

2020-2021

C O N T R A C T

By and Between

PIERCE COUNTY

and

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
WASHINGTON STATE COUNCIL OF COUNTY AND
CITY EMPLOYEES, AFSCME, COUNCIL 2,
FOR THE PIERCE COUNTY CORRECTIONS & DETENTION CENTER
NON-UNIFORMED GROUP**

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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 - NONDISCRIMINATION

2.1 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; military status; sexual orientation; use of a trained guide dog or service animal; marital status; national origin; age; or sensory, mental or physical disability.

2.2 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

3.1 The employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full time, limited duration and regular part-time employees of

the Pierce County Corrections and Detention Center, including Correctional Technician and Office Assistant 2, as listed in Appendix A, but excluding those employees represented by other labor organizations, supervisors, confidential employees, and all others.

3.2 The County agrees that upon written authorization of any employee who is a member of a Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, as certified by the Secretary of the Bargaining Unit. 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.

3.3 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.

3.4 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 employee's work schedule.

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 provided 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 41.56.060. The grievance procedure shall not apply in issues pertaining to this section.

3.6 - Release for Union Business. The officers and designated Union representatives will be charged the leave of their choice (annual leave, 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, etc.

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

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

3.9 The Union President may deliver communications to the Department Head or other department designee.

3.10 - Union Use of Bulletin Boards. One bulletin board, to be shared with all chapters of Local 3752, shall be made available to the Union within each of the Pierce County Correctional Facilities, provided that the material posted thereon is not derogatory to the County, County employees and officers, or other employee organizations. Notices shall be dated and signed by the Union Representative responsible for its issuance.

3.11 - 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 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

4.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and the Pierce County Charter, subject only to the limitations stated in this Agreement:

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

- h) To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason not expressly prohibited by law;
- i) To change or eliminate existing methods, equipment or facilities.

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

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

5.2 - Overtime. Overtime shall apply for hours compensated in excess of eight hours per day or 40 hours per week. Payment for authorized overtime hours shall be at the rate of time and one half the base hourly rate of pay.

Mandatory overtime is involuntary overtime exceeding thirty minutes, excluding a shift extension for an employee to complete their own assigned tasks. Employees are responsible for noting that the overtime is mandatory on their overtime submittal.

Employees shall not be directed to work mandatory overtime shifts on more than two consecutive workdays, nor on the last day of an employee’s regularly scheduled workweek, nor if the mandatory overtime shift would be adjacent to two (2) or more consecutive twelve (12) or more hour shifts including voluntary overtime already worked in the same workweek.

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

5.4 – Shift Exchange. Permanent employees may voluntarily exchange their regularly scheduled shifts or workdays with prior authorization by the Employer. Any shift exchange or workday exchange 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 exchanged with another employee shall be paid at a straight time rate of compensation and shall not be paid overtime unless the employee is directed to perform duties beyond the regularly established basic work day.

5.5 - Meal and Rest Periods.

5.5.1. All daily scheduled hours are exclusive of the meal period. During each four (4) consecutive hours of scheduled work, employees will normally be entitled to a fifteen (15) minute break. Rest periods should be scheduled by the supervisor to be taken as near the midpoint of each four (4) hours worked as possible, subject to the operational needs of the department.

5.5.2 Notwithstanding the above, employees specifically designated by the County shall receive meal and break periods included in their daily work hours as follows:

a. - Meal Periods. The Employer shall normally 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.

b. - Rest Breaks. The Employer shall normally 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 immediate callback or cancellation should the workload require it and the employee is not guaranteed a full fifteen minutes of time to rest. If interrupted due to operational need, such break shall be continued when operationally feasible, not to exceed 15 minutes total.

5.6 – Shift Schedule Vacancy. When a shift schedule vacancy occurs, the vacancy will be filled by first seeking bargaining unit volunteers from available qualified employees who are working, then from qualified employees who have made themselves available for overtime work. When volunteers are not available, vacancies will be filled in accordance with RCW 49.28.130.

Nothing in this agreement prohibits or limits the County from assigning employees to shift schedules

when, in the County's determination, such assignments are necessary to ensure proper and/or secure operations.

ARTICLE 6 – WAGES

6.1- Wages.

6.1.1 2020. Effective January 13, 2020, employees shall be granted a 2.07% general wage increase.

6.1.2 2021. Effective January 11, 2021, employees shall be granted a general wage increase equal to 90% of the Seattle-Tacoma-Bellevue CPI-U increase reported in July 2020 (for information from the June 2020 compared to the 12 months beginning June 2019), but not less than 1.75% nor greater than 3.0%.

6.1.3 Employees shown in the Pay and Class Plan as "Y rate" shall receive no cost of living adjustment in accordance with this section. 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.

6.2 - Step Plan. Employees on a step range will be eligible to receive periodic step increments upon the accrual of twenty-six (26) accruable pay cycles. The salary rate of employees will be automatically increased "one step increment" on their periodic increment date through the midpoint of the salary range, while increases to steps above the midpoint will be for merit upon consideration of a performance appraisal which reflects full performance or greater.

Employees will be eligible for step increases on the first day following the accrual of twenty-six accruable pay cycles. Such consideration shall be given annually until an employee reaches the maximum step of the salary range.

For the purposes of this section, "one step increment" is defined as follows: For compensation grade profiles identified with "inc 2", one step increment will be defined as advancing incrementally by either even-numbered or odd-numbered steps depending on their position on the pay range, with the last possible step being the highest step in the range. (Example: Employees on Step 1 would advance incrementally to steps 3, 5, 7, 9 and 10.) For compensation grade profiles identified with "inc 1", one step increment will be defined as advancing to each consecutive step. (Example: Employees on a range beginning with step 1 would advance incrementally to 2, 3, 4, 5, etc.)

Employees on steps past the midpoint in their range will be reviewed each year pursuant to performance evaluation to retain their step. If they are rated non-meritorious, then they will be moved to the next lower one-step-increment in six months (13 pay cycles) provided they do not achieve a merit rating on the subsequent evaluation to be conducted at the end of those six (6) months.

Non-meritorious evaluations shall be subject to Steps 1, 2 and 3 only of the grievance procedure.

6.3 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the second following Sunday. The Employer will make available bi-weekly electronic or hard copy pay statements 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 and checks will no longer be routinely issued.

6.4 - Out of Class Pay. An employee who is temporarily assigned work in a higher classification and, in fact, performs the full scope of the work of the higher classification for a period of one (1) working day or more, shall be paid at the rate of pay assigned to the higher classification for all hours actually worked in the higher classification. Pre-approval by the Sheriff or designee shall be required except in cases of emergency.

6.5 - Uniforms.

6.5.1 Correctional Technicians. Correctional Technicians shall be provided with three (3) uniforms upon employment and two (2) uniforms yearly thereafter. Uniforms will be replaced on an as needed basis, as determined by the County.

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

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

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

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

6.10 - 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 two (2) hours or the actual hours worked whichever is the greater period of time. Employees called-out within two (2) 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 two (2) hours or the actual hours worked whichever is the greater period of time. Employees called-out within two (2) hours or less of their next scheduled shift shall be compensated only for the additional time actually worked. Overtime provisions of Article 5, Section 2 apply as appropriate.

6.11 - Professional Licenses. The employer shall pay the cost of renewal or reissue of federally or state mandated professional licenses if such are required as a condition of continued employment. The employer shall reimburse employees for the cost of classes necessary to retain or maintain such licenses providing that employees must receive a satisfactory or passing grade (C or better) in the class to be eligible to receive such reimbursement.

6.12 - 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 dollars (\$150.00) per item, per incident, as determined by the Employer.

6.13 - 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.

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

6.15 Employees in classifications determined by the Sheriff who are designated to be on-call by the Sheriff or designee shall be paid as follows:

One hour straight time, for sixteen (16) hours on-call shift, for time in on-call status during the regularly scheduled workweek but outside of normal work hours. Four (4) hours of straight time wage for each of the two (2) twenty-four (24) hour "weekend" on-call shifts, for time in on-call status during the regularly scheduled days off. 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, marijuana, and/or

any controlled substance and in communications via (pager, radio, or telephone) and so immediately available to work.

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

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

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

7.3 When the County again recalls employees in a Bargaining Unit after there has been a layoff in that Bargaining Unit, it shall first recall those employees who were laid off from that Bargaining Unit in reverse order of their layoff, if they are available for work. Employees will have recall rights to their most current classification and other equal or lower classifications in which they have held status as a regular employee in their respective bargaining unit for up to twenty-four (24) months from date of layoff. Such recalled employees shall return with County seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted. An employee who declines a recall offer to a position of comparable hours or fails to respond to a recall offer by the County within fourteen (14) calendar days, shall be removed from the recall register. Such recall notice shall be sent by certified mail.

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

ARTICLE 8 - REDUCTION IN FORCE

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

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

8.3 - 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

9.1

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

<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.

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

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

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

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

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

9.5 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 calendar year shall not be eligible for payoff.

9.6 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.

ARTICLE 10 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
Presidents' 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 paid status on the normal workday preceding and following such holiday.

10.2 Regular full-time, and regular part-time employees shall receive two paid "personal" holidays. 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 holidays during that year. Employees hired after the first work day of the year shall not be eligible to accrue or use paid personal holidays during that year.

10.3 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.

10.4 - Furlough Days.

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

10.4.2 Employees assigned to Pierce County Corrections and Detention Center receiving furlough days in lieu of holidays will receive one and one-half (1-1/2) times the straight hourly rate of pay when they are required to work on the following holidays: New Year's Day, Martin Luther King Jr. 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.

10.4.3 Employees hired or terminated during the calendar year shall be entitled to furlough days or reimburse the Employer for used furlough days based upon the holidays remaining when they are hired or terminated.

10.4.4 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.

10.4.5 Regularly scheduled full and part time employees who are called to work on a day that is both a scheduled day off and a holiday (Section 1) shall receive twice their normal hourly salary for all hours worked for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day.

ARTICLE 11 - SICK LEAVE

11.1 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 regularly scheduled to work one half a normal workweek or more 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.

11.2 – Permissible Uses of Sick Leave.

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

1. 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;
2. 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; and
3. When the employee's workplace has been closed by order of a public official for any health-related reason and no alternative site is designated by the County, or when an employee's child's school or place of care has been closed for such a reason; or
4. 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.

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

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

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

11.2.3 Family Care Leave: An employee may use the leave of their choice subject to the provisions of this subsection under the circumstances 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, 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.

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

11.3 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, employee use of sick leave shall not be used as a criteria for performance evaluations.

11.4 In order to qualify for sick leave pay, an employee must report the reason for 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(b) or 49.46.210(1)(c), the expected duration and that the employee is unable to work or the same information for care of a family member may be required for sick leave in excess of five (5) consecutive work days. The health care provider's letter may be required to be updated in writing during an extended sick leave. Any County-required verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

11.5 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid

the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave, they may use their accrued vacation and accrued furlough leave, to make up the difference between the Workers' Compensation Benefits and the employee's base hourly wage (furlough leave may be used up to the number of days earned based on the number of paid Holidays that have occurred in the calendar year).

11.6 Eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall 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.

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 sick leave days to date of separation not to exceed two hundred (200) days, at the employee's base hourly rate of pay.

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

11.10 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 12 - COMPENSATED LEAVES OF ABSENCE

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

appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

12.2 - Bereavement Leave.

12.2.1 In the event of a death in the immediate family of a regular full-time and 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 Department Director or designee in writing, if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

12.2.2 Authorized use of the additional bereavement leave in 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 holidays at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

12.3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of required military duty, training, or drills, 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) days, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

12.4 - Industrial Injury Leave. Each member of the bargaining unit shall be provided with 240 hours of industrial injury leave to be used to supplement the difference between 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 as determined by the Sheriff or designee, or if the employee contracts a serious communicable disease (i.e., tuberculosis, HIV, etc.) due to their exposure on the job as determined by the Pierce County Risk Management Department. Notwithstanding any of the above, an employee may also use this industrial injury leave for the first three (3) days after a qualifying injury. Such industrial injury leave shall be provided only once in an employee's tenure with Pierce County and shall be non-accumulating, non-renewable, 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 no longer are represented by this bargaining unit.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE

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

13.2 - Impact on Accruals. All leaves without pay result in a loss of accrual for 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.

13.3 - Discontinuance of Benefits. Unless otherwise provided in article 13.2 above, a leave 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 which would have automatically been granted them, but employees shall not automatically receive step increases reserved as merit increases.

13.4 - Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with W.A.C. 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if

for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Operations Manager or elected official agrees in writing to a longer period of unpaid leave.

13.5 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. An employee 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.

ARTICLE 14 – GROUP INSURANCE: MEDICAL/DENTAL/LIFE

14.1 Medical - Effective January 1, 2020, 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 maximum amounts through December 31, 2020:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1401.33 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 2020 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical “PLAN A” or Kaiser	\$1448.00		
Domestic Partner Medical	\$ 18.00		
Vision – Plan EXT	\$ 17.10		
Domestic Partner Vision	<u>\$ 0.20</u>		
Total Month Premium:	\$1483.30	\$1401.33	\$ 81.97

Eligible regular part-time 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 eight (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 their premium balance and 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 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 each employee through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium (current rate):	\$11.40
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14.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$137.81 for the County's Washington Dental Service plan or \$128.34 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, 2020 through December 31, 2020. Eligible regular and limited duration part-time employee's dental benefits are also subject to a pro-rata share, as provided herein.

14.3 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, 2020 through December 31, 2020. Eligible regular and limited duration part-time employees' life insurance benefits are also subject to a pro-rata share, as provided herein.

14.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of \$1401.33 for Plan A or for Kaiser Permanente, through automatic monthly payroll deduction. 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 Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of \$1401.33 for Plan A or for 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.

14.5 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 monthly payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement shall be made with the County.

14.6 In the event of a work-related disability (Article 13.3), the County will continue to pay its 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 contribute any medical and vision premium in excess of \$1401.33 for Plan A or for Kaiser Permanente or \$137.81 for the County's Washington Dental Service plan or \$128.34 for the County's Willamette Dental of Washington plan and eligible regular and limited duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

14.7 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.

14.8 The County will provide, for eligible regular and limited duration full-time and part-time employees, 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, 2020, 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.

14.9 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 each medical/vision insurance plan for full-time employees (i.e., Plan A with vision or Kaiser Permanente with vision). 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 premiums.

For example, for full-time employees, if the increase for a medical/vision plan is 8% above the 2020 premiums, 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.

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.

14.10 For the 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 medical, dental and/or life insurance coverage. 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, 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, to the extent provided by Pierce County Code Chapter 2.120.

ARTICLE 16 – RETIREMENT

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

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

18.1 - Definition. A grievance shall be defined as a management interpretation or application of the provisions of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this Agreement. 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 within ten (10) calendar days of the dismissal action, under Step 1 of the other forum.

18.2 - 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 Supervisor 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 Lieutenant 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 ten (10) 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.

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

18.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the 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 subsection Section 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.

18.5 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).

18.6 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.

18.7 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

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 and/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 appraised of the allegation and the accusing party shall be identified. Investigation by the Employer as the result of an allegation are not considered the initiation of a disciplinary action.

ARTICLE 20 - LABOR/MANAGEMENT RELATIONS COMMITTEE

The Union and the Employer agree to establish and maintain a joint labor/management committee, consisting of one Union representative and one management representative 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 concern which the members feel has not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

ARTICLE 21 - NO STRIKE-NO LOCKOUT

21.1 - No Work Stoppage. The employer and the 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.

21.2 - Union Responsibility. Upon notification in writing by the County to Local 3752 CN 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.

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

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

ARTICLE 22 – SAVINGS

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

ARTICLE 23 – SUBCONTRACTING

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

At least ninety (90) 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

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

25.2 The failure of the 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.

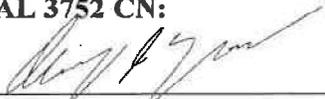
ARTICLE 26 - TERM OF AGREEMENT

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, 2021. Retroactive application of any provision under Article 6 of this Agreement will be made only to those employees who are on the payroll in represented classifications as of the execution date of this Agreement.

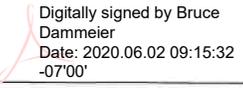
Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The Union shall file such notice with the Human Resources Director, the Employer with the directing business representative. Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted no later than 120 calendar days before expiration of the current agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 2nd day of June, 2020.

**WASHINGTON STATE COUNCIL
OF COUNTY & CITY EMPLOYEES,
AFSCME, COUNCIL 2
LOCAL 3752 CN:**

By: 
Abbie Zulock
Staff Representative

PIERCE COUNTY:

Bruce
By: **Dammeier** 
Bruce Dammeier
County Executive

By: 
Joe Carrillo
Deputy Director, Human Resources

APPENDIX "A"

Represented Job Classifications

Correctional Technician	(General 44)
Office Assistant 2	(General 06)

Actual rates are based on payroll system calculation.

APPENDIX “B” -- SHIFT BIDDING

B. 1- PRE-TRIAL SERVICES

Shift bidding shall be conducted annually starting with the bid process commencing on the first Monday in each December and lasting for fourteen (14) calendar days. The new bid cycle will start on the first day of the second 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 allocate the number of duty posts per shift.
2. Employees will bid shifts by classification and seniority.
3. Seniority will be the determining factor for placement within the bid configuration.
4. Seniority shall be defined as the most recent date of hire minus any unpaid leaves.
5. Voluntary shift changes between employees may occur for up to three (3) twenty-eight (28) day cycles annually with the approval of their respective supervisor and ten (10) days prior notification by the effected employees.
6. Employees who voluntarily transfer work locations cannot bump previously scheduled vacations.
7. Any newly created duty posts within a shift shall require a posting and selection according to the above process.
8. Any duty post which becomes vacant during a bid cycle will be posted for fourteen (14) calendar days prior to selection.
9. Employees with family needs or educational requirements may be reassigned to vacant duty posts at the discretion of the respective supervisor with notification to the Union.
10. In cases of an emergency declared by the County Executive, the Corrections Bureau Chief may adjust, delay, or modify the bid process for the period of the emergency. After such adjustment, modification or delay the County shall notify the Union and allow it an opportunity to exercise its bargaining rights.
11. Employees may be temporarily reassigned (loaners) due to work requirements for a period not to exceed one twenty-eight (28) day cycle. The employer will first request volunteers for these reassignments and, in the absence of volunteers, will use seniority to select the employees to be reassigned.

APPENDIX “B” -- SHIFT BIDDING

B.-2 – CORRECTIONAL TECHNICIANS

Shift bidding shall be conducted annually starting with the bid process commencing on the first Monday in each December and lasting for fourteen (14) calendar days. The new bid cycle will start on the first day of the second 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 allocate the number of duty posts per shift.
2. Employees will bid shifts by classification and seniority.
3. Seniority will be the determining factor for placement within the bid configuration.
4. Seniority shall be defined in the Pierce County Civil Service rules and relevant portions of the collective bargaining agreement.
5. Probationary employees will not be able to bid for shifts; but, if their probationary period ends prior to the start of a next cycle, they will be allowed to participate.
6. Voluntary shift changes between employees may occur for up to three (3) twenty-eight (28) day cycles annually with the approval of their respective supervisor and ten (10) days prior notification by the affected employees.
7. Employees who voluntarily transfer shifts cannot bump previously scheduled vacations.
8. Any newly created duty posts within a shift shall require a posting and selection according to the above process.
9. Any duty post which becomes vacant during a bid cycle will be posted for fourteen (14) calendar days prior to selection.
10. Employees with family needs or educational requirements may be reassigned to vacant duty posts at the discretion of the Bureau Chief with notification to the Union.
11. In cases of an emergency declared by the County Executive, the Corrections Bureau Chief may adjust, delay, or modify the bid process for the period of the emergency. After such adjustment, modification or delay the County shall notify the Union and allow it an opportunity to exercise its bargaining rights.
12. Employees may be temporarily reassigned (loaners) due to work requirements for a period not to exceed one twenty-eight (28) day cycle. The employer will first request volunteers for these reassignments and, in the absence of volunteers, will use seniority to select the employees to be reassigned.

APPENDIX “C” -- VACATION SCHEDULING

C.1 - PRE-TRIAL SERVICES

The primary bidding process for Pre-Trial Services Unit employee vacation scheduling shall be conducted over the course of three weeks between approximately January 1 and January 31 of each calendar year. During this period, employees may bid vacation leave using their seniority to determine preference for both their primary and secondary requests. After the close of vacation bidding, employees may select additional vacation leave on a first come, first served basis, up to the allowable amount. The employer will allow up to one (1) employee off on vacation leave at any one time. Should staffing levels increase to twelve (12) Office Assistant 2s in the Pre-Trial Services Unit, the employer will allow up to one (1) employee off from each of the two locations on vacation leave at any one time.

In the event of an unforeseen emergency, management may, without negotiations, adjust this scheduling process for the duration of the emergency and the Union will be notified prior to any adjustment in this scheduling process.

Employees who voluntarily transfer between work locations will need to re-verify their vacation schedules so as not to exceed the limits established above. If they do exceed that number, they will need to reselect their vacation leaves among available open slots. Employees who are involuntarily transferred between work locations will not have their vacation schedules, including scheduled unpaid days off associated with vacation, altered by their reassignments

C.2 – CORRECTIONAL TECHNICIANS

The primary bidding process for Correctional Technician employee vacation scheduling shall be conducted over the course of three weeks between approximately January 1 and January 31 of each calendar year. During this period, employees may bid vacation leave using their seniority to determine preference for both their primary and secondary requests. After the close of vacation bidding, employees may select additional vacation leave on a first come, first served basis, up to the allowable amount. The employer will allow one (1) employee off on vacation leave at any one time.