

January 1, 2022 – December 31, 2024

CONTRACT

By and Between

PIERCE COUNTY

and

PIERCE COUNTY CORRECTIONS GUILD

TABLE OF CONTENTS

ARTICLE 1..... 5

ARTICLE 2 - NONDISCRIMINATION 5

ARTICLE 3 - RECOGNITION AND GUILD SECURITY 5

ARTICLE 4 - MANAGEMENT RIGHTS 7

ARTICLE 5 - HOURS OF WORK AND OVERTIME 8

 5.1 - Workweek..... 8

 5.2 - Overtime 8

 5.3 - Meal Periods 9

 5.4 - Rest Breaks 10

 5.5 - No Pyramiding..... 10

 5.8 - Continuing Education Shift Accommodation..... 11

 5.9 - Involuntary Transfer 11

 5.10 - Shift Bidding..... 11

ARTICLE 6 - WAGES 12

 6.1 - Wages 12

 6.2 - Step Plan 13

 6.3 - Pay Period..... 13

 6.4 - Out of Class Pay 13

 6.5 - Uniforms..... 13

 6.6 - Mileage Reimbursement..... 13

 6.7 - Assigned Vehicles 14

 6.8 - Lunches..... 14

 6.9 - Longevity..... 14

 6.10 - Biohazard and Demolition Evacuation Pay 14

 6.11 - K-9 Handler 14

 6.12 - Call-Out 14

 6.13 - Field Training Officer Pay..... 15

 6.14 - Damage to Personal Property in Line of Duty 15

 6.15 - Temporary Duty Assignments..... 15

 6.17 - Shift Differential..... 16

ARTICLE 7 - SENIORITY 16

ARTICLE 8 - REDUCTION IN FORCE 17

ARTICLE 9 - VACATIONS	18
ARTICLE 10 - HOLIDAYS.....	21
ARTICLE 11 - SICK LEAVE	23
ARTICLE 12 - COMPENSATED LEAVES OF ABSENCE	26
12.1 - Jury Duty	26
12.2 - Bereavement Leave	27
12.3 - Reserve Military Leave	27
12.4 - Industrial Injury Leave	27
ARTICLE 13 - UNPAID LEAVES OF ABSENCE.....	28
13.1 - Approval Process	28
13.2 - Impact on Accruals	28
13.3 - Discontinuance of Benefits.....	28
13.4 - Unpaid Leave for Maternity Reasons	28
13.5 - Military Leave - Active Duty	29
13.7 - Long-Term Disability Insurance	29
ARTICLE 14 - GROUP MEDICAL/DENTAL/LIFE INSURANCE AND IRC 125 PLAN	29
14.1 - Medical	29
14.2 Dental.....	30
14.3 Life Insurance	30
ARTICLE 15 - HOLD HARMLESS	34
ARTICLE 16 - RETIREMENT	34
ARTICLE 17 - WORKERS COMPENSATION	34
ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE.....	34
18.1 - Definition.....	34
18.2 - Procedure	34
ARTICLE 20 - LABOR/MANAGEMENT RELATIONS COMMITTEE.....	38
ARTICLE 21 - NO STRIKE-NO LOCKOUT	38
21.1 - No Work Stoppage	38
21.2 - Guild Responsibility.....	38
21.3 - No Lockout.....	38
21.4 - Penalties.....	38
ARTICLE 22 - SAVINGS	38
ARTICLE 23 - SUBCONTRACTING.....	39
ARTICLE 24 - SAFETY AND SANITATION	39

ARTICLE 25 - MATTERS COVERED AND COMPLETE AGREEMENT 39
ARTICLE 26 - TERM OF AGREEMENT 39
APPENDIX "A" 41
APPENDIX "B" 42

2022 - 2024

CONTRACT

By and Between

PIERCE COUNTY

and

PIERCE COUNTY CORRECTIONS GUILD

ARTICLE 1

This Agreement is made and entered into by and between Pierce County for its operations listed below, hereinafter referred to as the "Employer," and the Pierce County Corrections Guild, hereinafter referred to as the "Guild."

ARTICLE 2 - NONDISCRIMINATION

2.1 Neither the Employer, Guild nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race; color; religion; creed; sex; marital status; honorably discharged veteran or military status; sexual orientation; national origin; age; or the presence of any sensory, mental or physical disability unless there is a bona fide occupational qualification.

2.2 No employee shall be discriminated against because of membership or lack thereof or lawful activity in the Guild, provided such activities are not carried on so as to interfere with the normal work process.

ARTICLE 3 - RECOGNITION AND GUILD SECURITY

3.1 The employer recognizes the Guild as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full time and regular part-time employees of the Pierce County Corrections and Detention Center, including Correctional Sergeants and Correctional Deputies, but excluding those employees represented by other labor contracts, supervisors, confidential employees, and all others.

3.2 The County agrees that upon voluntary written authorization of any employee who is a member of a Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, as certified by the Guild. Employees wishing to cancel the written authorization for dues deduction, must notify the County and Guild in writing, at which time the County will discontinue the deduction. An employee's notification canceling authorization for dues deduction shall take effect 60 days after notice is received by the County.

3.3 The Guild shall indemnify and hold harmless the County against all claims, demands, suits or other form of liability that shall arise out of or by reasons of action taken or not taken by the County to comply with this Article other than that caused by the County's neglect.

3.4 An authorized officer of the Guild shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule. There shall be no more than one (1) Guild Representative for each of the three main shifts except where operations are physically separated as mutually agreed to between the Guild Representative and the Human Resources Director.

3.5 Bargaining unit status of new positions instituted by the Employer shall be made after taking into consideration the following elements of the job: the community of interest, similarities of duties, required skills, interchange, working conditions and organizational level of the positions contained in Appendix "A" as defined in RCW 41.56.030(7)(b) "Uniformed Employees". Any dispute in applying this section may be resolved in accordance with the conditions of this Agreement or applicable law RCW 41.56.060. The grievance procedure shall not apply in issues pertaining to this section.

3.6 - Release for Internal Guild Business. The officers and designated Guild representatives will be charged the leave of their choice (annual leave, compensatory time, furlough leave or leave without pay) when they have requested and received approval from their supervisor to be absent from work to perform Guild business. Examples of Guild business would include employee organization, solicitation of membership, collection of dues, campaigning for offices, attending meetings, conventions, memorials, funerals, etc. Up to four (4) Guild Executive Board members shall be granted release specifically to attend Guild E-Board meetings a maximum of one time per month, if the request is made at least seven (7) calendar days prior to the requested release and is during the first or last hour of the Guild member's regularly scheduled shift.

3.7 - Guild President, Day Shift Assignment. Upon request by the Guild President, the Employer shall make a reasonable effort to assign the Guild President to the prevailing day shift hours.

3.8 - Notification of Supervisor when Released for Guild Activity. Before leaving the work area or otherwise devoting pay status time (annual leave, compensatory time, furlough leave or unpaid leave) to the performance of Guild business, the Guild President will notify their supervisor or designee, receive approval and will also notify their supervisor when they return.

3.9 The Guild President, during his regular work shift and on paid status, may deliver communications, to the Bureau Chief or other designees, pursuant to Section 9 above.

3.10 - Guild Use of Bulletin Boards. The County agrees to allow the Guild to use designated departmental bulletin boards within the PCSDCC for the purpose of posting notices of Guild meetings, Guild election returns, Guild appointments to office, Guild recreational or social affairs, etc. The Guild shall be solely responsible for material placed upon the boards by the appropriate Guild representative.

3.11 - Labor-Management Business. Unless specifically authorized by the Sheriff or his designee, no more than four (4) Guild representatives (with no more than two (2) that require their position to be backfilled) shall attend labor-management meetings and contract negotiations while on duty. Unless specifically authorized by the Sheriff or designee, no more than one (1) Guild

representative shall attend grievance arbitrations, and PERC hearings while on duty. Guild representatives authorized to attend labor-management meetings while on duty shall not suffer any loss of pay. This forum shall not be used as a substitute for the existing grievance procedure, nor as a substitute for formal contract negotiations.

3.12 - Guild Pool of Hours. The County and the Guild have agreed that the County shall deduct one (1) hour of accrued leave per year from each dues-paying member of the Guild which shall be taken from the employee's vacation leave or, if insufficient vacation is available, from available furlough leave and credit those hours towards the central leave pool for use by Guild Officers as approved by the Guild Executive Board for Guild business. The County shall provide for such deductions for those bargaining unit members who have submitted a voluntary written authorization form. Such deductions and transfer of hours will be accomplished once per year in the first full pay cycle of June, beginning the first June after implementation of this agreement. Employees wishing to cancel the written authorization for leave deduction must notify the County and the Guild in writing, at which time the County will discontinue the deduction.

3.13 The Guild agrees to inform the County of the names of its authorized officers and stewards, the areas of assignment and other designated representatives.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Employer retains and reserves 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 Pierce County Charter, subject only to the limitations stated in this Agreement:

- a. To plan, direct, control and determine all the operations and services of the Employer;
- b. To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
- c. To schedule and assign work within classification.
- d. To establish reasonable work and performance standards and, from time to time, to change those standards;
- e. To assign overtime;
- f. To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (subject to Article 23 - Subcontracting);
- g. To make and enforce reasonable rules and regulations;

- h. To discipline, suspend and discharge employees for just cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason not expressly prohibited by law. Failure of initial probation may be grieved at Steps 3 and 4 only of the grievance procedure.
- i. To change or eliminate existing methods, equipment or facilities.

4.2 The Pierce County Charter shall prevail provided a charter amendment may not amend a provision of the existing Agreement during its term. However, if provisions contained in the Agreement relating to wages, hours and working conditions are in conflict with County ordinances pertaining thereto the terms of the Agreement shall prevail.

4.3 The County has the right at any time to require an employee to provide evidence of a valid driver’s license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record. If no personnel action is taken as a result of the information provided by the abstract, the abstract shall be released to the employee and a record shall be kept that such an abstract was obtained.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 - Workweek. It is intended that the normal workweek for full-time employees shall be forty (40) hours per week on five (5) consecutive days consisting of eight (8) consecutive hours per day with two (2) days off. However, nothing in this section shall prevent temporary alternative work schedules during shift changes, team changes, special assignments, training, emergencies, or other similar types of circumstances. Regularly scheduled workweeks which require split work days, split work shifts, a split workweek or other alternative work schedules and work shifts may be utilized by mutual agreement of the employer and the affected employee.

Any changes in an employee’s consecutive days off shall require a seven (7) day written notice unless there is mutual agreement between the affected employee and the employer. Such changes shall not be arbitrary in nature. During the shift change period that takes place every 28 days, no employee shall be required to work more than 7 consecutive days during the week prior to and through one week following the shift change. Nor shall any employee be required to move from a swing shift assignment to a grave assignment without at least one day off on the actual shift change day.

This section shall not preclude the use of regular part-time employees and/or positions or job sharing. Other alternatives to full-time employment may be utilized with mutual agreement of the employer and employee.

5.2 - Overtime. Overtime shall apply for hours compensated in excess of eight hours per day or 40 hours per week, recorded to the nearest one tenth (1/10th) of an hour, with a minimum of six (6) minutes of actual work qualifying for compensation. The number of minutes of actual work (greater than six) shall be rounded down to the nearest tenth of an hour. Payment for authorized overtime hours shall be at the rate of time and one half the regular rate of pay. The employer will attempt to provide an employee with at least two (2) hours’ notice of mandatory overtime that the

employee is ordered to work, unless it is an unforeseen circumstance that could not have been identified earlier. Each employee is responsible for reviewing the mandatory list on a regular basis.

5.2.1 – Voluntary and Mandatory Overtime Assignments and Procedures.

5.2.1.1 Voluntary Overtime: Known overtime for the following month will be posted as soon as possible following the first day of the preceding month. For any shift for which overtime is available, deputies assigned to the same shift shall be offered first preference to volunteer for available overtime. After providing a reasonable amount of time for all deputies on a particular shift to volunteer, all other shifts and the career rotation deputies shall be offered any remaining slots. The Department has discretion to limit the number of available shifts that one deputy may volunteer for when multiple shifts are made available so as to provide everyone the opportunity to first sign-up for available slots.

5.2.1.2 Mandatory Overtime: Overtime needs not filled with volunteers will be filled through mandatory overtime (“MOT”) to ensure minimum staffing levels are maintained. Any shift extension longer than 30 minutes shall be credited as mandatory overtime. The MOT list will be grouped by shift and in order of the last time an employee was forced to work mandatory overtime. Employees will receive credit for forcible overtime, and it will be logged into the mandatory tracking sheet managed by the Shift Commander. Credit will also be given to employees who volunteer for last-minute or same-day overtime, if the overtime is a shift immediately following the employee’s assigned shift. “Credit” means that an employee who is forced to work mandatory overtime or who volunteers for same-day overtime will be placed at the bottom of the MOT list. Any employee who wants to volunteer for same-day overtime will notify the Shift Commander or place their name on the sign-up sheet located outside the Shift Commander’s office.

Passes and the Two-Hour Rule: Each employee is entitled to one pass prior to being forced to work mandatory overtime. Once a person has worked mandatory overtime, his or her pass is reset. The date of the pass will be noted in the comment section of the tracking list. Employees may pass on their Fridays without penalty. Employees who are forced to stay for the next shift may choose to invoke the “two-hour” rule. This rule allows the employee who is forced to work the entire shift, the option of taking two-hours of annual or holiday leave for the next day’s regular shift. This allows additional rest time for the employee before returning to work the next day. Employees who volunteer for same-day overtime do not get to utilize the two-hour rule.

5.3 - Meal Periods. The Employer shall provide each employee with a paid thirty (30) minute meal period as part of the employee's regular eight hour shift. The employee shall remain on duty during this period. If interrupted due to operational need, such meal period shall be continued when operationally feasible, not to exceed thirty (30) minutes total.

5.4 - Rest Breaks. The Employer shall provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute rest break during the second four (4) hour period in the work day as part of the employee's regular eight hour shift. The employee shall remain on duty within the area, subject to cancellation of the break or immediate callback should the workload require it and the employee is not guaranteed a full fifteen minutes of time to rest. If interrupted due to operational need, such break shall be continued when operationally feasible, not to exceed 15 minutes total.

5.5 - No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The work periods specified herein shall not constitute guaranteed hours of work.

5.6 The Employer shall adopt the Section 207K exemption under the Fair Labor Standards Act for the purpose of establishing a fourteen (14) consecutive day work period, which shall run concurrently with the payroll period, for employees of this bargaining unit. The use of the 207K exemption shall be limited to the exchange or adjustment of work days during the fourteen (14) day payroll period (pursuant to this section) or for the accrual of compensatory time (pursuant to Section 7 of this Article).

Employees may voluntarily exchange their regularly scheduled shifts or workdays with another employee or may adjust their own workdays with prior authorization by the Employer. The employee's reason for wanting to exchange a shift or workday shall not be a basis for denying authorization. Any shift exchange, workday exchange or schedule adjustment must be completed within the same pay period. Notwithstanding any of the provisions of this Article or practice to the contrary, employees performing work during a shift or workday which has been voluntarily exchanged or adjusted shall be paid at a straight time rate of compensation and shall not be paid overtime unless the employee is directed to perform duties beyond the regularly established basic work day.

5.7 An employee may elect to accrue up to forty (40) hours of compensatory time off at the rate of time and one half (1-1/2) in lieu of overtime payment for up to the first six (6) hours of voluntary overtime worked in a fourteen (14) day pay period if the hours worked would otherwise qualify for overtime as defined in Section 2 of this Article. Any overtime hours worked in excess of six (6) hours in a pay period will be paid at the overtime rate. With Departmental authorization, employees may accrue an additional forty (40) hours of compensatory time off at the rate of time and one half (1-1/2) in lieu of overtime payment for up to the first six (6) hours of overtime worked in a fourteen (14) day pay period if the hours worked would otherwise qualify for overtime as defined in Section 2 of this Article. Employees may accrue a maximum total of eighty (80) hours of compensatory time. Employees who have accumulated the maximum compensatory time balance will be paid at the appropriate overtime rate for additional accruals. Compensatory time will not be authorized for staff working overtime on the same day they receive compensation for annual leave, sick leave, or a furlough day. Unused compensatory time shall be paid off at the employee's regular rate of pay at the time of separation.

The use of compensatory time will be scheduled in accordance with the reasonable operating needs of the Department as determined by the Sheriff or his designee. It is understood that compensatory time will not be used when it requires the replacement of the absent employee with an employee

on overtime or in those instances where overtime or compensatory time is already being utilized by the affected unit to replace an employee who is on annual leave or using furlough time. In addition, it may not be used on the same day that compensation is received for working overtime.

5.8 - Continuing Education Shift Accommodation. In fulfilling its commitment to provide professional services in the field of corrections, the Employer shall encourage all employees to further their education to the highest level possible. The Employer will, within operational needs, assist employees in arranging duty schedules and assignments to facilitate and encourage such individual self-improvement. Any request for accommodation in shift or assignment shall be presented by the employee to the deciding official with as much advance notice as possible. The Employer will accommodate shift changes to permit the employee to attend a course of formal continuing education at the same time the course is being offered, whenever possible. The Employer will not change the duty assignment of the employee for the duration of the academic term (i.e., quarter or semester) established by the respective educational institution except under emergency or exceptional circumstances.

5.9 - Involuntary Transfer. Upon request, the County will reconsider an involuntary transfer or reassignment of an employee if such would cause a hardship on the employee. The County will advise the requesting employee of its decision.

5.10 - Shift Bidding. Shift bidding shall be conducted annually starting with the bid process commencing on the first Monday of each November and lasting for fourteen (14) calendar days. The new bid cycle will start on the first day of the first full twenty-eight (28) day work cycle of the new calendar year and last for twenty-six (26) pay cycles. Employees from operations (shift) and from services (support squad/career rotation) will bid for shift preference within their specific duty assignment. If sufficient staff fail to fill all available positions, management may assign staff to those positions. Such mandatory assignment shall be for the term of the vacancy or one year, whichever is less, beginning with the most junior employee who has completed initial probation with the Corrections Bureau and is otherwise eligible and not in another Career Development position. The following procedures shall be used to implement and utilize the shift bidding process:

1. The employer shall have the right to allocate the number of duty posts per shift.
2. Employees will bid shifts by classification and seniority.
3. Seniority will be the determining factor for placement within the bid configuration.
4. Seniority shall be defined in Article 7 of the collective bargaining agreement.
5. Probationary employees will not be able to bid for shifts; but, if their probationary period ends prior to the start of a new cycle, they will be allowed to participate.
6. Employees from specialized and/or career rotation assignments may be extended to the start of the next bid cycle.

7. Employees coming off a career rotation assignment shall be placed in vacant positions, using their seniority and allowing for their preferences as much as possible.
8. The employer shall be allowed to determine vacancies for gender placement if a shift lacks a sufficient number of personnel to meet operational needs.
9. Volunteer shift changes between employees may occur for up to three (3) twenty-eight (28) day cycles annually with the approval of their respective Duty Sergeants and ten (10) days prior notification by the affected employees.
10. Employees who voluntarily transfer shifts cannot bump previously scheduled vacation.
11. Any newly created duty posts within a shift shall require a posting and selection according to the above process.
12. Any duty post which becomes vacant during a bid cycle will be posted for fourteen (14) calendar days prior to selection.
13. Employees with family needs or educational requirements may be reassigned to vacant duty posts at the discretion of the Bureau Chief with notification to the Guild.
14. In cases of an emergency declared by the County Executive, the Corrections Bureau Chief may adjust, delay, or modify the bid process for the period of the emergency, but only after notification to the Guild, allowing it the opportunity to exercise its bargaining rights.
15. Employees may be temporarily reassigned (loaners) due to work requirements for a period not to exceed one twenty-eight (28) day cycle. The employer will first request volunteers for these reassignments and, in the absence of volunteers, will use seniority to select the employees to be reassigned.

ARTICLE 6 - WAGES

6.1 - Wages.

2022. Effective January 10, 2022, employees shall be granted a general wage increase of eight percent (8%).

2023. Effective January 9, 2023, employees shall be granted a general wage increase of six percent (6%).

2024. Effective January 8, 2024, employees shall be granted a general wage increase of four percent (4%).

Employees shown in the Pay and Class Plan as "Y rate" (ranges beginning with numerical designation 61 or 71) shall receive no general wage increase in accordance with this section above. At such time as the top pay rate of their classification meets or exceeds their "Y-rate", the employee shall be placed at the appropriate step of their regular classification and shall again be eligible for general wage increases.

6.2 - Step Plan. Employees in Steps "1" through "5" of the pay plan shall be provided a step increase on their anniversary date after completion of 26 accruable pay cycles computed in present classification. Employees injured in the line of duty shall continue to accrue credit towards step advancement. Employees on an unpaid leave of absence shall not receive credit towards step advancement and, therefore, their anniversary date will be adjusted to reflect the period of time of such leave.

Employees may be demoted in pay step as a result of discipline.

A non-meritorious rating shall be subject to Steps 1, 2 and 3 only of the grievance process set forth in this agreement.

6.3 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the second following Sunday. The Employer will make available bi-weekly advices/check stubs by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day. All employees will be paid via direct deposit beginning in January 2014 and checks will no longer be routinely issued.

6.4 - Out of Class Pay. An employee who is temporarily assigned work in a higher classification and, in fact, performs the full scope of the work of the higher classification for a period of four (4) hours or more, shall be paid at the rate of pay assigned to the higher classification for all hours actually worked in the higher classification. Pre-approval by the Sheriff or designee shall be required except in cases of emergency.

6.5 - Uniforms. Correctional Deputies and Sergeants required to wear a uniform as their regular clothing will be provided two issues upon employment and a third issue upon completion of the probationary period. Uniforms will be replaced on an "as needed" basis as determined by the Sheriff or designee.

6.6 - Mileage Reimbursement. Employees authorized to use their private vehicle for County business or in the performance of their official duties shall receive reimbursement at the rate provided by the IRS for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round trip coach air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven between the employee's place of residence and usual work location. Should any other group of employees receive a greater mileage reimbursement rate, this rate shall be adjusted accordingly with the same effective date as that of the other group.

6.7 - Assigned Vehicles. Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment.

6.8 - Lunches. All employees of the bargaining unit, while on duty in the County Jail, will be provided one (1) meal per shift while performing their normal County duties.

6.9 - Longevity. Employees who currently qualify for participation in the grandfathered longevity program will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after December 1, 1982, shall not be eligible or participate in the grandfathered longevity program.

Effective July 1, 2018, employees covered by this bargaining unit shall receive the following longevity pay based on the applicable base hourly rate:

- After completion of 14 years of continuous County employment (i.e., at the beginning of the 15th year), employees shall receive 2.5% longevity pay for service of 15 years through 20 years.
- After completion of 20 years of continuous County employment (i.e., at the beginning of the 21st year), employees shall receive an additional 1.5% for a total of 4.0% longevity pay for service of 21 years through the remainder of employment in a position covered by this bargaining unit.

Any employee who is grandfathered under the County's previous longevity system will not be eligible for this new longevity plan.

6.10 - Biohazard and Demolition Evacuation Pay. The Employer shall pay employees assigned to biohazard cleanup or the demolition evacuation rescue team an extra allowance of thirty-five dollars (\$35.00) per incident as follows: Employees assigned to biohazard cleanup shall receive thirty-five dollars (\$35.00) per incident for any instance in which a biohazard-trained employee is actually assigned, by a Sergeant or above, and performs authorized biohazard cleanup. Employees assigned to the demolition evacuation rescue team shall receive thirty-five dollars (\$35.00) per shift for any shift on which a demolition-evacuation-rescue-team trained employee is actually assigned, by a Sergeant or above, and performs authorized demolition evacuation rescue team functions during a County-designated emergency.

6.11 - K-9 Handler. A Corrections Deputy assigned as K-9 handler will receive a five percent (5.0%) premium on top of the Corrections Deputy's regular hourly rate for such specialized skills and training subject to all terms and conditions outlined in the Memorandum of Understanding attached as Appendix B.

6.12 - Call-Out. Employees called to return to work after leaving the workplace (meaning their scheduled work period has expired, the employee has been relieved from their post and has exited the secured portion of the jail) at the end of a shift and before the start of their next scheduled shift shall be compensated at the rate of time and one-half for a minimum of three (3) hours or the actual hours worked whichever is the greater period of time. Employees called-out within three (3) hours

or less of their next scheduled shift shall be compensated only for the additional time actually worked; such compensation shall be at the time and one-half rate.

Part-time employees shall be compensated at their regular base rate of pay for a minimum of three (3) hours or the actual hours worked whichever is the greater period of time. Employees called-out within three (3) hours or less of their next scheduled shift shall be compensated only for the additional time actually worked. Overtime provisions of Article 5, Section 2 apply as appropriate.

6.13 - Field Training Officer Pay. Corrections Deputies and Sergeants who are designated by the Sheriff (or designee) to perform the duties of Field Training Officer (FTO) shall be eligible for additional compensation above their base hourly pay at a rate of seven and one half (7.5%) percent for any full hour or more in a single eight-hour shift during which those duties were performed. After the first full hour, the remainder of time during that shift spent performing FTO duties shall be paid rounded to the nearest six minutes (tenths of an hour).

6.14 - Damage to Personal Property in Line of Duty. Employees who suffer loss or damage (including damage due to contamination by blood borne pathogens and/or bio-hazard materials in such a manner that the item(s) cannot be decontaminated) to eyeglasses and authorized personal property in the line of duty will have such personal property repaired or replaced at the expense of the Employer; provided further, that reimbursement for lost or damaged wristwatches and/or rings shall be limited to actual replacement cost up to two hundred fifty (\$250.00) per item, per incident, as determined by the Employer.

6.15 - Temporary Duty Assignments. Correctional Deputies who are temporarily assigned as Correctional Sergeants and are then reclassified/promoted as a Correctional Sergeant, with no break in status as a Correctional Sergeant, shall receive credit for up to one hundred twenty (120) days of their temporary duty status for purposes of meeting their merit step increase eligibility, but not for purposes of meeting their probationary periods.

6.16 Employees who are designated to be on-call by the Sheriff or his designee shall be paid as follows:

One hour straight time on work nights, Monday through Friday, for sixteen (16) hours on-call shift, four (4) hours of straight time wage for each of the two (2) twenty-four (24) hour weekend on-call shifts, starting Saturday morning and running through Sunday morning and Sunday morning running through Monday morning. Any on-call shift which starts on a paid County holiday will be paid at time and one-half the normal weekend rate for on-call duty for twenty-four (24) hours.

"On-call" means the employee at a minimum must be within the boundaries of Pierce County or the boundaries of the employee's county of residence, free from the effects of alcohol and/or any controlled substance and in telecommunication contact (e.g. beeper, radio, phone) and so immediately available.

An employee called out while in an on-call status will receive a minimum of two (2) hours pay at the appropriate rate of pay for the actual hours worked and the on-call pay.

6.17 - Shift Differential. The following is effective July 1, 2018:

Employees who work during swing shift shall receive an additional \$0.40 per hour worked in such assignment. Employees who work during graveyard shift shall receive an additional \$0.60 per hour worked in such assignment.

Swing shift shall be defined as shifts with hours of work falling primarily between the hours of 1500 and 2300. Graveyard shift shall be defined as shifts with hours of work falling primarily between the hours of 2300 and 0700.

Swing shift employees working shift extensions shall continue to receive the swing shift differential for that extension. Graveyard employees working shift extensions shall continue to receive the graveyard shift differential for such extension. However, employees assigned to work a new shift assignment shall receive the differential appropriate for that assigned shift. Employees working Courts and those working shift extensions on dayshift are excluded.

A “shift extension” as used in this section is not the same as the definition of shift extension for credit for mandatory overtime.

ARTICLE 7 - SENIORITY

7.1 Seniority for the purpose of layoff shall be in accordance with Pierce County Sheriff's Employees Civil Service Rules. Seniority for the purposes of vacation and shift bidding is the amount of continuous service within the bargaining unit and shall be based on the date of hire as a full-time employee within the bargaining unit. Seniority for individuals having the same date of appointment shall be based on their civil service standing by their order of hiring. Employees who promote to positions within the bargaining unit shall continue to accrue classification seniority in their former classification, for example a Corrections Deputy who promotes to Sergeant and subsequently returns to the classification of Corrections Deputy shall continue to accrue Corrections Deputy seniority while serving as a Sergeant.

A period of layoff or unpaid leave of absence shall not count towards the computation of the amount of “continuous time in service”. An employee shall lose seniority for the purposes of this agreement for the following reasons:

- a. Discharge for cause;
- b. Failure to return to work after unconditional offer of re-employment for full-time employment within the bargaining unit is made;
- c. Retirement; and
- d. Voluntary termination.

7.2 Promotions to higher job classifications covered by this Agreement shall be in accordance with the Pierce County Sheriff's Employees Civil Service Rules.

7.3 Probationary periods shall be a period of twelve (12) months from the date of appointment unless extended as provided in Section 9.4 of the Pierce County Sheriff's Employees Civil Service Rules.

ARTICLE 8 - REDUCTION IN FORCE

8.1 This Article is intended to supplement the Pierce County Sheriff's Employees Civil Service Rules. Said rules will control reduction in force procedures if in conflict with the provisions of this Article.

8.2 In the event of a reduction in force due to lack of work, lack of funds or reorganization, or other reasons outside the employee's control, which do not reflect discredit on the services of the employee; layoffs will occur in accordance with the Pierce County Sheriff's Employees Civil Service Rules. No regular or probationary employee shall be laid off while there are temporary or provisional employees serving in the same classification. Layoff of probationary or regular employees shall be made in inverse order of seniority in the classification of work involved. Wherever a definite seniority differential is not established, the order of layoffs shall be determined by the relative standing on the employment register from which appointed. In lieu of layoff, a regular or probationary employee may request demotion to a position in a lower classification within the same promotional series, thereby filling the position held by the employee with the least seniority in the lower classification. No employee so demoted shall displace a regular employee except in the order of seniority. The names of regular or probationary employees laid off or demoted in lieu of layoff shall be placed in order of seniority on the re-employment/re-appointment register for the classification from which the layoff took place. The period of eligibility for re-employment by appointment from the re-employment/re-appointment register shall be without limitation from the date of layoff.

8.3 Prior to implementing a reduction in force decision, the employer shall confer with representatives of the Guild regarding the proposed plans and will consider the Guild's opinions in the matter.

8.4 Any employee who is dismissed as a result of a reduction in force or who has been notified of an intended layoff shall have the right:

- A. To apply for all newly created lateral or lower-level positions or existing vacancies in any branch or agency of Pierce County government, including but not limited to any position within the Pierce County Sheriff's Department which is outside the bargaining unit, provided the employee notifies the Employer's Human Resources Office and completes a layoff personnel form as lateral or lower-level positions open for which the employee is potentially qualified. If qualified, such employees will be referred for consideration prior to the County hiring new employees. Employees hired in a different department or new classification series in the same department will be subject to a new probationary period; and
- B. Regardless of whether the former bargaining unit member is then employed in any position described in subparagraph A herein above, the laid off employee shall, in inverse order of layoff, have the right to recall to any position within the bargaining

unit, either a newly created position or a vacancy, provided that at the time of recall, the employee is otherwise qualified for such position.

ARTICLE 9 - VACATIONS

9.1

9.1.1 Regular full-time employees hired on or after January 1, 1983, shall be granted vacation benefits in accordance with the following schedule as of anniversary dates falling on or after the dates indicated, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle:

During the Applicable Continuous Accruable	
<u>Year of Employment</u>	<u>Paid Vacation Days</u>
1st through 3rd year	12 days
4th through 7th year	16 days
8th through 13th year	20 days
14th through 18th year	23 days
An additional day per year to a maximum of 30 days per year.	

Note: The increased vacation accrual schedule above is effective March 31, 2003.

9.1.2 Effective January 1, 1983, employees who have earned and qualified for vacation leave that exceeds thirty (30) days per year shall maintain the number of vacation days earned as of January 1, 1983. All other employees who are not qualified for thirty (30) days as of January 1, 1983, shall maintain the number of vacation days earned as of January 1, 1983, then earn an additional day of vacation at the completion of every other year to a maximum of thirty (30) days per year or until they are entitled to additional vacation day accrual as set forth in the schedule in Article 9, Section 1.1.

9.2 Part-time employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.

9.3 New eligible employees shall earn vacation leave at the same rate as other eligible employees, but their vacation leave shall not be granted or accrued until they have completed thirteen (13) accruable pay cycles of employment. New employees terminating before they have completed thirteen (13) accruable pay cycles shall not be eligible for payment for accrued vacation leave upon such termination.

9.4 Eligible employees who have completed thirteen (13) accruable pay cycles shall be paid for unused accrued vacation leave days upon termination of employment.

9.5 Vacation Carryover.

9.5.1 Eligible employees may carry over a maximum balance of vacation leave of forty-five (45) days per year from one calendar year into the next calendar year. However, upon retirement or separation from County service, employees shall be paid for a maximum of sixty (60) days accumulated annual leave. If operating requirements restrict the use of vacation time, employees who have had scheduled vacation time canceled, shall be paid at the straight time rate for up to five (5) days of vacation time so denied or canceled in excess of the forty-five (45) days of allowable carryover. Initial requests for vacation time made during the final three months of the calendar year shall not be eligible for payoff. Vacation carry over and payoff provisions for eligible part time employees are subject to a pro-rata portion based on their biweekly standard hours (See Section 2 of this Article).

9.5.2 It is the intent that employees take accrued vacation leave during the calendar year earned, provided, employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability shall, upon approval of the Human Resources Director, be allowed to carry over their entire vacation leave balance provided any excess over 45 days must be used within the next six (6) months.

9.6 Vacation Payout. Employees shall be allowed to cash out up to a maximum of forty (40) hours of vacation leave accruals one time per year. The election must be made by October 31st of each year and the pay out will occur in the second pay cycle in December of the applicable year. To be eligible for vacation payout, employees must:

- Maintain a balance of eighty (80) hours of vacation accruals after the cash-out deduction; and
- Have a furlough balance of negative thirty-two (-32) hours or less as of October 31st.

9.7 Vacation, Compensatory Time and Furlough Scheduling.

9.7.1 The primary bidding process for vacation, compensatory time and furlough scheduling shall be conducted beginning on the first Monday in January of each calendar year and shall be concluded in approximately 3 weeks. During this period, employees will bid vacation and furlough leave using their seniority to determine preference.

As to the vacation leave bidding process, the following rules apply:

1. All vacation leave bids will be numbered in order of importance (for example: first choice, second choice, etc.) and submitted simultaneously prior to the established deadline.
2. All vacation leave bids will be made on the basis of seniority and preference.

3. Each employee shall designate within his/her bid whether to accept any available days from his/her primary vacation choice if certain days are unavailable or whether to move to a second choice preference if the first choice selection is not available.
4. Employees will receive all of the available vacation days and the employee has the option to choose whether to keep the vacation days, trade back the vacation days, or attempt to adjust their schedule to obtain their desired vacation choice.
5. The Lieutenant will keep track of the first twelve (12) bids for each vacation period. When a vacation bid is given back, the next employee who bid for the same vacation days shall be given the option of taking the vacation days. If no employee has bid for the vacation leave days that were given back, a vacation bid will be done based on seniority for the open vacation slots being given back, provided the vacation leave being given back is for three (3) or more consecutive days of leave. Otherwise, open leave slots will be available on a first-come, first-served basis subject to the limitations contained herein.

9.7.2 The number of employees allowed on vacation, compensatory time and furlough leave at any one time shall be as follows:

- Day Shift: 10% of the total number of corrections deputies available for the shift.
- Swing Shift: 10% of the total number of corrections deputies available for the shift.
- Graveyard Shift: 10% of the total number of corrections deputies available for the shift.
- Support Squad: 10% of the total number of corrections deputies assigned to the specific unit; however, at department discretion, a greater number of employees may be allowed off at one time in a specific unit.
- Shift Sergeants: 10% of the total number of sergeants available for the shift.
- Support Squad Sgts: 10% of the total number of sergeants available for the unit.

Ten percent (10%) will be computed by rounding up, with a minimum of one (1) person allowed to be off on leave. For example, if there are 81 officers available for a shift, nine (9) will be allowed off on leave. If there are nine (9) officers available for a specific unit, one (1) will be allowed off on leave.

A Corrections Deputy or Correctional Sergeant on alternate assignment (e.g., Academy, administrative assignment, light duty, etc.), military leave, leave related to a worker's compensation claim filed with the State Department of Labor and Industries, or leave under the FMLA, for longer than a continuous two-week period within a 28-day shift cycle is not considered available for shift.

Employees using vacation or furlough for military duty are excluded from the maximum number of employees allowed off at any one time. Notwithstanding any other provision of this Agreement, the County may move less senior employees, with 72 hour notice, to cover overtime vacancies caused by military leave over and above the ratios provided above and in accordance with Section 6, Article 19, #15.

9.7.3 Employees who voluntarily transfer between shifts will need to reverify their vacation, compensatory time and furlough leave schedules so as not to exceed the limit shown above. If the previously scheduled vacation, compensatory time or furlough leave does exceed this limit, the officer will reschedule vacation, compensatory time and furlough leave to open dates to conform to the limitations shown in Article 7, Section 2.

9.7.4 Employees who are involuntarily transferred between shifts will not have their vacation, compensatory time or furlough leave schedules altered by their reassignment. The employer will attempt to accommodate the vacation, compensatory time and furlough schedules of officers returning to the Operations Division from career development program positions.

9.7.5 In the event of an unforeseen emergency, the employer may adjust the vacation, compensatory time and furlough leave schedules for the duration of the emergency. The Guild will be notified prior to any such adjustments and, time permitting, will be afforded the opportunity to offer suggestions as to how the emergency adjustments could be accomplished with the least disruption of existing schedules.

9.7.6 Following completion of the vacation bid process, the County shall make available, in a read-only electronic version, the vacation calendar for the year, which shall be made available to all employees and updated on a monthly basis.

ARTICLE 10 - HOLIDAYS

10.1 Employees covered by this agreement shall be granted the following holidays off during the term of this agreement:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Two Personal Holidays

The day of observance of the above holidays shall be days specified by County ordinance. If any of the above holidays falls on a Sunday, the following Monday shall be the holiday. If the holiday falls on a Saturday, the preceding Friday shall be the holiday. The employee must be on a paid status on the normal workday preceding and following such holiday.

10.2 Regular full-time and regular part-time employees shall receive two paid "personal" holidays. The paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later canceled by the County. In such instances, with the recommendation of the appointing authority, the Human Resources Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

Regular full-time and regular part-time employees hired on January 1 or the first work day following January 1 shall accrue and be eligible to use paid personal holiday(s) during that year. Employees hired after the first work day of the year shall not be eligible to accrue or use paid personal holiday(s) during that year.

10.3 Part-time employees regularly scheduled to work one half a normal work week or more shall be eligible for a pro-rata portion of holiday pay based on their standard bi-weekly hours per pay cycle divided by ten (10), provided they are compensated at least seventy percent (70%) of their standard work hours.

10.4 - Furlough Days.

10.4.1 Employees may be assigned to receive furlough days in lieu of holidays. Such furlough days will be scheduled and taken within the calendar year.

10.4.2 Employees assigned to Pierce County Corrections and Detention Center receiving furlough days in lieu of holidays will receive one and one-half (1 1/2) times the straight hourly rate of pay when they are required to work on the following holidays: New Year's Day, Martin Luther King Jr's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. This shall mean the actual holiday, not the day the County observes as the holiday for pay purposes.

10.4.3 Employees hired or terminated during the calendar year shall be entitled to furlough days or reimburse the Employer for used furlough days based upon the holidays remaining when they are hired or terminated. Employees may not begin a leave of absence with a negative furlough balance; employees will be required to reimburse the employer using other accruals for all negative furlough balances prior to exhausting those accruals and going on a leave of absence. Employees are allowed to go into leave without pay status for a maximum of five (5) work days before being required to reimburse the County for any negative furlough days.

10.4.4 Each year employees must designate 13 furlough days (104 hours) as either “days off” to be scheduled along with vacation in accordance with Article 9, Section 7.1, or as “cash out” days, in any combination of full days. The request for this designation must be made in writing on or before January 31 for the year in which the furlough leave will be accumulated. Payment for designated cash out days will be made on the last pay date of that year. Any employee who elects to cash out furlough days and terminates employment during the same calendar year will only receive credit for the holidays earned prior to their separation. Once furlough days are designated as either days off or cash out, this designation cannot be changed. However, if the employee is on approved leave for a block of time, or on approved intermittent FMLA, and all other appropriate accrued leave has been exhausted, the earned furlough hours designated as “cash out” will be used prior to going into leave without pay status and before using any other county leave program (such as shared sick leave).

10.4.5 Regularly scheduled full and part time employees who are called to work on a day that is both a scheduled day off and a holiday (Section 1) shall receive twice their normal hourly salary for all hours worked for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day. Employees who work overtime on a regularly scheduled work day which is a holiday (as described in Section 1 of this Article) shall be compensated at two times their regular hourly base rate of pay for those overtime hours.

ARTICLE 11 - SICK LEAVE

11.1 - Regularly scheduled full-time employees in a seventy (70) percent accruable pay status per cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per cycle, with no upper limit. Part-time employees regularly scheduled to work one half a normal workweek or more shall earn a pro-rata portion of sick leave based on hours scheduled excluding overtime, provided they are compensated at least seventy percent (70%) of their standard work hours per cycle, excluding overtime and standby pay. However, no employee shall earn less than one (1) hour of sick leave for every forty hours worked. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle.

11.2 - Permissible Uses of Sick Leave.

11.2 Sick leave shall be paid at the employee's appropriate rate of pay for the employee's own needs for the following conditions:

- a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- b. To allow the employee to provide care for a family member (as defined below in Section 11.2.2) with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or

treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

- c. When the employee's workplace has been closed by order of a public official for any health-related reason and no alternative site is designated by the County, or when an employee's child's school or place of care has been closed for such a reason; or
- d. Absences that qualify for leave under domestic violence leave act, Chapter 49.76 RCW; see also Chapter 3.13 of the County Code and Administrative Guidelines, Domestic Violence in the Workplace.

11.2.2 The family members to whom this section applies are defined by RCW 49.46.210 and include:

- a. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- b. Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- c. Siblings;
- d. Spouse;
- e. Grandparent;
- f. Domestic partner; and
- g. Grandchild.

Domestic partner is defined in the Pierce County Administrative Guidelines for the Career Service and County Code Chapter 3.98, which requires an affidavit be filed with the Human Resources Department.

11.2.3 Family Care Leave: An employee may use the paid leave of their choice subject to the provisions of this subsection under the circumstances listed below. If the employee chooses to use paid leave other than sick leave, such leave shall be paid at the employee's regular straight-time base hourly rate of pay.

- a. Any health condition affecting a covered employee's child under the age of 18 years, or for a child age 18 or older and incapable of self-care, which requires treatment or supervision including:
 - 1. Medical conditions requiring medication which cannot be self-administered;

2. Medical or mental health conditions which would endanger the child's safety or recovery without the presence of a parent or guardian;
 3. Any condition warranting preventive health care such as physical, dental optical or immunization services when a parent must be present to authorize;
 4. Any other circumstance which would constitute a permissible use of sick leave for the employee.
- b. A serious health condition or emergency condition of a spouse, parent, parent-in-law, grandparent of the employee, or child age 18 or older and incapable of self-care, which requires the employee's presence. Such leave shall only be approved for the duration of the condition.

11.3 Misuse of sick leave is cause for disciplinary action up to and including discharge. The Employer may investigate cases of suspected sick leave misuse and may at any time during the course of that investigation and to the extent allowed by law request the employee provide verification from a health care provider that the employee's use of sick leave is for an authorized purpose as set forth in this Article. Except in cases of sick leave misuse, employee use of sick leave shall not be used as a criteria for performance evaluations.

11.4 In order to qualify for sick leave pay, an employee must report the reason for the absence at the earliest possible time to enable the Employer to find a replacement, but no later than the beginning of the scheduled working day, unless impracticable, with notice as soon as feasible of the anticipated date of return to work. A health care provider's verification that the employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210(1)(b) or 49.46.210(1)(c), the expected duration and that the employee is unable to work, or the same information for care of a family member, may be required for sick leave in excess of five (5) consecutive work days. The health care provider's letter may be required to be updated in writing during an extended sick leave. Any County-required verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

11.5 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave, they may use their accrued vacation and accrued furlough leave, to make up the difference between the Workers' Compensation Benefits and the employee's base hourly wage (furlough leave may be used up to the number of days earned based on the number of paid holidays that have occurred in the calendar year).

11.6 Eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) of up to the first seventy-five (75) days at the employee's base hourly rate of pay for unused accrued sick leave days.
2. Fifty percent (50%) of up to the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150)), at the employee's base hourly rate of pay for unused accrued sick leave days.
3. Seventy-five percent (75%) of up to the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), at the employee's base hourly rate of pay for unused accrued sick leave days.

In no event shall such compensation exceed two hundred (200) days.

11.7 An eligible employee separated from employment in good standing for reasons other than death, retirement, or disability shall be compensated for ten percent (10%) of the employee's unused accrued sick leave days to date of separation not to exceed two hundred (200) days, at the employee's base hourly rate of pay.

11.8 Eligible employees are considered to be retired for purposes of sick leave compensation when they have met the required qualifications for service retirement under their State of Washington Retirement System and have elected to receive either a lump-sum payment in lieu of retirement or have elected to receive a service or disability retirement benefit.

11.9 All references to "day" in this Article shall refer to the employee's standard hours per day (bi-weekly hours per pay cycle divided by ten (10)), to a maximum of eight (8) hours.

11.10 Light Duty assignments. Bargaining unit members who are medically unable to perform the essential functions of their classification may request light duty when certified by a health care provider to perform light duty work. The following posts may be available for light duty assignments as determined by the County:

- Deputies - 3S-days, 3S-swings, central control room, background investigations, training, supply, and a split position of mail/trustee coordinator. Other posts may be available for light duty as identified by and at the discretion of the County.
- Sergeants – Background investigations, training, operating manual updates, and administrative assignments. Other posts may be available for light duty as identified by and at the discretion of the County.

ARTICLE 12 - COMPENSATED LEAVES OF ABSENCE

12.1 - Jury Duty. Time off with pay will be granted for jury duty to regular full-time and regular part-time employees. The employee shall be paid the difference between the fees he/she receives for such service, excluding travel fees, and the amount of actual base earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

12.2 - Bereavement Leave.

12.2.1 In the event of a death in the immediate family of a regular full-time or regular part-time employee, three working days off to a maximum of twenty-four (24) hours with pay shall be granted to attend the funeral or complete burial arrangements for each death which occurs during a calendar year. A regular part-time employee shall receive a pro-rata share of bereavement leave based on their standard hours in a workweek. Immediate family shall be defined to include spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse of the employee. Immediate family includes biological, adopted, step or foster members. An additional three days of bereavement leave may be granted if authorized by the Sheriff or designee in writing, if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

12.2.2 Authorized use of the additional bereavement leave in subsection 2.1 for out-of-state travel may be taken from either the employee's accrued sick leave balance or from the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holiday at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

12.3 - Reserve Military Leave. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of required military duty, training or drills, including weekend drills, for a period not exceeding a total of twenty-one (21) workdays during each year beginning October 1st and ending the following September 30th, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) workdays, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

12.4 - Industrial Injury Leave. Effective January 1, 1997 and for all succeeding years, each member of the bargaining unit shall be provided one-hundred and sixty (160) hours of industrial injury leave to supplement the difference between the time-loss payments made through the County's Workers Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by another person or as a result of responding to such an incident, as determined by the Sheriff or designee, or if the employee contracts a serious communicable disease (i.e., tuberculosis, HIV, etc.) due to exposure on the job as determined by Pierce County Risk Management. Notwithstanding any of the above, an employee may also use industrial injury leave for the first three (3) days after a qualifying injury. Such industrial insurance leave shall be non-accumulating, non-transferable and shall not be payable in any form upon separation of the employee from Pierce County employment. This leave provision shall expire and the leave shall be withdrawn when persons are no longer represented by this bargaining unit.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE

13.1 - Approval Process. A leave of absence without pay may be granted after completion of one (1) year of service and approval of the Sheriff or designee up to a maximum of thirty (30) days. A leave of absence without pay for medical reasons may be granted without regard to tenure. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the Sheriff or designee, the Human Resources Director or designee, and the Civil Service Commission.

13.2 - Impact on Accruals. All leaves without pay result in a loss of accrual for vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying his/her own medical benefit cost while in an unpaid leave status to insure continued coverage. Effective January 1, 2011, those hours covered by time-loss payments through the County's Workers' Compensation program for an on-the-job injury are considered to be "pay status" for up to a maximum of twenty-six (26) pay cycles per covered injury.

All leaves without pay should be requested from the Employer in writing at least thirty (30) days prior to the date such leave would commence unless an emergency or injury situation precludes such notice. The written request for or designation of leave of absence shall state the following information:

1. Reason for the leave.
2. Date leave is to begin.
3. Date of return to work.

The employment of an employee failing to return from a leave of absence within the time interval approved shall be terminated. However, in the event the employee is unable to return to work on the date specified due to verifiable illness or injury and has so advised the Employer prior to the ending date of the approved leave, the Employer will review the circumstances on an individual case basis upon verification by a physician of the illness or injury. Due to emergency situations, unpaid leaves of absence may be extended with approval of the Human Resources Director or designee.

13.3 - Discontinuance of Benefits. Except as otherwise provided by law or in Article 13 Section 2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 14) for a period not to exceed twelve (12) months. Employees shall retain their anniversary date during a leave of absence without pay caused by an on-the-job injury and shall receive step increases per Article 6, Section 2.

13.4 - Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with W.A.C. 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for

additional leave due to said sickness or disability, unless the Operations Manager or elected official agrees in writing to a longer period of unpaid leave.

13.5 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. Employees requesting reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

13.6 Employees requesting unpaid leaves of absence for participation in military weekend training and/or weekend drills when the employee does not have sufficient vacation and/or furlough time available will not have their seniority (for purposes of shift and vacation bidding) adjusted. For purposes of this section, a weekend is defined as Saturday and Sunday.

13.7 - Long-Term Disability Insurance. Effective January 1, 2016, the County shall pay the monthly long-term disability insurance premium of \$33.25 per month per employee to maintain group long-term disability insurance through a Guild selected Company for eligible full-time employees. Such plan is to be administered through the Guild and/or a third party administrator.

ARTICLE 14 - GROUP MEDICAL/DENTAL/LIFE INSURANCE AND IRC 125 PLAN

14.1 - Medical. Effective January 1, 2022, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each active (non-separated) eligible regular employee who received compensation for eighty (80) hours or more in the previous month (cash outs of accrued leave upon separation shall not count toward the eighty (80) hours of compensation in a month), the following premiums for the period of January 1, 2022, through December 31, 2022, as follows:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be one thousand four hundred forty-nine dollars and seventy-four cents (\$1449.74) for Plan A or for Kaiser Permanente, per employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction.

The current rates for 2022 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical "PLAN A" or Kaiser	\$1496.40		
Domestic Partner Medical	\$ 18.00		
Vision – Plan EXT	\$ 17.10		
Domestic Partner Vision	<u>\$.20</u>		
Total Monthly Premium:	\$1531.70	\$1449.74	\$ 81.96

Eligible regular part-time employees shall pay their additional pro-rata share of the premiums, as provided herein. Eligible regular full-time and part-time employees may not opt-out of the medical and vision insurance benefits.

Regular part-time employees who are not regularly scheduled to work more than eighty (80) hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80) hours or more in three consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work eighty (80) hours or more on an ongoing basis. The County's payments to Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility requirements are met and the employee shall be responsible for any pro-rata share according to the provisions of this Article.

For the purposes of this Article only, and only in accordance with the Patient Protection and Affordable Care Act (ACA), regular employees whose regularly scheduled weekly hours are thirty (30) or greater will be considered full-time only for the purpose of medical, dental and basic life insurance benefits. If this provision of the ACA is amended or rescinded, the County will immediately delete this provision and return to its previous definition of "full-time employee", immediately upon which only regular eligible employees regularly scheduled to work thirty-five (35) hours or more per week will be considered full-time. For all other purposes, the County's employment position definitions and policies will govern.

In addition, the members of the Guild have elected the following additional coverage through the Washington Teamsters Welfare Trust, at the employee's own cost, per month, which shall be paid by employees through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium:	\$11.40
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In addition, the County shall make available to Guild members an optional short-term disability benefits plan (presently LifeMap), at the employee's own cost. Employees electing coverage shall pay for any premium cost through automatic monthly payroll deduction.

14.2 Dental. – The County will pay the full monthly premium for the County's Washington Dental Service plan or for the County's Willamette Dental of Washington plan, for eligible regular full-time employees and their dependents for the period January 1, 2022, through December 31, 2022. Eligible regular part-time employees' dental benefits are subject to a pro-rata share, as provided herein.

14.3 Life Insurance. – The County will pay the full monthly premium for twenty-five thousand dollars (\$25,000) of group term life insurance for eligible regular full-time employees for the period January 1, 2022, through December 31, 2022. Eligible regular part-time employees' life insurance benefits are subject to a pro-rata share, as provided herein.

14.4 The County agrees to provide and maintain the health and welfare benefits listed above for all active regular full-time employees provided an eligible full-time employee shall pay, through automatic payroll deduction, any medical and vision premium in excess of the amounts stated above in paragraph 14.1. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular part-time employees working under the jurisdiction of

the Guild who are compensated for eighty (80) hours or more in the previous month (not including any cash-outs of accrued leave), provided, an eligible regular part-time employee shall pay for any medical and vision premium in excess of the amount provided for in paragraph 14.1 for Plan A or Kaiser Permanente, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are deemed to be authorized through automatic payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement for the employee to pay shall be made with the County.

14.5 In the event of a work-related disability (Article 12.3), the County will continue to pay the cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular full-time and part-time employees shall continue to contribute any medical and vision premium in excess of the County contribution for Teamsters Plan A medical/vision or the County's contribution to the Washington Dental Service plan or the County's contribution to the Willamette Dental of Washington plan and eligible regular part-time employees shall also continue to contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

14.6 For employees on approved leave under the Family Medical Leave Act of 1993, as amended, the County shall provide benefit continuation in accordance with provisions of the Act, provided that employees shall continue to pay their premium share and eligible regular part-time employees shall contribute their pro-rata portion to the County through automatic monthly payroll deduction or through other payment arrangements made with the County.

14.7 The County will provide a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, effective at the start of the first pay period beginning on or after January 1, 2022, and continuing for the duration of this agreement. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

14.8 Effective January 1, 2023, and for the 2023 calendar year, the County will pay up to the first six percent (6%) increase (above the 2022 premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above six percent (6%) will be picked up by the employee, through automatic payroll deduction. Regular part-time employees will pay this increase in addition to their additional pro-rata share of the premium. However, for those employees enrolled in Plan A, at no time during 2023 shall a full-time employee's portion exceed nine percent (9%) of the total monthly premium for Teamsters Plan A medical/vision insurance. If the premium increase paid by employees enrolled in Plan A reaches nine percent

(9%) after the County has paid the first six percent (6%) of the premium increase, the County shall pay any remaining amount that exceeds nine percent (9%) of the premium, in addition to the first six percent (6%).

For example, if the increase for the Teamsters Plan A medical/vision plan is eight percent (8%) above the 2022 premium, the County will pick up the first six percent (6%) and the employee will pick up the remaining two percent (2%). If the increase is ten-point five percent (10.5%), the County will pick up the first six percent (6%), the employee will pick up the next three percent (3%), and the County will pick up the remaining one-point five percent (1.5%). If the increase is four percent (4%), the County will pay only the four percent (4%) increase.

The maximum monthly contribution the County will pay toward Teamsters Trust medical/vision plans will be based on the Plan A medical/vision premium as described in this section above. Therefore, those employees who elect the Kaiser Permanente medical/vision plan through the Teamsters Trust will pay any excess premium amount above the amount the County pays for the Plan A medical/vision plan. Regular part-time employees will pay this excess premium in addition to their additional pro-rata share of the premium. If the premium for the Kaiser Permanente medical/vision plan is less than the Plan A medical/vision premium, employees electing the Kaiser Permanente plan will not receive any pay in lieu of the higher premium.

Effective January 1, 2023, and for the 2023 calendar year, the County will pay the full monthly premium for each dental plan. Eligible regular part-time employees are subject to their pro-rata share.

Effective January 1, 2023, and for the 2023 calendar year, the County will maintain the current level of life insurance coverage and will pay one hundred percent (100%) of the associated premium. Eligible regular part-time employees are subject to their pro-rata share.

14.9 Effective January 1, 2024, and for the 2024 calendar year, the County will pay up to the first six percent (6%) increase (above the 2023 premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above six percent (6%) will be picked up by the employee, through automatic payroll deduction. Regular and limited duration part-time employees will pay this increase in addition to their additional pro-rata share of the premium. However, for those employees enrolled in Plan A, at no time during 2024 shall a full-time employee's portion exceed nine percent (9%) of the total monthly premium for Teamsters Plan A medical/vision insurance. If the premium increase paid by employees enrolled in Plan A reaches nine percent (9%) after the County has paid the first six percent (6%) of the premium increase, the County shall pay any remaining amount that exceeds nine percent (9%) of the total premium, in addition to the first six percent (6%).

For example, if the increase for the Teamsters Plan A medical/vision plan is eight percent (8%) above the 2023 premium, the County will pick up the first six percent (6%) and the employee will pick up the remaining two percent (2%). If the increase is ten-point five percent (10.5%), the County will pick up the first six percent (6%), the employee will pick up the next three percent (3%), and the County will pick up the remaining one-point five percent (1.5%). If the increase is four percent (4%), the County will pay only the four percent (4%) increase.

The maximum monthly contribution the County will pay toward Teamsters Trust medical/vision plans will be based on the Plan A medical/vision premium as described in this section above. Therefore, those employees who elect the Kaiser Permanente medical/vision plan through the Teamsters Trust will pay any excess premium amount above the amount the County pays for the Plan A medical/vision plan. Regular and limited duration part-time employees will pay this excess premium in addition to their additional pro-rata share of the premium. If the premium for the Kaiser Permanente medical/vision plan is less than the Plan A medical/vision premium, employees electing the Kaiser Permanente plan will not receive any pay in lieu of the higher premium.

By mutual agreement, nothing herein prevents the County from offering additional or other health insurance plan options from which individual employees could make a selection.

Effective January 1, 2024, and for the 2024 calendar year, the County will pay the full monthly premium for each dental plan. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

Effective January 1, 2024, and for the 2024 calendar year, the County will maintain the current level of life insurance coverage and will pay one hundred percent (100%) of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

14.10 For calendar year 2025, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County or other benefit plans, and plan design changes for County dental insurance and/or County life insurance coverage, provided an agreement cannot be reached as part of negotiations. The County may offer additional health insurance plan options from which individual employees could make a selection. Pending completion of a successor agreement on health insurance, the County agrees to pay increases in health/vision premiums in an amount up to the first six percent (6%) increase in the Plan A medical/vision premium effective January 1, 2025, and the employee will pick up any remaining increase through automatic payroll deduction; however, employees enrolled in Plan A will not pay more than nine percent (9%) of the total monthly premium for Plan A medical/vision insurance while negotiations are continuing. If the premium increase paid by employees enrolled in Plan A reaches nine percent (9%) of the total monthly premium after the County has paid the first six percent (6%) of the premium increase, the County shall pay any remaining amount that exceeds the employee's nine percent (9%) of the total premium, in addition to the first six percent (6%). Such premium increases shall be administered in the same manner as described in Article 14.9 above. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

ARTICLE 15 - HOLD HARMLESS

Pierce County will defend employees, upon proper request (as specified in Ordinance No. 84-57) against all claims or actions for damages brought or maintained against them arising out of the acts, errors or omissions in the performance or good faith attempt to perform their duties.

ARTICLE 16 - RETIREMENT

16.1 All eligible employees shall be covered under the Washington State Public Employees' Retirement System.

16.2 - Deferred Compensation. Effective the first pay cycle in 2023, the County shall match up to two percent (2%) of an employee's base salary if they choose to defer their compensation.

ARTICLE 17 - WORKERS COMPENSATION

The Employer will provide Washington State Workers' Compensation or equivalent to all employees covered by this Agreement and administer the benefits at a level no less than what is required by applicable State law.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

18.1 - Definition. A grievance shall be defined as a management interpretation or application of the provisions of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this Agreement, or a Sheriff's Department policy. Grievances relating to discipline, suspension, demotion or removal of employees may be pursued under Article 18 of this contract or through an appeal to the Civil Service Commission pursuant to RCW 41.14. Once the employee/Guild elects one appeal process, the second process is closed to them on the issues of that grievance. All other grievances shall be processed pursuant to the procedures provided in this Agreement. If an appeal is denied or dismissed by the Civil Service Commission or by an Arbitrator for lack of jurisdiction, the employee-grievant may then initiate his or her grievance/Civil Service demand for investigation within ten (10) calendar days of the dismissal action, under Step 1 of the other forum. A grievance regarding a termination shall be filed at grievance Step 2 (of the grievance procedures in this Agreement) within ten (10) working days of notification of such termination. Disciplinary grievances may be filed at the step of the decision-maker.

18.2 - Procedure. If a decision is not returned to the Guild within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the County representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered resolved. The time limits set forth above may be extended by mutual agreement of the Employer and the Guild. The grievance procedure shall consist of the following listed steps unless waived by mutual consent of the parties.

Step 1. The grievance shall be filed by the employee or Guild Representative with the employee's Lieutenant within twenty (20) calendar days of the occurrence which gave rise to the grievance or when the employee or Guild should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within seven (7) calendar days of receipt of the written grievance, the Lieutenant shall meet with the employee and a Guild Representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the employee.

Step 2. If a grievance is not settled at Step 1, it may be presented to the Bureau Chief or designee. The grievance shall be submitted within fourteen (14) calendar days after receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within fourteen (14) calendar days of receipt of the written grievance, the Bureau Chief or designee, shall meet with the employee and/or representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant or representative.

Step 3. If the grievance is not settled at Step 2, it may be presented to the Sheriff or designee. The grievance shall be submitted within fourteen (14) calendar days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within fourteen (14) calendar days of receipt of the written grievance, the Sheriff or designee, shall meet with the employee and/or representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant or representative.

Step 4. If the grievance is not settled at Step 3, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within fourteen (14) calendar days after receipt of the decision at Step 3 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within fourteen (14) calendar days of receipt of the written grievance, the County Executive or Labor Relations Designee, shall meet with the employee and/or representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant or representative.

Step 5. If a grievance is not resolved under Step 4, an arbitration request may be submitted by the Guild Designee. Only the Guild may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Executive or Labor Relations Designee within thirty (30) calendar days from the date the decision was rendered at Step 4. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within fourteen (14) calendar days from the receipt of the request for arbitration, the American Arbitration Association, the Public Employment Relations Commission (PERC)

or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The hearing shall occur within one hundred twenty (120) days of arbitrator selection absent exigent circumstances and unless mutually agreed otherwise. The parties may file briefs no later than thirty (30) days following the hearing, unless mutually agreed otherwise. The decision of the arbitrator shall be rendered within thirty (30) days following the filing of briefs, unless mutually agreed otherwise, and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

18.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each side shall bear its own expenses and fees incumbent in presenting their respective case to the arbitrator, including attorney's fees.

18.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Guild or employee may have and which relate to or concern the employee and the Employer; provided, however, in alleged discrimination issues, in violation of subsection Section 2.1, an employee shall elect to apply the grievance procedure or other forum, but not both.

No grievance at Steps 1, 2 or 3 shall be resolved without the concurrence of the Sheriff or designee.

18.5 Guild class grievances may be initiated at Step 2 of the grievance procedure. If any two (2) or more employees have essentially the same grievance they may collectively present and pursue their grievance(s).

18.6 Employees testifying in grievance proceedings shall suffer no loss of pay or charge to leave for the period reasonably required for their appearance if they are otherwise in a pay and duty status.

ARTICLE 19 - EMPLOYEE RIGHTS

19.1 - Just Cause. Disciplinary action shall be imposed on a bargaining unit employee only for just cause.

19.2 Any employee in the Bargaining Unit, when being questioned in a pre-disciplinary meeting by the employer about matters which may result in discipline, suspension, demotion, and/or termination, shall be advised of their right to be represented by a Guild Representative, Executive Board member, or Guild staff representative present within a reasonable length of time. Before questioning, the employee will be advised of the general nature of the inquiry including the basic factual allegations of the complaint and be advised of whether he/she is believed to be a witness or suspect. When the Employer initiates disciplinary action in response to a charge or complaint by a third party, the employee shall be apprised of the allegation and the accusing party shall be identified. Investigations by the Employer as the result of an allegation are not considered the initiation of a disciplinary action.

19.3 Investigations of accepted complaints shall be completed within a reasonable amount of time depending on the complexity of the investigation. The known status and estimated completion date will be provided to the Guild upon request for all investigations.

19.4 The questioning by the Employer in such pre-disciplinary meeting shall be during normal County business hours or the employee's normal work hours, unless agreed to be held at other times by the employee. The questioning of the employee shall take place in a reasonably private location. The questioning shall not be unreasonably long, and the employee shall be entitled to brief intermissions for the purpose of attending to personal necessities, meals, telephone calls and rest periods.

19.5 The Department may, and upon request of the employee shall, tape-record the investigatory interview. If an investigatory interview is recorded by the Department, the Guild may record as well. The employee may receive, upon request, a copy of the taped/transcribed (if made) interview.

19.6 No employee shall be required to take a polygraph test or similar test as a condition of continued employment.

19.7 The Employer shall make reasonable efforts to furnish the Guild a copy of all final disciplinary actions.

19.8 - Personnel Records. Employees shall be permitted to review their personnel file during normal business hours by appointment, on their own time. An employee may, at their request, have placed in their personnel file a statement containing the employee's rebuttal to any information in their personnel file.

19.8.1 Contents. A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

19.8.2 The employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The Employer will also provide at least seventy-two (72) hours' notice before releasing any requested documents.

19.8.3 Each employee's personnel files shall be open for review by the employee during normal business hours by appointment provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations which are destroyed after the evaluation is prepared. An employee may, at their request, have placed in their personnel file a statement containing the employee's rebuttal to any specific information in their personnel file.

19.8.4 Written reprimands will not be considered active for the purpose of progressive discipline after three (3) years from issuance if there have been no further similar incidents

in the meantime. Counseling and similar performance documents shall not be considered beyond twelve (12) months of issuance.

ARTICLE 20 - LABOR/MANAGEMENT RELATIONS COMMITTEE

The Guild and the Employer agree to establish and maintain a joint labor/ management committee, consisting of two Guild representatives appointed by the Guild and two management representatives appointed by the Employer. The purpose of this committee will be to provide a forum to discuss matters of interest to either party. However, the committee is not to be used as a substitute for the existing grievance procedure, nor as a substitute for formal contract negotiations. The committee will not discuss any concerns which the members feel have not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

ARTICLE 21 - NO STRIKE-NO LOCKOUT

21.1 - No Work Stoppage. The employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, any sympathy strike, refusal to cross a picket line, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

21.2 - Guild Responsibility. Upon notification in writing by the County to the Guild that any of its members are engaged in work stoppage, the Guild shall immediately, in writing, order such employee to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Guild shall publicly order such employees to cease engaging in such a work stoppage.

21.3 - No Lockout. The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a riot, civil commotion, due to acts of nature, or similar circumstances for the protection of property shall not be deemed a lockout.

21.4 - Penalties. Any employee who commits any act prohibited in this article may be subject to discipline up to and including discharge, as determined by the County.

ARTICLE 22 - SAVINGS

Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect. The parties agree to meet and negotiate whether by mutual consent such invalid provision should be amended or replaced.

ARTICLE 23 - SUBCONTRACTING

Before the County implements subcontracting out of Bargaining Unit work which would result in the termination or layoff of Bargaining Unit employees, the County will notify the Guild and offer the Guild an opportunity to discuss the desirability of subcontracting such work.

At least seventy-five (75) days prior to implementing a decision to subcontract, the County shall advise the Guild in writing that the County is considering subcontracting for services presently being performed by Guild members. Upon request by the Guild, the parties shall meet to allow the Guild an opportunity to present any alternative means besides subcontracting for the County to consider. In the event of an emergency, the County has the final decision to subcontract. That final decision will be made after considering alternatives, if any, presented by the Guild during the notice period. If no alternatives are presented during the notice period, the County's decision may be implemented without further notice. During an emergency the County shall provide as much notice and opportunity to discuss as feasible but shall not be bound by the seventy-five (75) day notice period. If the County implements subcontracting in accordance with this section, the County shall negotiate with the Guild the effects of subcontracting upon the laid-off bargaining members.

ARTICLE 24 - SAFETY AND SANITATION

The County agrees to provide a safe, clean and sanitary work environment and comply with all applicable county, state and federal laws to ensure worker safety.

ARTICLE 25 - MATTERS COVERED AND COMPLETE AGREEMENT

25.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made.

25.2 The failure of the Guild to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the Employer to exercise any rights reserved to it or its exercise of any such right in a peculiar way shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.


ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2022 and shall remain in full force and effect to and including the 31st day of December 31, 2024.

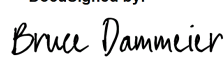
Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The Guild shall file such notice with the Director of Human Resources, the Employer with the Guild President. Requests from the Guild for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted no later than one hundred eighty (180) calendar days before expiration of the current agreement.


IN WITNESS WHEREOF the parties hereto have executed this Agreement this 30th day of September, 2022.


PIERCE COUNTY CORRECTIONS GUILD:

By:  9/29/2022
968BC918CC68494...
LISA SHANAHAN Date
Guild President

PIERCE COUNTY:

By:  10/3/2022
1BD2210628D6495...
BRUCE F. DAMMEIER Date
County Executive

By:  9/29/2022
FCC3C42BA12D45B...
BRENT BOMKAMP Date
Undersheriff

By:  9/29/2022
55D2B0282096416...
AMY M. SPIEGEL Date
Labor Relations Chief Negotiator

APPENDIX "A"

HOURLY PAY RATES

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>Correctional Sergeant 2S 05</u>						
01/10/2022	43.08	45.22	47.42	49.89	52.35	
01/09/2023	45.66	47.93	50.27	52.88	55.49	
01/08/2024	47.49	49.85	52.28	55.00	57.71	
<u>Corrections Deputy 2S 03</u>						
01/10/2022	32.48	35.58	37.27	39.12	41.08	42.08
01/09/2023	34.43	37.71	39.51	41.47	43.54	44.60
01/08/2024	35.81	39.22	41.09	43.13	45.28	46.38

Rates are approximate. Actual rates are based on payroll system calculation.

APPENDIX "B"

MEMORANDUM OF UNDERSTANDING between PIERCE COUNTY and PIERCE COUNTY CORRECTIONS GUILD

The Pierce County Corrections' Guild (the "Guild") and Pierce County (the "County") hereby enter into the following Memorandum of Understanding (the "Agreement") concerning the continuation of a K-9 position that is part of the Guild. The County and the Guild acknowledge that drug/contraband smuggling by inmates and visitors is a growing problem in the County jail. While the County has been able to react to instances of contraband smuggling (sometimes days after the event), the County has not had the luxury to be proactive. The County and the Guild agree that a specially-trained K-9 is needed to react appropriately in an environment of constant stimulation. In addition to identifying drugs, a specially-trained dog may be utilized to detect cell phones, electronics, and weapons.


This Agreement sets forth the terms and agreement between the County and the Guild concerning the new K-9 handler position, which will be part of the Drug Dog Program, as follows:

In light of the above, the County and the Guild agree to the following:



1. As a result of the parties' mutual interest in having a K-9 position in the County, the parties agree to continue the Drug Dog Program. The K-9 handler position will be responsible for drug and contraband enforcement within the Pierce County Jail and Court.
2. The K-9 handler position will be filled by a corrections deputy in the Guild's bargaining unit. The duties of the K-9 and his or her handler will include drug and contraband enforcement and detection throughout the Jail. The K-9 handler's primary duty will be with the assigned K-9 partner.
3. The parties agree that the corrections deputy assigned to work as the K-9 handler will spend time each day bathing, brushing, exercising, feeding, grooming, cleaning, transporting, and training the K-9 outside of the K-9 handler's regular work hours. The parties further agree that work beyond the scope of the corrections deputy's regular work hours, is compensable overtime hours under the Fair Labor Standards Act.
4. In light of the understanding set forth in Paragraph 3, the parties agree that the corrections deputy assigned to work as a K-9 handler shall be provided with 5 hours of release time per week for the care, maintenance and training of the K-9.

5. The parties also understand that the K-9 handler position is a specialty assignment, and the corrections deputy assigned to serve as a K-9 handler has a specialized level of skill and training for that position.
6. In light of the parties' understanding in Paragraph 5 above, the parties agree that the K-9 handler will receive a five percent (5.0%) premium on top of the corrections deputy's regular hourly rate for such specialized skills and training. This specialty pay will be effective upon successful completion / graduation of the training program. The K-9 premium will be included in Article 6 of the collective bargaining agreement.
7. The parties agree that the K-9 handler position will be a 5-year career rotation position, with the possibility of a 2-year extension based on the physical and mental ability of the K-9 and the ongoing value of the program. If between two and a half through five years of the career rotation, the K-9 becomes unable to fulfill his or her duties as a K-9 due to illness, injury, or death, then the K-9 handler shall be rotated out of the position and a new K-9 handler will be selected using the career development application and appointment process. Any K-9 that retires from service may be placed with his or her most recent handler unless extenuating circumstances exist that make placement with the most recent handler challenging or impossible. To the extent extenuating circumstances exist, the County will communicate the circumstances to the Guild and work with the Guild in arriving at a mutually agreeable resolution.
8. The County and the Guild further agree that any subsequent rotations will be filled using the career development application and appointment process.
9. In the event the County intends to modify the K-9 handler position/program, the County agrees to comply with its collective bargaining obligations, which includes bargaining any decision and the associated impacts of any decision to modify the K-9 handler position with the Guild to a lawful impasse. If the County decides to terminate the K-9 program, it will bargain the impacts of that decision.
10. There are no other changes to the wages, hours and working conditions covering this bargaining unit.

PIERCE COUNTY CORRECTIONS GUILD:

DocuSigned by:
 By:  9/29/2022
 968BC918CC68494
 LISA SHANAHAN Date
 Guild President

PIERCE COUNTY SHERIFF'S
 DEPARTMENT:

DocuSigned by:
 By:  9/29/2022
 FCC3C42BA14D45B
 BRENT BOMKAMP Date
 Undersheriff
 DocuSigned by:
 By:  9/29/2022
 35D2B0282096416...
 AMY M. SPIEGEL Date
 Labor Relations Chief Negotiator