

January 1, 2004 – December 31, 2006

C O N T R A C T

By and Between

PIERCE COUNTY

and

COUNCIL 2

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

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2004 - 2006

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LOCAL 3752 - CORRECTIONS AND DETENTION**

ARTICLE 1

This Agreement is made and entered into by and between Pierce County for its operations listed below, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, AFL-CIO; and Washington State Council of County and City Employees, AFSCME, Council 2, hereinafter referred to as the "Union."

ARTICLE 2 - NONDISCRIMINATION

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

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

ARTICLE 3 - RECOGNITION AND UNION SECURITY

Section 1. The employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full time and regular part-time employees of the Pierce County Corrections and Detention Center, including Correctional Sergeants and

Correctional Officers, but excluding those employees represented by other labor contracts, supervisors, confidential employees, and all others.

Section 2.

Section 2.1 - Union Security. All employees in the Bargaining Unit who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members of the Union 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 Union in good standing for the duration of this Agreement, except as provided in Article 3, Section 2.2, provided however, that any employee who is a member of the Union shall have the right to withdraw from membership during the last twenty (20) days before the expiration date of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of Article 3. Employees who wish to withdraw must do so in writing to Pierce County Personnel and the local union president.

"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 Union.

The termination of any employee for failure to comply with the provisions of this Article shall be on written notice from the Union 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 Union 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 Union 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 Washington State Council of County and City Employees. Employees wishing to cancel the written authorization for dues deduction, must notify the County and Union in writing, at which time the County will discontinue the deduction.

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

Section 5. An authorized officer of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule. There shall be no more than one (1) shop steward for each of the three main shifts except where operations are physically separated as mutually agreed to between the Union Business Representative and the Personnel 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 Union Business. The officers and designated Union 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 union business. Examples of Union business would include employee organization, solicitation of membership, collection of dues, campaigning for offices, attending meetings, conventions, memorials, funerals, etc.

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

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

Section 10. The Union 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 - Union Use of Bulletin Boards. The County agrees to allow the Union to use designated departmental bulletin boards within the PCSDCC for the purpose of posting notices of union meetings, union election returns, union appointments to office, union recreational or social

affairs, etc. The Union shall be solely responsible for material placed upon the boards by the appropriate union representative.

Section 12 - Labor-Management Business. Unless specifically authorized by the Sheriff or his designee, no more than two (2) Union representatives shall attend labor-management meetings while on duty. Union representatives authorized to attend labor-management meetings while on duty shall not suffer any loss of pay. This forum shall not be used as a substitute for the existing grievance procedure, nor as a substitute for formal contract negotiations. The members will not discuss any concerns which have not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and the Pierce County Charter, subject only to the limitations stated in this Agreement:

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

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 officer with an officer on overtime or in those instances where overtime or compensatory time is already being utilized by the affected unit to replace an officer 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 involuntarily transfer or reassignment of an employee if such would cause a hardship on the employee. The County will advise the requesting employee of its decision.

Section 10 - Shift Bidding. Shift bidding shall be conducted annually starting with the bid process commencing on the last Monday 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 the Pierce County Civil Service Rules and relevant portions of the collective bargaining agreement.
5. Probationary employees will not be able to bid for shifts; but, if their probationary period ends prior to the start of a 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 Union.
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 Union, 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.

2004. Employees shall be granted a 2.5% wage adjustment effective January 1, 2004.

2005. Employees shall be granted a wage adjustment equal to 100% of the bimonthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2004 (for information from June 2004 compared to the 12 months beginning June 2003), but not less than 2.5% nor greater than 5.5%, effective January 1, 2005.

2006. Employees shall be granted a wage adjustment equal to 100% of the bimonthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2005 (for information from June 2005 compared to the 12 months beginning June 2004), but not less than 2.5% nor greater than 5.5%, effective January 1, 2006.

Note: Effective January 1, 1990, all payments for shooting pay were discontinued and an additional 0.66% was incorporated into the base wage rate for classifications eligible to receive shooting pay (Correctional Officer and Correctional Sergeant). Further, the uniform cleaning allowances previously referenced in Section 5 were discontinued effective January 1, 1990, and all such payments ceased and an additional 0.60% was incorporated into the base wage rate for all bargaining unit classifications. Pay rates of classifications eligible to receive both shooting pay and uniform cleaning allowance were increased by 01.26% overall.

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 checks 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.

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 officers 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.

Effective January 1, 1990, a cleaning allowance was discontinued; employees shall be responsible for cleaning of their uniforms at their own expense.

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 - Shooting Pay. Effective January 1, 1990, the provisions for shooting pay were deleted from this agreement and all payments for such ceased. Per this agreement, an amount equal to 0.66% was added to salaries in lieu of future shooting pay allowances.

Section 11 - Call-Out. Employees called to return to work after leaving the workplace at the end of a shift and before the start of their next scheduled shift shall be compensated at the rate of time and one-half for 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. Officers 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 Officers 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 effect of alcohol and/or any controlled substance and in tel-a-communications (e.g. beeper, radio, phone) and so immediately available.

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

ARTICLE 7 - SENIORITY

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

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

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

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

ARTICLE 8 - REDUCTION IN FORCE

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

Section 2. In the event of a reduction in force due to lack of work, lack of funds or reorganization, layoffs will occur in accordance with the Pierce County Sheriff's Employees Civil Service Rules. No regular or probationary employee shall be laid off while there are temporary or provisional employees serving in the same classification.

Section 3 - Referral to Other Departments. Employees laid off by the Employer who are desirous of reemployment in other operations of the County while on layoff from the Bargaining Unit under this Agreement shall notify the Employer's Personnel Office and shall complete a layoff personnel form as lateral or lower level positions open for which they are potentially qualified. If qualified, such employees will be referred for consideration prior to hiring new employees. Employees hired in a different department or new classification series in the same department will be subject to a new probationary period.

ARTICLE 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 Personnel 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 between approximately February 1 and February 28 of each calendar year. 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. Effective October 1, 2001, the maximum 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 officers assigned to the shift.
Swing Shift:	10% of the total number of officers assigned to the shift.
Graveyard Shift:	10% of the total number of officers assigned to the shift.
Support Squad:	10% of the total number of officers 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 85 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 Union will be notified prior to any such adjustments and, time permitting, will be afforded the opportunity to offer suggestions as to how the emergency adjustments could be accomplished with the least disruption of existing schedules.

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 Personnel Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

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

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

Section 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.

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.

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 request a statement including the nature and severity of the illness or injury, relationship to the employee and a statement of need for care or attendance of the employee.

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.

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. For purposes of sections 11.6, 11.7, and 11.8 "eligible employees" shall be defined as employees hired prior to May 20, 1991.

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 fifteen (15) workdays during each year beginning October 1st and ending the following September 30th, provided the request for such leave is in writing and accompanied by a validated copy of military orders. Employees entering military service for more than fifteen (15) 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 Personnel Director or designee, and the Civil Service Commission.

Section 2 - Impact on Accruals. All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying his/her own medical benefit cost while in an unpaid leave status to insure continued coverage.

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

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

The employment of an employee failing to return from a leave of absence within the time interval approved shall be terminated. However, in the event the employee is unable to return to work on the date specified due to verifiable illness or injury and has so advised the Employer prior to the ending date of the approved leave, the Employer will review the circumstances on an individual case basis

upon verification by a physician of the illness or injury. Due to emergency situations, unpaid leaves of absence may be extended with approval of the Personnel Director or designee.

Section 3 - Discontinuance of Benefits. Except as otherwise provided by law, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 14) for a period not to exceed twelve (12) months. Employees shall retain their anniversary date during a leave of absence without pay caused by an on-the-job injury and shall receive step increases per Article 6, Section 2.

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

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

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

ARTICLE 14 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE

Section 1. The employer will pay a maximum of \$660.04 per month for eligible full-time employees and their dependents for negotiated medical, vision and prescription drug benefits for the period January 1, 2004 through December 31, 2004.

For the Regence Selections Plan, the monthly premium paid by the County shall be \$660.04.

For the Regence Preferred Plan, the entire monthly premium shall be \$710.93. The monthly premium paid by the County shall be \$650.04 and the employee shall pay the remaining amount of

\$60.89 per month through payroll deduction.

For the Regence FourFront Plan, the monthly premium paid by the County shall be \$632.13.

For the Group Health Plan, the monthly premium paid by the County shall be \$497.58

Section 2. The employer will pay a maximum of \$117.26 per month for eligible full-time employees and their dependents for dental benefits for the period January 1, 2004 through December 31, 2004.

For the Washington Dental Service Plan, the monthly premium paid by the County shall be \$117.26.

For the Willamette Dental of Washington Plan, the monthly premium paid by the County shall be \$87.84.

Section 3. The employer will pay a maximum monthly life insurance premium of \$1.80 for \$10,000 of group term life insurance for eligible full-time employees for the period January 1, 2004 through December 31, 2004.

Section 4. For calendar year 2005, the parties agree to reopen negotiations on overall plan design and level of contributions by the parties.

Section 5. For calendar year 2006, the parties agree to reopen negotiations on overall plan design and level of contribution by the parties, provided an agreement cannot be reached as part of the calendar year 2005 negotiations.

Section 6. The Employer will pay a pro-rata share of medical, dental and life insurance premium costs for regular part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to full-time hours for those employees who elect coverage. Regular part-time employees who choose the Regence Preferred Plan shall pay the excess premium above \$650.04 per month in addition to their pro-rata share of the County's premium.

Section 7. Regular part-time employees and employees on authorized leaves of absence without pay shall be permitted to select the health benefit coverage of their choice, at the employees' expense, i.e. health insurance, dental insurance and/or life insurance. Employees on authorized leaves of absence without pay who elect not to retain any coverage during the period of the leave of absence shall be required to serve any plan-required waiting period upon re-enrollment. Employees on approved leave under the Family and Medical Leave Act of 1993, as amended, shall be provided benefit continuation in accordance with the provisions of that Act.

Section 8. The Employer 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, 2004 and continuing for the duration of the agreement. The Employer shall pay any administrative premium or cost of the plan for the duration of the agreement. All plan contributions will be at the option of the employee within the limitations of the plan and at the employee's expense.

ARTICLE 15 - HOLD HARMLESS

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

ARTICLE 16 - RETIREMENT

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

ARTICLE 17 - WORKERS COMPENSATION

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

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

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

Section 2 - Procedure. If a decision is not returned to the Union within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the County representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered resolved.

Step 1. The grievance shall be filed by the employee or shop steward with the employee's Lieutenant within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the Lieutenant shall meet with the employee. Within five (5) working days thereafter, a written decision shall be given to the employee.

Step 2. If a grievance is not settled at Step 1, it may be presented to the Bureau Chief or designee. The grievance shall be submitted within ten (10) working days after receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Corrections Administrator or designee, shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Step 3. If the grievance is not settled at Step 2, it may be presented to the Sheriff or designee. The grievance shall be submitted within ten (10) working days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Sheriff or designee, shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Step 4. If the grievance is not settled at Step 3, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within ten (10) working days after receipt of the decision at Step 3 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the County Executive or Labor Relations Designee, shall meet with the employee and/or

representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Step 5. If a grievance is not resolved under Step 4, an arbitration request may be submitted by the Union Designee. Only signatories to this agreement may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Executive or Labor Relations Designee within thirty (30) working days from the date the decision was rendered at Step 4. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

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

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

Section 4. The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employee may have and which relate to or concern the employee and the Employer; provided, however, in alleged discrimination issues, in violation of 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. Union class grievances may be initiated at Step 2 of the grievance procedure. If any two (2) or more employees have essentially the same grievance they may collectively present and pursue their grievance(s).

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

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

ARTICLE 19 - EMPLOYEE RIGHTS

Section 1. Any employee in the Bargaining Unit, when being questioned in a pre-disciplinary meeting by the employer about matters which may result in discipline, suspension, demotion, and/or termination, has the right to be represented by a union shop steward, Executive Board member, or union staff representative present within a reasonable length of time. When the Employer initiates disciplinary action in response to a charge or complaint by a third party, the employee shall be apprised of the allegation and the accusing party shall be identified. Investigations by the Employer as the result of an allegation are not considered the initiation of a disciplinary action.

Section 2. The questioning by the Employer in such pre-disciplinary meeting shall be during normal County business hours or the employee's normal work hours, unless agreed to be held at other times by the employee. The questioning of the employee shall take place in a reasonably private location. The questioning shall not be unreasonably long, and the employee shall be entitled to brief intermissions for the purpose of attending to personal necessities, meals, telephone calls and rest periods.

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

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

ARTICLE 20 - LABOR/MANAGEMENT RELATIONS COMMITTEE

The Union and the Employer agree to establish and maintain a joint labor/ management committee, consisting of two Union representatives appointed by the Union and two management representatives appointed by the Employer. The purpose of this committee will be to provide a forum to discuss matters of interest to either party. However, the committee is not to be used as a substitute for the existing grievance procedure, nor as a substitute for formal contract negotiations.

The committee will not discuss any concerns which the members feel have not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

ARTICLE 21 - NO STRIKE-NO LOCKOUT

Section 1 - No Work Stoppage. The employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, any sympathy strike, refusal to cross a picket line, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2 - Union Responsibility. Upon notification in writing by the County to Local 3752 CD that any of its members are engaged in work stoppage, the Union shall immediately, in writing, order such employee to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

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

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

ARTICLE 22 - SAVINGS

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

ARTICLE 23 - SUBCONTRACTING

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

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

ARTICLE 24 - SAFETY AND SANITATION

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

ARTICLE 25 - MATTERS COVERED AND COMPLETE AGREEMENT

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

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

ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall be effective upon execution, except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2006. Retroactive application of any provision under Article 6 of this Agreement will be made only to those employees who are on the County payroll as of the execution date of this Agreement.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 20_____.

COUNCIL 2, WASHINGTON STATE
COUNCIL OF COUNTY AND CITY
EMPLOYEES, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME), AFL-CIO,
LOCAL 3752- CORRECTIONS AND
DETENTION UNIT:

PIERCE COUNTY:

By: _____
Brock Logan
Staff Representative

By: _____
John Ladenburg
County Executive

By: _____
Steve Berry
Local 3752CD President

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>						
01/01/2004	25.90	27.16	28.51	29.96	31.45	
01/01/2005	See Article 6.1					
01/01/2006	See Article 6.1					
 <u>Correctional Officer 2S 03</u>						
01/01/2004	18.57	19.50	21.37	22.39	23.50	24.66
01/01/2005	See Article 6.1					
01/01/2006	See Article 6.1					

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