

CONTRACT

By and Between

PIERCE COUNTY

and

COUNCIL 2

**WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO
LOCAL 3752 LT - CORRECTIONAL LIEUTENANTS (AFSCME 3752LT)**

January 1, 2022 - December 31, 2024

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LOCAL 3752 LT - CORRECTIONAL LIEUTENANTS (AFSCME 3752LT)**

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 American Federation of State, County, and Municipal Employees, AFL-CIO; and Washington State Council of County and City Employees, AFSCME, Council 2, hereinafter referred to as the "Union."

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Neither the Employer, Union nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical disability.

Section 2. No employee shall be discriminated against because of membership or lack thereof or lawful activity in the Union, provided such activities are not carried on so as to interfere with the normal work process.

ARTICLE 3 - RECOGNITION AND UNION SECURITY

Section 1. The employer recognizes the Union 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 in the classification of Correctional Lieutenant, but excluding those employees represented by other labor contracts, supervisors, confidential employees, and all others.

Section 2. The County agrees that upon written or electronic 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, and only dues, as certified by the Washington State Council of County and City Employees. The County shall continue to deduct dues at rates specified by the Union. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. Every reasonable effort will be made to start or end the deduction effective on the first payroll, but not later than the second payroll, after the

Employer's receipt of the employee's written authorization. The County shall rely on information provided by the Union regarding the authorization and revocation of dues deductions.

Section 3 The Employer shall provide to the Union monthly a report containing a list of all bargaining unit members that includes: Employee name, active date in current bargaining unit, and job classification. This information will remain confidential within the Union.

Section 4. The Union 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 for the purpose of complying with any of the provisions of Sections 3.2 and 3.3.

Section 5. An authorized officer of the Union 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 one (1) shop steward.

Section 6. 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 41.56.060. Any dispute in applying this section may be resolved in accordance with the conditions of this Agreement or applicable law RCW 41.56.030(7)(b) "Uniformed Employees". The grievance procedure shall not apply in issues pertaining to this section.

Section 7 - Release for Union Business. The officers and designated representatives of the Union will be charged the leave of their choice (annual leave, compensatory time, furlough leave or leave without pay) when they are absent from work to perform union business. Examples of Union business would include employee organization, solicitation of membership, collection of dues, campaigning for offices, attending meetings, conventions, memorials, funerals, etc.

Section 8 - Notification of Supervisor when Released for Union 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 Union business, the Union President will notify their supervisor or designee, receive approval and will also notify their supervisor when they return.

Section 9. The Union President, during his/her regular work shift and on paid status, may deliver communications to the Bureau Chief or designee, subject to Section 8 above.

Section 10 - Union Use of Bulletin Boards. The County agrees to allow the Union to use designated departmental bulletin boards within the PCSDCC for the purpose of posting notices of union meetings, union election returns, union appointments to office, and union recreational or social affairs, etc. The Union shall be solely responsible for material placed upon the boards by the appropriate union representative.

Section 11 - Labor-Management Business. Unless specifically authorized by the Sheriff or his designee, no more than two (2) Union representatives shall attend labor-management meetings while

on duty. Union 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. The members will not discuss any concerns that have not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 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 cause;
- i) To change or eliminate existing methods, equipment or facilities.

Section 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.

Section 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

Section 1 - Work Week. 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. Relief positions will have their work schedule configured to have two (2) consecutive days off with a minimum elapsed time of 56 hours, unless there is mutual agreement between the employer and employee. A relief Lieutenant may only be assigned to work on two (2) different shifts per work week, unless there is mutual agreement between the affected employee and the employer. Effective April 15, 2002, relief positions will be eliminated.

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.

Section 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 base hourly rate of pay. Overtime assignments may be filled by a qualified Correctional Sergeant from outside of the bargaining unit.

Section 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.

Section 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.

Section 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.

Section 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. 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.

Section 7. With Departmental authorization, an employee may elect to accrue 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. Any overtime hours worked in excess of six (6) hours in a pay period will be paid at the overtime rate. Employees may accrue a maximum 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/her designee. It is understood that compensatory time will not be used when it requires the replacement of the absent Lieutenant 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.

Section 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.

Section 9. Upon request, the County will reconsider an involuntarily 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.

Section 10 - Shift Bidding. Shift bidding shall be conducted annually starting with the bid process commencing on the last Monday in 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. The following procedures shall be used to implement and utilize the shift bidding process:

1. The employer shall have the right to determine the number of positions and their shift assignments.
2. All employees (including probationary employees) will bid shifts by seniority.
3. Seniority will be the determining factor for placement within the bid configuration.
4. When duty post/shift positions are posted for bidding, they shall include the schedule of workdays, shifts, and days off.
5. Seniority shall be defined as time served in the classified service in the Correctional Lieutenant classification and any other higher classification (i.e., Captain, Major).
6. Voluntary shift changes between Lieutenants may occur for up to four (4) twenty-eight (28) day cycle within any bid cycle with approval of the Bureau Chief.
7. Any newly created duty post/shift position shall require posting and selection according to this process.
8. Any duty post/shift position which becomes vacant during a bid cycle will be posted for fourteen (14) calendar days prior to selection.
9. In cases of emergencies declared by the County Executive, the Corrections Bureau Chief may adjust, delay or modify the bid process for the duration of the emergency, but only after notification to the Union, allowing it the opportunity to exercise its bargaining rights.

Section 11 - Temporary Duty Assignments. Correctional Lieutenants who are temporarily assigned as Correctional Captains and are then reclassified/promoted as a Correctional Captain with no break between the temporary duty and the regular assignment, 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.

When temporarily assigned as Correctional Captains, Correctional Lieutenants shall perform the duties of Correctional Captains only and not those of Correctional Lieutenants as well. However, exceptions can be made of assignments of short duration or where a special skill, expertise, or project requires such assignment.

Section 12 - Special Assignments. Lieutenants who are assigned on other than a temporary basis to administrative positions shall receive appropriate training, as determined by the County, prior to assuming said duties. Special assignment Lieutenants will be administrative appointments by the Corrections Bureau Chief.

Section 13 - Training Upon Promotion. New Lieutenants will be provided up to two (2) weeks of training and orientation whenever reasonably possible. This period may be modified, at the Department's discretion, based on the individual's level of experience. At the discretion of the Department, an employee who is temporarily stepped up to Lieutenant for an extended period of time may also be provided this training and orientation period.

ARTICLE 6 - WAGES

Section 1 - Wages.

2022. Effective January 10, 2022, employees shall be granted a general across-the-board wage increase of two point nine percent (2.9%).

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.

Section 2 - Step Plan. Employees in Steps "1" through "4" 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.

Performance evaluations shall not be subject to the grievance process set forth in this agreement.

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.

Section 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.

Section 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 one (1) working day or more, shall be paid at the first pay step assigned to the higher classification that is at least a 5% increase for all hours actually worked in the higher classification. Pre-approval by the Sheriff or designee shall be required except in cases of emergency.

Section 5 - Uniforms. Correctional Lieutenants required to wear a uniform as their regular clothing will be provided three issues upon employment which will be replaced on an “as needed” basis as determined by the Sheriff or designee. Current employees will be issued a third uniform, which may be a dress uniform as determined by the County, by March 2006.

Section 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 airfare 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.

Section 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.

Section 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.

Section 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 to participate in the grandfathered longevity program.

Effective July 1, 2018, employees covered by this Agreement 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 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.

Section 10 - Shift Differential. The following is effective July 1, 2018:

Employees who work during swing shift shall receive an additional \$.40 per hour worked in such assignment. Employees who work during graveyard shift shall receive an additional \$.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 700.

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 extensions. However, employees assigned to work a new shift assignment shall receive the differential appropriate for that assigned shift. Employees working Courts and day shift employees working shift extensions on dayshift shall receive no differential.

Section 11 - Call-Out. Employees called to return to work after leaving the workplace 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 the 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.

Section 12 - Damage to Personal Property in Line of Duty. Employees who suffer loss or damage 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 one hundred fifty (\$150.00) per item, per incident, as determined by the Employer. Bracelets, necklaces or chains will not be repaired or replaced.

Section 13. 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 effect of alcohol and/or any controlled substance and in telecommunications (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.

ARTICLE 7 - SENIORITY

Section 1. Seniority shall be in accordance with Pierce County Sheriff's Employees Civil Service Rules.

Section 2. Promotions to higher job classifications covered by this Agreement shall be in accordance with the Pierce County Sheriff's Employees Civil Service Rules.

Section 3. Recall shall be in accordance with Pierce County Civil Service Rules.

Section 4. Probationary periods shall be set in accordance with the Pierce County Sheriff's Employees Civil Service Rules.

ARTICLE 8 - REDUCTION IN FORCE

Section 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.

Section 2. In the event of a reduction in force due to lack of work, lack of funds or reorganization, 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.

Section 3 - Referral to Other Departments. Employees laid off by the Employer who are desirous of reemployment in other operations of the County while on layoff from the Bargaining Unit under this Agreement shall notify the Employer's Human Resources Department and shall complete a layoff personnel form as lateral or lower level positions open for which they are potentially qualified. If qualified, such employees will be referred for consideration prior to 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.

ARTICLE 9 - VACATIONS

Section 1.

Section 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.

Section 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.

Section 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.

Section 3. 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.

Section 4. 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 forty-five (45) days must be used within the next six (6) months.

Section 5 - Vacation, Compensatory Time and Furlough Scheduling.

Section 5.1. The primary and secondary bidding process by shift for using compensated leave shall be conducted between approximately January 1, and January 31st of each calendar year. During this period, Lieutenants shall submit their leave requests for the succeeding twelve (12) months (the same period as for the shift bidding period). Such leave requests will not be limited in number. Operation Lieutenants will be permitted to have one Lieutenant off per shift. Administrative Lieutenants will not be restricted in their vacation requests except in cases of emergencies declared by the County Executive. Leave periods will be awarded by seniority, as defined in Article 5, Section 10 - Shift Bidding. Additional leave requested after March 31, must be approved by the Captain and may be restricted in cases in which work projects necessitate the attendance of a specific Lieutenant or an emergency has been declared by the County Executive.

The following procedures will be used when bidding compensated leave:

1. All leave requests will be for consecutive days.
2. After February 1, if five (5) or more consecutive days of leave, or any County identified holiday, are canceled by an employee with at least thirty (30) days notice provided to the employer, the dates will be posted for seven (7) days. Employees who were denied their first choice during the primary bid will be allowed to bid for these canceled days by shift based upon seniority.
3. If all employees receive their first vacation selection, the bidding for supplemental vacation days will be by shift by seniority during the seven (7) day period. If no selection is thus made, other employees may bid on a first come, first serve basis, by shift.
4. Any subsequent vacation bids will not affect prior vacations bids.

Section 5.2. In the event of an unforeseen emergency, the employer may adjust the leave schedules for the duration of the emergency. The Union 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.

ARTICLE 10 - HOLIDAYS

Section 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.

Section 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.

Section 3. Part-time employees regularly scheduled to work one half a normal workweek or more shall be eligible for a pro-rata portion of holiday pay based on their standard hours per pay cycle divided by ten (10), provided they are compensated at least seventy percent (70%) of their standard work hours.

Section 4 - Furlough Days.

Section 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.

Section 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. Day, Presidents' 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.

Section 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 or without pay) with a negative furlough balance; employees will be required to reimburse the employer for all negative furlough balances prior to going on a leave of absence.

Section 4.4. Effective January 1, 2006, employees may elect to convert up to forty-eight (48) hours of furlough leave to a cash payment annually (minus normal payroll deductions). The request for this election must be made in writing on or before January 31 for the year in which the furlough leave will be accumulated. Payment will be made no later than March 31 of that year. Any employee who elects this option and terminates employment during the same calendar year will receive credit for the holidays recognized in this contract prior to his/her separation, but will have any remaining totals subtracted from final compensation.

Section 4.5. Employees will be reimbursed for up to five (5) unused furlough days at the end of the calendar year if they are unable to use furlough days because of work requirements as determined by the Jail Commander or designee. All other unused furlough days will be lost.

Section 4.6. Regularly scheduled full-time 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

Section 11.1. Regular and limited duration 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. Regular and limited duration part-time employees shall earn a pro-rata portion of sick leave based upon their authorized scheduled hours per pay cycle divided by ten (10), 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.

Section 11.2 - Permissible Uses of Sick Leave.

Section 11.2.1. Sick leave shall be paid at the employee's regular straight-time base hourly 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; and
- 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;
- d. Dental care of the employee; or
- e. Absences that qualify for leave under the domestic violence leave act, Chapter 49.76 RCW.

Section 11.2.2. Sick leave shall be paid at the employee's regular straight-time base hourly rate of pay for absences required due to bona fide illness or injury to family members. 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 registered 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.

Section 11.2.3 - Family Care Leave: Sick leave or other paid leave as chosen by the employee shall be paid at the employee’s regular straight time base hourly rate of pay, subject to the provisions of this chapter regarding sick leave and under the following circumstances:

- 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, domestic partner, 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.

Section 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 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, employees' use of sick leave shall not be used as criteria for performance evaluation.

Section 11.4. In order to qualify for sick leave pay, an employee must report the reason for his/her 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 three (3) consecutive work days. The physician'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.

Section 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 accumulated compensatory time and accrued vacation to make up the difference between the Worker's 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).

Section 11.6. Effective January 1, 1983, eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall have the option, upon written agreement, to 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.

Section 11.7. An eligible employee separated from employment in good standing for reasons other than death, retirement, or disability shall have the option, upon written agreement, to 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.

Section 11.8. Eligible employees are considered to be retired for purposes of sick leave compensation and early retirement for medical insurance 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.

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

ARTICLE 12 - COMPENSATED LEAVES OF ABSENCE

Section 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.

Section 2 - Bereavement Leave.

Section 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.

Section 2.2. Authorized use of the additional bereavement leave in Article 12.2.1 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.

Section 3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of required military duty, training or 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.

Section 4 - Industrial Injury Leave. Effective January 1, 1998 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. 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

Section 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.

Section 2 - Impact on Accruals. All leaves without pay result in a loss of accrual for seniority, 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, 2012, 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 leave of absence by the employee shall state the following information:

1. Reason for requesting 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.

Section 3 - Discontinuance of Benefits. Unless otherwise provided in Article 13 Section 2 above and/or as otherwise provided by law, 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.

Section 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.

Section 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.

Section 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.

Section 7. Employees who are going on a leave of absence without pay may not use furlough days prior to their being earned.

Section 8 - Long-Term Disability Insurance. Effective January 1, 2018, the County shall pay the monthly long-term disability insurance premium to maintain the group long-term disability insurance plan through a Union-Selected Company for eligible full-time employees through December 31, 2024. Such plan is to be administered through AFSCME and/or a third-party administrator.

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

Section 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 and limited duration 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>\$ 0.20</u>		
 Total Monthly Premium:	 \$1531.70	 \$1449.74	 \$ 81.96

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

Regular part-time and limited duration 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 and limited duration 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 and limited duration 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 and limited duration 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 Union 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

Section 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 and limited duration full-time employees and their dependents for the period January 1, 2022 through December 31, 2022. Eligible regular and limited duration part-time employees' dental benefits are subject to a pro-rata share, as provided herein.

Section 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 and limited duration full-time employees for the period January 1, 2022 through December 31, 2022. Eligible regular and limited duration part-time employees' life insurance benefits are subject to a pro-rata share, as provided herein.

Section 14.4. The County agrees to provide and maintain the health and welfare benefits listed above for all active regular and limited duration 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 and limited duration 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 or limited duration 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 and limited duration 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.

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.

Section 14.5. In the event of a work-related disability, 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 and limited duration 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 or the County's contribution to the Washington Dental Service plan or the Willamette Dental of Washington plan and eligible regular and limited duration 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.

Section 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 and limited

duration 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.

Section 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 the CBA. The County shall pay any administrative premium or cost of the plan for the duration of the CBA. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

Section 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 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 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 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 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 (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 would 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.

Effective January 1, 2023 and for the 2023 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, 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 and limited duration part-time employees are subject to their pro-rata share.

Section 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 (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.

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.

Section 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/PEBB or other benefit plans for dental insurance and/or 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 Teamsters 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 Teamsters 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 14.8 above, including for those employees who elect the Kaiser Permanente medical/vision plan through the Teamster's Trust, who shall pay any excess premium above the County portion of the Plan A medical/vision plan. 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

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

ARTICLE 17 - WORKERS' COMPENSATION

The Employer will provide Washington State Workers' Compensation or equivalent to all employees covered by this Agreement.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 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. 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/Union 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.

Section 2 - Procedure. If a decision is not returned to the Union 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.

Step 1. The grievance shall be filed by the employee or shop steward with the employee's Captain within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union 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 five (5) working days of receipt of the written grievance, the Captain shall meet with the employee. Within five (5) working 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 ten (10) working 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 ten (10) working days of receipt of the written grievance, the Corrections Administrator or designee, shall meet with the employee and/or representative. Within ten (10) working 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 ten (10) working 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 ten (10) working days of receipt of the written grievance, the Sheriff or designee, shall meet with the employee and/or representative. Within ten (10) working 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 ten (10) working 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 ten (10) working days of receipt of the written grievance, the County Executive or Labor Relations Designee, shall meet with the employee and/or representative. Within ten (10) working 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 Union Designee. Only signatories to this agreement 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) working 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 ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association 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 decision of the arbitrator shall be rendered as expeditiously as possible 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.

Section 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.

The time limits set forth above may be extended by mutual agreement of the Employer and the Union. The grievance procedure shall consist of the previously listed steps unless waived by mutual consent of the parties.

Section 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 Union or employee may have and which relate to or concern the employee and the Employer; provided, however, in alleged discrimination issues in violation of Article 2.1, an employee shall elect to apply the grievance procedure or other forum, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance at Steps 1, 2 or 3 shall be resolved without the concurrence of the Sheriff or designee.

Section 5. Union 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).

Section 6. Formal grievance meetings will take place during normal business hours. For purposes of grievance processing, working days shall be Monday - Friday and normal business hours shall be 0830 - 1630.

Section 7. 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

Section 1. 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, has the right to be represented by a union shop steward or union representative present within a reasonable length of time. 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.

Section 2. 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.

Section 3. No employee shall be required to take a polygraph test or similar test as a condition of continued employment.

Section 4. The Employer shall make reasonable efforts to furnish the Union a copy of all final disciplinary actions.

ARTICLE 20 - LABOR/MANAGEMENT RELATIONS COMMITTEE

The Union and the Employer agree to establish and maintain a joint labor/management committee, consisting of two Union representatives appointed by the Union 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

Section 1 - No Work Stoppage. The employer and the Union 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 Union 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 Union 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.

Section 2 - Union Responsibility. Upon notification in writing by the County to Local 3752-LT that any of its members are engaged in work stoppage, the Union 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 Union shall publicly order such employees to cease engaging in such a work stoppage.

Section 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.

Section 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 Union and offer the Union 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 Union in writing that the County is considering subcontracting for services presently being performed by union members. Upon request by the Union, the parties shall meet to allow the Union an opportunity to present any alternative means besides subcontracting for the County to consider. The County has the final decision to subcontract. That final decision will be made after considering alternatives, if any, presented by the Union during the notice period. If no alternatives are presented during the notice period the County's decision may be implemented without further notice. If the County implements subcontracting in accordance with this section, the County shall negotiate with the Union 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

Section 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.

Section 2. The failure of the Union 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 upon execution, except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2024. Retroactive application of any provision under Article 6 of this Agreement will be made only to those employees who are on the County payroll as of the execution date of this Agreement.

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 Union shall file such notice with the Human Resources Director, the Employer with the directing business representative. Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted no later than 180 calendar days before expiration of the current agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 22 day of July, 2022.

AFSCME LOCAL 3752:

DocuSigned by:
By: Charla James-Hutchinson 7/12/2022
2FA5B59CDFE14DF
CHARLA JAMES-HUTCHISON Date
Vice President
DocuSigned by:
By: Gayle Pero 7/12/2022
RCBE35B8F521279
GAYLE PERO Date
Vice President
DocuSigned by:
By: Aaron Cole 7/7/2022
CAA1FC05ED302AF
AARON COLE Date
Staff Representative

PIERCE COUNTY:

DocuSigned by:
By: Bruce Dammeier 7/22/2022
1BD2210628D6495
BRUCE DAMMEIER Date
County Executive
DocuSigned by:
By: Amy Spiegel 7/17/2022
55D2B02B2096416
AMY M. SPIEGEL Date
Labor Relations Chief Negotiator

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PIERCE COUNTY
AND
COUNCIL 2, WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO
LOCAL 3752 LT - CORRECTIONAL LIEUTENANTS

Pierce County (the County) and AFSCME Local 3752 LT (the Union), collectively referred to as the Parties, agree to the following:

1. The Parties' 2022-2024 Collective Bargaining Agreement (CBA) provides two-point nine percent (2.9%) effective January 10, 2022.
2. Should the Pierce County Corrections Guild (Guild) negotiate/be awarded a 2022 general wage increase of more than two-point nine percent (2.9%), the Parties agree to provide the Correctional Lieutenants the same total general wage increase retroactive to January 10, 2022. In addition, Correctional Lieutenants will be provided the same general wage increase provided to the Guild for 2023 and 2024.
3. The Parties recognize that, as of reaching tentative agreement on the Parties' 2022-2024 CBA, the amount of the general wage increases negotiated by/awarded to the Guild is not known.
4. The Parties further recognize that the potential exists for other compensation provisions to be negotiated by and/or awarded to the Guild as part of the negotiation and/or arbitration of the contract succeeding the 2021 CBA between the County and the Guild.
5. The Parties agree that if other compensation provisions are negotiated and/or awarded to the Guild, the Parties will meet and discuss those provisions as they relate to Correctional Lieutenants.
6. The agreement to meet and discuss such provisions does not compel either party to agree to a proposal or require the making of any concession by either party.

The parties agree that this MOU is non-precedent setting and shall not limit, restrict, prevent, or require that the County or the Union enter into similar agreements in the future. This MOU is effective upon the date of full execution by the parties.

AFSCME LOCAL 3752:

By: DocuSigned by: Charla James-Hutchinson 7/12/2022
2FASB59CDFE14DF...
CHARLA JAMES-HUTCHISON Date
Vice President
DocuSigned by: Gayle Pero 7/12/2022
BCBE35B8E521479
GAYLE PERO Date
Vice President
DocuSigned by: Aaron Cole 7/7/2022
CAA1FC05ED304AF
AARON COLE Date
Staff Representative

PIERCE COUNTY:

By: DocuSigned by: Bruce Dammeier 7/22/2022
1BD2210628D6495
BRUCE DAMMEIER Date
County Executive
DocuSigned by: Amy Spiegel 7/17/2022
55D2B02B2096416
AMY M. SPIEGEL Date
Labor Relations Chief Negotiator