

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

**By and Between**

**PIERCE COUNTY**

**and**

**PIERCE COUNTY DEPUTY SHERIFFS  
INDEPENDENT GUILD, LOCAL NO. 1889  
COMMUNITY SERVICE OFFICERS**

**2003 - 2005**

## TABLE OF CONTENTS

Article	Title	Page
Article 1	IDENTIFICATION OF PARTIES TO CONTRACT	4
Article 2	NON-DISCRIMINATION	4
Article 3	RECOGNITION AND GUILD SECURITY	4
Article 4	MANAGEMENT RIGHTS	7
Article 5	HOURS OF WORK AND OVERTIME 5.1 Normal Work Week 5.2 Overtime Rate 5.3 No Pyramiding 5.4 Authorized Overtime – Defined 5.5 Overtime for Mandatory Appearance 5.6 Recording of Overtime 5.7 Advisement of Supervisor - Overtime Status 5.8 Assignment of Talks - Public Appearances 5.9 Trips, Conferences, Schools, Training 5.10 Court Time – Related Outside Employment and Off-Duty Activities 5.11 Voluntary Exchange of Duty Assignments	8
Article 6	WAGES 6.1 Wages 6.2 Pay Period 6.3 Salary Steps 6.4 Examinations 6.5 Uniforms and Equipment 6.6 Damage to Personal Property in Line of Duty 6.7 Mileage 6.8 Assigned Vehicles 6.9 Use of Assigned Vehicles	11
Article 7	REDUCTION IN FORCE	13
Article 8	VACATIONS	13
Article 9	HOLIDAYS	14

Article 10	SICK LEAVE	16
Article 11	SENIORITY	18
Article 12	COMPENSATED LEAVES OF ABSENCE 12.1 Jury Duty 12.2 Bereavement Leave 12.3 Reserve Military Leaves 12.4 Civil Service Hearings	19
Article 13	UNPAID LEAVES OF ABSENCE 13.4 Unpaid Leave for Maternity Reasons 13.5 Military Leave - Active Duty	20
Article 14	GROUP MEDICAL/DENTAL/LIFE INSURANCE AND IRC 125	21
Article 15	RETIREMENT	23
Article 16	WORKERS' COMPENSATION	23
Article 17	GRIEVANCE PROCEDURE	23
Article 18	EMPLOYEE RIGHTS	26
Article 19	COVERAGE	26
Article 20	SUBCONTRACTING	26
Article 21	SAFETY AND SANITATION	26
Article 22	USE OF OFFICIAL FACILITIES	26
Article 23	TRANSFERS	26
Article 24	SAVINGS	27
Article 25	LABOR/MANAGEMENT RELATIONS COMMITTEE	27
Article 26	NO STRIKE - NO LOCKOUT	27
Article 27	MATTERS COVERED AND COMPLETE AGREEMENT	27
Article 28	INVOLUNTARY ASSIGNMENTS	28
Article 29	TERM OF AGREEMENT	28
	Appendix A	29

**2003 – 2005**

**CONTRACT**

**By and Between**

**PIERCE COUNTY**

**and**

**PIERCE COUNTY DEPUTY SHERIFFS  
INDEPENDENT GUILD, LOCAL NO. 1889  
COMMUNITY SERVICE OFFICERS**

**ARTICLE 1**

This Agreement is made and entered into by and between Pierce County, hereinafter referred to as the “Employer”, and Pierce County Deputy Sheriffs Independent Guild, Local 1889, hereinafter “Guild”. This contract applies to the separate bargaining unit within the Pierce County Sheriff’s Department comprised of the Employer’s Community Service Officers (also referred to herein as CSOs). All references in this contract to “bargaining unit” and/or “employee” and/or “Guild” pertain solely to the separate CSO bargaining unit described above and to the employees within said bargaining unit and not to any other bargaining unit or employees represented by the Guild or any other collective bargaining representative.

**ARTICLE 2 – NONDISCRIMINATION**

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

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

**ARTICLE 3 - RECOGNITION AND GUILD SECURITY**

3.1. The Employer hereby reaffirms the Memorandum of Understanding between the parties dated December 19, 2000 and recognizes the Guild as the sole and exclusive bargaining agent relative to wages, hours, and other terms and conditions of employment for the bargaining unit described in Article 1 above. This excludes those employees who are agreed to be part of separate and distinct bargaining units, confidential employees, and all others.

## 3.2.

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

3.2.2. "Members of the Guild in good standing" as used in paragraph 3.2.1, shall mean that the employee has paid timely or offered to pay the uniform initiation fees and regular monthly dues uniformly required for membership in the Guild and that the employee has otherwise fully complied with all duties and responsibilities required for full membership in the Guild.

3.2.3. "Fair-share contributors in good standing," as used in paragraph 3.2.1, shall mean that the employee has paid timely or offered to pay the uniform fair-share contribution fee designated by the Guild to reimburse the Guild for collective bargaining, contract administration, grievance adjustment and all other expenses incurred by the Guild in representing the interest of such bargaining unit employees with respect to wages, hours, personnel policies, practices and procedures and other matters affecting their general working conditions. "Fair-share contributors" shall have an equal voice on collective bargaining proposals and contract ratification proceedings but shall have no other membership benefits or privileges that appertain to Guild members in good standing.

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

3.2.5. Any employee who, pursuant to RCW 41.56.122 (1) asserts the right of non-association based on bona fide religious tenets, shall notify the Guild, in writing, of the claim of right of non-association and shall, at the same time, provide the Guild with the name(s) and address(es) of one or more nonreligious charitable organizations to which the employee is prepared to make alternative payments in an amount equal to regular Guild dues in lieu of

payments required by the Guild security provisions set forth hereinabove. Within sixty (60) days after it is served with written notice of a claimed right of non-association, the Guild shall respond to the employee, in writing, both as to the eligibility of the employee to make such alternative payments and as to the charitable organization(s) suggested by the employee. If the Guild acknowledges the eligibility of such employee to make alternative payments, the alternative payments shall be made to a nonreligious charity or to other charitable organization(s) mutually agreed upon by the employee affected and the Guild. The employee shall furnish written proof to the Guild monthly confirming that such payments have been made. In the event of a disagreement between an employee and the Guild as to the eligibility of such employee to make alternative payments or as to the organization which is to receive such payments, either the employee or the Guild may file a petition with the Public Employment Relations Commission for a declaratory ruling on the Guild security obligations of the affected employee.

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

3.3. The Employer agrees that upon written authorization of any bargaining unit employee, the Employer shall deduct from the pay of said employee the monthly amount of dues or fair-share contribution, but that amount only, as certified by the Secretary of the Guild. If the employee wishes to cancel the written authorization for dues or fair share contributor deduction, he must notify the Employer and Guild in writing, at which time the Employer will discontinue the deduction.

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

3.5. An authorized representative or designated attorney of the Guild shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule. The Employer will recognize Shop Stewards (to be designated by the Guild) from among the employees in the unit. The Guild agrees to inform the Employer of the names of its authorized Stewards, their areas of assignment and other designated representatives.

3.6. Shift Changes for Guild Representatives. In order to permit a Guild representative working swing shift to participate in a grievance, appeal, official hearing, investigation, meeting of departmental board, authorized committee meeting, or other representational activity which occurs outside the employee's scheduled shift, the employer will make an effort to accommodate requested shift changes. The requests for change in shift hours shall be verbally presented by the Guild representative to the representative's supervisor with as much advance notice as possible.

The request shall be acted upon by the Employer's designated representative in the departmental chain of command.

### 3.7. Release for Guild Business.

3.7.1. Internal Guild Business. The Guild elected officers and designated Guild representatives may utilize the leave of their choice (annual leave, personal holidays, accrued holiday leave or leave without pay) when they are absent from work to perform internal Guild business, as opposed to department authorized attendance while on duty at joint meetings involving both labor and management representatives

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

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

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

3.10. 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**

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

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

- 2) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
- 3) To schedule and assign work;
- 4) To establish work and performance standards and, from time to time, to change those standards;
- 5) To assign overtime;
- 6) To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (subject to Article 20 Subcontracting);
- 7) To make and enforce reasonable rules and regulations;
- 8) 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;
- 9) 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 drivers 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**

The parties mutually agree to establish a seven consecutive day work period for each employee in the bargaining unit consistent with the hours of work and overtime provisions set forth herein.

5.1. The basic work day shall be either a regularly scheduled primary work day consisting of eight (8) consecutive hours or a regularly scheduled alternative work day consisting of ten (10) consecutive hours. The basic work week shall generally be either five (5) consecutive primary work days or four (4) consecutive alternative work days; in no event shall a basic work week consist of more than forty (40) hours per week subject to section 5.2 below. The Employer agrees to provide employees with at least 48 hours notice of a schedule change, but the Employer may, in the event of exigent circumstances or in the interest of more efficient operations, establish a work schedule departing from the previously established basic work day and/or basic work week provided that such does not result in the employee working more than forty (40) hours per week within the employee's seven consecutive day work period subject to section 5.2 below.

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

5.2. Overtime shall be paid for authorized hours worked in excess of eight hours per day or ten hours per day (for those members working a 4/40 schedule) or forty (40) hours per week or special work shifts in excess of 40 hours per week where assigned. Payment for authorized overtime hours worked shall be pay or compensatory time, as authorized by the Sheriff 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. Compensatory time must be mutually agreed to by the employee and employer or the overtime premium shall be paid.

5.3. No Pyramiding. Compensation, whether regular, overtime or premium, shall not be paid more than once for the same hours under any provision of this Article or the Agreement. Only one premium overtime pay provision shall be paid at a time.

5.4. Authorized Overtime - Defined. Authorized overtime is (1) work performed and/or related to an appearance or attendance which is mandatory or required by issuance of a subpoena or other formal notice (authority) to appear, i.e., court appearances, civil arbitration notices, notice of trial, notice to appear before a hearing board such as parole, mental health, license revocation, etc., any written or oral department directive or memo issued by a superior officer, and which requires a member to attend any meeting, disciplinary board, hearing, etc., or other function, while off duty, and (2) emergency overtime as further defined in 5.4.2, or (3) any work performed at the direction of a superior officer which is in excess of the established work day or work week.

5.4.1. Any request for overtime compensation related to mandatory or required appearance or attendance while off duty will be documented by a written statement of the activity or duty performed, reviewed by a superior officer and authorized for payment, if authorized according to this Agreement.

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

5.5. Overtime for Mandatory Appearance. A minimum of two (2) hours of overtime pay shall be paid for any one (1) appearance in district court, superior court or other formal tribunal or hearing arising out of the employee's on-duty employment or when an officer must appear for any mandatory meeting scheduled by the department outside the officer's regularly scheduled duty hours (e.g. internal affairs interview, selection board, meeting with a supervisor, etc.) or

under circumstances authorized in Article 5.10, with continuing pay at the overtime rate of pay for all hours after the first two (2) hours; provided that the employee shall not be paid for the lunch hour unless the employee is required to work during the recess. If the court or other tribunal recesses for lunch and an appearance of the employee is required after the recess, one (1) hour will be deducted from the total time regardless of the length of the recess, unless the employee is required to work during the recess period. This minimum pay shall only apply when the officer is called in from an off-duty status.

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

5.6. Recording of Overtime. Overtime will be recorded to the nearest one tenth (1/10th) of an hour, with a minimum of six (6) minutes of actual work qualifying for compensation. The number of minutes of actual work (greater than six) shall be rounded down to the nearest tenth of an hour. This rule shall apply per incident on a daily basis, and is not cumulative per week.

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

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

5.9. Trips, Conferences, Schools, Training. Overtime will not be paid for trips, conferences, and schooling other than in-service training one day or less, unless required by FLSA.

5.10. Court Time - Related Outside Employment and Off-Duty Activities. No compensation will be paid for court appearances required in connection with outside employment.

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

## ARTICLE 6 - WAGES

6.1. Wages. All employees employed in the bargaining unit on the execution date of this contract and all former bargaining unit employees who separated from service because of an on duty or off duty disability at any time between January 1, 2003 and the execution date of this contract and all former bargaining unit employees who commenced receiving normal service retirement compensation from the State of Washington at any time between January 1, 2003 and the execution date of this 2003-2005 contract, shall be paid in accordance with the salary schedule attached hereto and marked "Appendix A" retroactive to January 1, 2003, or their date of hire, whichever is later, for any hours worked from or after January 1, 2003.

6.1.1 - 2003. Employees shall be granted a 1.53% wage adjustment effective January 1, 2003.

6.1.2 - 2004. Employees shall be granted a wage adjustment equal to 90% of the bi-monthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2003 (for information from June 2003 compared to the 12 months beginning June 2002), but not less than 2.5% nor greater than 5.5%, effective January 1, 2004.

6.1.3 - 2005. Employees shall be granted a wage adjustment equal to 90% of the bi-monthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2004 (for information from June 2004 compared to the 12 months beginning June 2003), but not less than 2.5% nor greater than 5.5%, effective January 1, 2005.

Employees shown in the Pay and Class Plan as "Y rate" (ranges beginning with numerical designation 61 or 71) shall receive one-half (1/2) of the percentage adjustment granted above.

6.2. Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight following 11:59 pm Sunday. If a payday falls on a holiday, the pay day shall be the preceding day. If the preceding day is also a holiday, the payday shall be the next preceding day. The pay day schedule will be followed unless there is a machine failure. Should payday fall on Thanksgiving week, the County may, if unable to pay on Friday, pay the following Monday.

6.3. Salary Steps. Employees on the six step range will be eligible to receive periodic step increments upon the accrual of twenty-six (26) accruable pay cycles. The salary rate (step) of employees will be automatically increased one step upon the accrual of twenty-six (26) accruable pay cycles through the midpoint (step 3) of the salary range. Increase to steps above the midpoint (Step 3) will be for merit upon consideration of a performance appraisal which reflects an overall performance of "Success" or better.

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

Employees on steps past the midpoint in their range will be reviewed each year pursuant to a performance evaluation to retain their step. If they are rated non-meritorious, then they will be moved to the next lower step 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 6 months (13 pay cycles).

Non-meritorious evaluations shall be subject to Steps 1, 2 and 3 of the grievance procedure.

6.4. Examinations. The Employer shall pay any cost attributable to examinations required by the Civil Service Commission, provided this does not apply to entry level examinations. Employees shall be entitled to necessary time off, without loss of pay when on duty, to take qualifying examinations, follow-up examinations and to be present for a personal interview for any position with Pierce County.

6.5. Uniforms and Equipment. Employees required to wear a uniform as their regular clothing will be provided two (2) issues upon employment and a third (3) issue upon satisfactory completion of six (6) months' service. Uniforms and all other department issued equipment will be replaced on an as needed basis as determined by the Division Commander. Effective January 1, 2001, employees required to wear uniforms as their regular clothing will be paid \$12.00 dollars (\$12.00) every two (2) weeks (biweekly) for cleaning of uniforms.

6.6. Damage to Personal Property in Line of Duty. Employees who, in the line of duty, suffer loss or damage to eyeglasses and other authorized personal property will have such personal property repaired or replaced at the expense of the Employer; provided further, that reimbursement for lost or damaged wristwatches and/or rings shall be limited to actual replacement cost up to one hundred twenty-five dollars (\$125.00) per item, per incident, as determined by the Employer.

6.7. Mileage. An employee who is authorized to use their private vehicle for County business or in the performance of their official duties shall receive reimbursement at the maximum rate then permitted by the IRS for actual miles of necessary travel; provided, that if the employee travels from their usual place of residence directly to or from a work site other than their regular work location, they will be reimbursed only for mileage in excess of the distance between the employee's usual place of residence and their regular work location. For example, if the round trip mileage between the employee's home and their regular work location is 50 miles and the employee drives 75 miles round trip from their home to their alternate work site and back again, the employee shall be reimbursed for 25 miles of necessary travel in their private vehicle. In no event will reimbursement for miles driven exceed an amount equal to the round trip coach air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven by an employee between their usual place of residence and usual work location.

6.8. Assigned Vehicles. Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment. The Executive agrees to inform the Guild prior to implementing any major change in the present vehicle use policy.

6.9. Use of Assigned Vehicles. Employees who are provided an individually assigned County vehicle shall not operate the vehicle outside Pierce County without prior permission of the Sheriff, except in the course of official business. 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.

### **ARTICLE 7 – REDUCTION IN FORCE**

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

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

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

7.4. If a reduction in force is determined to be necessary, employees will be laid off in accordance with the rules of the Civil Service Commission for Pierce County Sheriff’s employees.

### **ARTICLE 8 - VACATIONS**

8.1. Regular employees hired on or after January 1, 2001, shall be granted vacation benefits in accordance with the following schedule as of anniversary dates falling on or after the dates indicated, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle:

<u>During the Applicable Continuous Accruable Year of Employment</u>	<u>Paid Vacation Days</u>
First through third year	12 days
Fourth through seventh year	16 days
Eighth through thirteenth year	20 days
Fourteenth through eighteenth year	23 days

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

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

8.2. Part-time employees regularly scheduled to work at least one-half a basic work period shall be entitled to a pro rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle.

8.3. New eligible employees shall earn vacation leave at the same rate as other eligible employees but their vacation leave shall not be granted or accrued until they have completed thirteen (13) 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 each employee take accrued vacation leave during the calendar year earned, provided employees may carry over accrued vacation subject to Section 8.5. Employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability or work requirements, as determined by the Department Head or Designee, that cannot be carried over as provided in Section 8.5 of this Article, shall, upon approval of the Personnel 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. Vacation leave shall be granted on a seniority basis within each shift, squad or Unit. The parties agree that vacation leave for bargaining unit members cannot be denied or cancelled because of Deputy minimum staffing.

## **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's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Two Personal Holidays	

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

9.2. Regular full-time and regular part-time employees shall receive two 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 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 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 will 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 (70%) of their standard work hours.

9.4. Pay Rate on Holiday. All employees, except as provided in Section 9.6 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 9.6.

9.5 Holiday on Day Off. If a holiday falls on an employee’s regularly scheduled day off, the employee shall receive an alternate date off with pay which shall be scheduled with department approval and should be taken within 30 days following the holiday. Holidays occurring during a period of vacation or sick leave shall be paid as they occur and the employee shall not be charged with vacation or sick leave for the holiday.

9.6. Bargaining unit members who are regularly scheduled to take County designated holidays off may volunteer to work on a County designated holiday with the prior approval of their immediate supervisor. They must complete a “Request to Work Holiday” form prior to the recognized holiday. If they do so and their request is approved, they will receive the straight time hourly rate of pay for all hours worked and the employee shall receive an alternate day off with pay which shall be scheduled with the Sheriff or designee and must be taken within the first forty-five (45) days following the holiday. This provision shall apply to the following holidays:

Martin Luther King’s Day  
President’s Day

Memorial Day  
Labor Day  
Veteran's Day

Employees of the bargaining unit whose main responsibilities entail service to citizens who appear at work sites and who are approved to work on a County designated holiday will not be allowed to open the County facility on such a holiday unless directed to do so by the County but will utilize the time to perform other tasks.

### **ARTICLE 10 - SICK LEAVE**

10.1. Regularly scheduled full-time employees shall earn sick leave on the basis of eight (8) hours for each month compensated, excluding overtime, with no upper limit. Regular part-time employees regularly scheduled to work one half a normal workweek shall earn a pro rata portion of sick leave based on hours compensated excluding overtime, provided they are compensated at least seventy percent (70%) of their standard work hours per cycle. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle. Sick leave will not be payable to new eligible employees until they have completed thirteen (13) accruable pay cycles of employment.

#### 10.2. - Permissible Uses of Sick Leave.

10.2.1 Sick leave shall be paid at the employee's regular straight-time base hourly rate of pay 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. 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 except as provided in Article 10.2.3.b. 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.

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 leaves shall only be approved for the duration of the condition.

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

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

c. 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 straight-time base hourly rate of pay for unused accrued sick leave days.

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

10.6. 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.

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

10.8. For purposes of sections 10.5, 10.6, and 10.7 eligible employees shall be defined as employees hired prior to January 1, 1991.

10.9. Employees who use two (2) days or less of sick leave per calendar year will be allowed to convert one (1) day of sick leave to vacation leave.

## **ARTICLE 11 – SENIORITY**

11.1. Seniority is the amount of continuous service with Pierce County and shall be based on the date of hire as a full-time employee of Pierce County. Seniority for individuals having the same date of hire shall be based on their civil service standing by their order of hiring.

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

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

Except for employees separating from service under the conditions set forth in Section 11.2, an employee shall also lose seniority for the purpose of this agreement for the following reasons:

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

11.2. Notwithstanding any provision in Section 11.1 to the contrary, when at the request of the Sheriff, an employee is reinstated to a vacant position in accordance with the rules of the Civil Service Commission for Pierce County Sheriff's Employees following a retirement or voluntary termination caused by any disability, whether incurred in the line of duty or not, which rendered the employee unable to continue their service, the employee shall not lose their previously accrued seniority; provided, however, that the period of break in service shall not count towards the computation of the amount of "continuous time in service". Such a reinstated employee shall be returned under the vacation schedule they would have otherwise been in based on their original date of hire. Actual placement on the appropriate vacation schedule shall be based upon the employee's total period of continuous service. Such a reinstated employee shall be exempt from the provision in Section 10.1 requiring completion of thirteen (13) accruable pay cycles of employment, and such leave shall be available to such reinstated employee immediately upon being earned.

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

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

### 12.2. Bereavement Leave.

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

12.2.2. Authorized use of the additional bereavement leave in Article 12.2.1 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.

### 12.3. Reserve Military Leaves.

12.3.1. Military leaves of absence shall be granted as provided in RCW 38.40.060 for periods of active duty or active duty for training including weekend drills, for a period not exceeding a total of fifteen (15) working days during each year beginning October 1 and ending the following September 30, provided the request for such leave is in writing and accompanied by a valid copy of military orders. Employees entering military service for more than fifteen (15) 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 fifteen (15) calendar days will be applied only to days on which the employee is scheduled to work for the County and will not be applied to regularly scheduled days off.

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

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

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

13.1. 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 year may be granted with the approval of the Operations Manager or designee, plus the Personnel Director or designee.

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

All leaves without pay are to be requested from the Employer in writing at least thirty (30) days prior to the date such leave would commence unless an emergency 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 who fails 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 advises 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.

13.3. Unless otherwise provided by law, leaves of absence without pay shall result in the discontinuance of benefits paid by the Employer (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly.

13.4. 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 Operations Manager agrees in writing to a longer period of unpaid leave.

13.5. Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as provided by law. An employee requesting reemployment after honorable discharge or separation from such military service, within the time frames 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 14 – GROUP MEDICAL/DENTAL/LIFE INSURANCE AND IRC 125 PLAN**

14.1. The employer will pay a maximum of \$571.34 per month for eligible full-time employees and their dependents for negotiated medical, vision and prescription drug benefits for the period January 1, 2003 through December 31, 2003. Any cost of a medical plan elected by the employee over the Employer's monthly contribution of \$571.34 shall be paid by the employee through payroll deduction.

For the Regence Preferred Plan, the monthly premium shall be \$615.04. The monthly premium paid by the County shall be \$571.34.

For the Regence Selections Plan, the monthly premium paid by the County shall be \$571.34.

For the Group Health Plan, the monthly premium paid by the County shall be \$463.60.

14.2. The employer will pay a maximum of \$119.60 per month for eligible full-time employees and their dependents for dental benefits for the period January 1, 2003 through December 31, 2003.

For the Washington Dental Service Plan, the monthly premium paid by the County shall be \$119.60.

For the Columbia Dental of Washington Plan, the monthly premium paid by the County shall be \$79.69.

14.3. The employer will pay a maximum monthly life insurance premium of \$1.80 for \$10,000 of group term life insurance for eligible full-time employees for the period January 1, 2003 through December 31, 2003.

14.4. For calendar year 2004, the parties agree to reopen negotiations on overall plan design and level of contributions by the parties.

14.5. The Employer will pay a pro-rata share of medical, dental and life insurance premium costs for regular part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to full-time hours for those employees who elect coverage. Regular part-time employees who choose the Regence Preferred Plan shall pay the excess premium above \$571.34 per month in addition to their pro-rata share of the County's premium.

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

14.7. The Employer will provide a flexible spending account plan under Section 125 of the Internal Revenue Code effective at the start of the first pay period beginning on or after January 1, 2003 and continuing for the duration of the agreement. The Employer shall pay any administrative premium or cost of the plan for the duration of the agreement. All plan contributions will be at the option of the employee within the limitations of the plan and at the employee's expense.

14.8. For calendar year 2005, the parties agree to reopen negotiation on overall plan design and level of contribution by the parties, provided an agreement cannot be reached as part of the calendar year 2004 negotiations.

### **ARTICLE 15 - RETIREMENT**

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

### **ARTICLE 16 - WORKERS' COMPENSATION**

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

### **ARTICLE 17 - GRIEVANCE PROCEDURE**

17.1. 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.

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

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 his or her immediate supervisor within ten (10) working days of the occurrence which gave rise to the grievance or when the employee 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 thereafter, a written decision shall be given to the employee.

Step 2. If there is no response or satisfaction at Step 1, the employee or Guild shall file the written grievance with the Bureau Chief or designee. The grievance shall be submitted within five (5) 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 five (5) working days of receipt of the written grievance, the Bureau Chief or designee, shall meet with the employee and/or representative. Within (5) five working days thereafter, a written decision shall be given to the grievant or representative.

Step 3. If there is no response or satisfaction at Step 2, the employee or Guild shall, within five (5) working days, file the written grievance, with a statement of the specific contract provisions alleged to have been violated, to the next level of supervision and the Sheriff or his designee shall respond within five (5) working days in writing or the grievance shall be deemed denied, and may be advanced to the next Step.

Step 4: If the grievance is not settled at Step 3, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 3 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract 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 his County Executive or Labor Relations Designee, shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Step 5: If a grievance is not resolved under Step 4, an arbitration request may be submitted by the Guild designee. Only 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 five (5) working days from the date the decision was rendered at Step 4. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an 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.

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

17.4. The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Guild or employees may have and which relate to or concern the employees and the Employer; 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 Guild.

17.5. Guild 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.

17.6. Shop stewards involved in the grievance process and authorized to attend, 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).

17.7. Any rejection of a grievance on the grounds that it is not subject to this grievance procedure, or is not subject to arbitration, shall be referred to arbitration as a threshold issue in the related grievance and the arbitrator shall be directed to rule on the arbitrability issue. In the event the arbitrator determines the grievance is subject to arbitration, then the issue shall be submitted to another arbitrator selected by the parties to hear the grievance on its merits. In the event of any proceeding under this Section 17.7 the parties shall request the American Arbitration Association to submit two (2) lists of eleven (11) qualified and approved arbitrators and the parties shall select one "arbitrability" arbitrator from the first list and one "merits" arbitrator from the second list in accordance with the procedures set forth in Step 5 hereinabove.

## **ARTICLE 18 – EMPLOYEE RIGHTS**

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

be during normal County business hours or the employee's normal work hours, unless agreed to be held at other times by the employee.

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

### **ARTICLE 19 – COVERAGE**

The employer shall provide legal representation for any employee in accordance with Chapter 2.120 of the County Code, as amended.

### **ARTICLE 20 – SUBCONTRACTING**

The Employer will notify the Guild in accordance with existing applicable labor laws and engage in impact bargaining in advance of implementation of contracting out of bargaining unit work which would result in termination or layoff of any bargaining unit employee.

### **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 – USE OF OFFICIAL FACILITIES**

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

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

### **ARTICLE 23 – TRANSFERS**

Employees may submit written requests to exchange assignments with another employee on another shift, squad or unit, and such request shall be given consideration by the Employer. Employees whose requests are granted may not apply to exchange assignments again within the

2 year period following the exchange but may apply for posted job announcements. This section differs from Section 5.11 which addresses voluntary exchanges of duty assignments for a shift or workday exchange within the same pay period.

#### **ARTICLE 24 – SAVINGS**

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

#### **ARTICLE 25 - LABOR/MANAGEMENT RELATIONS COMMITTEE**

The Guild and the Employer agree to establish and maintain a joint labor/management committee, consisting of one (1) Guild representatives appointed by the Guild (one of whom shall be designated as the nominal Guild "spokesperson") and one (1) management representatives appointed by the Employer (one of whom shall be designated as the nominal management "spokesperson"). The purpose of this committee will be to provide a forum to discuss matters of interest to either party. However, the committee is not to be used as a substitute for the existing grievance procedure, nor as a substitute for formal contract negotiations. The committee will not discuss any concerns which the members feel have not been taken through the established channels of authority, but will instead refer such matters first to the proper supervisor.

#### **ARTICLE 26 – NO STRIKE – NO LOCKOUT**

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

#### **ARTICLE 27 – MATTERS COVERED AND COMPLETE AGREEMENT**

27.1. The parties acknowledge that throughout negotiations there have been discussions and exchanges of proposals on a wide range of issues, some of which were agreed upon and included within the body of this Agreement, others which were moved to Labor-Management for further discussion, and others which were not resolved and were dropped from discussion. This document commemorates in writing all agreements entered into by the parties.

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

**ARTICLE 28 – INVOLUNTARY ASSIGNMENTS**

28.1. Prior to involuntarily assigning an employee to a vacancy, the County shall first request volunteers.

28.2. Community Service Officers will not be involuntarily assigned to a vacancy unless there are no employees who volunteer for the position who 1) meet the published qualifications for the position vacancy, and 2) who are acceptable to the Sheriff for placement in the position.

**ARTICLE 29 – TERM OF AGREEMENT**

Except for any provisions which have been assigned a different specific effective date, this Agreement shall be effective January 1, 2003 and shall remain in full force and effect to and including the thirty-first (31<sup>st</sup>) day of December 2005.

IN WITNESS WHEREOF the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Pierce County Deputy Sheriffs’  
Independent Guild, Local No. 1889  
Community Service Officers:

Pierce County:

By: \_\_\_\_\_  
Bruce Barham                      Date  
CSO Unit President

By: \_\_\_\_\_  
John Ladenburg                      Date  
County Executive

By: \_\_\_\_\_  
Leann Paluck                      Date  
Chief Negotiator

By: \_\_\_\_\_  
Joe Carrillo                      Date  
Chief Negotiator

**APPENDIX A**

**SALARY RANGE FOR  
Pierce County Deputy Sheriffs  
Independent Guild, Local No. 1889  
Community Service Officers**

Represented Job Classifications by Bargaining Unit

Community Service Officer .....Range 8C 01