

**WORKING AGREEMENT  
BETWEEN  
SPOKANE COUNTY,  
SPOKANE COUNTY PROSECUTING ATTORNEY,  
AND  
LOCAL #1553 PA, AFL-CIO  
AFFILITATED WITH THE AMERICAN  
FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES AND COUNCIL #2**

**January 1, 2015 through December 31, 2017**

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## **PREAMBLE**

These Articles constitute the Agreement, the terms of which have been negotiated in good faith, between the Board of County Commissioners of Spokane County and the Spokane County Prosecuting Attorney, hereinafter referred to as the "Employer" and Local 1553-PA of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union". All items shall be binding for both the employer and the Union.

## **ARTICLE I – PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and the Union by establishing equitable and peaceful procedures for the resolution of differences and by setting forth rates of compensation, hours of work, and other conditions of employment of deputy prosecutors in the bargaining unit.

## **ARTICLE II – UNION RECOGNITION**

The Employer recognizes Local 1553-PA of the Washington State Council of County and City Employees, AFSCME, AFL-CIO, as the exclusive bargaining representatives for all full time and regular part-time Deputy Prosecuting Attorneys, hereinafter referred to as Deputies. The Prosecuting Attorney and the Chief Criminal and Chief Civil Deputies are excluded from the bargaining unit. Other excluded positions shall be agreed to by the Employer and the Union, according to a Memorandum of Understanding regarding bargaining unit excluded classifications or positions.

## ARTICLE III – UNION SECURITY

### 3.1 Membership:

- 3.1.1 All present deputies covered by this Agreement who are members of the Union in good standing, as of the signing of this Agreement shall maintain their membership in the Union as a condition of employment.
- 3.1.2 All deputies covered by this Agreement who are not members of the Union shall be required to join and maintain membership within thirty (30) days of the signing of this Agreement as a condition of employment.
- 3.1.3 All new deputies covered by this Agreement hired after the execution date of this Agreement shall, as a condition of employment, become and remain members of the Union thirty (30) days after being employed.
- 3.1.4 Each deputy shall be protected by RCW 41.56.122(1).
- 3.1.5 The Employer shall deduct any Union membership initiation fees, and, once each month, dues from the pay of those deputies who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the County Auditor by the Treasurer of the Union, and the aggregate deductions of all deputies shall be remitted, together with an itemized statement to the Washington State Council of County and City Employees, and a copy sent to the Local Treasurer, after such deductions have been made.

**3.2:** Each deputy shall be protected by RCW 41.56.122(1) and the provisions of Teachers v. Hudson, 475 U.S. 292 (1986)

### 3.3:

- 3.3.1 Upon failure of any deputy to comply with the provisions of this article, the Union may then notify the Employer in writing of such failure, and that the union has strictly complied with the necessary procedural steps pursuant to the Local Union Bylaws and all other applicable laws in making its demand for the deputy's termination. Further the notice must state that the demand for termination is made for no reason other than the deputy's failure to pay the dues uniformly required by the Union for membership in the Union pursuant to the Union Security clause. Termination shall be effective seven (7) days following the date of receipt of the notice.
- 3.3.2 The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, demands, suits, orders, judgments and other forms of liability (monetary or otherwise) brought against or that might arise, or be issued against

the Employer as a result of any action taken or not taken by the Employer for complying with the provisions of this article.

## ARTICLE IV – JOB CLASSIFICATIONS AND DEFINITIONS

### 4.1 – Definitions:

- 4.1.1 **Regular Deputy:** A deputy prosecutor who has successfully completed their probationary period.
- 4.1.2 **Full Time Deputy:** A deputy who regularly works 37.5 hours per week on a continuing basis.
- 4.1.3 **Part Time Deputy:** A deputy who works less than 37.5 hours per week on a continuing basis. See Article 7, Section 2.
- 4.1.4 **Probationary Deputy:** A new deputy within the initial 1950 hours of paid time as a Deputy Prosecuting Attorney in Spokane County is considered a Probationary Deputy and serves at the sole discretion of the Prosecuting Attorney.
- 4.1.5 **Extra Help:** Works to cover special needs, peak or emergency workloads, necessary vacation relief. Extra help personnel shall not be employed for more than five months in any 12-month period. A month of extra help employment is considered to be 70 or more hours. Extra help personnel who work less than 70 hours per month may work for an indefinite period. Except in unusual or emergency situations, extra help personnel must meet the minimum requirement of the applicable county job classification. Extra help work is not eligible for benefits. (*Res. 95-0742, Res. 87-11844, 1987; Res. 74-817, 1974*). Extra help cannot be used to supplant the work force.
- 4.1.6 **Special Deputy:** The Prosecuting Attorney retains the sole right from time to time to appoint special Deputy Prosecuting Attorneys to handle duties or responsibilities covered by the bargaining unit in instances including but not necessarily limited to, where there is a conflict as determined by the Prosecuting Attorney or a court; when special expertise is needed to handle specific cases; or when a Deputy in the bargaining unit takes any leave, vacation or sick leave, regardless of whether or not it is with or without pay, for a time frame which the Prosecuting Attorney determines necessitates the appointment of a special Deputy Prosecuting Attorney. Special Deputy Prosecuting Attorneys shall not be used to supplant regular Deputies. These deputies are excluded from the bargaining unit.

## ARTICLE V – UNION PRIVILEGES AND DEPUTY RIGHTS

### 5.1 Non-Discrimination:

- 5.1.1. The provisions of the Agreement shall be applied equally to all Deputies in the bargaining unit without coercion or discrimination as to age, sex, marital status, race, color, creed, nation origin, status as a qualified individual with a disability or political affiliation if that affiliation does not conflict with the oath of a Deputy Prosecuting Attorney. The Union and Employer shall share equal responsibility for applying this provision of the Agreement.
- 5.1.2. The Employer agrees not to interfere with the rights of Deputies to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer's representative(s) against any Deputy activity in an official capacity on behalf of the Union.
- 5.1.3. The Union recognizes its responsibility as bargaining agent and agrees to represent all Deputies in the bargaining unit without discrimination, interference, restraint or coercion.

**5.2 Union Activities on Employer's Time and Premises:** Employer agrees that on its premises, Union representatives designated in advance as authorized to represent the Union shall be allowed to:

- 5.2.1. Post Union notices. The Employer agrees to provide suitable space for the Union on office bulletin boards. Posting by the Union on such boards is to be confined to the business of the Union and its activities, including notices of Union meetings, Union election returns, Union appointment to office, and Union recreational or social affairs. The Union agrees to limit posting of such notices to its bulletin board space and to police such postings. E-mail may also be used for these purposes, with prior approval of the Prosecuting Attorney or his/her designee.
- 5.2.2. Distribute Union literature to Union members, provided that such distribution shall be restricted to a time and location agreed to by the Employer and shall not interfere with or impede the work of the office, Deputies or staff.
- 5.2.3. Attend negotiation meetings with the Employer on paid time, provided that no more than five (5) Deputies from the bargaining unit may attend on paid time, during normal working hours.

- 5.2.4. Submit communications authorized by the local Union or its officers to the Prosecutor or his/her designee; and,
- 5.2.5. After first receiving the approval of the Employer as to the time of such consultation, consult with the Employer or his/her designee, local Union officers, or other Union representatives concerning any provisions of this Agreement.
- 5.2.6. The Employer also agrees to provide the Union with notice of new hires within ten (10) working days of receipt of written request from the Union to provide lists of current Deputy positions.
- 5.2.7. The Employer further agrees that accredited representatives of the Washington State Council of County and City Employees, AFSCME, shall, for the purpose of investigating and discussing grievances, have reasonable access to the work areas of members of the bargaining unit.

**5.3 Union Business: Notice and Authorization of Union Representatives:** The Union agrees to provide an updated list to the Prosecuting Attorney or their designee and Human Resources of who is authorized to represent the Union in any matters outlined in this article. An "authorized representative" is one who is appointed or elected by their Local Union. Prior supervisor approval shall be obtained whenever possible for absences from the work place. Such approval shall not be unreasonably withheld.

5.3.1 Types of Activities

5.3.1.1 The Employer agrees that during working hours, on the Employer's premises and without loss of pay, authorized Union representatives shall be allowed to consult with the Employer, his/her representative(s), Local Union officers, other authorized Union representatives or members concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The Union agrees to first receive the approval from the Prosecuting Attorney or their designee and agrees to carry out these activities at times which are the least disruptive to the work place.

5.3.1.2 The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, State Council representatives, or International representatives shall upon notification to the Prosecuting Attorney or their designee, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities, without disrupting the regular functions of the department.

5.3.1.3 Examples of Union activities are as follows:

5.3.1.3.1 Process grievances;

5.3.1.3.2 Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or president of the Local involved. Notification will be given to the department of those requested to attend. Witnesses are those who are testifying or about to testify at the PERC hearing;

5.3.1.3.3 Attend Labor/Management meetings;

5.3.1.3.4 Attend negotiation meetings;

5.3.1.3.5 Distribute Union literature;

5.3.1.3.6 Transmit communications, authorized by the Local Union or its officers, to the Deputies, Employer or his/her representative(s).

**5.4 Union Functions:** The Employer agrees to grant authorized Union representatives time off with pay, not to exceed an accumulative total of ten (10) working days in any calendar year to attend or represent the Union at Union functions. Fifty percent (50%) of the unused days at calendar year end will be carried over to the following year for the term of the contract.

5.4.1 To insure adequate staffing, no more than ten percent (10%) of the Deputies in a work unit will participate in a Union function at one time. A "work unit" shall be defined as a group of Deputies who answer to a common supervisor. If a work unit has less than ten (10) Deputies, only one individual will be allowed to attend. Individual Deputies can use a maximum of ten (10) days per calendar year to attend Union functions. Exceptions to the above limitations can be made by mutual agreement.

5.4.2 Example of functions are as follows:

5.4.3 Union Conventions;

5.4.4 Council 2 Executive Board Meetings/Training

5.4.5 Other functions that management agrees are beneficial to the County

**5.5 Union Business:** The Union agrees to conduct Local Union business at times other than normal county business hours. Examples of Local Union Business are as follows:

5.5.1 General membership meetings

5.5.2 E-Board meetings

### 5.5.3 Elections

## ARTICLE VI – UNION/MANAGEMENT RELATIONS

### 6.1 **Statement:**

All collective bargaining with respect to wages, hours, and general working conditions covered under this Agreement shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

### 6.2 **Agreements:**

Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

### 6.3 **Management Rights:** The Employer retains and reserves all powers and authority to manage its operation in an effective manner in accordance with applicable laws and regulations subject to the limitations expressly stated in the Agreement.

6.3.1. To plan, direct, control and determine all operations and services of the Employer;

6.3.2. To supervise, transfer, promote and direct the work-force; to establish the qualifications for employment and to hire Deputies;

6.3.3. To schedule and assign work;

6.3.4. To establish work performance standards and, from time to time, to change those standards;

6.3.5. To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work as long as that subcontract work does not supplant the work force;

6.3.6. To make and enforce reasonable rules and regulations;

6.3.7. To discipline, demote, suspend, layoff and discharge Deputies;

6.3.8. To change or eliminate existing equipment or facilities.

### 6.4 **Labor Management Meetings:** It is mutually agreed that a Labor/Management Committee consisting of not more than four (4) members designated by the Union and designated representatives of the Prosecuting Attorney shall conduct regular Labor/Management meetings on paid time, for the purpose of resolving problems that may arise to promote a cooperative climate of Labor/Management relations. Meetings shall be scheduled monthly but may be conducted more or less often by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting by both parties.

It is mutually agreed that the Prosecutor and Local 1553-PA shall work together, individually and collectively, to provide the public with efficient and courteous services, to encourage good attendance of Deputies and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane County Prosecutor's Office.

**6.5 Notice of Open Positions:**

When a position becomes available, Management will provide reasonable notice to the membership (DPA's) prior to filling the position. Notice will be provided using the County e-mail system. The notice will afford the membership an opportunity to express an interest in the position.

**6.5.1: 12 Month Promotion Probation**

Any promotion in job classification within Local #1553-PA jurisdiction, shall be considered temporary for a period of 12 months from the date of the promotion. This period is considered a performance probationary period. If management determines the employee is not suitable for the job, the employee shall-revert to their former classification.

## ARTICLE VII – HOURS OF WORK

- 7.1 Normal Office Hours:** Deputies are professional employees and as such are considered exempt for purposes of both the Federal Fair Labor Standards Act and the Washington Minimum Wage Act. The normal office hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. Flex time schedules must have management's prior approval.
- 7.2 Job Share:** With the approval of management, Regular Deputies may be permitted to job share. Job share is defined as two (2) deputies sharing a one (1) FTE (full time Deputy) position. A Regular Deputy participating in a job share situation will have his/her normal step increases lengthened by the same percentage he/she is not working; this will be in accordance with the county's job share percentage program.
- 7.3 Part-Time Deputy:** With the approval of management, a Regular Deputy may be permitted to work part-time. A Regular Deputy working part time will have his/her normal step increases lengthened by the same percentage he/she is not working; this will be in accordance with the county's job share percentage program.

**ARTICLE VIII – SALARY/COMPENSATION**

**8.1 Salary Schedule:**

For 2015, 1553PA employees on the payroll 11/09/15 will receive a wage adjustment based upon 87.5% of the average of the Comp Counties salaries (Clark, Kitsap, Pierce, Snohomish and Yakima) as calculated during the first week of July 2015.

Salary comparison will be determined by Spokane County Human Resources. At 1553PA’s option, they may request the salary comparison be reviewed as soon as practical in Labor/Management but the results of the Human Resources salary survey are not grievable.

For 2016, \$0

For 2017, \$0

**Special Note: If ratification does not occur prior to year end, COLA is forfeited for that year. \*NO RETRO**

The parties acknowledge that neither party is legally bound by the wage formula beyond the current contract period.

**8.2 New Job Classification:** When any position not listed on the Wage Schedule is established, which the parties have mutually agreed will be covered by the Collective Bargaining Agreement, or the PERC has determined is a bargaining unit position, the County may designate a job classification and pay rate for the position, and will notify the Union in writing of the newly created position. Upon notification the Union shall have thirty (30) days to negotiate a change in rate. In the event the Union still does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance at Step 4 of the Grievance Procedure.

**8.3 Pay Period:** The salaries of the Deputies shall be paid semi-monthly.

**8.4 Longevity Compensation:** Deputies with continuous County service from the time of regular full-time employment are paid a longevity benefit calculated at the following:

<u>Continuous Service</u>	<u>Monthly Rate</u>
Over 10 years	\$34.92
Over 15 years	\$52.38
Over 20 years	\$69.84
Over 25 years	\$87.30

**8.5 Continuing Legal Education:** At no expense to the Deputy, the Employer shall provide the opportunity for each Deputy to obtain a minimum of fifteen (15) hours per year of the

required Continuing Legal Education (CLE) as mandated by the WSBA through training programs sponsored by the Washington Association of Prosecuting Attorneys (WAPA), if available, and supplemented, if necessary, through in-house training sessions, other relevant CLE programs approved by the Prosecutor, or a combination of the above. Provided, however, that any time in excess of fifteen (15) hours per year will carry over to the next year so that the Employer is not obligated to provide CLE's in excess of that required by WSBA within a specified period of time.

The Employer shall, after consultation with the Deputy, determine the type, timing and substance of any training under this section in consideration of the Deputy's experience and/or job assignment and the needs of the office. The Employer shall strive to make training commensurate with the Deputy's experience. All training shall be compensated in accordance with the terms of this Agreement.

**8.6 Reimbursement For Certain Training Expenses:**

The Employer and the Union expressly acknowledge that Spokane County incurs substantial expenses for the training of Deputy Prosecuting Attorneys. It is acknowledged that these expenses are expected to be recaptured through services by the Deputy Prosecuting Attorney to the Employer. The Employer and the Union agree that in consideration for the Employer providing the Deputy Prosecuting Attorney with the above expenses, the Deputy Prosecuting Attorney agrees to reimburse Spokane County for all actual expenses incurred, in the event that the Deputy Prosecuting Attorney's employment with Spokane County ceases due to any cause other than "termination" or "retirement", within twelve (12) months from completion of the training.

Credit for service rendered will be given against the reimbursement obligation at the rate of one-twelfth (1/12) of the total reimbursement obligation for each month of continuous employment that follows the completion of the training.

The Employer and the Union expressly agree that the Deputy Prosecuting Attorney, pursuant to RCW 49.48.010, agrees to allow Spokane County to deduct any and all reimbursement obligations due Spokane County from any final wage or salary payment due the Deputy Prosecuting Attorney. Further, the Employer and the Union agree that in the event Spokane County incurs legal fees or other costs of collection in an effort to collect any delinquent legal fees or other costs of collection in an effort to collect any

delinquent sums owing pursuant to this Agreement, the Deputy Prosecuting Attorney will pay such expenses in addition to the portion of the reimbursement obligation then due.

The Employer and the Union expressly agree that the following training are excluded from the above reimbursement requirement: All WAPA training, all NAC training, all Washington State Family Support training, all training where the costs are paid by another agency.

**8.7 Professional Responsibility:**

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

8.7.2. **Mandatory Fees:** The County shall pay all mandatory fees to the Washington Bar Association for each Deputy on a yearly basis.

**8.8 Books:** The employer shall provide funding during each year for the following books: Court Rules; Tegland's Courtroom Handbook on Washington Evidence (not to exceed 50 copies); RCW Selected Titles for each criminal deputy prosecuting attorney; and the family law and welfare editions of the RCW for each family law deputy.

**8.9 Court Sanctions:** The Employer shall pay any sanctions, terms, or fines levied by any court against Deputies for acts or omissions committed by Deputies in good faith and within the scope of their official duties. The Prosecuting Attorney or his/her designee shall resolve any and all questions relating to whether the Deputy acted in good faith and within the scope of his or her official duties, in accordance with procedures. The decision of the Prosecuting Attorney or his/her designee is subject to the grievance procedure.

**8.10 On Call Compensation:** One qualified deputy prosecuting attorney shall be designated the on-call deputy per week, as posted on a rotating basis, and such deputy shall be compensated \$150.00 above their base pay for the week on call.

**8.11 Mileage and Travel Time:** The Employer agrees to furnish Deputies transportation necessary to perform their official duties, including CLE/WAPA training or to reimburse

Deputies for using their own transportation at the currently authorized Spokane County rate for all miles driven.

**8.12 Calculating Salary:** See Appendix A

**8.13 Supervisor Pay:** Any deputy, who is not a senior attorney, while assigned to the supervisory position, shall be paid 5 per cent above their regular salary, for performing those supervisory duties.

**8.14 Lag/Real Pay:** 1553PA agree to follow Master Contract Locals when Master Contract Locals move to lag/real pay.

**8.15 Step Increase Process:**

Effective December 15, 2014, the Wage Table will expand the Steps from 1 through 7 to 1 through 13. The differential between steps is 2.56% subject to rounding. For employees hired prior to December 15, 2014, their step placement will be determined by taking their current Step, multiplying by two and subtracting one (Current Step \* 2 – 1 = New Step). For employees hired prior to December 15, 2014, future step increases will be in increments of 2 Steps until the top step is achieved. For example, if on December 15, 2014, an employee is at Step 2, they would move to Step 3 and move to Step 5 on their anniversary date. For employees hired after December 15, 2014, the employee will move in one step increments.

Examples:

Current step =  $1 * 2 - 1 = 1$

Current step =  $3 * 2 - 1 = 5$

Current step =  $7 * 2 - 1 = 13$

**8.16 Methods of Salary and Wage Payment**

Two methods of payment of salary and wages will be offered.

1) Direct Deposit

The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided in Section 2) below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period.

The employee is responsible for informing the county of any changes in their designated financial institution.

Pay advices will be available to all employees in accordance with federal and State employment law and regulations.

2) Physical Checks

A check (warrant) will be printed and delivered (or mailed) to the employee only in the following situations:

- a) The first paycheck of a new hire for a permanent position;
- b) The last paycheck coinciding with or following separation from employment;
- c) A paycheck produced solely to correct an error; or
- d) A paycheck mailed to the employee only if the employee does not maintain an account at a financial institution. The employee must designate a mailing address and sign an acknowledgement that the check will be mailed using USPS on payday. The employee is responsible for informing the county of any changes in their mailing address.

## ARTICLE IX – HOLIDAYS

- 9.1** The following days shall be recognized and observed as paid holidays:
- New Year's Day (January 1st)
  - Martin Luther King Jr.'s. Birthday<sup>1</sup> (3rd Monday in January)
  - President's Day (3rd Monday in February)
  - Memorial Day (Last Monday in May)
  - Independence Day (4th of July)
  - Labor Day (1st Monday in September)
  - Veteran's Day (November 11)
  - Thanksgiving Day (4th Thursday in November)
  - Day after Thanksgiving (4th Friday in November)
  - Christmas Day (December 25)
- 9.2** Any other day so designated as a one (1) time holiday by the Governor of the State of Washington or the President of the United States shall be recognized and observed as a one (1)time event. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.
- 9.3** **Floating Holidays:** Full time Deputies shall be entitled to one paid floating holiday per calendar year as listed above. Each Deputy may select the day on which the Deputy desires to take the additional holiday after consultation with the Deputy's supervisor. Deputies hired on or after September 1<sup>st</sup> in any calendar year shall not qualify for floating holidays in that year.

## **ARTICLE X – SICK LEAVE**

### **10.1 Eligibility and Accumulation:**

- 10.1.1. Deputies shall start to earn sick leave at the rate of one day per month as of the 1st of the month nearest their date of hire. Deputies hired on or before the 15th of the month shall receive credit for the full month. Deputies hired after the 15th of the month shall not receive credit for that month. Deputies separating from service on or before the 15th of the month will not receive any credit for that month. Deputies separating after the 15th of the month will receive credit for the full month.
- 10.1.2 Sick leave may accumulate to a total of one hundred eighty (180) days for those Deputies not covered by long term disability.

### **10.2 Disability Insurance**

- 10.2.1 Notwithstanding the provisions of this section, Deputies who have made a previous irrevocable long term disability choice shall retain that choice when they become covered by the terms of this contract
- 10.2.2 The Employer shall provide and pay premiums for a disability insurance plan. Deputies covered by this Agreement on or before June 1, 1989, shall be given a one-time irrevocable choice of the following:
  - 10.2.2.1. Continue receiving the sick leave benefits specified as follows:
    - To be covered by disability insurance and a modified sick leave plan which limits the maximum accumulation to seventy-five (75) days and allows no payoff of accumulated sick leave upon termination. Current Deputies electing disability insurance and modified sick leave coverage who have accumulated sick leave in excess of seventy-five (75) days shall retain sick leave days until they are used. Such Deputy shall not earn additional sick time until their accumulated sick leave is less than seventy-five (75) days.
- 10.2.3 Deputies hired after June 1, 1989, shall be covered by the disability insurance and modified sick leave plan.

### **10.3 Allowance/Notification**

- 10.3.1 The Employer and the Union agree that sick leave shall not be used in lieu of annual leave.
- 10.3.2 Any Deputy contracting or incurring any sickness or disability, which renders such Deputy unable to perform the duties of his/her employment, shall

receive sick leave with pay up to the amount they have accumulated. Any Deputy who for any reason must take sick leave, shall, as soon as possible, notify his/her immediate supervisor or his/her designee.

- 10.3.3 In the event of sickness, disability, medical or dental appointments or death in the immediate family requiring the presence of the Deputy, he/she shall be granted sick leave with pay. The immediate family shall be defined as: A spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or a more distant relative if living as a member of the Deputy's immediate family.

**10.4 Unused Leave:**

- 10.4.1 **Deputies Covered by PERS II:** Deputies shall be compensated in cash for fifty percent (50%) of up to one hundred thirty (130) days of accumulated unused sick leave upon retirement or death. In the event of death, payment is to be made to the estate of the Deputy. Compensation under this section shall not exceed the equivalent of sixty-five (65) days pay. This procedure will be done in accordance with Article 10.2.

- 10.5** Notwithstanding the provisions of Article 10.4, unused sick leave, if applicable, will be paid and credited in accordance with applicable state laws and the Bowles decision in Superior Court of King County, Cause No. 88-2-02100-7.

- 10.6** Domestic Partner Benefits –Members who have registered with the Secretary of State as a Domestic Partner and have a copy of the Washington State Certificate of State Registered Domestic Partnership in their personnel file are entitled to:

- a. Member's State certified Domestic Partner will be considered an "immediate family" member for purposes of Sick Leave and eligible for all the rights and responsibilities under the terms and conditions of Sick Leave provisions in their respective Collective Bargaining Agreements; and
- b. Bereavement Leave - Member are entitled up to three (3) days (7.5 hours per day to a maximum of 22.5 hours) off with pay, not chargeable to sick leave balance if member suffers a death of a spouse, State certified domestic partner, parent, children, brother, sister, grandparent, in-laws, and parents or siblings of State certified domestic partner, or a more distant relative if living as a member of the member's immediate household.

Two (2) additional days (7.5 hours per day to a maximum of 15 hours) may be authorized if travel time is needed for out-of-town funerals.

To be considered out-of-town, the employee must travel outside Spokane County and not return home during the bereavement leave.

Bereavement leave can be utilized over a ten (10) calendar day period after the death.

If the employee requires additional bereavement time, they may request additional time off.

c. Members who divorce spouse or terminate Domestic Partnership must notify employer immediately by effective date of divorce/termination or may be subject to discipline under the terms of their respective CBAs.

## ARTICLE XI – OTHER LEAVES

### 11.1 Eligibility, Application and Authorization:

- 11.1.1 Deputies shall be eligible for leaves of absence not mandated by State or Federal law after the new hire probationary period. For the purposes of Leaves of Absences the probationary period is time in service worked.
- 11.1.2 Any request for leave shall be submitted in writing by the Deputy to the Prosecuting Attorney or their designee. The request shall state the reason the leave is being requested and the length of time the Deputy desires.
- 11.1.3 Authorization or denial for a leave shall be furnished in writing to the Deputy by Prosecuting Attorney or their designee within five (5) calendar days. Requests for emergency/immediate leave not covered by other leaves shall be answered by the end of the shift if possible. Any denial for a leave shall include written reason(s) for denial.
- 11.1.4 State or Federal laws that cover military, maternity, family leave or any other leave shall be posted in all departments, shops, offices, etc.

### 11.2 Types of Leave: Leaves granted by the Prosecuting Attorney or their designee include, but are not limited to, the following:

- 11.2.1 Jury Duty: Leave shall be allowed by the Prosecuting Attorney or their designee to permit a Deputy to serve as a member of a jury. Each Deputy who is granted such leave and receives any compensation, shall be paid by the Employer for the time he/she is absent only in the amount of the excess of his/her regular salary over the compensation received for such jury duties. The Employer may request the court to excuse the Deputy. In the event a Deputy reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released.
- 11.2.2 Court Appearance: Leave with pay may be authorized for Deputies required to appear in court.
- 11.2.3 Voluntary Civic Duties: Leave may be authorized by the Prosecuting Attorney or their designee to permit a Deputy to exercise his/her voluntary civic duties. Such leave may be without pay.
- 11.2.4 Military: The Employer agrees to grant military leave in accordance with State and Federal law for a period not exceeding twenty-one (21) working days during each calendar year.

- 11.2.5 Educational: Regular deputies, at the Employer's option, may be granted paid leaves for job related educational and training purposes - not to exceed one (1) accumulative month in any calendar year - to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.
- 11.2.6 Maternity Leave: The Employers agree to grant maternity leave in accordance with State and Federal laws.
- 11.2.7 Family Leave: In accordance with the provisions of RCW 49.12 and any other State and Federal law, the Employer agrees to grant family leave. Deputies shall have the option of using accumulated sick leave, annual leave or comp time while on family leave.
- 11.2.8 Spokane County Activities: Leave may be allowed by the Employer to permit an Deputy to interview and take examinations for Spokane County positions and may be allowed to serve on Spokane County committees during working hours without loss of pay.

**11.3 Shared Leave:**

11.3.1 Shared leave will be provided in accordance with county policy.

**11.4 Leave of Absence; Impact on Benefits:** Deputies must be in a paid status for one-half (1/2) of their scheduled work days during the month to earn credit for paid leave time, benefits based on length of service, or premiums paid into a group insurance program. Deputies on an unpaid leave of absence will be allowed to continue their insurance benefits up to six (6) months by personally paying all premiums in accordance with procedures established by the County Auditor. The provisions of the paragraph above shall not apply to Deputies on an unpaid leave of absence due to a compensable industrial accident. (Note: See Section 13.3.2 re Insurance Extension).

## ARTICLE XII – VACATION LEAVE

### 12.1 Eligibility and Allowance:

12.1.1 Deputies shall start to earn annual leave allowance as of the first of the month nearest their date of hire. Deputies hired on or before the 15th of the month shall receive credit for the full month. Deputies hired after the 15th of the month shall not receive credit for that month. Newly hired probationary Deputies shall not be eligible to take paid vacation until they have accrued six (6) days of vacation. Deputies separating from service on or before the 15th of the month will not receive any credit for that month. Deputies separating after the 15th of the month will receive credit for the full month.

12.1.2 Annual leave allowance shall be earned annually based on the following schedule:

12.1.2.1 One (1) working day per month for all Deputies having less than five (5) years of service.

12.1.2.2 One and one-fourth (1-1/4) days per month for all Deputies having at least five (5) years of service, but less than ten (10) years of service.

12.1.2.3 One and one-half (1½) days per month for all Deputies having at least ten (10) years of service, but less than fifteen (15) years of service.

12.1.2.4 One and three-quarter (1-3/4) days per month for all Deputies having fifteen (15) years of service, but less than twenty (20) years of service.

12.1.2.5 Two (2) days per month for all Deputies having twenty (20) years of service, but less than twenty-five (25) years of service.

12.1.2.6 Two and one-quarter (2-1/4) days per month for all Deputies having twenty five (25) years or more of service.

**12.2 Annual Leave Pay:** The rate of annual leave pay shall be the Deputy's regular rate of pay in effect were the Deputy on the job at the time.

### 12.3 Choice of Annual Leave Period:

12.3.1 Annual leave shall normally be granted at the time requested by the Deputy. If the nature of the work makes it necessary to limit the number of Deputies on vacation at the same time, the Deputy with the most seniority shall be given his/her choice of annual leave period. In the event of any conflict over

annual leave periods, however, a Deputy with more seniority shall not be allowed to take more than twenty (20) days annual leave during such period.

12.3.2 Annual leave may be accumulated to a total of twice the amount earned annually or to a maximum amount of forty (40) working days' credit, whichever is the lesser. Any annual leave accumulated beyond this limit will be forfeited, unless the Deputy is asked in writing by the Prosecuting Attorney or their designee to defer his/her vacation because of work schedules. In this case the annual leave shall not be forfeited. A Deputy may not be paid additional compensation for earned vacation time not taken, except at the time of severance from the County employment as hereinafter provided.

**12.4 Vacation Rights in Case of Layoff or Separation:** Any Deputy who is laid off, discharged or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation, he/she has accumulated at the time of separation which is computed based upon his/her base pay plus longevity if applicable. For retirement purposes, vacation payoff, if applicable, shall be credited in accordance with applicable state laws and the Bowles decision, in the Superior Court of King County, Cause No. 88-2-02100-7.

## ARTICLE XIII – INSURANCE BENEFITS

### 13.1 Medical/Dental Insurance

13.1. Medical/Dental – Unless mutually agreed or Health Care Committee authorizes changes, County agrees to provide at least two (2) medical/dental plans; the Spokane County Preferred Provider Plan (PPO) and a Health Maintenance Organization Plan (HMO). For dental coverage, Delta Dental of Washington (PPO) and Willamette Dental (DMO) plans.

The Employees' monthly premium share towards for the PPO or HMO medical, dental and vision plans will be based on the following percentages of the total cost of the coverage:

Employee	5%
Employee & Child(ren)	10%
Employee & Spouse	10%
Full Family	10%

13.1.2 Employee's monthly premium sharing costs will be set up to be paid with pre-tax dollars. The employee's monthly premium will be split over the two pay periods in the month.

13.1.3 For clarification purposes employees' percentage premium share includes the Delta Dental of Washington PPO plan or Willamette Dental DMO plan.

13.1.4 No provision for retiree medical plan.

13.1.5 The major elements of the medical plans shall be as follows:

(HMO) Group Health Plan	(PPO) Self-Insured Plan
\$200 Deductible	\$500 Deductible
90% Coinsurance	80/60% Coinsurance
\$30 Office Visit Co-pay	\$30 Office Visit Co-pay
\$1,000 Coinsurance max + Deductible	\$2,000 Coinsurance max + Deductible
\$15/\$30/50 RX Retail	\$15/\$30/\$50 RX Retail
2 x RX Mail Order	2.5 x RX Mail Order
Mandatory Generics	Mandatory Generics
\$150 ER Co-pay	\$150 ER Co-pay
\$150 Vision Hardware Every 24 months	Covered in Full Up to \$300 Calendar Year Maximum

**13.2 Dental Insurance:**

13.2.1 The Employer agrees to provide two (2) dental plans; the Spokane County Self Insured Preferred Provider Plan (PPO), Delta Dental of Washington (DDW – PPO) and the Dental Maintenance Organization (DMO), Willamette Dental.

13.2.2 In the event that the premium selected by the Deputy for the Deputy and dependents, if any, is less than the Employer's maximum contribution, the difference shall remain in the designated self-insured dental fund.

13.2.3 The Employer further agrees that the level of coverage provided by Spokane County Dental administered by WDS shall not be reduced during the term of this agreement even in the event that the carrier of said coverage is changed.

**13.3 Life Insurance:** The Employer agrees to provide and pay the full premiums for a \$10,000 Deputy Life Insurance Policy. Supplemental life insurance is available at the Deputy's option and eligibility. The expense of the supplemental insurance is that of the Deputy.

**13.4 Eligibility:**

13.4.1 All new employees benefits will become effective depending on their hire date. For those hired between the 1<sup>st</sup> and 15<sup>th</sup> of the month, these new hires will be provided medical and dental benefit coverage effective on the 1<sup>st</sup> of the month following the date of hire. If hired between 16<sup>th</sup> and the end of the month, medical and dental benefit coverage will become effective on the 1<sup>st</sup> of the month following one month of employment.

13.4.2 Deputies separating from service between the 1<sup>st</sup> and 15<sup>th</sup> of the month shall retain their coverage through the end of the month. Those Deputies separating between the 16<sup>th</sup> and the end of the month shall retain their coverage through the end of the following month.

13.4.3 No double coverage for Spokane County employees.

13.4.4 Insurance Extension: Any Deputy eligible for sick leave and annual leave benefits, who is unable to resume the duties of his/ her employment by the County because of proven illness or injury, shall, for a period of six (6) months after exhaustion of said leave and annual leave benefits, continue to be provided the County contribution toward group insurance benefits.

13.4.5 For the purposes of insurance, medical/dental coverage and related items 1553-PA may participate in the coalition agreement.

- 13.5 Local 1553PA agrees to parity with Master Contract regarding Medical/Dental and Vision if changes to premium share or plan design occur.

## ARTICLE XIV – DISCIPLINE/DISCHARGE

**14.1 Principles:** In the administration of this article, a basic principle shall be that discipline should be corrective in nature rather than punitive.

14.1.1 Discipline Disciplinary action or measures shall be appropriate for the offense and shall include only the following:

14.1.1.1 Documented oral reprimand

14.1.1.2 Written reprimand

14.1.1.3 Suspension (Notice to be given in writing within twenty-four (24) hours of action.)

14.1.1.4 Demotion (Notice to be given in writing within twenty-four (24) hours of action.)

14.1.1.5 Discharge (Notice to be given in writing within twenty-four (24) hours of action)

**14.1.1.6** At the employer's discretion, employee's annual leave balance can be used in lieu of an unpaid suspension. Seniority will still be adjusted for the length of the disciplinary suspension.

**14.2** Any disciplinary action or measure above a documented oral reprimand imposed upon an Deputy may be processed using the contractual grievance procedure below. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses. The Deputy shall have the right to Union representation at all disciplinary actions or measures. The employer shall inform the Deputy when a meeting or investigation may result in disciplinary action.

### **14.3 Suspension/Demotion/Termination**

The employer shall not discharge or otherwise discipline any Deputy without just cause. The Deputy and his steward will be notified in writing that the Deputy has been suspended, demoted and/or discharged.

14.3.1 In cases of suspension/demotion/termination, the Deputy shall have the right to a pre-suspension/pre-demotion/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The Deputy shall have the right to have a Union representative present. The Deputy and his/her steward will be notified in writing that the Deputy has been suspended, demoted and/or terminated.

14.3.2 Probationary Deputies may not grieve discipline or discharge.

#### **14.4 Grievance and Arbitration Procedure**

Any grievance (a complaint of an alleged violation of a specific term of this agreement) or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

To be considered a bona-fide grievance the alleged violation must contain the following:

- 14.4.1 The specific contract provision violated.
- 14.4.2 The specific action(s) that occurred that violated the contract provision listed above.
- 14.4.3 How that action violated the specific terms of the agreement.
- 14.4.4 When the violation is to have taken place.
- 14.4.5 Where the violation is to have taken place, if appropriate.
- 14.4.6 A brief description of the events surrounding the violation.
- 14.4.7 The remedy sought.
- 14.4.8 Both parties agree that they will meet at each step of the Grievance Procedure to reach a settlement and any grievance settled by the signatory parties thereto in any of the following steps is final and binding.

**STEP 1** The Deputy or Union may take up the grievance or dispute with the Deputy's immediate supervisor within ten (10) working days of its occurrence, or it is waived. If at that time the Deputy or Union is unaware of the grievance, they shall take it up within ten (10) working days of the date they should have known of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the Union Official within ten (10) working days.

**STEP 2.** If the grievance still remains unadjusted, the Union Official and/or grievance committee shall present it to the Prosecutor or their designated representative in writing within ten (10) working days after the response of the supervisor is due. The Prosecutor or their designated representative shall respond in writing to the Union Official and grievance committee within ten (10) working days.

**STEP 3.** If the grievance is still unsettled, it shall be presented by the Union to the Human Resources Director within ten (10) working days after the response of the Prosecutor is due. The Human Resources Director shall schedule a meeting with the Union and respond to the Union within ten (10) working days.

**STEP 4.** If the grievance is still unsettled, either party may within thirty (30) working days after the reply of the Human Resources Director is due, by written notice to the other, demand arbitration, or this right is waived.

14.4.9 **ARBITRATION** A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by the County and the Union within seven (7) days after the list is received. Both the County and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

14.4.9.1 Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator's decision shall not involve any action by either party which is beyond its jurisdiction, nor shall a decision amend, alter or modify this Agreement, and its term shall be limited to the interpretation application of this Agreement. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after conclusion of testimony and argument.

14.4.9.2 Expenses for the arbitrator's services and the proceedings shall be borne completely by the party to receive the unfavorable decision. In case of a compromise decision being not clearly favorable to either party, the parties shall equally share the expense. However, each party shall be responsible for compensating its own representative and witnesses except as provided elsewhere in this Agreement. If either party desires a verbatim record of the proceedings, they may request such a record to be made, providing they pay for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the Employer shall be processed in the same manner, but they shall be initiated at Step 2 with the Staff Representative.

- 14.4.9.3 Unless otherwise determined by an arbitrator's decision, any deputy found to be unjustly suspended or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.
- 14.4.9.4 Time frames may be extended or steps waived at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should the Deputy or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the grievant or Union shall have the right to proceed to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) work days following the conclusion of the delay to proceed with the grievance process.

**14.5 Processing Grievances During Working Hours**

- 14.5.1 Grievance committee members may, with the approval of the supervisor, investigate and process grievances during working hours without loss of pay. Approval shall be normally granted based on the needs of the business.
- 14.5.2 In the processing of a grievance, the committee should be limited to a total of two (2) members plus the grievant, unless mutually agreed otherwise.

## ARTICLE XV – GENERAL PROVISIONS

**15.1 Work Rules:** The Employer agrees to notify the Union in writing of any changes in existing work rules or the establishment of new work rules.

**15.2 Seniority:**

15.2.1. Seniority shall be defined in the following order of importance: (1) Total length of service as an attorney within the Spokane County Prosecuting Attorney's Office; and then consider (2) prior relevant experience practicing law. For Deputies who are part-time or in a job share situation, seniority accrues at the same percentage of time that a Deputy works. Seniority starts accruing from the first paid actual work date as an attorney for the Spokane County Prosecuting Attorney's Office as determined by payroll. Management shall provide a seniority list to the union 30 days from the date of this contract, to be updated yearly.

15.2.2. For the purpose of computing seniority, all authorized leave with pay, except any leave of absence granted during the probationary period, shall be considered as time worked. Deputies who are laid off as a result of a reduction in positions, and who are subsequently reinstated, shall retain their full seniority and benefits except such period of layoff.

**15.3 Layoffs and Recall Procedures:**

The parties agree that the effect of a layoff is negotiable; therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the Bargaining Unit and any subsequent recall. Prior to any actual layoff, Labor-Management will consider acceptable alternatives to layoffs.

15.3.1- Layoff

15.3.1.1 No layoffs shall be executed as long as there are extra help deputies.

15.3.1.2. In the event of a layoff for any reason, Deputies shall be laid off in the inverse order of their department seniority in their job classification. In the event of a tie in department seniority, then total length of service as an attorney within the Spokane County Prosecuting Attorney's Office shall prevail. If there is still a tie, then prior relevant experience practicing law shall prevail.

15.3.1.3 Deputies being laid off shall be given written notice of such layoff thirty (30) days prior to the layoff if possible. In no event shall written notice of layoff be less than ten (10) working days.

### 15.3.2- Bumping

- 15.3.2.1. If an Deputy is laid off and that Deputy has greater seniority than that of other Deputies in a lower job classification or a previously held job classification, he/she may then bump the least senior, lower class Deputy. The Deputy who has been bumped shall then have the same opportunity to bump downward.

### 15.3.3 Recall

- 15.3.3.1. Deputies who are laid off, or bumped in lieu of layoff, shall have the first opportunity to fill vacancies in their former classification.
- 15.3.3.2. Deputies shall retain all benefits and seniority accrued prior to layoff when recalled to work, minus the time laid off.
- 15.3.3.3. Recall rights under this provision shall be limited to eighteen (18) months from the date of layoff. Deputies may refuse a recall once. A second refusal to return to work will remove an Deputy from the recall list. Laid off Deputies who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off Deputy or hand delivered to the Deputy.
- 15.3.3.4. Any temporary or extra help work required by a department in a job classification in which there are Deputies on layoff shall be offered to laid off Deputies.

### 15.3.4- Definitions

- 15.3.4.1. **Job Classification Seniority:** Total length of service within a job classification within the Bargaining Unit.
- 15.3.4.2. **Department:** Defined as the Spokane County Prosecuting Attorney's Office

## **ARTICLE XVI. PURGING OF PERSONNEL FILES**

Former Deputies may request destruction of personnel files pursuant to the Records Retention Act, RCW 40.14.

## ARTICLE XVII. LOCKOUTS AND STRIKES

- 17.1 Lockouts:** No lockouts of Deputies shall be instituted by the employers during the terms of this Agreement.
- 17.2 Strikes:** No strikes, slowdowns, or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of the Agreement.

## **ARTICLE XVIII – SUPPLEMENTAL AGREEMENT**

This Agreement may be amended, provided both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed shall become a part of this Agreement and subject to all its provisions.

## **ARTICLE XIX – SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction in a final judgment, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts and provisions shall remain in full force and effect.

**ARTICLE XX – DURATION OF AGREEMENT**

This contract shall remain in effect for a three-year period of time commencing January 1, 2015 through December 31, 2017.

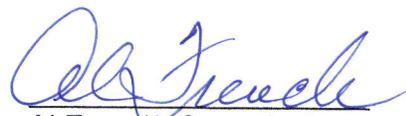
IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR 1553 PA:

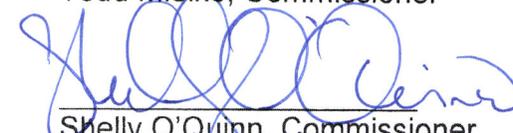
  
\_\_\_\_\_  
Mark Lindsey, President

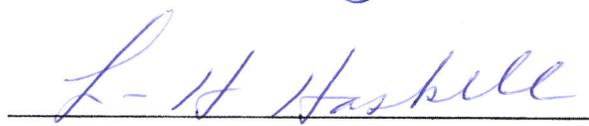
  
\_\_\_\_\_  
Gordon Smith, Staff Rep

FOR THE EMPLOYER

  
\_\_\_\_\_  
Al French, Commissioner

  
\_\_\_\_\_  
Todd Mielke, Commissioner

  
\_\_\_\_\_  
Shelly O'Quinn, Commissioner

  
\_\_\_\_\_  
Larry Haskell, Spokane County Prosecutor

**APPENDIX A – SALARY SCHEDULE  
APPENDIX “A”**

**CLASSIFICATIONS AND WAGE RATES**

**1. Classifications and Wage Rates**

**CLASSIFICATION**

**RANGES**

**2015 SALARY RANGE ADJUSTMENTS**

<b>Attorney 1</b>				Step 7	Step 8	Step 9	Step 10
Current – 5UK				4,656.62	4,682.52	4,799.40	4,922.28
	Step 11	Step 12	Step 13				
	5,045.14	5,174.32	5,303.48				

<b>Attorney 2</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	5,563.94	5,706.40	5,848.84	5,998.58	6,148.32	6,305.76	6,463.20
Current – 7DE							
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
	6,628.68	6,794.16	6,998.12	7,142.06	7,324.92	7,507.76	

<b>Sr. Attorney</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current- 7WE	6,726.64	6,898.86	7,071.06	7,252.10	7,433.14	7,623.46	7,813.76
	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
	8,013.82	8,213.88	8,424.18	8,634.48	8,855.56	9,076.62	

**2. On-Call Compensation (Article VIII, 8.10)**

In addition to the wages listed above, one qualified deputy prosecuting attorney shall be designated the on-call deputy for the week and shall be compensated \$150.00 per week in addition to their base pay for the week on call.