild Activities..... 7

 Section L Layoffs and Recall Procedures 8

 Section M Grievance Procedure 9

 Section N Commute Trip Reduction 13

 Section O Labor Management Committee..... 13

***ARTICLE II. ECONOMICS, HOURS, INSURANCE* 13**

 Section A Salary Steps and Evaluations 13

 Section B Wage Adjustments..... 13

 Section C Hours of Work 14

 Section D Longevity Bonus..... 14

 Section E Insurance..... 15

 Section F Continuing Legal Education..... 18

 Section G Court Sanctions 18

 Section H Bar Dues 18

 Section I Mileage Reimbursement..... 18

 Section J Indemnification 18

Section K	Direct Paycheck Deposit	18
Section L	Promotions.....	18
ARTICLE III.	LEAVE SCHEDULES AND ACCRUALS.....	19
Section A	Holidays.....	19
Section B	Annual Leave	19
Section C	Sick Leave	20
Section D	Bereavement Leave	22
Section E	Civil Leave	22
Section F	Leave of Absence Without Pay	22
Section G	Family and Medical Leave	23
Section H	Professional Conduct Time.....	23
Section I	Probable Cause Duty Pay.....	24
Section J	After Hours On-Call Duty.....	24
ARTICLE IV.	MISCELLANEOUS.....	24
Section A	Warranty of Authority	24
Section B	Supremacy and Extra Agreements.....	24
Section C	Savings Clause	24
Section D	Entire Agreement Clause	25
Section E	Duration.....	25
APPENDIX A	- SALARY SCHEDULE.....	27
APPENDIX B	- KITSAP COUNTY PROSECUTING ATTORNEY'S OFFICE SALARY SCHEDULE POLICY	28

**AGREEMENT BETWEEN KITSAP COUNTY
OFFICE OF PROSECUTING ATTORNEY
AND
KITSAP COUNTY PROSECUTING ATTORNEY GUILD**

KC-109-19

These Articles constitute an Agreement between Kitsap County, the Kitsap County Prosecuting Attorney (hereinafter referred to as the "Employer") and the Kitsap County Prosecuting Attorney Guild (hereinafter referred to as the "Guild").

ARTICLE I. RIGHTS OF THE PARTIES

Section A Guild Recognition

The Employer and Kitsap County recognize the Kitsap County Prosecuting Attorney Guild as the exclusive bargaining representative of all full-time and any regular part-time deputy prosecutors in the Adult and Juvenile Criminal Divisions and the Child Support Division of the Kitsap County Prosecutor's Office, excluding supervisors, interns, externs, and all other Employees of the Employer.

Section B Guild Membership

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Guild within thirty (30) days after the employee's date of hire.
2. The Guild will notify the County of its initiation fees and dues. Upon written authorization of an employee, the Employer will deduct monthly dues and assessments or fees from the salary of such employee and transmit such amount to the Guild.
3. An employee may revoke her or his authorization for payroll deduction of payments to the Guild by written notice to the Employer.
4. The Guild agrees to hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article I, Section B.

Section C Guild/Employer/Kitsap County Relations

All collective bargaining regarding wages, hours, and working conditions of employment shall be conducted by authorized representatives of the Guild, Kitsap County and Employer.

Section D Rights of Management

1. Except as otherwise expressly and specifically limited by the terms of this Agreement, Kitsap County retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with, or in any

way incidental to, its responsibilities to manage the affairs of Kitsap County or any part of Kitsap County. Except that no Employee shall knowingly be directed to work in a condition, location, or assignment which would constitute a hazard to the Employee's health or well being.

2. The management of the Prosecuting Attorney's Office and the direction of the work force are vested by state law exclusively in the Prosecuting Attorney or his/her designee. The Prosecuting Attorney has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in his/her judgment for its welfare, advancement, or best interests. Such management prerogatives shall include all matters not specifically limited by this Agreement. Any term and condition or employment not specifically set forth by this Agreement shall remain solely within the discretion of the Prosecuting Attorney.

Section E Definitions

1. "Prosecuting Attorney" means the elected Prosecuting Attorney of Kitsap County.
2. "Employer" means the Prosecuting Attorney of Kitsap County.
3. "Guild" means the Kitsap County Prosecuting Attorney Guild.
4. "Employee(s)" means the Deputy Prosecutor(s) in the Kitsap County Prosecutor's Office's Criminal and Family Support Divisions.
 - a. "Full-Time Employee" means an employee in the bargaining unit who is hired to work at least 40 hours per week.
 - b. "Regular Part-Time Employee" means an employee in the bargaining unit who is in a regular budgeted position and is hired to work a predetermined schedule of 40 hours or more in a two-week pay period but less than 80 hours (40 hour work week) in a two-week period. Regular part-time employees who are regularly assigned to work twenty (20) or more hours of work per week shall accrue and receive benefits.
5. "Guild Representative" means those members of the bargaining unit who have been designated to represent the Guild on matters referenced in this Agreement.
6. "Continuous Service" means length of service by an Employee in a regular position and begins on the first day of employment or rehire into a regular position (if the time between separation and rehire exceeds twelve (12) calendar months). Continuous service includes periods of authorized paid leaves. Continuous service date is adjusted based on unpaid calendar days for unpaid leave of over thirty (30) calendar days and time between separation and re-employment by Employer which does not exceed twelve (12) months. All benefits based on length of service shall be computed on the basis of continuous service.

7. Registered Domestic Partner (RDP): The domestic partner of a Kitsap County regular full-time or part-time employee who is registered in Washington State's Domestic Partner registry, consistent with its terms and conditions.

Section F Non-Discrimination

1. Neither the Employer, Guild, nor any Employee, shall unlawfully discriminate or retaliate against any Employee on the basis of race; color; religion; religious affiliation; creed; sex; gender identity or expression; marital status; national origin; ancestry; genetic information; age; sexual orientation; HIV status; honorably discharged veteran or military status; or sensory, mental or physical disabilities.
2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration, and shall not be construed to indicate the required sex of any Employee.
3. No Employee shall be discharged or unlawfully discriminated or retaliated against for engaging in lawful Guild activities, fulfilling duties as an officer in the Guild, serving on a Guild committee or member thereof, or exercising the Employee's rights as a Guild member or non-Guild member.

Section G Work Stoppages and Employer Protection

1. The Employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or any other interference with the Prosecuting Attorney's functions by Employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by any Employees in the bargaining unit shall be deemed a work stoppage if any of the above the activities have occurred.
2. Upon notification in writing by the Employer to the Guild that any of its members are engaged in such a work stoppage, the Guild shall immediately in writing order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In addition, if requested by the Employer, a responsible official of the Guild shall publicly order such Employee to cease engaging in a work stoppage.

Section H Discipline and Termination

In accordance with RCW 36.27.040, deputy prosecuting attorneys serve at the pleasure of the Prosecuting Attorney who, by law, is responsible for the acts of his/her deputies and may revoke their appointments at will. Accordingly, discipline or termination of Employees shall be at the sole discretion of the Employer and shall not be subject to the grievance procedures of this Article.

Section I Pay Periods and Payroll Direct Deposit

Employees shall be paid on a biweekly pay schedule. Employees shall receive their biweekly checks no later than the Friday following the close of the pay period.

All bargaining unit members shall use the automatic payroll deposit that the County provides by assigning this direct deposit of their biweekly paycheck to a financial institution of their choice. Note: Any out of state hardship(s) requiring a paper check will be addressed on an individual case basis.

Section J Professional Responsibility

The Employer and Guild expressly acknowledge and recognize the unique status of deputy prosecuting attorneys (deputies) as lawyers and as officers of the court. As such, deputies shall be and remain members in good standing of the Washington State Bar Association and shall - at all times comport themselves in conformity with their oath-based obligations and responsibilities, including those imposed by the Rules of Professional Conduct (RPC's). The parties acknowledge that deputy prosecuting attorneys are required under RPC 1.3 to act with reasonable diligence and promptness in representing the State of Washington. Further, the parties recognize the special obligations put on prosecuting attorneys in RPC 3.8. Nothing in this Agreement will ever be construed so as to interfere with, inhibit or otherwise affect the obligations and responsibilities of deputies as lawyers.

The parties recognize that the deputies have a duty to represent the interests of the people of the State of Washington and County by ensuring that offenders within the county are timely charged with crimes that accurately reflect the offending conduct, and further, by taking all steps necessary to ensure that the conduct is appropriately punished and to establish and enforce child support obligations. The parties acknowledge the duty of the deputies to work to achieve the goals of the Kitsap County Prosecutor's Office in "Pursuing Justice with Integrity and Respect."

The parties acknowledge that this duty must be met by deputy prosecuting attorneys without the benefit of the case load limits. Further, they recognize that under RCW 36.27.020, that this duty is met by deputy prosecuting attorneys without the benefit of contracting the prosecution of criminal cases to private attorneys.

Section K Guild Activities

1. The Employer agrees that on the Employer's premises, duly elected Employee representative of the Guild shall be allowed to:
 - a. Post Guild notices.
 - b. Distribute Guild literature, including appropriate electronic literature.
 - c. Transmit communications authorized by the local Guild or its officers to the Employer or his representative.
 - d. Consult with the Employer, his/her representatives, local Guild officers, or other Guild representatives concerning any provisions of this Agreement after first receiving the approval of the Employee's Chief Deputy or the

Employer as to the time of such consultation. It is the intent of both parties that the investigation of formal grievance matters be during non-working hours, unless otherwise approved by the Employer.

2. Four (4) duly elected Employee representatives of the Guild shall be allowed to attend negotiation meetings with the Employer and/or Kitsap County.
3. The Employer agrees that the authorized representatives of the Guild shall, for the purpose of investigating and discussing grievances, have reasonable access to personnel in the Prosecuting Attorney's Office upon approval of the Employee's Chief Deputy or Employer as to time and appropriate space; provided the Guild representative does not interfere with the work of the Deputies, or any other Deputy or Employee of the Employer, nor have any access to any records of any sort in the Employer's office except such as relates to the subject matter of the grievance and do not otherwise contain any matter, or revelation which would be a breach of confidence or not in the public interest as determined by the Employer in accordance with good faith interpretation of applicable law and professional ethics.
4. The Employer agrees to provide suitable space for the Guild on office bulletin boards. Posting by the Guild on such boards are to be confined to business of the Guild and its activities, including notices of Guild meetings, Guild election returns, Guild appointment to office, and Guild recreational or social affairs. The Guild agrees to limit posting of such notices to its bulletin board space, except, the employer agrees to authorize the Guild to post notices of Guild meetings limited to date, time, and place on the County's email system. It is specifically understood that no notices endorsing a political candidate or ballot measure shall be posted.
5. Upon the written request of the Guild, the Employer agrees to provide a list of deputies filling positions (including promotions and reclassifications) within the applicable bargaining unit(s) for which such information is requested, within seven (7) working days of receipt of the written request.
6. The Employer agrees that the Guild's President and/or Chief Bargaining Representative shall be able to make a reasonable number of copies of documents pertinent to grievances or contract negotiations at the County's expense.
7. The Employer agrees to allow the Guild to hold Guild meetings on County property if advance notice is given and space is available.
8. The Guild shall give advanced notice in writing to the Employer of the names of the Guild representative(s).

Section L Layoffs and Recall Procedures

For the purpose of layoff, seniority shall be defined as an Employee's length of continuous service (see continuous service definition in Article I, Section E.7) with the County in a regular full-time or part-time status.

1. Layoff Procedures. In the event of a layoff, seniority and ability shall be the factors in determining which Employees, within the affected classification within a department will be laid off. When ability is substantially equal, seniority shall be the determining

factor. Ability shall be determined by use of the Employee's performance evaluations within the last two years within the affected classification. No regular Employee shall be laid off while there are extra help or new probationary Employees serving within the affected classification within the Department. Employees laid off shall be given two (2) weeks' notice in writing or, at the Employer's option, two (2) weeks separation pay.

2. Recall Within Department of Layoff. When the County rehires in a department after a layoff has occurred, the County shall first attempt to rehire those Employees who were laid off from the affected classification within the department in the reverse order of their layoff, if they are available for work. In addition, laid off Employees shall be considered, if available for work, for positions of equal or lower classifications for which they meet the minimum qualifications. Such rehired Employees shall return with County seniority for purposes of computing fringe benefits, except the period of layoff shall not be counted. Laid off Employees shall retain seniority for recall purposes for twelve (12) months following the effective date of the layoff. Fringe benefits shall include annual leave, sick leave and longevity.
3. Re-Employment in Other Departments. Laid off Employees may request to be considered for re-employment in other County departments for positions within current classifications or any equal or lower classifications for which they are determined to meet the minimum qualifications. Laid off Employees shall notify the County Personnel Office and shall complete a Layoff Personnel Form identifying positions for which they are potentially qualified. Qualified Employees shall receive consideration by individual departments prior to opening a recruitment and hiring of new Employees for regular full-time or regular part-time position vacancies. Laid off Employees shall be eligible to receive such consideration for a period of one (1) year from their effective date of layoff.

It shall be the responsibility of the Employee on layoff to inform the Employer of any change in his/her address. Notification of recall shall be by registered mail, and Employee response required within fifteen (15) calendar days of notification.

Section M Grievance Procedure

1. Definition: A grievance is a dispute or disagreement arising between the Employee and the Employer and/or between the Employee and Kitsap County as to the interpretation or application of the specific provisions of this Agreement. Specifically excluded from further recourse to the grievance procedure are grievances that have been processed and decided, and grievances not presented within the time limits established in this Section.
2. Availability. Steps 1 and 2 of the grievance procedures described in paragraph 5 of this Section shall be available to any Employee who feels aggrieved by an Employer interpretation or application of the following provisions of this Agreement:

ARTICLE I.

Section D(2) – Prosecuting Attorney Management Rights

Section K – Professional Responsibility

Section L – Guild Activity

Section M(1,2) – Layoff Procedures, Recall Within Department of Layoff

ARTICLE II.

Section A(2) – Salary Steps Increases and Evaluations
Section C – Hours of Work
Section F – Continuing Legal Education
Section G – Court Sanctions

ARTICLE III.

Section A(4) – Holiday Compensation Eligibility
Section B(3) – Annual Leave Approval
Section C(3,4,5) – Pre-10/01/85 Sick Leave Accrual, Sick Leave Uses
Section D – Bereavement Leave
Section E – Civil Leave
Section G – Family and Medical Leave Approval
Section H – Professional Conduct Time

ARTICLE IV.

Section B – Supremacy and Extra Agreements

The decision of the Employer shall be final and binding on the Employee and Guild with regard to grievances filed over the Employer's interpretation or application of the terms of the provisions of the Agreement set forth above; **provided**, however, that if there is no satisfaction at Step 2, an Employee shall not be limited from pursuing any available remedy in a court of law.

Steps 1 through 4 of the grievance procedures described in paragraph 5 of this Section shall be available to any Employee who feels aggrieved by a Kitsap County interpretation or application of the following provisions of this Agreement:

ARTICLE I.

Section A – Guild Recognition
Section B – Guild Security
Section C – Guild/Employer/Kitsap County Relations
Section D(1) – Kitsap County Management Rights
Section E – Definitions
Section F – Non-Discrimination
Section I – Pay Periods and Payroll Direct Deposit
Section J – Payroll Deduction
Section M(3) – Re-Employment in Other Departments

ARTICLE II.

Section A(1) – Salaries
Section B – Wage Adjustments
Section D – Longevity Bonus
Section E – Insurance
Section H – Bar Dues

ARTICLE III.

Section A(1,2,3) – Recognized Holidays, Holiday Observance, Floating Holiday
Section B – Annual Leave

Section C(1,2,6,7) – Post-10/01/85 Sick Leave Accrual, Reporting Sick Leave, Sick Leave Cash out
Section G – Family and Medical Leave

If a section of this Agreement is not identified in this Section N.2 as being subject to grievance, then it is not.

3. Guild Representation: Throughout the grievance procedure, an aggrieved Employee may be represented by the Guild, provided any Employee, at any time, may present his/her grievance without the intervention of the Guild. The Guild shall be given reasonable opportunity to be present at any initial meeting called for the resolution of a grievance.
4. Time Limits: Any time limits stipulated in this Section may be extended for stated periods of time by the parties by mutual written agreement. Any step or steps of the procedure may be waived by mutual agreement in an effort to expedite a matter. If an aggrieved Employee fails to advance his grievance to the next step in the grievance procedure within the specified time limit and in the specified manner, the grievance shall be considered abandoned. The Employer's or County's failure to respond within the time limit at any step in the procedure shall permit the aggrieved Employee to advance his grievance to the next available step, if any, of the procedure. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays.
5. Procedure:

Step 1 - Oral Discussion - Within fourteen (14) working days of the occurrence which gave rise to the grievance, or within fourteen (14) working days of the date upon which the employee, by due diligence, could reasonably have been expected to know of such action, the Employee and the shop steward or other representative of the Guild shall discuss the grievance with the Employee's immediate supervisor. The immediate supervisor shall notify the Employee of any decision on the grievance within five (5) working days after the discussion with the Employee, or the grievance shall be deemed denied. The Employee may elect to bypass step one and proceed directly to step two within fourteen (14) working days of the later of the above identified dates.

Step 2 - Written Grievance - If there is no timely response or satisfaction at step one, then within seven (7) working days after receipt of the response, or expiration of the time for response, or if the Employee elects to bypass step one, the Employee and/or the Guild representative shall reduce to writing a statement of the grievance or complaint which shall contain the following: (a) the facts upon which the grievance is based; (b) reference to the Section or Sections of the Agreement alleged to have been violated; and (c) the remedy sought. The written grievance shall be filed with the Employer or his/her designee. The Employer or designee shall conduct an investigation and shall notify the aggrieved Employee and the Guild in writing of the decision, if any, within five (5) working days after receipt of the written grievance, or the grievance shall be deemed denied.

Step 3 - Appeal to the Administrator/Prosecuting Attorney - Subject to the provisions of paragraph 2 of this Section, if there is no timely response or satisfaction at Step

2, then within ten (10) working days after receipt of the Employer response, the Employee and the Guild representative may present the grievance, in writing, to the County Administrator or the Administrator's designee; provided, however, grievances alleging violations of non-wage related items shall be presented to the County Prosecuting Attorney. Upon receipt of the grievance, the County Administrator or designee for wage-related grievances, and the County Prosecuting Attorney for non-wage related grievances, shall within ten (10) working days hear the grievance, and within fifteen (15) working days thereafter issue to the Guild a written decision. In the absence of the Chief Administrative Officer, the Chair of the Board of County Commissioners, or his/her designee, shall conduct the Step 3 grievance hearing, as applicable.

Step 4 - Arbitration - If a satisfactory settlement is not reached, or no timely response received at Step 3, then the Guild or the County may, within twenty-five (25) working days from either the date of the step 3 response or the date it was due, whichever comes first, request arbitration under the procedures described below:

- a. Arbitrator Selection. In regard to each case reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10) working days of the submission of the written request for arbitration, a list of nine (9) names shall be jointly requested by the parties from the American Arbitration Association (AAA), Federation Mediation and Conciliation Services (FMCS) or other mutually agreed-upon source within five (5) working days of the parties' failure to mutually agree upon an arbitrator. The cost of such list shall be borne by the Employer. AAA selection procedures shall be followed. Aside from arbitrator selection procedures, the parties do not adopt other AAA arbitration rules.
- b. Hearing. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representative(s) and witnesses.
- c. Authority of the Arbitrator. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before him/her, and shall refuse to receive any information after hearing, except when there is mutual agreement, and in the presence of both parties. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision shall be made in writing, and if either party wishes to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the parties, or if

they are unable to agree on a date, designated by the arbitrator. In the case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.

- d. Cost of Arbitration. Guild and County shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, the party will pay one-half of the stenographic costs. The fee and expenses of the arbitrator shall be borne equally by both parties.

Section N Commute Trip Reduction

The County reserves the right to implement programs to ensure compliance with Kitsap County's Commute Trip Reduction Plan (Ordinance #149-1993 and 149-A-1993) or similar legislation, including but not limited to, assessment of parking fees, preferential parking for car pools, restricted parking areas for public and designated county employees. The Guild retains the right to negotiate regarding parking fees or similar issues having a negative financial impact on employees prior to implementation.

Section O Labor Management Committee

The County and the Guild agree to establish and maintain a Labor-Management Committee. This committee shall meet quarterly or as mutually agreed for the purpose of discussing and facilitating the resolution of issues that may arise between the parties. Upon agreement, each party may bring additional participants to discuss specific agenda items. The parties shall exchange items for discussion at least one week prior to each scheduled meeting.

ARTICLE II. ECONOMICS, HOURS, INSURANCE

Section A Salary Steps and Evaluations

1. Salaries are set forth in Appendix A, which reflects the wage adjustments provided for in Section B below.
2. Salary step increases, and evaluations shall be subject to the provisions set forth in Appendix B.

Section B Wage Adjustments

1. In 2019, employees within the Attorney 2 and Attorney 3 job classifications who have not reached the top step of their pay scale will receive an additional step increase of 2.5% on the date that is equal to the six-month anniversary between annual increases.
 - a. Each employee's annual step increase date will change to the month and day of the second step increase received in 2019 for their 2020 and future step increases.
 - b. For example, employees who have a step due date between January – June, will receive their regular step increase on their regular anniversary date and then will be eligible to receive a second step of 2.5% six months later. The date of their second step increase will become their new

- anniversary date.
- c. Employees who have a regular step anniversary date between July – December will receive a 2.5% step increase six months prior in 2019. They will receive their regular step increase on their regular anniversary date. Their step anniversary date will not change for 2020 and future step increases.
2. Step increase progression for employees hired on or after January 1, 2020 and their required performance evaluation criteria to earn step increases for all employees are set forth in Appendix B of this Agreement.
 3. Effective with the first full pay period in January 2019, a new top step shall be added to the Attorney 2 and Attorney 3 pay scales contained in Appendix A of this Agreement. Employees who have been at their current top step for twelve months or more shall immediately advance to the new top step.
 4. Beginning in 2019, employees in the Attorney 1 classification will advance from Step 1 to Step 2 after six months of successful service and from Step 2 to Step 3 after six months of service and then advance to the job classification of Attorney 2 after six months. At the election of the Employer, employees may be placed higher in the Attorney 1 pay scale, and will progress from step to step (including from Step 3 to the job classification of Attorney 2) following six months of service.
 5. Effective the first full pay period in July 2020, the County shall contribute a sum equal to 0.5% of the employee's annual base wage into employees' active State Deferred Compensation Plan (DCP) accounts, based upon the wage rate in effect on the Friday prior to that first full pay period in July 2020. The County will work with each employee to ensure each employee has an open and active account prior to July 2020.
 6. The parties agree to reopen this agreement in 2020 to conduct a joint salary review of Criminal Deputy Prosecuting Attorneys. It is further agreed that the parties may negotiate whether an increase is warranted and whether that increase would take effect in 2020.

Section C Hours of Work

It is expressly understood by the parties that Employees are expected to work for such periods of time as are necessary to adequately and professionally handle assigned tasks. Employees shall have a work week which normally will consist of five consecutive days.

Section D Longevity Bonus

Kitsap County shall pay eligible Employees an annual longevity bonus in the amount listed below, at the second pay period of the month of the employee's anniversary date of employment:

After 5 thru 9 years service	1.5% of annual salary on anniversary date
After 10 thru 14 years service	2% of annual salary on anniversary date
After 15 thru 19 years service	2.5% of annual salary on anniversary date
20+ years service	3% of annual salary on anniversary date

In the event that an eligible Employee terminates employment for any reason, the Employee shall receive a longevity bonus in a prorated amount, which is computed as follows: The number of months between the Employee's anniversary date and termination date shall be divided by twelve, and the result multiplied with the appropriate annual longevity bonus.

Regular full-time or part-time employees hired on, or after, January 1, 2013 shall not be eligible for the longevity bonus. None of the provisions contained in Section D shall apply to these employees, effective January 1, 2013.

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. Regular, Full-Time Employees: any employee with an established and approved FTE (Full Time Equivalent) of .75 and above:
 - a. Medical Benefits, County Contribution: Effective with the 2018 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally, such that the contribution split between the County and employee remains the same. For example, if the Kaiser medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%).

As allowed in RCW 41.56.123(2) during the 2019 and 2020 benefit years only, and not beyond unless otherwise mutually agreed upon, the County shall pay the increased costs for the Premera administered plans and the Kaiser plans. After the 2020 benefit year, unless otherwise mutually agreed by the parties, County and employee contributions for any future increases shall be calculated pursuant to the formula above.
 - b. Regular part-time employees: for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.
 - 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 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.
 - 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; 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.
- d. Double Coverage: County employees may have double coverage under County-sponsored medical plans (i.e., employees may cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).
- e. Dental Benefits, County Contribution: The County will make contributions as indicated below.
 - i. Regular, full-time and part-time employees: The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty-percent (50%) of the dependent rate or twenty-five dollars (\$25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
 - ii. The County-selected base dental plan provides substantially similar benefits to those provided by the Washington Dental Service (WDS) plan C – Option 2 (\$1,000 a year maximum benefit).
 - iii. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care dental plan.
- 2. Changes to Coverage during Plan-year: Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County. The parties recognize that the County is issuing a request for proposal to select a new vendor to administer the plans currently administered by Premera effective January 1, 2020. The plans offered will be substantially similar to the plans currently administered by Premera; it is not the intent of the parties to alter co-pays, deductibles or other terms

of the plan design, except as mutually agreed upon by the parties.

3. Life Insurance: The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.
4. Vision Insurance. The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
5. Optional Benefits: Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
6. “Me Too” provision: If a more generous benefit package is provided to any other non-interest arbitration bargaining, including those provisions set forth in Paragraph 10 of this Section the County will provide those same rates and coverage to the Guild.
7. Long-Term Disability: The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.
8. Pre-tax payments: All employee contributions will be made pre-tax.
9. WA Paid Family and Medical Leave: Effective January 2019, the County will contribute thirty-seven percent (37%) of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04.

Medical Benefits Committee

The Guild’s representative on the joint labor-management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Guild’s representative may, but will not be required, to cast a vote. If the Guild representative votes for a majority recommendation to the Board of County Commissioners, such recommendation will become a tentative agreement between the parties, subject to final ratification by the bargaining unit membership and approval by the Board of County Commissioners as part of a successor collective bargaining agreement.

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to establish more definite rules for the Medical Benefits Committee’s function. Beginning at any time during the term of the agreement, the County or the Medical Benefits Committee may call for joint labor-management discussions, as mutually agreed by the parties, to draft and propose such rules. Any such rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

The parties agree, as part of the Medical Benefits Committee, to explore plan design changes that would apply to all employees on the “most county” plans in the event that the rates are scheduled to increase more than 5% in a given year. Further, the parties agree to reopen this agreement to explore the possibility of offering a VEBA (voluntary employees beneficiary association) plan in 2020 to employees within the bargaining unit.

Section F Continuing Legal Education

The Employer agrees to provide at a minimum the opportunity for each Deputy to obtain fifteen (15) CLE (Continuing Legal Education) credits annually through in-house training sessions at no expense to the Deputy, training programs sponsored by the Washington Association of Prosecuting Attorneys (WAPA) with whatever reimbursement compensation is made available to the Deputy (if any), in conjunction therewith by WAPA, or a combination of each. All hours spent attending in-house training sessions or conferences will be on a paid status basis.

Section G Court Sanctions

Employer shall pay any court-sanctioned fine levied against an Employee where, in the judgment of the Employer, such Employee was fined in the good faith performance of his duties.

Section H Bar Dues

The County agrees to pay the regular, active annual dues to the Washington State Bar Association and the Kitsap County Bar Association for each Deputy covered by this Agreement.

Section I Mileage Reimbursement

Employer shall reimburse Employees for authorized use of private automobiles for Kitsap County business or in the performance of his/her official duties at the rate established by the Internal Revenue Service for actual miles traveled.

Section J Indemnification

This Agreement acknowledges Kitsap County's risk management ordinance which provides indemnification and defense of a deputy prosecutor from liability that may arise out of the good faith performance of his/her duties.

Section K Direct Paycheck Deposit

Effective within thirty days following ratification and signing by all three parties to this agreement, all employees shall subscribe to direct deposit of their pay check to a financial institution.

Section L Promotions

When an employee is promoted from one classification to another (for example, Deputy Prosecutor I to Deputy Prosecutor II or, Deputy Prosecutor II to Deputy Prosecutor III) , the employee shall be placed at a salary step of the new classification that provides a minimum of five percent (5%) salary increase.

ARTICLE III. LEAVE SCHEDULES AND ACCRUALS

Section A Holidays

1. For all Employees, the following shall be observed as paid holidays:

Commonly called:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day and Following Day
Memorial Day	Christmas Day
Independence Day	Two Floating Holidays

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed the preceding Friday.
3. The floating holidays shall be taken by an Employee at any time during the calendar year with prior approval of the Employer. The floating holiday shall not accumulate from year to year.
4. Paid holidays begin on the date of hire. Employees must be in a paid status the day before and the day after the holiday to receive compensation for that holiday.
5. Regular employees who qualify to receive holiday pay, will receive holiday pay whether or not the holiday is worked. Regular full-time employees receive eight (8) hours of holiday pay and regular part-time employees shall receive prorated holiday pay based upon the employee's established and approved FTE status.

Section B Annual Leave

1. Annual leave with pay shall be earned by Employees as follows:

Upon employment.....	12 days per year
Upon completion of three years' employment.....	15 days per year
Upon completion of five years' employment	20 days per year
Upon completion of ten years' employment.....	25 days per year
Upon completion of fifteen years' employment.....	30 days per year

2. No more than 45 days annual leave may be carried from one calendar year to the next. If an Employee is prevented by the Employer from taking annual leave and if, as a result of such, the Employee has more than 45 days annual leave accumulated on December 31, then the Employee shall be paid for such leave in excess of 45 days at the salary rate then being paid to the Employee.
3. Requests for leave must be approved in advance by the Employer or a designee. Annual leave shall be taken at times mutually agreeable to the Employee and the Employer.
4. Upon separation of an Employee by resignation with two weeks notice, layoff, dismissal, retirement or death, the Employee, or beneficiary thereof, shall be paid

for unused annual leave at the rate being paid at the time of separation. Cash payment for unused accrued annual leave upon separation by retirement of a PERS I Employee will not be allowed in excess of 240 hours. However, if a PERS I Employee has accrued annual leave in excess of 240 hours, the Employee may be continued on the payroll for the time equivalent to the amount of excess annual leave.

5. Employees may request to receive and to donate annual leave through the County's Annual Leave Donation Plan set forth in the County's Personnel Manual.
6. Regular part-time employees shall accrue prorated annual leave based upon the employee's established and approved FTE status.
7. Employees hired between January 1, 2017 and December 31, 2018 shall receive a one-time only addition of two additional annual leave days (sixteen hours) into their annual leave accrual bank.

Section C Sick Leave

1. Employees hired on or after April 1, 2001, shall earn twelve (12) days of sick leave per year; provided, no more than 150 days of sick leave may be carried from one calendar year to the next.
2. Employees hired after October 1, 1985 and before April 1, 2001, shall earn fifteen (15) days of sick leave per year; **provided**, no more than 150 days sick leave may be carried from one calendar year to the next.
3. Paid sick leave may be used for the following:
 - a. An employee's mental or physical illness, injury or health condition;
 - b. Preventive care such as a medical, dental or optical appointments and/or treatment;
 - c. Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
 - i. "Family member" is defined as:
 - (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - (c) A spouse;
 - (d) A registered domestic partner;
 - (e) A grandparent;
 - (f) A grandchild; or
 - (g) A sibling

- d. Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
 - e. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.
 - i. Authorized use of paid sick leave for domestic violence, sexual assault or stalking includes:
 - Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.
 - Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
 - Attending health care treatment for a victim who is the employee's family member.
 - Obtaining, or assisting the employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.
 - To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
 - Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
4. Any sickness or injury for which an Employee desires to take sick leave shall be immediately reported to the Employee's immediate supervisor at the beginning of the work shift and each day of absence thereafter, depending on the nature of the illness. Sick leave taken must be supported by a certificate of a physician or other licensed medical practitioner, if requested by the Employer.
 5. Employees separated from employment for reasons other than retirement or death, shall receive no sick leave pay. Sick leave accrued and not used after January 1, 1984 will not be paid under any circumstances. Upon separation from service all sick leave credits shall be canceled; Provided, Employees who separate and obtain reemployment within one (1) year shall have all sick leave credits restored.
 6. Regular part-time employees shall accrue prorated sick leave based on the employee's established and approved FTE status.
 7. Up to two days (sixteen hours) per year may be used to volunteer either at a child or grandchild's school (regardless of location), or to volunteer in a recognized 501(c)(3) non-profit organization that provides services to Kitsap County residents, pursuant to the County's Employee Volunteer Activities policy.

Section D Bereavement Leave

Bereavement leave with pay is allowed when an employee experiences a death in the employee's immediate family. No more than three working days (shift) of bereavement leave is allowed per occurrence and is not cumulative. Additional time off required for grieving may be authorized as sick leave. An employee must obtain approval of the Employing Official or a designee when taking such leave.

1. For the purposes of bereavement leave, immediate family members shall include the following, whether related by blood or marriage:
 - a. Spouse/Registered Domestic Partner (RDP)
 - b. Child, Grandchild, Great-grandchild
 - c. Sibling
 - d. Parent, Grandparent, Great-grandparent
 - e. Aunt, Uncle, Niece, Nephew

Section E Civil Leave

1. Civil leave with pay shall be allowed to permit an Employee to serve as a juror or to testify in any federal, state or municipal court when a subpoena compels such testimony. An Employee must notify the immediate supervisor prior to taking civil leave and provide proof of compulsion.
2. Any Employee who would otherwise be prevented from voting in any preliminary, general or special election due to extended hours of work, shall be allowed sufficient time off with pay for voting purposes.

Section F Leave of Absence Without Pay

1. Any Employee may take leave of absence without pay upon prior written approval by the Employer. No leave of absence shall be taken unless the Employee first expended all allowable accumulated leave; **provided**, this prohibition may be waived upon application to, and at the discretion of, the Board of County Commissioners.
2. A leave of absence shall be granted at the sole discretion of the Employer.
3. Upon return from leave of absence, the Employee shall be entitled to the former position or a similar position, and there shall be no reduction in seniority, status, or pay; **provided**, that period that an Employee is on leave of absence without pay shall not be included in cumulated seniority calculation. An Employee, during leave of absence, may continue insurance benefits; **provided**, such Employee makes arrangements for payment of Employee and Employer premiums if not otherwise entitled to Employer premium continuation under federal law.

Section G Family and Medical Leave

Employees shall be eligible for Family and Medical Leave pursuant to the policies and procedures adopted by Kitsap County, for the purposes of implementing federal and state statutory requirement. County policies regarding Family and Medical Leave shall apply to members of the bargaining unit.

Section H Professional Conduct Time

1. Employees in the Deputy Prosecuting Attorney series are classified as FLSA exempt and are expected to work for such periods of time as are necessary to adequately and professionally handle assigned tasks in accordance with the Rules of Professional Conduct established by the Bar Association and Washington State Supreme Court. Employees shall have a work week which normally will consist of five consecutive days for full-time FTEs and shall not be entitled to overtime pay but may be eligible for Professional Conduct Time Off (PCTO) per the provision in subsection 2 below. In addition, the following applies to FLSA exempt employees.
 - a. It is expected that full time, exempt work schedules will normally consist of approximately forty (40) hours per week; however, emphasis is placed on meeting the responsibilities assigned to the position rather than on working specific number of hours. The nature of responsibilities associated with exempt positions often requires greater than a forty (40) -hour work week including evening and weekend work and considerable flexibility in work scheduling to accommodate meetings and functions on weekends and evenings.
 - b. Exempt employees may also be granted flexible and compressed work week schedules provided that they complete their duties and responsibilities. Granting exempt employees compressed work week schedules does not alter their existing exempt status, nor the expectation that work assignments may require service beyond scheduled work hours.
 - c. Employees are required to keep hourly time records of all actual hours worked.
2. Exempt employees may receive PCTO for excess hours worked; provided:
 - a. Excess hours worked for regular full-time employees shall be defined as hours over eighty (80) actual hours worked in a biweekly pay period. "Actually worked" for the purposes of this section shall include holiday hours paid and shall not include other types of paid leave. Excess hours worked for regular part-time employees shall be based upon the employee's established and approved FTE status.
 - b. Travel time and attendance for training (including but not limited to conferences, seminars and workshops) on nonworking day(s) and/or outside of regular work hours are not considered actual time worked for purposes of determining excess hours worked.

- c. Travel time for purposes of conducting official business of the County on nonworking day(s) and/or outside of regular work hours may be included as actual time worked for purposes of determining excess hours worked.
- d. PCTO, annual leave, sick leave, general leave, including time taken off in accordance with subsection 1a.above, and other compensable time off are not included in calculating excess hours threshold.
- e. An employee's PCTO bank will not expire but may not exceed more than eighty (80) hours. No cash payment shall be made for unused PCTO.
- f. Use of PCTO is subject to the discretion and approval of the Employing Official or his/her designee.

Section I Probable Cause Duty Pay

Employees placed on Probable Cause duty shall receive \$225.00 per week for each week so scheduled, or \$250 if an observed holiday occurs during the assigned week, and shall receive such compensation whether or not required to respond during the standby period. Employees receiving such compensation shall not be eligible to accrue PCTO for time spent preparing for or participating in the Probable Cause hearing.

Section J After Hours On-Call Duty

Employees placed on weekly standby for the purpose of assisting law enforcement with after-hours warrants, after-hours support for law enforcement in the field or after-hours legal advice to law enforcement or personnel shall be eligible to accrue PCTO leave for time spent assisting law enforcement during the assigned standby period. Employees placed on standby for this purpose shall accrue not less than eight (8) hours of PCTO leave during any assigned week, regardless of actual time spent, and may accrue over eight hours if over eight hours is actually spent assisting law enforcement during the week. Employees are also eligible for PCTO time unrelated to the after-hours on-call duty, pursuant to Section H above.

ARTICLE IV. MISCELLANEOUS

Section A Warranty of Authority

The officials executing this Agreement on behalf of the Employer, Kitsap County, and the Guild subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations which they represent.

Section B Supremacy and Extra Agreements

The Employer agrees not to enter into any agreement or contract with Employees, individually or collectively, which is inconsistent with the terms of this Master Agreement and not approved by the Guild.

Section C Savings Clause

If any Article or Section of this Agreement shall be held invalid by operation of law or by any

tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect, and any party shall have the right of re-negotiations for the purpose of adequate replacement, provided that the invalidation of such Article or Section has a significant bearing on any other Article or Section of the Agreement.

Section D Entire Agreement Clause

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Kitsap County, Employer and Guild each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such matter may not have been within the knowledge or contemplation of any of the parties, at the time they negotiated or signed this Agreement.

Section E Duration

1. Effective Date of Contract: Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect on January 1, 2019 or upon execution of this agreement by the Guild and Employer, whichever is later, and shall remain in full force and effect through December 31, 2020.

KITSAP COUNTY DEPUTY PROSECUTING ATTORNEY GUILD

[Signature]
Philip A. Baods, President

1/22/2019
Date

[Signature]
Barbara O. Dennis, Vice President

1/17/2019
Date

DATED this 23 day of January 2019.

KITSAP COUNTY PROSECUTING ATTORNEY

[Signature]
Chad Enright, Prosecuting Attorney

DATED this 13 day of FEBRUARY 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

[Signature]
EDWARD E. WOLFE, Chair

NOT PRESENT

CHARLOTTE GARRIDO, Commissioner

[Signature]
ROBERT GELDER, Commissioner



ATTEST:

[Signature]
Dana Daniels, Clerk of the Board

APPENDIX A - SALARY SCHEDULE

Deputy Attorney Guild Salary Schedule (Q Pay Scale) Effective 1.7.2019

Pay Grade: Q01

Job Type Description

LC1QCY Attorney 1

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*
\$ 64,147.20	\$ 65,748.80	\$ 67,392.00												
\$30.84	\$31.61	\$32.40												

Pay Grade: Q02

Job Type Description

LC2QCY Attorney 2

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*
\$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

Pay Grade: Q03

Job Type Description

LC3QDY Attorney 3

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*
\$ 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	\$ 111,612.80	\$ 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 (\$129,438.40 annually)

Appendix B

KITSAP COUNTY PROSECUTING ATTORNEY'S OFFICE SALARY SCHEDULE POLICY

It is a goal of the Kitsap County Prosecuting Attorney's Office to maintain a qualified staff of career deputy prosecuting attorneys who are dedicated to public service. To meet this goal, the salaries of deputy prosecuting attorneys shall be based on tenure, experience, and performance, and shall be determined as follows:

1. Pay Scale: There shall be three pay scales. The first is a 3-Step Pay Scale for Deputy Prosecutor 1. The second shall be a 14-Step Pay Scale for Deputy Prosecutor 2. The third shall be a 15-Step Pay Scale for Deputy Prosecutor 3.

Deputy Prosecutor 1: New attorneys with little or no relevant prior experience shall be placed at Step 1 on the entry level salary scale. After six months of satisfactory performance, the attorney shall automatically be placed at Step 2 on the entry level scale. After six months and receipt of a satisfactory performance evaluation, the employee will be placed at Step 3 of the entry level pay scale. After an additional six months of service and receipt of a satisfactory performance evaluation, the attorney shall automatically be placed at Step 1 of the journey level merit pay scale (Deputy Prosecutor 2).

2. Superior Court, District Court, and Family Support: Attorneys assigned to the Superior Court Criminal Division, Superior Court Juvenile Division, the District Court, and Family Support may be placed at Step 1 through Step 3 of the Deputy Prosecutor 1 Pay Scale and Steps 1-6 of the Deputy Prosecutor 2 Pay Scale based on the principles and guidelines set forth below.
3. The classification of Deputy Prosecutor 3 shall be distinguished for deputy prosecutors assigned as unit supervisors or assigned complex felony/Family Support cases on a permanent basis. The Prosecuting Attorney shall continue to have the right, at his or her discretion, to assign to, or remove employees from, the aforementioned established classification as budgeted.
4. Pay System: A pay system shall be used to determine whether a Deputy Prosecuting Attorney should be advanced beyond Step 1 of the Deputy Prosecutor 2 and Deputy Prosecutor 3 Pay Scale as set forth above.
 - a. A step salary increase will be given provided the attorney receives a score of meets standards or above on his/her most recent performance evaluation.
 - b. At no time shall placement at a pay step exceed that allowed in Sections 1, and 2, above.

- c. Deputy Prosecutor 2. Once on the Deputy Prosecutor 2 pay scale, employees at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached; **provided**, an employee must achieve the minimum overall performance score outlined in 4.a above. Employees hired on or after January 1, 2020, will advance to the next higher step (a 2.5% increase) following six months of service until they reach Step 5 of the salary scale, and then step increases will be received annually until the top step of the Deputy Prosecutor 2 salary scale is reached. Employees must meet job standards in order to progress to the next highest step
- d. Deputy Prosecutor 3. Once on the Deputy Prosecutor 3 pay scale, employees at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position; **provided**, employees shall not advance beyond Step 14 except as provided below. Step increases will be received annually until the top step is reached; **provided**, an employee must achieve the minimum overall performance score outlined in 4.a above. Employees hired on or after January 1, 2020, once on the Deputy Prosecutor 3 pay scale will advance to the next higher step (a 2.5% increase) following six months of service until they reach Step 5 of the salary scale, and then step increases will be received annually until the top step of the Deputy Prosecutor 3 pay scale is reached. Employees must meet job standards in order to progress to the next highest step.
- i. Step 16 of Deputy Prosecutor 3 pay scale. In recognition of the senior supervisory experience provided by certain Deputy Prosecutor 3 employees, employees will be eligible to move into Step 16 of the Deputy Prosecutor 3 pay scale based on the date of last advancement under the following conditions:
- 1) The employee has a minimum of ten (10) years of experience as a Kitsap County Deputy Prosecutor 3;
 - 2) The employee's last three (3) annual performance reviews received scores exceeds standards, and at least one (1) of the performance reviews was received within the last two (2) years; and,
 - 3) The Prosecuting Attorney approves the employee's advancement into Step 16; **provided**, the Prosecuting Attorney's discretion to approve or disapprove step

advancement for employees is limited to discretion over Step 16 of the Deputy Prosecutor 3 pay scale.

- ii. The Guild and the Employer agree that sub-section 4.d.i (Step 16 of the Deputy Prosecutor 3 scale) is excluded from the provisions of RCW 41.56.123(1), as sub-section 4.d.i is only effective until December 31, 2020.
5. Performance Evaluations: An attorney shall be formally evaluated at least once a year, preferably on the anniversary of current classification, in accordance with the Prosecutor's performance evaluation schedule and verified that the attorney continues to meet job standards to advance at the six-month interval.
6. The Prosecuting Attorney shall continue to have the right to assign deputy prosecutors, at their discretion, to new or additional duties within the office in order to cover unexpected workloads, vacations, illnesses, an increase or decrease in staff, etc. A temporary change, or an increase or decrease in job responsibilities shall not affect a deputy prosecutor's placement on the pay scale. A permanent change, or an increase or decrease in job responsibilities not involving a change in grade shall be taken into consideration at the deputy prosecutor's next annual evaluation.