

**January 1, 2013 – December 31, 2015**

**C O N T R A C T**

**By and Between**

**PIERCE COUNTY**

**and**

**PIERCE COUNTY CORRECTIONS GUILD**

Exhibit A to Ordinance 2014-7  
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2013 - 2015

**C O N T R A C T**

**By and Between**

**PIERCE COUNTY**

**and**

**PIERCE COUNTY CORRECTIONS GUILD**

**ARTICLE 1**

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

**ARTICLE 2 - NONDISCRIMINATION**

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

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

**ARTICLE 3 - RECOGNITION AND GUILD SECURITY**

Section 1. The employer recognizes the Guild as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full time and regular part-time employees of the Pierce County Corrections and Detention Center, including Correctional Sergeants and Correctional Deputies, but excluding those employees represented by other labor contracts, supervisors, confidential employees, and all others.

Section 2.

Section 2.1 - Guild Security. All employees in the Bargaining Unit who are members of the Guild on the effective date of this Agreement shall, as a condition of employment, remain members of the Guild in good standing for the duration of this Agreement. All new employees employed during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the commencement of employment or the effective date of this Agreement, whichever is later, become and remain members of the Guild in good standing for the duration of this Agreement, except as provided in Article 3, Section 2.2.

"Good standing," as used in this Article, shall mean that the employee has paid timely or offered to pay the uniform initiation fees and regular monthly dues uniformly required for membership in the Guild.

The termination of any employee for failure to comply with the provisions of this Article shall be on written notice from the Guild to the Employer and employee, setting forth the reason and allowing thirty (30) calendar days from receipt of notice to attain good standing membership status.

Section 2.2. Any employee who, pursuant to RCW 41.56.122, asserts the right of non-association based on bona fide religious tenet(s), may be excluded from the terms of subsection 2.1 of this Article; however, shall pay an amount equal to the regular Guild dues and initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the public employee affected, and the bargaining representative to which such public employee would otherwise pay dues and initiation fee. The public employee shall furnish proof to the Guild each month that such payment has been made to the agreed upon charitable organization.

Section 3. 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 Guild. Employees wishing to cancel the written authorization for dues deduction, must notify the County and Guild in writing, at which time the County will discontinue the deduction.

Section 4. The Guild shall indemnify and hold harmless the County against all claims, demands, suits or other form of liability that shall arise out of or by reasons of action taken or not taken by the County for the purpose of complying with any of the provisions of Sections 3.2 and 3.3.

Section 5. An authorized officer of the Guild shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule. There shall be no more than one (1) Guild Representative for each of the three main shifts except where operations are physically

separated as mutually agreed to between the Guild Representative and the Human Resources Director.

Section 6. Bargaining unit status of new positions instituted by the Employer shall be made after taking into consideration the following elements of the job: the community of interest, similarities of duties, required skills, interchange, working conditions and organizational level of the positions contained in Appendix "A" as defined in RCW 41.56.030(7)(b) "Uniformed Employees". Any dispute in applying this section may be resolved in accordance with the conditions of this Agreement or applicable law RCW 41.56.060. The grievance procedure shall not apply in issues pertaining to this section.

Section 7 - Release for Guild Business. The officers and designated Guild representatives will be charged the leave of their choice (annual leave, compensatory time, furlough leave or leave without pay) when they are absent from work to perform Guild business. Examples of Guild business would include employee organization, solicitation of membership, collection of dues, campaigning for offices, attending meetings, conventions, memorials, funerals, etc. Up to four (4) Guild Executive Board members shall be granted release specifically to attend Guild E-Board meetings a maximum of one time per month, if the request is made at least two (2) weeks prior to the requested release and is during the first or last hour of the Guild member's regularly scheduled shift.

Section 8 - Guild President, Day Shift Assignment. Upon request by the Guild President, the Employer shall make a reasonable effort to assign the Guild President to the prevailing day shift hours.

Section 9 - Notification of Supervisor when Released for Guild Activity. Before leaving the work area or otherwise devoting pay status time (annual leave, compensatory time, furlough leave or unpaid leave) to the performance of Guild business, the Guild President will notify their supervisor or designee, receive approval and will also notify their supervisor when they return.

Section 10. The Guild President, during his regular work shift and on paid status, may deliver communications, to the Bureau Chief or other designees, pursuant to Section 9 above.

Section 11 - Guild Use of Bulletin Boards. The County agrees to allow the Guild to use designated departmental bulletin boards within the PCSDCC for the purpose of posting notices of Guild meetings, Guild election returns, Guild appointments to office, Guild recreational or social affairs, etc. The Guild shall be solely responsible for material placed upon the boards by the appropriate Guild representative.

Section 12 - Labor-Management Business. Unless specifically authorized by the Sheriff or his designee, no more than two (2) Guild representatives shall attend labor-management meetings while on duty. Guild representatives authorized to attend labor-management meetings while on duty shall not suffer any loss of pay. This forum shall not be used as a substitute for the existing grievance



procedure, nor as a substitute for formal contract negotiations. 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 1. The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and the Pierce County Charter, subject only to the limitations stated in this Agreement:

- a) To plan, direct, control and determine all the operations and services of the Employer;
- b) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
- c) To schedule and assign work within classification.
- d) To establish reasonable work and performance standards and, from time to time, to change those standards;
- e) To assign overtime;
- f) To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (subject to Article 23 - Subcontracting);
- g) To make and enforce reasonable rules and regulations;
- h) To discipline, suspend and discharge employees for just cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason not expressly prohibited by law. Failure of initial probation may be grieved at Steps 3 and 4 only of the grievance procedure.
- i) To change or eliminate existing methods, equipment or facilities.

Section 2. The Pierce County Charter shall prevail provided a charter amendment may not amend a provision of the existing Agreement during its term. However, if provisions contained in the Agreement relating to wages, hours and working conditions are in conflict with County ordinances pertaining thereto the terms of the Agreement shall prevail.

Section 3. The County has the right at any time to require an employee to provide evidence of a valid driver's license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record. If no personnel action is taken as a result of the information provided by the abstract, the abstract shall be released to the employee and a record shall be kept that such an abstract was obtained.

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

Section 1 - Workweek. It is intended that the normal workweek for full-time employees shall be forty (40) hours per week on five (5) consecutive days consisting of eight (8) consecutive hours per day with two (2) days off. However, nothing in this section shall prevent temporary alternative work schedules during shift changes, team changes, special assignments, training, emergencies, or other similar types of circumstances. Regularly scheduled workweeks which require split work days, split work shifts, a split workweek or other alternative work schedules and work shifts may be utilized by mutual agreement of the employer and the affected employee.

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

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

Section 2 - Overtime. Overtime shall apply for hours compensated in excess of eight hours per day or 40 hours per week, recorded to the nearest one tenth (1/10th) of an hour, with a minimum of six (6) minutes of actual work qualifying for compensation. The number of minutes of actual work (greater than six) shall be rounded down to the nearest tenth of an hour. Payment for authorized overtime hours shall be at the rate of time and one half the base hourly rate of pay. The employer will attempt to provide an employee with at least two (2) hours notice of mandatory overtime that the employee is ordered to work, unless it is an unforeseen circumstance that could not have been identified earlier. Each employee is responsible for reviewing the mandatory list on a regular basis.

Section 3 - Meal Periods. The Employer shall provide each employee with a paid thirty (30) minute meal period as part of the employee's regular eight hour shift. The employee shall remain on duty during this period. If interrupted due to operational need, such meal period shall be continued when operationally feasible, not to exceed thirty (30) minutes total.

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

Section 5 - No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The work periods specified herein shall not constitute guaranteed hours of work.

Section 6. The Employer shall adopt the Section 207K exemption under the Fair Labor Standards Act for the purpose of establishing a fourteen (14) consecutive day work period, which shall run concurrently with the payroll period, for employees of this bargaining unit. The use of the 207K exemption shall be limited to the exchange or adjustment of work days during the fourteen (14) day payroll period (pursuant to this section) or for the accrual of compensatory time (pursuant to Section 5 of this Article).

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

Section 7. With Departmental authorization, an employee may elect to accrue compensatory time off at the rate of time and one half (1-1/2) in lieu of overtime payment for up to the first six (6) hours of overtime worked in a fourteen (14) day pay period if the hours worked would otherwise qualify for overtime as defined in Section 2 of this Article. Any overtime hours worked in excess of six (6) hours in a pay period will be paid at the overtime rate. Employees may accrue a maximum of eighty (80) hours of compensatory time. Employees who have accumulated the maximum compensatory time balance will be paid at the appropriate overtime rate for additional accruals. Compensatory time will not be authorized for staff working overtime on the same day they receive compensation for annual leave, sick leave, or a furlough day. Unused compensatory time shall be paid off at the employee's regular rate of pay at the time of separation.

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

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

Section 8 - Continuing Education Shift Accommodation. In fulfilling its commitment to provide professional services in the field of corrections, the Employer shall encourage all employees to further their education to the highest level possible. The Employer will, within operational needs, assist employees in arranging duty schedules and assignments to facilitate and encourage such individual self-improvement. Any request for accommodation in shift or assignment shall be presented by the employee to the deciding official with as much advance notice as possible. The Employer will accommodate shift changes to permit the employee to attend a course of formal continuing education at the same time the course is being offered, whenever possible. The Employer will not change the duty assignment of the employee for the duration of the academic term (i.e., quarter or semester) established by the respective educational institution except under emergency or exceptional circumstances.

Section 9 – Involuntary Transfer. Upon request, the County will reconsider an involuntary transfer or reassignment of an employee if such would cause a hardship on the employee. The County will advise the requesting employee of its decision.

Section 10 - Shift Bidding. Shift bidding shall be conducted annually starting with the bid process commencing on the first Monday of each November and lasting for fourteen (14) calendar days. The new bid cycle will start on the first day of the first full twenty-eight (28) day work cycle of the new calendar year and last for twenty-six (26) pay cycles. Employees from operations (shift) and from services (support squad/career rotation) will bid for shift preference within their specific duty assignment. If sufficient staff fail to fill all available positions, management may assign staff to those positions. Such mandatory assignment shall be for the term of the vacancy or one year, whichever is less, beginning with the most junior employee who has reached their third (3rd) anniversary with the Corrections Bureau and is otherwise eligible and not in another Career Development position. The following procedures shall be used to implement and utilize the shift bidding process:

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

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

## **ARTICLE 6 - WAGES**

### Section 1 - Wages.

2013. For the 2013 calendar year, employees will not receive a general across-the-board wage adjustment (COLA).

2014. Effective January 1, 2014, employees shall be granted an across-the-board wage adjustment (COLA) of 1.25%. Effective June 23, 2014, employees shall be granted an additional across-the-board wage adjustment (COLA) of 1.25%.

2015. Effective January 1, 2015, employees shall be granted an across-the-board wage adjustment (COLA) of 2.00%. Effective June 22, 2015, employees shall be granted an additional across-the-board wage adjustment (COLA) of 1.00%.

Employees shown in the Pay and Class Plan as "Y rate" (ranges beginning with numerical designation 61 or 71) 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 2 - Step Plan. Employees in Steps "1" through "5" of the pay plan shall be provided a step increase on their anniversary date after completion of 26 accruable pay cycles computed in present classification. Employees injured in the line of duty shall continue to accrue credit towards step advancement. Employees on an unpaid leave of absence shall not receive credit towards step advancement and, therefore, their anniversary date will be adjusted to reflect the period of time of such leave.

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

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

Section 3 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the second following Sunday. The Employer will make available bi-weekly advices/check stubs by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day. All employees will be paid via direct deposit beginning in January 2014 and checks will no longer be routinely issued.

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

Section 5 - Uniforms. Correctional Deputies and Sergeants required to wear a uniform as their regular clothing will be provided two issues upon employment and a third issue upon completion of the probationary period. Uniforms will be replaced on an "as needed" basis as determined by the Sheriff or designee.

Section 6 - Mileage Reimbursement. Employees authorized to use their private vehicle for County business or in the performance of their official duties shall receive reimbursement at the rate provided by the IRS for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round trip coach 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 7 - Assigned Vehicles. Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment.

Section 8 - Lunches. All employees of the bargaining unit, while on duty in the County Jail, will be provided one (1) meal per shift while performing their normal County duties.

Section 9 - Longevity. Employees who currently qualify for participation in the 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.

Section 10 – Biohazard and Demolition Evacuation Pay. The Employer shall pay employees assigned to biohazard cleanup or the demolition evacuation rescue team an extra allowance of thirty-five dollars (\$35.00) per incident as follows: Employees assigned to biohazard cleanup shall receive thirty-five dollars (\$35.00) per incident for any instance in which a biohazard-trained employee is actually assigned, by a Sergeant or above, and performs authorized biohazard cleanup. Employees assigned to the demolition evacuation rescue team shall receive thirty-five dollars (\$35.00) per shift for any shift on which a demolition-evacuation-rescue-team trained employee is actually assigned, by a Sergeant or above, and performs authorized demolition evacuation rescue team functions during a County-designated emergency.

Section 11 - Call-Out. Employees called to return to work after leaving the workplace (meaning their scheduled work period has expired, the employee has been relieved from their post and has exited the secured portion of the jail) at the end of a shift and before the start of their next scheduled shift shall be compensated at the rate of time and one-half for a minimum of three (3) hours or the actual hours worked whichever is the greater period of time. Employees called-out within three (3) hours or less of their next scheduled shift shall be compensated only for the additional time actually worked; such compensation shall be at the time and one-half rate.

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

Section 12 - Field Training Officer Pay. Corrections Deputies and Sergeants who are designated by the Sheriff (or designee) to perform the duties of Field Training Officer (FTO) shall be eligible for additional compensation above their base hourly pay at a rate of five (5) percent for any single eight-hour shift during which those duties were performed.

Section 13 - Damage to Personal Property in Line of Duty. Employees who suffer loss or damage to eyeglasses and authorized personal property in the line of duty will have such personal property repaired or replaced at the expense of the Employer; provided further, that reimbursement for lost or damaged wristwatches and/or rings shall be limited to actual replacement cost up to one hundred fifty (\$150.00) per item, per incident, as determined by the Employer.

Section 14 - Temporary Duty Assignments. Correctional Deputies who are temporarily assigned as Correctional Sergeants and are then reclassified/promoted as a Correctional Sergeant, with no break in status as a Correctional Sergeant, shall receive credit for up to one hundred twenty (120) days of their temporary duty status for purposes of meeting their merit step increase eligibility, but not for purposes of meeting their probationary periods.

Section 15. Employees who are designated to be on-call by the Sheriff or his designee shall be paid as follows:

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

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

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



## **ARTICLE 7 - SENIORITY**

Section 1. Seniority for the purpose of layoff shall be in accordance with Pierce County Sheriff's Employees Civil Service Rules. Seniority for the purposes of vacation and shift bidding is the amount of continuous service within the bargaining unit and shall be based on the date of hire as a full-time employee within the bargaining unit. Seniority for individuals having the same date of appointment shall be based on their civil service standing by their order of hiring. Employees who promote to positions within the bargaining unit shall continue to accrue classification seniority in their former classification, for example a Corrections Deputy who promotes to Sergeant and subsequently returns to the classification of Corrections Deputy shall continue to accrue Corrections Deputy seniority while serving as a Sergeant.

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

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

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

Section 3. Probationary periods shall be a period of twelve (12) months from the date of appointment unless extended as provided in Section 9.4 of the Pierce County Sheriff's Employees Civil Service Rules.

## **ARTICLE 8 - REDUCTION IN FORCE**

Section 1. This Article is intended to supplement the Pierce County Sheriff's Employees Civil Service Rules. Said rules will control reduction in force procedures if in conflict with the provisions of this Article.

Section 2. In the event of a reduction in force due to lack of work, lack of funds or reorganization, or other reasons outside the employee's control, which do not reflect discredit on the services of the employee; layoffs will occur in accordance with the Pierce County Sheriff's Employees Civil Service Rules. No regular or probationary employee shall be laid off while there are temporary or provisional employees serving in the same classification. Layoff of probationary or regular employees shall be made in inverse order of seniority in the classification of work involved.

Wherever a definite seniority differential is not established, the order of layoffs shall be determined by the relative standing on the employment register from which appointed. In lieu of layoff, a regular or probationary employee may request demotion to a position in a lower classification within the same promotional series, thereby filling the position held by the employee with the least seniority in the lower classification. No employee so demoted shall displace a regular employee except in the order of seniority. The names of regular or probationary employees laid off or demoted in lieu of layoff shall be placed in order of seniority on the re-employment/re-appointment register for the classification from which the layoff took place. The period of eligibility for re-employment by appointment from the re-employment/re-appointment register shall be without limitation from the date of layoff.

Section 3. Prior to implementing a reduction in force decision, the employer shall confer with representatives of the Guild regarding the proposed plans and will consider the Guild's opinions in the matter.

Section 4. Any employee who is dismissed as a result of a reduction in force or who has been notified of an intended layoff shall have the right:

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

## **ARTICLE 9 - VACATIONS**

### Section 1.

Section 1.1. Regular full-time employees hired on or after January 1, 1983, shall be granted vacation benefits in accordance with the following schedule as of anniversary dates falling on

or after the dates indicated, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle:

<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 above is effective March 31, 2003.

Section 1.2. Effective January 1, 1983, employees who have earned and qualified for vacation leave that exceeds thirty (30) days per year shall maintain the number of vacation days earned as of January 1, 1983. All other employees who are not qualified for thirty (30) days as of January 1, 1983, shall maintain the number of vacation days earned as of January 1, 1983, then earn an additional day of vacation at the completion of every other year to a maximum of thirty (30) days per year or until they are entitled to additional vacation day accrual as set forth in the schedule in Article 9, Section 1.1.

Section 2. Part-time employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.

Section 3. 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.

Section 4. Eligible employees who have completed thirteen (13) accruable pay cycles shall be paid for unused accrued vacation leave days upon termination of employment.

Section 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 the calendar year shall not be eligible for payoff.

Section 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 45 days must be used within the next six (6) months.

Section 7 - Vacation, Compensatory Time and Furlough Scheduling.

Section 7.1. The primary bidding process for vacation, compensatory time and furlough scheduling shall be conducted beginning on the first Monday in January of each calendar year and shall be concluded in approximately 3 weeks. During this period, employees will bid vacation and furlough leave using their seniority to determine preference. After March 1, if 3 or more consecutive days of leave are cancelled by an employee with at least 10 calendar days notice provided to the Employer, notice of availability will be posted for 48 hours and the time will be awarded by seniority. Leave slots cancelled with less than 10 calendar days notice and/or less than 3 days in length will not be posted. Otherwise, open leave slots will be available on a first-come, first-served basis subject to the limitations contained herein.

Section 7.2. The number of employees allowed on vacation, compensatory time and furlough leave at any one time shall be as follows:

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

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

Employees using vacation or furlough for military duty are excluded from the maximum number of employees allowed off at any one time. Notwithstanding any other provision of this

Agreement, the County may move less senior employees, with 72 hour notice, to cover overtime vacancies caused by military leave over and above the ratios provided above and in accordance with Section 6, Article 19, #15.

Section 7.3. Employees who voluntarily transfer between shifts will need to reverify their vacation, compensatory time and furlough leave schedules so as not to exceed the limit shown above. If the previously scheduled vacation, compensatory time or furlough leave does exceed this limit, the officer will reschedule vacation, compensatory time and furlough leave to open dates to conform to the limitations shown in Article 7, Section 2.

Section 7.4. Employees who are involuntarily transferred between shifts will not have their vacation, compensatory time or furlough leave schedules altered by their reassignment. The employer will attempt to accommodate the vacation, compensatory time and furlough schedules of officers returning to the Operations Division from career development program positions.

Section 7.5. In the event of an unforeseen emergency, the employer may adjust the vacation, compensatory time and furlough leave schedules for the duration of the emergency. The Guild will be notified prior to any such adjustments and, time permitting, will be afforded the opportunity to offer suggestions as to how the emergency adjustments could be accomplished with the least disruption of existing schedules.

Section 7.6. During the term of this contract, the parties agree to meet in a labor/management forum to negotiate a pre-determined annual training period and reduction of the number of employees on vacation, compensatory time or furlough leave during such training period.

## **ARTICLE 10 - HOLIDAYS**

Section 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 2. Regular full-time and regular part-time employees shall receive two paid "personal" holidays. The paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later canceled by the County. In such instances, with the recommendation of the appointing authority, the Human Resources Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

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

Section 3. Part-time employees regularly scheduled to work one half a normal work week 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 4 - Furlough Days.

Section 4.1. Employees may be assigned to receive furlough days in lieu of holidays. Such furlough days will be scheduled and taken within the calendar year.

Section 4.2. Employees assigned to Pierce County Corrections and Detention Center receiving furlough days in lieu of holidays will receive one and one-half (1 1/2) times the straight hourly rate of pay when they are required to work on the following holidays: New Year's Day, Martin Luther King Jr's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. This shall mean the actual holiday, not the day the County observes as the holiday for pay purposes.

Section 4.3. Employees hired or terminated during the calendar year shall be entitled to furlough days or reimburse the Employer for used furlough days based upon the holidays remaining when they are hired or terminated. Employees may not begin a leave of absence with a negative furlough balance; employees will be required to reimburse the employer using other accruals for all negative furlough balances prior to exhausting those accruals and going on a leave of absence.

Section 4.4. Employees may elect to convert up to forty-eight (48) hours of furlough leave to a cash payment annually (minus normal payroll deductions). The request for this election must

be made in writing on or before January 31 for the year in which the furlough leave will be accumulated. Payment will be made no later than March 31 of that year. Any employee who elects this option and terminates employment during the same calendar year will receive credit for the holidays recognized in this contract prior to his/her separation, but will have any remaining totals subtracted from final compensation.

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

Section 4.6. Regularly scheduled full and part time employees who are called to work on a day that is both a scheduled day off and a holiday (Section 1) shall receive twice their normal hourly salary for all hours worked for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day. Employees who work overtime on a regularly scheduled work day which is a holiday (as described in Section 1 of this Article) shall be compensated at two times their regular hourly base rate of pay for those overtime hours.

## **ARTICLE 11 - SICK LEAVE**

Section 1 Regularly scheduled full-time employees shall earn sick leave on the basis of one day for each month compensated, excluding overtime and standby pay with no upper limit. Part-time employees regularly scheduled to work one half a normal workweek or more shall earn a pro-rata portion of sick leave based on hours scheduled excluding overtime, provided they are compensated at least seventy percent (70%) of their standard work hours per cycle. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle. Sick leave will not be payable to new eligible employees until they have completed thirteen (13) accruable pay cycles of employment.

### Section 2 – Permissible Uses of Sick Leave.

Section 2.1 Sick leave shall be paid at the employee's regular base hourly rate of pay for the employee's own needs for the following conditions:

- a. Bonafide illness or injury which incapacitates the employee from performing normal duties, or
- b. Employee's disability due to pregnancy and recovery therefrom, or
- c. Medical or dental care of the employee.

Section 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, with the approval of the Labor Relations Manager or designee, require 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.

Section 2.3 Family Care Leave: Sick leave or other paid leave as chosen by the employee shall be paid at the employee's regular straight time base hourly rate of pay, subject to the provisions of this chapter regarding sick leave and under the following circumstances:

- a. Any health condition affecting a covered employee's child under the age of 18 years, or for a child age 18 or older and incapable of self-care, which requires treatment or supervision including:
  1. Medical conditions requiring medication which cannot be self administered;
  2. Medical or mental health conditions which would endanger the child's safety or recovery without the presence of a parent or guardian;
  3. Any condition warranting preventive health care such as physical, dental optical or immunization services when a parent must be present to authorize;
  4. Any other circumstance which would constitute a permissible use of sick leave for the employee.
- b. A serious health condition or emergency condition of a spouse, 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 3 Abuse and misuse of sick leave are grounds for disciplinary action up to and including discharge. The Employer may investigate cases of suspected sick leave abuse and may at any time during the course of that investigation request the employee provide certification attesting to illness, injury, or other reason for leave. Except in cases of sick leave abuse, employee use of sick leave shall not be used as a criteria for performance evaluations.

An employee who has been previously counseled about abuse, misuse or excessive use of sick leave may, with the concurrence of the County's Labor Relations Manager or designee, be required to



provide certification from a medical practitioner for use of sick leave. Grievances in regard to this provision may not be processed beyond Step 4 of the grievance procedure in this Agreement.

Section 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 with notice as soon as feasible of the anticipated date of return to work. A physician's certification stating the kind and nature of an illness or injury, the expected duration and that the employee is incapacitated from work or the required reason for care of a family member may be required for sick leave in excess of five (5) days. The physician's letter may be required to be updated every week in writing during an extended sick leave.

Section 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).

Section 6. Eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) of the employee's base hourly rate of pay for the first seventy-five (75) days or less of unused accrued sick leave days.
2. For the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150)), an amount equal to fifty percent (50%) of the employee's base hourly rate of pay for unused accrued sick leave days.
3. For the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), an amount equal to seventy-five percent (75%) of 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 7. An eligible employee separated from employment in good standing for reasons other than death, retirement, or disability shall be compensated at ten percent (10%) of the employee's base hourly rate of pay for unused sick leave days to date of separation not to exceed two hundred (200) days.

Section 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 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. 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.

Section 11. Light Duty assignments. Bargaining unit members who are medically unable to perform the essential functions of their classification may request light duty when certified by a health care provider to perform light duty work. The following posts may be available for light duty assignments as determined by the County: 3S-days, 3S-swings, supply, and a split position of mail/trustee coordinator. Other posts may be available for light duty as identified by and at the discretion of the County.

## **ARTICLE 12 - COMPENSATED LEAVES OF ABSENCE**

Section 1 - Jury Duty. Time off with pay will be granted for jury duty to regular full-time and regular part-time employees. The employee shall be paid the difference between the fees he/she receives for such service, excluding travel fees, and the amount of actual base earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

Section 2 - Bereavement Leave.

Section 2.1. In the event of a death in the immediate family of a regular full-time or regular part-time employee, three working days off to a maximum of twenty-four (24) hours with pay shall be granted to attend the funeral or complete burial arrangements for each death which occurs during a calendar year. A regular part-time employee shall receive a pro-rata share of bereavement leave based on their standard hours in a workweek. Immediate family shall be defined to include spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse of the employee. Immediate family includes biological, adopted, step or foster members. An additional three days of bereavement leave may be granted if authorized by the Sheriff or designee in writing, if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

Section 2.2. Authorized use of the additional bereavement leave in subsection 2.1 for out-of-state travel may be taken from either the employee's accrued sick leave balance or from the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holiday at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

Section 3 - Reserve Military Leave. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of active duty or active training duty, including weekend drills, for a period not exceeding a total of twenty-one (21) workdays during each year beginning October 1<sup>st</sup> and ending the following September 30th, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than twenty-one (21) workdays, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

Section 4 - Industrial Injury Leave. Effective January 1, 1997 and for all succeeding years, each member of the bargaining unit shall be provided one-hundred and sixty (160) hours of industrial injury leave to supplement the difference between the time-loss payments made through the County's Workers Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by another person or as a result of responding to such an incident, as determined by the Sheriff or designee, or if the employee contracts a serious communicable disease (i.e., tuberculosis, HIV, etc.) due to exposure on the job as determined by Pierce County Risk Management. Notwithstanding any of the above, an employee may also use industrial injury leave for the first three (3) days after a qualifying injury. Such industrial insurance leave shall be non-accumulating, non-transferable and shall not be payable in any form upon separation of the employee from Pierce County employment. This leave provision

shall expire and the leave shall be withdrawn when persons are no longer represented by this bargaining unit.

### **ARTICLE 13 - UNPAID LEAVES OF ABSENCE**

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

**Section 2 - Impact on Accruals.** All leaves without pay result in a loss of accrual for vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying his/her own medical benefit cost while in an unpaid leave status to insure continued coverage. Effective January 1, 2011, those hours covered by time-loss payments through the County's Workers' Compensation program for an on-the-job injury are considered to be "pay status" for up to a maximum of twenty-six (26) pay cycles per covered injury.

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

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

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

**Section 3 - Discontinuance of Benefits.** Except as otherwise provided by law or in Article 13 Section 2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical

benefits (Article 14) for a period not to exceed twelve (12) months. Employees shall retain their anniversary date during a leave of absence without pay caused by an on-the-job injury and shall receive step increases per Article 6, Section 2.

Section 4 - Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with W.A.C. 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Operations Manager or elected official agrees in writing to a longer period of unpaid leave.

Section 5 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. Employees requesting reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

Section 6. Employees requesting unpaid leaves of absence for participation in military weekend training and/or weekend drills when the employee does not have sufficient vacation and/or furlough time available will not have their seniority (for purposes of shift and vacation bidding) adjusted. For purposes of this section, a weekend is defined as Saturday and Sunday.

Section 7 – Long-Term Disability Insurance. Effective January 1, 2013, the County shall pay the monthly long-term disability insurance premium of \$33.25 per month per employee to maintain group long-term disability insurance through Standard Insurance Company for eligible full-time employees for the period January 1, 2013 through December 31, 2015. Such plan is to be administered through the Guild and/or a third party administrator.

#### **ARTICLE 14 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE**

Section 1 Medical - Effective January 1, 2013, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each employee who received compensation for eighty (80) hours or more in the previous month, the following amounts through December 31, 2013:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1120.48 for Plan A or \$1120.69 for Group Health Cooperative, per employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction.

The current rates for 2013 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical "PLAN A"	\$1187.35		
Vision – Plan EXT	\$ 15.10		
Total Monthly Premium:	\$1202.45	\$ 1120.48	\$ 81.97
OR			
Group Health Cooperative	\$1245.05		
Vision – Plan EXT	\$ 15.10		
Total Month Premium:	\$1260.15	\$ 1120.69	\$ 139.46

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

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

Time Loss "PLAN A" (\$400 per week):	\$16.00
9-Month Disability Waiver of Premium:	\$11.40

Section 2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$135.82 for the County's Washington Dental Service plan or \$112.20 for the County's Willamette Dental of Washington plan, for eligible full-time employees and their dependents for the period January 1, 2013 through December 31, 2013. Eligible part-time employee's dental benefits are subject to a pro-rata share, as provided herein.

Section 3 Life Insurance – The County will pay the full monthly premium for \$15,000 of group term life insurance for eligible full-time employees for the period January 1, 2013 through December 31, 2013. Eligible part-time employees' life insurance benefits are subject to a pro-rata share, as provided herein.

Section 4. The County agrees to provide and maintain the health and welfare benefits listed above for all active full-time employees provided an eligible full-time employee shall pay any medical and vision premium in excess of the amounts stated above in paragraph 15.1. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular part-time employees working under the jurisdiction of the Guild who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular part-time employee shall pay for any medical and vision premium in excess of the amount provided for in paragraph 15.1 for Plan A or for Group Health Cooperative, 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 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 shall be made with the County.

Section 5 In the event of a work-related disability (Article 12.3), the County will continue to pay the cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular full-time and part-time employees shall continue to contribute any medical and vision premium in excess of the County contribution for Teamsters Plan A medical/vision or the County's contribution to the Washington Dental Service plan or the County's contribution to the Willamette Dental of Washington plan and eligible regular part-time employees shall also continue to contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

Section 6 Eligible employees shall be allowed to utilize the County's retiree health and welfare program(s).

Section 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 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 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, 2013, 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 9 For the calendar year 2014, effective January 1, 2014 and for the 2014 calendar year, the County will pay up to the first 7% increase (above the 2013 premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above 7% will be picked up by the employee, through automatic payroll deduction. Regular part-time employees will pay this increase in addition to their additional pro-rata share of the premium. However, for those employees enrolled in plan A, at no time during 2014 shall a full-time employee's portion exceed 10% of the total monthly premium for Teamsters Plan A medical/vision insurance.

For example, if the increase for the Teamsters Plan A medical/vision plan is 8% above the 2013 premium, the County will pick up the first 7% and the employee will pick up the remaining 1%. If

the increase is 10.5%, the County will pick up the first 7% and the employee will pick up the remaining 3.5%. 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 Group Health medical/vision plan through the Teamsters Trust will pay any excess premium amount above the amount the County pays for the Plan A medical/vision plan. Regular part-time employees will pay this excess premium in addition to their additional pro-rata share of the premium. If the premium for the Group Health medical/vision plan is less than the Plan A medical/vision premium, employees electing the Group Health plan will not receive any pay in lieu of the higher premium.

Effective January 1, 2014 and for the 2014 calendar year, the County will pay the full monthly premium for each dental plan. Eligible part-time employees are subject to their pro-rata share.

Effective January 1, 2014 and for the 2014 calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible part-time employees are subject to their pro-rata share.

Section 10 Effective January 1, 2015 and for the 2015 calendar year, the County will pay up to the first 7% increase (above the previous premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above 7% will be picked up by the employee, through automatic payroll deduction. Regular part-time employees will pay this increase in addition to their additional pro-rata share of the premiums. However, for those employees enrolled in plan A, at no time during 2015 shall a full-time employee's portion exceed 10% of the total monthly premium for Teamsters Plan A medical/vision insurance.

For example, if the increase for the Teamsters Plan A medical/vision plan is 8% above the 2014 premium, the County will pick up the first 7% and the employee will pick up the remaining 1%. If the increase is 10.5%, the County will pick up the first 7% and the employee will pick up the remaining 3.5%. 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 Group Health medical/vision plan through the Teamsters Trust will pay any excess premium amount above the amount the County pays for the Plan A medical/vision plan. Regular part-time employees will pay this excess premium in addition to their additional pro-rata share of the premium. If the premium for the Group Health medical/vision plan is less than the Plan A medical/vision premium, employees electing the Group Health plan will not receive any pay in lieu of the higher premium.



Effective January 1, 2015 and for the 2015 calendar year, the County will pay the full monthly premium for each dental plan. Eligible part-time employees are subject to their pro-rata share.

Effective January 1, 2015 and for the 2015 calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible part-time employees are subject to their pro-rata share.

Section 11 For the calendar year 2016, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County benefit plans, and plan design changes for County dental insurance and/or County life insurance coverage, provided an agreement cannot be reached as part of the 2015 negotiations. 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 7% increase in the Plan A medical/vision premium effective January 1, 2016 and the employee will pick up any remaining increase through automatic payroll deduction, however, employees enrolled in Plan A will not pay more than 10% of the total monthly premium for Plan A medical/vision insurance while negotiations are continuing. Such premium increases shall be administered in the same manner as described in Article 14.10 above. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

#### **ARTICLE 15 - HOLD HARMLESS**

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

#### **ARTICLE 16 - RETIREMENT**

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

## **ARTICLE 17 - WORKERS COMPENSATION**

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

## **ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

Section 2 - Procedure. If a decision is not returned to the Guild within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the County representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered resolved. The time limits set forth above may be extended by mutual agreement of the Employer and the Guild. The grievance procedure shall consist of the following listed steps unless waived by mutual consent of the parties.

Step 1. The grievance shall be filed by the employee or Guild Representative with the employee's Lieutenant within fifteen (15) working days of the occurrence which gave rise to the grievance or when the employee or Guild should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the Lieutenant shall meet with the employee. Within fifteen (15) 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 Guild Designee. Only the Guild may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Executive or Labor Relations Designee within thirty (30) 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 American Arbitration Association, the Public Employment Relations Commission (PERC) or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

Section 3. The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each side shall bear its own expenses and fees incumbent in presenting their respective case to the arbitrator, including attorney's fees.

Section 4. The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Guild or employee may have and which relate to or concern the employee and the Employer; provided, however, in alleged discrimination issues, in violation of subsection Section 2.1, an employee shall elect to apply the grievance procedure or other forum, but not both.

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

Section 5. Guild class grievances may be initiated at Step 2 of the grievance procedure. If any two (2) or more employees have essentially the same grievance they may collectively present and pursue their grievance(s).

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

Section 7. Employees testifying in grievance proceedings shall suffer no loss of pay or charge to leave for the period reasonably required for their appearance if they are otherwise in a pay and duty status.

## **ARTICLE 19 - EMPLOYEE RIGHTS**

Section 1 – Just Cause. Disciplinary action shall be imposed on a bargaining unit employee only for just cause.

Section 2. Any employee in the Bargaining Unit, when being questioned in a pre-disciplinary meeting by the employer about matters which may result in discipline, suspension, demotion, and/or termination, shall be advised of their right to be represented by a Guild Representative, Executive Board member, or Guild staff representative present within a reasonable length of time. Before questioning, the employee will be advised of the general nature of the inquiry including the basic factual allegations of the complaint and be advised of whether he/she is believed to be a witness or suspect. When the Employer initiates disciplinary action in response to a charge or complaint by a third party, the employee shall be apprised of the allegation and the accusing party shall be identified. Investigations by the Employer as the result of an allegation are not considered the initiation of a disciplinary action.

Section 3. 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 4. The Department may, and upon request of the employee shall, tape-record the investigatory interview. If an investigatory interview is recorded by the Department, the Guild may record as well. The employee may receive, upon request, a copy of the taped/transcribed (if made) interview.

Section 5. No employee shall be required to take a polygraph test or similar test as a condition of continued employment.

Section 6. The Employer shall make reasonable efforts to furnish the Guild a copy of all final disciplinary actions.

Section 7. Employees shall be permitted to review their personnel file during normal business hours by appointment, on their own time. An employee may, at their request, have placed in their personnel file a statement containing the employee's rebuttal to any information in their personnel file.

## **ARTICLE 20 - LABOR/MANAGEMENT RELATIONS COMMITTEE**

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

## **ARTICLE 21 - NO STRIKE-NO LOCKOUT**

Section 1 - No Work Stoppage. The employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, any sympathy strike, refusal to cross a picket line, slowdown, or refusal to perform any customarily assigned duties, sick leave absence

which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2 – Guild Responsibility. Upon notification in writing by the County to the Guild that any of its members are engaged in work stoppage, the Guild shall immediately, in writing, order such employee to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Guild shall publicly order such employees to cease engaging in such a work stoppage.

Section 3 - No Lockout. The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a riot, civil commotion, due to acts of nature, or similar circumstances for the protection of property shall not be deemed a lockout.

Section 4 - Penalties. Any employee who commits any act prohibited in this article may be subject to discipline up to and including discharge, as determined by the County.

## **ARTICLE 22 - SAVINGS**

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

## **ARTICLE 23 - SUBCONTRACTING**

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

At least seventy-five (75) days prior to implementing a decision to subcontract, the County shall advise the Guild in writing that the County is considering subcontracting for services presently being performed by Guild members. Upon request by the Guild, the parties shall meet to allow the Guild an opportunity to present any alternative means besides subcontracting for the County to consider. The County has the final decision to subcontract. That final decision will be made after considering alternatives, if any, presented by the Guild during the notice period. If no alternatives are presented during the notice period the County's decision may be implemented without further notice. If the

County implements subcontracting in accordance with this section, the County shall negotiate with the Guild the effects of subcontracting upon the laid-off bargaining members.

**ARTICLE 24 - SAFETY AND SANITATION**

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

**ARTICLE 25 - MATTERS COVERED AND COMPLETE AGREEMENT**

Section 1. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made.

Section 2. The failure of the Guild to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the Employer to exercise any rights reserved to it or its exercise of any such right in a peculiar way shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.

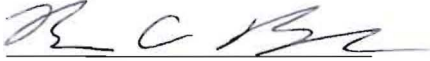
**ARTICLE 26 - TERM OF AGREEMENT**

This Agreement shall be effective January 1, 2013 for all those who are on the employer'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, but excluding all others, 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, 2015.


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

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 11<sup>th</sup> day of March, 2014.

PIERCE COUNTY CORRECTIONS GUILD:

By:   
Brian Blowers  
Guild President

PIERCE COUNTY:

By:   
for: Pat McCarthy  
County Executive

By:   
Joe Carrillo  
Chief Negotiator



**APPENDIX "A"**

**HOURLY PAY RATES**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>Correctional Sergeant 2S 05</u>						
01/01/2013	\$32.51	\$34.11	\$35.80	\$37.64	\$39.51	
<u>Corrections Deputy 2S 03</u>						
01/01/2013	\$24.50	\$26.83	\$28.13	\$29.51	\$30.99	\$31.76

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