

**TRIPPLICATE
ORIGINAL**

CONTRACT

By and Between

PIERCE COUNTY

and

PIERCE COUNTY CAPTAINS ASSOCIATION

January 1, 2018 – December 31, 2021

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**2018 - 2021
C O N T R A C T**

By and Between

PIERCE COUNTY

and

PIERCE COUNTY CAPTAINS ASSOCIATION

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 Captains Association, hereinafter referred to as the "Association."

ARTICLE 2 - NONDISCRIMINATION

Section 2.1 Neither the Employer, Association or 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 2.2 No employee shall be discriminated against because of membership or lack thereof or lawful activity in the Association, provided such activities are not carried on so as to interfere with the normal work process.

ARTICLE 3 - RECOGNITION AND ASSOCIATION SECURITY

Section 3.1 The employer recognizes the Association 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 Sheriff's Department in the classifications of Captain or Correctional Captain, but excluding those employees represented by other labor contracts, supervisors, confidential employees, and all others.

Section 3.2 The County agrees that upon written authorization of any employee who is a member of the Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, as certified by the Pierce County Captains' Association. The County shall continue to deduct dues at rates specified by the Bargaining Unit. 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 or cancellation notice. The County shall rely on information provided by the Bargaining Unit regarding the authorization and revocation of dues deduction.

Section 3.3 The Association 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 3.4 An authorized officer of the Association 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 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 41.56.060. 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 3.6 - Release for Association Business. The officers and designated representatives of the Association 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 Association business. Examples of Association business would include employee organization, solicitation of membership, collection of dues, campaigning for offices, attending meetings, conventions, memorials, funerals, etc.

Section 3.7 - Notification of Supervisor when Released for Association 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 Association business, the Association President will notify their supervisor or designee, receive approval and will also notify their supervisor when they return.

Section 3.8 - Association Use of Bulletin Boards. The County agrees to allow the Association to use designated departmental bulletin boards within the Pierce County Sheriff's Department for the purpose of posting notices of Association meetings, Association election returns, Association appointments to office, and Association recreational or social affairs, etc. The Association shall be solely responsible for material placed upon the boards by the appropriate Association representative.

Section 3.9 - Labor-Management Business. Unless specifically authorized by the Sheriff or his designee, no more than two (2) Association representatives shall attend labor-management

meetings while on duty. Association 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 which 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 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;
- d) To establish reasonable work and performance standards and, from time to time, to change those standards;
- e) 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 21 - Subcontracting);
- f) To make and enforce reasonable rules and regulations;
- g) To discipline, suspend and discharge employees;
- h) To change or eliminate existing methods, equipment or facilities.

Section 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.

Section 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 - WAGES AND HOURS OF WORK

Section 5.1 - Hours of Work. Captains and Correctional Captains are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act (WMWA). The normal workweek is five days per week, eight hours per day.

Section 5.2 - Wages.

2018. Effective January 1, 2018, employees shall be granted a general wage increase of 2.5%.

2019. Effective January 14, 2019, employees shall be granted a general wage increase of 3.3%.

In addition, effective January 14, 2019, Law Enforcement Captains shall be granted an additional 0.5% wage increase.

2020. Effective January 13, 2020, employees shall be granted a general wage adjustment equal to 100% of the bi-monthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2019 (for information from June 2019 compared to the 12-months beginning June 2018), plus an additional 0.25%, but not less than 1.5% nor greater than 3.5%.

2021. Effective January 11, 2021, employees shall be granted a general wage adjustment equal to 100% of the bi-monthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2020 (for information from June 2020 compared to the 12-months beginning June 2019), plus an additional 0.25%, but not less than 1.5% nor greater than 3.5%.

Employees shown in the Pay and Class Plan as "Y-rate" shall receive no cost-of-living adjustment 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 cost of living adjustments.

Section 5.3 - Step Plan. Employees at Step "1" of the pay plan shall be provided a step increase to Step 2 on their anniversary date after completion of 26 accruable pay cycles computed in present classification. Effective January 1, 2009, a law enforcement Captain shall move to Step 3 and Step 4 as follows: After completion of five years as a law enforcement Captain or 20 years of uniformed service within the Department, whichever comes first, a law enforcement Captain shall receive an additional 4% (Step 3) of the base hourly wage. After completion of ten years as a law enforcement Captain or 25 years of uniformed service within the Department, whichever comes first, the employee shall receive another 4% increase in the base hourly wage, for a total of 8% (Step 4). There shall be no duplication of longevity pay benefits. This pay will not be available to any employees hired prior to December 1, 1982 who are already eligible for longevity pay. Employees injured in the line of duty shall continue to accrue credit towards step advancement. Employees otherwise 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.

Section 5.4 - 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/pay slips 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 5.5 - Uniforms. Employees required to wear a uniform as their regular clothing will be provided two issues upon employment which will be replaced on an "as needed" basis as determined by the Sheriff or designee.

Section 5.6 - 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.

Section 5.7 - 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 5.8 - Longevity.

Section 5.8.1 Employees who currently qualify for participation in the 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 longevity program in effect as of that date.

Section 5.8.2 Effective January 1, 2009, law enforcement captains shall be eligible for longevity pay steps as described in Section 5.3 of this Article.

Section 5.8.3 Effective July 1, 2018, Corrections Captains 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.

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

Section 5.9 - 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 twenty-five (\$125.00) per item, per incident, as determined by the Employer. Bracelets, necklaces or chains will not be repaired or replaced.

Section 5.10 – Command Duty Officer Pay. Effective January 1, 2013, a Correctional Captain who is designated and serves as Command Duty Officer (CDO) shall be entitled to a flat \$275 bonus for such week served as CDO, regardless of the number of hours worked. Effective January 6, 2014, this bonus shall be increased to \$300 for such week served as CDO. Only one bargaining unit employee will be eligible to receive such a bonus per week and there will be no weekly guarantee or entitlement to such assignment. The bonus shall be considered earned for payroll and reporting purposes effective the Sunday of the on-call week. It is understood that in the event of a holiday on Monday of the following week, the CDO duty will continue until the start of the next work week (i.e., Tuesday).

Section 5.11 – Meal. Correctional Captains, while on duty in the County jail, will be provided one (1) meal per shift while performing their normal County duties.

ARTICLE 6 - SENIORITY

Section 6.1 Seniority shall be in accordance with Pierce County Sheriff's Employees Civil Service Rules.

Section 6.2 Recall shall be in accordance with Pierce County Civil Service Rules.

Section 6.3 Probationary periods shall be set in accordance with the Pierce County Sheriff's Employees Civil Service Rules.

ARTICLE 7 - REDUCTION IN FORCE

Section 7.1 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 7.2 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 7.3 - 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 Personnel Office 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 8 - VACATIONS

Section 8.1

Section 8.1.1 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:

<u>During the Applicable Continuous Accruable 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 8.1.2 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 8.2 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 8.3 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.

Section 8.4 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 Personnel 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 and may not be cashed out in a lump sum payment due to termination.

ARTICLE 9 - HOLIDAYS

Section 9.1 Employees covered by this agreement shall be granted the following holidays off during the term of this agreement:

New Years' Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas 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 9.2 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 Personnel 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 9.3 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 week divided by five, provided they are compensated at least seventy percent (70) of their standard work hours.

Section 9.4 Effective the first pay cycle after ratification of this Agreement by the Pierce County Council, when a Captain is designated as Command Duty Officer (CDO) for a work-week which includes New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, they shall be granted an alternate day off, regardless of the amount of work the Captain was actually required to perform on the holiday. The alternate day off can be used as authorized at a later date within the same calendar year, so long as the Captain's absence does not result in overtime. The alternate day off for Captains assigned CDO for the work-week which includes Christmas Day must be used no later than the last day of January of the following year. This section refers to the actual holiday and not the day observed by the County. The alternate day off may not be compensated in any form upon separation of employment

ARTICLE 10 - SICK LEAVE

Section 10.1 Regular and limited duration full-time employees in a seventy (70) percent accruable pay status per pay cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per pay 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 weekly hours divided by five (5), provided they are compensated at least seventy percent (70%) of their standard work hours per pay 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. New employees who are separated prior to the completion of thirteen (13) accruable pay cycles shall not be paid for any unused sick leave.

Section 10.2 – Permissible Uses of Sick Leave.

Section 10.2.1 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 10.2.2), 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;
- d. Absences that qualify for leave under the 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.

Section 10.2.2 Sick leave shall be paid at the employee's regular base hourly rate of pay for absences required due to bona fide illness or injury to those family members whose principal residence is with the employee. The relatives to whom this section applies include mother, stepmother, father, stepfather, son, stepson, daughter, stepdaughter, brother, stepbrother, sister, stepsister, husband, wife, grandparent, grandchild, foster child, children placed for adoption and like relatives of the employee's spouse. The employer may request a statement including the nature and severity of the illness or injury, relationship to the employee and a statement of need for care or attendance of the employee. 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 10.2.3 An employee may use the leave of their choice subject to the provisions of this subsection under the circumstance listed below. If the employee chooses to use 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.

Section 10.3 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, employees' use of sick leave shall not be used as criteria for performance evaluation.

Section 10.4 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 purposed under RCW 49.46.210(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 unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

Section 10.5 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.

Section 10.6 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 this 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 10.7 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 10.8 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.

Section 10.9 - Sick Leave Incentive Program. Effective January 1, 2008, employees, including employees serving a probationary period for any part of the year, shall be awarded additional vacation leave as follows, whichever is more generous to the employee: If one day or less of sick leave is used in any calendar year, an employee will be awarded two additional days of vacation leave; if two days or less of sick leave is used in any calendar year, an employee will be awarded one additional day of vacation leave. This program shall be accomplished by the Budget and Finance Department, payroll section, as soon as practicable after the end of the calendar year. Only employees who have been in a pay status for the complete calendar year shall be eligible for this sick leave incentive program.

A complete calendar year shall begin on January 1 and end December 31, and shall include all regularly scheduled workdays for the employee (including observed holidays). In order to qualify as a complete calendar year, an employee must not have been in a leave of absence without pay status for two full work days or longer. New employees must begin work on the first work day in January, exclusive of January 1 (New Year's Day) and up to the next two days if such comprise a "weekend" for the employee's work site, in order to be eligible to have been in a pay status for the complete calendar year.

Section 10.10 All references to "day" in this Article shall refer to the employee's standard hours per day (weekly hours divided by five), to a maximum of eight hours.

ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE

Section 11.1 - 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. Employees must return to work from jury duty when reasonably possible.

Section 11.2 - Bereavement Leave.

Section 11.2.1 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 11.2.2 Authorized use of the additional bereavement leave in Section 2.1 above 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 11.3 - 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 11.4 - Industrial Injury Leave. Effective January 1, 2012 and for all succeeding years, Correctional Captains 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 12 - UNPAID LEAVES OF ABSENCE

Section 12.1 - 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 Personnel Director or designee, and the Civil Service Commission.

Section 12.2 - 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 October 31, 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 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 Personnel Director or designee.

Section 12.3 - Discontinuance of Benefits. Except as otherwise provided by law or unless otherwise provided in Article 12.2 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.

Section 12.4 - 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 12.5 - 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 12.6 – Long Term Disability Insurance. The County will pay up to \$63.76 per month toward LTD insurance for employees in the Captains Association from January 4, 2016, through 2017.

ARTICLE 13 - GROUP MEDICAL/DENTAL/LIFE INSURANCE

Section 13.1 Medical. Effective January 1, 2018, 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, 2018 through December 31, 2018 as follows:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1314.53 for Plan A or for the Kaiser Permanente Plan, per eligible regular full-time and limited duration full-time employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction, which are hereby authorized.

The current rates for 2018 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical "PLAN A" or Kaiser	\$1367.40		
Domestic Partner Medical	\$ 14.00		
Vision – Plan EXT	\$ 14.90		
Domestic Partner Vision	<u>\$ 0.20</u>		
Total Month Premium:	\$1396.50	\$1314.53	\$ 81.97

Eligible regular and limited duration part-time employees shall pay their 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 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 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 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 Captains Association 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 13.2 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, 2018 through December 31, 2018. Eligible regular and limited duration part-time employees’ dental benefits are subject to a pro-rata share, as provided herein.

Section 13.3 - Life Insurance. – The County will pay the full monthly premium for \$25,000 of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2018 through December 31, 2018. Eligible regular and limited duration part-time employees’ life insurance benefits are subject to a pro-rata share, as provided herein.

Section 13.4 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 13.1. 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 Captain’s Association 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 13.1 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. 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.

Section 13.5 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 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 Kaiser Permanente 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 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 13.6 Eligible employees shall be allowed to utilize the County’s retiree health and welfare program(s).

Section 13.7 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 13.8 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, 2018, and continuing through 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.

Section 13.9 For the calendar year 2019, effective January 1, 2019 and for the 2019 calendar year, the County will pay up to the first 6% increase (above the 2018 premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above 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 2019 shall a full-time employee's portion exceed 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 9% after the County has paid the first 6% of the premium increase, the County shall pay any remaining amount that exceeds 9% of the premium, in addition to the first 6%.

For example, if the increase for the Teamsters Plan A medical/vision plan is 8% above the 2018 premium, the County will pick up the first 6% and the employee will pick up the remaining 2%. If the increase is 10.5%, the County will pick up the first 6% and the employee will pick up the remaining 4.5%. If the increase is 4%, the County will pay only the 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, 2019 and for the 2019 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, 2019 and for the 2019 calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

Section 13.10 For the calendar year 2020, effective January 1, 2020 and for the 2020 calendar year, the County will pay up to the first 6% increase (above the 2019 premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above 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 2020 shall a full-time employee's portion exceed 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 9% after the County has paid the first 6% of the premium increase, the County shall pay any remaining amount that exceeds 9% of the premium, in addition to the first 6%.

For example, if the increase for the Teamsters Plan A medical/vision plan is 8% above the 2019 premium, the County will pick up the first 6% and the employee will pick up the remaining 2%. If the increase is 10.5%, the County will pick up the first 6% and the employee will pick up the remaining 4.5%. If the increase is 4%, the County will pay only the 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, 2020 and for the 2020 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, 2020 and for the 2020 calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

Section 13.11 For the calendar year 2021, effective January 1, 2021 and for the 2021 calendar year, the County will pay up to the first 6% increase (above the 2020 premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above 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 2021 shall a full-time employee's portion exceed 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 9% after the County has paid the first 6% of the premium increase, the County shall pay any remaining amount that exceeds 9% of the premium, in addition to the first 6%.

For example, if the increase for the Teamsters Plan A medical/vision plan is 8% above the 2020 premium, the County will pick up the first 6% and the employee will pick up the remaining 2%. If the increase is 10.5%, the County will pick up the first 6% and the employee will pick up the remaining 4.5%. If the increase is 4%, the County will pay only the 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, 2021 and for the 2021 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, 2021 and for the 2021 calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share

Section 13.12 For calendar year 2022, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County/PEBB benefit plans for dental, medical, and/or life insurance coverage. 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 6% increase in the Teamsters Plan A medical/vision premium effective January 1, 2022 (above the 2021 premium amount) and the employee will pick up any remaining increase through automatic payroll deduction; however, employees enrolled in Plan A will not pay more than 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 9% after the County has paid the first 6% of the premium increase, the County shall pay any remaining amount that exceeds 9% of the premium, in addition to the first 6%. Such premium increases shall be administered in the same manner as described in Article 13.9 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 14 - HOLD HARMLESS

Pierce County will defend employees, upon proper request, pursuant to Pierce County Code Chapter 2.120 as may be amended, 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 15 - RETIREMENT

All eligible employees shall be covered under the Washington State Public Employees' Retirement System or in accordance with the laws of the State of Washington for commissioned or public safety employees.

ARTICLE 16 - WORKERS COMPENSATION

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

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 17.1 - 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 17 of this contract or through an appeal to the Civil Service Commission pursuant to RCW 41.14. Once the employee/Association 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 17.2 - Procedure. If a decision is not returned to the Association 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 Bureau Chief within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Association 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 Bureau Chief 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 Sheriff 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 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 3 If the grievance is not settled at Step 2, 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 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 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 4 If a grievance is not resolved under Step 3, an arbitration request may be submitted by the Association 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 3. 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 17.3 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 Association. The grievance procedure shall consist of the previously listed steps unless waived by mutual consent of the parties.

Section 17.4 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 Association 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, or 2 shall be resolved without the concurrence of the Sheriff or designee.

Section 17.5 Association 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 17.6 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 17.7 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 18 - EMPLOYEE RIGHTS

Section 18.1 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 an Association shop steward or Association 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 and the identity of the accusing party. Investigations by the Employer as the result of an allegation are not considered the initiation of a disciplinary action.

Section 18.2 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 18.3 No employee shall be required to take a polygraph test or similar test as a condition of continued employment.

Section 18.4 The Department may, and upon request of the employee shall, tape-record the investigatory interview. The employee may receive, upon request, a copy of the taped/transcribed (if made) interview.

Section 18.5 Sixty (60) days after the completed investigatory file (including disciplinary recommendations) have been turned over to the Sheriff or the Sheriff's designee, the employee may inquire as to the status of any possible or proposed disciplinary action. The known status and estimated completion date will be provided.

Section 18.6 The Employer shall furnish the Association a copy of all final administrative investigations and disciplinary actions in which Association members are the subject of the investigation.

Section 18.7 Employees shall have the right to review their personnel file and request amendment of any false statement in their file. If amendment is refused, the employee shall be entitled to file a rebuttal statement in the file.

ARTICLE 19 - NO STRIKE-NO LOCKOUT

Section 19.1 - No Work Stoppage. The employer and the Association 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 Association 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 19.2 - Association Responsibility. Upon notification in writing by the County to the Captains' Association that any of its members are engaged in work stoppage, the Association 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 Association shall publicly order such employees to cease engaging in such a work stoppage.

Section 19.3 - 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 19.4 - 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 20 - 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 21 - 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 Association and offer the Association 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 Association in writing that the County is considering subcontracting for services presently being performed by Association members. Upon request by the Association, the parties shall meet to allow the Association 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 Association 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 Association the effects of subcontracting upon the laid-off bargaining unit members.

ARTICLE 22 - 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 23 - MATTERS COVERED AND COMPLETE AGREEMENT

Section 23.1 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 23.2 The failure of the Association 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 24 - 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, 2021. Retroactive application of any provision under Article 5 of this Agreement will be made only to those employees who are on the County's payroll as of the date this Agreement was ratified by the employees and for those who have retired during the term 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 Association shall file such notice with the Director of Human Resources, the Employer with the Association President. Requests from the Association 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 2nd day of March, 2020.

PIERCE COUNTY CAPTAINS
ASSOCIATION:

By: Tony Genga
Tony Genga
President

PIERCE COUNTY:

By: Joe Carrillo
Joe Carrillo
Deputy Director of Human Resources

By: Bruce Dammeier
Bruce Dammeier
County Executive

APPENDIX "A"
ANNUAL SALARY

<u>Correctional Captain (Public Safety 11)</u>		<u>Step 1</u>	<u>Step 2</u>	
01/01/2018		\$126,151.48	\$133,121.82	
01/14/2019		\$130,314.48	\$137,514.84	
<u>Law Enforcement Captain (Public Safety 12)</u>				
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
01/01/2018	\$127,332.87	\$133,996.07	\$139,355.91	\$144,715.76
01/14/2019	\$132,192.52	\$139,110.03	\$144,674.43	\$150,238.83

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

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PIERCE COUNTY
AND
PIERCE COUNTY CAPTAIN'S ASSOCIATION**

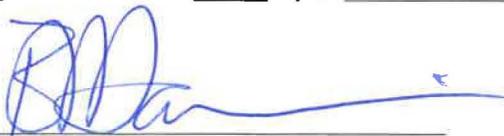
Pierce County and the Pierce County Captain's Association (herein referred to as the parties) agree to modify the parties' 2018-2021 collective bargaining agreement as follows:

Section 12.6 Long Term Disability Insurance. The County will pay up to \$63.76 per month toward LTD insurance for employees in the Captain's Association.

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 execution and covers the complete term of the parties' 2018-2021 collective bargaining agreement.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed this 2nd day of March, 2020.

By: 
Tony Genga, President
Pierce County Captain's Association

By: 
Bruce Dammeier
County Executive

By: 
Joe Carrillo
Human Resources Deputy Director

