K#: 840154

TRIPLICATE
ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

By and Between

PIERCE COUNTY

And

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 141, UNITED STAFF NURSES UNION

January 01, 2009 - December 31, 2011

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ARTICLE 1 - PREAMBLE

This Collective Bargaining Agreement is entered into by and between Pierce County (herein referred to as the Employer) for its operations located at Puget Sound Behavioral Health (PSBH), 215 South 36th Street, Tacoma WA, and the United Staff Nurses Union, Local 141, UFCW (herein referred to as the Union).

ARTICLE 2 -NONDISCRIMINATION

Section 2.1 Nondiscrimination 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 disability.

Section 2.2 Gender If gender has been used in any job classification title or provisions of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or benefits contained in the provisions of the Agreement.

ARTICLE 3 - RECOGNITION and UNION SECURITY

Section 3.1 The Employer recognizes the United Staff Nurses Union, Local 141, UFCW as the exclusive bargaining representative for all regular full-time and regular part-time registered nurses employed by the Employer at its Puget Sound Behavioral Health facility at 215 South 36th Street in Tacoma, Washington, excluding supervisory, managerial and all other employees.

Section 3.2 Membership. All employees in the Bargaining Unit who are members of the Union on the execution date of this Agreement shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All new employees employed during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the commencement of employment or the execution of this Agreement, whichever is later, become and remain members of the Union in good standing for the duration of this Agreement, except as provided in Section 3.3 of this Article.

All employees currently employed in positions covered by this Agreement, who are not members of the Union as of the signing of this Agreement, shall be "grandfathered" into the bargaining unit and will not be required to join the Union or pay a fair share fee for the duration of their employment in a position covered by this Agreement.

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

The termination of any employee for failure to comply with the provisions of this Article shall be on written notice from the union to the Employer and employee, setting forth the reasons for the

delinquent status and allowing thirty (30) calendar days from receipt of notice to bring membership into good standing.

Section 3.3 RCW 41.56.122. Pursuant to RCW 41.56.122, any employee who asserts the right of non-association based on bona fide religious tenet(s), may be excluded from the terms of Section 3.2 of this Article, however, such employee shall pay an amount equal to the regular Union dues and initiation fee to a non-religious charity or other charitable organization(s) mutually agreed upon by the employee affected, and the bargaining representative to which such employee would otherwise pay dues and initiation fee. The employee shall furnish proof to the Union each month that such payment has been made to the agreed upon charitable organization(s).

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 only dues, as certified by the Union. Employees wishing to cancel the written authorization for payroll deductions must notify the County and the Union in writing, at which time the County will discontinue the deduction.

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

Section 3.4 Union Access. An authorized officer(s) of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigations of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to provided that such visits shall not interfere with the work process or cause undue interruption of the employee's work schedule. There shall be one (1) shop steward for each of the five (5) service areas except where operations are physically separated as mutually agreed to between the Union Business Representative and the Human Resources Director.

Section 3.5. The Pierce County Charter shall prevail in matters affecting policies relating to employees working under the jurisdiction of this Agreement. However, if provisions contained in this Agreement relating to wages, hours and working conditions are in conflict with County ordinances pertaining thereto, the terms of this Agreement shall prevail.

Section 3.6 New Positions. The bargaining unit status of new positions instituted by the Employer shall be made after taking into consideration the following elements of the job: community of interests, similarities of duties, required skills, interchange, working conditions and organizational level of the position(s) contained in this Agreement as provided by RCW 41.56.060. Any dispute in applying this Section may be resolved in accordance with the applicable law, RCW 41.56.060. The grievance procedure shall not apply in issues pertaining to this Section.

Section 3.7. A duly authorized staff representative of the Union may meet with the Director of Human Resources or designee, at a mutually convenient prearranged time, at the request of either party, to discuss matters of concern or interest to either party. Such meetings shall be for the

purpose of communications, but shall not constitute negotiations nor be constituted to violate or vacate the grievance procedure.

Section 3.8 Bulletin Boards. The County agrees to allow the Union to use designated department and service area bulletin boards for the purpose of posting notices of Union meetings, Union election results, Union appointments to office, and Union recreational or social affairs. The Union shall be solely responsible for material placed upon the board by the appropriate union representative.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 Management Rights. The Employer retains and reserves all powers to manage its operations in an effective manner with the 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 performance standards and, from time to time, to change those standards.

e) To assign overtime, limited only by RCW 49.28.139 through .150.

f) To determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased.

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 the law.

Section 4.2 Driver's License. The County has the right at any time to require an employee to provide evidence of a valid Washington 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. If no personnel action is taken as a result of the information provided by the abstract, the abstract shall be released to the employee and a record shall be kept that such an abstract was obtained. Any employee who operates a County vehicle must notify his/her immediate supervisor no later than the next business day if the employee's driver's license, including any work-related endorsements, is suspended, revoked or otherwise becomes invalid.

Section 4.3 Controlled Substance Testing. When the County has reason to believe that an employee is under the influence of alcohol and or controlled substances, the county may require the employee to submit to reasonable suspicion alcohol and/or controlled substances testing. The testing methods and thresholds for screening specimens shall be in accordance with the Pierce County Alcohol and Controlled Substances Testing Program. If the confirmatory test results are negative, all samples shall be destroyed and any reference to the testing shall be expunged from the employee's personnel file. If the results are positive and treatment is warranted as determined by the Employer, the employees covered by this Agreement will enter the Washington Health Professional Substance Abuse Monitoring Program through which assistance in the resolution of chemical dependency or substance abuse which may impact job performance shall be addressed. The County and the union acknowledge that the employee shall continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the entire program as set forth in the County's policies and procedures.

ARTICLE 5 - HOURS OF WORK & OVERTIME

Section 5.1 Forty-Hour Work Week It is intended that the normal workday shall consist of eight (8) hours of work exclusive of a thirty (30) minute lunch period. The normal workweek for full-time employees shall be forty (40) hours per week or eighty (80) hours within a fourteen (14) day period. Employees may be granted a lunch period of up to sixty (60) minutes at the Department's discretion.

Section 5.2 Overtime. Overtime shall be paid at the rate of one and one-half times the base hourly rate for all hours compensated beyond forty (40) hours per week, unless the Employer and employee have mutually agreed to an "8/80" schedule in which case overtime shall be paid in compliance with wage and hour laws. For an employee covered by this Agreement to be eligible for an "8/80" schedule, the employee shall be a regular full-time employee who is regularly scheduled for forty (40) hours a week.

Notwithstanding the preceding sentence, full-time employees who are called in to work on their regularly scheduled day off (day of rest) shall receive time-and-one-half overtime pay; such overtime pay shall only apply when the employee is not scheduled in advance to work on that particular day. Payment for authorized overtime shall be pay or compensatory time, at the employer's option. All overtime work must be authorized in advance by the Department Director or designee.

a) Overtime Assignments. Prior to assigning mandatory overtime, as provided in accordance with Article 4, Section 4.1 (e) contained herein, the employer shall make reasonable effort as defined in RCW 49.28 prior to mandating overtime.

b) Compensatory Time. Compensatory time accumulated shall not exceed ten (10) working days at any time. Compensatory time shall be accrued at the rate of one and one-half times the actual hours for which overtime payment would otherwise have been made. All overtime work must be authorized in advance by the Department Director or designee.

Section 5.3 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

Section 5.4 Flex Schedules. Flex schedules or alternate work hours may be used if mutually agreed to by the affected employee and the Department Director or designee. Flex schedules or alternate work hours may modify Section 5.1 of this Agreement but will not violate the overtime provisions of wage and hour laws.

Section 5.5 Shift Schedule Vacancy. When a shift schedule vacancy occurs or a new schedule is created, that schedule will be posted and consideration will be given first to the most senior employee of the same classification who has filed a preference for that shift. Nothing in this provision prohibits or limits the County from assigning employees to shift schedules when, in the County's determination, such assignments are necessary for the proper and/or secure operation of the facility. There will be no mandatory shift rotation unless mutually agreed to.

Section 5.6 Shift Exchange. Regular employees may voluntarily exchange their regularly scheduled shifts or workdays with prior authorization by the Employer. Any shift exchange must be completed within the same pay period. Notwithstanding any of the provisions of this Article or practice to the contrary, employees performing work during a shift or workday which has been 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.

Section 5.7 Rest/Meal Periods. During each four (4) consecutive hours of scheduled work, it is intended that an employee will have a paid rest period of up to fifteen (15) minutes. 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 patient care considerations and the proper administration of the department. All employees working more than four (4) consecutive hours shall receive an unpaid meal period of one-half (1/2) hour, or one (1) hour if agreed to in accordance with this Article, Section 5.1 above. Such meal period shall be taken near the mid-point of the shift.

Section 5.8 Weekends. The Employer will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. If any nurse is required to work on the nurse's scheduled weekend off, all time worked on that weekend shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. This section shall not apply to nurses who voluntarily agree to more frequent weekend duty and not to time spent for educational purposes. Subject to staffing needs and weekend coverage requirements, the Employer will make a good faith effort to provide additional weekends off on the posted schedule to the most senior nurse on a shift on the unit who requests the additional weekends off.

a.) Shift Defined. The following regularly scheduled weekend shall be paid at the nurse's regular rate of pay. The weekend shall be defined as Saturday and Sunday for the first (day) and second (evening) shift. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night.

b.) Weekend Trading. Subject to advance approval (Section 5.6 Shift Exchange), nurses may request the trading of weekends, providing the schedule changes do not result in the County being liable for premium and/or overtime pay.

ARTICLE 6 - WAGES/COMPENSATION

Section 6.1 Wages.

a.) 2009. Employees shall be granted a 5.22% wage adjustment effective January 1, 2009.

b.) 2010. Employees shall be granted a wage adjustment equal to ninety percent (90%) of the bimonthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2009(for information from June 2009 compared to the twelve (12) months beginning June 2008), but not less than 2.5% nor greater than 5.5% effective January 1, 2010.

c.) 2011. Employees shall be granted a wage adjustment equal to ninety percent (90%) of the bimonthly Seattle-Tacoma-Bremerton CPI-U increase reported in July 2010(for information from June 2010 compared to the twelve (12) months beginning June 2009, but not less than 2.5% nor greater than 5.5% effective January 1, 2011.

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

Section 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 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 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 thirteen (13) pay cycles provided they do not achieve a merit rating on the subsequent evaluation to be considered at the end of those thirteen (13) pay cycles.

Section 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 bi-weekly checks by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day.

Section 6.4 Mileage. Employees authorized to use their private vehicle for the Employer's business or in the performance of official duties shall receive reimbursement at 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 airfare of a common carrier. Mileage reimbursement shall not be paid for miles driven by employees between their usual place of residence and usual work location.

Section 6.4 Longevity. Employees who currently qualify for participation in the longevity program will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after January 1, 1983, shall not be eligible or participate in the longevity program.

Section 6.5 Leadworker Pay. Employees who are designated as leadworker (as defined in 3.08.144 of the Administrative Guidelines) by the appointing authority will be eligible for additional compensation above their base hourly pay at a rate of five percent (5%). Leadworker pay shall apply to hours worked only, not pay status hours. An employee shall be eligible for leadworker pay for hours when leadworker duties are assigned and worked. At such time as an employee is removed from the position or the leadworker duties are removed therefrom, the employee's compensation will revert to the base hourly rate of pay.

ARTICLE 7 - SENIORITY & LAYOFF/RECALL

Section 7.1 Seniority Except as provided in Section 7.2 "seniority" is the amount of continuous service within all operations of County government. Seniority shall date back to the date of hire, but shall not be established until completion of the "probationary period," which will normally be six (6) months, but can be extended up to three (3) months with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure beyond Step 3 contained herein. An employee shall lose seniority under this Agreement for the following reasons:

- Retirement,
- Voluntary termination,
- Discharge for cause,
- Failure to return to work after offer of recall is made,
- Failure to return to work promptly after an authorized leave of absence, and
- Absence from work, including layoff, for a period in excess of twelve (12) consecutive months.

The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service."

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

Section 7.3 Promotions. Promotions to higher job classifications covered by this Agreement shall be in accordance with the Employer's "Administrative Guidelines for the Career Service."

Section 7.4 Pay for Work Performed in Higher Classifications. When an employee is assigned to perform work of the higher classification for eight (8) hours or more, the employee shall be paid the rate of pay for hours worked in such 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 reclassification.

Section 7.5 Layoffs. When the Employer determines it is necessary to reduce the work force in classifications within a bargaining unit, regular full-time and part-time employees will be laid off based upon experience, skill, ability and qualifications to do the work (with less than thirty (30) days retraining), provided employees with the least seniority will be laid off first when the above are equal. No regular full-time or part-time employee shall be laid off or demoted while there are temporary, or probationary employees serving in the same or lower classifications in that classification series in the same bargaining unit.

7.5.1 Notice. Employees being laid off shall be given two (2) weeks notice of layoff. Such two (2) week notice shall not be required in programs where funds are discontinued by state or federal agencies with less than two and one-half (2-1/2) weeks notice to the Employer.

Section 7.6 Bumping. Bumping rights shall only apply in the employee's present classification and lower classifications in the same series for which the employee is qualified or prior lower classification in a different series the employee has held status within the County. Employees being laid off shall keep the Employer's Personnel Office informed of their current address and telephone number.

Section 7.7 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 classification in which they have held status as a regular employee in their respective bargaining unit. Employees laid off will be placed on a recall register for a period of twelve (12) consecutive months from the date of layoff. Employees laid off will be recalled and re-employed in the inverse order of layoff. 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 seven (7) business days, shall be removed from the recall register. 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.

Section 7.8 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.

Section 7.9 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 part of the project or grant. Such employees shall not be subject to bumping by bargaining unit employees who are not 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.

ARTICLE 8 - VACATION LEAVE

Section 8.1 Accruals. Effective March 31, 2003 vacation leave shall accrue as describe below in this Section for regular full-time employees each bi-weekly pay period in which the employee has been in a paid status. Employees shall accrue vacation by reason of service based on the following schedule, provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle:

During the Applicable Continuous Applicable Year of Employment	Paid Vacation Days
1st through 3rd year	12 days
4th through 7th year	16 days
8th through 13th year	20 days
14th through 18th year	23 days

After eighteen 18 years, an additional day per year to a maximum of thirty (30) days per year.

a). Employees hired during the transition from Puget Sound Hospital and who were granted vacation accrual rates in accordance with section 3.72.010.C of the Pierce County Code shall continue to accrue vacation leave in the manner described in that provision and may use vacation leave even though they may not have completed thirteen (13) accruable pay cycles.

b). Employees entering the bargaining unit from another Pierce County department or from layoff of less than twelve (12) months shall retain their accrual rates. Such employees hired on or before January 1, 1983 shall be covered by Section 3.72.010B of the Pierce County Code.

Section 8.2 Regular Part-Time. Regular part-time employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.

Section 8.3 New Employees. New eligible employees shall earn vacation leave at the same rate as other eligible employees, but their vacation leave shall not be granted or accrued until they have completed thirteen (13) accruable pay cycles of employment. New employees terminating before they have completed thirteen (13) accruable pay cycles shall not be eligible for payment for accrued vacation leave upon such termination.

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

Section 8.5 Vacation Carry Over. Eligible employees may carry over a maximum of vacation leave of forty-five (45) days per year from one (1) 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 vacation leave.

Section 8.6 Vacation Carry Over Exception. 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 Director 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) calendar months and may not be cashed out in a lump sum payment due to termination.

Section 8.7 Vacation Scheduling. Employees are encouraged to submit vacation requests of one week or more and/or vacation requests in conjunction with holidays in advance based on the following schedule: Employees shall be invited during February 1 through February 28 of each year to schedule vacation leave for the next six (6) months (April, May, June, July, August, and September) of the same year. Employees shall thereafter be invited during August 1 through August 31 of each year to request vacation leave for the remaining six (6) months (October, November, December, January, February, and March). Vacation requests shall be granted based on the operating needs of the Department with consideration given to the rotation of prime vacation periods. Additional vacation may be requested outside of the timeframes listed above and will be considered on a first-come, first-served basis based on the operating needs of the Department. However, all such requests should be submitted a minimum of two (2) pay periods in advance. In the event of an unforeseen circumstance, the Employer may adjust vacation schedules in order to meet the operating needs of the Department.

Section 8.8 Vacation Rotation. Vacations requested during Christmas, New Year's or Thanksgiving holiday periods shall be granted on a rotational basis at the Employer's discretion, provided that the identified holiday is scheduled as a work day.

ARTICLE 9 - HOLIDAYS

Section 9.1 Holidays Listed. Employees covered by this Agreement shall be granted the following paid holidays off during the term of this Agreement:

New Year's Day	Labor Day
ML King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

The day of observance of the holidays identified in this Section 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.

Section 9.2 Personal Holidays. 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 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 a manner may not be compensated in any form upon separation of employment.

a.) 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.

Section 9.3 Part-Time Employees. 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 (5), provided, they are compensated at least seventy percent (70%) of their standard work hours.

Section 9.4 Holiday on Regular Workday. When an employee is required to work on a holiday observed by the County, specified in Section 9.1 of this Agreement, that falls on the employee's regularly scheduled workday, the employee shall be compensated for the holiday at the straight-time rate and shall be compensated at the time and one-half overtime rate for the hours worked. Holiday work shall be rotated at the Employer's discretion to the extent possible.

When an employee is required to work on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor day and Christmas Day this shall mean the actual holiday (not the day the County observes as the holiday) the employee shall be compensated for the holiday at the straight-time rate and shall be compensated at the time and one-half overtime rate for the hours worked. Holiday work shall be rotated at the Employer's discretion to the extent possible.

Section 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 thirty (30) work 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.

Section 9.6. Effective January 1, 2006, employees covered by this Agreement shall be eligible to earn up to forty-eight (48) hours of furlough leave in lieu of the following holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving and Christmas. Such furlough days shall be scheduled and taken within the calendar year. Furlough days may also be "banked" to use in equalizing pay cycles but must be used within the calendar year in which earned.

9.6.1 Regularly scheduled full-time and part-time employees who are called to work on a day they have scheduled as a furlough day in Section 9.6 shall be paid at the rate of time and one-half the straight-time hourly rate of pay, plus furlough pay at straight-pay, or at the employee's option, the employee can reschedule the furlough day rather than receive pay for its loss. Employees working on a furlough holiday identified in Section 9.6 shall be compensated one and one-half times their regular rate of pay, provided this sentence shall not pyramid on the first sentence of this section.

9.6.2 Employees hired or terminated during the calendar year shall be entitled to either a beginning bank of furlough days or shall be required to reimburse the Employer for excess furlough days used, whichever is applicable, based upon the number of official holidays remaining in the calendar year at the time the employee is either hired or terminated. Employees may not begin a leave of absence (with or without pay) with a negative furlough balance; employees will be required to reimburse the employer for all negative furlough balances prior to going on a leave of absence.

9.6.3 Employees shall be invited during December 1 through December 31 each year to schedule furlough leave for the following year. Furlough leave shall be granted on a seniority basis within each shift, or unit. Requests for furlough leave for the same day in a year shall be granted on a seniority basis, unless another employee has previously requested and been granted the leave time in question. Employees who are transferred involuntarily, and who have already had their furlough leave request approved, will be allowed to retain that furlough leave schedule regardless of their seniority within the new shift, or unit to which they are transferred.

ARTICLE 10 - SICK LEAVE

Section 10.1 Accrual. Regularly scheduled full-time employees shall earn sick leave on the basis of one day for each month compensated excluding overtime 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, 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. Sick leave may be taken in one-tenth (1/10) of an hour increments.

Section 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 their job 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 eighteen (18) years, or for a child age eighteen (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 circumstances which would constitute a permissible use of sick leave for the employee.

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

Section 10.3 Sick Leave Reporting.

A.) In order to qualify for sick leave pay, employees working the day shift shall notify the Employer at least two (2) hours in advance of the shift if they are unable to report for duty. Employees working the evening shift and night shift shall notify the Employer at least four (4) hours in advance of the shift if they are unable to report for duty. Failure to do so may result in loss of paid sick leave for that day.

B.) A physician's certificate stating the kind and the 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 certificate may be required every week in writing during an extended leave.

C.) Abuse and misuse of sick leave are grounds for disciplinary action up to and including discharge. The Employer may at any time require the employee provide certification attesting to illness or injury.

Section 10.4 Sickness/Workers Compensation. In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave they may use their accumulated compensatory time and accrued vacation to make up the difference between the Workers' Compensation Benefits and the employee's base hourly wage.

Section 10.5 Sick Leave Pay Out.

a.) 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.

b). 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.

c). Eligible employees are considered to be retired for purpose 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.

Section 10.6 - Sick Leave Incentive Program. Effective January 1, 2008, employees, including employees serving a probationary period for any part of the year, shall be awarded additional vacation leave as follows, whichever is more generous to the employee: If one day or less of sick leave is used in any calendar year, an employee will be awarded two additional days of vacation leave; if two days or less of sick leave is used in any calendar year, an employee will be awarded one additional day of vacation leave. This program shall be accomplished by the Budget and Finance Department, payroll section, as soon as practicable after the end of the calendar year. Only employees who have been in a pay status for the complete calendar year shall be eligible for this sick leave incentive program.

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

Sections 10.7 All references to "day" in this Article shall refer to the employee's standard hours per day (weekly hours divided by five), to a maximum of eight hours.

ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE

Section 11.1 Jury/Witness Duty. Time off with pay will be granted for jury/witness duty to regular full and regular part-time employees called for jury duty or subpoenaed by a court as a witness as a result of their official duties as a County employee. The employee shall be paid the difference between the fees received 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.

The employee must continue to report for work on those days or parts of days when excused from jury/witness duty or whenever time spent on jury duty does not match the time regularly

scheduled for work. It is the employee's responsibility to report for work at the end of an approved leave for jury duty. Failure to do so may result in disciplinary action up to and including termination of employment.

Section 11.2 Bereavement Leave. In the event of a death in the immediate family of a regular full-time or part-time employee, three (3) working days off to a maximum of twenty-four (24) hours with pay, whichever is less, shall be granted to attend the funeral or complete burial arrangements for each death which occurs during a calendar year. 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. Authorized use of the additional three (3) days of bereavement leave in this Section for out of state travel may be taken from either the employee's accrued sick leave balance or from the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holiday at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

Section 11.3 Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of active duty or active training duty, including weekend drills, 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 then twenty-one (21) workdays, who have requested leave as prescribed above, shall be granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any vacation leave to which an employee might otherwise be entitled.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

Section 12.1 Authorized Leave Without Pay. A leave without pay may be granted with approval of the Department Director or designee up to a maximum of thirty (30) calendar days. Leaves of absence without pay over thirty (30) calendar days and up to one year (365 calendar days) may be granted with the approval of the Department director, or designee and the Human Resources Director or designee.

a.) 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 16) for a period not to exceed twelve (12) months.

b.) All leaves without pay shall 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 costs while in an unpaid leave status to ensure continued coverage.

c.) All leaves without pay are to be requested from the Employer in writing at least thirty (30) calendar 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:

- Reason for requesting the leave.
- Date leave is to begin.
- Date of return.

Failure of an employee to return from a leave of absence within the time interval approved will cause the employee to be subject to termination. In the event the employee is unable to return to work on the date specified in the request 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 in accordance with this Section.

Section 12.2 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 more than sixty (60) days appear to be required, extension beyond that time shall require the filing of a physician's certificate, stating the need for additional leave due to the sickness or disability, and must include a prognosis for recovery and an expected date the employee will be released to return to full duties.

Section 12.3 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 as required by the Uniformed Services Employment and Reemployment Rights Act (USERRA) but in no event later than (90) days of honorable discharge or separation from such military service, shall be reinstated and restored, as nearly as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

Section 12.4 Work While on Leave. Employees desiring to engage in work for another employer while on a leave of absence must first secure the approval of the Department Director and the Human Resources Director. Failure to abide by the terms of this section will result in termination.

ARTICLE 13 – GROUP INSURANCE: Medical/Dental/Life

Section 1. Medical Plans The employer will pay a maximum of $1012.98 per month for eligible full-time employees and their dependents for negotiated medical, vision and prescription drug

benefits for the period January 1, 2009 through December 31, 2009. Eligible full-time employees may not opt out of these insurance benefits.

- For the Regence Selections Plan, the maximum monthly premium paid by the County shall be $1009.19

- For the Regence Preferred Plan, the entire monthly premium shall be $1089.20. The maximum monthly premium paid by the County shall be $1012.98 and the employee shall pay the remaining amount of $76.22 per month through payroll deduction.

- For the Regence FourFront Plan, the maximum monthly premium paid by the County shall be $961.27.

- For the Group Health Plan, the maximum monthly premium paid by the County shall be $857.92

Section 2. Dental Plans The employer will pay a maximum of $144.42 per month for eligible full-time employees and their dependents for dental benefits for the period January 1, 2009 through December 31, 2009.

- For the Washington Dental Service Plan, the maximum monthly premium paid by the County shall be $144.42.

- For the Willamette Dental of Washington Plan, the maximum monthly premium paid by the County shall be $99.15.

Section 3.Life Insurance The employer will pay a maximum monthly life insurance premium of $1.73 for $15,000 of group term life insurance for eligible full-time employees for the period January 1, 2009 through December 31, 2009.

Section 4. For calendar year 2010, the parties agree to reopen negotiations on overall plan design and level of contribution by the parties, provided an agreement cannot be reached as part of the calendar year 2009 negotiations.

Section 5. For calendar year 2011, the parties agree to reopen negotiations on overall plan design and level of contribution by the parties, provided an agreement cannot be reached as part of the calendar year 2010 negotiations.

Section 6. The Employer will pay a pro-rata share of medical, dental and life insurance premium costs for regular part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to full-time hours for those employees who elect coverage. Regular part-time employees who choose the Regence Preferred Plan shall pay the excess premium above $1012.98 per month in addition to their pro-rata share of the County's premium. Part-time employees who do not elect coverage will not receive any pay in lieu of the premium payments.

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

Section 8. The Employer will provide a flexible spending account plan under Section 125 of the Internal Revenue Code effective at the start of the first pay period beginning on or after January 1, 2009 and continuing for the duration of the agreement. The Employer shall pay any administrative premium or cost of the plan for the duration of the agreement. All plan contributions will be at the option of the employee within the limitations of the plan and at the employee's expense.

ARTICLE 14 - RETIREMENT

Section 14.1 PERS. All eligible employees shall be covered under the Washington State Public Employees' Retirement System.

Section 14.2 FICA. Employees of this bargaining unit shall be covered by Social Security.

ARTICLE 15 - WORKERS COMPENSATION

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

ARTICLE 16 - GRIEVANCE PROCEDURES

Section 16.1 Definition. A grievance shall be defined as a management interpretation or application of the provisions of this Agreement that adversely affects an employee's wages, hours of work or conditions of employment and is contrary to the terms of this Agreement. 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 to the County's Personnel Board at the employee's option but may not be appealed through both avenues for relief.

a. Common Grievances If any two (2) or more employees have essentially the same grievances they may collectively present and pursue their grievance(s).

Section 16.2 Procedure. If a decision is not returned to the Union within the time limits specified in each Step as listed in Section 16.3, the employee may, after the time limit has passed, present the grievance to the County representative specified in the next step of the procedure. Grievances and appeals must be filed within the time limits specified in Section 16.3. 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 to retroactive adjustment of any grievance prior to ten (10) calendar days from the date of filing a grievance.

a. Time Limits. The time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union.

b. Appeal of Reprimands. Letters of reprimand are only subject to steps one, two and three of the grievance procedure contained herein.

c. Appeal of Suspension. A grievance regarding suspension will be filed at Step 3 within ten (10) working days of such suspension.

d. Appeal of Termination. A grievance regarding termination will be filed at Step 3 within ten (10) working days of such termination.

Section 16.3 Steps.

Step 1. The grievance, other than grievances for a suspension or discharge, shall be filed by the employee or shop steward with the employees' 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 of receipt of the written grievance, the supervisor shall meet with the employee. Within five (5) working days thereafter, a written decision shall be given to the employee.

Step 2. If a grievance is not settled at Step 1, it may be presented to the Department Director or designee. The Grievance, other than grievances for a suspension or discharge, 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 submitted 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 Department Director or designee, shall meet with the employee and/or representative. Within five (5) 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 five (5) working days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard county grievance form, shall set forth the specific contract provision(s) 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, the Union may submit an arbitration request. Such request shall be presented in writing to the County Executive or Labor Relations designee within five (5) workdays from the date the decision was rendered at Step 3. As soon as practicable thereafter or as otherwise agreed to by the parties an arbitrator shall hear the grievance.

Section 16.4 Arbitrator Selection. In the event the parties cannot agree on a selection of a arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA), or a mutually agreed upon arbitrator or source shall be requested to submit a list of eleven (11) arbitrators from which an arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. A toss of the coin shall determine who shall strike the first name.

Section 16.5 Arbitration Rules. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon the parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. Only signatures to this Agreement may refer an item to arbitration.

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

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. In alleged discrimination (Article 2, Section 2.1) issues an employee shall elect to apply the grievance procedures or other forum, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance shall be resolved without the concurrence of the County Executive, Human Resources Director or Labor Relations Designee.

Section 16.6 Mediation. The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance process.

ARTICLE 17 - EMPLOYEE RIGHTS

Section 17.1 Pre-Disciplinary Meeting. Any employee in the bargaining unit, when being questioned in a pre-disciplinary meeting about matters which may result in discipline, suspension, demotion, and/or termination, has the right to have their choice of union shop steward or union representative present within a reasonable length of time.

Section 17.2 Personnel File. Employees shall have the right to review their official personnel file maintained by the Human Resources Department on break time, lunch time, or leave status, and request amendments of any statements in their file. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. Employee evaluations are subject to Steps 1, 2, and 3 only of the grievance procedure (Article 16) in this Agreement. All performance evaluations shall be shown to the employee (and should be counter-signed by the employee to indicate compliance with this Section) before being included in their personnel file. An employee's signature does not necessarily indicate agreement.

ARTICLE 18 - NO STRIKE/NO LOCKOUT

Section 18.1 No Strike There shall be no work stoppage, slow down, 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.

Section 18.2 Secondary Boycott Employees who refuse to cross a legal, primary picket line, as recognized by the 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 action; provided, however, that such decision shall be made freely by such employees without coercion by either the Employer or the Union. Employees will be required to work and cross a primary picket line as described in this paragraph, 18.2, when deemed necessary by the County, to assure public health and safety.

Section 18.3 No Lockout The Employer agrees not to lockout during the term of this Agreement, provided that any action by the Employer in closing operations during a riot, civil commotion, due to acts of nature, or similar circumstances for the protection of property shall not be deemed a lockout.

ARTICLE 19 - SAVINGS CLAUSE

Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree or 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 such invalid provisions should be amended or replaced.

ARTICLE 20 - SUBCONTRACTING

The Employer will notify the Union in accordance with applicable labor laws, thirty days (30) in advance of the proposed implementation of subcontracting out of bargaining unit work which would result in the termination or layoff of the bargaining unit employees.

ARTICLE 21 - SAFETY

Section 21.1 The Employer and union will comply with all applicable state and federal laws to ensure worker safety and to provide a clean and sanitary work environment.

Section 21.2 Employees covered by this Agreement shall cooperate in the use and application of all appropriate safety equipment and procedures.

ARTICLE 22 - COMPLETE AGREEMENT

Section 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 whose benefits this Agreement is made.

Section 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 particular way shall not be deemed a wavier 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 23 - TERM OF AGREEMENT

Section 23.1 This Agreement shall be retroactive to January 1, 2006, 9 for all those employees who are currently on the Employer's payroll as of the date this Agreement was ratified by the employees and for those employees who have retired during the term of this Agreement, but excluding all others, except for those provisions of this Agreement which have been assigned other effective dates as herein set forth, and shall remain in full force and effect to and including the 31st day of December, 2008 11. Either party shall file a 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 or designee, the Employer with the business representative of the union.

Section 23.2 Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted no later than one hundred and eighty (180) calendar days before expiration of the current agreement.

Section 23.3 Amendment to the Agreement. Amendments to this Agreement may be made during the term by the mutual agreement of both parties. Should either party wish to amend the

Agreement, the request shall be made to the other party in writing. However, this does not bind either party to enter into negotiations on proposed amendments.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement this 19th day of February, 2009.

UFCW, UNITED STAFF
NURSES LOCAL, 141:

BY: Sharon Ness
Sharon Ness
Union Representative

PIERCE COUNTY:

BY: Pat McCarthy
Pat McCarthy
County Executive

BY: Joe Carrillo
Joe Carrillo
Labor Relations Manager

BY: Michael Taft
Michael Taft
Labor Relations Analyst 2

APPENDIX A SALARY SCHEDULE

Represented Classification (s): Registered Nurse 850000…Range 9Z

APPENDIX B DEFINITIONS

Section B.1 Regular Full-Time Employee. An employee, who is not on probation and who is in a regular position and is regularly scheduled on a schedule corresponding to the regular work schedule of the department or division.

Section B.2 Regular Part-Time Employee. An employee, who is not on probation and who is in a regular position regularly scheduled to work not less than one-half of the regular work schedule of the department.

Section B.3 Probationary Employee. An employee who is in the final step of the competitive selection process for potential career service employees, which constitutes a period of thirteen (13) accruable pay cycles, unless extended up to a maximum of seven (7) additional accruable pay cycles at the request of the Department Director and approval of the Human Resources Director. Probationary employees are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law. Terminated probationary employees have recourse to only Step 3 of the grievance process contained herein.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PIERCE COUNTY
AND
UNITED STAFF NURSES UNION LOCAL 141, UFCW

It is understood and agreed by the parties that as a result of collective bargaining for a 2009-2011 collective bargaining agreement, the parties reached this Memorandum of Understanding on the issue of a "Labor-Management Committee."

LABOR / MANAGEMENT COMMITTEE

Section 1 Purpose. The purpose of the Labor-Management Committee is to discuss matters pertaining to the improvement of employee relations, the delivery of services and patient care, to consider constructively and make recommendations regarding the professional practices of nursing and to discuss matters of the bargaining unit. The Labor-Management Committee shall have no bargaining authority. Understandings reached by the parties shall not alter or modify any provisions of the Collective Bargaining Agreement.

Section 2 Structure. A Labor-Management Committee will consist of three (3) members designated by the Union and three (3) members designated by the Employer. The Labor-Management Committee may by mutual agreement expand the number of members. The Labor-Management Committee is advisory and will meet as frequently as mutually agreed at the written request of either party.

Section 3 Format. The written request for a Labor-Management Committee shall identify the topic area, as defined in Section 1, and the issue(s) of concern for discussion. The members of a committee shall be responsible for their own notes and record of the meeting. A mutual agreement to resolve an issue will be presented by the committee members and forwarded for consideration to the Department Director or designee.

Upon execution, this Memorandum of Understanding shall become an attachment to the 2009-2011 collective bargaining agreement between the parties.

IN WITNESS WHERE OF, this Memorandum of Understanding is executed this 19 day of February, 2009.

USNU, LOCAL 141

By: _____
Sharon Ness, Business Representative

PIERCE COUNTY

By: _____
Pat McCarthy, County Executive

By: _____
Joe Carrillo, Labor Relations Manager

LETTER OF UNDERSTANDING
BY AND BETWEEN
PIERCE COUNTY
AND UFCW, UNITED STAFF NURSES UNION, LOCAL 141

It is understood and agreed by the parties that as a result of collective bargaining the parties reached this Letter of Understanding on the current issues of "Departmental Restructure" from In-Patient Facility to Residential Treatment Facility and the addition of a Secure Detox Unit.

Section 1 Purpose. The purpose of this Letter of Understanding is to facilitate communication between the Union and the County during the current restructuring and/or reorganization.

Section 2 Restructure. Currently there is a restructure and/or reorganization of the existing units and the creation of a new unit, which impacts employees covered by this bargaining unit.

Section 3 Posting. The County will determine the number of full-time and part-time FTE's for each shift on each new/existing and/or restructured units. A listing of the FTE's for each shift for all units shall be posted on the units, along with the qualifications requirements for at least five (5) days. Other vacant positions within the facility will also be posted on the units at that time. By the end of the posting period, each nurse shall have submitted in writing to the County their first, second and third choices (Article 5, Section 5.5 Shift Schedule Vacancy).

Section 4 Selection. Based upon these preference lists, the County will assign nurses to positions based upon seniority, providing skill, competence; ability and experience are considered equal in the opinion of the County. Nurses who are not assigned a position shall be considered laid off and will be given two-weeks notice of layoff.

Upon execution, this Letter of Understanding shall become an attachment to the 2009-2011 collective bargaining agreement between the parties.

IN WITNESS WHERE OF, this Memorandum of Understanding is executed this 19 day of February, 2009.

USNU, LOCAL 141

By: Sharon Ness
Sharon Ness, Business Representative

PIERCE COUNTY

By: Pat McCarthy
Pat McCarthy, County Executive

By: Joe Carrillo
Joe Carrillo, Labor Relations Manager

BY: Michael Taft
Michael Taft, Labor Relations Analyst 2