

By and Between

PIERCE COUNTY

and

**PIERCE COUNTY DEPUTY SHERIFFS'
INDEPENDENT GUILD, LOCAL NO. 1889**

January 1, 2016 – December 31, 2017

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January 1, 2016 – December 31, 2017

CONTRACT

By and Between

PIERCE COUNTY

and

**PIERCE COUNTY DEPUTY SHERIFFS'
INDEPENDENT GUILD, LOCAL NO. 1889**

ARTICLE 1

This Agreement is made and entered into by and between Pierce County, hereinafter referred to as the "Employer", and Pierce County Deputy Sheriffs' Independent Guild, Local No. 1889, hereinafter referred to as the "Guild".

ARTICLE 2 - NONDISCRIMINATION

2.1 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 the presence of any sensory, mental or physical disabilities; or the use of trained guide dog or service animal by a disabled person.

2.2 No employee shall be discharged or discriminated against for upholding lawful Guild activities, fulfilling duties as an officer in the Guild or serving on a Guild committee or as a member of the Guild.

ARTICLE 3 - RECOGNITION AND GUILD SECURITY

3.1 The Employer hereby recognizes the Guild as the sole and exclusive bargaining agent relative to wages, hours, and working conditions for its deputies, sergeants, lieutenants, and detectives as certified by the Public Employment Relations Commission, 1050 PECB, of December 18, 1980, as well as detective sergeants, public information officer, and Guild members assigned as a contract chief. This excludes captains and above, who are deemed to be supervisory employees (and, therefore, part of management), and those employees who are agreed to be part of separate and distinct bargaining units, confidential employees, and all others.

3.2

3.2.1 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 persons employed in the bargaining unit on the effective date of this Agreement who were not members of the Guild on the effective date of this Agreement shall, as a condition of employment, within ninety (90) days of the execution of this Agreement, either become and remain members of the Guild in good standing for the duration of this Agreement or become and remain fair-share contributors in good standing for the duration of this Agreement. All new employees employed in the bargaining unit after the effective date of this Agreement shall, as a condition of employment, within thirty (30) days after the commencement of employment, either become and remain members of the Guild in good standing for the duration of this Agreement, or become and remain fair-share contributors in good standing for the duration of this Agreement.

3.2.2 "Members of the Guild in good standing" as used in paragraph 3.2.1, 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 and that the employee has otherwise fully complied with all duties and responsibilities required for full membership in the Guild.

3.2.3 "Fair-share contributors in good standing," as used in paragraph 3.2.1, shall mean that the employee has paid timely or offered to pay the uniform fair-share contribution fee designated by the Guild to reimburse the Guild for collective bargaining, contract administration, grievance adjustment and all other expenses incurred by the Guild in representing the interest of such bargaining unit employees with respect to wages, hours, personnel policies, practices and procedures and other matters affecting their general working conditions. "Fair-share contributors" shall have an equal voice on collective bargaining proposals and contract ratification proceedings.

3.2.4 The dismissal of any employee for failure to comply with the provisions of this Article 3 shall be on written notice from the Guild to the Employer and the employee setting forth the reasons for the employee's delinquent status and permitting the employee thirty (30) calendar days from the receipt of such notice to bring the employee's Guild membership or fair-share contributor status into good standing.

3.2.5 Any employee who, pursuant to RCW 41.56.122 (1) asserts the right of nonassociation based on bona fide religious tenets, shall notify the Guild, in writing, of the claim of right of nonassociation and shall, at the same time, provide the Guild with the name(s) and address(es) of one or more nonreligious charitable organizations to which the employee is prepared to make alternative payments in an amount equal to regular Guild dues in lieu of payments required by the Guild security provisions set forth hereinabove. Within sixty (60) days after it is served with written notice of a claimed right of nonassociation, the Guild shall respond to the employee, in writing, both as to the eligibility of the employee to make such alternative payments and as to the charitable organization(s) suggested by the employee. If

the Guild acknowledges the eligibility of such employee to make alternative payments, the alternative payments shall be made to a nonreligious charity or to other charitable organization(s) mutually agreed upon by the employee affected in the Guild. The employee shall furnish written proof to the Guild monthly confirming that such payments have been made. In the event of a disagreement between an employee and the Guild as to the eligibility of such employee to make alternative payments or as to the organization which is to receive such payments, either the employee or the Guild may file with the Public Employment Relations Commission for declaratory ruling on the Guild security obligations of the affected employee.

3.2.6 The Employer, upon written request by the Guild, shall discharge any employee within thirty (30) calendar days after receipt of notice from the Guild that the employee has failed to maintain status as a Guild member in good standing or as a fair-share contributor in good standing, whichever required status is applicable.

3.3 The Employer agrees that upon written authorization of any employee who is a member of the Bargaining Unit, the Employer shall deduct from the pay of said employee the monthly amount of dues or fair-share contribution, but that amount only, as certified by the Financial Secretary of the Guild. If the employee wishes to cancel the written authorization for dues deduction, he must notify the Employer and Guild in writing, at which time the Employer will discontinue the deduction. In addition, beginning in the first pay period in January 2014, if authorized, the County shall deduct two (2) hours from each employee's vacation leave or furlough account annually and credit those hours towards the central leave pool for use by Guild Officers or members as approved by the Guild Executive Board for Guild business. The County shall provide for such deductions upon receipt of written authorization from any bargaining unit member. The bargaining unit member shall specify from which account (vacation leave or furlough leave) the hours will be deducted. If the employee wishes to cancel the written authorization for vacation leave/furlough deduction, they must notify the Employer and the Guild in writing, at which time the Employer will discontinue the deduction for the following year. The Guild may also request, in writing, to suspend the leave/furlough deduction on an annual basis.

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

3.5 An authorized officer or designated attorney 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. The Employer will recognize Shop Stewards (to be designated by the Guild) from among the employees in the unit. The Guild agrees to inform the Employer of the names of its authorized Stewards, their areas of assignment and other designated representatives.

3.6 Shift Changes for Guild Representatives. In order to permit a Guild representative working swing or graveyard shift to participate in a grievance, appeal, official hearing, investigation, meeting of departmental board, authorized committee meeting, or other representational activity, the employer will make a special effort to accommodate any requested shift change. The requests for change in shift hours shall be verbally presented by the Guild representative to the representative's supervisor with as much advance notice as possible. The request shall be acted upon by the Employer's designated representative in the departmental chain of command.

3.7 Release for Guild Business.

3.7.1 Internal Guild Business. The Guild President and other elected officers and designated Guild representatives will be charged the leave of their choice (annual leave, furlough leave or leave without pay) when they are absent from work to perform internal Guild business, as opposed to department authorized attendance while on duty at joint meetings involving both labor and management representatives. Examples of internal Guild business would include employee organization, solicitation of membership other than at new employee orientation sessions in accordance with current practice, collection of dues, campaigning for Guild offices, attending legislative hearings and meetings with members of the State legislature other than as an authorized department representative, etc. Other members of the bargaining unit will be allowed to transfer either vacation days or furlough days to a central leave pool for use by the Guild President or other elected officers or designated Guild representatives when taking annual leave or furlough leave to perform internal Guild business.

3.7.2 Labor-Management Business. Guild representatives shall not suffer any loss of pay for department authorized attendance at joint labor-management meetings while on duty.

3.7.3 Contract Negotiations. Pay status of Guild negotiators shall be determined prior to the commencement of such negotiations.

3.8 Guild President, Day Shift Assignment. Upon request by the Guild President, the Employer shall assign the Guild President to day shift Traffic subject to the following: (1) the Guild President's assignment shall not displace or replace any other officer assigned to day shift Traffic and (2) the Guild President shall not be subject to any existing application, selection or duration of assignment rules otherwise applicable to an assignment in the Traffic unit. This assignment accommodation is made in order to facilitate the Guild President's participation in meetings with the Employer and other appropriate labor-management business as permitted by law. If the Guild President is in any classification other than Deputy, the parties agree to meet and renegotiate this section.

3.9 Notification of Supervisor When Released for Guild Activity. Before leaving the work area or otherwise devoting pay status time (annual leave, furlough leave or unpaid leave) to the performance of Guild business, the Guild President, other elected officers or designated Guild representatives will notify their supervisor, receive approval and will also notify their supervisor when they return.

3.10 The Pierce County Charter shall prevail; provided, a Charter Amendment may not amend a provision of the existing Agreement but shall take effect upon the effective date of any successor Agreement. If provisions contained in this Agreement relating to wages, hours and working conditions are in conflict with the County ordinances pertaining thereto, the terms of the Agreement shall prevail.

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

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

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 expressly stated in this Agreement:

- 1) To plan, direct, control and determine all the operations and services of the Employer;
- 2) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
- 3) To schedule and assign work;
- 4) To establish work and performance standards and, from time to time, to change those standards;
- 5) To assign overtime;
- 6) To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work;
- 7) To make and enforce reasonable rules and regulations;
- 8) To discipline, suspend and discharge employees for just cause (probationary employees without cause);
- 9) To change or eliminate existing methods, equipment or facilities.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

The Employer shall adopt the Section 207 (K) exemption under the Fair Labor Standards Act (FLSA). In doing so, the parties mutually agree, for purposes of the FLSA and this contract, to establish a seven consecutive day work period for each employee in the bargaining unit, consistent with the hours of work and overtime provisions set forth herein;

5.1 The basic work day shall be either a regularly scheduled primary work day consisting of eight (8) consecutive hours or a regularly scheduled work day consisting of ten (10) consecutive hours. The basic work week shall be either five (5) consecutive eight (8) hour work days or four (4) consecutive ten (10) hour work days; in no event shall a basic work week consist of more than forty (40) hours per week. The basic work day shall include any turnout training. The Employer may, in the event of exigent circumstances or in the interest of more efficient operations, establish a work schedule departing from the previously established basic work day and/or basic work week provided that such does not result in the employee working more than forty (40) hours per week within the employee's seven consecutive day work period, inclusive of turn-out training for those deputies who are required to report for turn-out.

5.1.1 If the Executive elects to provide schedules requiring a work week of four (4) consecutive ten (10) hour days, overtime and other contract language relative to eight (8) hour days shall be converted to ten (10) hour application.

5.1.2 Employees on Administrative Assignment and/or disciplinary suspensions may be placed on eight (8) hour days at department discretion.

5.2 Overtime shall be paid for authorized hours worked in excess of the compensated basic work day or compensated basic work week or such regularly assigned special shift or work week which may be designated by the Employer pursuant to Section 5.1 hereinabove. Payment for authorized overtime hours worked shall be in the form of cash remuneration.

5.3 No Pyramiding. Compensation from Pierce County, whether regular, overtime or premium, shall not be paid more than once for the same hours under any provision of this Article or the Agreement except as provided in Article 6.9, On-Call. Only one premium overtime pay provision shall be paid at a time, except as provided in Article 6.9, On-Call.

5.4 Authorized Overtime - Defined. Authorized overtime is defined as follows:

- (1) Work performed and/or related to any mandatory appearance as defined in 5.5;
- (2) Emergency overtime as further defined in 5.4.2; or
- (3) Any work performed at the direction of a superior officer which is in excess of the established work day or work week.

5.4.1 Any request for overtime compensation related to mandatory or required appearance or attendance while off duty will be documented by a written statement of the activity or

duty performed, reviewed by a superior officer and authorized for payment, if authorized according to this Agreement.

5.4.2 "Emergency overtime" shall be defined as self-initiated overtime in support of a fellow officer or in pursuit of other action falling within the scope of department guidelines. Under emergency circumstances where the off-duty officer's supervisor is not available to grant prior authorization or where the emergency nature of the overtime work makes prior contact with the supervisor impractical; the officer working such overtime shall immediately contact the shift supervisor for authorization to continue the overtime as soon as the emergency circumstances permit.

5.5 Overtime for Mandatory Appearance. A minimum of two (2) hours of overtime pay shall be paid for the following:

- (1) Any one (1) appearance in district court, superior court or other formal tribunal or hearing arising out of the employee's on-duty employment, or off-duty employment as further defined in 5.6.6;
- (2) An appearance or attendance which is mandatory or required by issuance of a subpoena or other formal notice (authority) to appear, such as deposition notices, civil arbitration notices, notice of trial, notice to appear before a hearing board such as parole, mental health, license revocation, etc.;
- (3) When an officer must appear for any mandatory meeting scheduled by the department outside the officer's regularly scheduled duty hours including Accident Review Board, Board of Professional Standards, internal affairs interview, disciplinary meetings with the employee's chain of command, selection board, or a meeting with a supervisor;
- (4) Any written or oral department directive or memo issued by a superior officer, and which requires a member to attend any meeting, disciplinary board, hearing, etc., or other function, while off duty, and
- (5) Under circumstances authorized in Article 5.11.

Pay at the overtime rate of pay shall continue for all hours after the first two (2) hours.

This minimum pay shall only apply when the officer is called in from an off-duty status.

5.6 – Court Appearances.

5.6.1 – Lunch hour. For court appearances, the employee shall not be paid for the lunch hour unless the employee is required to work during the recess. If the court or other tribunal recesses for lunch and an appearance of the employee is required after the recess, one (1) hour will be deducted from the total time regardless of the length of the recess, unless the employee is required to work during the recess period.

5.6.2 - Double Time for Court Less than Eight (8) Hours After Work Shift or On Day Off. Notwithstanding the foregoing, officers who appear in court less than eight (8) hours after completing their work shift or who appear in court on their day off (i.e. their Saturday or Sunday equivalent or any regularly scheduled consecutive days off) shall be compensated for a minimum of two (2) hours at double their straight time rate of pay and for all time in excess of two (2) hours at the overtime rate which would otherwise apply.

For purposes of this section, the officer is responsible for ensuring that documentation is included in the overtime submission. This documentation should clearly show the time that the officer was out of service before the court appearance. In addition, for purposes of appearances on a "day off," the day off must have been a regularly scheduled day off or leave must have been scheduled prior to notification to the officer that their presence is required in court.

5.6.3 - Appearance while on L&I or Administrative Assignment. For employees on L&I or in a paid status on Administrative Assignment, the provisions of Section 5.5 – Overtime for Mandatory Appearance shall apply when an officer is called to report outside of assigned hours.

5.6.4 - Employee Responsibility to Call In. Employees must call the assigned prosecutor during the last business day preceding the date of the employee's scheduled appearance to verify whether the court appearance has been canceled or rescheduled. If the court appearance is changed subsequent to the employee checking with the assigned prosecutor, the employee shall be entitled to a minimum of two (2) hours at the applicable overtime rate of pay.

5.6.5 - Telephonic Testimony. When an officer's "appearance" under Section 5.5(1) or any provision of 5.6 is by telephonic testimony instead of an actual personal appearance in court, the employee shall be paid for a minimum of one (1) hour at their straight time rate of pay.

5.6.6 Court Time - Related to Arrests During Outside Employment and Off-Duty Activities. Overtime will be paid in accordance with Article 5.5 for court appearances required as a result of arrests made by an off-duty employee when the employee exercises power of arrest off-duty or when otherwise required by the FLSA.

5.6.7 Court Appearance, Cancellation, Continuances - Two-Hour Minimum Rule. Whenever a court or hearing appearance is set for a day off or vacation day (annual or furlough), and less than a twelve (12) hour notice of continuation or cancellation is received, the employee shall be entitled to receive the two (2) hour minimum. Whenever a court or hearing appearance is set for a time other than during a normal shift, excluding vacations (annual or furlough) and days off, and less than an eight (8) hour notice of continuation or cancellation is received, the employee shall be entitled to receive the two (2) hour minimum. For purposes of this section, the annual or furlough leave must have been scheduled prior to notification to the officer that their presence is required.

5.7 Recording of Overtime. Overtime will be 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. This rule shall apply per incident on a daily basis, and is not cumulative per week.

5.8 Advisement of Supervisor - Overtime Status. Except as provided in Section 5.4.2, employees working beyond their normal shift into an overtime situation shall advise an on-duty supervisor of their status to allow for proper authorization in advance of working such overtime.

5.9 Overtime Compensation for Call-Out. A “call-out” is defined as an employee returning to duty from an off-duty status to respond to an incident which is not scheduled in advance. With the exception of court subpoenas, mandatory appearances, speeches or written directives from a supervisor or higher authority, overtime for a call-out begins when an officer is notified of a need to return to duty and the officer takes actual physical efforts to respond to the dispatch area, precinct or office. Overtime computation shall terminate upon leaving the incident, dispatch area, precinct or office. The three (3) hour minimum for "call out" applies, except as provided below.

If an employee has taken steps necessary to respond from an off-duty status and has been enroute for 30 minutes or more or has arrived on scene, then the three (3) hour minimum for “call out” applies. If an employee has taken steps necessary to respond from an off-duty status and has been enroute less than 30 minutes when the call is cancelled and has not arrived at the scene of the incident, then a one (1) hour minimum for “call-out” applies.

5.9.1 - Overtime for Out-of-County Residents. For officers who reside outside Pierce County, Section 5.9 – Overtime Compensation for Call-Out shall be modified so that computation of overtime begins when the officer enters the boundaries of Pierce County. Overtime compensation shall end in accordance with the provisions of Section 5.9 - Overtime Compensation for Call-Out.

5.10 Assignment of Talks - Public Appearances. Any department member assigned a public speaking engagement or directed to appear before a public gathering as a representative of the department shall receive a minimum of two (2) hours overtime if the speech or appearance is performed on other than normal shift. In the event the public appearance requires more than two (2) hours, the employee shall receive compensation for all time in excess of two (2) hours at the overtime rate which would otherwise apply.

5.11 Trips, Conferences, Schools, Training. Overtime will not be paid for trips, conferences, and schooling other than in-service training one day or less, or shooting time (for pay or practice), unless required by FLSA. If the employer schedules a prisoner transport for completion within the employee's work day, (typically the western half of the State) and the prisoner transport extends beyond the basic work day, due to circumstances beyond the control of the transporting officer, allowance for overtime will be made. Prisoner transport which is scheduled to take two or more days will not include allowance for overtime, unless otherwise required by FLSA, and will be assigned on a volunteer basis, if possible.

5.12 Voluntary Exchange of Duty Assignments. Permanent employees may voluntarily exchange their regularly scheduled shifts or work days with prior authorization by the Employer. Any such shift or workday exchange shall fall within the same pay period. Notwithstanding any provisions in this Article or practice to the contrary, employees performing work during a shift or work day which has been exchanged with another employee shall be paid at a straight-time rate of compensation and shall not be paid overtime unless the employee is directed to perform duties beyond the regularly established basic work day.

5.13 Off-Duty Telephone Calls. Telephone calls received during off-duty time relating to Department business of an urgent/emergency nature that cannot be conducted during normal work time and which are six (6) minutes or more in length shall be paid at the overtime rate of pay. Actual time paid shall be rounded down to the nearest tenth of an hour. This section shall not apply to employees who are on on-call in accordance with Article 6.9. This section shall not apply to employees who are on stand-by status in accordance with Article 6.10, unless the aggregate time spent responding to calls while on stand-by exceeds two (2) hours.

ARTICLE 6 - WAGES

6.1 Wages. All employees in the bargaining unit on the execution date of this contract and all former bargaining unit employees who separated from service because of an on-duty or off-duty disability at any time between January 1, 2013 and the execution date of this contract and all former bargaining unit employees who commenced receiving normal service retirement compensation from the State of Washington at any time between January 1, 2013 and the execution date of this contract, shall be paid in accordance with the salary schedule attached hereto and marked "Appendix A" retroactive to January 1, 2013 or their date of hire, whichever is later, for any hours worked from or after January 1, 2013.

6.1.1 – 2016. Effective January 4, 2016, employees shall be granted a general wage increase of 1.1%. Effective June 20, 2016, employees shall be granted a general wage increase of 1.0%.

6.1.2 2017. Effective January 2, 2017, employees shall be granted a general wage increase of 1.5%. Effective June 19, 2017, employees shall be granted a general wage increase of 1.25%.

6.2 Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight following 11:59 p.m. Sunday. Employees shall receive their biweekly checks by 3:00 p.m. on the Friday next following the close of the pay period. If a payday falls on a holiday, the pay day shall be the preceding day. If the preceding day is also a holiday, the payday shall be the next preceding day. The payday schedule will be followed unless there is machine failure. Should payday fall on Thanksgiving week, the County may, if unable to pay on Friday, pay the following Monday. All employees will be paid via direct deposit effective no later than January 31, 2014 and checks will no longer be routinely issued.

6.3 Salary Steps.

6.3.1 - Deputies. Deputies shall advance from Step 1 to Step 2 and from Step 2 to Step 3 upon completion of 26 accruable pay cycles from their anniversary date, computed in present classification. Deputies shall advance from Step 3 through Step 7 by one step upon each completion of 13 accruable pay cycles thereafter. Newly hired Deputies shall be placed at Step 1. However, at the Sheriff's (or designee's) discretion, Deputies hired through a lateral or promotional process may be initially placed in the salary range up to Step 3.

6.3.2 – Detectives. The initial step for Detectives shall be Step 1 and the top step shall be Step 2. This position will be subject to the same one-year probationary period as other promotions, and any member receiving MPO/CPO II pay who promotes to Detective shall automatically promote to Step 2.

6.3.3 – Sergeants, Detective-Sergeants and Lieutenants. Sergeants, Detective/Sergeants and Lieutenants promoted to such bargaining unit positions shall be placed in Step 1 and shall advance from Step 1 to Step 2 on their one year anniversary date (upon completion of 26 accruable pay cycles) computed in present classification.

6.3.4 – Anniversary Date for Step Upgrades. Anniversary dates for step upgrade purposes shall be based upon consecutive compensated service including, but not limited to, temporary, provisional and probationary service. The anniversary date for step increases shall be unaffected by periods of leave-without-pay or pay cycles in which the employee was in a pay status of less than 70% of the time if the absences were caused by a line-of-duty disability. Conversely, the anniversary date shall be extended for all other leaves-of-absence-without-pay or periods in which the employee was in a pay status of less than 70% of the pay cycle if the absences were caused by reasons other than a line-of-duty disability.

6.4 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. Employees hired after December 1, 1982, shall not be eligible to participate in the longevity program. This provision is not affected by the adoption and implementation of the Career Progression Officer Program.

6.5 Examinations. The Employer shall pay any cost attributable to examinations required by the Civil Service Commission, provided this does not apply to entry level examinations. Employees shall be entitled to necessary time off, without loss of pay when on duty, to take qualifying examinations, follow-up examinations and to be present for a personal interview for any position with Pierce County. If requested by an employee, the Employer shall make an effort to adjust the employee's schedule in order to allow the employee to attend examinations while on duty.

6.6 Uniforms and Equipment.

6.6.1 Commissioned Officers required to wear a uniform while on duty will be provided two (2) issues upon employment and a third (3) issue upon satisfactory completion of six (6)

months' service. Uniforms and all other department issued equipment will be replaced on an as needed basis as determined by the Division Commander. Effective March 4, 2002, the cleaning allowance of twelve dollars (\$12.00) every two weeks (biweekly) was eliminated and was included as part of the 1% wage adjustment made March 4, 2002.

6.6.2 Commissioned Officers required to wear civilian clothing as their regular work clothing will be responsible for purchase, maintenance and replacement of such clothing. All equipment issued to such officers by the department will be replaced on an as needed basis as determined by the Division Commander. Effective March 4, 2002, the clothing allowance of fifteen dollars and sixty cents (\$15.60) every two weeks (biweekly) was eliminated and was included as part of the 1% wage adjustment made March 4, 2002.

6.6.3 Department Weapons. The Employer shall maintain all department weapons. With regard to personal weapons authorized for use in the line of duty, the Employer agrees to examine and determine the serviceability of such weapons. Minor maintenance and repair of department authorized personal weapons will be done as time allows.

6.7 Damage to Personal Property in Line of Duty. Employees who, in the line of duty, suffer loss or damage to eyeglasses and other authorized personal property 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 and fifty dollars (\$150) per item, per incident, as determined by the Employer. This section is also applicable to property which becomes contaminated by blood borne pathogens and/or bio-hazard materials in such a manner that the item(s) cannot be decontaminated in accordance with departmental decontamination protocols.

6.8 Premium Pay.

6.8.1 Hazardous Duty Pay. The Employer shall pay employees assigned as Clandestine Lab Team members, pilots, Search and Rescue, SWAT (emergency response team), bomb squad, swift water team and dive team, an extra allowance of three percent (3%) of the top step Deputy base pay per pay cycle (biweekly). Hazardous duty pay shall not be stacked under more than one hazardous duty category or with incentive pay; an employee qualifying for hazardous duty allowance under more than one of the above referenced categories shall be compensated the same as an employee qualifying under a single hazardous duty category.

6.8.2 Incentive Pay. The Employer shall pay employees assigned to marine services duty an extra allowance (i.e., incentive pay) of thirty-five dollars (\$35.00) per pay cycle (biweekly). The Employer shall pay employees assigned to motorcycle or air observer duty an extra allowance (i.e., incentive pay) of thirty-five dollars (\$35.00) per pay cycle (biweekly) for any pay cycle in which the employee actually performs authorized motorcycle or air observer functions. Incentive pay shall not be stacked with hazardous duty pay. An employee who qualifies for both hazardous duty pay and incentive pay shall receive only hazardous duty pay.

6.8.3 Firearm Proficiency Pay. Effective March 4, 2002, the Firearm Proficiency Pay was eliminated and was included as part of the 1% wage adjustment made March 4, 2002. The conditions described in the Memorandum of Understanding of June 2001 regarding shooting qualifications are not affected by the removal of the Firearm Proficiency Pay.

In order to encourage employees to engage in voluntary firearm proficiency practice throughout the year, the Employer will allow employees to use the range during non-qualification practice sessions. However, practice sessions at the range will be permitted only between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, when approved by the rangemaster and such practice use does not interfere with regularly scheduled range activities. The course of fire for practice sessions shall be set or approved by the department armorer. The range facility will continue to be closed on all weekends unless approval for use has been obtained by the Administrative Services Division Captain. Ammunition for practice sessions will be limited to a maximum of 120 rounds per officer per year, as determined by the Sheriff or his designee; provided however, additional practice ammunition for events in conjunction with other law enforcement agencies or outside organizations will be issued at the discretion of the Sheriff or his designee. Practice ammunition may not be transferred between officers, except when such ammunition has been delivered to a Supervisor to allocate. Officers who elect to utilize optional practice opportunities at an approved facility other than the Sheriff's range may receive up to the designated maximum rounds of practice ammunition, provided that such officers submit appropriate documentation/evidence of such practice, as determined by the Sheriff or designee. Firearm proficiency practice voluntarily undertaken outside of scheduled duty hours, although encouraged by the department, shall not result in any overtime compensation and the Employer will count only the score received during the required Spring and Fall shooting qualification.

6.8.4 Master Patrol Officer Pay/Career Progression Officer Program. Premium pay under the department's Master Patrol Officer Program is acknowledged to be a mandatory subject of bargaining. Advanced Patrolman Pay and Master Patrolman Pay as provided in the department's current Master Patrol Officer Program shall therefore not be altered except by mutual agreement. The department's Master Patrol Officer Program shall not be affected by the adoption and implementation of the Career Progression Officer (CPO) Program except to the extent that employees may receive one or the other but not both and any other limitation described in the Career Progression Officer Program. A revised CPO Program will be effective January 1, 2008. The CPO Program applies to both deputies and promoted ranks.

6.8.5 Resident Deputy Supplemental Pay. The Employer shall pay employees with the rank of deputy who were assigned as resident deputies as of July 2002 an extra allowance (i.e. supplemental pay) of twelve dollars and sixty-nine cents (\$12.69) per pay cycle (biweekly). Resident Deputy Supplemental Pay shall be a premium pay supplement to the officer's base pay and may be stacked with either hazardous duty pay under section 6.8.1 or incentive pay under section 6.8.2. In accordance with Section 17 of the Career Progression Officer program implemented effective July 2002, Deputies who were receiving Resident Deputy pay as of July 2002 will continue to receive that pay until they leave the position.

At that time, the pay will end for that position. The next employee assigned to that position will not receive the pay.

6.8.6 Resident Sergeant Pay: Those Sergeants assigned as “Resident Detachment Sergeants” shall receive a five percent (5%) premium over their base wage rate effective January 1, 2001. Such Sergeants may be required to rotate no sooner than once every five (5) years, unless removed for cause. For Resident Detachment Sergeants assigned to a resident detachment on January 1, 2001, the five (5) year period began on that date. Resident Sergeants receiving such premium pay as of December 31, 2007 will continue to receive that pay until they leave the position. At that time, the premium pay will end for that position. The next employee assigned to that position will not receive the premium pay. Any new employee assigned as a Resident Sergeant after December 31, 2007 shall not receive this premium pay.

6.8.7 K-9 Handler Pay. Employees assigned the care and handling of a K-9 animal ("Canine Officer") will receive one-half (½) hour of paid duty time per shift, either at the beginning or at the end of the shift for the care and training of their assigned canine. Normally, the release time will be taken at the end of the shift; however, the release time shall be taken at the beginning of the shift if the officer's supervisor requests the accommodation no later than the officer's previous duty day, or otherwise by mutual agreement. The handler shall be released during this time from all other duties. In order to accommodate this work schedule the officer may sign-in or sign-out of service, as the case may be, from their residence. Each K-9 handler's base pay shall also be augmented by a K-9 Handler Pay premium equal to six percent (6%) of the top-step Deputy pay. This premium shall be added to the K-9 officer's base pay for all duty hours compensated. The purpose of this premium pay is to fully and exclusively compensate the officer for all subsequent off-duty time expended for the care, grooming, feeding and exercise of their animal while so assigned. The provisions of this section shall be effective December 5, 1994.

6.8.8 Field Training Officers - Step-Up Compensation. Field Training Officers (FTOs) who are assigned a recruit shall be paid a five percent (5%) step-up compensation of their base rate of pay for each duty day in which they supervise a recruit.

6.9 On Call.

6.9.1 Detectives and Detective-Sergeants. Employees classified as "Detective" or “Detective-Sergeant” required to be on-call shall be paid as follows:

- (1) One (1) hour straight-time on work nights, Monday through Friday, for sixteen (16) hours on-call shift;
- (2) 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 to Monday morning.
- (3) 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.

6.9.2 Resident Deputies and Other Employees. Employees classified as "Resident Deputies" or other employees required by the Employer to be on-call (e.g. Marine Services) shall be paid as follows:

- (1) One (1) hour straight-time when required to be on-call on nonshift time during their regular shift days, for sixteen (16) hours on-call shift.
- (2) Four (4) hours of straight-time wage for each of the two (2) twenty-four (24) hour scheduled nonshift days (weekends) starting the morning after their final shift day and running to the morning following, and starting the second morning running to the following third morning of their "weekend".
- (3) Any on-call for "resident deputies" on a day designated for time and one-half under 9.2 furlough days would be paid at time and one-half the normal rate for on-call duty on such designated day for time and one-half.

6.9.3 Definition of "On Call". "On call" means the employee must be sober, and in telecommunications (beeper, radio or phone), so immediately available. Detectives must, at a minimum, be within Pierce County boundaries. "Resident deputies" must, at a minimum, be within their resident deputy district or the district of their abode. When an employee is called out while on a "on-call" status, the employee will receive straight pay for the actual hours worked in addition to the on-call pay. No time and one-half will be due for the actual hours worked when called out unless the actual hours worked in the standard work week exceed forty hours.

6.10 Standby. "Standby" shall mean the officer is immediately available for duty, in appropriate uniform or other required clothing, sober and in telecommunications (beeper, radio or phone). When an off-duty employee is placed on "standby" status, a minimum of two (2) hours overtime will be paid, even if the officer is not required to report to a duty assignment. This provision shall not apply to officers in an "on-call" status under Section 6.9. This section shall apply to all officers when required to obey a written or oral directive from a superior officer to "standby".

6.11 Mileage. An employee who is authorized to use their private vehicle for County business or in the performance of their official duties shall receive reimbursement at the maximum rate then permitted by the IRS for actual miles of necessary travel; provided, that if the employee travels from their usual place of residence directly to or from a work site other than their regular work location, they will be reimbursed only for mileage in excess of the distance between the employee's usual place of residence and their regular work location. For example, if the round trip mileage between the employee's home and their regular work location is 50 miles and the employee drives 75 miles round trip from their home to their alternate work site and back again, the employee shall be reimbursed for 25 miles of necessary travel in their private vehicle. 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 by an employee between their usual place of residence and usual work location.

6.12 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. The Executive agrees to inform the Guild prior to implementing any major change in the present vehicle use policy and further agrees, upon the Guild's request, to provide the Guild with all pertinent cost studies and other current written information regarding assignment of County vehicles. The Guild will be given a reasonable opportunity to review such information and to provide input to the County Executive prior to any final decision being made by the County Executive. In making any final decision regarding a major change in the present vehicle use policy, the Executive will give consideration to factors raised by the Guild.

6.13 - Use of Assigned Vehicles. Employees who are provided an individually assigned County vehicle shall not operate the vehicle outside Pierce County without prior permission of the Sheriff, except in the course of official business or when engaged in a pursuit or other emergency response which makes prior request and approval impractical, or subject to the conditions of section 6.13.2.

6.13.1 - Duty to Respond. Employees who operate assigned vehicles have a duty to monitor dispatch channels and respond to certain situations outside of normal work hours while commuting or engaged in approved off-duty employment associated with their assigned vehicle. For the purposes of this article, those situations are defined as dispatched incidents where a prompt response from the off-duty employee could prevent injury to a citizen, assist another officer, or assist in apprehending the perpetrator of a crime. Off-duty employees who respond to such an incident are eligible for overtime subject to the conditions of Articles 5.4.2 and 5.7 (Recording of Overtime) but are not eligible for call-out provisions.

6.13.2 - Out-of-County Assigned Vehicles. Up to eight percent of the assigned vehicle fleet may be assigned to employees who maintain their primary residence outside of Pierce County, provided that the residence shall be no further than ten road miles from the nearest Pierce County line, and that residence is in Kitsap, Thurston, Mason, Lewis or King Counties. In lieu of parking at the employee's primary residence employees eligible under this section may park their vehicles at an around-the-clock staff, government facility that is no further than ten road miles from the nearest Pierce County line. Eligibility to participate is based on Bargaining Unit seniority; however, no "bumping" rights shall apply, and such eligibility is subject to approval by the Sheriff. Other employees who reside outside Pierce County and who are provided an individually assigned County vehicle, shall park their County vehicle during off duty hours at a secure location within Pierce County as approved by the Sheriff.

Only those employees who were residing within ten and fifteen road miles from the nearest Pierce County line and who applied and were approved by the Sheriff as an exception in 2007 shall be allowed to park their vehicle outside of Pierce County.

6.14 - Specialized Assignments. Although Pierce County residency is not a condition of employment, an employee's response time from their out-of-county residence may be a disqualifying consideration, as determined by the Sheriff, in selecting an employee for regular or additional duty assignments which have an operational readiness component exceeding that of a standard (non-resident detachment) patrol or traffic assignment. Examples of such assignments

include, but are not limited to, SWAT, Search & Rescue, Major Crime Investigation assignments, Marine Services, Swift Water Rescue, Canine (K-9), Hazardous Devices, Traffic Fatal Team, and Lab Team. Additionally, the Sheriff may take into consideration out-of-county resident status in selecting the contract city chief for a city which contracts with the Sheriff's Department for law enforcement services.

ARTICLE 7 - REDUCTION IN FORCE

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

7.2 A reduction in force is a dismissal of a bargaining unit employee for reasons outside the employee's control, which does not reflect discredit on the services of the employee.

7.3 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.

7.4 If a reduction in force is determined to be necessary, employees will be laid off in accordance with the rules of the Civil Service Commission for Pierce County Sheriff's employees. Any employee who is dismissed as a result of a reduction in force or who has been notified of an intended lay-off 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 personnel office and completes a lay-off 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 lay-off, 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 8 - VACATIONS

8.1 Regular full-time employees hired on or after July 1, 1984, 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 Accrual Year of Employment</u>	<u>Vacation Accrual Rates Per Accrual Pay Cycle</u>
First through third year	3.69 hours (approximately 12 days/year)
Fourth through seventh year	4.92 hours (approximately 16 days/year)
Eighth through thirteenth year	6.15 hours (approximately 20 days/year)
Fourteenth through eighteenth year	7.08 hours (approximately 23 days/year)

An additional day (8 hours) a year to a maximum of thirty (30) days (240 hours) per year.

8.1.1 Effective January 1, 1982, employees who have earned and qualified for vacation leave that exceeds thirty (30) days (240 hours) per year shall maintain the number of vacation days earned as of January 1, 1982. All other employees hired on or before June 30, 1984, who have not qualified for thirty (30) days as of July 1, 1984, shall earn an additional day of vacation at the completion of every other year to a maximum of thirty (30) days (240 hours) per year or until they are entitled to additional vacation day accrual in accordance with the schedule in Section 8.1.1, whichever is greater. For employees hired on or before June 30, 1984, the employee will accrue additional vacation days under either the schedule preserved in this Section 8.1.2 or the newer schedule established in Section 8.1.1, whichever is greater.

8.2 Part-time employees regularly scheduled to work at least one-half a basic work period 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 per pay cycle.

8.3 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) accrual pay cycles of employment. New employees terminating before they have completed thirteen (13) accrual pay cycles shall not be eligible for payment for accrued vacation leave upon such termination.

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

8.5 Eligible employees may carry over a maximum balance of vacation leave of forty-five (45) days (360 hours) 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 (480 hours) accumulated annual leave or the number of days other represented county employees may cash out at that time, whichever is greater.

8.6 It is the intent that each employee take accrued vacation leave during the calendar year earned, provided employees may carry over accrued vacation subject to Section 8.5. Employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability or work requirements, as determined by the Human Resources Director, that cannot be carried over as provided in Section 8.5 of this Article, shall, upon approval of the Human Resources Director, be allowed to carry over additional vacation leave provided it is used within the next six (6) months and may not be cashed out in a lump sum payment due to termination.

8.7 Employees shall be invited during November 1 through November 30 each year to schedule vacation leave for the first three months of the following year (namely, January, February and March of the following year). Employees shall thereafter be invited during January 1 through January 31 each year to schedule vacation leave for the months of April through December of the current year. The department's annual training schedule adopted pursuant to the parties' master scheduling Memorandum of Understanding shall take precedence over individual vacation preferences for the months of April through December of the current year. Vacation leave shall be granted during the respective periods set forth above on a seniority basis within each shift, squad or unit. Requests for vacation leave submitted on or after December 1 for the first three months of the following calendar year and requests for vacation leave submitted on or after February 1 each year for the period April through December of the same year shall be granted on a seniority basis unless another employee has previously requested and has been granted the leave time in question. Employees who are transferred involuntarily and have already had their vacation leave request approved will be allowed to retain that vacation leave regardless of their seniority within the new shift, squad or unit to which they are transferred.

8.8 The Employer shall strive to accommodate employee requests to use vacation leave during either of the two days preceding or immediately following the employee's use of military leave.

ARTICLE 9 - FURLOUGH DAYS

9.1 Effective January 1, 1994, employees covered by this Agreement shall be eligible to earn ninety-six (96) hours of furlough leave in lieu of holidays. Such furlough days shall be scheduled and taken within the calendar year. Furlough days may also be "banked" to use in equalizing pay cycles but must be used within the calendar year in which earned.

9.2 Regularly scheduled full-time and part-time employees who are called to work on a day they have scheduled as a furlough day under 9.1 shall be paid at the rate of time and one-half the straight-time hourly rate of pay, plus furlough pay at straight-time pay, or at the employee's option, the employee can reschedule the furlough day rather than receive pay for its loss. Employees working on New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas shall be compensated one and one-half times their regular rate of pay, provided this sentence shall not pyramid on the first sentence of this subsection.

9.3 Employees hired or terminated during the calendar year shall be entitled to either a beginning bank of furlough days or shall be required to reimburse the Employer for excess

furlough days used, whichever is applicable, based upon the number of official holidays remaining in the calendar year at the time the employee is either hired or terminated. Employees may not begin a leave of absence (with or without pay) with a negative furlough balance; employees will be required to reimburse the employer (through accrued annual leave, payroll deduction or cash) for all negative furlough balances prior to going on a leave of absence. Eligible employees who have completed thirteen (13) accruable pay cycles shall be paid for accrued but unused furlough leave upon termination of employment.

9.4 Employees shall be invited during November 1 through November 30 each year to schedule furlough leave for the first three months of the following year (namely, January, February and March of the following year). Employees shall thereafter be invited during January 1 through January 31 each year to schedule furlough leave for the months of April through December of the current year. The department's annual training schedule adopted pursuant to the parties' master scheduling Memorandum of Understanding shall take precedence over individual furlough leave preferences for the months of April through December of the current year. Furlough leave shall be granted during the respective periods set forth above on a seniority basis within each shift, squad or unit. Requests for furlough leave submitted on or after December 1 for the first three months of the following calendar year and requests for furlough leave submitted on or after February 1 each year for the period April through December of the same year shall be granted on a seniority basis, unless another employee has previously requested and been granted the leave time in question. Employees who are transferred involuntarily, and who have already had their furlough leave request approved, will be allowed to retain that furlough leave schedule regardless of their seniority within the new shift, squad or unit to which they are transferred.

9.5 Bargaining unit members who are regularly scheduled to take County designated holidays off may volunteer to work on a County designated holiday with the prior approval of their immediate supervisor. They must complete a "Request to Work Holiday" form, or an electronic equivalent, prior to the recognized holiday. If they volunteer to work on a County-designated holiday and their request is approved, they will receive the straight time hourly rate of pay for all hours worked and the employee can reschedule the furlough day. This section shall also included those holidays designated as time and one-half days in Section 9.2 of this Agreement (New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas).

ARTICLE 10 - SICK LEAVE

10.1 Sick leave is provided as an employee benefit to aid employees. Its use must be restricted to qualifying situations and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness. Regularly scheduled full-time employees shall earn sick leave on the basis of 3.69 hours for each pay cycle in which the employee is compensated for at least seventy percent of their standard work hours, excluding overtime and standby pay. Sick leave may be accumulated with no upper limit. Part-time employees regularly scheduled to work one half a normal workweek shall earn a pro rata portion of sick leave based on hours compensated, excluding overtime and standby pay, provided they are compensated at least

seventy percent (70%) of their standard scheduled work hours per cycle. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle. New employees who are separated prior to the completion of thirteen (13) accruable pay cycles shall not be paid for any unused sick leave.

10.2 – Permissible Uses of Sick Leave.

10.2.1 Sick leave shall be paid at the employee's regular straight-time base hourly rate of pay plus longevity pay, if any, for the employee's own needs for the following conditions:

- a. Bona fide 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, or
- d. Medical treatment or hospitalization of an employee required for participation in an organ donor, bone marrow transplant or other humanitarian medical process when verified by written statement from competent attending medical authority. Approval may be granted by the appointing authority dependent upon operational necessity and work demands.

10.2.2 Sick leave shall be paid at the employee's regular base hourly rate of pay, plus longevity pay, if any, 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 the need for care or attendance of the employee.

10.2.3 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, plus longevity, if any, 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.

10.3 Abuse and misuse of sick leave are grounds for disciplinary action up to and including discharge. The Employer has the right at any time to request the employee provide certification from a physician attesting to such illness or injury.

10.4 In order to qualify for sick leave pay, an employee must report the reason for the absence at the earliest possible time to enable the employer to find a replacement but in no event no later than the beginning of the scheduled working day with notice as soon as feasible of the anticipated date of return to work. The employee shall keep the Division Commander informed with a written certification from a physician which shall be filed if sick leave exceeds five (5) working days. The physician's certification shall state the nature of the illness or injury, the expected duration, and that the employee is incapacitated from work or the required reason for care of a family member during the period of absence. The physician's letter may be required to be updated every week in writing during an extended sick leave. The Employer will protect the confidentiality of the physician's letter or certification. The employee may, at the employee's option, submit the physician's certification directly to the County's Human Resources Office instead of the Division Commander; however, the employee must make concurrent notification to the Division Commander that the notification has been supplied to the Human Resources Office.

10.5 LEOFF II Disability Leave Supplement. This section applies to LEOFF II employees who suffer an injury or illness in the line of duty, which qualifies the employee for Worker's Compensation. Disability leave supplement shall be granted under the authority of RCW 41.04.500 through 41.04.535; PROVIDED, HOWEVER, that the parties agree to modify and enhance the statutory disability leave supplement as follows:

10.5.1 Supplemental disability leave benefits during the first six months of a disability incurred in the line of duty shall include the following: (1) the disability leave supplement shall begin on the first day of absence from work caused by the injury or illness which entitles the employee to benefits under RCW 51.32.090; (2) in determining the employee's contribution under the Act, charges shall only be made against the accrued paid sick leave of the employee; (3) notwithstanding the provisions of RCW 41.04.510(3), if the employee has no accrued paid sick leave at the time of an injury or illness which entitles him to benefits under RCW 51.32.090, or if the employee's accrued paid sick leave is exhausted during the period of disability, the Employer shall pay the entire amount of the disability leave supplement (i.e., the difference between the Worker's Compensation benefits and the employee's base monthly salary net of federal income and social security taxes) plus all

Employer contributions to benefits provided by the Employer under Article 15 of this Agreement up to a maximum of six months from the date of the injury or illness; and (4) if an employee is required to perform light duty tasks under the provisions of RCW 41.04.520, the employee shall continue to accrue all fringe benefits during any such period of light duty.

10.5.2 Effective July 1, 1989, or the employee's date of hire, whichever occurs later, a special "extended" sick leave loan bank of 21 calendar days (i.e. 15 working days, or 12 working days if on a 4/40 schedule) shall be established for each LEOFF II employee. This benefit shall be in addition to the supplemental disability leave benefit plan established in Article 10.4.1 above. LEOFF II employees may borrow from their individual sick leave loan bank following their return to active service from a duty-related disability subject to the following conditions:

- (1) The loan must be requested within one (1) year following the employee's return to active service; and
- (2) At the time of the loan the employee must have exhausted all of their accrued sick leave; and
- (3) At the time of the loan the employee's accrued vacation and furlough leave, respectively, may not exceed their annual entitlement; and
- (4) All such sick leave shall be used as set forth in Article 10 of this contract; and
- (5) Although an employee may borrow from their special sick leave loan bank as often as necessary during the year following their return from a duty-related disability, the net aggregate loan may not exceed 21 calendar days (with credit for all interim loan repayments); and
- (6) The employee must stipulate in writing that they will fully repay all special sick leave loans and that the special loan bank shall have no cash surrender value or other compensable value at the time of the employee's separation, notwithstanding any interpretation of Article 10.6 or 10.7 of this labor agreement to the contrary. When the employee returns to work, such repayment shall be made out of current sick leave earnings at the rate of four hours per month (i.e. one-half of the employee's monthly sick leave accrual). The employee may also elect to accelerate repayment by surrendering to the Employer accrued vacation leave, furlough leave, sick leave, or any combination thereof designated by the employee. In the event an employee terminates active service without having fully repaid the Employer for all sick leave loans, the Employer shall deduct the actual cost of any payments made under this section from compensation or other money payable to the employee.

In the event a deficiency remains after the Employer offsets unreimbursed sick leave loans against the employee's final pay and allowances, the Guild agrees to reimburse the Employer and hold it harmless from any such deficiency PROVIDED, as consideration therefore, the

Employer agrees to execute an assignment to the Guild of the Employer's rights or causes of action against the former employee.

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

- a. Twenty-five percent (25%) of the employee's straight-time base hourly rate of pay for the first seventy-five (75) days (600 hours) or less of unused accrued sick leave days.
- b. For the next seventy-five (75) days, (600 hours) (days seventy-six (76) through one hundred and fifty (150)) an amount equal to fifty percent (50%) of the employee's straight-time base hourly rate of pay for unused accrued sick leave days.
- c. For the next fifty (50) days (400 hours) (days one hundred and fifty-one (151) through two hundred (200)), an amount equal to seventy-five percent (75%) of the employee's straight-time base hourly rate of pay for unused accrued sick leave days.

In no event shall such compensation exceed two hundred (200) days (1600 hours).

10.7 Any 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 straight-time hourly rate of pay for unused accrued sick leave days to the date of separation, not to exceed two hundred (200) days (1600 hours).

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

10.9 Disability. Employees hired prior to October 1, 1977, (LEOFF I) shall be required to use eighty (80) hours of accrued sick leave prior to applying for or being compensated for disability leave, unless disability is due to an injury or illness incurred on the job.

10.9.1 When a LEOFF I employee applies for disability leave based on an injury or illness incurred, the disability provisions of this Collective Bargaining Agreement, including the foregoing and following provisions, shall apply regardless of any other statute, rule, regulation, policy, or practice to the contrary.

1. The employee, while ill or disabled and awaiting action of the Disability Board, may use accrued sick leave, vacation time, furlough days or elect to be in a "discontinuance of service" status by receiving no pay. If the Disability Board acts favorably on the request of the employee, the County agrees to reinstate the expended days of leave use, provided that the total period of time the employee is paid under this provision shall not exceed six months.

2. If any employee elects to be in a "discontinuance of service" status by receiving no pay, the employee will be allowed to receive full disability compensation for the entire period the Disability Board grants, not to exceed six months.

The intent of the parties in entering into this agreement is not to add to or detract from the original practice that existed prior to enforcement of AGO dated September 9, 1971, and during the term of the 1989-90 labor agreement.

10.10 - 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 the previous calendar year, an employee will be awarded two additional days of vacation leave; if two days or less of sick leave is used in the previous 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.

10.11 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.

10.12 The Employer shall continue to make stress management assistance available at the request of employees. If an employee elects to take advantage of the stress management assistance, derogatory or adverse comment about the employee's request for and/or acceptance of such assistance will not be placed in the employee's personnel records.

ARTICLE 11 - PHYSICAL FITNESS

11.1 The Guild acknowledges the Employer's goal of establishing a physical fitness program and standards.

11.2 The Employer agrees to notify the Guild in advance of establishing the details of any program or standards and to meet and negotiate the standards.

ARTICLE 12 - SENIORITY

12.1 Seniority 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. This includes lateral entry officers. Seniority for the purpose of layoff is as defined in the Civil Services Rules.

The 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 purpose of this agreement for the following reasons:

- a. Discharge for cause;
- b. Failure to return to work after unconditional offer of recall for full-time employment within the bargaining unit is made.

Except for employees separating from service under the conditions set forth in Section 12.2, an employee shall also lose seniority for the purpose of this agreement for the following reasons:

- c. Retirement; and
- d. Voluntary termination.

12.2 Notwithstanding any provision in Section 12.1 to the contrary, when at the request of the Sheriff, an employee is reinstated to a vacant position in accordance with the rules of the Civil Service Commission for Pierce County Sheriff's Employees following a retirement or voluntary termination caused by any disability, whether incurred in the line of duty or not, which rendered the employee unable to continue their service, the employee shall not lose their previously accrued seniority; provided, however, that the period of break in service shall not count towards the computation of the amount of "continuous time in service". Such a reinstated employee shall be returned under the vacation schedule they would have otherwise been in based on their original date of hire. Actual placement on the appropriate vacation schedule shall be based upon the employee's total period of continuous service. Such a reinstated employee shall be exempt from the provision in Section 10.1 requiring completion of thirteen (13) accruable pay cycles of employment, and such leave shall be payable to such reinstated employee immediately upon being earned.

12.3 Notwithstanding the definition above, seniority for the purposes of wages or compensation shall be defined as the amount of continuous service within any operation in Pierce County government.

ARTICLE 13 – COMPENSATED LEAVES OF ABSENCE

13.1 Jury Duty. Time off with pay will be granted for jury duty to regular full-time employees. The employee shall be paid the difference between the fees the employee receives for such service, excluding travel fees, and the amount of actual straight-time 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.

13.2 Bereavement Leave.

13.2.1 In the event of a death in the immediate family of a regular full-time or 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 Chief of Administrative Services or designee in writing, if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

13.2.2 - Authorized use of the additional bereavement leave in Article 13.2.1 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 or accrued furlough leave 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.

13.3 Reserve Military Leaves.

13.3.1 Military leaves of absence shall be granted as provided in RCW 38.40.060 for periods of required military duty, training, or drills not exceeding a total of twenty-one (21) calendar days during each state fiscal year beginning October 1st and ending the following September 30th, provided the request for such leave is in writing and accompanied by a true copy of military orders. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled. The above total of twenty-one (21) calendar days will be applied only to days on which the employee is scheduled to work for the County and will not be applied to regularly scheduled days off.

13.3.2 Employees entering military service for more than twenty-one (21) calendar days during a fiscal year, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes (see Article 14.6).

13.3.3 The Employer may in its sole discretion grant an employee permission to carry forward up to a maximum of fifteen (15) calendar days to the next fiscal year in order to participate in active training not otherwise available in the current fiscal year and determined by the Employer to be beneficial to the County. Such carry-forward military leave shall be used during the fiscal year following the fiscal year in which the leave was first entitled to be used or the "carry-over" leave shall expire.

13.4 Civil Service Hearings. The Employer shall make a special effort to accommodate shift changes for an employee who is a moving party in proceedings before the Civil Service Commission for Pierce County Sheriff's Employees (the Commission) so as to permit the employee, so far as possible, to participate in such proceedings without loss of compensable hours. If a shift change cannot be accommodated, the employee who is a moving party in such proceedings will be charged the leave of their choice (annual leave, furlough leave or leave-without-pay). Employees who are not parties to the proceedings but who appear as witnesses before the Commission shall be permitted to testify without loss of pay if on duty while testifying. If operational needs of the employer preclude release of an employee for testimony before the Commission, the employer will request or support an employee's request, as applicable, that the Commission continue or reopen proceedings to allow the employee witness to testify.

13.5 Voting Leave. Upon request, employees who are registered voters will be allowed time off to vote when their workday is extended and would preclude voting.

ARTICLE 14 – UNPAID LEAVES OF ABSENCE

14.1 A leave of absence without pay may be granted after completion of one year of service and approval of the Sheriff or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one year may be granted with the approval of the Sheriff or designee, the Human Resources Director or designee, and the Civil Service Commission.

14.2 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 insurance premiums while in an unpaid leave status to insure continued coverage. Effective January 1, 2010, 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 situation precludes such notice. The written request for or designation of leave of absence shall state the following information:

- a. Reason for the leave.
- b. Date leave is to begin.
- c. Date of return to work.

An employee who fails to return from a leave of absence within the time interval approved may be subject to termination. In the event the employee is unable to return to work on the date specified due to verifiable illness or injury and advises the Employer as soon as possible, the Employer will review the circumstances on an individual case basis, and may require 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.

14.3 Unless otherwise provided by law or in Article 14.2 above, leaves of absence without pay shall result in the discontinuance of benefits paid by the Employer (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.

14.4 Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with WAC 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 Sheriff or designee agrees in writing to a longer period of unpaid leave.

14.5 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 provided by law. If the employee requests reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), he or she 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.

14.6 Additional Reserve Military Leave. Employees performing reserve military duty for more than twenty-one (21) days during a state fiscal year or such paid military leave as may be carried forward and authorized by the Employer pursuant to Section 13.3.3 shall be granted leave without pay for such additional reserve military duty. Such unpaid leave will be in addition to any vacation leave or other compensable military leave to which the employees are otherwise entitled. Upon termination of such additional reserve military duty, the employees shall be restored to their position in employment. In addition, the parties recognize that employees performing military duty are in a military status on a 24-hour per day basis and may be deprived of normal rest. Accordingly, employees shall be permitted to utilize leave without pay, at the request of the employee, for any duty day or portion thereof which occurs during the period eight (8) hours prior to or eight (8) hours immediately following the period of reserve military service. Employees utilizing this section shall give reasonable advance notice of their request to use unpaid leave for military duty.

ARTICLE 15 - GROUP MEDICAL/DENTAL/LIFE INSURANCE AND IRC 125 PLAN

15.1 – Medical. Effective January 1, 2016, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each active (non-separated) eligible regular and limited duration employee who received compensation for eighty (80) hours or more in the previous month (cash outs of accrued leave upon separation shall not count toward the eighty (80) hours of compensation in a month) the following premiums for the period of January 1, 2016 through December 31, 2016 as follows:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1314.53 for Plan A or for 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 2016 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical “PLAN A” or Group Health	\$1381.40		
Vision – Plan EXT	<u>\$ 15.10</u>		
Total Monthly Premium:	\$1396.50	\$1314.53	\$ 81.97

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

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80) hours or more in three consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work eight (80) hours or more on an ongoing basis. The County’s payments to Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility requirements are met and the employee shall be responsible for any pro-rata share according to the provisions of this Article.

For the purposes of this Article only, and only in accordance with the Patient Protection and Affordable Care Act (ACA), regular and limited duration employees whose regularly scheduled weekly hours are 30 or greater will be considered full-time only for the purpose of medical, dental and basic life insurance benefits. If this provision of the ACA is amended or rescinded, the County will immediately delete this provision and return to its previous definition of “full-time employee”, immediately upon which only regular and limited duration eligible employees regularly scheduled to work 35 hours or more per week will be considered full-time. For all other purposes, the County’s employment position definitions and policies will govern.

In addition, the members of the Guild, who are not members of the LEOFF 1 retirement system, have elected the following additional coverage through the Washington Teamsters Welfare Trust, at the employee’s own cost, per month, which shall be paid by employees through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium: \$11.40

15.2 Dental. – The County will pay the full monthly premium for the County’s Washington Dental Service plan or for the County’s Willamette Dental of Washington plan, for eligible regular and limited duration full-time employees and their dependents for the period January 1,

2016 through December 31, 2016. Eligible regular and limited duration part-time employees' dental benefits are subject to a pro-rata share, as provided herein.

15.3 - Life Insurance. – The County will pay the full monthly premium for \$25,000 of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2016 through December 31, 2016. Eligible regular and limited duration part-time employees' life insurance benefits are subject to a pro-rata share, as provided herein.

15.4 The County agrees to provide and maintain the health and welfare benefits listed above for all active regular and limited duration full-time employees provided an eligible full-time employee shall pay, through automatic payroll deduction, any medical and vision premium in excess of the amounts stated above in paragraph 15.1. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Guild who are compensated for eighty (80) hours or more in the previous month (not including any cash-outs of accrued leave), provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of the amount provided for in paragraph 15.1 for Plan A or 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 regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums.

Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are deemed to be authorized through automatic payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement for the employee to pay shall be made with the County.

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

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

15.7 For employees on approved leave under the Family Medical Leave Act of 1993, as amended, the County shall provide benefit continuation in accordance with provisions of the Act, provided that employees shall continue to pay their premium share and eligible regular and limited duration part-time employees shall contribute their pro-rata portion to the County through

automatic monthly payroll deduction or through other payment arrangements made with the County.

15.8 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, 2016, and continuing for the duration of the CBA. The County shall pay any administrative premium or cost of the plan for the duration of the CBA. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

15.9 For the calendar year 2017, effective January 1, 2017 and for the 2017 calendar year, the County will pay up to the first 6% increase (above the 2016 premium amount) of the total monthly premium for the Teamsters Plan A medical/vision insurance plan. Any increase above 6% will be picked up by the employee, through automatic payroll deduction. Regular and limited duration part-time employees will pay this increase in addition to their additional pro-rata share of the premium. However, for those employees enrolled in Plan A, at no time during 2017 shall a full-time employee's portion exceed 9% of the total monthly premium for Teamsters Plan A medical/vision insurance. If the premium increase paid by employees enrolled in Plan A reaches 9% after the County has paid the first 6% of the premium increase, the County shall pay any remaining amount that exceeds 9% of the premium, in addition to the first 6%.

For example, if the increase for the Teamsters Plan A medical/vision plan is 8% above the 2016 premium, the County will pick up the first 6% and the employee will pick up the remaining 2%. If the increase is 10.5%, the County will pick up the first 6% and the employee will pick up the remaining 4.5%. If the increase is 4%, the County will pay only the 4% increase.

The maximum monthly contribution the County will pay toward Teamsters Trust medical/vision plans will be based on the Plan A medical/vision premium as described in this section above. Therefore, those employees who elect the 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 and limited duration part-time employees will pay this excess premium in addition to their additional pro-rata share of the premium. If the premium for the 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, 2017 and for the 2017 calendar year, the County will pay the full monthly premium for each dental plan. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

Effective January 1, 2017 and for the 2017 calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

15.10 For calendar year 2018, 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 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 6% increase in the Teamsters Plan A medical/vision premium effective January 1, 2018 and the employee will pick up any remaining increase through automatic payroll deduction; however, employees enrolled in Plan A will not pay more than 9% of the total monthly premium for Teamsters Plan A medical/vision insurance while negotiations are continuing. If the premium increase paid by employees enrolled in Plan A reaches 9% after the County has paid the first 6% of the premium increase, the County shall pay any remaining amount that exceeds 9% of the premium, in addition to the first 6%. Such premium increases shall be administered in the same manner as described in Article 15.9 above, including for those employees who elect the Group Health medical/vision plan through the Teamster's Trust, who shall pay any excess premium above the County portion of the Plan A medical/vision plan. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases shall be made by automatic monthly payroll deduction from the pay of each eligible employee, while the Parties negotiate regarding employer/employee payment allocation issues, if any.

15.11 In the event of the death of any employee as a result of accident, injury or illness suffered by such employee in the course and scope of the employee's duties, the surviving spouse and surviving dependents, at the option of the surviving spouse or dependents, shall continue to receive all medical and dental benefits which the spouses and dependents of all other active service personnel are eligible to receive, for a period of one (1) year from the date of death and the Employer shall pay the full premium therefore. If the election of the spouse or dependents to remain covered by the Employer's medical and dental benefits results in any deduction in the Industrial Insurance monthly survivor benefit (RCW 51.32.050), the County will reimburse to the survivor(s) the amount of the monthly deduction for a maximum period of one (1) year from the date of death or until such time as the statutory survivor benefits terminate, whichever is earlier.

ARTICLE 16 - RETIREMENT

All eligible employees shall be covered in accordance with the laws of the State of Washington for commissioned employees.

ARTICLE 17 - WORKERS' COMPENSATION

The Employer will provide Washington State Workers' Compensation or equivalent to eligible employees.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Definition. A grievance shall be defined as any complaint by a bargaining unit member or either of the parties to this contract arising from the interpretation or application of this Agreement. All grievances shall be processed pursuant to the procedures provided in this Agreement.

In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made at any time before or within ten (10) days after receipt of the Step 4 response. An employee may elect to either continue with an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. Any appeal to the Civil Service Commission shall be processed pursuant to the rules of the Commission. If mutually agreed, time limits for this contractual grievance procedure may be extended

If a complaint/petition is denied or dismissed by the Civil Service Commission for lack of jurisdiction, the employee-grievant may then initiate his or her grievance under Step 1 of this Agreement or the Guild may then initiate the grievance under Step 3 of this Agreement within 15 calendar days of the date of the Civil Service Commission's dismissal action.

Notwithstanding the Steps outlined below, grievances relating to final discipline imposed by a supervisor below rank of Sheriff may be initiated at the Step which includes the next highest level of supervision. A grievance relating to final discipline imposed by the Sheriff shall be initiated at Step 4. In either case, the grievance shall be initiated with twenty (20) calendar days of the employee being notified of the final discipline.

18.2 Procedure:

Step 1. The grievance shall be discussed by the employee or shop steward with his or her immediate supervisor within twenty (20) calendar days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance.

Step 2. If there is no response or satisfaction at Step 1, the employee or Guild shall file the written grievance which shall set forth the specific acts that constitute the basis for the grievance and remedy sought, within seven (7) calendar days to the next Divisional Commander or Bureau Chief, whichever is the next highest level of supervision, who shall respond within seven (7) calendar days in writing, or the grievance shall be deemed denied, and may be advanced to the next Step.

Step 3. If there is no response or satisfaction at Step 2, the employee or Guild shall, within seven (7) calendar days, file the written grievance, with a statement of the specific contract provisions alleged to have been violated, to the next level of supervision and the Sheriff or his designee shall respond within seven (7) calendar days in writing or the grievance shall be deemed denied, and may be advanced to the next Step.

Step 4. If there is no satisfaction at Step 3, the employee or Guild may file the written grievance within seven (7) calendar days from receipt of the written answer or implied denial from the supervisor with the County Executive, or the Executive's labor relations designee, who shall meet with the parties within seven (7) calendar days and issue an answer in writing within seven (7) calendar days or the grievance shall be deemed denied, and may be advanced by the grievant.

Step 5. In the event that any grievance is not resolved at Step 4, a request for arbitration shall be served by the moving party upon the other party within twenty (20) calendar days. In the event the parties cannot agree on a selection of an impartial arbitrator within seven (7) calendar days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which list the arbitrators shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

18.3 Any rejection of a grievance on the grounds that it is not subject to this grievance procedure, or is not subject to arbitration, shall be referred to arbitration as a threshold issue in the related grievance and the arbitrator shall be directed to rule on the arbitrability issue. In the event the arbitrator determines the grievance is subject to arbitration, then the issue shall be submitted to another arbitrator selected by the parties to hear the grievance on its merits. In the event of any proceeding under this Section 18.3, the parties shall request the American Arbitration Association to submit two (2) lists of eleven (11) qualified and approved arbitrators and the parties shall select one "arbitrability" arbitrator from the first list and one "merits" arbitrator from the second list in accordance with the procedures set forth in Step 5 hereinabove.

18.4 If the parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit a separate submission and the arbitrator shall select from the issue(s) submitted and determine the issue or issues to be heard and resolved.

18.5 Records in the possession of the Employer shall be made available upon request of the aggrieved employee or his/her representative for the purpose of substantiating the claims of the aggrieved employee or the Guild unless the documents are privileged or not relevant. Any dispute over release of the documents shall be resolved by the arbitrator on motion of the requesting party.

18.6 The concerned employee and the Guild representative shall each receive a duplicate copy of the Employer's written answer at each relevant stage of the grievance proceedings.

18.7 Starting at Step 2, if an employee elects to present his or her grievance directly to a management supervisor for informal adjustment consistent with the terms of this Agreement, the Guild may nevertheless have a representative present to act as an observer and to insure that the

terms of this Agreement are honored. The grievant and Guild representative shall be released from normal duties and shall suffer no loss of pay for participating in such informal grievance meetings with management representatives through Step 4.

18.8 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.

18.9 Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for resolution, including remanded awards.

18.10 The cost and expense of the employment of the impartial arbitrator 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 in this Article may be extended by mutual agreement of the Employer and the Guild.

18.11 The grievance and arbitration procedures or Civil Service Appeal Process provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Guild or employees may have and which relate to or concern the employees and the Employer, except for discrimination complaints arising under federal or state law authorizing civil suit.

18.12 Guild class grievances may be initiated in writing at Step 3 of the grievance procedure.

18.13 Any employee who advances a grievance to arbitration may do so at the employee's own expense and without assistance from the Guild. The Guild will be permitted, by the Employer, to have a representative present to act as an observer, unless excluded by order of the arbitrator. The purpose of the Guild representative's attendance shall be to ensure the terms of this Agreement are honored.

ARTICLE 19 - EMPLOYEE RIGHTS

19.1 Any employee in the bargaining unit when being questioned in a pre-disciplinary meeting by his or her Employer about matters which may result in discipline, suspension, demotion, and/or termination, shall be advised of their right to have the employee's choice of a Guild shop steward or Guild representative present within a reasonable length of time. The questioning by the Employer 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. 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.

19.2 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 an intermission at the employee's request for the purpose of attending to personal necessities, meals, telephone calls and rest periods.

19.3 No employee shall be required to take a polygraph test or similar test as a condition of continued employment, unless permitted by RCW 49.44.120.

19.4 If a Guild representative is requested, no further questioning or action will take place until the representative is present. The Employer will inform the employee of this right annually.

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

19.6 The Employer will furnish the Guild a copy of all final disciplinary actions.

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

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

ARTICLE 20 - FALSE ARREST COVERAGE

20.1 The Employer shall provide legal representation for an employee who is sued where such litigation arose because such employee in good faith exercised any authority arising out of the scope and duty of his/her commission as a Pierce County Sheriff Officer. Private counsel may also be retained by the employee at the employee's expense. In the event a verdict or judgment shall be in favor of the third party, the County shall indemnify and hold the employee harmless from such judgment if the judgment is based on acts done by the employee in good faith in the line of duty or in good faith compliance with any order of a superior officer, even though such order may be held invalid by a civil court.

20.2 If there is no appeal from a trial court judgment against an officer and the officer or the Guild feels aggrieved by a finding of the trial court that the officer acted in bad faith, then the officer or Guild may grieve the issue of "good faith" or lack thereof pursuant to Article 18 of this Agreement. The parties stipulate, for purposes of this Article 20 only, that the arbitrator selected shall be mutually acceptable to the parties. The arbitrator shall take notice of the record of trial or such portion thereof as shall be provided by either party, and that portion of the trial proceedings need not be repeated in the arbitration hearing. The arbitrator shall not be bound by the trial court's finding of bad faith and that ultimate issue shall be determined by the arbitrator afresh.

ARTICLE 21 - SUBCONTRACTING

The Employer will notify the Guild in accordance with existing applicable labor laws and engage in impact bargaining in advance of implementation of contracting out of bargaining unit work which would result in termination or layoff of any bargaining unit employee. Neither this provision nor any other provision of this contract shall be deemed a waiver of any statutory rights the Guild may have to bargain regarding the transfer of work from the bargaining unit to other County employees so long as the work in question has historically been performed by positions within the bargaining unit; provided, however, that the duty to bargain regarding transfer of work within the County shall not amend the recognition of management rights to the extent provided for in the first sentence of this article.

ARTICLE 22 - SAFETY AND SANITATION

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

22.2 In the event a federal or other government safety inspector visits any departmental facility or location in which a member of the bargaining unit works, with notice to the Employer, one Guild representative may accompany the inspector on the inspection tour.

ARTICLE 23 - USE OF OFFICIAL FACILITIES

23.1 The Employer agrees to allow the Guild access to, and a copy upon request, of all current Employer general orders, special orders, personnel orders, training bulletins, unit manuals, memoranda and supplements thereto, RIF recall rosters, written safety suggestions, reports which the employer is required to file with any State or Federal agency with respect to the occupational safety and health programs, and all regulations issued by the Civil Service Commission for Sheriff's Employees. The Employer will allow the Guild's representative to review, upon request, the names, position titles, grades, salaries and duty assignments of all employees in the bargaining unit. The Guild agrees to advise the Employer of the names of its officials or representatives designated to receive such materials.

23.2 Pursuant to County policy, and at the request of the Guild, the Employer will, when available, allow use of public meeting areas in County facilities for Guild meetings.

23.3 The Employer agrees to provide next to each official bulletin board, a bulletin board for the exclusive use of the Guild. At the resident deputy locations, space on the official bulletin board will be deducted for use of the Guild. The Guild shall be solely responsible for material placed upon the board by the appropriate Guild officials.

ARTICLE 24 - PUBLICIZING THE AGREEMENT AND BARGAINING RELATIONSHIP

24.1 The Employer agrees to publish this Agreement. The Employer further agrees to supply all current employees within the bargaining unit and all new employees with a copy of this Agreement.

24.2 Representatives of the Guild will be allowed sufficient time to address new employees during the formal group orientation to acquaint them with the representation function of the Guild.

ARTICLE 25 - TRANSFERS AND DETAILS

25.1 In fulfilling its commitment to provide professional police service, the Employer shall encourage all employees to further their education to the highest level possible. Therefore, consistent with its basic responsibilities, the Employer shall cooperate fully with the employees in arranging duty schedules and assignments to facilitate and encourage such individual self-improvement. The request for reasonable accommodation in shift or assignment shall be presented by the employee to the deciding official with as much advance notice as possible. In order to permit employees to participate in educational self-improvement programs, the Employer shall make special effort to accommodate shift changes to permit the employee to attend a course of formal continuing education at the same time the course is offered. Except under emergency or other exigent circumstances, when made by the Employer, the assignment of the employee will not change for the duration of the academic term (i.e., quarter or semester) established by the respective educational institution. If the Employer directed change of assignment prevents the employee from completing the academic term, the employee shall receive actual tuition expense reimbursement from the Employer limited to the amount of the tuition fee for an equal credit load at the University of Washington for a State resident.

25.2 Employees may submit written requests to exchange assignments with another employee on another day, shift, squad or unit, and such request shall be given consideration by the Employer.

25.3 When an employee is transferred or reassigned involuntarily and such transfer or reassignment produces significant hardship on the employee or the employee's family due to additional travel, expenses or other factors, the Employer will give consideration to these factors and respond to viable alternatives proposed by the employee or the Guild.

25.4 Pay for Work Performed in Higher Classification. When an employee is required to perform work in a higher classification for a normal work day, the employee shall be paid the rate of pay for work performed in such classification. Any authorized overtime work, while assigned to the position of higher classification, will be computed at the higher pay schedule, so long as the assignment remains unchanged.

25.5 Subject to such Civil Service restrictions as are not inconsistent with the provisions herein, opportunities for temporary step-up and/or temporary promotion to higher grade positions will be filled as follows:

25.5.1 IF THE VACANCY IN THE HIGHER CLASSIFICATION IS TWENTY-ONE (21) CALENDAR DAYS OR LESS:

25.5.1.1 - Priority One: Consistent with past practice, whenever practicable and subject to budgetary limitations, the vacancy will be filled on a voluntary overtime basis by persons within the Department who are already in the higher classification.

25.5.1.2 - Priority Two: When it is impracticable to fill the vacancy by voluntary overtime, the vacancy will be filled by temporarily stepping-up an eligible employee on the current or most recent expired promotion list from within the organization where the vacancy exists. Such step-up assignments will rotate, beginning with the most senior person within the organization who is on the applicable promotion list and then proceeding in order through each successive vacancy until all persons within the organization who are on the applicable promotion list have been given the opportunity to be temporarily stepped-up; at that point, the foregoing rotation will be repeated. The rotational order will be adjusted in the event of the regular assignment of any other person(s) on the applicable promotion list to the organization where the temporary step-up opportunity exists.

25.5.1.3 - Priority Three: When the vacancy cannot be filled by a Priority One or Priority Two assignment, the vacancy will be filled by temporarily stepping-up, by seniority, an officer from within the organization where the opportunity exists.

25.5.1.4 For purposes of the foregoing, the phrase "in the organization where the opportunity exists" shall mean the Municipal Contract Jurisdiction, Resident Detachment or PCSD Division, Section, Unit or Squad where the temporary vacancy exists.

25.5.1.5 No temporary step-up assignment shall exceed twenty-one (21) calendar days.

25.5.2 IF THE VACANCY IN THE HIGHER CLASSIFICATION IS MORE THAN TWENTY-ONE (21) CALENDAR DAYS:

25.5.2.1 - Priority One: The Appointing Authority shall first consider, in his discretion, filling any such vacancy on a voluntary overtime basis by persons within the Department who are already in the higher classification.

25.5.2.2 - Priority Two: Whenever the Appointing Authority decides not to fill the vacancy on a voluntary overtime basis by a person or persons within the Department who are already in the higher classification, the vacancy will be filled by temporarily promoting the most senior person on the current promotion list, without regard to their current organization of assignment. Subject to the limitations set forth in Section 25.6 below, the opportunity for such temporary promotions shall rotate, beginning with the top ranked most senior person on the applicable promotion list and then proceeding in rank order through each successive vacancy of more than

twenty-one (21) calendar days, until all persons within the Department who are on the applicable promotion list have been given the opportunity to be temporarily promoted; at that point, the temporary promotion rotation will be repeated. In the event of a vacancy of more than twenty-one (21) calendar days following expiration of the applicable promotion list, temporary promotions will continue to be made from the most recent expired list until such time as a new promotion list is certified; at that time the rotation will begin again starting with the first person on the newly certified promotion list.

25.6 Except in those cases where a temporary promotion is necessitated by the absence of an officer on LEOFF-1 disability leave, no temporary promotion shall exceed 120 calendar days. Temporary promotions to replace an officer on LEOFF-1 disability leave shall not exceed 180 calendar days. No employee shall receive any consecutive appointment to any temporary promotion. All temporary promotions will be made by personnel order and will be documented in the employee's personnel file.

25.7 Selective certification of eligible employees based upon race or gender shall be used, at the discretion of the Employer, only for entry-level appointments. The Employer agrees that promotional appointments shall be made upon the basis of the "rule of three" from among a properly ranked standard list of fully qualified permanent employee candidates.

ARTICLE 26 - STAFFING

The employer will provide the following provision: An average of eight (8) patrol deputies will be assigned to each eight (8) hour shift.

ARTICLE 27 - SAVINGS

27.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted state or federal 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(s) should be amended or replaced.

ARTICLE 28 - 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, in addition to an attorney representing the Guild, (one of whom shall be designated as the nominal Guild "spokesperson") and two management representatives appointed by the Employer (one of whom shall be designated as the nominal management "spokesperson"). One additional management representative may be appointed at the discretion of 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 29 - NO STRIKE - NO LOCKOUT

There shall be no work stoppage, slowdown, boycott, sympathy strike, refusal to cross a picket line or lockout for any reason regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy, or regulation during the life of this Agreement.

ARTICLE 30 - MATTERS COVERED AND COMPLETE AGREEMENT

30.1 The parties acknowledge that throughout negotiations there have been discussions and exchanges of proposals on a wide range of issues, some of which were agreed upon and included within the body of this Agreement, others which were agreed upon and included within the Department Manual, Master Patrol Officer Program Policy or Career Progression Officer Program Policy; others which have been moved to Labor-Management with the reserved right to return to the table and to proceed to interest arbitration; and others which were not resolved and were dropped from discussion. This document commemorates in writing all agreements entered into by the parties. Except to the extent such waiver is made expressly and unequivocally within the body of this written Agreement, it is further stipulated and agreed that: (1) with regard to bargainable issues which may arise during the term of this Agreement solely because of management-initiated or management-proposed changes, neither party has waived any bargaining rights or managerial prerogatives vested in such party by statute, rule or case law; and (2) during the term of this Agreement, the Employer has no duty to bargain about Guild-initiated proposals that are unrelated to bargainable management-initiated changes in wages, hours or working conditions.

30.2 The failure of the Guild to enforce any of the provisions of this Agreement or exercise any of the rights granted by law or the failure of the Employer to exercise any of the rights reserved to it or its exercise of any such right in a particular 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 31 - PERFORMANCE APPRAISALS

The parties have engaged in discussions culminating in their mutual agreement to implement a new Performance Appraisal policy and format. The parties' agreements are commemorated in a 15 page written document entitled, Performance Appraisals, which is incorporated in this Agreement by this reference. The parties further agree that: (1) with regard to bargainable performance appraisal issues which may arise during the term of this Agreement solely because of management-proposed changes, neither party has waived any bargaining rights or managerial

prerogatives otherwise vested in such party by statute, rule or case law, and (2) during the term of this Agreement, the Employer has no duty to bargain about Guild-initiated proposals that are unrelated to bargainable management-proposed changes to the performance appraisal forms or policy.

ARTICLE 32 - INVOLUNTARY ASSIGNMENTS

32.1 Officers will not be involuntarily assigned unless there are no volunteers who meet the published qualifications for the position vacancy, who are acceptable to the Sheriff for placement in the position.

32.2 In the absence of a qualified volunteer who is acceptable to the Sheriff for transfer to the position, the least senior officer who possesses the qualifications specified in the position announcement will be selected, provided the officer is acceptable to the Sheriff for appointment. In the event the least senior officer is deemed by the Sheriff not to be acceptable for transfer to the position, the next officer in inverse order of seniority who meets the specified qualifications and is acceptable to the Sheriff will be appointed.

32.3 Hardship consideration related to involuntary transfers shall be in accordance with the provisions of this collective bargaining agreement.

32.4 In the absence of an acceptable volunteer, an involuntarily assigned officer will normally be appointed to the position for a period of six (6) months or more. The authority to determine the length of the assignment rests with the Sheriff. In determining the length of appointment the Sheriff will consider the bid-shift cycle, the cost and length of training required for the assignment and other factors impacting the needs of the Department. Prior to making his decision, the Sheriff will also consult with the commander of the affected unit, the President of the Guild and the bargaining unit member being considered for the involuntary assignment.

32.5 Involuntary assignments will result in the re-announcement of the position at six (6) month intervals unless the Sheriff, after first consulting with the commander of the affected unit, the Guild and the employee, determines that operational considerations make it impractical to do so. Upon the Sheriff's selection of an acceptable volunteer from this process, the volunteer will be granted the standard appointment to the position and the officer involuntarily assigned will be released back to his or her former division.

32.6 Officers involuntarily assigned to a position will be permitted to apply for career development positions which are announced during the period of involuntary assignment. If selected for appointment to a career development position, the officer will be released from the involuntary assignment unless the Sheriff determines that release of the officer is not in the best interests of the operation of the Sheriff's Department.

ARTICLE 33 - RESIDENCY

Residence within Pierce County shall not be a condition of employment for any current or future member of the bargaining unit.

ARTICLE 34 - PROMOTIONAL TESTING

34.1 This Article amends, but does not entirely supersede, the Rules of the Civil Service Commission for Sheriff's Employees (hereafter referred to as the "Civil Service Rules") by establishing an exclusive process for the examination and appointment of bargaining unit employees to the promotional classifications of Sergeant, Detective Sergeant, Detective, and Lieutenant. Article 34 is to be applied in conjunction with, and as a supplement to, the Civil Service Rules; PROVIDED, to the extent any term or provision of the collective bargaining agreement is inconsistent with any Civil Service Rule, this negotiated agreement shall control. The provisions of this Article, including any amendments subsequently negotiated and agreed to by the parties, shall be forwarded to the Civil Service Commission.

34.2 Promotional testing under the Civil Service Rules is acknowledged to be a mandatory subject of bargaining. Notwithstanding anything in this Agreement to the contrary, the Employer recognizes the Guild's continuing right to bargain over any proposed Civil Service Rule change affecting any other mandatory subject(s) of bargaining including, but not limited to, any change proposed by third parties such as the Chief Examiner of the Civil Service Commission (hereafter "Chief Examiner" or simply "Examiner") or any of the Civil Service commissioners. This Article 34 and all terms and provisions of the Civil Service Rules affecting this Article may be renegotiated and subsequently amended only with the mutual consent of the parties to this Agreement.

Wherever used in this Article, the term "Chief Examiner" shall include the Chief Examiner's designee and the term "Sheriff" shall include the Sheriff's designee.

34.3 A master schedule shall be published no later than the 15th day of December each year announcing the week in which each promotional examination will be administered during the following calendar year. Promotional tests will be administered on the dates designated by the Chief Examiner in consultation with the Sheriff. Once announced, testing dates may be postponed or cancelled only by the Chief Examiner in consultation with the Sheriff. In addition to publishing the annual schedule of examination dates, separate notice of each examination and a list of test reference materials shall be given at least ninety (90) calendar days in advance of the exam. Notices of examination shall be provided by the Chief Examiner to the Sheriff who shall distribute them via the department's internal E-Mail system, by written posting on department bulletin boards, and by any other means designated by the Sheriff. Other notice requirements of CSR 6.1 shall not apply. The Examiner shall promptly notify applicants of any test postponement or cancellation.

34.4 Promotional examinations shall consist of a multiple exercise examination and a preliminary written examination in accordance with Section 34.5 below. Such examinations may

take into consideration factors such as education, experience, aptitude, knowledge, character, and other published qualifications or attributes which in the judgment of the Examiner, in consultation with the Sheriff, enter into a determination of the capacity of the applicants to perform the duties of the position to which appointment is to be made.

34.5 The following procedures and requirements shall apply to promotional examinations.

34.5.1 A written examination will be administered for all promotional examinations and weighted as 40% of the total score. A minimum score of 70% must be attained on the written examination to advance to the multiple exercise examination. All candidates at the time they apply for a promotional examination will be required to elect whether or not they are interested in being an alternate candidate as described in Section 34.5.2. Alternate candidates who score 70% or above but are not among the top twelve scoring candidates may be used to augment the examination pool of candidates when a higher scoring candidate withdraws from the examination process in advance in writing, prior to the deadlines described below.

34.5.2 No more than the top 12 candidates who attain at least 70% on the promotional written examination will continue to the multiple exercise examination process. In the event of a tied score for the twelfth candidate, the tie will be broken by seniority. In the event that more than 12 candidates attain at least 70% on the promotional written examination, the top three (3) scoring alternate candidates [who elected as described in Section 34.5.1 above to be an alternate candidate] will be invited to participate in the examination preparation process with the following limitations. The Sheriff's designee will be provided with the names of the three (3) alternate candidates in rank order. No more than three (3) alternate candidates will be invited to participate. Alternates will only be added to the examination process until the time that a multiple exercise examination advanced assignment is issued, or until three (3) business days prior to the day the multiple exercise examination is to be administered, whichever is earlier.

Written notification of withdrawal must be sent to the Chief Examiner. The Sheriff's designee will be responsible for communicating with the alternate(s) and providing Civil Service with the replacement candidate in advance of the deadlines as described above. The alternate that is provided to the Chief Examiner will be placed into the testing slot that was assigned to the withdrawn candidate(s), and will be included in the multiple exercise examination.

34.5.3 A multiple exercise examination will be administered using assessment center methodology which is to be weighted as 60% of the total score. Evaluators will include two (2) internal evaluators. One of the two (2) internal evaluators will be a Captain or above (Sheriff's command staff) selected by the Sheriff. The second internal evaluator will be one of the SME Team members assigned to the classification for which the examination is being given and will be selected by the Sheriff. External evaluators will be selected by the Chief Examiner. All evaluators will be required to participate in an integration discussion where evaluations are pooled and consensus reached.

34.5.4 In order to pass the examination, the final combined score must be 70% or greater. Service credit will then be added to the total score.

34.6 In order to maintain quality assurance in the preparation and administration of promotional examinations, the Chief Examiner shall be assisted by a five-member Subject Matter Expert Team referred to as the (SME Team) for each promotional examination. Members of each SME Team shall be appointed by the Chief Examiner from a list of nominees provided by the Sheriff and shall serve at the pleasure of the Examiner. In the event a SME Team member is excused prior to completion of the Team's work, a successor Team member shall be nominated and promptly appointed in the same manner.

34.6.1 The SME Team for each examination shall consist of one (1) ex officio member and four (4) regular members (referred to individually and collectively as "SME Team members". The ex officio member shall be an attorney who is either a duly appointed staff legal advisor to the Pierce County Sheriff or a Deputy Prosecuting Attorney regularly assigned to represent the Department. The regular members of the SME Team shall consist of one (1) commissioned officer currently serving on the Sheriff's command staff and three (3) other commissioned officers currently employed by the department. For Sergeant, Detective Sergeant, and Detective examinations, the three remaining team members must be permanently assigned to the classification for which the examination is being given (e.g., SME Team members must be permanent Sergeants when the exam is being given for promotion to Sergeant). When testing for Lieutenant, the three remaining team members must be permanently assigned to the classification of Lieutenant and/or any higher classification. At the Multiple Exercise examination the individual selected to be an evaluator from the classification being examined will also serve as technical advisor to the external evaluators.

A majority of the regular members of the SME Team must be present to conduct team business. The ex officio team member's presence at SME team meetings is desirable but not required. Before acting as a SME Team member, appointees shall be required to subscribe to the following written oath:

I, _____, hereby acknowledge my designation and appointment as a member of the Pierce County Sheriff's Department Promotional Subject Matter Expert Team for the (Date and Title) test.

I accept the responsibilities of this detail freely and voluntarily. In so doing, I am mindful of the trust and confidence which has been reposed in me by the Civil Service Chief Examiner and the Pierce County Sheriff. I acknowledge my solemn duty to protect and serve the interests of the Department and the men and women who seek promotion within the ranks of this Department.

I understand that after my appointment but prior to the second meeting of the Subject Matter Expert Team, I have been requested to contact the Attorney for the Pierce County Sheriff's Guild at (253) 383-1964 to obtain information about issues that the Guild believes are important for the promotional examination questions. I understand that the information on issues provided by the Guild are advisory only, to be used the same as any other resource in helping to produce a comprehensive and fair examination.

I pledge to safeguard and preserve the confidentiality of all privileged information which is entrusted to me in connection with the promotional exam for which I am assisting the Chief Examiner. I will not discuss the contents of the examination nor will I disclose any information concerning the questions or other confidential or privileged materials to any person without the prior consent of the Chief Examiner.

All this I solemnly swear with the full knowledge that a violation of this oath will stamp me as an individual devoid of principle and destitute of honor. I acknowledge that any violation of this pledge of confidentiality may result in the imposition of formal discipline up to and including termination of my employment.

Signed this __ day of _____, _____.

(Panel Member's signature)

34.6.2 When the Sheriff requests a new promotional list, the Chief Examiner shall appoint a SME Team and meet with the team to discuss the matters to be tested and the type of examination to be given. The written examination shall be prepared under the guidance and control of the Chief Examiner. The Examiner may also hire an independent contractor to draft or provide the written examination or parts thereof. When a tentative examination has been compiled, the Chief Examiner shall review it with the SME Team to assure that (1) questions are relevant and clearly worded, (2) test key answers are correct, (3) the examination is properly balanced overall and (4) the examination tests for the skills, knowledge and aptitude required of the promotional classification. If questions are eliminated or modified as a result of this preliminary quality assurance review, any substitute questions shall be reviewed by the Examiner and the SME Team in the same manner. When this process has been completed, the test shall be approved by the Chief Examiner.

34.6.3 Promotional tests shall be administered by the Chief Examiner on the date(s) specified in the announcement. For a period of eight (8) business days following each written examination (defined as days in which the Chief Examiner's office is regularly scheduled to be open for business), promotional candidates may challenge the propriety or accuracy of any test question or test key answer. During this eight-day period, upon request, candidates may schedule individual one-hour appointments with the Examiner to review the test questions, the answer key, and the candidate's answers. Candidates shall have full access to all designated reference materials during their appointments but shall not be allowed to take any notes. If the initial appointment does not afford sufficient time, the Examiner shall schedule one or more follow-up appointments, as appropriate and as requested by a candidate.

34.6.4 Should a candidate, after such review and discussion, wish to challenge any question(s) or any answer(s) contained in the key, the candidate shall fill out a Test Challenge form provided by the Examiner for each challenged question or answer. In addition to designating the challenged question(s) and/or test key answer(s), the candidate may be encouraged, but not required, to provide authority for their challenge including citations to applicable reference materials and other sources. The candidate will be given the opportunity to complete the examination challenge form while reviewing the documents specified in 34.6.3 above in the possession of the Civil Service Examiner. As noted above, a challenge must be filed within eight (8) business days following the date of the examination. Upon receipt of any such challenge, the Examiner shall reconvene the SME Team and shall review the challenge with the SME Team. If the Examiner, with the advice of the SME Team, is satisfied as to the validity of the proposed change(s), the challenged question(s) shall be eliminated or the challenged answer(s) shall be corrected, as the case may be, and the examination and/or answer key, as altered, shall constitute the final examination and answer key. Once the final examination and answer key have been certified by the Examiner following the SME Team's review of all challenges, the tests will be graded and each candidate's score will be determined.

34.7 After the written examination and at least fourteen (14) calendar days before the multiple exercise examination, the Examiner or designee shall conduct an orientation session for the successful candidates as provided for in 34.5.2, to discuss the methods and procedures to be used

in the multiple exercise examination and to offer suggestions and recommendations, including references to examples of relevant study materials, which might help candidates prepare for the second phase of their examination process.

34.8 Upon completion of the multiple exercise examination phase of the examination process, all examination scores including service credit and veterans scoring criteria will be privately released to each candidate but shall not be published or otherwise publicly released.

34.9 If any candidate believes their score has been incorrectly computed they shall submit a signed and dated challenge to the Examiner within five (5) calendar days after receipt of their private scores. Upon receipt of the challenge, the Examiner shall review the challenge with the Candidate. If the candidate is not satisfied, the Examiner will reconvene the SME Team and review the challenge with the team. The candidate will also be given reasonable opportunity to submit written information to the team for its consideration. The team shall consider the matter and render an advisory opinion to the Examiner. If the Examiner, with the advice of the team is satisfied that a mathematical error has occurred and the challenge is valid, the candidate's score shall be corrected. Once all scores have been certified by the Examiner following the adjustment of challenges, if any, the Examiner shall publish the final rank order of the candidates and shall certify the promotion register to the appointing authority.

34.10 For a period of sixty (60) calendar days following certification of a promotion register, any candidate desiring feedback on his/her own written examination or their multiple exercise examination performance, may schedule an appointment with the Chief Examiner. The Chief Examiner or designee shall meet with the candidate and review the strengths and weaknesses of the candidate's performance in each phase of the multiple exercise examination and overall. At a minimum, the Chief Examiner will, in the presence of the candidate, verbally summarize the written notes pertaining to the inquiring candidate made by the evaluators during the multiple exercise examination. Under no circumstances, however, shall the identity of the evaluator who made specific comments be revealed to the candidate, nor shall the notes or copies of evaluation forms be shown to or released to the candidates. Candidates shall not contact evaluators with regard to their performance on the multiple exercise examination before, during, or after the administration of the examination. Upon request, and in the presence of the Chief Examiner, candidates may view their answer sheet for the written examination and simultaneously compare it with the answer key. Candidates may also simultaneously compare their answer sheet with an unkeyed copy of the written examination. Candidates shall not be permitted to copy or make any notes from the candidate's answer sheet, the answer key, or the written examination.

34.11 Following the administration of a promotional examination, the Chief Examiner will make a summary report to the Sheriff and Guild President regarding any identified training needs or other general observations of the group as a whole.

ARTICLE 35 - PRIVILEGED COMMUNICATIONS

35.1 For all purposes pertaining to effectuation of RCW 5.60.060(6) (Privileged Communications) and/or the PCSD Department Manual, Pierce County and the Guild hereby

stipulate and declare that members of the PCSD Peer Support Team (PST) (see Manual Sections 3.06.080 through 3.06.091), Chaplains designated by the Sheriff as members of the PCSD Chaplaincy program, counselors involved in the PCSD Employee Assistance Program (PCSD/EAP) and/or the separate Pierce County Employee Assistance Program (PC/EAP), counselors and other mental health or medical personnel to whom the Appointing Authority may make a directed referral of a bargaining unit member pursuant to Civil Service Rule 9.15, and all persons participating in any critical incident stress de-brief session shall be recognized and treated in all respects as "peer support group counselors" (referred to herein simply as "counselors"), regardless of any other definitions, qualifications or restrictions imposed by or set forth in any statute, policy, rule or regulation, and that any and all statements made to such counselors regarding the on-duty or in-line-of-duty acts or omissions of a bargaining unit member by (1) any bargaining unit member and/or (2) persons within the law enforcement officer's immediate family and/or (3) persons with whom the law enforcement officer resides, shall be privileged communications and the counselor shall not, without the consent of the law enforcement officer, testify or be compelled to testify about any such communication made to the counselor by the bargaining unit member or any of the other persons identified hereinabove; PROVIDED, HOWEVER, that this privilege shall not apply if the counselor was an initial responding officer, a witness, or a party to the incident, act or omission which prompted the delivery of such counseling services to the law enforcement officer and PROVIDED FURTHER that this privilege shall not apply to statements made to a physician or other health care professional to whom the law enforcement officer is directly referred by the Appointing Authority for a Fitness For Duty evaluation pursuant to Civil Service Rule 9.15 IF the examining physician or health care professional reports that the employee is unfit for duty AND the employee challenges such finding.

35.2 In entering into the foregoing stipulation, the parties agree that, consistent with County policy and the overarching public safety and public service objectives of Pierce County, including but not limited to the PCSD Peer Support Team and the PCSD Chaplaincy program and the Pierce County and PCSD Employee Assistance programs, (1) all such communications necessarily originate in a confidence and enforceable expectation that the communication will not be disclosed, (2) this element of confidentiality is absolutely essential to the full and satisfactory maintenance of the relations between the parties to this agreement and to the relations between the communicant and the counselor, (3) the confidential relationship is one which, in the opinion of the community, must be sedulously fostered, and (4) the injury that would inure to the relations between the parties and to the relations between the communicant and the counselor by the disclosure of such communication is infinitely greater than any benefit that would be gained for the correct disposal of any civil or criminal process or proceeding in which the communication would otherwise be admissible.

ARTICLE 36 - TERM OF AGREEMENT

36.1 Except for any provisions which have been assigned a different specific effective date, this Agreement shall be effective January 1, 2016 and shall remain in full force and effect to and including the thirty-first (31st) day of December, 2017. Either party may commence negotiations for a successor contract on or before May 15, 2017, by filing written notice to the other of their

desire to amend, modify or terminate this Agreement, to be effective after the expiration of its term, pursuant to the provisions of RCW 41.56. The Guild shall file its notice of intent to negotiate with the Employer's Director of Human Resources and the Employer shall file its notice with the Guild Vice-President.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 15 day of March, 2016.

PIERCE COUNTY DEPUTY SHERIFFS' PIERCE COUNTY
INDEPENDENT GUILD, LOCAL NO. 1889

By: W Westfall / 3-10-16
William Westfall Date
Guild President

By: V Tjossem / 3-10-16
Vance Tjossem Date
Chief Negotiator

By: Pat McCarthy / 3/15/16
Pat McCarthy Date
Executive

By: Joe Carrillo / 3/10/16
Joe Carrillo Date
Chief Negotiator

**PIERCE COUNTY DEPUTY SHERIFFS'
INDEPENDENT GUILD, LOCAL NO. 1889**

APPENDIX A

REPRESENTED JOB CLASSIFICATIONS

DEPUTY

	1	2	3	4	5	6	7
1-4-16	29.07	30.60	34.41	35.23	36.07	37.29	38.47
6-20-16	See Article 6.1						
1-2-17	See Article 6.1						
6-19-17	See Article 6.1						

DETECTIVE

	1	2
1-4-16	41.14	42.39
6-20-16	See Article 6.1	
1-2-17	See Article 6.1	
6-19-17	See Article 6.1	

SERGEANT and DETECTIVE/SERGEANT

	1	2
1-4-16	44.05	46.26
6-20-16	See Article 6.1	
1-2-17	See Article 6.1	
6-19-17	See Article 6.1	

PUBLIC INFORMATION OFFICER

	1	2
1-4-16	44.05	46.26
6-20-16	See Article 6.1	
1-2-17	See Article 6.1	
6-19-17	See Article 6.1	

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

LIEUTENANT

1 2

1-4-16	50.30	52.93
6-20-16	See Article 6.1	
1-2-17	See Article 6.1	
6-19-17	See Article 6.1	

CONTRACT CHIEF 0-13

1 2

1-4-16	50.30	52.93
6-20-16	See Article 6.1	
1-2-17	See Article 6.1	
6-19-17	See Article 6.1	

CONTRACT CHIEF 14-29

1 2

1-4-16	57.93	60.82
6-20-16	See Article 6.1	
1-2-17	See Article 6.1	
6-19-17	See Article 6.1	

CONTRACT CHIEF 30+

1 2

1-4-16	67.36	71.63	73.78
6-20-16	See Article 6.1		
1-2-17	See Article 6.1		
6-19-17	See Article 6.1		

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