CONTRACT

By and Between

PIERCE COUNTY

and

PIERCE COUNTY CAPTAINS ASSOCIATION

January 1, 2016 – December 31, 2017
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>.......................................................... 4</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>NON-DISCRIMINATION .................................................. 4</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>RECOGNITION AND UNION SECURITY ........................................ 4</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>MANAGEMENT RIGHTS .................................................... 6</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>WAGES AND HOURS OF WORK ............................................... 7</td>
</tr>
<tr>
<td>Sec. 1</td>
<td>Hours of Work ................................................................ 7</td>
</tr>
<tr>
<td>Sec. 2</td>
<td>Wages ........................................................................... 8</td>
</tr>
<tr>
<td>Sec. 3</td>
<td>Step Plan ......................................................................... 8</td>
</tr>
<tr>
<td>Sec. 4</td>
<td>Pay Period ....................................................................... 8</td>
</tr>
<tr>
<td>Sec. 5</td>
<td>Uniforms .......................................................................... 8</td>
</tr>
<tr>
<td>Sec. 6</td>
<td>Mileage Reimbursement .................................................... 9</td>
</tr>
<tr>
<td>Sec. 7</td>
<td>Assigned Vehicles .......................................................... 9</td>
</tr>
<tr>
<td>Sec. 8</td>
<td>Longevity ....................................................................... 9</td>
</tr>
<tr>
<td>Sec. 9</td>
<td>Damage to Personal Property in Line of Duty ......................... 9</td>
</tr>
<tr>
<td>Sec. 10</td>
<td>Command Duty Officer Pay ............................................... 9</td>
</tr>
<tr>
<td>Sec. 11</td>
<td>Meal .............................................................................. 9</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>SENIORITY ................................................................... 9</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>REDUCTION IN FORCE ....................................................... 10</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>VACATIONS ................................................................ 10</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>HOLIDAYS .................................................................... 11</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>SICK LEAVE ................................................................ 12</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>COMPENSATED LEAVES OF ABSENCE .................................... 15</td>
</tr>
<tr>
<td>Sec. 1</td>
<td>Jury Duty ....................................................................... 15</td>
</tr>
<tr>
<td>Sec. 2</td>
<td>Bereavement Leave .......................................................... 15</td>
</tr>
<tr>
<td>Sec. 3</td>
<td>Reserve Military Leaves .................................................... 16</td>
</tr>
<tr>
<td>Sec. 4</td>
<td>Industrial Injury Leave ..................................................... 16</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>UNPAID LEAVES OF ABSENCE .......................................... 16</td>
</tr>
<tr>
<td>Sec. 1</td>
<td>Approval Process ............................................................ 16</td>
</tr>
<tr>
<td>Sec. 2</td>
<td>Impact on Accruals .......................................................... 17</td>
</tr>
<tr>
<td>Sec. 3</td>
<td>Discontinuance of Benefits ............................................... 17</td>
</tr>
<tr>
<td>Sec. 4</td>
<td>Unpaid Leave for Maternity Reasons ................................... 17</td>
</tr>
<tr>
<td>Sec. 5</td>
<td>Military Leave - Active Duty ............................................. 18</td>
</tr>
<tr>
<td>Sec. 6</td>
<td>Long Term Disability Insurance ......................................... 18</td>
</tr>
<tr>
<td>ARTICLE 13</td>
<td>GROUP INSURANCE: MEDICAL/DENTAL/LIFE ....................... 18</td>
</tr>
<tr>
<td>ARTICLE 14</td>
<td>HOLD HARMLESS .............................................................. 22</td>
</tr>
<tr>
<td>ARTICLE 15</td>
<td>RETIREMENT ................................................................ 22</td>
</tr>
<tr>
<td>ARTICLE 16</td>
<td>WORKERS COMPENSATION ................................................ 22</td>
</tr>
<tr>
<td>ARTICLE 17</td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE ....................... 22</td>
</tr>
<tr>
<td>ARTICLE 18</td>
<td>EMPLOYEE RIGHTS .......................................................... 24</td>
</tr>
<tr>
<td>ARTICLE 19</td>
<td>NO STRIKE - NO LOCKOUT ................................................ 25</td>
</tr>
<tr>
<td>ARTICLE 20</td>
<td>SAVINGS .................................................................... 26</td>
</tr>
</tbody>
</table>

Exhibit A to Ordinance No. 2017-48

2016-2017-CaptAssn-Final.doc Page 2 of 28
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 21 SUBCONTRACTING</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 22 SAFETY AND SANITATION</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 23 MATTERS COVERED AND COMPLETE AGREEMENT ARTICLE</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 24 TERM OF AGREEMENT</td>
<td>27</td>
</tr>
<tr>
<td>APPENDIX A HOURLY PAY RATES</td>
<td>28</td>
</tr>
</tbody>
</table>
2016 - 2017
CONTRACT

By and Between

PIERCE COUNTY

and

PIERCE COUNTY CAPTAINS ASSOCIATION

ARTICLE 1

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

ARTICLE 2 - NONDISCRIMINATION

Section 1. Neither the Employer, Association or any employee shall in any manner whatsoever discriminate against any employee on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical disability.

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

ARTICLE 3 - RECOGNITION AND ASSOCIATION SECURITY

Section 1. The employer recognizes the Association as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full time and regular part-time employees of the Pierce County Sheriff's Department in the classifications of Captain or Correctional Captain, but excluding those employees represented by other labor contracts, supervisors, confidential employees, and all others.

Section 2.

Section 2.1 - Association Security. All employees in the Bargaining Unit who are members of the Association on the effective date of this Agreement shall, as a condition of

Exhibit A to Ordinance No. 2017-48
employment, remain members of the Association in good standing for the duration of this Agreement. All employees employed in the rank of Captain or Correctional Captain during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the commencement of employment or the effective date of this Agreement, whichever is later, become and remain members of the Association in good standing for the duration of this Agreement, except as provided in Article 3, Section 2.2, provided however, that any employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days before the expiration date of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of Article 3. Employees who wish to withdraw must do so in writing to Pierce County Human Resources and the Association president.

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

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

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

Section 3. The County agrees that upon written authorization of any employee who is a member of a Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, as certified by the Pierce County Captains’ Association. Employees wishing to cancel the written authorization for dues deduction must notify the County and Association in writing, at which time the County will discontinue the deduction.

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

Section 5. An authorized officer of the Association shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not
interfere with the work process or cause undue interruption of the employees' work schedule. There shall be one (1) shop steward.

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

Section 7 - Release for Association Business. The officers and designated representatives of the Association will be charged the leave of their choice (annual leave, compensatory time, furlough leave or leave without pay) when they are absent from work to perform Association business. Examples of Association business would include employee organization, solicitation of membership, collection of dues, campaigning for offices, attending meetings, conventions, memorials, funerals, etc.

Section 8 - Notification of Supervisor when Released for Association Activity. Before leaving the work area or otherwise devoting pay status time (annual leave, compensatory time, furlough leave or unpaid leave) to the performance of Association business, the Association President will notify their supervisor or designee, receive approval and will also notify their supervisor when they return.

Section 9 - Association Use of Bulletin Boards. The County agrees to allow the Association to use designated departmental bulletin boards within the Pierce County Sheriff's Department for the purpose of posting notices of Association meetings, Association election returns, Association appointments to office, and Association recreational or social affairs, etc. The Association shall be solely responsible for material placed upon the boards by the appropriate Association representative.

Section 10 - Labor-Management Business. Unless specifically authorized by the Sheriff or his designee, no more than two (2) Association representatives shall attend labor-management meetings while on duty. Association representatives authorized to attend labor-management meetings while on duty shall not suffer any loss of pay. This forum shall not be used as a substitute for the existing grievance procedure, nor as a substitute for formal contract negotiations. The members will not discuss any concerns which have not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in Exhibit A to Ordinance No. 2017-48
accordance with applicable laws, regulations, and the Pierce County Charter, subject only to the limitations stated in this Agreement:

a) To plan, direct, control and determine all the operations and services of the Employer;

b) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;

c) To schedule and assign work;

d) To establish reasonable work and performance standards and, from time to time, to change those standards;

e) To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (subject to Article 21 - Subcontracting);

f) To make and enforce reasonable rules and regulations;

g) To discipline, suspend and discharge employees;

h) To change or eliminate existing methods, equipment or facilities.

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

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

**ARTICLE 5 - WAGES AND HOURS OF WORK**

Section 1 - Hours of Work. Captains and Correctional Captains are salaried professional employees and therefore exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act (WMWA). The normal workweek is five days per week, eight hours per day.
Section 2 - Wages.

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%.

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%.

Employees shown in the Pay and Class Plan as "Y-rate" shall receive no cost of living adjustment in accordance with this section above. At such time as the top pay rate of their classification meets or exceeds their "Y-rate", the employee shall be placed at the appropriate step of their regular classification and shall again be eligible for cost of living adjustments.

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

Performance evaluations shall not be subject to the grievance process set forth in this agreement.

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

Section 4 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the second following Sunday. The Employer will make available bi-weekly advices/pay slips on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day. All employees will be paid via direct deposit beginning in January 2014 and checks will no longer be routinely issued.

Section 5 - Uniforms. Employees required to wear a uniform as their regular clothing will be provided two issues upon employment which will be replaced on an "as needed" basis as determined by the Sheriff or designee.
Section 6 - Mileage Reimbursement. Employees authorized to use their private vehicle for County business or in the performance of their official duties shall receive reimbursement at the rate provided by the IRS for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round trip coach air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven between the employee's place of residence and usual work location. Should any other group of employees receive a greater mileage reimbursement rate, this rate shall be adjusted accordingly with the same effective date as that of the other group.

Section 7 - Assigned Vehicles. Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment.

Section 8 - Longevity. Employees who currently qualify for participation in the longevity program will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after December 1, 1982, shall not be eligible to participate in the longevity program in effect as of that date. Effective January 1, 2009, law enforcement captains shall be eligible for longevity pay steps as described in Section 3 of this Article.

Section 9 - Damage to Personal Property in Line of Duty. Employees who suffer loss or damage to eyeglasses and authorized personal property in the line of duty will have such personal property repaired or replaced at the expense of the Employer; provided further, that reimbursement for lost or damaged watches and/or rings shall be limited to actual replacement cost up to one hundred twenty-five ($125.00) per item, per incident, as determined by the Employer. Bracelets, necklaces or chains will not be repaired or replaced.

Section 10 – Command Duty Officer Pay. Effective January 1, 2013, a Correctional Captain who is designated and serves as Command Duty Officer (CDO) shall be entitled to a flat $275 bonus for such week served as CDO, regardless of the number of hours worked. Effective January 6, 2014, this bonus shall be increased to $300 for such week served as CDO. Only one bargaining unit employee will be eligible to receive such a bonus per week and there will be no weekly guarantee or entitlement to such assignment. The bonus shall be considered earned for payroll and reporting purposes effective the Sunday of the on-call week. It is understood that in the event of a holiday on Monday of the following week, the CDO duty will continue until the start of the next work week (i.e., Tuesday).

Section 11 – Meal. Correctional Captains, while on duty in the County jail, will be provided one (1) meal per shift while performing their normal County duties.

ARTICLE 6 - SENIORITY

Section 1. Seniority shall be in accordance with Pierce County Sheriff's Employees Civil Service Rules.
Section 2. Recall shall be in accordance with Pierce County Civil Service Rules.

Section 3. Probationary periods shall be set in accordance with the Pierce County Sheriff's Employees Civil Service Rules.

ARTICLE 7 - REDUCTION IN FORCE

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

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

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

ARTICLE 8 - VACATIONS

Section 1.

Section 1.1. Regular full-time employees hired on or after January 1, 1983, shall be granted vacation benefits in accordance with the following schedule as of anniversary dates falling on or after the dates indicated, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle:

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<tr>
<th>Year of Employment</th>
<th>Paid Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 3rd year</td>
<td>12 days</td>
</tr>
<tr>
<td>4th through 7th year</td>
<td>16 days</td>
</tr>
<tr>
<td>8th through 13th year</td>
<td>20 days</td>
</tr>
<tr>
<td>14th through 18th year</td>
<td>23 days</td>
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</tbody>
</table>

Exhibit A to Ordinance No. 2017-48
An additional day per year to a maximum of 30 days per year.

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

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

Section 3. Eligible employees may carry over a maximum balance of vacation leave of forty-five (45) days per year from one calendar year into the next calendar year. However, upon retirement or separation from County service, employees shall be paid for a maximum of sixty (60) days accumulated annual leave.

Section 4. It is the intent that employees take accrued vacation leave during the calendar year earned, provided, employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability shall, upon approval of the Personnel Director, be allowed to carry over their entire vacation leave balance provided any excess over forty-five (45) days must be used within the next six (6) months and may not be cashed out in a lump sum payment due to termination.

ARTICLE 9 - HOLIDAYS

Section 1. Employees covered by this agreement shall be granted the following holidays off during the term of this agreement:

- New Years' Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Two Personal Holidays
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The day of observance of the above holidays shall be days specified by County ordinance. If any of the above holidays falls on a Sunday, the following Monday shall be the holiday. If the holiday falls on a Saturday, the preceding Friday shall be the holiday. The employee must be on a paid status on the normal workday preceding and following such holiday.

Exhibit A to Ordinance No. 2017-48
Section 2. Regular full-time and regular part-time employees shall receive two paid "personal" holidays. The paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later canceled by the County. In such instances, with the recommendation of the appointing authority, the Personnel Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

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

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

Section 4. Effective the first pay cycle after ratification of this Agreement by the Pierce County Council, when a Captain is designated as Command Duty Officer (CDO) for a workweek which includes New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, they shall be granted an alternate day off, regardless of the amount of work the Captain was actually required to perform on the holiday. The alternate day off can be used as authorized at a later date within the same calendar year, so long as the Captain’s absence does not result in overtime. The alternate day off for Captains assigned CDO for the work-week which includes Christmas Day must be used no later than the last day of January of the following year. This section refers to the actual holiday and not the day observed by the County. The alternate day off may not be compensated in any form upon separation of employment.

ARTICLE 10 - SICK LEAVE

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

Section 2 – Permissible Uses of Sick Leave.
Section 2.1. Sick leave shall be paid at the employee's regular base hourly rate of pay for the employee’s own needs for the following conditions:

a. Bonafide illness or injury which incapacitates the employee from performing normal duties, or

b. Employee’s disability due to pregnancy and recovery therefrom, or

c. Medical or dental care of the employee.

Section 2.2. Sick leave shall be paid at the employee’s regular base hourly rate of pay for absences required due to bona fide illness or injury to those family members whose principal residence is with the employee. The relatives to whom this section applies include mother, stepmother, father, stepfather, son, stepson, daughter, stepdaughter, brother, stepbrother, sister, stepsister, husband, wife, grandparent, grandchild, foster child, children placed for adoption and like relatives of the employee's spouse. The employer may request a statement including the nature and severity of the illness or injury, relationship to the employee and a statement of need for care or attendance of the employee.

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

a. Any health condition affecting a covered employee's child under the age of 18 years, or for a child age 18 or older and incapable of self-care, which requires treatment or supervision including:

1. Medical conditions requiring medication which cannot be self administered;

2. Medical or mental health conditions which would endanger the child's safety or recovery without the presence of a parent or guardian;

3. Any condition warranting preventive health care such as physical, dental optical or immunization services when a parent must be present to authorize;

4. Any other circumstance which would constitute a permissible use of sick leave for the employee.

b. A serious health condition or emergency condition of a spouse, parent, parent-in-law, grandparent of the employee, or child age 18 or older and incapable of self
care, which requires the employee's presence. Such leave shall only be approved for the duration of the condition.

Section 3. Abuse and misuse of sick leave are grounds for disciplinary action up to and including discharge. The Employer may investigate cases of suspected sick leave abuse and may at any time during the course of that investigation require the employee provide certification attesting to illness, injury, or other reason for leave.

Section 4. In order to qualify for sick leave pay, an employee must report the reason for the absence at the earliest possible time to enable the Employer to find a replacement, but no later than the beginning of the scheduled working day with notice as soon as feasible of the anticipated date of return to work. A physician's certification stating the kind and nature of an illness or injury, the expected duration and that the employee is incapacitated from work or the required reason for care of a family member may be required for sick leave in excess of five (5) days. The physician's letter may be required to be updated every week in writing during an extended sick leave.

Section 5. In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave, they may use their accrued vacation and accrued furlough leave, to make up the difference between the Workers' Compensation Benefits and the employee's base hourly wage.

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

1. Twenty-five percent (25%) of the employee's base hourly rate of pay for the first seventy-five (75) days or less of unused accrued sick leave days.

2. For the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150)), an amount equal to fifty percent (50%) of the employee's base hourly rate of pay for unused accrued sick leave days.

3. For the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), an amount equal to seventy-five percent (75%) of the employee's base hourly rate of pay for unused accrued sick leave days.

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

Section 7. An eligible employee separated from employment in good standing for reasons other than death, retirement, or disability shall be compensated at ten percent (10%) of
the employee's base hourly rate of pay for unused sick leave days to date of separation not to exceed two hundred (200) days.

Section 8. Eligible employees are considered to be retired for purposes of sick leave compensation when they have met the required qualifications for service retirement under their State of Washington Retirement System and have elected to receive either a lump-sum payment in lieu of retirement or have elected to receive a service or disability retirement benefit.

Section 9 - Sick Leave Incentive Program. Effective January 1, 2008, employees, including employees serving a probationary period for any part of the year, shall be awarded additional vacation leave as follows, whichever is more generous to the employee: If one day or less of sick leave is used in any calendar year, an employee will be awarded two additional days of vacation leave; if two days or less of sick leave is used in any calendar year, an employee will be awarded one additional day of vacation leave. This program shall be accomplished by the Budget and Finance Department, payroll section, as soon as practicable after the end of the calendar year. Only employees who have been in a pay status for the complete calendar year shall be eligible for this sick leave incentive program.

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

Section 10. All references to “day” in this Article shall refer to the employee’s standard hours per day (weekly hours divided by five), to a maximum of eight hours.

ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE

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

Section 2 - Bereavement Leave.

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

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

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

Section 4 - Industrial Injury Leave. Effective January 1, 2012 and for all succeeding years, Correctional Captains shall be provided one-hundred and sixty (160) hours of industrial injury leave to supplement the difference between the time-loss payments made through the County's Workers Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by another person or as a result of responding to such an incident, as determined by the Sheriff or designee, or if the employee contracts a serious communicable disease (i.e., tuberculosis, HIV, etc.) due to exposure on the job as determined by Pierce County Risk Management. Notwithstanding any of the above, an employee may also use industrial injury leave for the first three (3) days after a qualifying injury. Such industrial insurance leave shall be non-accumulating, non-transferable and shall not be payable in any form upon separation of the employee from Pierce County employment. This leave provision shall expire and the leave shall be withdrawn when persons are no longer represented by this bargaining unit.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

Section 1 - Approval Process. A leave of absence without pay may be granted after completion of one (1) year of service and approval of the Sheriff or designee up to a maximum of thirty (30) days. A leave of absence without pay for medical reasons may be granted without

Exhibit A to Ordinance No. 2017-48
regard to tenure. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the Sheriff or designee, the Personnel Director or designee, and the Civil Service Commission.

Section 2 - Impact on Accruals. All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying his/her own medical benefit cost while in an unpaid leave status to insure continued coverage. Effective October 31, 2011, those hours covered by time-loss payments through the County’s Workers’ Compensation program for an on-the-job injury are considered to be “pay status” for up to a maximum of twenty-six (26) pay cycles per covered injury.

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

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

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

Section 3 - Discontinuance of Benefits. Except as otherwise provided by law or unless otherwise provided in Article 12.2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee’s anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 14) for a period not to exceed twelve (12) months. Employees shall retain their anniversary date during a leave of absence without pay caused by an on-the-job injury and shall receive step increases per Article 6, Section 2.

Section 4 - Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with W.A.C. 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Operations Manager or elected official agrees in writing to a longer period of unpaid leave.
Section 5 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. Employees requesting reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the employee’s current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

Section 6 – Long Term Disability Insurance. The County will pay up to $63.76 per month toward LTD insurance for employees in the Captains Association from January 4, 2016, through 2017.

ARTICLE 13 - GROUP MEDICAL/DENTAL/LIFE INSURANCE

Section 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:

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<th>Premium</th>
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Total Monthly Premium: $1396.50

$1314.53       $ 81.97

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

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80)

Exhibit A to Ordinance No. 2017-48
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 Captains Association have elected the following additional coverage through the Washington Teamsters Welfare Trust, at the employee’s own cost, per month, which shall be paid by employees through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium: $11.40

Section 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.

Section 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.

Section 4. The County agrees to provide and maintain the health and welfare benefits listed above for all active regular and limited duration full-time employees provided an eligible full-time employee shall pay, through automatic payroll deduction, any medical and vision premium in excess of the amounts stated above in paragraph 13.1. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Captain’s Association who are compensated for eighty (80) hours or more in the previous month (not including any cashouts of accrued leave), provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of the amount provided for in paragraph 13.1 for Plan A or 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

Exhibit A to Ordinance No. 2017-48
(according to the County’s part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

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

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

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

Section 7. For employees on approved leave under the Family Medical Leave Act of 1993, as amended, the County shall provide benefit continuation in accordance with provisions of the Act, provided that employees shall continue to pay their premium share and eligible regular and limited duration part-time employees shall contribute their pro-rata portion to the County through automatic monthly payroll deduction or through other payment arrangements made with the County.

Section 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 through the duration of this agreement. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee’s expense.

Section 9. For the calendar year 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

Exhibit A to Ordinance No. 2017-48
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.

Section 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 the 2016 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 13.9 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 exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

**ARTICLE 14 - HOLD HARMLESS**

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

**ARTICLE 15 - RETIREMENT**

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

**ARTICLE 16 - WORKERS COMPENSATION**

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

**ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 - Definition. A grievance shall be defined as a management interpretation or application of the provisions of this Agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this Agreement. Grievances relating to discipline, suspension, demotion or removal of employees may be pursued under Article 17 of this contract or through an appeal to the Civil Service Commission pursuant to RCW 41.14. Once the employee/Association elects one appeal process, the second process is closed to them on the issues of that grievance. All other grievances shall be processed pursuant to the procedures provided in this Agreement. If an appeal is denied or dismissed by the Civil Service Commission or by an Arbitrator for lack of jurisdiction, the employee-grievant may then initiate his or her grievance/Civil Service demand for investigation within ten (10) calendar days of the dismissal action, under Step 1 of the other forum. A grievance regarding a termination shall be filed at grievance Step 2 (of the grievance procedures in this Agreement) within ten (10) working days of notification of such termination.

Exhibit A to Ordinance No. 2017-48
Section 2 - Procedure. If a decision is not returned to the Association within the time limits specified in each step below, the employee may, after the time limit has passed, present the grievance to the County representative specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered resolved.

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

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

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

Step 4. If a grievance is not resolved under Step 3, an arbitration request may be submitted by the Association Designee. Only signatories to this Agreement may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Executive or Labor Relations Designee within thirty (30) working days from the date the decision was rendered at Step 3. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the

Exhibit A to Ordinance No. 2017-48

2016-2017-CaptAssn-Final.doc  Page 23 of 28
American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

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

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

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

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

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

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

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

ARTICLE 18 - EMPLOYEE RIGHTS

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

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

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

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

ARTICLE 19 - NO STRIKE-NO LOCKOUT

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

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

Section 3 - No Lockout. The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a riot, civil commotion, due to acts of nature, or similar circumstances for the protection of property shall not be deemed a lockout.
Section 4 - Penalties. Any employee who commits any act prohibited in this article may be subject to discipline up to and including discharge, as determined by the County.

ARTICLE 20 - SAVINGS

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

ARTICLE 21 - SUBCONTRACTING

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

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

ARTICLE 22 - SAFETY AND SANITATION

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

ARTICLE 23 - MATTERS COVERED AND COMPLETE AGREEMENT

Section 1. All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made.
Section 2. The failure of the Association to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the Employer to exercise any rights reserved to it or its exercise of any such right in a peculiar way shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall be effective upon execution, except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2017. Retroactive application of any provision under Article 5 of this Agreement will be made only to those employees who are on the County’s payroll as of the date this Agreement was ratified by the employees and for those who have retired during the term of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6th day of December, 2017.

PIERCE COUNTY CAPTAINS ASSOCIATION:

By: ________________________________
    Gerald Lawrence
    President

PIERCE COUNTY:

By: ________________________________
    Joe Carrillo
    Deputy Director of Human Resources

By: ________________________________
    Bruce Dammeyer
    County Executive
### APPENDIX "A"

### ANNUAL SALARY

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<td>$123,074.61</td>
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<th>Law Enforcement Captain (Public Safety 12)</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
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Rates are approximate. Actual rates are based on payroll system calculation.