



## Pierce County Council

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### Rules and Operations Committee

Douglas G. Richardson, Chair  
Dan Roah, Vice Chair  
Connie Ladenburg, Executive Pro Tempore  
Jim McCune, Alternate

#### MEETING AGENDA

April 9, 2018 - 10:00 AM

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes: April 2, 2018
5. Approval of the Meeting Schedule for the week of April 16-20, 2018
6. Approval of the Council Agenda for April 17, 2018
  
7. **Proposal No. 2018-17, Collective Bargaining Agreement - Juvenile Court Guild**  
An Ordinance of the Pierce County Council Ratifying the Collective Bargaining Agreement Reached With the Pierce County Juvenile Court Guild and Amending the Pierce County Salary Classification Plan.  
  
Sponsored by: Councilmember Pam Roach  
Council contact person: Paul Bocchi (253) 798-7304  
Department contact person: Human Resources – Joe Carrillo, (253) 798-6690  
and Debbie Young, (253) 798-7762  
Date of final Council hearing: April 17, 2018
  
8. **Proposal No. R2018-44, Appointments - Drainage District 10**  
A Resolution of the Pierce County Council Appointing Bruce L. Gardner, Rawley Johnson, and Hendrik “Hank” Baarslag to the Drainage District No. 10 Board of Commissioners to Fill Existing Vacancies.  
  
Sponsored by: Councilmember Rick Talbert  
Council contact person: Hugh Taylor, (253) 798-3665  
Date of final Council hearing: April 17, 2018
  
9. Other Business
10. Adjournment

*Regularly scheduled meetings are broadcast live and replayed on channel 22 (Comcast and Click! Network) and on channel 20 (Rainier Connect).  
Electronic meeting material can be accessed at [www.piercecountywa.org/councilcommittees](http://www.piercecountywa.org/councilcommittees).  
Video archives are available at [www.piercecountytv.org](http://www.piercecountytv.org).*

**Minutes**  
**Rules and Operations Committee**  
**April 2, 2018**

*(Note: These minutes are not verbatim. Video recordings are available at <http://wa-piercecountytv.civicplus.com/index.aspx?NID=100>. Audio recordings are available upon request.)*

**1. Call to Order**

The Rules and Operations Committee was called to order at 10:02 a.m. by Chair Richardson.

**2. Roll Call**

The Clerk called the roll. There were 3 members present and a quorum.

Committee Members present: Douglas G. Richardson, Chair; Connie Ladenburg, Executive Pro Tem were present; and Councilmembers Dan Roach were present. Also present: Councilmembers Pam Roach, Rick Talbert and Derek Young were also present.

Staff present: Hugh Taylor, Senior Legislative Analyst; Paul Bocchi, Budget Analyst; Mike Kruger, Senior Legislative Analyst; Jeff Cox, Deputy Legal Counsel; Tom Swanson, Legislative Analyst; Councilmember Assistants, Alice McDaniel, Tammi Lewis, David Prutzman, and Mark Williams. There were 6 guests present.

**3. Approval of Agenda:**

The agenda was approved as presented.

**4. Approval of Minutes:**

Roach moved approval of the minutes of the March 26, 2018, Rules and Operations Committee meeting. The minutes were approved as presented.

**5. Approval of the Meeting Schedule**

Taylor reviewed the Meeting Schedule for the week of – April 9-13, 2018. Roach moved approval; motion seconded and passed on a voice vote.

**6. Approval of the Council Agenda**

Taylor reviewed the Council Agenda for the April 10, 2018, Council Meeting. Roach moved approval as amended; motion seconded and passed on a voice vote.

**7. Proposal No. 2018-11, 2018 Budget Supplemental**

An Ordinance of the Pierce County Council Amending Ordinance No. 2017-73s3; Modifying the 2018 Pierce County Budget.

The Clerk read the title into the record. Bocchi explained Proposal No. 2018-11 and answered questions of Councilmembers.

Roach moved an oral amendment to amend the amount of the Use of Fund Balance from on Page 1 and 4 of the Ordinance from \$322K to \$320K; motion seconded and passed on a voice vote.

Amendment 1 as amendment passed as amended; motion seconded and passed on a voice vote.

The Chair called for public testimony:

Gary Robinson, Director of the Finance Department spoke to Proposal No. 2018-11. Robinson answered questions of Councilmembers.

Roach moved to forward Proposal No. 2018-11 to the full Council s substituted; motion seconded and passed on a voice vote.

**8. Proposal No. R2018-36, Application for RCO Grant for the WWRP Projects**

A Resolution of the Pierce County Council Authorizing the Pierce County Executive to Apply for Funding Assistance for Washington Wildlife and Recreation Program (WWRP) Projects to the Recreation and Conservation Funding Board as Provided in Public Law 114-94, 23 U.S. Code Section 206, Chapter 79A.25 of the Revised Code of Washington (RCW), Title 286 of the Washington Administrative Code (WAC), and Other Applicable Authorities.

The Clerk read the title into the record. Kruger explained Proposal No. R2018-36 and introduced Joseph Coppo, Parks and Recreation Services.

Coppo provided a PowerPoint Presentation to the Rules and Operations Committee. A copy is contained in the meeting file. Coppo answered questions of Councilmembers.

Roach moved to forward Proposal No. R2018-36 to the full Council with a Do Pass recommendation; motion seconded and passed on a voice vote.

**9. Other Business: None**

**10. Adjournment**

There being no further business, the meeting was adjourned at 10:50 a.m.

Attest:

\_\_\_\_\_  
Jenifer Schultz, Committee Clerk

Approved:

\_\_\_\_\_  
Douglas G. Richardson, Chair

\_\_\_\_\_  
Date

1 Sponsored by: Councilmember Pam Roach  
2 Requested by: Executive/Human Resources

3  
4  
5  
6 ORDINANCE NO. 2018-17  
7

8  
9 **An Ordinance of the Pierce County Council Ratifying the Collective**  
10 **Bargaining Agreement Reached With the Pierce County**  
11 **Juvenile Court Guild and Amending the Pierce County Salary**  
12 **Classification Plan.**  
13

14 **Whereas**, Pierce County, through its Executive and appropriate administrative  
15 officials, has been engaged in labor negotiations with employees represented by the  
16 Pierce County Juvenile Court Guild; and

17  
18 **Whereas**, the parties have reached a tentative agreement; and

19  
20 **Whereas**, employees of the County represented by the Pierce County Juvenile  
21 Court Guild have ratified a collective bargaining agreement attached hereto as Exhibit  
22 A; and

23  
24 **Whereas**, it is necessary to amend the Salary Classification Plan to effect the  
25 agreed upon or requested pay increases; and

26  
27 **Whereas**, said agreements are subject to Council ratification; **Now Therefore**,

28  
29 **BE IT ORDAINED by the Council of Pierce County:**  
30

31 Section 1. The terms and provisions of the collective bargaining agreement  
32 between Pierce County and the Pierce County Juvenile Court Guild are hereby ratified  
33 and approved by the Council. Said agreement includes wage adjustments of 1.8%  
34 effective January 1, 2018, and 2.5% effective January 14, 2019.

35  
36 Section 2. The collective bargaining agreement between Pierce County and the  
37 Pierce County Juvenile Court Guild, as ratified, is attached hereto as Exhibit A to this  
38 Ordinance, and by this reference incorporated.  
39  
40



1 Section 3. Effective January 1, 2018, and January 14, 2019, the Salary  
2 Classification Plan is amended to reflect the general wage increases authorized and  
3 approved under Section 1 of this ordinance.

4  
5 **PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

6  
7 ATTEST:

**PIERCE COUNTY COUNCIL**  
Pierce County, Washington

8  
9  
10  
11 \_\_\_\_\_  
12 **Denise D. Johnson**  
13 Clerk of the Council

\_\_\_\_\_

**Douglas G. Richardson**  
Council Chair

14  
15  
16 \_\_\_\_\_

**Bruce F. Dammeier**  
Pierce County Executive  
Approved \_\_\_\_\_ Vetoed \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2018.

17  
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22  
23 Date of Publication of  
24 Notice of Public Hearing: \_\_\_\_\_

25  
26 Effective Date of Ordinance: \_\_\_\_\_



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**2018 - 2019**

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

**By and Between**

**PIERCE COUNTY**

**and**

**PIERCE COUNTY JUVENILE COURT GUILD**

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
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43  
44  
45  
46  
47  
48  
49  
50  
51  
52

<b>ARTICLE</b>	<b>PAGE</b>
ARTICLE 1 .....	5
ARTICLE 2 - NONDISCRIMINATION .....	5
2.1 .....	5
2.2 .....	5
ARTICLE 3 - RECOGNITION AND GUILD SECURITY.....	5
3.1 .....	5
3.2 .....	5
3.3 .....	6
3.4 .....	6
3.5 .....	6
3.6 .....	6
3.7 Guild Use of Bulletin Boards .....	7
ARTICLE 4 - MANAGEMENT RIGHTS .....	7
4.1 .....	7
4.2 .....	7
4.3 .....	8
ARTICLE 5 - WAGES AND OVERTIME .....	8
5.1 Wages .....	8
5.2 Step Plan .....	8
5.3 Pay Period .....	9
5.4 Overtime .....	9
5.5 No Pyramiding .....	9
5.6 Compensatory Time .....	10
5.7 Damage to Personal Property .....	10
5.8 Lunches .....	10
5.9 Call-Back, Telephone Consultation .....	10
5.10 Out of Class Pay .....	11
5.11 Meal Periods .....	11
5.12 Rest Breaks .....	11
5.13 Court Activities.....	11
5.14 Night Shift.....	11
ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE.....	12
6.1 Definition.....	12
6.2 Procedure.....	12
6.3 .....	13
6.4 .....	13
6.5 .....	13

**TABLE OF CONTENTS (Continued)**

<b>ARTICLE</b>	<b>PAGE</b>
6.6 .....	13
ARTICLE 7 - VACATIONS .....	14
7.1 .....	14
7.2 .....	14
7.3 .....	14
7.4 Payment for Accrued Leave on Termination .....	14
7.5 Vacation Leave Carryover .....	15
7.6 .....	15



1	ARTICLE 8 - HOLIDAYS.....	15
2	8.1 .....	15
3	8.2 .....	15
4	8.3 .....	16
5	8.4 Furlough Days .....	16
6	ARTICLE 9 - SICK LEAVE.....	16
7	9.1 .....	16
8	9.2 .....	17
9	9.3 .....	18
10	9.4 .....	18
11	9.5 .....	19
12	9.6 .....	19
13	9.7 .....	19
14	9.8 .....	19
15	9.9 .....	19
16	ARTICLE 10 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE .....	19
17	10.1 .....	19
18	10.2 .....	21
19	10.3 .....	21
20	10.4 .....	21
21	10.5 .....	21
22	10.6 .....	21
23	10.7 .....	22
24	10.8 .....	22
25	10.9 .....	22
26	10.10.....	22
27	10.11.....	22
28	ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE .....	23
29	11.1 Jury Duty .....	23
30	11.2 Bereavement Leave .....	23
31	11.3 Reserve Military Leave .....	24
32		
33		
34	<b>TABLE OF CONTENTS (Continued)</b>	
35		
36	<b>ARTICLE</b>	<b>PAGE</b>
37		
38	11.4 Inclement Weather or Condition .....	24
39	ARTICLE 12 - UNPAID LEAVES OF ABSENCE.....	25
40	12.1 .....	25
41	12.2 .....	25
42	12.3 Military Leave – Active Duty.....	25
43	ARTICLE 13 - SAVINGS.....	25
44	ARTICLE 14 - HOLD HARMLESS.....	25
45	ARTICLE 15 - RETIREMENT .....	26
46	ARTICLE 16 - WORKER'S COMPENSATION.....	26
47	ARTICLE 17 - MATTERS COVERED AND COMPLETE AGREEMENT.....	26
48	17.1 .....	26
49	17.2 .....	26
50	ARTICLE 18 - SAFETY .....	26
51	ARTICLE 19 - SENIORITY .....	26
52	19.1 Seniority.....	26



1	19.2 Layoffs.....	27
2	19.3 Notice.....	27
3	19.4 Bumping .....	27
4	19.5 Recall Within Bargaining Units.....	27
5	ARTICLE 20 - SUBCONTRACTING .....	28
6	ARTICLE 21 - WORK RULES.....	28
7	21.1 Work Schedules.....	28
8	21.2 Workweek.....	28
9	21.3 Shift Schedule Vacancy .....	29
10	21.4 .....	29
11	21.5 Gender Minimums on Shift .....	29
12	21.6 Light Duty.....	29
13	ARTICLE 22 - NO STRIKE - NO LOCKOUT .....	30
14	ARTICLE 23 - EMPLOYEE RIGHTS.....	30
15	23.1 .....	30
16	23.2 Personnel Records and Information.....	31
17	23.3 Just Cause .....	31
18	23.4 Recording of Investigatory Interviews .....	31
19	ARTICLE 24 - TERM OF AGREEMENT.....	32
20	APPENDIX A - REPRESENTED CLASSIFICATIONS .....	33
21	MOU REGARDING LIGHT DUTY.....	33
22		



1 2018 - 2019

2  
3 **C O N T R A C T**

4  
5 **By and Between**

6  
7 **PIERCE COUNTY**

8  
9 **and**

10  
11 **PIERCE COUNTY JUVENILE COURT GUILD (PCJCG)**

12  
13  
14  
15 **ARTICLE 1**

16  
17 This Agreement is made and entered into by and between Pierce County for its operations listed below,  
18 hereinafter referred to as the "Employer", and the Pierce County Juvenile Court Guild, hereinafter referred  
19 to as the "Guild".

20  
21  
22 **ARTICLE 2 - NONDISCRIMINATION**

23  
24 2.1 Neither the Employer, Guild nor any employee shall in any manner whatsoever discriminate against  
25 any employee or applicant for employment on the basis of race; color; religion; gender; marital status;  
26 national origin; age; or sensory, mental or physical handicaps or disabilities.

27  
28 2.2 No employee shall be discharged or discriminated against because of membership or lack thereof  
29 or lawful activity in the Guild, provided such activities are not carried on so as to interfere with the normal  
30 work process.

31  
32  
33 **ARTICLE 3 - RECOGNITION AND GUILD SECURITY**

34  
35 3.1 The Employer hereby recognizes the Guild as the sole and exclusive bargaining agent relative to  
36 wages, and wage related benefits for full-time and regular part-time employees of the Pierce County  
37 Juvenile Corrections Facility, including the Juvenile Detention Officer 1, Juvenile Detention Officer 2,  
38 Juvenile Detention Officer Lead, Juvenile Detention Officer 3, and Licensed Practical Nurse as listed in  
39 Appendix A, but excluding those employees represented by other labor organizations, supervisors,  
40 confidential employees, and all others.

41  
42 3.2

43 3.2.1 - Guild Security. All employees in the bargaining unit who are members of the Guild on the  
44 effective date of this Agreement shall, as a condition of employment, remain members of the Guild  
45 in good standing for the duration of this Agreement. All new employees employed during the life  
46 of this Agreement shall, as a condition of employment, within thirty (30) days after the  
47 commencement of employment or the effective date of this Agreement, whichever is later, pay to  
48 the Guild a fair share fee, as defined below, or become and remain members of the Guild in good  
49 standing for the duration of this Agreement, except as provided in Article 3, Section 2.2.



1 "Good standing", as used in this Article 3, shall mean that the employee has paid timely or offered  
2 to pay the uniform initiation fees and regular monthly dues uniformly required for membership in  
3 the Guild.  
4

5 "Fair share fee" as used in this article, shall mean a fee representing the pro-rata share of the Guild  
6 expenses which are related solely to collective bargaining, contract administration, and grievance  
7 processing and shall exclude any unrelated expenses including, but not limited to expenses of  
8 organizing, advertising, political contributions, etc. incurred on behalf of represented employees.  
9

10 3.2.2 Any employee who, pursuant to RCW 41.56.122, asserts the right of non-association based  
11 on bona fide religious tenet(s), may be excluded from the terms of subsection 3.2.1 of this Article;  
12 however, such employees shall pay an amount equal to the "fair share fee" to a non-religious charity  
13 or other charitable organization mutually agreed upon by the public employee affected, and the  
14 bargaining representative to which such public employee would otherwise pay dues and initiation  
15 fee. The public employee shall furnish proof to the Guild each month that such payment has been  
16 made to the agreed upon charitable organization.  
17

18 3.3 The County agrees that upon written authorization of any employee who is eligible to be a member  
19 of a bargaining unit, the County shall deduct from the pay of said employee the monthly amount of dues or  
20 fare share fee, as certified by the Secretary of the bargaining unit, and pay those sums to the Guild.  
21

22 3.4 The Guild shall indemnify and hold harmless the County against all claims, demands, suits or other  
23 form of liability, including attorney's fees, that shall arise out of or by reasons of action taken or not taken  
24 by the County for the purpose of complying with any of the provisions of this Article.  
25

26 3.5 An authorized officer of the Guild shall have access to the Employer's operations at reasonable times  
27 for the purpose of investigation of grievances pursuant to Article 15, and adjusting disputes provided that  
28 such visit shall not interfere with the work process or cause interruption of the employees' work.  
29

30 3.6 Bargaining unit status of new positions instituted by the Employer shall be made after taking into  
31 consideration the following elements of the job: the community of interest, similarities of duties, required  
32 skills, interchange, working conditions and organizational level of the positions contained in Appendix "A"  
33 as provided in RCW 41.56.060. Any dispute in applying this section may be resolved in accordance with  
34 the conditions of this Agreement or applicable law RCW 41.56.060. The grievance procedure shall not  
35 apply in issues pertaining to this section.  
36

37 3.7 - Guild Use of Bulletin Boards. The County agrees to allow the Guild to use designated departmental  
38 bulletin boards for the purpose of posting notices of Guild meetings, Guild election returns, Guild  
39 appointments to office and Guild recreational or social affairs. The Guild shall be solely responsible for  
40 material placed upon the board by the appropriate Guild representative.  
41  
42  
43

#### 44 **ARTICLE 4 - MANAGEMENT RIGHTS**

45  
46 4.1 The Employer retains and reserves all powers and authority to manage its operations in an effective  
47 manner with the sole and unquestioned right and prerogative in accordance with applicable laws,  
48 regulations, and the Pierce County Charter, subject only to the limitations stated in this Agreement:  
49

- 50 a) To plan, direct, control and determine all the operations and services of the Employer;  
51



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

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

4.3 The County has the right at any time to require an employee to provide evidence of a valid driver's license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the Employer.

**ARTICLE 5 - WAGES AND OVERTIME**

**5.1 - Wages.**

5.1.1 - 2018. Effective January 1, 2018, employees shall be granted a general wage increase of 1.8%.

5.1.2 – 2019. Effective January 14, 2019, employees shall be granted a wage increase of 2.5%.

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

For the purposes of this section, "one step increment" is defined as follows: For compensation grade profiles identified with "inc 2", one step increment will be defined as advancing incrementally by either even-numbered or odd-numbered steps depending on their position on the pay range, with the last possible step being the highest step in the range. (Example: Employees on Step 1 would advance incrementally to steps 3, 5, 7, 9 and 10.) For compensation grade profiles identified with "inc 1", one step increment will be



1 defined as advancing to each consecutive step. (Example: Employees on a range beginning with step 1  
2 would advance incrementally to 2, 3, 4, 5, etc.)  
3

4 Employees shown in the Pay and Class Plan as "Y rate" shall receive no cost-of-living adjustment in  
5 accordance with this section. At such time as the top pay rate of their classification meets or exceeds their  
6 "Y-rate", the employee shall be placed at the appropriate step of their regular classification and shall again  
7 be eligible for cost-of-living adjustments.  
8

9 Effective January 1, 2020, when an employee is Y-rated on or after January 1, 2020, the Y-rate will remain  
10 in effect for up to two years or until the top pay rate of their classification meets or exceeds their Y-rate,  
11 whichever comes first. Effective the first day of the first pay cycle after the Y-rate ends, the employee shall  
12 be placed at the appropriate step of their regular classification and shall again be eligible for cost-of-living  
13 adjustments.

14 Non-meritorious evaluations shall be subject to Steps 1, 2 and 3 only of the grievance procedure.  
15

16 5.3 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and  
17 ending at midnight the second following Sunday. The Employer will make available bi-weekly pay stubs  
18 by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls  
19 on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall  
20 be the preceding day. All employees will be paid via direct deposit no later than July 31, 2013 and checks  
21 will no longer be issued.  
22

23 5.4 - Overtime. Overtime shall apply for hours compensated by persons employed in all bargaining unit  
24 classifications in excess of forty (40) hours per week, recorded to the nearest one-tenth (1/10<sup>th</sup>) of an hour.  
25 Payment for authorized overtime hours shall be at the rate of time and one half the base hourly rate of pay.  
26 Overtime must be authorized and approved by the Juvenile Court Administrator or designee and any  
27 authorized overtime hours worked shall be at the rate of time and one-half the base hourly rate of pay unless  
28 compensated as compensatory time as provided in Section 5.6 of this Article. An employee who declines  
29 to work voluntary overtime shall not have their performance evaluation negatively affected as a result of  
30 their choice to decline the voluntary overtime. However, management reserves the right to assign  
31 mandatory overtime. Employees working unauthorized overtime may be subject to discipline.  
32

33 Overtime work shall be distributed as equally as practicable among employees working within each work  
34 unit provided they have indicated in writing a desire to work overtime to their supervisor. Any problems  
35 arising out of such distribution shall be referred to the labor-management committee for resolution.  
36

37 5.4.1 – Mandatory Overtime. When in the County's determination it is reasonable to do so, the  
38 employer will attempt to meet its overtime requirements on a voluntary basis. If there are no  
39 volunteers for the overtime, the employer may mandate employees to work overtime. Once an  
40 employee is mandated to work an overtime shift, he/she shall inform the Detention Manager of the  
41 date and time of the mandatory overtime. The Detention Manager or designee shall track mandatory  
42 overtime assignments in order to attempt to distribute mandated overtime equally. Mandatory  
43 overtime will be distributed to the least senior person on shift who has not previously performed a  
44 mandatory overtime shift. If all staff on shift have previously performed mandatory overtime, the  
45 shift will be assigned to the staff member who has worked the fewest number of mandatory shifts.  
46 If there are multiple staff with the same number of mandatory shifts, it will be assigned to the staff  
47 member who completed a mandatory shift with the oldest date. The two previous calendar years  
48 and the current year will be used to track the frequency of mandatory overtime. Mandatory overtime  
49 for gender or classification requirements may require an employee to have more mandatory shifts  
50 when required to work for these reasons.  
51



1 5.5 - No Pyramiding. Compensation shall not be paid more than once for the same hours under any  
2 provision of this Article or Agreement.

3  
4 5.6 - Compensatory Time.

5  
6 5.6.1 Payment for overtime worked in accordance with Section 5.4 of this Article may, by mutual  
7 agreement of the employee and the employer, be made as compensatory time which shall accrue at  
8 the rate of one and one-half the number of overtime hours worked at the time earned. Employees  
9 may accrue a maximum of ten (10) times their standard daily hours to a maximum of eighty (80)  
10 hours of compensatory time, whichever is less. Any overtime hours worked after the maximum is  
11 reached shall be compensated in accordance with Section 5.4 of this Article.

12  
13 5.6.2 Compensatory time off may be taken at the discretion of the employee with the supervisor's  
14 consent.

15  
16 5.6.3 In the event the employee terminates for any reason, accrued compensatory time shall be paid  
17 off to the employee or their heirs.

18  
19 5.7 - Damage to Personal Property. Employees who unavoidably suffer a loss or damage to essential and  
20 authorized personal property in the line of duty will have such personal property repaired or replaced at  
21 County expense; provided that reimbursement for lost or damaged wristwatches and/or rings shall be  
22 limited to the actual replacement cost up to one hundred and twenty-five dollars (\$125) as determined by  
23 the employer.

24  
25 5.8 - Lunches. All employees of the bargaining unit, while on duty, will be provided one (1) meal per shift  
26 while performing their normal County duties.

27  
28 5.9 - Call-Back, Telephone Consultation.

29  
30 5.9.1 - Call-Back. Regular full-time employees called to return to work after leaving the workplace  
31 at the end of a shift and before the start of their next scheduled shift shall be compensated at the rate  
32 of time and one-half for a minimum of two (2) hours or the actual hours worked, whichever is  
33 greater. Regular full-time employees called-out within two (2) hours or less of their next scheduled  
34 shift shall be compensated only for the additional time actually worked; such compensation shall be  
35 at the time and one-half rate.

36  
37 5.9.2 - Telephone Consultation. This section shall only apply to the classification of Licensed  
38 Practical Nurse. Medical telephone consultations at home shall be considered time worked and  
39 shall be paid as follows: an employee shall receive fifteen (15) minutes of compensated time for an  
40 initial consultation lasting between one to fifteen minutes. Additional consultations shall be  
41 considered compensated as part of the initial fifteen (15) minutes, so long as the total time of  
42 consultation does not exceed fifteen (15) minutes in any twenty four (24) hour period beginning at  
43 the end of the employee's shift. If an initial consultation extends longer than fifteen (15) minutes  
44 the employee would be compensated for the actual time worked and any additional calls shall be  
45 compensated for the actual time worked. The amount of time compensated shall be rounded to the  
46 nearest 1/10th of an hour. Final determination in any dispute on hours worked under this section  
47 will be made by the Detention Manager and shall not be subject to the grievance procedure.

48  
49 5.10 - Out of Class Pay. An employee who is temporarily assigned work in a higher classification, and in  
50 fact performs the full scope of work of the higher classification for one (1) working day or more, shall be  
51 paid at the rate of pay assigned to the higher classification. Pre-approval by the Administrator or designee  
52 shall be required except in cases of emergency.



1  
2 5.10.1 –Training Pay. Employees certified as defense tactics instructors shall receive an additional  
3 five (5) percent of their base hourly salary for each hour spent performing defensive tactics training.  
4 Employees shall receive an additional five (5) percent of their base hourly salary for each hour they  
5 are designated by the County to do training as “new hire trainers” and “central control trainers”.

6  
7 5.11 - Meal Periods. The Employer shall provide each employee with a paid thirty (30) minute meal period  
8 as part of the employee's regular eight-hour shift. The employee shall remain on duty during this period  
9 and is not guaranteed a full thirty minutes of time to eat.

10  
11 5.12 - Rest Breaks. The Employer shall provide each employee with a fifteen (15) minute rest break during  
12 the first four (4) hour period of the work day, and a second fifteen (15) minute rest break during the second  
13 four (4) hour period in the work day as part of the employee's regular eight-hour shift. The employee shall  
14 remain on duty within the area, subject to cancellation of the break or immediate callback should the  
15 workload require it and the employee is not guaranteed a full fifteen minutes of time to rest. If interrupted,  
16 such break shall be continued when operationally feasible up to a maximum of 15 minutes total.

17  
18 5.13 - Court Activities. Employees may receive their normal daily salary when testifying in court or waiting  
19 to testify (except when the employee is the litigant) in connection with and as a result of performance of  
20 their regular duties as a Pierce County Juvenile Court employee and public officer, provided their salary  
21 shall be reduced by any compensation they receive for being a witness unless the employee promptly remits  
22 the same to Pierce County Department of Budget and Finance. Reimbursement to the employee for travel,  
23 lodging, food or other actual expenses will not be considered compensation for being a witness, but  
24 reimbursement of expenses.

25  
26 The employee must notify their supervisor in advance with a copy of the subpoena, receive approval to  
27 attend, and report back to work as soon as practical to complete shift.

28  
29 Employees who work swing shift or graveyard shift and are required to attend court will not be required to  
30 work more than ten (10) hours in a twenty-four (24) hour period from midnight to midnight. For purposes  
31 of this section, work hours includes court time. Such employees may be allowed to work more than ten (10)  
32 hours by mutual agreement.

33  
34 5.14 - Night Shift. An employee who works an assigned night shift shall, in addition to their regular salary,  
35 be paid a night shift differential for each hour paid on the assigned night shift. Rate of night shift differential  
36 shall be:

37  
38           Swing Shift                           \$ .50 per hour  
39           Graveyard Shift                   \$ .35 per hour

40  
41  
42 **ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE**

43  
44 6.1 - Definition. Only matters involving the interpretation, application, enforcement or alleged violation of  
45 an express provision of this Agreement shall constitute a grievance.

46  
47 6.2 - Procedure. If a decision is not returned to the Guild within the time limits specified in each step below,  
48 the employee may, after the time limit has passed, present the grievance to the County representative  
49 specified in the next step of the grievance procedure. Grievances and appeals must be filed within the time  
50 limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the  
51 grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered resolved.



1 No claim shall be granted for retroactive adjustment of any grievance which should have reasonably been  
2 known to the grievant or Guild prior to sixty (60) calendar days from the date of filing such grievance.

3  
4 Step 1: The grievance shall be filed by the employee or the Guild with the Manager of Detention  
5 Services within ten (10) working days of the occurrence which gave rise to the grievance or when  
6 the employee or Guild should have reasonably had first knowledge of the grievance. Such grievance  
7 shall be filed on a standard County grievance form, shall include all pertinent documentation, shall  
8 set forth the specific contract provisions alleged to have been violated and include the proposed  
9 remedy. Within ten (10) working days of receipt of the written grievance, the Manager of Detention  
10 Services shall meet with the employee and the Guild. Within ten (10) working days thereafter, a  
11 written decision shall be given to the employee and the Guild or the grievance shall be deemed  
12 denied.

13  
14 Step 2: If a grievance is not settled at Step 1, it may be presented to the Juvenile Court  
15 Administrator or designee. The grievance shall be submitted within ten (10) working days after  
16 receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such  
17 grievance shall be written on a standard County grievance form, shall cite the specific contract  
18 provisions alleged to have been violated, the reason for dissatisfaction and include the proposed  
19 remedy. Within ten (10) working days of receipt of the written grievance, the Juvenile Court  
20 Administrator or designee, shall meet with the employee and representative. Within ten (10)  
21 working days thereafter, a written decision shall be given to the grievant and representative or the  
22 grievance shall be deemed denied.

23  
24 Step 3: If the grievance is not settled at Step 2, it may be presented to the County Executive or  
25 Labor Relations Designee. The grievance shall be submitted within ten (10) working days after  
26 receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal  
27 shall set forth the reason for dissatisfaction with the response at Step 2 and include the proposed  
28 remedy. Within ten (10) working days of the receipt of the written grievance, the County Executive  
29 or Labor Relations Designee, shall meet with the employee and representative. Within ten (10)  
30 working days thereafter, a written decision shall be given to the grievant and representative.

31  
32 Step 4: If a grievance is not resolved under Step 3 an arbitration request may be submitted by the  
33 Guild designee. Only the Guild may refer a grievance to arbitration. Such request shall be presented  
34 in writing to the County Executive or Labor Relations Designee within ten (10) working days from  
35 the date the decision was rendered at Step 3. As soon as practicable thereafter, or as otherwise  
36 agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree  
37 on a selection of an impartial arbitrator within ten (10) working days from the receipt of the request  
38 for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration  
39 Association, PERC, or some other agreed upon source, shall be requested to submit a list of eleven  
40 (11) arbitrators from Oregon and Washington from which list the arbitrator shall be selected by  
41 alternately striking one (1) name from the list until only one (1) name shall remain. The party to  
42 strike first shall be decided by coin flip. The decision of the arbitrator shall be rendered as  
43 expeditiously as possible and shall be final and binding upon both parties. Any decision rendered  
44 shall be within the scope of this Agreement and shall not add to or subtract from any of the terms  
45 of the Agreement. The arbitrator shall be restricted to the precise issue(s) submitted for arbitration  
46 and shall have no authority to determine other issues not so submitted. The cost and expense of the  
47 employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto.  
48 Each side shall bear its own expense and fees incumbent in presenting their respective case to the  
49 arbitrator including attorney fees.

50  
51 6.3 The time limits set forth above may be extended by mutual agreement of the Employer and the  
52 Guild.





1  
2 6.4 The grievance procedures provided for herein shall constitute the sole and exclusive method of  
3 adjusting all complaints or disputes which the Guild or employees may have and which relate to the express  
4 provisions of this collective bargaining agreement.  
5

6 6.5 Guild class grievances may be initiated at Step 2 of the grievance procedure. If any two (2) or more  
7 employees have essentially the same grievance they must collectively present and pursue their grievance(s).  
8

9 6.6 Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance  
10 at any step in the procedure. Such resolution shall be final and binding upon both parties. No grievance  
11 shall be resolved without the concurrence of the County Executive or Labor Relations Designee.  
12

## 13 ARTICLE 7 - VACATIONS

### 14 7.1

15  
16  
17 7.1.1 Regular full-time employees hired on or after January 1, 1983, shall be granted vacation  
18 benefits in accordance with the following schedule as of anniversary dates falling on or after the  
19 dates indicated, provided they are compensated at least seventy percent (70%) of their standard  
20 work hours per pay cycle:  
21

22 <u>During the Applicable</u>	
23 <u>Continuous Accruable</u>	
24 <u>Year of Employment</u>	25 <u>Paid Vacation Days</u>
26 1st through 3rd year	12 days
27 4th through 7th year	16 days
28 8th through 13th year	20 days
29 14th through 18th year	23 days

30  
31 An additional day per year to a maximum of 30 days per year.  
32

33 7.1.2 Effective January 1, 1983, employees who have earned and qualified for vacation leave that  
34 exceeds thirty (30) days per year shall maintain the number of vacation days earned as of January  
35 1, 1983. All other employees who are not qualified for thirty (30) days as of January 1, 1983, shall  
36 maintain the number of vacation days earned as of January 1, 1983, then earn an additional day of  
37 vacation at the completion of every other year to a maximum of thirty (30) days per year or until  
38 they are entitled to additional vacation day accrual as set forth in the schedule in Section 7.1.1.  
39

40 7.2 Part-time employees regularly scheduled to work one-half a normal workweek or more shall be  
41 entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay,  
42 provided they are compensated at least seventy percent (70%) of their standard work hours.  
43

44 7.3 New eligible employees shall earn vacation leave at the same rate as other eligible employees, but  
45 their vacation leave shall not be granted or accrued until they have completed thirteen (13) accruable pay  
46 cycles of employment. New employees terminating before they have completed thirteen (13) accruable  
47 pay cycles shall not be eligible for payment for accrued vacation leave upon such termination.  
48  
49

50 7.4 - Payment for Accrued Leave upon Termination. Eligible employees who have completed thirteen (13)  
51 accruable pay cycles shall be paid for unused accrued vacation leave days upon termination of employment.  
52



1 7.5 - Vacation Leave Carryover. It is intended that employees take accrued vacation leave during the  
2 calendar year earned, provided employees who are unable to take accrued vacation leave for which they  
3 are eligible within the year due to work-incurred disability shall, upon approval of the Juvenile Court  
4 Administrator or designee, be allowed to carry over their entire vacation leave balance provided any excess  
5 over forty-five (45) days must be used within the next six (6) months.  
6

7 7.6 Eligible employees may carry over a maximum balance of vacation leave of forty-five (45) days per  
8 year from one calendar year into the next calendar year. If operating requirements restrict the use of  
9 vacation time, employees who have had scheduled vacation time cancelled, shall be paid at the straight time  
10 rate for up to five (5) days of vacation time so denied or cancelled in excess of the forty-five (45) days of  
11 allowable carryover. Initial requests for vacation time made during the final three months of the calendar  
12 year shall not be eligible for payoff.  
13

## 14 ARTICLE 8 - HOLIDAYS

15  
16 8.1 Employees covered by this agreement shall be granted the following holidays off during the term  
17 of this agreement:  
18

19 New Year' Day (January 1)  
20 Martin Luther King's Birthday (3rd Monday in January)  
21 President's Day (3rd Monday in February)  
22 Memorial Day (last Monday in May) Thanksgiving Day (4th Thursday in November)  
23 Independence Day (July 4) Day after Thanksgiving  
24 Labor Day (1st Monday in September) Christmas Day (December 25)  
25 Veteran's Day (November 11) Two Personal Holidays  
26

27 The day of observance of the above holidays shall be days specified by County ordinance. If any of the  
28 above holidays falls on a Sunday, the following Monday shall be the holiday. If the holiday falls on a  
29 Saturday, the preceding Friday shall be the holiday. The employee must be on a paid status on the normal  
30 workday preceding and following such holiday.  
31

32 8.2 Regular full-time and regular part-time employees shall receive two paid "personal" holidays. Paid  
33 personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in  
34 which accrued or the days will lapse except when an employee has requested and been approved use of the  
35 personal holiday(s) and the approval is later canceled by the County. In such instances, with the  
36 recommendation of the appointing authority, the Court Administrator may authorize the personal holiday(s)  
37 to be used within the month of January during the following calendar year. A personal holiday carried  
38 forward in such manner may not be compensated in any form upon the separation of employment.

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

42 8.3 Part-time employees regularly scheduled to work one half a normal workweek or more shall be  
43 eligible for a pro-rata portion of holiday pay based on their standard hours per week divided by five,  
44 provided they are compensated at least seventy percent (70) of their standard work hours.  
45

46 8.4 Furlough Days.  
47

48 8.4.1 The County may designate employees to receive furlough days in lieu of holidays. Such  
49 furlough days will be scheduled and taken within the calendar year. All furlough days must be used  
50 or scheduled and approved to be used no later than October 1 of each calendar year. Any furlough  
51 days not scheduled and approved to be used by the October 1 deadline, will be lost and will not be



1 subject to the provisions of Section 8.4.4. below. This shall mean the actual holiday, not the  
2 "observed" holiday.  
3

4 8.4.2 Employees receiving furlough days in lieu of holidays will receive one and one-half (1-1/2)  
5 times the straight hourly rate of pay when they are required to work on the following holidays: New  
6 Year's Day, Martin Luther King Jr's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving  
7 Day and Christmas.  
8

9 8.4.3 Employees hired or terminated during the calendar year shall be entitled to furlough days  
10 or reimburse the Employer for used furlough days based upon the holidays remaining when they  
11 are hired or terminated. Employees may not begin a leave of absence (with or without pay) with a  
12 negative furlough balance; employees will be required to reimburse the employer for all negative  
13 furlough balances prior to going on a leave of absence.  
14

15 8.4.4 Employees will be reimbursed for up to two (2) unused furlough days at the end of the  
16 calendar year if they are unable to use furlough days because of work requirements as determined  
17 by the Juvenile Detention Administrator or designee. All other unused furlough days will be lost.  
18

19 8.4.5. Employees mandated to work overtime on any of the holidays listed in 8.4.2 above shall be  
20 compensated at two (2) times their straight hourly rate of pay for all hours worked in the second  
21 shift. For purposes of this section "mandated" means required to stay and work a second shift,  
22 without prior notice, after completion of a shift.  
23  
24  
25

## 26 ARTICLE 9 - SICK LEAVE

27

28 9.1 Regular and limited duration full-time employees in a seventy (70) percent accruable pay status per  
29 cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per cycle, with  
30 no upper limit. Regular and limited duration part-time employees shall earn a pro-rata portion of sick leave  
31 based upon their authorized scheduled weekly hours divided by five (5), provided they are compensated at  
32 least seventy percent (70%) of their standard work hours per cycle, excluding overtime and standby pay, or  
33 at least one (1) hour of sick leave for every forty hours worked, whichever is greater. Sick leave shall be  
34 earned and accrued upon the completion of each accruable pay cycle.  
35

### 36 9.2 – Permissible Uses of Sick Leave.

37

38 9.2.1 Sick leave shall be paid at the appropriate rate of pay for the employee's own needs for the  
39 following conditions:  
40

- 41 1. An absence resulting from an employee's mental or physical illness, injury, or health  
42 condition; to accommodate the employee's need for medical diagnosis, care, or treatment  
43 of a mental or physical illness, injury, or health condition; or an employee's need for  
44 preventive medical care;
- 45 2. To allow the employee to provide care for a family member (as defined below in Section  
46 9.2.2) with a mental or physical illness, injury or health condition; care of a family member  
47 who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or  
48 health condition; or care for a family member who needs preventive medical care; and
- 49 3. When the employee's workplace has been closed by order of a public official for any  
50 health-related reason and no alternative site is designated by the County, or when an  
51 employee's child's school or place of care has been closed for such a reason; or



1 4 Absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW;  
2 see also Chapter 3.13 of the County Code and Administrative Guidelines, Domestic  
3 Violence in the Workplace.  
4

5 9.2.2 The family members to whom this section applies are defined by RCW 49.46.210 and  
6 include:  
7

- 8 a) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an  
9 employee or the employee's spouse or registered domestic partner, or a person who stood  
10 in loco parentis when the employee was a minor child;
- 11 b) Child, including a biological, adopted, or foster child, stepchild, or a child to whom the  
12 employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of  
13 age or dependency status;
- 14 c) Siblings;
- 15 d) Spouse;
- 16 e) Grandparent;
- 17 f) Domestic partner; and
- 18 g) Grandchild.

19  
20 “Domestic partner” is defined in the Pierce County Administrative Guidelines for the Career  
21 Service and County Code Chapter 3.98, which requires an affidavit be filed with the Human  
22 Resources Department.  
23

24 9.2.3 Family Care Leave: An employee may use the paid leave of their choice subject to the  
25 provisions of this subsection under the circumstances listed below. If the employee chooses to use  
26 paid leave other than sick leave, such leave shall be paid at the employee’s regular straight-time  
27 base hourly rate of pay.  
28

- 29 a. Any health condition affecting a covered employee's child under the age of 18 years, or for  
30 a child age 18 or older and incapable of self-care, which requires treatment or supervision  
31 including:
  - 32 1. Medical conditions requiring medication which cannot be self administered;
  - 33 2. Medical or mental health conditions which would endanger the child's safety or  
34 recovery without the presence of a parent or guardian;
  - 35 3. Any condition warranting preventive health care such as physical, dental optical or  
36 immunization services when a parent must be present to authorize;
  - 37 4. Any other circumstance which would constitute a permissible use of sick leave for  
38 the employee.
- 39 b. A serious health condition or emergency condition of a spouse, domestic partner, parent,  
40 parent-in-law, grandparent of the employee, or child age 18 or older and incapable of self  
41 care, which requires the employee’s presence. Such leave shall only be approved for the  
42 duration of the condition.  
43

44  
45  
46  
47  
48  
49 9.3 Misuse of sick leave is cause for disciplinary action up to and including discharge. The Employer may  
50 investigate cases of suspected sick leave misuse and may at any time during the course of that investigation  
51 and to the extent allowed by law request the employee provide verification from a health care provider that



1 the employee's use of sick leave is for an authorized purpose as set forth in this Article. Except in cases of  
2 sick leave misuse, employees' use of sick leave shall not be used as criteria for performance evaluation.

3  
4 9.4 In order to qualify for sick leave pay, an employee must report the reason for his/her absence at the  
5 earliest possible time to enable the Employer to find a replacement, but no later than the beginning of the  
6 scheduled working day, unless impracticable, with notice as soon as feasible of the anticipated date of return  
7 to work. A health care provider's verification that the employee's use of paid sick leave is for an authorized  
8 purpose under RCW 49.46.210(1)(b) or 49.46.210(1)(c), the expected duration and that the employee is  
9 unable to work, or the same information for care of a family member, may be required for sick leave in  
10 excess of three (3) consecutive work days. The physician's letter may be required to be updated in writing  
11 during an extended sick leave. Any County-required verification may not result in an unreasonable burden  
12 or expense on the employee in accordance with WAC 296-128-660.

13  
14 9.5 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the  
15 Employer will pay only the difference between the employee's base hourly wage and the amount paid the  
16 employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period  
17 of disability. After an employee has exhausted their accumulated sick leave, they may use their accumulated  
18 compensatory time and accrued vacation to make up the difference between the Worker's Compensation  
19 Benefits and the employee's base hourly wage.

20  
21 9.6 Effective January 1, 1983, eligible employees who have completed thirteen (13) accruable pay cycles  
22 and who are separated from service due to death, retirement or disability shall have the option, upon written  
23 agreement, to be paid for unused accrued sick leave as follows:

- 24  
25 1. Twenty-five percent (25%) of up to the first seventy-five (75) days at the employee's base hourly  
26 rate of pay for unused accrued sick leave days.
- 27  
28 2. Fifty percent (50%) of up to the next seventy-five (75) days (seventy-six (76) through one hundred  
29 and fifty (150)), at the employee's base hourly rate of pay for unused accrued sick leave days.
- 30  
31 3. Seventy-five percent (75%) of up to the next fifty (50) days (one hundred and fifty-one (151)  
32 through two hundred (200)), at the employee's base hourly rate of pay for unused accrued sick leave  
33 days.

34  
35 In no event shall such compensation exceed two hundred (200) days.

36  
37 9.7 An eligible employee separated from employment in good standing for reasons other than death,  
38 retirement, or disability shall have the option, upon written agreement, to be compensated for ten percent  
39 (10%) of the employee's unused accrued sick leave days to date of separation not to exceed two hundred  
40 (200) days, at the employee's base hourly rate of pay.

41  
42 9.8 Eligible employees are considered to be retired for purposes of sick leave compensation and early  
43 retirement for medical insurance when they have met the required qualifications for service retirement  
44 under their State of Washington Retirement System and have elected to receive either a lump-sum payment  
45 in lieu of retirement or have elected to receive a service or disability retirement benefit.

46  
47 9.9 All references to "day" in this Article shall refer to the employee's standard hours per day (weekly  
48 hours divided by five), to a maximum of eight hours.

49  
50  
51 **ARTICLE 10 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE**



1 10.1 Medical - Effective January 1, 2018, the County agrees to pay to the Washington Teamsters Welfare  
 2 Trust c/o NORTHWEST ADMINISTRATORS, INC. for each active (non-separated) eligible regular and  
 3 limited duration employee who received compensation for eighty (80) hours or more in the previous month  
 4 (cash outs of accrued leave upon separation shall not count toward the eighty (80) hours of compensation  
 5 in a month), the following maximum amounts through December 31, 2018:

6  
 7 The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be  
 8 \$1314.53 for Plan A or for the Kaiser Permanente Plan, per eligible regular full-time and limited duration  
 9 full-time employee. Any remainder of the monthly premium(s) due will be paid by employees through  
 10 automatic payroll deduction, which are hereby authorized.

11  
 12 The current rates for 2018 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
14 Medical "PLAN A" or Kaiser	\$1367.40		
15 Domestic Partner Medical	\$ 14.00		
16 Vision – Plan EXT	\$ 14.90		
17 Domestic Partner Vision	<u>\$ 0.20</u>		
18 Total Month Premium:	\$1396.50	\$1314.53	\$ 81.97

19  
 20  
 21 Eligible regular part-time and limited duration part-time employees shall pay their additional pro-rata share  
 22 of the premiums, as provided herein. Eligible regular and limited duration full-time and part-time  
 23 employees may not opt-out of the medical and vision insurance benefits.

24  
 25 Regular part-time and limited duration part-time employees who are not regularly scheduled to work more  
 26 than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive  
 27 compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision  
 28 insurance as otherwise required by this Article. Such regular part-time and limited duration employees  
 29 shall not become eligible for medical and vision insurance under the provisions of this Article unless they  
 30 receive compensation for eighty (80) hours or more in three consecutive months, or experience an increase  
 31 in budgeted FTE which would cause them to be regularly scheduled to work eight (80) hours or more on  
 32 an ongoing basis. The County's payments to Washington Teamsters Welfare Trust c/o NORTHWEST  
 33 ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility  
 34 requirements are met and the employee shall be responsible for any pro-rata share according to the  
 35 provisions of this Article.

36  
 37 For the purposes of this Article only, and only in accordance with the Patient Protection and Affordable  
 38 Care Act (ACA), regular and limited duration employees whose regularly scheduled weekly hours are 30  
 39 or greater will be considered full-time only for the purpose of medical, dental and basic life insurance  
 40 benefits. If this provision of the ACA is amended or rescinded, the County will immediately delete this  
 41 provision and return to its previous definition of "full-time employee", immediately upon which only  
 42 regular and limited duration eligible employees regularly scheduled to work 35 hours or more per week  
 43 will be considered full-time. For all other purposes, the County's employment position definitions and  
 44 policies will govern.

45  
 46 10.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$133.76 for  
 47 the County's Washington Dental Service plan or \$108.74 for the County's Willamette Dental of Washington  
 48 plan, for eligible regular and limited duration full-time employees and their dependents for the period  
 49 January 1, 2018 through December 31, 2018. Eligible regular and limited duration part-time employee's  
 50 dental benefits are also subject to a pro-rata share, as provided herein.



1 10.3 Life Insurance – The County will pay the full monthly premium for \$25,000 of group term life  
2 insurance for eligible regular and limited duration full-time employees for the period January 1, 2018  
3 through December 31, 2018. Eligible regular and limited duration part-time employees’ life insurance  
4 benefits are also subject to a pro-rata share, as provided herein.

5  
6 10.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible  
7 regular and limited duration full-time employees provided an eligible regular or limited duration full-time  
8 employee shall pay any medical and vision premium in excess of \$1314.53 for Plan A or for Kaiser  
9 Permanente, through automatic monthly payroll deduction. The County will also provide and maintain the  
10 medical and vision benefits listed above for all eligible regular and limited duration part-time employees  
11 working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the  
12 previous month, provided, an eligible regular or limited duration part-time employee shall pay for any  
13 medical and vision premium in excess of \$1314.53 for Plan A or for Kaiser Permanente, in addition to said  
14 employee’s pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision  
15 premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time  
16 employees (according to the County’s part-time eligibility criteria) may elect to participate in the dental  
17 and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of  
18 the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not  
19 receive any pay in lieu of the premium payments.

20  
21 10.5 Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are  
22 deemed to be authorized through automatic monthly payroll deduction, except in the circumstance of  
23 insufficient paid status, in which case other arrangement shall be made with the County.

24  
25 10.6 In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to  
26 continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that  
27 eligible regular and limited duration full-time and part-time employees shall contribute any medical and  
28 vision premium in excess of \$1314.53 for Plan A or for Kaiser Permanente or \$133.76 for the County’s  
29 Washington Dental Service plan or \$108.74 for the County Willamette Dental of Washington plan and  
30 eligible regular and limited duration part-time employees shall also contribute their pro-rata share for  
31 medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County  
32 through automatic monthly payroll deduction or through other arrangements made with the County if in  
33 insufficient paid status.

34  
35 10.7 Eligible employees shall be allowed to utilize the County’s retiree health and welfare program(s).

36  
37 10.8 For employees on approved leave under the Family Medical Leave Act of 1993, as amended, the  
38 County shall provide benefit continuation in accordance with provisions of the Act.

39  
40 10.9 The County will provide, for eligible regular and limited duration full-time and part-time employees,  
41 a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, effective at the start of  
42 the first pay period beginning on or after January 1, 2018, and continuing through the duration of this  
43 agreement. The County shall pay any administrative premium or cost of the plan. All plan contributions  
44 will be at the option of the employee, within the limitations of the plan, and at the employee’s expense.

45  
46 10.10 For the calendar year 2019, effective January 1, 2019 and for the 2019 calendar year, the County  
47 will pay up to the first 6% increase (above the 2018 premium amount) of the total monthly premium for  
48 each medical/vision insurance plan. Any increase above 6% will be picked up by the employee, through  
49 automatic payroll deduction. Regular and limited duration part-time employees will pay this increase in  
50 addition to their additional pro-rata share of the premiums.

51



1 For example, if the increase for a medical/vision plan is 8% above the 2018 premiums, the County will pick  
2 up the first 6% and the employee will pick up the remaining 2%. If the increase is 10.5%, the County will  
3 pick up the first 6% and the employee will pick up the remaining 4.5%. If the increase is 4%, the County  
4 will pay only the 4% increase.

5  
6 Effective January 1, 2019 and for the 2019 calendar year, the County will pay the full monthly premium  
7 for each dental plan. Eligible regular and limited duration part-time employees are subject to their pro-rata  
8 share.

9  
10 Effective January 1, 2019 and for the 2019 calendar year, the County will maintain the current level of life  
11 insurance coverage and will pay 100% of the associated premium. Eligible regular and limited duration  
12 part-time employees are subject to their pro-rata share.

13  
14 10.11 For the calendar year 2020, the Parties agree to reopen negotiations on the levels of contribution by  
15 the Parties, as well as options to return to County or other benefit plans, and plan design changes for County  
16 medical, dental and/or County life insurance coverage, provided an agreement cannot be reached as part of  
17 the 2019 negotiations. The County may offer additional health insurance plan options from which individual  
18 employees could make a selection. The Parties understand that the Trustees of the Washington Teamsters  
19 Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of  
20 cost containment, cost management, or changes in medical technology and treatment. If premium increases  
21 are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by  
22 the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium  
23 increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly  
24 payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium  
25 increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation  
26 issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the  
27 premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and  
28 life insurance coverage.

## 29 30 **ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE**

31  
32 11.1 - Jury Duty. When an employee performs jury duty on the employee's regularly scheduled workday,  
33 time off with pay will be granted for jury duty to regular full-time employees. The employee shall be paid  
34 the difference between the fees received for such service, excluding travel fees, and the amount of actual  
35 base earnings lost by reason of such service. In order to be eligible for such payments, the employee must  
36 furnish a written statement from the appropriate public official showing the date and time served and the  
37 amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

38  
39 11.1.1 An employee performing jury duty will be temporarily assigned to the day shift, with  
40 Saturday and Sunday as days off; work hours shall coincide with court required jury duty hours;  
41 however, this sentence shall not apply to jury duty obligations of four days or less. Any  
42 prescheduled leave may be returned if the employee is unable to use it due to the jury duty  
43 requirement. Time spent in jury duty extending beyond the standard eight hour work day is not  
44 compensated time. Employees are required to return to work once released from jury duty for the  
45 day.

### 46 47 11.2 - Bereavement Leave.

48  
49 11.2.1 In the event of a death in the immediate family of a regular full-time or regular part-time  
50 employee, including those serving the initial probationary period, three working days off, to a  
51 maximum of twenty-four (24) hours with pay, whichever is less, shall be granted to attend the  
52 funeral or complete burial arrangements for each death which occurs during a calendar year. A





1 regular part-time employee shall receive a pro-rata share of bereavement leave based on the  
2 employee's standard hours in a work week, divided by five. Immediate family shall be defined to  
3 include spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or  
4 grandchild of the employee and like relatives of the spouse of the employee. Immediate family  
5 includes biological, adopted, step or foster members. An additional three days of bereavement leave  
6 may be granted if authorized by the Department Director or designee in writing if the employee is  
7 required to travel out of state to attend the funeral, or complete the burial arrangements.  
8

9 11.2.2 Authorized use of the additional three days of bereavement leave in Article 11.2.1 for out-  
10 of-state travel may be taken from either the employee's accrued sick leave balance or from the  
11 employee's accrued vacation leave balance, accrued compensatory time, or accrued personal  
12 holiday at the employee's option. Additional sick leave may be used in conjunction with the death  
13 of an immediate family member if qualifying under current sick leave provisions.  
14

15 11.3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for  
16 periods of required military duty, training or drills, not exceeding a total of twenty-one (21) days during  
17 each year, beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup>, provided the request for such  
18 leave is in writing and accompanied by a validated copy of military orders. Employees entering military  
19 service for more than twenty-one (21) workdays, who have requested leave as prescribed above, shall be  
20 granted leave as provided by applicable state and federal statutes. Such leave will be in addition to any  
21 vacation leave to which an employee might otherwise be entitled.  
22

23 11.4 - Inclement Weather or Condition.  
24

25 11.4.1 Employees of the Pierce County Juvenile Court are not allowed absences from work due to  
26 inclement weather unless excused by the Assistant Administrator of the department in which the  
27 employee is assigned. Employees are expected to familiarize themselves in advance of alternative  
28 options available to them in such situations. Upon approval from the Assistant Administrator,  
29 absences due to an employee's inability to report to scheduled work because of severe inclement  
30 weather or conditions caused by severe inclement weather shall be charged to the following in the  
31 order listed.  
32

- 33 1. Any earned compensatory time;
- 34
- 35 2. Any accrued vacation leave;
- 36
- 37 3. Accrued sick leave up to a maximum of three (3) days in any calendar year;
- 38
- 39 4. Leave without pay.  
40

41 11.4.2 The types of paid time off shall be used in the order listed in paragraph 11.4.1 above. Each  
42 type of paid time off shall be exhausted before the next (in order) is used. Employees are permitted  
43 leave without pay, rather than remain in an active pay status at their request.  
44

45 11.4.3 Tardiness of up to one hour due to an employee's inability to report for scheduled work  
46 because of severe inclement weather or conditions due to such weather will be allowed at the  
47 beginning of the work shift. Inclement weather tardiness in excess of the one hour shall be charged  
48 as provided in paragraph (A) above.  
49

50 11.4.4 Those employees not notifying the Court will be charged leave without pay.  
51  
52



1  
2  
3  
4  
5 **ARTICLE 12 - UNPAID LEAVES OF ABSENCE**  
6

7 12.1 All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits  
8 when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the  
9 option of paying their own medical benefit cost while in an unpaid leave status to ensure continued  
10 coverage.  
11

12 12.2 Leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave,  
13 vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary  
14 date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused  
15 by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 10) for a period not to  
16 exceed twelve (12) months. Effective the first day of the first pay cycle following the execution of this  
17 labor agreement or the effective date of the ordinance making like-changes to the Pierce County Code,  
18 whichever is earlier, those hours covered by time-loss payments through the County's Workers'  
19 Compensation program for an on-the-job injury are considered to be "pay status" for up to a maximum of  
20 twenty-six (26) pay cycles per covered injury.  
21

22 12.3 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active  
23 military duty shall be considered on a leave of absence without pay for a period of such service as required  
24 by law. An employee requesting reemployment, after honorable discharge or separation from such military  
25 service, within the time frames required by the Uniformed Services Employment and Reemployment Rights  
26 Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the  
27 employee's current qualifications allow, to the position previously held with eligibility for past experience  
28 credit(s) as provided by law.  
29  
30

31 **ARTICLE 13 - SAVINGS**  
32

33 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently  
34 enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not  
35 invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force  
36 and effect. The parties agree to meet and discuss whether by mutual consent such invalid provision should  
37 be amended or replaced.  
38  
39

40 **ARTICLE 14 - HOLD HARMLESS**  
41

42 Pierce County will defend employees, upon proper request, against all claims or actions for damages  
43 brought or maintained against them arising out of the acts, errors or omissions in the performance or good  
44 faith attempt to perform their duties, to the extent provided by Pierce County Code Chapter 2.120 as may  
45 be amended.  
46  
47

48 **ARTICLE 15 - RETIREMENT**  
49

50 All eligible employees shall be covered under the Washington State Public Employees' Retirement System.  
51  
52



1 **ARTICLE 16 – WORKERS’ COMPENSATION**

2  
3 The Employer will provide Washington State Workers' Compensation or equivalent to all employees  
4 covered by this Agreement.  
5

6  
7 **ARTICLE 17 - MATTERS COVERED AND COMPLETE AGREEMENT**

8  
9 17.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and  
10 disposed of as if specifically covered herein. It is agreed that this document contains the full and complete  
11 agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement  
12 is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any  
13 issue except as otherwise required by collective bargaining law.  
14

15 17.2 The failure of the Guild to enforce any of the provisions of this Agreement or exercise any rights  
16 granted by law or the failure of the Employer to exercise any rights reserved to it or its exercise of any such  
17 right in a peculiar way shall not be deemed a waiver of such right or a waiver of its authority to exercise  
18 any such right in some other way not in conflict with this Agreement.  
19

20  
21 **ARTICLE 18 - SAFETY**

22  
23 The Employer and Employee will comply with applicable safety codes as set forth in federal or state law,  
24 and employees shall cooperate in the use of all safety devices.  
25

26  
27 **ARTICLE 19 - SENIORITY**

28  
29 19.1 "Seniority" is the amount of continuous service within all operations of Pierce County Juvenile Court.  
30 Seniority shall date back to the date of hire, but shall not be established until completion of the "probationary  
31 period," which will normally be one (1) year, but can be extended up to three (3) months with written notice  
32 to the employee. An employee may be disciplined and/or discharged during this probationary period  
33 without recourse to the grievance procedure beyond Step 3 contained herein. The amount of "continuous  
34 service" shall be prorated for part-time employees based upon hours worked excluding overtime or other  
35 premium pays. A period of layoff or an unpaid leave of absence will not count toward the computation of  
36 the amount of "continuous service".  
37

38 An employee shall lose seniority under this Agreement for the following reasons:

- 39
- 40 1. Retirement,
  - 41
  - 42 2. Voluntary termination,
  - 43
  - 44 3. Discharge for cause,
  - 45
  - 46 4. Failure to return to work after offer of recall is made,
  - 47
  - 48 5. Failure to return to work promptly after an authorized leave of absence,
  - 49
  - 50 6. Absence from work, including layoff, for a period in excess of twelve (12) consecutive
  - 51 months,
  - 52



1 7. Unapproved leave of absence beyond three (3) working days.  
2

3 19.2 - Layoffs. When the Employer determines it is necessary to reduce the work force in classifications  
4 within a bargaining unit, regular full-time and/or regular part-time employees will be laid off based upon  
5 experience, skill, ability and qualifications to do the work, provided employees with the least seniority,  
6 which shall be based on hours compensated excluding overtime or other premium pays, will be laid off first  
7 when the above are equal. No regular full-time or part-time employee shall be laid off or demoted while  
8 there are temporary or probationary employees serving in the same or lower classification in that  
9 classification series in the same bargaining unit.

10  
11 19.3 – Notice. Employees being laid off shall be given two (2) weeks notice of layoff. Such two (2) week  
12 notice shall not be required in programs where funds are discontinued by state or federal agencies with less  
13 than two and one-half (2-1/2) weeks notice to the Employer.

14  
15 19.4 – Bumping. Bumping rights shall apply in the employee's present classification and lower  
16 classifications in the same series for which the employee is qualified or prior lower classification in a  
17 different series the employee has held status within the Pierce County Juvenile Court Guild. Employees  
18 being laid off due to a current reduction in force shall keep the Employer's Personnel Office informed of  
19 their current address and telephone number.

20  
21 Employees who were in the Bargaining Unit and promote to a position outside of the bargaining unit and  
22 who fail their probationary period shall be allowed to bump a less senior employee in the bargaining unit  
23 classification from which they were promoted.

24  
25 19.5 - Recall Within Bargaining Units. When the County again recalls employees in a bargaining unit after  
26 there has been a layoff in that bargaining unit, it shall first recall those employees who were laid off from  
27 that bargaining unit in reverse order of their layoff, if they are available for work. Such recalled employees  
28 shall return with County seniority for the purpose of computing wage and fringe benefits, except the period  
29 of layoff shall not be counted. Employees laid off will be placed on a recall register for a period of up to  
30 twenty-four (24) consecutive months from the date of layoff. An employee who declines a recall offer to  
31 a position of comparable hours or fails to respond to a recall offer by the County within fourteen (14)  
32 calendar days, shall be removed from the recall register. Such recall notice shall be sent by certified mail.

33  
34  
35 **ARTICLE 20 - SUBCONTRACTING**

36  
37 Before the County implements subcontracting out of bargaining unit work which will result in termination  
38 or reduction in current hours of bargaining unit employees, the County will notify the Guild and offer the  
39 Guild an opportunity to discuss the desirability of subcontracting such work.

40  
41 At least sixty (60) days prior to implementing a decision to subcontract, the County shall advise the Guild  
42 in writing that the County is considering subcontracting for services presently being performed by Guild  
43 members. Upon request by the Guild, the parties shall meet to allow the Guild an opportunity to present  
44 any alternative means besides subcontracting for the County to consider. The County has the final decision  
45 to subcontract. That final decision will be made after considering alternatives, if any, presented by the  
46 Guild during the notice period. If no alternatives are presented during the notice period the County's  
47 decision may be implemented without further notice. If the County implements subcontracting in  
48 accordance with this section, the County shall negotiate with the Guild the effects of subcontracting upon  
49 the laid-off bargaining members.

50  
51  
52 **ARTICLE 21 - WORK RULES**



1  
2 21.1 - Work Schedules. Except in cases of overtime, sick leave or vacation coverage or other unplanned or  
3 unforeseen circumstances the Employer shall notify employees of the starting times and work schedules,  
4 ten (10) calendar days prior to the work shift.

5  
6 21.2 - Workweek. It is intended that the normal workweek for full-time employees shall be forty (40) hours  
7 per week on five (5) consecutive days with two (2) days off. Employees shall not have their regularly  
8 scheduled work schedule reduced solely to avoid overtime. However, nothing in this section shall prevent  
9 temporary alternative work schedules during shift changes, team changes, special assignments, training,  
10 emergencies, or other similar types of circumstances. Employees shall receive eight (8) hours off between  
11 shifts, including training shifts, except in cases of emergency, or when the employee volunteers.

12  
13 This section shall not preclude the use of part-time employees and/or positions or job sharing. Other  
14 alternatives to full-time employment may be utilized with mutual agreement of the Employer and employee.

15  
16 Flex schedules or alternative work hours may be used if mutually agreed to by the affected employee and  
17 the Department Head. Such schedules may modify the preceding sections in this contract but will not  
18 violate the overtime provisions of payment of time and one half in excess of 40 hours compensated in a  
19 workweek.

20  
21 In the event of a hospital admission of a juvenile who requires supervision by a Juvenile Detention Officer,  
22 the County shall provide for rest and meal breaks for employees.

23  
24 21.3 - Shift Schedule Vacancy. When a shift schedule vacancy occurs or a new schedule is created that  
25 schedule will be posted and offered first to the most senior employee of the same classification who has  
26 filed a preference for that shift. Shift schedule transfers will be effected as soon as is reasonably possible,  
27 but not more than 120 calendar days, unless the Guild is advised as to the cause for the delay.

28  
29 Nothing in this provision prohibits or limits the County from assigning employees to shift schedules when  
30 in the County's determination, such assignments are necessary for the proper and/or secure maintenance of  
31 the facility.

32  
33 Employees involuntarily moved from their shift due to operational needs shall have preference to return to  
34 their former shift, if it becomes available again within twelve (12) months. The employee shall be given  
35 the same days off, or as similar as possible, as determined by the County. In the event of a shift re-bid, the  
36 above preference is null and void.

37  
38 Trade cards may be submitted annually (in January) and will be used to fill vacancies when facility trades  
39 are being offered.

40  
41 21.4 Regular employees may voluntarily exchange their regularly scheduled shifts or workdays with  
42 prior authorization by the Employer, up to twice per month. Any shift exchange or workday exchange must  
43 be completed within the same pay period. Notwithstanding any of the provisions of this Article or practice  
44 to the contrary, employees performing work during a shift or workday which has been exchanged with  
45 another employee shall be paid at a straight time rate of compensation and shall not be paid overtime unless  
46 the employee is directed to perform duties beyond the regularly established basic work day.

47  
48 21.5 - Gender Minimums on Shift. There shall be at least one (1) female staff on each shift.

49  
50 21.6 – Light Duty. Employees who for medical reasons are unable to perform any of the essential functions  
51 of their position but who are able to perform the control room duties, may be assigned temporary light duty  
52 assignments in the control room, as available and consistent with the business needs of the Court. Such



1 assignment will depend upon availability of light duty work on the employee's work shift and scheduled  
2 work days, the restrictions of the employee, the expected duration of those restrictions, the expectation of  
3 return to full duty, and other circumstances unique to each situation, as determined by the County. An  
4 employee seeking a light duty assignment due to an on-the-job injury will be given preference for a light-  
5 duty assignment over an employee with an off-the-job injury/condition. Such assignments will be generally  
6 limited to a maximum of six (6) months during any twenty-four-month period (measured rolling forward  
7 from the date the employee was first on light duty). Any period of time (calendar days) certified as light  
8 duty by a health care provider will be counted toward the six (6) months.

9  
10 For breaks and/or meal periods (other than the Monday-through-Friday morning break): Any employee  
11 working in a light-duty assignment will remain in central control except while being relieved for breaks  
12 (including restroom breaks) and/or meal periods. While on any break or meal period, the light-duty  
13 employee shall be confined to the detention supervisor's office, to the employee break room, and to the  
14 restrooms in the hallway near central control in order to be able to immediately return to duty in the event  
15 a code is called.

16  
17 For Monday through Friday morning breaks only: For those light-duty employees who are working any  
18 day shift Monday through Friday, during the morning break the light-duty employee will be confined to the  
19 detention supervisor's office, to the first table outside of the dressing room, and to the restroom directly  
20 across from that table in order to be able to more quickly and immediately return to duty in the event a code  
21 is called.

22  
23 Whenever a light-duty employee leaves central control, the employee must keep the radio with them at all  
24 times. If a light-duty employee violates any of these restrictions, the light-duty work may be removed from  
25 that employee at the discretion of the County.

## 26 27 28 **ARTICLE 22 - NO STRIKE - NO LOCKOUT**

29  
30 There shall be no work stoppage, slow down, boycott, sympathy strike, refusal to cross a picket line, or  
31 lockout for any reason regardless of whether the action of either party may be reasonably concluded as a  
32 violation of this Agreement or any law, policy, or regulation during the life of this Agreement.

33  
34 Employees who refuse to cross a legal, primary picket line, as recognized by the Guild, which is directed  
35 at other than County facilities shall not constitute a violation of this Agreement and shall not be cause for  
36 discharge or disciplinary action; provided, however, that such decision shall be made freely by such  
37 employees without coercion by either the Employer or the Guild. Employees will be required to work and  
38 cross a primary picket line as described in this paragraph, when deemed necessary by the County, to assure  
39 public health and safety.

40  
41 The Employer agrees not to lockout during the term of this Agreement, provided that any action by the  
42 Employer in closing operations during a riot, civil commotion, due to acts of nature, or similar  
43 circumstances for the protection of property shall not be deemed a lockout.

## 44 45 46 **ARTICLE 23 - EMPLOYEE RIGHTS**

47  
48 23.1 No employee shall be required by the County to submit to a polygraph test as a condition of  
49 continued employment. Further no employee will be required to give any urine, blood or any other fluid  
50 sample or submit to any similar test as a condition of continued employment. In case of Labor and  
51 Industries covered injuries or medical leaves of absence, the County may require those examination and/or  
52 tests relevant to the injury or medical condition.



1  
2 23.2 - Personnel Records and Information. An employee (or his/her Guild representative, with written  
3 consent of the employee) may inspect that employee's personnel file on break time, lunch time, or leave  
4 status. Upon written request, an employee or his/her authorized Guild representative shall be given a copy  
5 of any materials in the employee's personnel file. A nominal fee may be charged.  
6

7 The County shall provide an employee a copy of any statement written for inclusion in the employee's  
8 personnel file concerning the employee's conduct or work performance.  
9

10 For purposes of this section, "personnel file" shall refer to the formal file of personnel documents  
11 maintained by Juvenile Court.  
12

13 23.3 – Just Cause. Discipline and discharge shall be only for just cause. Disciplinary action will normally  
14 be progressive in nature, but the level of discipline administered may depend upon the seriousness of the  
15 offense. Employees in their initial probationary period are considered "at-will" employees and may be  
16 terminated for any reason not expressly prohibited by law.  
17

18 23.4 – Recording of Investigatory Interviews. Either party may, with consent of all parties present, record  
19 investigatory interviews. If an interview is recorded by either party, that party shall provide, upon request  
20 and at the requestor's own expense, a copy of the recorded/transcribed (if made) interview.  
21  
22

## 23 ARTICLE 24 - TERM OF AGREEMENT

24

25 This Agreement shall be effective January 1, 2018, for all those who are on the employer's payroll as of  
26 the date this Agreement was ratified by the employees or hired thereafter, and for those who have retired  
27 during the term of this Agreement, but excluding all others, except for those provisions of the Agreement  
28 which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and  
29 effect to and including the 31st day of December, 2019. Either party shall file written notice with the other  
30 of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The  
31 Guild shall file such notice with the Director of Human Resources, the Employer with the directing business  
32 representative.  
33

34 Requests from the Guild for changes in wages, fringe benefits and other terms and conditions of  
35 employment shall be submitted to the Director of Human Resources or designee no later than 150 calendar  
36 days before expiration of the current agreement. This article is not intended to prevent the Guild from  
37 submitting additional proposals after the 150-day deadline. However, the Guild shall make a good faith  
38 effort to provide their proposals by the specified time period. The parties shall establish a deadline for  
39 submission of proposals during the collective bargaining process.  
40  
41

42 IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day of  
43 \_\_\_\_\_, 2018.  
44

45  
46 PIERCE COUNTY JUVENILE  
47 COURT GUILD:

PIERCE COUNTY:

48  
49 By: \_\_\_\_\_

By: \_\_\_\_\_

50 Sean Wiggins  
51 Guild President

Bruce Dammeier  
County Executive



1  
2  
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9

By: \_\_\_\_\_  
Gretchen Leanderson  
Presiding Judge

By: \_\_\_\_\_  
Debbie Young  
Employee Relations Manager





**APPENDIX "A"**

**REPRESENTED CLASSIFICATIONS**

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JUVENILE DETENTION OFFICER 1 .....General 11

JUVENILE DETENTION OFFICER 2 .....General 19

JUVENILE DETENTION OFFICER 3 .....General 48

JUVENILE DETENTION OFFICER LEAD .....General 22

LICENSED PRACTICAL NURSE .....General 49

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

<a href="#">Save</a> <a href="#">Email</a> <a href="#">Folder Label</a> <a href="#">Public Version</a> <a href="#">Proposal List</a> <a href="#">Home</a> <a href="#">Help</a>										
		<a href="#">General</a>	<a href="#">Meetings</a>	<a href="#">Contacts</a>	<a href="#">Interested Parties</a>	<a href="#">Documents</a>	<a href="#">Code &amp; Proposals</a>	<a href="#">Fiscal</a>	<a href="#">Comments</a>	
I N S T R U C T I O N S	Balance									
			2018	2019	2020	2021-2023	Total			
	Total FTEs		43.00	44.00	0	0				
	Total Expenditures		\$51,771	\$72,298	0	0	\$124,069			
	Total Revenues		0	0	0	0	0			
	Balance (Revenues - Expenditures)		-\$51,771	-\$72,298	0	0	-\$124,069			
	Expenditures									
			<a href="#">Manage Programs</a>	<a href="#">Expand</a>	<a href="#">Hide Summary</a>	<a href="#">Comments</a>				
	Expenditure Type		2018	2019	2020	2021-2023	Total	Comments		
	1 Juvenile Court Guild									
Total Costs		\$51,771	\$72,298			\$124,069				
Revenue Sources										
		<a href="#">New</a>	<a href="#">Edit</a>	<a href="#">Delete</a>	<a href="#">Comments</a>					
Revenue Source		2018	2019	2020	2021-2023	Total	Comments			
		<a href="#">Change Start Year</a>	<a href="#">Change Fiscal Impact</a>	Fiscal Note Prepared by:		<input type="text" value="Debbie Young (HR)"/>				

Summary

ID:  Proposal #:  Type:  Status:

Initiated By:  Initiated Date:  Department:

An Ordinance of the Pierce County Council Ratifying the Collective Bargaining Agreement Reached With the Pierce County Juvenile Court Guild and Amending the Pierce County Salary Classification Plan.  
(Collective Bargaining Agreement - Juvenile Court Guild)

1 Sponsored by: Councilmember Rick Talbert  
2 Requested by: County Council

3  
4  
5  
6  
7 RESOLUTION NO. R2018-44  
8  
9

10 **A Resolution of the Pierce County Council Appointing Bruce L. Gardner,**  
11 **Rawley Johnson, and Hendrik “Hank” Baarslag to the**  
12 **Drainage District No. 10 Board of Commissioners to Fill**  
13 **Existing Vacancies.**  
14

15 **Whereas**, three vacancies exist on the Board of Commissioners for Drainage  
16 District No. 10; and  
17

18 **Whereas**, Revised Code of Washington (RCW) 85.38.070 provides that  
19 whenever a vacancy occurs in the governing body of a special district, the legislative  
20 authority of the County shall appoint a district voter to serve until a person is elected, at  
21 the next special district general election occurring 60 or more days after the vacancy  
22 has occurred, to serve the remainder of the unexpired term; and  
23

24 **Whereas**, RCW 85.38.100 provides that general elections shall be held in each  
25 special district on the first Tuesday after the first Monday in February in each even-  
26 numbered year; and  
27

28 **Whereas**, RCW 85.38.070(6) requires an elected or appointed member of a  
29 special district governing body must be a qualified voter of the special district as defined  
30 in RCW 85.38.010(3); and  
31

32 **Whereas**, Bruce L. Gardner, Rawley Johnson, and Hendrik “Hank” Baarslag  
33 have each requested to be appointed to fill the vacancies on the Board of  
34 Commissioners; and  
35

36 **Whereas**, Bruce Gardner, Rawley Johnson, and Hendrik “Hank” Baarslag are  
37 each qualified voters and eligible for appointment to the Drainage District No. 10 Board  
38 of Commissioners; **Now Therefore**,

39  
40 **BE IT RESOLVED by the Council of Pierce County:**  
41

42 Section 1. The Pierce County Council hereby appoints the following individuals  
43 to the Drainage District No. 10 Board of Commissioners:  
44

45	Rawley Johnson	Position 1
46	Hendrik “Hank” Baarslag	Position 2
47	Bruce L. Gardner	Position 3



1            Section 2. The Clerk of the Council shall provide a copy of this Resolution to the  
2 individuals appointed, the County Executive, the County Auditor, and the  
3 Commissioners of Drainage District No. 10.

4  
5            **ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

6  
7 ATTEST:

**PIERCE COUNTY COUNCIL**  
Pierce County, Washington

8  
9  
10  
11 \_\_\_\_\_  
12 **Denise D. Johnson**  
13 Clerk of the Council

\_\_\_\_\_

**Douglas G. Richardson**  
Council Chair



## Hugh Taylor

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**From:** PCCOUNCIL  
**Sent:** Tuesday, March 13, 2018 11:49 AM  
**To:** Hugh Taylor  
**Subject:** FW: Drainage District #10  
**Attachments:** Bruce Gardner - Resume Revised.doc

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**From:** Bruce Gardner [mailto:████████████████████]  
**Sent:** Friday, March 09, 2018 6:33 AM  
**To:** PCCOUNCIL <PCCOUNCIL@co.pierce.wa.us>  
**Subject:** Drainage District #10

I wish to submit my name as Board if Commissioner for Drainage District 10.  
Bruce Gardner

# Bruce L Gardner



## EXECUTIVE MANAGEMENT

Accomplished, solution-driven professional, acknowledged for developing empowered well trained teams that excel through supportive and example based leadership. Resourceful individual recognized for ability to build relationships based on mutual trust and performance. Exceptional in the development, management and adherence of safety and crisis control skills, fiscal management and problem solving techniques.

## SIGNIFICANT STRENGTHS

· Process Improvements	· Contract Negotiations	· Operations Management
· Program Development	· Capital Improvements	· Performance Based
· Self-Motivated	· Judgment/Decision Making	· Diligence

## SELECTED ACCOMPLISHMENTS and HIGHLIGHTS OF QUALIFICATIONS

- 36+ Years of successful experience in many facets of management for construction, maintenance and transportation logistics.
- District congressional point of contact related to identifying maintenance needs of federal schools within Clover Park School District
- Capital project manager in the planning, design and construction of 10 new school facilities within 7 years
- Developed a building preventative maintenance program that interfaces with School Dude operating system
- Developed and co-authored "Books on Wheels" program to improve student behavior on buses and advance student learning
- Proven record of cost efficiency in administration and operations
- A highly capable manager with keen logistical, analytical, problem-solving, and interpersonal skills.
- Ability to succeed in variety of environments including small, medium, and large companies.
- Developed and executed strategic plans for transportation system
- Skilled in preparing, managing and attaining budgets
- Experienced in hiring, training, mentoring, motivating and evaluating personnel
- National Incident Management System (NIMS) and Incident Command System (ICS) trained

## CLIENT RELATIONS

- Ability to developed and maintain positive professional business relationships with state and local agencies; district contractors, architectures and vendors
- Organized business partnerships to ensure efficiency and reduce expenses
- Assembles, leads and manages successful project teams whose members learn and grow from experience
- Collaborated with district vendors regarding systems enhancements through the development of district standards
- Implemented pro-active action plans through the integration of diverse partnerships

## PROFESSIONAL EXPERIENCE

### Director of Maintenance and Operations

*Clover Park School District*

2006 to 2017

Lakewood, WA

#### **Operations Planning and Management:**

- Accountable for an \$11.5 million annual operating budget; \$14.7 million annual capital budget
- Implement automated department work order system district wide
- Responsible to manage the logistics and maintenance operations of 31 buildings
- Achieved objectives and goals because program had 100% personnel buy in

#### **Regulatory and Safety Compliance:**

- Administrator of district risk management operations
- Instituted training and programs that achieved 70% improvement in distribution safety within six years, and reduced personal injury 30% in three years.
- Ensured thorough training programs for personnel that align with position duties and responsibilities
- Developed and administered district maintenance and custodial training and safety program.
- Provided emergency management leadership for district
- Developed and administered district emergency response procedures and district wide training
- Responsible for the creation and administration of school resource officer program at schools

#### **Office Administration, Reporting, and Quality Assurance:**

- Reduced costs of office staff 25% by restructuring functions; eliminating redundancies; properly training and cross-training staff to attain maximum efficiencies, while performing regular employee reviews.
- Recruit, train, evaluate and manage a 112 member staff including maintenance technicians, custodians and support personnel
- Review cost statements to locate excessive expenses, and develops plans, policies, and budgets
- Select and recommends personnel for staff positions and trains assigns personnel for supervisory positions.
- Developed performance measures and reporting mechanisms

### Director of Transportation

*Clover Park School District*

1998 to 2006

Lakewood, WA

#### **Operations Planning and Management:**

- Administered annual transportation budget of \$6.8 million and developed a \$12 million budget for replacement of depreciated school buses
- Managed the safe transportation for 7,500+ students daily to 27 schools within district boundary and 5 out of district schools in a service area covering 68 square miles through the supervision of 160+ personnel
- Increased state funding revenue by 30% over a six-year period by implementing new processes/procedures.
- Developed school bus purchase platform for replacement of aging fleet;
- Served as project manager in the construction of multi-department facility
- Utilize extensive knowledge and skill of transportation logistics to significantly improve efficiency of operations, effectiveness of manpower and service reliability.
- Achieved an outstanding rating for 7 consecutive years during Washington State School Bus Inspections
- Planned, direct and implemented vehicle scheduling, allocation, dispatching, licensing and communication functions in accordance with established policies objectives to effect economical utilization of vehicle

**Regulatory and Safety Compliance:**

- Formulate policies, programs, and procedures for transportation system, including schedules, rates, routes, assignment of drivers and vehicles
- Improved compliance to 100% on national, state, and local regulations, thereby fully meeting requirements of Department of Transportation
- Developed and administered drug and alcohol testing procedures for non-CDL employees

**Office Administration, Reporting, and Quality Assurance:**

- Significantly improved administration of on time service to over 95% by developing efficient processes and relevant, timely tracking of vehicles
- Automated the payroll recording process for staff
- Smoothed functioning of operation's by developing and implementing a series of checks and balances.
- Facilitated the realignment and consolidation of tasks and responsibilities for support services
- Recruit, train, evaluate and manage a 160 member staff including drivers for 138 buses
- Select and recommends personnel for staff positions and trains assigns personnel.

**Director of Maintenance and Transportation**

*Tahoma School District*

1995 to 1998  
Maple Valley, WA

**Operations, Transportation Planning and Management:**

- Planned, organized and directed the maintenance and repair activities of facilities and fleet of vehicles and equipment
- Prepare long range budget planning for capital improvement and replacement equipment
- Determine appropriateness of work order requests; determine timeline and authorizes work through internal and external personnel
- Provide annual training programs for assigned personnel
- Create, implement and revise annual budget for expenditures per each budget code
- Drafts and coordinates contracts with public and private sources including architects, inspectors, contractors, lease/purchase and lease agreement providers and others; coordinate change orders.
- Inspects work in progress, oversees requisitions and ensures timely completion of maintenance projects.
- Surveys, coordinates and participates in development of time and cost estimates for major repairs or remodeling projects.
- Establishes standards of maintenance and preventative maintenance for building and equipment.
- Ensures that standards consistent with all applicable laws are maintained

**Supervisor of Maintenance and Transportation**

*Raymond School District*

1984 to 1995  
Raymond, WA

**Planning and Management:**

- Develops and oversees transportation program that supports the daily instruction program and extracurricular activities for students
- Prepares bus routes and schedules for all schools in the district
- Maintains all district-owned equipment and develops plans for preventative maintenance
- Authorizes purchases in accordance with budgetary limitations and district rules
- Maintains safety standards that conform with state laws and insurance regulations regarding school transportation
- Acts as liaison with parents; school personnel.

**Mechanic/Certified Driver Trainer**

*Franklin Pierce School District*

1979 to 1984  
Parkland, WA



## EDUCATIONAL BACKGROUND

<b>Central Washington University</b> · Pupil Transportation Management Program	1992 - 1994	Ellensburg, WA
<b>Green River Community College</b> · Law enforcement · Business Administration	1976 – 1978	Auburn, WA
<b>Bates Vocational Technical Institute</b> · Diesel Mechanic	1975 - 1976	Tacoma, WA
<b>Puyallup School District</b>	1976	Puyallup, WA

## PROFESSIONAL LICENSES, CERTIFICATIONS and TRAINING

Class B CDL Endorsement Passenger & School Bus	1978 - Present
Certified School Bus Driver Instructor	1979 - Present
Certified Forklift Operator	1980 - Present
Certified Flagger	1980 - Present
Certified Breath Alcohol Technician	2004 - Present
WASBO School Accountant 1 & 2	
US Department of Homeland Security Emergency Management Institute	
National Incident Management System (NIMS)	
Incident Command System (ICS)	

## PROFESSIONAL ASSOCIATIONS

Washington Association of Maintenance and Operations Administrators (WAMOA)  
Washington Association of Pupil Transportation (WAPT)  
Washington Association of School Business Officials (WASBO)  
Washington Association of School Administrators (WASA)

## PROFESSIONAL REFERENCES

William Kemp	Retired Principal - Tahoma School District	██████████
Lynn Wilson	Retired Administrator of Business Services – Clover Park School District	██████████
Ann Almlie	Retired Special Education Director – Clover Park School District	██████████
Michael Shahan	Regional Transportation Coordinator – Office of Superintendent Public Instruction	██████████

## Hugh Taylor

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**From:** PCCOUNCIL  
**Sent:** Monday, March 19, 2018 11:14 AM  
**To:** Hugh Taylor  
**Subject:** FW: Drainage District 10  
**Attachments:** Resume Rawley.pdf

**From:** Rawley Johnson [REDACTED]  
**Sent:** Friday, March 16, 2018 4:51 PM  
**To:** PCCOUNCIL <PCCOUNCIL@co.pierce.wa.us>  
**Subject:** Drainage District 10

To Whom it May Concern,

As a voting member of Drainage District 10 and property owner in the district (Parcel [REDACTED]), I am submitting my name for nomination as an interim Drainage District commissioner.

I work full time as a farmer growing vegetables on my property in the district, so I understand the importance of adequate drainage to my farm's success each year. I also understand the complexity of drainage problems in the district and realize that our community will need support from Pierce county in order to achieve our goals.

I am already involved in numerous efforts to address drainage problems, including serving as a voting member of the newly formed Pierce County Agricultural Advisory Committee and as a frequent participant in Pierce County's Floodplains for the Future efforts. As Drainage District Commissioner, I'd welcome the opportunity to pursue creative solutions for the drainage problems in our community, collaborating with the County when necessary.

Please see my attached resume and feel free to reach out to me via email or phone with further questions.  
Thank you,  
Rawley Johnson

Early Bird Farm  
[REDACTED]

# Rawley Johnson

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## Agricultural Work Experience:

- Oct 2012-present**     **Early Bird Farm, Owner/Operator**, Puyallup Valley, WA  
*Own and operate a 10 acre diversified farm. Grow 2 acres of vegetables and manage flock of 500 laying hens. Employ 3 farm interns during growing season. Attend weekly farmers markets in Seattle and Tacoma and manage a 60 member CSA program. Wholesale eggs to local grocery stores and distributors.*
- Feb 2012- Oct 2014**     **Local Roots Farm, Crew/Field Manager**, Duvall, WA  
*Work closely with farm owners to manage flow of daily tasks, lead field and harvest crew, monitor crop production, and perform tractor work. 12 acres of organic row crops, 200 member CSA, 3 farmers markets, 20+ restaurant accounts.*
- Jan 2010 – Jan 2012**     **Full Belly Farm, Apprentice/Journeyman Farmer**, Guinda, CA  
*For 2 years, lived and worked year-round in all aspects of production on an incredibly diverse 300-acre organic farm.*
- 2009**     **Alemanly Farm, Ecological Horticulture Apprentice**, San Francisco, CA  
*12 month course in hand-scale ecological farming at a 4 acre urban farm.*
- Summer 2008**     **Finnriver Farm, Apprentice**, Chimacum, WA  
*Varied summer season work on a 30 acre farm producing berries, orchard fruits, and 1 acre of vegetables.*

## Previous Work Experience:

- 2007-2009**     **Revolution Prep, SAT Test Prep Instructor**, Bay Area, CA
- 2004-2007**     **KIPP Bridge College Prep, 6<sup>th</sup> grade math teacher**, Oakland, CA  
Highest performing public school in Oakland. Math department chair.
- 2002-2004**     **Public School 310, 4<sup>th</sup> grade teacher**, Bronx, NY  
New York City Teaching Fellow at underserved, high-need urban school. Earned MA in Education concurrently on nights and weekends.

## Educational Background:

- San Francisco State University**, San Francisco, CA
- MA candidate in Geography, incomplete 2007-2009
- Mercy College**, New York, NY
- MA in Elementary Education, 2004
  - Multiple subject teaching credential, NY and CA
- Wake Forest University**, Winston-Salem, NC
- BA in Philosophy, 2001

## Hugh Taylor

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**From:** PCCOUNCIL  
**Sent:** Tuesday, March 13, 2018 1:25 PM  
**To:** Hugh Taylor  
**Subject:** FW: Board of Commissioners for Drainage District#10

**From:** hbaarslag@aol.com [REDACTED]  
**Sent:** Tuesday, March 13, 2018 1:15 PM  
**To:** PCCOUNCIL <PCCOUNCIL@co.pierce.wa.us>  
**Subject:** Board of Commissioners for Drainage District#10

To the PC Council:

I am a property owner in the DD#10 since 2010. As a former Engineering Aide (U.S. Navy Seabees) & with administrative, problem-solving, and clerical abilities, I feel that I probably qualify to serve as a commissioner for Drainage District#10. Retirement (Forensic Specialist, Tacoma PD) should afford me ample time to serve in this capacity.

Thank you,  
Hendrik "Hank" Baarslag

[REDACTED]

Sent from AOL Mobile Mail