

FRANKLIN COUNTY RESOLUTION 2025-394

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

2025 – 2026 PROSECUTOR’S GUILD COLLECTIVE BARGAINING AGREEMENT

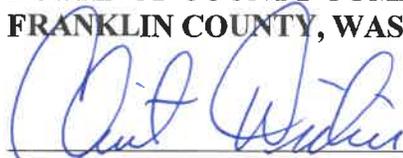
WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems entering into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE IT IS HEREBY RESOLVED the attached 2025-2026 Collective Bargaining Agreement, by and between Franklin County Board of County Commissioners and the Prosecutor’s Guild, is hereby approved by the Board of Franklin County Commissioners

DATED this 31 day of Dec., 2025.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**



Chair

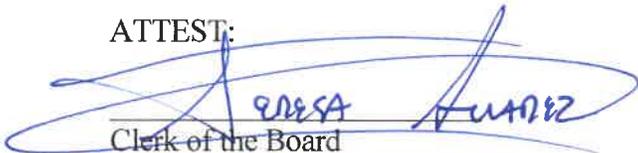


Chair Pro Tem



Member

ATTEST:



Clerk of the Board

Resolution No.

2025-2026

COLLECTIVE BARGAINING AGREEMENT
By and Between

FRANKLIN COUNTY

And

PROSECUTOR'S GUILD



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ARTICLE 1 - PREAMBLE

THIS AGREEMENT is made pursuant to the provisions of the Collective Bargaining Act, by and between the Board of County Commissioners of Franklin County and the Franklin County Prosecuting Attorney, hereinafter referred to as "County", and the Prosecutor's Guild, hereinafter referred to as the "Guild".

ARTICLE 2 - RECOGNITION

2.1 Guild Defined. The County recognizes the Guild as the exclusive collective bargaining representative for all regular full-time and regular part-time Criminal Deputy Prosecuting Attorneys of Franklin County, excluding supervisors, elected officials, confidential employees, the Civil Division and all other employees.

ARTICLE 3 - MEMBERSHIP AND GUILD AFFAIRS

The County recognizes the Guild as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees in the Guild. The County shall remain neutral when communicating with employees about Guild membership and direct the employee to discuss Guild membership with a Guild staff representative.

3.1 Notification. When the County hires a new employee in a position covered in the Guild, the County shall, within seven (7) calendar days of the date of employment, notify the Guild in writing giving the name, hire date, address and classification of the employee hired.

- a. The County will inform new, transferred, promoted, or demoted employees in writing prior to hire into positions included in the Guild of the Guild's exclusive representation status.
- b. The County will notify the Guild, prior to the start date of the new employee, of the scheduled new hire orientation time. Per statute, Guild representatives shall be given thirty (30) minutes paid time with each new employee to discuss Guild membership.

3.4 Indemnification. The Guild agrees to defend, indemnify, and hold the County harmless against any and all claims, suits, ordered, judgments, or any other actions brought or issued against the County as a result of any actions taken pursuant to implementation of the provisions of this Article so long as the County complies with the provisions outlines in this Article.

3.5 Guild Representation. The Guild will provide the name of the Guild steward to the Human Resources Director, and notify the Human Resources Director periodically and promptly of any changes. Employees shall have the right to request representation by any Guild steward or officer on the list, provided, however, that the person so selected must be reasonably available to attend investigative, disciplinary and grievance related meetings as scheduled by the County. If the Guild steward selected by the employee is unable to meet within twenty-four (24) hours of a requested meeting, the Guild and employee will agree on another member.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 Management Generally. The Guild recognizes the prerogatives of the County to determine how to provide public services and operate and manage its affairs in all lawful respects. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the County as the County periodically may determine. The County's prerogatives include, but are not limited to the following matters:
- a. The right to establish any and all lawful work rules and procedures;
 - b. The right to schedule any and all work and any and all methods and processes by which work is performed and services are provided, in a manner most advantageous to the County and consistent with the public interest;
 - c. The right to hire, transfer, layoff and promote employees as deemed necessary by the County;
 - d. The right to discipline an employee as provided in the disciplinary article of this Agreement;
 - e. The right to make any and all determinations as to the size and composition of the work force and the right to make assignments of employees to work locations and shifts;
 - f. The right to assign incidental duties connected with operations, not necessarily enumerated in job descriptions, and nevertheless be performed by employees when requested to do so by the County;
 - g. The right to take whatever action the County deems necessary to provide services in an emergency.
- 4.2 Elected Prerogatives. Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the Board of County Commissioners and/or the Elected Prosecuting Attorney and the rights and obligations owed thereby to the citizenry.

ARTICLE 5 - DEFINITIONS

- 5.1 Regular Full-time Employee. An employee, hired to work at least forty (40) hours per week on a regular basis, who has successfully completed a probationary period of six (6) months.
- 5.2 Rule-9 Legal Intern. An employee, hired as a Rule-9 Legal Intern, is an employee who has not passed the Washington State Bar Exam (BAR) but is temporarily conducting union work. They are employed as a Legal Intern only and are on a temporary status. They will remain as a non-member Rule-9 until they pass BAR and become a regular full-time employee or are separated from the County.
- 5.3 Anniversary Date. An employee's date of hire into a position or grade shall serve as their anniversary date.

ARTICLE 6 - LAYOFF AND RECALL

- 6.1 Layoff Determination. The County may determine when layoffs are necessary. The County may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, inclement weather, and/or reorganization of the department.

- 6.2 Layoff. When it is necessary to reduce the work force, the County shall determine the number of employees by classification and department. The Prosecuting Attorney shall then consider individual performance, skills, and abilities and the needs of the office. The Guild's Representative will be notified of the number of employees and classifications designated for reduction as soon as practical.
 - a. Employees shall be provided with 10 working days' notice of layoff, except in the events enumerated in Article 6.1 above relating to layoff determination, as determined to exist by the County.

- 6.3 Recall. Employees laid off will be eligible for recall for a period of fifteen (15) months. If new hiring occurs during the recall period, the Prosecuting Attorney shall consider recall of Deputy Prosecutors, if in the sole discretion of the Prosecuting Attorney, the Deputy is qualified.
 - a. In order to be eligible for recall the new hire must occur within fifteen (15) months of layoff and the Employee must keep the County advised of their current address.

 - b. An offer of re-employment shall be in writing and sent by registered or certified mail to the employee. The Employee shall have been deemed to have received an offer within five (5) working days after the County mails the offer. An Employee so notified must indicate acceptance of recall within ten (10) working days from mailing of the notice and shall be back on the job within fourteen (14) calendar days of acceptance of the recall offer or shall forfeit all recall rights under this Article.

ARTICLE 7 –PAID TIME OFF (PTO)

- 7.1 Accruals. Paid Time Off (PTO) for regular full-time employees shall be accrued monthly based on the following schedule:

40 Hour Work Week -Accrual Schedule

<u>Years of Service</u>	<u>Hours per Month</u>	<u>Hours per Year</u>
1 year	16.67	200
1 year but less than 3 years	18.00	216
3 years but less than 5 years	19.33	231.96
5 years but less than 10 years	20.00	240
10 years but less than 15 years	23.33	279.96
15 years or more	26.67	320.04

- a. Employees shall accrue PTO in their first month of employment, provided they physically work at least 40 hours in the month.

- b. Employees shall accrue PTO in their last month of employment, provided they physically work at least 40 hours in the month.
- c. Hours are accrued after payroll is processed on the payday for the second pay period of the month. PTO hours cannot be used prior to accrual.

7.3 Scheduling. PTO will be approved by the Elected Prosecuting Attorney or a designated representative when such schedules will least interfere with the functions of the County. Requests are approved on a first come, first served basis. In the event requests are submitted on the same date, the employee with the greater seniority shall be given preference. Seniority shall be based on date of hire.

7.4 Payment upon Termination. Accrued PTO shall be paid to regular employees whose service is terminated by death, reduction of force, termination, or retirement, up to a maximum of 510 hours, provided that in the case of resignation, the employee has given at least fourteen (14) calendar days' notice prior to separation of employment.

7.5 Minimum Utilization. After one year of County service, all employees shall be required to take 80 hours of scheduled PTO annually. Days off do not need to be sequential. Holidays which occur during a scheduled PTO period shall be charged to holiday time. Such holiday will apply towards the annual PTO hour requirement.

7.6 Carryover Cap. As of December 31 of each year, accumulated PTO may not exceed a total of 810 hours. Any excess will be forfeited. Employees whose leave exceeds the maximum accrual shall have their accrual balance reduced to 810 hours respectively effective January 1 of the subsequent year.

7.7 Unscheduled PTO. Unscheduled PTO is limited to purposes of an emergency/urgent nature. Preventive health and dental appointments are not considered unscheduled and must be requested in advance in accordance with Article 7.3.

Unscheduled PTO may be applied for the following purposes:

- a. An employee's mental or physical illness, injury, or health condition.
- b. Exposure to an infectious disease during such period as their attendance would jeopardize the health of County employees or the public.
- c. Care of a family member with an illness, injury, or health condition.
- d. Closure of the employee's workplace or child's school/place of care by order of a public official for any health-related reasons.
- e. If the employee or family member is a victim of domestic violence, sexual assault, or stalking.

7.9 Notification. Any employee who, for any reason, must take unscheduled PTO, shall, as soon as possible, notify their immediate supervisor or elected department head.

ARTICLE 8 – HOLIDAYS

8.1 Recognized Holidays. Holidays observed by the County are:

New Year’s Day	January 1
Martin Luther King Jr. Day	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
The Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25
Christmas Holiday*	
One Floating Holiday**	

*To be negotiated each year as to whether it will be the first or second day before or the first or second day after Christmas. The parties agree that the Christmas holiday shall be taken on the same schedule as the County. Provided, however, that the Elected Prosecuting Attorney shall have the right to maintain sufficient staff in order to conduct business on the applicable day. Those persons scheduled to work on the applicable day shall be entitled to take any alternate day off as mutually agreed to as the Christmas Holiday.

**To be used or lost in the year earned and to be scheduled off by mutual agreement of the employee and the County.

8.2 Holiday Coordination (Weekends and Earned Leave). Any regular holiday that falls on a Saturday shall be observed on the preceding Friday. Any regular holiday that falls on Sunday shall be observed on the following Monday. Whenever a holiday falls during a period when an employee is on PTO, the employee’s PTO bank will not be charged for such holiday.

8.3 Holiday Pay.

- a. Except for the Floating Holiday, regular full-time employees are eligible for holiday pay upon hire.
- b. To be eligible for holiday pay the employee must work the regular work day before and the regular work day after the paid holiday, unless the employee is on approved leave.
- c. Employees eligible for holiday benefits shall receive one day's pay for each observed holiday on which work is not performed, based on the employee’s regular work schedule.

8.4 New Holiday Declared for County. In the event the County recognizes a new holiday on which the Courthouse is closed, the Guild members will receive holiday pay for that day consistent with this Article.

ARTICLE 9– LEAVES OF ABSENCE

- 9.1 Military Leave. Every employee who is a member of the Washington National Guard or of the reserve component of the armed services of the United States shall be entitled to and shall be granted a paid military leave of absence from County employment for periods not exceeding twenty-one (21) days during each calendar year as established by RCW 38.40.060. Military leave of absence for active duty for training shall be in addition to any PTO to which the employee might otherwise be entitled to, and shall not involve any loss of privileges or pay. During the period of paid military leave, the employee shall receive their normal pay from the County. Additional unpaid leave for service in the military will be provided as required by state or federal law.
- 9.2 Jury Duty. Employees will be paid their full regular pay during the term of approved jury service, provided that if the employee receives additional compensation for their jury service (exclusive of travel reimbursement), such payment shall be signed over to the County Treasurer.
- 9.3 Leaves of Absence Without Pay. The County may grant a leave of absence without pay to an employee for good and sufficient reasons as determined by the County. Authorized leave of absence without pay shall not interrupt prior or continuous employment; however, the employee shall not be credited with earned PTO or any other benefits during the period of authorized leave of absence. Anniversary dates for the accrual of PTO shall be adjusted for periods when employees are on authorized leave of absence or leave without pay status. If a leave of absence without pay is granted, the employee may be reinstated upon return to work from the leave of absence without pay subject to the following:
- a. An employee must have exhausted all applicable paid leaves prior to being eligible to request a leave of absence without pay; and
 - b. Subject to the County's prior approval, a leave of absence without pay may be for up to twelve (12) months. An employee who is permitted by the County to return to work from a leave of absence without pay shall report to work within twenty-four (24) hours of the final date of the leave or be subject to termination; and
 - c. If the County approves a leave of absence without pay, approval shall be in writing and shall indicate the starting date and ending date of such leave of absence without pay; and
 - d. The employee's return to work is subject to the County's approval based on the County's assessment of availability of positions, work load, service needs, budget constraints and changes in work.
 - e. This article does not apply to employees on leave without pay status with the County because they are receiving WA Paid Family & Medical Leave (PFML).

ARTICLE 10 – FAMILY MEDICAL LEAVE (FML)/ PAID FAMILY & MEDICAL LEAVE (PFML)

The parties acknowledge that the County is bound by certain state and federal leave laws, including the federal Family and Medical Leave Act and the state Paid Family and Medical Leave Act. The parties agree that if a union member applies for, or utilizes any leave granted by these laws the member is not required to exhaust any of their paid leave prior to use. The parties agree to follow the county leave policy

as it may from time to time be amended by the County.

ARTICLE 11 - ADJUSTMENT FOR WORKERS' COMPENSATION

- 11.1 Claims. For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Workers' Compensation in accordance with State Law.
- 11.2 Differential Benefit. Should an employee receive Workers' Compensation for time loss and they also receive PTO compensation, the employee can buy back their PTO with their time loss benefit.
- 11.3 Use of PTO for Injury Time Loss Denials. Should an employee apply for time loss compensation and the claim is then or later denied, PTO may be used if and to the extent appropriate.
- 11.4 Related Benefits Coordination. Nothing herein pertains to permanent disability award.

ARTICLE 12 - POLICIES OF GENERAL APPLICATION

- 12.1 Job Vacancy, Job Posting, Promotions. Employees covered by this Agreement may apply for available positions. Job announcements will be posted in the department and on the County website and/or Intranet when a job vacancy or new position becomes available and will reflect, at a minimum:
 - a. The department where the opening exists;
 - b. Classification specifications and required qualifications (i.e., education, training, skills, experience);
 - c. Job title;
 - d. Salary range;
 - e. Opening and closing date;
 - f. Date posted.

It is the County's right and option to determine whether or not to fill a vacant position, and the manner of filling the position. The County has the right to implement outside postings and advertise concurrent with internal postings

Any employee or outside applicant applying for a posted position shall comply with the selection process established by the County and complete an employment application form. This application will be submitted to Human Resources, who will route the application to the Elected Prosecuting Attorney or their designee during the posting period. Requirements for the position must be met as described in the appropriate job announcement.

The County shall have the right to select the individual for the available position.

The County shall make the sole determination taking into equal consideration knowledge, skill, and ability, past performance, seniority, experience and competence. The County has the right to determine the best applicant to fill a vacant position, fill a promotion or to be transferred.

- 12.2 Nepotism. No more than one family member or one close relative shall be eligible for employment within a department or office at the same time if certain conditions exist as enumerated in the County's Personnel Policy.
- 12.3 Employee Rights - Inspection of Records. An employee shall have the right, upon request, to inspect their official personnel file at reasonable times upon request. No material referring to the employee's job competence or conduct shall be placed in the file without the employee's knowledge and the opportunity to attach their comments. A copy of any entry pertaining to job competence or conduct will be given to the employee.
- 12.4 Guild Representation. During any appeal of disciplinary action and at steps of the grievance procedure, an employee may be accompanied by a Guild representative or member of the Employee's choice.
- 12.5 Notice of Work Rules. When existing work rules, policies or procedures are changed or new rules or procedures established employees whose work assignment is affected shall be notified.

ARTICLE 13 – DISCIPLINE - TERMINATION

- 13.1 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. The Prosecuting Attorney shall provide the Deputy with a basis for the discipline or discharge decision, in writing
- 13.2 Forms of Discipline. The disciplinary actions which the County may take against an employee include the following:
- a. oral reprimand, which may be documented in writing;
 - b. written reprimand;
 - c. suspension without pay;
 - d. reduction of pay for a term in lieu of suspension;
 - e. demotion with a reduction in pay as specified by the County as part of the discipline;
 - f. discharge or termination.
- 13.3 Any disciplinary or termination action may be subject to the Grievance Procedure as laid out in Article 14.5. After a review of the grievance by the Prosecuting Attorney as laid out in Step 2, the decision of the Prosecuting Attorney is final and binding.
- 13.4 In cases of disciplinary suspensions, demotions, or termination, the Deputy shall have the right to a pre-termination meeting. The Deputy shall be presented with notice in writing with the nature of the charges against the Deputy, the facts supporting them, and the opportunity to respond to said charges. The Deputy shall have the right to have a Guild representative or member present. The pre-termination hearing shall be scheduled within a reasonable amount of time after notice has been provided. After the pre-termination meeting, the Deputy will be notified in writing of the final decision.

- 13.5 Records of Discipline. References to disciplinary actions in the personnel file shall be signed by the Employee prior to placement in the personnel file and remain in the file in accordance with the following provisions:
- a. Written reprimands shall remain in the personnel file for a period of twenty-four (24) months; provided, however, if discipline occurs within that twenty-four (24) month period, then and in that event, prior disciplinary documentation shall remain in the personnel file for another twenty-four (24) month period from the date of the last discipline to occur.
 - b. Other records of discipline enumerated in Article 13.2 (e.g., suspension, reduction of pay, demotion and discharge) may remain in the personnel file until and unless the County determines the record no longer relevant or timely upon application by an employee.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 Goodwill. The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.
- 14.2 Grievance Defined. A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.
- 14.3 Presentation. A grievance may be presented by an employee or the Guild. Grievances may be heard at any time where practical and feasible.
- 14.4 Time Limits. The time limitations provided are essential to the prompt and orderly resolution of any grievance. The parties will abide by the time limitations, unless an extension of time is mutually agreed to in writing.
- a. No grievance shall be valid unless a grievance is submitted at Step 1 within ten (10) working days from its occurrence or the date when the employee knew or should have known of the occurrence.
 - b. If a grievance is not presented within ten (10) working days from its occurrence or the date when the employee knew or should have known of the occurrence, the grievance shall be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered waived and forever lost. A grievance not responded to timely shall be advanced to the next step.
- 14.5 Procedure. The grievance procedure shall be as follows:
- Step 1: The grievance shall be presented in written form to the employee's immediate supervisor within ten (10) working days from its occurrence. The immediate supervisor shall respond in writing within ten (10) working days after receiving the grievance.
- Step 2: Conciliation. If the grievance has not been resolved at Step 1, in accordance with the conditions set forth hereinabove, the Guild, or the Elected Official may refer the dispute to

conciliation proceedings.

The Guild or the Elected Prosecuting Attorney shall notify the other party in writing of the desire to submit the matter to conciliation within ten (10) working days after the receipt of the Step 1 response. The Guild and the Elected Prosecuting Attorney will meet to discuss and attempt to resolve the issues within ten (10) working days after notification. Both parties may or may not be represented. If the matter cannot be resolved at the conciliation step, then the matter may be referred to the next step. The discussions or proposals shall not be admissible in any arbitration or other proceeding. At the close of conciliation the Elected Prosecuting Attorney or a designee shall reduce to writing the decision and/or concessions agreed upon in the form of a conciliation report.

Step 3: Final and Binding Arbitration.

- a. If the grievance is presented and not resolved at Step 2, either party may refer the dispute to final and binding arbitration.
- b. Notice-Time Limitation. The Guild or the County shall notify the other in writing via electronic mail of submission to arbitration within ten (10) working days after receipt of the conciliation findings or the Board of County Commissioners' findings, as applicable.
- c. Arbitrator-Selection. After timely notice, the parties will select an arbitrator in the following manner:
 - (i) The parties shall request that the Public Employment Relations Commission (PERC) submit a list of thirteen (13) names from the PERC register. If the parties cannot mutually agree on an arbitrator from the list of thirteen (13), then the two parties shall alternately strike names. The first party to strike a name shall be determined by a coin toss. The remaining name shall be the arbitrator.
- d. Decision-Time Limit.
 - (i) The arbitrator will meet and hear the matter at the earliest possible date after the selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, unless an extension of time is agreed upon as provided for herein.
 - (ii) Any decision by the arbitrator shall be final and binding on the parties unless contrary to public policy or in excess of the arbitrator's authority hereinafter provided for.
- e. Limitations. Scope and Power of the Arbitrator:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

- (ii) The power of the arbitrator shall be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the County or the Guild.
 - (iii) The arbitrator shall consider and decide only the issue raised at Step 1. The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1.
 - (iv) In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.
- f. Arbitration Award-Damages-Expenses:
- (i) Arbitration awards shall not extend beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or fewer, prior to the initial filing of the grievance.
 - (ii) The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full.
 - (iii) The arbitrator shall not have authority to award punitive damages.
 - (iv) In the event that either party determines that the arbitration award was made beyond the jurisdiction of the arbitrator or that the arbitration award was clearly erroneous or that the arbitration award was arbitrary, capricious and unreasonable in light of the evidence presented, then such party shall declare the basis for its decision not to comply with the arbitration award and the parties thereafter are free to pursue available remedies in the Superior Court.
 - (v) In connection with grievance and arbitration pursuant to Article 14, the County and the Guild shall each be responsible for its own attorneys' fees and any other costs associated with the presentation of their case; the County and the Guild expressly waive any right to recover attorneys' fees pursuant to RCW 49.48.030 or any other statutory provision. Further, expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Guild.
 - (vi) If the parties agree in advance, or if both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

ARTICLE 15 - CONDITIONS AND DURATION OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing the first day of the month following ratification by all parties, and shall terminate on the 31st day of December, 2026.

ARTICLE 16- SAVINGS CLAUSE

All expenditures and obligations imposed hereunder must meet requirements of Washington law. This agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 17 – NO STRIKE-LOCKOUT

17.1 Continuity of Service. The County and the Guild agree that the public interest requires the efficient and uninterrupted performance of all County services. To this end both pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Neither the Guild nor the employees shall cause, condone or participate in any strike or work stoppage, slow down or other interference with County functions by employees of the County, and should the same occur, the Guild agrees to take appropriate steps to end such interference immediately. County employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. Employees who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the County.

17.2 No Lockouts. The County agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 18 -INSURANCE COVERAGE

18.1 County Benefits. Effective January 1, 2025, the Guild agreed per Resolution 2024-336, that the Guild's medical contributions for 2025 and moving forward will follow the County's Resolution 2024-215. Resolution 2024-215 created a new County Contribution structure for non-bargaining employees that went towards the medical, dental, vision, basic life insurance, long term disability, and employee assistance program premiums for the insurance plans made available for the County for Employee(s) and their dependent(s). Resolution 2024-215 also outlined a set amount of contribution to the HRA VEBA account for each offered plan and for those waiving medical coverage.

Effective January 1, 2026, the Guild agrees that the Guild's medical contributions for 2026 will be the same medical contributions for non-bargaining employees.

18.2 Co-payment of Premium. Any amounts in excess of the County's maximum contribution necessary to pay the medical premium for the employee and/or dependent benefit plans shall be the sole responsibility of the employee by payroll deduction.

18.3 Required Participation. Employees shall participate in coverage as required by the Benefits Administration Policy.

18.4 Changes. The County shall determine which insurance programs and benefits may be continued or implemented periodically. If there are changes in the insurance programs, the County will notify

the Guild. Such notification shall not diminish the right of the County to change the benefit structure, benefit level and/or premium level, nor the right of the Guild to demand to bargain over the impacts of the change. If the insurance company or companies providing the above-referenced benefits notifies the County of changes in the premium structure and/or benefit levels, then, and in, that event the Guild and employees shall comply with such changes if requested to do so by the County.

- 18.5 WA Paid Family and Medical Leave Act (PFML). Eligible employees are covered by Washington's Family and Medical Leave program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.
- a. Premiums for benefits are established by law and employees will pay, through payroll deduction, the full cost of the premiums associated with family leave benefits and 45% of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.10.030.
 - b. Employer will pay the remaining premiums, or 55% of the cost of the premiums associated with the medical leave benefits.

ARTICLE 19 -CLASSIFICATIONS,WAGES AND ALLOWANCES

- 19.1 Cost of Living Adjustment (COLA). Effective January 1, 2025, the Guild agreed, per Resolution 2024-336 to a three (3%) percent COLA

July 1, 2025, the Salary Matrix approved by Resolution 2025-074 will be in effect.

Effective January 1, 2026 the 2025 Salary Matrix will be increased by three and one half (3.5%) percent.

- 19.2 Wage Advancement. Employees shall be advanced as set out in Addendum B.
- 19.3 Pay Period. Employees are to be paid bi-weekly.
- 19.4 Overtime. Deputy Prosecuting Attorneys are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).
- 19.5 Bar Dues. Effective upon ratification of this Agreement, the Employer shall pay each Deputy Prosecutor's Washington State Bar Association, and Benton-Franklin Bar Associations dues.
- 19.6 CLE. The County shall allow paid time and will pay for each Deputy Prosecutor the cost of obtaining continuing legal education credits, provided that they are pre-approved by the Prosecuting Attorney. The Prosecuting Attorney shall make the determination on which Deputy Prosecutors attend the Washington Association of Prosecuting Attorneys (WAPA) CLE Training sessions with a limit up to three (3) Deputy Prosecutors for each session.
- 19.7 County Phone. Deputy Prosecutors shall be entitled to a phone provided by the County that are used in the performance of their assignments. Phone are provided upon request by the Deputy Prosecutor.

ARTICLE 20 - LABOR MANAGEMENT MEETINGS

- 20.1 Committee. A labor-management committee may be established consisting of up to two Guild members chosen by the Guild and up to two management members chosen by the County.
- 20.2 Scheduling. The labor-management committee may schedule meetings at mutually agreeable times periodically on the call of a party to this agreement. A request shall be in writing and shall contain the items and topics at issue.
- 20.3 Collaboration. The purpose of the labor-management committee is to approach matters collaboratively and cooperatively in order to engage in problem-solving. If a recommendation may modify the meaning of the labor agreement, such recommendation(s) shall be forwarded to the Representative for the Guild, the County's Labor Representative, Prosecuting Attorney, and Human Resources Director.

ARTICLE 21 - NEGOTIATIONS TIME TABLE

The parties will reopen bargaining subsequent to September 1 of the year this Agreement expires, and shall schedule bargaining for the successor agreement at mutually agreeable times with a goal to complete the bargaining process prior to the end of the calendar year, and if possible, in advance of the time the County begins to finalize its budget in October and November. Exceptions and extensions may be made by mutual agreement. The County will allow two employees representing the Guild leave without loss of pay for collective bargaining sessions and/or labor management meetings between the County and the Guild.

ARTICLE 22 - NON-DISCRIMINATION

- 22.1 Guild Activities. The County and the Guild agree not to discriminate against any employee due to legitimate activities for or against the Guild, including membership or non-membership in the Guild.
- 22.2 Prohibited Classifications. The parties agree not to discriminate against any employee due to race, color, national origin, religion, age, sex, sexual orientation, gender identity, political association, obesity, marital or family status, veteran status, disability, use of service animal, genetic information, or any other characteristic protected by state or federal law.

ARTICLE 23 -TERMS OF AGREEMENT

This Agreement shall be in full force and effect for the period commencing the first date of the month following ratification by all parties, except as otherwise provided in this Agreement, and shall remain in effect until December 31, 2026. Retroactive pay, if any, will be bargained as part of the wage settlement. Only active employees at the time of ratification by all parties will be eligible for any retroactive pay negotiated, if any.

Amounts determined due to active employees shall be computed and paid by the County within forty-five (45) days following ratification of this Agreement. The parties shall commence negotiations upon any proposed modifications according to Article 21. The Agreement shall remain in full force and effect

during such negotiations. If, however, no agreement is reached with respect to all such proposed modifications and/or proposals that may be presented for negotiations, after the date on which the Agreement otherwise would have expired, either party thereafter may terminate the Agreement 30 days after written notice of termination is delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2025.

FRANKLIN COUNTY

PROSECUTING ATTORNEY GUILD

Chair



Hunter Harrington, Representative

Chair Pro Tem

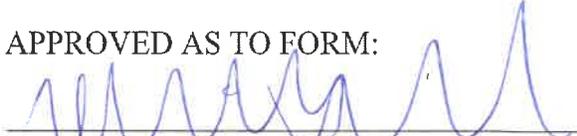
Member



Prosecuting Attorney

#35535

APPROVED AS TO FORM:



Prosecuting Attorney's Office

Appendix A – Salary Matrix

January 1, 2025

2025 FRANKLIN COUNTY ATTORNEY MATRIX (effective 01/01/2025)								
<i>Annual amounts are based on 2080 hours/year</i>								
		1	2	3	4	5	6	7
	22	111,508.80	117,083.20	122,990.40	129,168.00	135,657.60	142,480.00	149,614.40
Bi-Weekly		4,288.80	4,503.20	4,730.40	4,968.00	5,217.60	5,480.00	5,754.40
8hr Hourly		53.61	56.29	59.13	62.10	65.22	68.50	71.93
	21	101,337.60	106,433.60	111,779.20	117,436.80	123,323.20	129,521.60	136,011.20
Bi-Weekly		3,897.60	4,093.60	4,299.20	4,516.80	4,743.20	4,981.60	5,231.20
8hr Hourly		48.72	51.17	53.74	56.46	59.29	62.27	65.39
	20	92,123.20	96,740.80	101,628.80	106,766.40	112,091.20	117,686.40	123,656.00
Bi-Weekly		3,543.20	3,720.80	3,908.80	4,106.40	4,311.20	4,526.40	4,756.00
8hr Hourly		44.29	46.51	48.86	51.33	53.89	56.58	59.45
	17	69,201.60						
Bi-Weekly		2,661.60						
8hr Hourly		33.27						

POSITION	GRADE
Chief Deputy Prosecuting Attorney	22
Deputy Prosecuting Attorney III (Senior)	21
Deputy Prosecuting Attorney II	20
Deputy Prosecutor - Rule 9	17

July 1, 2025

2025 FRANKLIN COUNTY ATTORNEY MATRIX (effective 07/01/2025)											
<i>Annual amounts are based on 2080 hours/year</i>											
		1	2	3	4	5	6	7	DPA IV	DPA V	Chief DPA
	22	111,508.80	117,083.20	122,990.40	129,168.00	135,657.60	142,480.00	149,614.40	157,095.12	164,949.88	181,444.86
Bi-Weekly		4,288.80	4,503.20	4,730.40	4,968.00	5,217.60	5,480.00	5,754.40	6,042.12	6,344.23	6,978.65
8hr Hourly		53.61	56.29	59.13	62.10	65.22	68.50	71.93	75.53	79.30	87.23
	21	101,337.60	106,433.60	111,779.20	117,436.80	123,323.20	129,521.60	136,011.20			
Bi-Weekly		3,897.60	4,093.60	4,299.20	4,516.80	4,743.20	4,981.60	5,231.20			
8hr Hourly		48.72	51.17	53.74	56.46	59.29	62.27	65.39			
	20	92,123.20	96,740.80	101,628.80	106,766.40	112,091.20	117,686.40	123,656.00			
Bi-Weekly		3,543.20	3,720.80	3,908.80	4,106.40	4,311.20	4,526.40	4,756.00			
8hr Hourly		44.29	46.51	48.86	51.33	53.89	56.58	59.45			
	17	69,201.60									
Bi-Weekly		2,661.60									
8hr Hourly		33.27									

POSITION	GRADE
Chief Deputy Prosecuting Attorney	10% above Asst Chief DPA
Deputy Prosecuting Attorney V (Assist Chief)	5% above DPA IV
Deputy Prosecuting Attorney IV	5% above DPA III
Deputy Prosecuting Attorney III (Senior)	22
Deputy Prosecuting Attorney II	21
Deputy Prosecutor I	20
Deputy Prosecutor - Rule 9	17

Prosecuting Attorney Guild effective 01/01/2026

Grade 22	1	2	3	4	5	6	7
	115,419.20	121,201.60	127,296.00	133,702.40	140,420.80	147,472.00	154,856.00
Bi-Weekly	4,439.20	4,661.60	4,896.00	5,142.40	5,400.80	5,672.00	5,956.00
8 Hr Hourly	55.49	58.27	61.20	64.28	67.51	70.90	74.45
8 Hr OT	83.24	87.41	91.80	96.42	101.27	106.35	111.68
Grade 21	1	2	3	4	5	6	7
	104,894.40	110,177.60	115,710.40	121,555.20	127,649.60	134,056.00	140,774.40
Bi-Weekly	4,034.40	4,237.60	4,450.40	4,675.20	4,909.60	5,156.00	5,414.40
8 Hr Hourly	50.43	52.97	55.63	58.44	61.37	64.45	67.68
8 Hr OT	75.65	79.46	83.45	87.66	92.06	96.68	101.52
Grade 20	1	2	3	4	5	6	7
	95,368.00	100,131.20	105,206.40	110,510.40	116,022.40	121,825.60	128,003.20
Bi-Weekly	3,668.00	3,851.20	4,046.40	4,250.40	4,462.40	4,685.60	4,923.20
8 Hr Hourly	45.85	48.14	50.58	53.13	55.78	58.57	61.54
8 Hr OT	68.78	72.21	75.87	79.70	83.67	87.86	92.31
Grade 17	1						
	71,635.20						
Bi-Weekly	2,755.20						
8 Hr Hourly	34.44						
8 Hr OT	51.66						

POSITION	GRADE
Chief Deputy Prosecuting Attorney	10% above asst Chief DPA
Deputy Prosecuting Attorney V (Assist Chief)	5% above DPA IV
Deputy Prosecuting Attorney IV	5% Above DPA III
Deputy Prosecuting Attorney III (Senior)	22
Deputy Prosecuting Attorney II	21
Deputy Prosecutor I	20
Deputy Prosecutor - Rule 9	17

Appendix B - SALARY ADMINISTRATION

COVERAGE.

This policy covers the departments of Franklin County recognized under Article 2 of this Agreement.

SALARY ADJUSTMENTS.

a. Within Grade:

1. Regular Full-Time: Normally, a new regular full-time employee will start at Step 1.

Per Resolution 2023-184, the Elected Prosecutor may hire an employee at a grade 20 or 21 and at the appropriate steps based on qualifications and prior experience.

Progression may be made earlier than the service times indicated above in cases where the Elected Prosecutor believes the employee's sustained performance is sufficiently above normal and the progression is approved by the Board of Commissioners. Employees considered for early progression shall be limited to no more than two additional steps progression every year. If denied progression by the Board of Commissioners notification of such denial shall be in writing to the employee.

b. To a Higher Grade

An employee may be promoted to a higher grade when the employee's qualifications are commensurate with the requirements of such higher grade and a vacancy exists or a new position has been created and classified. Promotions to a higher grade will be made at the salary step with a salary immediately higher than the employee's salary at the lower grade, and the employee's anniversary date shall be adjusted to reflect the effective date of the promotion.

c. Transfer

A request for reassignment to a different position or classification where a vacancy exists and/or a new position has been created, when there is no change in pay grade. An employee transferred shall be paid at the employee's current salary step. An employee's anniversary date for movement in the pay plan will not change when a transfer occurs.