

**TRIPPLICATE
ORIGINAL**

2016 - 2017

C O N T R A C T

By and Between

PIERCE COUNTY

and

**TEAMSTERS LOCAL UNION NO. 117,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
ON BEHALF OF FORENSIC INVESTIGATORS
AND PROPERTY ROOM OFFICERS**

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C O N T R A C T

By and Between

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and

**TEAMSTERS LOCAL UNION NO. 117,
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AND PROPERTY ROOM OFFICERS**

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 Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 2 - NONDISCRIMINATION

2.1 Neither the Employer, Union, nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical handicaps or disabilities.

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

ARTICLE 3 - RECOGNITION AND UNION SECURITY

3.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for its employees employed in the following operations: Sheriff's Office, in the job classifications listed in Appendix "A", but excluding those employees represented by other labor organizations, supervisors, guards, confidential employees, and others.

3.2

3.2.1 - Union Security. All employees in the Bargaining Unit who are members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All other employees shall, as a condition of employment, within thirty (30) days of employment or the effective date of this Agreement, become and remain members of the Union in good standing for the duration of this Agreement, except as provided in subsection 3.2.2 of this Article.

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

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

3.2.2 Any employees who, pursuant to RCW 41.56.122, assert the right of non-association based on bona fide religious tenet(s), may be excluded from the terms of subsection 3.2.1 of this Article; however, such employees shall pay an amount equal to the regular Union dues and initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the public employee affected, and the bargaining representative to which such public employee would otherwise pay dues and initiation fee. The public employee shall furnish proof to the Union each month that such payment has been made to the agreed upon charitable organization. (RCW 41.56.122).

3.3 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, and initiation fees (for up to six (6) months), as certified by the Secretary-Treasurer of the Bargaining Unit. Any employee wishing to cancel the written authorization for dues deduction must notify the County and Union in writing, at which time the County will discontinue the deduction.

3.4 The Union shall indemnify and hold harmless the County against all damages assessed against the County by a legal tribunal (which will include a settlement of damages with the concurrence of the Union) by reason of action taken or not taken for the purpose of complying with any of the provisions of Sections 3.2.

3.5 An authorized officer of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule. There shall be no more than one (1) shop steward for each bargaining unit except where operations are physically separated as mutually agreed to between the Union Business Representative and the Human Resources Director.

3.6 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.

3.7 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

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

- a) To plan, direct, control and determine all the operations and services of the Employer;
- b) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
- c) To schedule and assign work;
- d) To establish reasonable work and performance standards and, from time to time, to change those standards;
- e) To assign overtime;
- f) To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (subject to Article 19 - Subcontracting);
- g) To make and enforce reasonable rules and regulations;
- h) To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law;
- i) To change or eliminate existing methods, equipment or facilities.

4.2 The 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; payment of fee is to be paid by the employer.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 - Workweek. The normal work week for full-time employees shall be forty (40) hours per week. The normal work day shall be eight hours per day. The normal work-week for part-time employees shall be twenty (20) hours per week or more. All daily scheduled hours are exclusive of the meal period.

5.1.1 During each four (4) consecutive hours of scheduled work, employees will be entitled to a fifteen (15) minute break. Rest periods shall be scheduled by the supervisor to be taken as near the mid-point of each four (4) hours worked as possible, subject to the operational needs of the department.

5.1.2 Notwithstanding the above, employees in the classification of Forensic Investigator who are specifically designated to be on-call during the meal period shall receive meal and break periods included in their daily work hours as follows. On-call status must be designated by the supervisor and must be authorized by the Sheriff or his designee.

a. - Meal Periods. The Employer shall normally provide each employee with a paid thirty (30) minute meal period as part of the employee's regular eight (8) hour shift. The employee shall remain on duty during this period and is not guaranteed a full thirty (30) minutes of time to eat.

b. - Rest Breaks. The Employer shall normally provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute rest break during the second four (4) hour period in the work day as part of the employee's regular eight (8) hour shift. The employee shall remain on duty, subject to immediate callback or cancellation should the workload require it and the employee is not guaranteed a full fifteen (15) minutes of time to rest.

5.2 - Overtime. Overtime shall apply for hours compensated in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall 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 (6)) shall be rounded to the nearest tenth of an hour. Payment for authorized overtime hours worked shall be pay or compensatory time, as authorized by the Department Head or designee when earned. Compensatory time shall be earned at time and one-half the hours for each overtime hour worked. Compensatory time accumulated shall not exceed ten (10) working days at any time. When compensatory time has been authorized and accrued, it may be used in accordance with the same policies and procedures

as vacation accruals, provided that the County may require, at its discretion, an employee to use their compensatory time accruals prior to the use of vacation accruals. Compensatory time must be mutually agreed to by the employee and Employer or the overtime premium shall be paid.

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

5.4 - Alternative Work Schedules. The Executive may provide schedules requiring a workweek of four (4) days, and in such event overtime at time and one-half shall be paid for hours worked in excess of forty (40) hours per scheduled workweek. Where such workdays are adopted, overtime and other contract language shall be converted to the alternative workday and workweek application. Employees may also petition the Executive for consideration of such work schedules.

5.5 - Assignment of Talks/Public Appearances. Forensic Investigators assigned public speaking engagements or directed to appear before a public gathering after the close of their work day shall receive a minimum of two (2) hours overtime. If the appearance requires more than two (2) hours, the additional time worked shall be paid at the overtime rate.

5.6 - Overtime for Out-of-County Residents. For employees who reside outside Pierce County, the computation of overtime when an employee is called from their residence shall begin when the employee enters the boundaries of Pierce County or reaches the approved location of their individually assigned County vehicle.

ARTICLE 6 - WAGES

6.1.1 2016. Effective January 4, 2016, employees shall be granted a 1.1% general wage increase, and effective June 20, 2016, employees shall be granted a 1% general wage increase.

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

6.1.3 Employees shown in the Pay and Class Plan as "Y-rate" (ranges beginning with numerical designation 61 or 71) shall receive no cost of living adjustment in accordance with this section above. At such time as the top pay rate of their classification meets or exceeds their "Y-rate", the employee shall be placed at the appropriate step of their regular classification and shall again be eligible for cost-of-living adjustments.

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

consideration of a performance appraisal which reflects full performance or greater.

Employees will be eligible for step increases on the first day following the accrual of twenty-six (26) accruable pay cycles. Such consideration shall be given annually until an employee reaches the maximum step of the salary range.

For the purposes of this section, "one step increment" is defined as follows: For salary ranges beginning with a numerical 1st step designation between "01" and "10", one step increment will be defined as advancing incrementally by either even-numbered or odd-numbered steps depending on their position on the pay range, with the last possible step being the highest step in the range. (Example: Employees on step 01 would advance incrementally to steps 03, 05, 07, 09 and 10.) For salary ranges beginning with a 1st step from "11" to "99", one step increment will be defined as advancing to each consecutive step. (Example: Employees on a range beginning with step 21 would advance incrementally to 22, 23, 24, 25, etc.)

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

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

6.3 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the following Sunday. The Employer will make available biweekly checks by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day.

6.4 - Mileage. Employees authorized to use their private vehicles for County business or in the performance of their official duties shall receive reimbursement of the rate permitted 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 by employees between their usual place of residence and work location.

6.5 - 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. 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. 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 approved by the Sheriff.

However, an employee who resides within ten (10) road miles from the nearest Pierce County

line as of January 1, 2010 may apply to the Sheriff or his designee for permission to take the assigned vehicle home. The Sheriff or designee shall decide the eligibility of those employees to participate in the assigned vehicle program. Application for such exception must be received by the Sheriff no later than 30 days after the ratification date of the 2010-2011 contract. No other exceptions to the Pierce County boundaries will be considered.

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

6.7 - On Call. Effective January 1, 2010, employees required to be "on call" shall be paid \$2.40 per hour on work nights, Monday through Friday, for those hours they are required to be "on call". Employees will be paid four (4) hours of base wage for each of the two (2) twenty-four (24) hour weekend "on call" shifts, starting Saturday morning and running to Sunday morning and Sunday morning to Monday morning. Employees on any "on call" shift which begins on a paid County holiday will be paid at time and one-half the normal weekend rate for "on call" duty for twenty four (24) hours.

"On call" means the employee at a minimum must be within Pierce County boundaries, sober, free from the effect of alcohol and/or any controlled substance, and in telecommunications (beeper, radio, phone) so immediately available. However, if an employee meets the requirements noted in Article 6.5 and has been approved to take a personally-assigned vehicle home based on the ten-mile exception, such employee will be allowed to be on on-call duty from that location.

Employees called out while on an "on call" status, will receive the appropriate overtime rate of pay for a minimum of two hours or the actual hours worked, whichever is greater, in addition to the "on call" pay. Pay for actual hours worked shall not begin until the employee enters the boundaries of Pierce County.

6.8 - Call Back. Forensic Investigators and Property Room employees who are called back to work after the close of their work shift shall be paid a minimum of two (2) hours at one and one-half times their base hourly rate of pay. Subsequent hours shall be at the overtime rate. Employees called out within two (2) hours or less of their next scheduled shift shall be compensated only for the additional time actually worked.

6.9 - Premium Pay. The Employer shall pay employees assigned as members on the Clandestine (Drug) Lab Team an allowance of thirty dollars (\$30.00) per pay cycle (bi-weekly) for any pay cycle in which the employee actually performs Clandestine Lab Team duties. The Employer shall pay Forensic Investigators assigned to take aerial photographs thirty dollars (\$30.00) for any pay cycle in which the employee actually performs aerial photography duties. Forensic Investigators who were assigned to aerial photography duties prior to January 1, 1989 shall be eligible to receive this premium pay upon assignment. Employees hired on or after January 1, 1989 shall not be eligible to receive this premium pay until they have been certified as skilled/trained in aerial photography by the Forensic Investigation Supervisor. Forensic

Investigators assigned to perform “firearms operability testing” shall be paid thirty dollars (\$30.00) for any pay cycle in which that work is assigned and performed.

Premium pay shall not be stacked under more than one category; an employee qualifying for more than one category shall be compensated the same as an employee qualifying under a single category.

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

6.11 - 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 factor, 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 assignment.

ARTICLE 7 - SENIORITY

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

7.2 County employees whose positions are funded by state or federal funds shall be accorded seniority in accordance with this Article unless otherwise specified by the provisions of a specific program.

7.3 - Promotions: Promotions to higher classifications covered by this Agreement shall be in accordance with the Pierce County Civil Service Rules.

7.4 - Layoffs. The appointing authority may lay off any employee in the classified service whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position because of changes in organization or other reasons outside the Employer's control which do not reflect discredit on the services of the employee; however, no regular employee shall be laid off while there are temporary or provisional employees in the same classification for which the regular employee is eligible and available.

Layoff of regular employees shall be made in inverse order of seniority in the classification involved. Wherever seniority does not establish a definite seniority differential, the order of layoffs shall be determined by the relative standing on the employment list from which appointed. In lieu of layoff, a regular or probationary employee may request a demotion to a position in a lower classification in which they have held regular status and bump the least senior employee in the lower classification.

7.5 - Seniority List. In the event of a potential layoff within the bargaining unit, the Human

Resources Department shall publish a seniority list for layoff purposes in conformance with Article 7.4.

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

7.7 - Project/Grant Employees. Employees hired to perform tasks as a part of a limited term special project or utilizing limited term grant funding shall not be eligible to "bump" or displace a bargaining unit employee not a part of the project or grant. Such employees shall not be subject to bumping by bargaining unit employees who are not a part of the project or grant. Employees hired as a part of the limited term project or grant shall be so notified in writing at the time of hire.

7.8 - Pay for Work Performed in Higher Classifications. When an employee is assigned to perform work in a higher classification for a minimum of four (4) hours or more of a normal workday, the employee shall be paid the rate of pay for those hours worked in the higher classification. Pre-approval by the Human Resources Director or designee shall be required except for cases of emergency. Compensation for working out of class shall not result in any rights to a permanent classification.

7.9 - Referral to Other Departments. Employees laid off by the Employer who are desirous of reemployment in other operations of the County while on layoff from the bargaining unit under this Agreement shall notify the Employer's Human Resources 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. In the event more than five (5) employees are qualified for the position(s), the five (5) most senior employees shall be referred.

ARTICLE 8 - VACATIONS

8.1

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

| <u>Year of Employment</u> | <u>Paid Vacation Days</u> |
|---------------------------|---------------------------|
| 1st through 3rd year | 12 days |
| 4th through 7th year | 16 days |
| 8th through 13th year | 20 days |
| 14th through 18th year | 23 days |

An additional day per year to a maximum of 30 days per year.

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

8.1.2 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 Section 8.1.1.

8.2 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.

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

8.4 Eligible employees who have completed thirteen (13) accruable 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 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.

8.6 It is the intent that employees take their 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 Department Head or designee 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 The Forensic Investigation Manager shall post a sign-up sheet no later than November 15 of each calendar year, in order for employees in the classification of Forensic Investigator to begin a sign-up process for vacation bidding for each following calendar year.

Each employee shall be allowed to schedule one vacation at a time. "One vacation" is a continuous period with no regularly scheduled work days included. After the employee schedules their first vacation period, it will be marked as "1st". No one will schedule a second vacation period until all employees have had the opportunity to schedule their first vacation.

Such sign up shall be rotated in order of seniority and each employee shall use due diligence to keep the sign-up sheet moving from one employee to the next in order for the process to be completed by January 1. The employees agree to have the schedule back to the Manager no later than December 24 so that any concerns or errors may be remedied prior to implementation beginning with the first pay cycle of the new year.

It is understood and agreed to by signatory parties that any dispute over this procedure is subject to Steps 1, 2 and 3 only of the grievance procedure. However, it is expected that any questions or concerns about this procedure should first be brought to the attention of the Forensic Investigation Manager and Administrative Bureau Chief for resolution.

ARTICLE 9 – HOLIDAYS

9.1 Regular full-time employees shall be granted the following holidays off with pay.

| | |
|----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Two Personal Holidays | |

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

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

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

9.3 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.

9.4 - Pay Rate on Holiday. All employees, except as provided in Section 9.5 below, who work on the actual date of the County holiday designated in Section 9.1 shall be paid at the rate of time and one-half of the straight-time hourly rate of pay, plus holiday pay at straight-time or an alternate day off as provided under Article 9.1.

9.5 Employees who voluntarily request to work on the actual date of the County holiday designated in Section 9.1 shall be paid at the straight-time hourly rate of pay, plus the employee shall receive an alternate day off with pay which shall be scheduled with the department director or designee and must be taken within the first forty-five (45) days following the holiday. Employees voluntarily requesting to work on the County holiday must complete a department request for authorization form and have the request approved and signed by the department director or designee. This provision shall apply to the following holidays:

Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Labor Day
Veterans' Day

ARTICLE 10 - SICK LEAVE

10.1 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 compensated excluding overtime and standby pay, 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.

10.2 – Permissible Uses of Sick Leave.

10.2.1 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. 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.

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

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, 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 require the employee provide certification

from a physician attesting to illness, injury, or other reason for leave.

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 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.

10.5 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.

10.6 Effective January 1, 1983, 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.

10.7 Eligible employees are considered to be retired for purposes of sick leave compensation and early retirement for medical insurance 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.

10.8 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 accrued sick leave days to date of separation not to exceed two hundred (200) days.

10.9 - Sick Leave Incentive Program. Effective January 1, 2010, 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.

10.10 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

11.1 - Jury Duty. Time off with pay will be granted for jury duty to regular full and 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.

11.2 - Bereavement Leave.

11.2.1 In the event of a death in the immediate family of a regular full and part-time employee, three (3) 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 (3) days of bereavement leave may be granted if authorized by the Department Director or designee in writing, if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

11.2.2 Authorized use of the additional bereavement leave in Article 11.2.1 for out-of-state travel may be taken from either the employee's accrued sick leave balance or from

the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holidays at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

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

The above total of twenty-one (21) workdays will be applied only to days on which the employee is scheduled to work for the County and shall not be applied to scheduled days off.

11.4 – Administrative Leave. Employees covered by this labor agreement are eligible for administrative leave in accordance with the conditions stated in the Pierce County Sheriff’s Manual Section 2.07.122. Such decision to place an employee on administrative leave shall be solely at the discretion of the Sheriff or designee and such decision shall be subject to Steps 1, 2 and 3 only of the grievance process set forth in this Agreement.

11.5 – Shared Leave. Shared Leave Program administration shall be in accordance with and in adherence to the Administrative Guidelines for the Career Service, Chapter 3.70 – Shared Sick Leave Program, as written. The Shared Leave Program is exempt from any grievance procedures. Any disputes with the program are handled in accordance with the Administrative Guidelines for the Career Service, Chapter 3.70 – Shared Sick Leave Program, as written.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

12.1 - Approved Process. A leave of absence without pay may be granted after completion of one year of service and approval of the operations manager or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the operations manager or designee, plus the personnel operations manager or designee, and the Civil Service Commission.

12.2 - 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 their own medical benefit cost while in an unpaid leave status to insure continued coverage. Effective January 1, 2012, those hours covered by time-loss payments through the County’s Workers’ Compensation Program for an on-the-job injury are considered to be “pay status” for up to a maximum of twenty six (26) pay cycles per covered injury.

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

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

An employee failing to return from a leave of absence within the time interval approved will 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 has so advised the Employer prior to the ending date of the approved leave, the Employer will review the circumstances on an individual case basis upon verification by a physician of the illness or injury. Due to emergency situations, unpaid leaves of absence may be extended with approval of the Human Resources Director or designee.

12.3 - Discontinuance of Benefits. 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 13) for a period not to exceed twelve (12) months.

12.4 - 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 Operating Manager agrees in writing to a longer period of unpaid leave.

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

ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE

Section 13.1 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 maximum amounts through December 31, 2016:

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 Plan, per eligible regular full-time and limited duration full-time employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction, which are hereby authorized.

The current rates for 2016 are as follows:

| | <u>Premium</u> | <u>County Pays</u> | <u>Employee Pays</u> |
|----------------------------------|----------------|--------------------|----------------------|
| Medical "PLAN A" or Group Health | \$1367.40 | | |
| Domestic Partner Medical | \$ 14.00 | | |
| Vision – Plan EXT | \$ 14.90 | | |
| Domestic Partner Vision | <u>\$ 0.20</u> | | |
| Total Month Premium: | \$1396.50 | \$ 1314.53 | \$ 81.97 |

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

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80) hours or more in three consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work eight (80) hours or more on an ongoing basis. The County's payments to Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility requirements are met and the employee shall be responsible for 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 Union have elected the following additional coverage through the Washington Teamsters Welfare Trust, at the employee's own cost, per month, which shall be paid by each employee through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium: \$11.40

Section 13.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$133.76 for the County's Washington Dental Service plan or \$112.10 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 employee's dental benefits are also subject to a pro-rata share, as provided herein.

Section 13.3 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 also subject to a pro-rata share, as provided herein.

Section 13.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of \$1314.53 for Plan A or for Group Health Cooperative, through automatic monthly payroll deduction. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of \$1314.53 for Plan A or for Group Health Cooperative, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

Section 13.5 Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are deemed to be authorized through automatic monthly payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement shall be made with the County.

Section 13.6 In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular and limited duration full-time and part-time employees shall contribute any medical and vision premium in excess of \$1314.53 for Plan A or for Group Health Cooperative or \$133.76 for the County's Washington Dental Service plan or \$112.10 for the County Willamette Dental of Washington plan and eligible regular and limited

duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

Section 13.7 Eligible employees shall be allowed to utilize the County's retiree health and welfare program(s).

Section 13.8 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.

Section 13.9 The County will provide, for eligible regular and limited duration full-time and part-time employees, a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, effective at the start of the first pay period beginning on or after January 1, 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 13.10 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 each 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 premiums.

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

Effective January 1, 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 13.11 For the 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 2017 negotiations. 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 - RETIREMENT

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

ARTICLE 15 - WORKERS COMPENSATION

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

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 - Definition. A grievance shall be defined as a dispute arising from 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 or other Civil Service matters of employees shall be pursued only in accordance with RCW 41.14. All other grievances shall be processed pursuant to the procedures provided in this Agreement. Sheriff's Civil Service employees are governed by RCW 41.14 which shall control if it conflicts with this Agreement. Copies of all grievances shall be submitted to the Union. Grievances arising from the terms of this Agreement relating to any suspension of more than twenty (20) working days, reduction in rank or pay or dismissal for cause may be appealed either through this grievance procedure or Pierce County Civil Service at the employee's option but may not be appealed through both avenues for relief.

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

No claim shall be granted for retroactive adjustment of any grievance prior to ten (10) calendar days from the date of filing a grievance.

Step 1: The grievance shall be filed by the employee or shop steward with the employee's immediate supervisor within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the supervisor shall meet with the employee. Within ten (10) 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 Department Director 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 Department Director 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 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 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 Union designee. Only signatories to this Agreement may refer a grievance to arbitration. Such request shall be presented in writing to the County Executive or Labor Relations Designee within ten (10) working days after receipt of the decision 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 impartial arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which list 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 be restricted to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the

parties hereto. Each side shall bear its own expense and fees incumbent in presenting their respective case to the arbitrator, including attorney fees.

16.3 The Union shall not be required to press employee grievances if, in the Union's opinion such grievances lack merit.

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Union or employees may have and which relate to or concern the employees and the Employer; provided, however, in alleged discrimination in violation of subsection 2.1, an employee shall elect to apply the grievance procedure herein or the grievance procedure in the Pierce County Administrative Guidelines, but not both.

The time limits set forth above may be extended by mutual agreement of the Employer and the Union.

16.5 Union class grievances may be initiated at Step 2 of the grievance procedure. Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance at any step in the procedure. Such resolution shall be final and binding upon both parties. No grievance shall be resolved without the concurrence of the County Executive or Labor Relations Designee.

16.6 Shop stewards involved in the grievance process shall be allowed paid release time from work for attendance at grievance meetings held at Steps 1, 2, 3 or 4, however, meetings occurring on scheduled time-off or extending beyond the shop steward's scheduled shift shall result in no added compensation.

If any two (2) or more employees have essentially the same grievance they must collectively present and pursue their grievance(s).

ARTICLE 17 - NO STRIKE - NO LOCKOUT

17.1 There shall be no work stoppage, slow down, boycott, sympathy strike, refusal to cross a picket line or lock out 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.

17.2 Employees who refuse to cross a legal primary picket line as recognized by the Union through its Secretary-Treasurer and the International Union which is directed at other than County facilities shall not constitute a violation of this Agreement and shall not be cause for discharge or disciplinary actions; provided, however, that such decision shall be made freely by such employees without coercion by either the Employer or the Union. Nothing in this paragraph shall be construed to preclude the Employer from continuing to maintain and operate County functions with or without replacement personnel, and employees employed in essential positions will perform their duties in accordance with paragraph 17.1 of this Article.

ARTICLE 18 - 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 discuss whether by mutual consent such invalid provision should be amended or replaced.

ARTICLE 19 - SUBCONTRACTING

The Employer will notify the Union in accordance with applicable labor laws in advance of the implementation of subcontracting out of bargaining unit work which would result in the termination or layoff of bargaining unit employees.

ARTICLE 20 - EMPLOYEE RIGHTS

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

ARTICLE 21 - SAFETY AND SANITATION

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

ARTICLE 22 – CLOTHING AND EQUIPMENT

Uniforms and all other equipment deemed necessary by the department will be furnished and /or replaced on an as needed basis as determined by the Employer's designee.

ARTICLE 23 - MATTERS COVERED AND COMPLETE AGREEMENT

22.1 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, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.

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

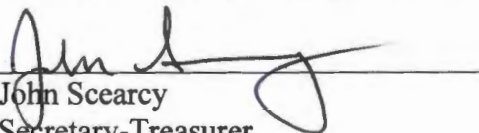
ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2016, for all those who are on the Employer's payroll as of the date this Agreement was ratified by the employees and for those who have retired or been laid-off during the term of this Agreement, but excluding all others, except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2017. Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The Union shall file such notice with the Director of Human Resources, the Employer with the directing business representative.

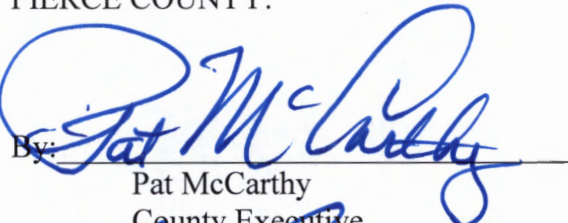
Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted to the Director of Human Resources or Designee no later than 150 calendar days before expiration of the current agreement. This Article is not intended to prevent the Union from submitting additional proposals after the 150-day deadline. However, the Union shall make a good faith effort to provide their proposals by the specified time period. The parties shall establish a deadline for submission of proposals during the collective bargaining process.

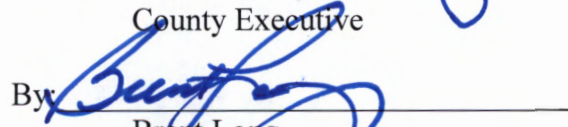
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 3 day of October, 2016.

TEAMSTERS LOCAL UNION NO. 117, ON BEHALF OF FORENSIC INVESTIGATORS AND PROPERTY ROOM OFFICERS:

By: 
John Scarcy
Secretary-Treasurer

PIERCE COUNTY:

By: 
Pat McCarthy
County Executive

By: 
Brent Long
Senior Labor Relations Analyst

APPENDIX A

PIERCE COUNTY

and

**TEAMSTERS LOCAL UNION NO. 117,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
ON BEHALF OF FORENSIC INVESTIGATORS
AND PROPERTY ROOM OFFICERS**

REPRESENTED JOB CLASSIFICATIONS

Forensic Investigator..... Public Safety 14
Property Room Officer General 16