

**LABOR AGREEMENT**  
**BETWEEN**  
**THE SKAGIT COUNTY PROSECUTOR,**  
**SKAGIT COUNTY**  
**AND**  
**SKAGIT COUNTY PROSECUTING ATTORNEYS' GUILD**  
**JANUARY 1, 2022– DECEMBER 31, 2023**



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## AGREEMENT

The Board of County Commissioners and the Prosecuting Attorney of Skagit County, Washington, hereinafter known as the Employer, and The Skagit County Prosecuting Attorneys Guild (SCPAG), hereinafter known as the Guild, do hereby reach Agreement for the purpose of enhancing the material conditions of the employees, promote the general efficiency of the Office, to eliminate as far as possible, political considerations from policy, and to promote the morale, well being and security of employees.

### ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Guild as the exclusive collective bargaining representative for all full-time and regular part-time Deputy Prosecuting Attorneys of Skagit County, excluding supervisors, confidential employees, elected officials, the Civil Division and all other employees.
- 1.2 A full-time employee is an employee who regularly works forty (40) hours per week. A regular part-time employee is an employee who regularly works less than forty (40) hours per week but works twenty (20) hours or more per week for five (5) months or longer.
- 1.3 The Employer agrees to deduct from the salaries of all employees dues hereafter becoming due from such employee to the Guild.
- 1.4 The Employer shall transmit to the Guild the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Guild.

### ARTICLE 2 – GUILD-MANAGEMENT RELATIONS

- 2.1 All collective bargaining with respect to salaries, hours and working conditions shall be conducted by the authorized representatives of the Guild.
- 2.2 Agreements reached between the parties of this Agreement shall become effective only when signed by the President of the Guild, the Prosecuting Attorney, and the Board of County Commissioners.
- 2.3 The Guild shall select from its members a committee of up to three (3) including the Guild President to serve with the Guild Representative in negotiations with the Employer. Negotiations shall be conducted at mutually agreed times and places.
- 2.4 Members of the bargaining unit negotiating team will be paid their usual salary whenever negotiations are scheduled during an employee's normal working hours.
- 2.5 Official Guild Representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the Employer, or when adjusting grievances or complaints. Such representatives shall obtain permission from their supervisor before leaving the job site. Such representative who wishes to contact an employee or employees on the job concerning a grievance or complaint shall first obtain permission from the employee's supervisor. Supervisors shall cooperate with the Guild representatives in order to expedite and resolve grievances or complaints.

- 2.6 On February 1, of each year, the Guild shall submit to the Employer a written list of Guild officials, negotiating committee and grievance committee members. The Employer shall be notified in writing of any changes that occur during the year within two (2) weeks after such changes occur.
- 2.7 In recognition of the value of communication between the parties and the benefits of cooperative problem solving, the Prosecuting Attorney and the Guild President, or designee, shall meet periodically, but at least quarterly, during the term of this Agreement to discuss matters of mutual concern.
  - 2.7.1 It is understood that any items discussed shall not add to or alter the terms of the collective bargaining Agreement unless ratified by the membership of the Guild and approved by the Board of County Commissioners and the Prosecuting Attorney. It is also understood that none of the parties to this Agreement waives its right to negotiate any bargainable subject.
- 2.8 The Guild shall be entitled to one (1) representative one Benefits Committee.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

The Prosecuting Attorney and the County Commissioners retain and reserve all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and the Rules of Professional Conduct, subject only to the express limitations stated in this Agreement. Examples of such rights include the following:

- 3.1 To plan, direct, control and determine all the operations and services of the office of the Prosecuting Attorney;
- 3.2 To supervise, transfer and direct the workforce;
- 3.3 To establish the qualifications for employment and to employ employees;
- 3.4 To schedule and assign work;
- 3.5 To establish work and performance standards and, from time to time, to change those standards;
- 3.6 To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work;
- 3.7 To make and enforce reasonable rules and regulations;
- 3.8 Employees serve at the will of the Prosecuting Attorney.

### **ARTICLE 4 – GRIEVANCE PROCEDURE**

- 4.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provisions of this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:

- 4.1.1 Step 1: Within ten (10) working days from its occurrence, or from the date the aggrieved employee could reasonably have known of the occurrence, the aggrieved employee shall discuss his complaint with the Prosecuting Attorney. The Guild Representative may be present if the employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken.
- 4.1.2 Step 2: If the grievance is not settled at Step 1. and the Guild wishes to appeal the grievance, it shall be referred in writing to the Prosecuting Attorney for non-salary-related issues, or to the County Commissioners or their designee for salary-related issues within ten (10) working days after the Prosecuting Attorney's answer at Step 1. and shall be signed by both the employee and the Guild official. The Employer's representative shall discuss the grievance within five (5) working days with the Guild official at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the appropriate representatives of the Employer and the Guild. If no settlement is reached, the Employer's representative shall give the Employer's written answer to the Guild within ten (10) working days following their meeting.
- 4.1.3 Step 3: Arbitration Procedure: If the grievance is not settled in accordance with the foregoing procedure, the grievance as previously set forth in writing, may be submitted for arbitration within thirty (30) working days of receipt of the Employer's written response as hereafter provided. Grievances involving discipline or discharge may not be submitted to arbitration. The parties shall select a disinterested party to serve as arbitrator.
- 4.1.4 In the event the Employer and the Guild are unable to agree upon an arbitrator, the Employer and Guild shall request a list of eleven (11) Northwest Arbitrators from the Federal Mediation and Conciliation Service. The agreed upon source shall supply a list of eleven (11) arbitrators from which a selection shall be made by alternately striking one (1) name from the list until only one (1) name shall remain. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the Agreement, and shall not add to, detract from or alter in any way the provisions of this Agreement. Any decisions shall be final and binding upon the parties. The expenses and fees incident to the services of the arbitrator shall be equally shared by the Employer and the Guild. Any expenses associated with the representatives of the parties in arbitration, including attorney's fees, shall be borne by the respective party.
- 4.2 Failure of the Guild to meet any of the timelines within shall void the grievance. If the Employer fails to meet any of the timelines the grievance shall proceed to the next step. The timelines may be extended by mutual Agreement.
- 4.3 Only signatories to the Agreement may advance a grievance to arbitration.

## **ARTICLE 5 – SENIORITY, LAYOFF AND RECALL**

- 5.1 Seniority. For purposes of layoff and recall rights, seniority shall be defined as a Deputy Prosecutor's months of continuous service (inclusive of unpaid leaves as a full-time or regular part-time Deputy Prosecutor).

- 5.2 Layoff Procedures. In the event of a layoff, The Prosecuting Attorney shall consider individual performance, skills, and abilities, and the needs of remaining positions. If such factors are equal, consideration shall be given to seniority. .
- 5.3 Recall. After a layoff, all laid-off Deputy Prosecutors shall have their names placed on a recall register for the position from which they were laid off,. Such recall register(s) shall last for eighteen (18) months. If new hiring takes place during that recall period, the Prosecuting Attorney shall consider recall of Deputy Prosecutors if, in the sole discretion of the Prosecuting Attorney, the Deputy is qualified.

## **ARTICLE 6 – DISCIPLINE – TERMINATION**

- 6.1 The Prosecuting Attorney retains the right to discipline or discharge any employee as an at-will employee. Although the Prosecuting Attorney shall determine the ultimate level of discipline, principles of progressive discipline will generally be used.
- 6.1.1 The Prosecuting Attorney shall provide the Deputy with the basis for the discipline or discharge decision.
- 6.2 Any disciplinary or termination action involving a regular employee may be subject to the Grievance Procedure up through the Prosecuting Attorney. After a review of the grievance by the Prosecuting Attorney, his/her decision is final and binding.
- 6.3 In cases of disciplinary suspensions or termination, the Deputy shall have the right to a pre-termination meeting. He/she shall be presented 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 Guild representative present. After the pre-termination meeting, the Deputy will be notified in writing of the final decision.
- 6.4 Probationary Deputies may not grieve any discipline or discharge. Probation is an extension of the selection process and failure of the probationary period as determined by the Prosecuting Attorney, shall not be subject to appeal through the grievance procedure or otherwise.

## **ARTICLE 7 – PAID HOLIDAYS**

- 7.1 The following shall be paid observed holidays and are the legal holidays:

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

- 7.1.1 Employees shall be entitled to two (2) paid personal holidays per calendar year in addition to those specifically named in this section. Each employee may select the

days on which the employee desires to take a personal holiday subject to the approval of the Employer. New employees shall be eligible for the said personal holidays following six (6) months of continuous service, so long as employee is scheduled to be continuously employed for a period of one (1) year. Floating holidays must be taken during the calendar year, or entitlement will lapse, except when the employee has requested a personal holiday and the request has been denied.

7.1.2 For the term of this agreement and not beyond, the two floating holidays referenced in 7.1.1 shall be increased to three (3). In the 2022 contract year only, an employee may substitute a floating holiday for an already used vacation day. This provision (7.1.2) shall sunset in entirety at the conclusion of the 2022-2023 contract term.

7.2 Whenever a legal holiday falls on Sunday, the next Monday shall be considered a legal holiday. Whenever a legal holiday falls on Saturday, the previous Friday shall be considered a legal holiday.

7.3 Regular part-time employees shall receive prorated holiday pay based on the total hours compensated for the month or a percentage of a full-time work month of one hundred seventy-three point three-three (173.33) hours.

7.4 An employee shall be eligible for the paid holidays so long as the employee is in attendance or on authorized paid leave the workday prior to and the workday following the day on which the holiday is observed, or in the case of employees on authorized time loss for an industrial insurance claim.

7.5 All holidays are an 8 hour day. Floating holidays may be used in one-hour (1 hr.) increments. Holiday observance in one-hour (1 hr.) increments does not alter the employee's FSLA exempt status.

**ARTICLE 8 – VACATIONS**

8.1 Vacation leave shall be computed from the last day of hiring if the employee left Skagit County for any reason other than military service for over a one-year period.

8.2 In allocating vacation time, seniority shall be followed as nearly as possible and means shall be provided for employees to indicate preferred vacation time.

Vacation shall be accrued each pay period on the basis of the following chart:

PERIOD COVERED	DAYS/YEAR	HOURS/Eligible Compensated Hour
One (1) through three (3) years	10	.0385
Four (4) through ten (10) years	15	.0576
Eleven (11) years	16	.0615
Twelve (12) years	17	.065
Thirteen (13) years	18	.0692
Fourteen (14) years	19	.0731
Fifteen (15) years	20	.0769
Sixteen (16) years	21	.0807

Seventeen (17) through nineteen (19) years	22	.0846
Twenty (20) years and over	23	.0885

- 8.3 Annual leave with pay shall be allowed for each new employee upon the completion of their first six (6) months of service. After six (6) months of service, each employee shall be allowed to take vacation according to the amount of vacation time he/she has accrued up to that month.
- 8.3.1 Vacation leave may be accrued to a maximum of eighty (80) hours over and above that earned in any one year. Any time vacation is accrued in excess of eighty (80) hours over and above that earned in any one year due to the employee's vacation being deferred at the request of the Employer or due to heavy workload is unable to take time off, a letter shall be submitted to the Employer asking him to authorize that any vacation in excess of eighty (80) hours over be credited to the employee until the employee is able to take the time off, within the next six (6) months.
- 8.4 Vacation days for purposes of accrual shall consist of eight (8) hours per day for 40 hour/work week positions.
- 8.5 Upon retirement, resignation or termination, an employee who has completed six (6) months of continuous service will be allowed pay for vacation accrued up until the last day worked. A maximum of two hundred forty (240) hours shall be allowed to be cashed out.
- 8.6 The Prosecutor shall have the authority to approve vacation requests.

#### **ARTICLE 9 – SICK LEAVE**

- 9.1 Cumulative sick leave with pay shall accrue to all full-time employees at the rate of one (1) working day of leave for each calendar month of service. Total accumulations shall not exceed 960 hours. Sick leave is earned at the rate of eight (8) hours per month.
- 9.2 Employees who are granted leave with pay shall continue to accrue sick leave during such absence.
- 9.3 Sick leave shall be granted for the following reasons, or for any other reason required by law:
- 9.3.1 Personal illness or physical incapacity of which renders them unable to perform the duties of their position, exclusive of physical incapacity, self-inflicted.
- 9.3.2 Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
- 9.3.3 Temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
- 9.3.4 Enforced quarantine in accordance with health regulations.
- 9.3.5 Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited as indicated below. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of consanguinity of spouse, parent, grandparent, grandchildren, brother, sister, child,



or parent of the spouse, but not aunt, uncle, cousin, niece, or nephew unless living in the employee's household.

- 9.3.6 Medical, dental or optical appointments.
- 9.3.7 With the prior approval of the Board of County Commissioners, regular full-time and regular part-time employees may donate sick leave to an employee so long as the donor's accrued sick leave balance is maintained at sixty (60) days after the donation. All Shared leave shall be donated or used per County Policy. A Sick Leave Donation Affidavit must be filed prior to the donation of any sick leave.
- 9.4 Sick leave shall be figured exclusive of holidays and days off.
- 9.5 The employee shall furnish a physician's certificate, if requested by the Employer.
- 9.6 The employee shall be responsible for notifying his supervisor thirty (30) minutes or more prior to the start of the workday if on sick leave.
- 9.7 Upon retirement employees shall be eligible for sick-leave cash-out according to County Policy for such cash-out.
- 9.8 Unpaid Leave for Pregnancy/Childbirth Disability. Leaves granted for sickness or disability related to pregnancy or childbirth pursuant to state and/or Federal law may extend for the actual duration of the sickness or disability.
- 9.9 The County shall administer Sick Leave in accordance with State law regarding sick-leave

## **ARTICLE 10 – FAMILY LEAVE**

- 10.1 Federal Family and Medical Leave. Eligible employees shall be allowed Family and Medical Leave consistent with applicable Federal law, state law, and the County's Personnel Policies and Procedure Manual.

## **ARTICLE 11 – OTHER LEAVE TIME**

- 11.1 Bereavement Leave. It is hereby mutually agreed that in the event of a death in the immediate family of an employee, the employee shall be granted time off with pay. "Immediate Family" and "Time Off" shall be defined as follows:
  - 11.1.1 Definition of Immediate Family. Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include those persons in a "step" relationship or any relative living in the employee's household.
  - 11.1.2 A day shall be 8 hours of compensation.

### 11.1.3 Time Off.

11.1.3.1 An employee shall be granted not more than five (5) days which is not more than forty (40) hours absence with pay, to assist with funeral arrangements and services.

11.1.3.2 An employee shall be granted not more than one-half (1/2) days absence with pay, to attend the funeral of a fellow employee, or retired employee within the past five (5) years. Attendance of the funeral of a retired employee in excess of five (5) years must be approved by the employee's immediate supervisor.

11.1.3.3 All bereavement leave shall be by notification and arrangement between employee and the department head.

11.1.4 All bereavement leave shall be by notification and arrangement between employee and the department head.

11.2 Military Leave. Employee military leave is governed by state and federal law as set forth in the County's Personnel and Procedures Manual.

11.3 Jury Duty. Any employee who is called for jury duty shall receive from the Employer his regular pay for the actual time he is required to be absent from work because of such duty, less all sums received as a juror, exclusive of mileage. Any such absence shall not be counted as sick leave or vacation. If an employee is called for jury duty within Skagit County and is dismissed from such duty or appearance prior to noon, he shall report back to work.

11.4 Unpaid Leave. All requests for an Unpaid Leave of Absence shall be submitted in writing to the Employer. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Employer shall respond to the requests for leave of absence in writing within ten (10) working days. The length of leave of absence shall be at the discretion of the Prosecutor. Approved leave requests of six (6) months or less assure the employees reinstatement to their current position.

11.4.1 Realizing an employees' first obligation is to the County, no leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay, and the employee's pay progression and leave progression dates will be adjusted accordingly.

## **ARTICLE 12 – HOURS OF WORK**

12.1 Hours of Work. Deputy Prosecuting Attorneys are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

## ARTICLE 13 – CLASSIFICATION, SALARY and ALLOWANCES

### 13.1 Classification and Salary Assignment.

#### 13.1.1 General Salary Adjustments.

13.1.1.1 Effective and retroactive to January 1, 2022, the wage table at Attachment B shall increase by 5% over the 2021 rates. Retroactive pay shall be provided to employees who are on the payroll at the time of adoption by the BOCC.

13.1.1.2 Effective and retroactive to January 1, 2023, the wage table at Attachment B shall be increased by 3.0% over the 2022 wage rates.

#### 13.1.2 Retention Bonus.

In addition to the wage adjustments in 13.1.1, above, each employee in the Bargaining Unit, who was employed on November 30 (“bonus date”) of either 2022 or 2023 and for the full calendar year preceding the bonus date shall receive an additional \$1,000.00 lump sum Retention Incentive in the 1st paycheck of December in each year or within two pay periods of the ratification of this agreement for 2022, whichever is first. Such Retention Incentive shall be prorated for employees who have been employed for less than a full year in each bonus year. Article 13.1.1 will sunset at the conclusion of the 2022-2023 agreement.

### 13.2 Allowances:

13.2.1 Prosecutor employees shall be entitled to a technology stipend of \$60 per month for technological equipment/services, such as cell phones or home internet, that are used in the performance of their assignments.

## ARTICLE 14 – PROFESSIONAL DEVELOPMENT

14.1 Dues. Effective upon ratification of this Agreement, the Employer shall pay each Deputy Prosecutor’s Washington State Bar Association with one section’s dues if elected by the employee, Skagit County Bar Association, and Washington Association of Prosecuting Attorneys dues.

14.2 CLE. The County shall allow paid time for and will reimburse each Deputy Prosecutor the cost of obtaining fifteen (15) continuing legal education credits per year, provided that they are pre-approved by the Prosecuting Attorney.

14.2.1 In addition, the County will allow paid time off for Deputy Prosecutors to attend federally funded conferences. The term “federally funded conference” means a conference that incurs no cost to the County for a Deputy Prosecutor’s attendance. There is no specific limit to the number of conferences of this type that can be attended by a Deputy Prosecutor, provided that the Deputy Prosecutor’s attendance is pre-approved by the Prosecuting Attorney, and further provided that the Deputy Prosecutor can arrange his/her calendar to avoid undue burden on other Deputy Prosecutors having to cover cases.

- 14.3 Promotions. When the Prosecuting Attorney becomes aware that newly created positions are available within the bargaining unit, the Employer shall notify bargaining unit member by e-mail at least two (2) weeks prior to making a decision. This provision is designed to give Local members notice of such positions so any Deputy Prosecutor can submit his/her name with supporting justification. This section does not apply to rotation of prosecutor duties.

## **ARTICLE 15 – HEALTH AND WELFARE**

- 15.1 All unit employees shall participate in the Standard Medical Plan (SMP) or High Deductible Health Plan (“HDHP”) and shall continue participating in such plan for the duration of this agreement with the additional agreement that such SMP may have its benefit levels adjusted from time to time in accordance with the procedures as set out in Sections 15.4, 15.5 or 15.8.
- 15.2 The County shall fund the SMP/HDHP benefits, accumulation of reserves, and operation as herein provided:
- 15.2.1 The Parties have agreed that an appropriate division of the SMP/HDHP “Operating Cost Sharing” (SMP/HDHP -OCS) is to be 80% through County funding and 20% through beneficiaries’ payments for services over a rolling three (3) year period.
- 15.2.2 :
- In the event County funding should result in a SMP/HDHP-OCS division where County funding is less than 80% of the SMP/HDHP-OC over a three (3) year period the County shall increase its funding above the level required in this Section 15.2.2 such that the SMP/HDHP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP/HDHP-OCS
- 15.2.3 In the event a specific SMP/HDHP employee benefit choice require an employee payment to the County in order to obtain such benefit coverage (i.e. employee contribution for spousal benefits) such employee payment is hereby authorized for payroll deduction by Section 15.2.3 of This Agreement. To the extent the County may be able to do so such payments shall be deducted on a “pre-tax” basis.
- 15.3 All funding set out in Section 15.2 shall exclusively be used for the SMP/HDHP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 15.4 Should the SMP/HDHP accumulate “surplus reserves” (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP/HDHP to provide funding of the SMP/HDHP for actuarial predictable “bad years”) such surplus reserves shall be available for:
- 15.4.1 Maintaining fund stability consistent with Section 15.2 and its subsections;
- 15.4.2 Enhanced benefit design via the Benefits Committee which may recommend to the County such SMP/HDHP benefit improvements as do not weaken the long term sustainability of the SMP/HDHP at the current and future funding levels; plus, such increases as the County has agreed to. The County will not unduly withhold its

agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.

- 15.5 Should the SMP/HDHP experience negative actuarial trend experience altering the division of SMP-OCS as provided in Section 15.2, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP/HDHP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP/HDHP, shall meet and make said possible recommendations for the following plan year within the division of SMP/HDHP -OCS provided in Section 15.2.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP/HDHP within the available funding limits. The County will not unduly withhold its agreement to such sound actuarially sound recommendation for benefit modifications by the Benefit Committee.
- 15.5.1 The Benefits Committee may have one representative from the Guild and such additional unit members as the County shall agree to upon, as well as a Union Representative. New Benefits Committee members will be afforded an educational/orientation once each year to be presented by the County's consultants and the HR department.
- 15.6 If any change(s) to the SMP/HDHP is required by the program provider or federal or state law, the Employer shall be required to immediately notify the Union of the required change, bargain (as required by RCW 41.56) until the required dates of change before implementation, and if implemented, bargain the impact of the change.
- 15.7 The parties agree that the ability of employees to continue participation in Group Health, Optional Dental or HSA at the additional cost to be paid for by the employee. Participation in the Health Savings Account shall be in accordance with the adopted plans previously presented by the County, for employees.
- 15.8 Any change to ARTICLE 15 – SMP/HDHP benefit levels by the Employer shall be according to Section ARTICLE 15 – or Section 15.5. Any changes to any insurance program required by the insurance provider or any law imposed by any agency (other than the Employer itself) shall be implemented. Such changes required by others (i.e. entities other than the County itself) which could result in SMP/HDHP changes include, but are not limited to, changes in required co-pays, deductibles and plan administration procedures.

## **ARTICLE 16 – ALTERNATIVE WORK ARRANGEMENTS**

- 16.1 The parties recognize that there are circumstances where non-traditional alternative working arrangements can be a benefit to both Skagit County and the employee requesting alternative work arrangements shall place the request in writing and submit it to the Prosecuting Attorney. The Prosecuting Attorney will evaluate the request and respond to the employee. The final decision to approve or reject the request is within the sole discretion of the Prosecuting Attorney. The Prosecuting Attorney or County may also require that employees work from home, if deemed necessary or advisable.

**ARTICLE 17 – COURT SANCTIONS**

- 17.1 The County shall pay any sanctions, terms, or fines levied by any court against Deputy Prosecutors for acts or omissions committed by Deputy Prosecutors in good faith, as reasonably determined by the Prosecuting Attorney and within the scope of their official duties.
- 17.2 The County agrees that it shall, according to its insurance coverage, provide for the defense of any employee brought into litigation through the proper performance of their work for the County.

**ARTICLE 18 – NON-DISCRIMINATION**

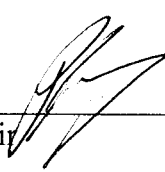
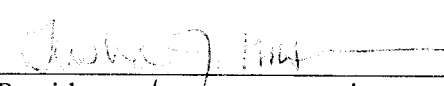

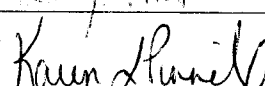
- 18.1 There shall be no discrimination against any individual with respect to compensation, terms or conditions of employment, or with respect to Guild membership or other unlawful reason. Any violation shall constitute a breach of this Agreement. Skagit County is an Equal Opportunity Employer. Employees who wish to pursue discrimination complaints must do so under state or federal law.

**ARTICLE 19 – AGREEMENT DURATION**

- 19.1 This Agreement shall become effective on execution of this agreement, and shall remain in full force and effect until and through December 31, 2023. Should either party desire to change, modify or terminate the Agreement, written notice must be given to the other party at least sixty (60) days, prior to December 31, 2023. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay.

**ARTICLE 20 – SAVINGS CLAUSE**

- 20.1 Should any part hereof or any provisions herein be rendered or declared invalid by reason of any existing or subsequent legislation, or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion herein, and they shall remain in full force and effect.

DATED this <u>28</u> day of <u>November</u> 2022	DATED this <u>28</u> day of <u>November</u> 2022
FOR SKAGIT COUNTY COMMISSIONERS:	FOR SKAGIT COUNTY PROSECUTING ATTORNEYS' GUILD
 _____ , Chair	 _____ President
 _____ , Commissioner	 _____ SKAGIT COUNTY PROSECUTING ATTORNEY
	DATED this ____ day of _____ 2022

<p>_____, Commissioner <i>Lisa Janich</i></p> <p>Attest: <i>Linda Henner</i> Clerk of the Board</p>	<p>_____ Rich Weyrich Prosecuting Attorney</p>
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**UPDATE APPENDIXES AS NECESSARY**

## **Attachment A Classification structure for Deputy Prosecuting Attorney**

This Attachment A sets out the Classification structure for Deputy Prosecuting Attorney. The parties will continue to use the same 12 and 18 month step time frames and range structure as is included in the current county wage grid.

### **Deputy Prosecuting Attorney I**

Entry level attorneys will be placed at steps 1-3 of range 28 based on the Prosecuting Attorney's assessment of experience and qualifications. The official title for such attorneys would be Deputy Prosecuting Attorney I.

A Deputy Prosecuting Attorney I entering service at range 28, step 1 would move to range 28, step 2 upon completion of one year of service: those entering at range 28, step 2, would move to step 3 upon completion of one year of service.

A Deputy Prosecuting Attorney I entering service at range 28, step 3 would move to step 4 upon completion of 18 months of service.

After 2 years of satisfactory performance as a Deputy Prosecuting Attorney I, as judged by the Prosecuting Attorney, a Deputy Prosecuting Attorney I shall be promoted to the position of Deputy Prosecuting Attorney II. If a Deputy Prosecuting Attorney I is not promoted at the two year anniversary, that person would again be eligible to be advanced to the level of Deputy Prosecuting Attorney II with each subsequent anniversary date of their employment with the county. Subsequent movements along this range would occur according to conventional county policy.

### **Deputy Prosecuting Attorney II**

An attorney advancing to the position of Deputy Prosecuting Attorney II shall begin service in such position at pay range 29. Movement from range 28 to range 29 will always result in placement at the step in range 29 that is equivalent to a pay increase of 10.5%. Subsequent movements along this range would occur according to conventional county policy.

After 2 years of satisfactory performance as Deputy Prosecuting Attorney II, as judged by the Prosecuting Attorney, a Deputy Prosecuting Attorney II may be nominated to the position of Deputy Prosecuting Attorney III by the Prosecuting Attorney. If a Deputy Prosecuting Attorney II is not nominated by the Prosecuting Attorney at the two year anniversary, that person would again be eligible to be nominated to the level of Deputy Prosecuting Attorney III with each subsequent anniversary date of their employment with the county. Subsequent movements along this range would occur according to conventional county policy.

If there is a substantial change in a Deputy Prosecuting Attorney II's job assignment, the Prosecuting Attorney may nominate that Deputy Prosecuting Attorney II to be moved to position of Deputy Prosecuting Attorney III earlier than the two year mark indicated above.

### **Deputy Prosecuting Attorney III**

An attorney advancing to the position of Deputy Prosecuting Attorney III shall begin service in such position at pay range 30. Movement from range 29 to range 30 will always result in placement at the step in range 30 that is equivalent to a pay increase of 3.5%. Subsequent movements along this range would occur according to conventional county policy.



An attorney classified as Deputy Prosecuting Attorney III may become eligible to be promoted to the position of Senior Deputy Prosecuting Attorney after serving a minimum of one year as Deputy Prosecuting Attorney III. An eligible Deputy Prosecuting Attorney III will be eligible to become a Senior Deputy Prosecuting Attorney only if nominated by the Prosecuting Attorney or by using the County's reclassification request procedure to seek a move to Range 32. The BOCC must approve promotions to Senior Deputy Prosecuting Attorney if more than two nominations to the Senior level are made in a given budget year.

### **Senior Deputy Prosecuting Attorney**

The Prosecuting Attorney may nominate and promote a Deputy Prosecuting Attorney to the position of Senior Deputy Prosecuting Attorney upon satisfactory performance as judged by the Prosecuting Attorney. Movement from range 30 to range 32 will always result in placement at the step in range 32 that is equivalent to a pay increase of 10.5%.

### **Senior Deputy Prosecuting Attorney – Special Assignment**

Beginning in 2018 the County Prosecutor may recommend one Senior Deputy Prosecutor who has been in the position of Senior Deputy for a minimum of 3 years for special assignment pay when a Senior Deputy Prosecutor is being assigned to a particularly difficult or significant assignment. Such recommendation does not need to occur during the budget cycle but must be submitted to the Human Resources Director for processing and approval by the Board of County Commissioners. The request must provide the nature of the assignment and the expected duration of the specialty assignment. Such Special Assignment pay, if granted, shall be reviewed by the County Prosecutor upon completion of the Special Assignment but not less than each budget cycle to assure the County that continuation of such is meritorious.

Special Assignment Pay shall be \$250.00 per month of such assignment.

### **Funding Must Be Approved**

Notwithstanding anything to the contrary within this Agreement no Deputy Prosecutor shall advance from their current Classification to a higher Classification unless the County Prosecutor shall have established the advancement within the Prosecutor's Budget and the Budget has been approved by the Skagit County Board of County Commissioners. If such budget submission is approved the advancements shall be granted as herein above outlined.

### **Applying for Open Positions**

Whenever the County is seeking to fill a position through the application and hiring system of the County and a Bargaining Unit employees would like to apply for the open advertised position, nothing in this Attachment A will preclude such employee from applying and if selected employed in the open position.

**SKAGIT COUNTY  
2022 SALARY STRUCTURE  
5% COLA - EXEMPT  
PROSECUTING ATTORNEY GUILD**

DURATION (MONTHS)		12	12	18	18	18	18	18	18	18	Additional Step 1%
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
28	HOURLY	\$35.75	\$37.00	\$38.29	\$39.64	\$41.04	\$42.47	\$43.96	\$45.48	\$47.07	\$47.54
	1/2 MONTH (40)	\$3,098.14	\$3,206.34	\$3,318.74	\$3,435.81	\$3,556.85	\$3,681.07	\$3,809.77	\$3,941.74	\$4,079.38	\$4,120.16
	MONTHLY (40)	\$6,196.28	\$6,412.68	\$6,637.48	\$6,871.62	\$7,113.70	\$7,362.14	\$7,619.54	\$7,883.48	\$8,158.76	\$8,240.32
	ANNUAL (40)	\$74,355.36	\$76,952.16	\$79,649.76	\$82,459.44	\$85,364.40	\$88,345.68	\$91,434.48	\$94,601.76	\$97,905.12	\$98,883.84
29	HOURLY	\$38.25	\$39.59	\$40.97	\$42.42	\$43.91	\$45.45	\$47.04	\$48.66	\$50.36	\$50.87
	1/2 MONTH (40)	\$3,314.92	\$3,430.72	\$3,550.96	\$3,676.23	\$3,805.75	\$3,938.66	\$4,076.37	\$4,217.58	\$4,364.82	\$4,408.47
	MONTHLY (40)	\$6,629.84	\$6,861.44	\$7,101.92	\$7,352.46	\$7,611.50	\$7,877.32	\$8,152.74	\$8,435.16	\$8,729.64	\$8,816.94
	ANNUAL (40)	\$79,558.08	\$82,337.28	\$85,223.04	\$88,229.52	\$91,338.00	\$94,527.84	\$97,832.88	\$101,221.92	\$104,755.68	\$105,803.28
30	HOURLY	\$40.97	\$42.42	\$43.91	\$45.45	\$47.04	\$48.66	\$50.36	\$52.13	\$53.96	\$54.50
	1/2 MONTH (40)	\$3,550.96	\$3,676.23	\$3,805.75	\$3,938.66	\$4,076.37	\$4,217.58	\$4,364.82	\$4,517.73	\$4,676.16	\$4,722.94
	MONTHLY (40)	\$7,101.92	\$7,352.46	\$7,611.50	\$7,877.32	\$8,152.74	\$8,435.16	\$8,729.64	\$9,035.46	\$9,352.32	\$9,445.88
	ANNUAL (40)	\$85,223.04	\$88,229.52	\$91,338.00	\$94,527.84	\$97,832.88	\$101,221.92	\$104,755.68	\$108,425.52	\$112,227.84	\$113,350.56
31	HOURLY	\$43.91	\$45.45	\$47.04	\$48.66	\$50.36	\$52.13	\$53.96	\$55.84	\$57.80	\$58.38
	1/2 MONTH (40)	\$3,805.75	\$3,938.66	\$4,076.37	\$4,217.58	\$4,364.82	\$4,517.73	\$4,676.16	\$4,839.85	\$5,009.24	\$5,059.35
	MONTHLY (40)	\$7,611.50	\$7,877.32	\$8,152.74	\$8,435.16	\$8,729.64	\$9,035.46	\$9,352.32	\$9,679.70	\$10,018.48	\$10,118.70
	ANNUAL (40)	\$91,338.00	\$94,527.84	\$97,832.88	\$101,221.92	\$104,755.68	\$108,425.52	\$112,227.84	\$116,156.40	\$120,221.76	\$121,424.40
32	HOURLY	\$46.99	\$48.63	\$50.33	\$52.07	\$53.89	\$55.78	\$57.73	\$59.76	\$61.85	\$62.47
	1/2 MONTH (40)	\$4,072.29	\$4,214.48	\$4,361.57	\$4,512.66	\$4,670.48	\$4,833.98	\$5,003.67	\$5,178.82	\$5,360.11	\$5,413.72
	MONTHLY (40)	\$8,144.58	\$8,428.96	\$8,723.14	\$9,025.32	\$9,340.96	\$9,667.96	\$10,007.34	\$10,357.64	\$10,720.22	\$10,827.44
	ANNUAL (40)	\$97,734.96	\$101,147.52	\$104,677.68	\$108,303.84	\$112,091.52	\$116,015.52	\$120,088.08	\$124,291.68	\$128,642.64	\$129,929.28

**SKAGIT COUNTY  
2023 SALARY STRUCTURE  
3% COLA - EXEMPT  
PROSECUTING ATTORNEY GUILD**

DURATION (MONTHS)		12	12	18	18	18	18	18	18	18	Additional Step 1 %
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
28	HOURLY	\$36.82	\$38.11	\$39.44	\$40.83	\$42.27	\$43.75	\$45.28	\$46.85	\$48.48	\$48.97
	1/2 MONTH (40)	\$3,191.08	\$3,302.53	\$3,418.30	\$3,538.88	\$3,663.56	\$3,791.50	\$3,924.06	\$4,059.99	\$4,201.76	\$4,243.76
	MONTHLY (40)	\$6,382.16	\$6,605.06	\$6,836.60	\$7,077.76	\$7,327.12	\$7,583.00	\$7,848.12	\$8,119.98	\$8,403.52	\$8,487.52
	ANNUAL (40)	\$76,585.92	\$79,260.72	\$82,039.20	\$84,933.12	\$87,925.44	\$90,996.00	\$94,177.44	\$97,439.76	\$100,842.24	\$101,850.24
29	HOURLY	\$39.40	\$40.77	\$42.20	\$43.69	\$45.23	\$46.81	\$48.45	\$50.12	\$51.87	\$52.39
	1/2 MONTH (40)	\$3,414.37	\$3,533.64	\$3,657.49	\$3,786.52	\$3,919.92	\$4,056.82	\$4,198.66	\$4,344.11	\$4,495.76	\$4,540.72
	MONTHLY (40)	\$6,828.74	\$7,067.28	\$7,314.98	\$7,573.04	\$7,839.84	\$8,113.64	\$8,397.32	\$8,688.22	\$8,991.52	\$9,081.44
	ANNUAL (40)	\$81,944.88	\$84,807.36	\$87,779.76	\$90,876.48	\$94,078.08	\$97,363.68	\$100,767.84	\$104,258.64	\$107,898.24	\$108,977.28
30	HOURLY	\$42.20	\$43.69	\$45.23	\$46.81	\$48.45	\$50.12	\$51.87	\$53.69	\$55.57	\$56.13
	1/2 MONTH (40)	\$3,657.49	\$3,786.52	\$3,919.92	\$4,056.82	\$4,198.66	\$4,344.11	\$4,495.76	\$4,653.26	\$4,816.44	\$4,864.63
	MONTHLY (40)	\$7,314.98	\$7,573.04	\$7,839.84	\$8,113.64	\$8,397.32	\$8,688.22	\$8,991.52	\$9,306.52	\$9,632.88	\$9,729.26
	ANNUAL (40)	\$87,779.76	\$90,876.48	\$94,078.08	\$97,363.68	\$100,767.84	\$104,258.64	\$107,898.24	\$111,678.24	\$115,594.56	\$116,751.12
31	HOURLY	\$45.23	\$46.81	\$48.45	\$50.12	\$51.87	\$53.69	\$55.57	\$57.52	\$59.53	\$60.13
	1/2 MONTH (40)	\$3,919.92	\$4,056.82	\$4,198.66	\$4,344.11	\$4,495.76	\$4,653.26	\$4,816.44	\$4,985.05	\$5,159.52	\$5,211.13
	MONTHLY (40)	\$7,839.84	\$8,113.64	\$8,397.32	\$8,688.22	\$8,991.52	\$9,306.52	\$9,632.88	\$9,970.10	\$10,319.04	\$10,422.26
	ANNUAL (40)	\$94,078.08	\$97,363.68	\$100,767.84	\$104,258.64	\$107,898.24	\$111,678.24	\$115,594.56	\$119,641.20	\$123,828.48	\$125,067.12
32	HOURLY	\$48.40	\$50.09	\$51.84	\$53.63	\$55.51	\$57.45	\$59.47	\$61.55	\$63.70	\$64.34
	1/2 MONTH (40)	\$4,194.46	\$4,340.91	\$4,492.42	\$4,648.04	\$4,810.59	\$4,979.00	\$5,153.78	\$5,334.18	\$5,520.91	\$5,576.13
	MONTHLY (40)	\$8,388.92	\$8,681.82	\$8,984.84	\$9,296.08	\$9,621.18	\$9,958.00	\$10,307.56	\$10,668.36	\$11,041.82	\$11,152.26
	ANNUAL (40)	\$100,667.04	\$104,181.84	\$107,818.08	\$111,552.96	\$115,454.16	\$119,496.00	\$123,690.72	\$128,020.32	\$132,501.84	\$133,827.12