

**CONTRACT**

**By and Between**

**PIERCE COUNTY**

**and**

**COUNCIL 2  
WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO  
LOCAL 120 - GENERAL UNIT (AFSCME 120G)**

**January 1, 2022 – December 31, 2023**

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Articles of this contract must be read in conjunction with the Addenda attached.

**ARTICLE 1**

This Agreement is made and entered into by and between Pierce County for its operations listed below, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, AFL-CIO; and Washington State Council of County and City Employees, AFSCME, Council 2, hereinafter referred to as the "Union."

**ARTICLE 2 - NON-DISCRIMINATION**

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

2.2 No employee shall be discharged or disciplined because of membership or lack thereof or lawful activity in the Union, provided such activities are not carried on so as to interfere with the normal work process.

**ARTICLE 3 - RECOGNITION AND UNION SECURITY**

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all regular full-time, regular part-time, and limited duration employees employed in job classifications listed in Addendums for the bargaining units of the Auditor, Finance, Planning and Public Works, District Court Legal Processing Assistants, Fire Marshal's Office, Human Services, Planning and Public Works Wastewater Treatment Plant Operations, Sheriff's Department Animal Control, District Court Crew Chiefs, District Court Probation Officers, Superior Court Guardians ad Litem, and Juvenile Court Detention, but excluding all others.

3.1.1 - Limited Duration Employment. The Pierce County Administrative Guidelines, Chapter 3.08.120 (D) defines Limited Duration positions.

At no time shall a limited duration employee have rights or protections under the CBA related to continued employment, including protections under the layoff, recall and/or bumping provisions. Appeals or grievances of the discipline of limited duration employees shall not be pursued beyond Step 3 (County Executive) of the grievance procedure.

In accordance with the CBA, eligible limited duration employees shall receive employee benefits (or a pro-rated portion for part-time work) of paid sick, vacation, bereavement and holiday leave benefits and health insurance benefits including medical, dental and life (subject to any waiting periods and employee contributions) if the employee otherwise meets eligibility criteria of the County and/or applicable insurance plan(s).

Limited duration employees shall be provided safety equipment issued to regular employees in the same classification. Limited duration employees shall be entitled to all other benefits, obligations, and protections of the CBA not specifically modified by this Agreement or The Pierce County Administrative Guidelines.

3.2 The County agrees that upon written or electronic authorization of any employee who is a member of a Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, and only dues, as certified by the Union. The County shall continue to deduct dues at rates specified by the Union. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. Every reasonable effort will be made to start or end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written authorization. The County shall rely on information provided by the Union regarding the authorization and revocation of dues deductions.

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

3.4 Authorized officers and shop stewards of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to provided that such visit shall not interfere with the work process or cause undue interruption of the employee's work schedule.

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

3.6 The Bargaining Unit status of new positions instituted by the Employer shall be made after taking into consideration the following elements of the job. The community of interests, similarities of duties, required skills, interchange, working conditions and organizational level of the positions contained in Addendums as provided by R.C.W. 41.56.060. Any dispute in applying this Section may be resolved in accordance with the applicable law, R.C.W. 41.56.060. The grievance procedure shall not apply in issues pertaining to this Section.

3.7 The business representative of the Union may meet with the Director of Human Resources or designee, at a mutually convenient prearranged time, at the request of either party, to discuss matters of concern or interest to either party. Such meetings shall be for the purpose of communications, but shall not constitute negotiations nor be constituted to violate or vacate the grievance procedure.

3.8 The Employer shall provide a seniority list, by classification, for each bargaining unit covered by this contract each January annually.

3.9 The County agrees to allow the Union to use a designated department bulletin board in an employee lunch or break room for the purpose of posting notices of Union meetings, Union election returns, Union appointments to office, Union recreational or social affairs, etc. The Union shall be solely responsible for material placed upon the boards by the appropriate Union representative.

3.10 Use of the County's email system should be limited to business use only. However, the employer agrees to permit Union officers and staff representatives to use the County's email system for the sole purpose of notifying Union members of meeting dates, times and locations.

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

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

1. To plan, direct, control and determine all the operations and services of the Employer.
2. To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees.
3. To schedule and assign work.
4. To establish reasonable work and performance standards and, from time to time, to change those standards.
5. To assign overtime.
6. To determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased.
7. To make and enforce reasonable rules and regulations.
8. To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law. (Probationary employees have recourse to only Step 3 of the grievance process.)
9. To change or eliminate existing methods, equipment, or facilities.

4.2 The County has the right at any time to require an employee to provide evidence of a valid driver's license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record. If no personnel action is taken as a result of the information provided by the abstract, the abstract shall be released to the employee and a record shall be kept that such an abstract was obtained. Any employee who operates a County vehicle must notify their immediate supervisor no later than the next business day if the employee's driver's license, including CDL and/or any work-related endorsements, is suspended, revoked or otherwise becomes invalid.

4.3 When the County has reason to believe that an employee is under the influence of alcohol and/or controlled substances, the County may require the employee to submit to reasonable suspicion alcohol and/or controlled substances testing. The testing methods and thresholds for screening specimens shall be in accordance with the Pierce County Alcohol and Controlled Substances Testing Program. These standards are mandated by Federal law for specified employees with a CDL and are currently set by the Department of Health and Human Services (DHHS). If the confirmatory test results are negative, all samples shall be destroyed and any reference to the testing shall be expunged from the employee's personnel file.

#### **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

5.1 The normal workweek for full-time employees shall be five (5) consecutive days of eight (8) hours work, exclusive of a lunch period, to normally be worked Monday through Friday. It is intended that full-time employees will have a paid rest period of up to fifteen (15) minutes during each half of a scheduled work shift. Rest periods shall be scheduled by the supervisor to be taken as near the mid-point of each half shift as possible, subject to the operational needs of the department.

5.2 Overtime shall be paid at the rate of one and one-half times the base hourly rate for all hours compensated beyond 40 hours per week. Payment for authorized overtime shall be pay or compensatory time., at the employee's option at the time earned. Compensatory time accumulated shall not exceed ten (10) working days at any time. Compensatory time shall be accrued at the rate of one and one-half times the actual hours for which overtime payment would otherwise have been made.

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

5.4 If during the term of this Agreement the work week of covered employees is adjusted to greater than a 35-hour week, the affected employees' benefit accrual rates shall be adjusted to reflect the new rate.

## ARTICLE 6 - WAGES

### 6.1 - Wages.

6.1.1 2022. Effective January 10, 2022, or the pay cycle following ratification by the bargaining unit, whichever is later, employees shall be granted a two point nine percent (2.9%) general wage increase.

6.1.2 2023. Effective January 9, 2023 employees shall be granted a general wage increase equal to ninety percent (90%) of the Seattle-Tacoma-Bellevue CPI-U increase reported in July 2022 (for information from June 2022 compared to the 12 months beginning June 2021), but not less than two percent (2%) nor greater than four percent (4%).

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

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

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

For the purposes of this section, "one step increment" is defined as follows: For 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 defined as advancing to each consecutive step. (Example: Employees on a range beginning with step 1 would advance incrementally to 2, 3, 4, 5, etc.)

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

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

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

6.4 - Mileage. Employees authorized to use their private vehicle for County business or in the performance of official duties shall receive reimbursement at the rate permitted by the IRS, for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round-trip coach air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven by employees between their usual place of residence and usual work location. Should, during the term of this agreement, the County pay a higher mileage rate for the County Career Service Employees or any other bargaining group, the higher rate shall supersede the rate set forth herein.

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

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

6.7 - Pay for Work Performed in Higher Classifications. When an employee is assigned to perform the work required of the higher classification, the employee shall be paid the rate of pay for hours worked in such classification. Pre-approval by the Human Resources Director or designee shall be required except for cases of emergency. Compensation for working out of class shall not result in any rights to a permanent reclassification.

## **ARTICLE 7 - SENIORITY**

7.1 - Seniority. Except as provided in Section 7.2, "seniority" is the amount of continuous service within all operations of County government. Seniority shall date back to the date of hire, but shall not be established until completion of the "probationary period," which will normally be thirteen (13) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure beyond Step 3 contained herein. An employee shall lose seniority under this Agreement for the following reasons:

1. Retirement,
2. Voluntary termination,
3. Discharge for cause,

4. Failure to return to work after offer of recall is made,
5. Failure to return to work promptly after an authorized leave of absence,
6. Unpaid absence from work, for reason other than layoff or military leave, for a period in excess of twelve (12) consecutive months, and/or
7. Layoff of more than twenty-four (24) consecutive months.

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

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

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

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

7.5 - Layoffs. When the Employer determines it is necessary to reduce the work force in classifications within a Bargaining Unit (i.e., a specific Department defined in an addendum to this Agreement), regular full-time and part-time employees will be laid off based upon experience, skill, ability and qualifications to do the work with less than thirty (30) days retraining, provided employees with the least seniority will be laid off first when the above are equal. No regular full-time or part-time employee shall be laid off or demoted while there are temporary, or probationary employees serving in the same or lower classification in that classification series in the same Bargaining Unit. Employees being laid off shall be given two (2) weeks' notice of layoff. Such two (2) week notice shall not be required in programs where funds are discontinued by state or federal agencies with less than two and one-half (2-1/2) weeks notice to the Employer.

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

7.6 - Recall within Bargaining Units. When the County again recalls employees in a Bargaining Unit after there has been a layoff in that Bargaining Unit, it shall first recall those employees who were laid off from that Bargaining Unit in reverse order of their layoff, if they are available for work.

Employees will have recall rights to their most current classification and other equal or lower classifications in which they have held status as a regular employee in their respective bargaining unit for up to twenty-four (24) months from date of layoff. Such recalled employees shall return with County seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted. An employee who declines a recall offer to a position of comparable hours or fails to respond to a recall offer by the County within fourteen (14) calendar days, shall be removed from the recall register.

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

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

**ARTICLE 8 - VACATIONS**

8.1

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

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

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

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

8.1.2 Effective January 1, 1983, employees who have earned and qualified for vacation leave that exceeds thirty (30) days per year shall maintain the number of vacation days earned as of January 1, 1983. All other employees who are not qualified for thirty (30) days

as of January 1, 1983, shall maintain the number of vacation days earned as of January 1, 1983, then earn an additional day of vacation at the completion of every other year to a maximum of thirty (30) days per year or until they are entitled to additional vacation day accrual as set forth in the schedule in Section 8.1.1.

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

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

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

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

8.6 It is the intent that employees take their accrued vacation leave during the calendar year earned, provided employees may carry over accrued vacation subject to Section 8.5. Employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability or work requirements as determined by the Operations Manager that cannot be carried over as provided in Section 8.5 of this Article, shall, upon approval of the Human Resources Director, be allowed to carry over additional vacation leave provided it is used within the next six (6) months and may not be cashed out in a lump sum payment due to termination.

## **ARTICLE 9 - HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Two Personal Holidays

The day of observance of the above holidays shall be days specified by County ordinance. If any of the above holidays falls on a Sunday, the following Monday shall be the holiday. If the holiday falls

on a Saturday, the preceding Friday shall be the holiday. The employee must be on paid status on the normal workday preceding and following such holiday.

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

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

9.3 Part-time employees regularly scheduled to work one half a normal workweek or more shall be eligible for a pro-rata portion of holiday pay based on their standard bi-weekly hours per pay cycle divided by ten (10), provided they are compensated at least seventy (70) percent of their standard work week.

9.4 If an employee is required to work on a legal holiday which falls on the employee's regularly scheduled workday, the employee shall be compensated for the holiday at the straight-time rate and shall be compensated at the time and one-half overtime rate for hours worked.

## **ARTICLE 10 - SICK LEAVE**

10.1 Regular and limited duration full-time employees in a seventy (70) percent accruable pay status per pay cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per pay cycle, with no upper limit. Regular and limited duration part-time employees shall earn a pro-rata portion of sick leave based upon their authorized scheduled bi-weekly hours per pay cycle divided by ten (10), provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle, excluding overtime and standby pay. However, no employee shall earn less than one (1) hour of sick leave for every forty hours worked. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle. Sick leave will not be payable to new eligible employees until they have completed thirteen (13) accruable pay cycles of employment.

### 10.2 – Permissible Uses of Sick Leave.

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

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical

diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

2. To allow the employee to provide care for a family member (as defined below in Section 10.2.2), with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
3. When the employee's workplace has been closed by order of a public official for any health-related reason and no alternative site is designated by the County, or when an employee's child's school or place of care has been closed for such a reason; or
4. Absences that qualify for leave under the domestic violence leave act, Chapter 49.76 RCW; see also Chapter 3.13 of the County Code and Administrative Guidelines, Domestic Violence in the Workplace.

10.2.2 The family members to whom this section applies are defined by RCW 49.46.210 and include:

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

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

10.2.3 Family Care Leave: An employee may use the paid leave of their choice subject to the provisions of this subsection under the circumstances listed below. If the employee

chooses to use paid leave other than sick leave, such leave shall be paid at the employee's regular straight-time base hourly rate of pay.

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

10.3 Misuse of sick leave is cause for disciplinary action up to and including discharge. The Employer may investigate cases of suspected sick leave misuse and may at any time during the course of that investigation and to the extent allowed by law request the employee provide verification from a health care provider that the employee's use of sick leave is for an authorized purpose as set forth in this Article. Except in cases of sick leave misuse, employees' use of sick leave shall not be used as criteria for performance evaluation.

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

10.5 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount

paid the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave, they may use their accumulated compensatory time and accrued vacation to make up the difference between the Worker's Compensation Benefits and the employee's base hourly wage.

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

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

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

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

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

10.9 All references to "day" in this Article shall refer to the employee's standard hours per day (bi-weekly hours per pay cycle divided by ten), to a maximum of eight hours.

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

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

## 11.2 - Bereavement Leave.

11.2.1 In the event of a death of a family member of a regular full-time or part-time employee, including those serving the initial probationary period, three (3) working days off to a maximum of twenty-four (24) hours with pay, whichever is less, shall be granted to attend the funeral or complete burial arrangements for each death which occurs. A regular part-time employee shall receive a pro rata share of bereavement leave based on the employee's standard hours in a work week. The family members to whom this section applies are spouse, domestic partner, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse/domestic partner of the employee. Family members also include biological, adopted, step, in-law, or foster members. An additional three days of bereavement leave may be granted if authorized by the Department Director or designee in writing if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

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

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

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

12.1 A leave of absence without pay may be granted with approval of the elected official, Operations Manager, or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the elected official, Operations Manager, or designee, plus the Human Resources Director or designee.

12.2 All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying their own medical benefit cost while in an unpaid leave status to ensure continued coverage. Effective January 1, 2012, those hours covered by time-loss payments through the County's workers' compensation program for an on-the-job injury are considered to be "pay status" for up to a maximum of twenty-six (26) pay cycles per covered injury.

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

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

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

12.3 Unless otherwise provided in Article 12.2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13) for a period not to exceed twelve (12) months.

12.4 - Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with W.A.C. 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Operations Manager or elected official agrees in writing to a longer period of unpaid leave.

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

### **ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE**

13.1 - Medical. Effective January 1, 2022, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each active (non-separated) eligible regular and limited duration employee who received compensation for eighty (80) hours or more in the previous month (cash outs of accrued leave upon separation shall not count toward the eighty (80) hours of compensation in a month), the following maximum amounts through December 31, 2022:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be one thousand four hundred forty-nine dollars and seventy-four cents \$1449.74 for Plan A or for the Kaiser Permanente Plan, per eligible regular full-time and limited duration full-time employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction, which are hereby authorized.

The current rates for 2022 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical “PLAN A” or Kaiser	\$1496.40		
Domestic Partner Medical	\$ 18.00		
Vision – Plan EXT	\$ 17.10		
Domestic Partner Vision	<u>\$ 0.20</u>		
Total Month Premium:	\$1531.70	\$1449.74	\$81.96

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

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

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

In addition, the members of the Union have elected the following additional coverage through the Washington Teamsters Welfare Trust, at the employee’s own cost, per month, which shall be paid by each employee through automatic monthly payroll deduction:

9-Month Disability Waiver of Premium (current rate):            \$11.40

13.2 - Dental. The County will pay a maximum monthly premium for dental benefits of either one hundred twenty-seven dollars and seventy-six cents (\$127.76) for the County's Washington Dental Service plan or one hundred twenty-one dollars and ninety-two cents (\$121.92) for the County's Willamette Dental of Washington plan, for eligible regular and limited duration full-time employees and their dependents for the period January 1, 2022 through December 31, 2022. Eligible regular and limited duration part-time employee's dental benefits are also subject to a pro-rata share, as provided herein.

13.3 - Life Insurance. The County will pay the full monthly premium for twenty-five thousand dollars (\$25,000) of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2022 through December 31, 2022. Eligible regular and limited duration part-time employees' life insurance benefits are also subject to a pro-rata share, as provided herein.

13.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of one thousand four hundred forty-nine dollars and seventy-four cents (\$1449.74) for Plan A or for Kaiser Permanente, through automatic monthly payroll deduction. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of one thousand four hundred forty-nine dollars and seventy-four cents (\$1449.74) for Plan A or for Kaiser Permanente, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

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

13.6 In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular and limited duration full-time and part-time employees shall contribute any medical and vision premium in excess of one thousand four hundred forty-nine dollars and seventy-four cents (\$1449.74) for Plan A or for Kaiser Permanente or one hundred twenty-seven dollars and seventy-six cents (\$127.76) for the County's Washington Dental Service plan or one hundred twenty-one dollars and ninety-two cents (\$121.92) for the County's Willamette Dental of Washington plan and eligible regular and limited duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life

insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

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

13.8 The County will provide, for eligible regular and limited duration full-time and part-time employees, a Flexible Spending Account plan under Section 125 of the Internal Revenue Code. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

13.9 Effective January 1, 2023 and for the 2023 calendar year, the County will pay up to the first six percent (6%) increase (above the 2022 premium amount) of the total monthly premium for each medical/vision insurance plan. Any increase above six percent (6%) will be picked up by the employee, through automatic payroll deduction. Regular and limited duration part-time employees will pay this increase in addition to their additional pro-rata share of the premiums.

For example, if the increase for a medical/vision plan is 8% above the 2022 premiums, the County will pick up the first six percent (6%) and the employee will pick up the remaining two percent (2%). If the increase is ten point five percent (10.5%), the County will pick up the first six percent (6%) and the employee will pick up the remaining four point five percent (4.5%). If the increase is four percent (4%), the County will pay only the four percent (4%) increase.

Effective January 1, 2023 and for the 2023 calendar year, the County will pay the full monthly premium for each dental plan. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

Effective January 1, 2023 and for the 2023 calendar year, the County will maintain the current level of life insurance coverage and will pay one hundred percent (100%) of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

13.10 For the calendar year 2024, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County/PEBB benefit plans for medical, dental and/or life insurance coverage. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

## **ARTICLE 14 - RETIREMENT**

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

## **ARTICLE 15 - WORKERS COMPENSATION**

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

## **ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE**

**16.1 - Definition.** A grievance shall be defined as a management interpretation or application of the provision(s) of this agreement which adversely affect an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement. Grievances arising from the application of this Agreement relating to any suspension of more than twenty (20) days, reduction in rank or pay, or dismissal for cause shall be subject to either the jurisdiction of the County's Personnel Review Board or the grievance and arbitration procedure herein. Selection of one procedure, which shall be at the sole option of the grievant, will preclude access to the other.

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

Letters of reprimand are subject to steps 1, 2 and 3 only of the grievance procedure contained herein.

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

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

Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

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

Appeal of a suspension and/or discharge may be submitted directly to step 2 or step 3 (by mutual agreement of both the employer and the union), of the grievance procedure within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance.

Step 4. If a grievance is not resolved under step 3, the Union may request arbitration in writing to the County Executive or Labor Relations Designee within ten (10) working days from the date the decision was rendered at step 3 (only signatories to this agreement may advance a grievance to arbitration). As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

16.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each of the parties shall be responsible for the expense of preparing and presenting its own case to the arbitrator, including attorney fees.

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

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employees may have, and which relate to or concern the employees and the employer; provided, however, in alleged discrimination in violation of Subsection 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forms, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the County Executive or Labor Relations Designee and Council 2 Representative.

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

### **ARTICLE 17 - EMPLOYEE RIGHTS**

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

17.2 The questioning by the Employer shall be during normal County business hours. The questioning of the employee shall take place in a reasonably private location.

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

17.4 At the request of the Union or the employee the County will furnish the Union a copy of all bargaining unit final disciplinary actions.

17.5 The Union and employees shall be notified prior to implementation of any new forms of electronic monitoring proposed by the Employer to be implemented on a routine and on-going basis for the primary purpose of monitoring employee safety, productivity, and performance.

### **ARTICLE 18 - NO STRIKE-NO LOCKOUT**

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

18.2 Employees who refuse to cross a legal, primary picket line, as recognized by the Union, which is directed at other than County facilities shall not constitute a violation of this Agreement and shall not be cause for discharge or disciplinary action; provided, however, that such decision shall be made freely by such employees without coercion by either the Employer or the Union. Employees will be required to work and cross a primary picket line as described in this paragraph, 18.2, when deemed necessary by the County, to assure public health and safety.

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

## **ARTICLE 19 - SAVINGS**

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

## **ARTICLE 20 - PERSONAL LIABILITY**

Pierce County will defend employees, upon proper request, pursuant to Pierce County Code Chapter 2.120 against all claims or actions for damages brought or maintained against them arising out of the acts, errors or omissions in the performance or good faith attempt to perform their duties.

## **ARTICLE 21 - SUBCONTRACTING**

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

## **ARTICLE 22 - SAFETY AND SANITATION**

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

## **ARTICLE 23 - MATTERS COVERED AND COMPLETE AGREEMENT**

23.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made.

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

## **ARTICLE 24 - TERM OF AGREEMENT**

24.1 This Agreement shall be effective January 1, 2022, for all those who are on the employer's payroll as of the date this Agreement was ratified by the employees and for those who have retired during the term of this Agreement, but excluding all others, except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2023. Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to

the provisions of RCW 41.56. The Union shall file such notice with the Director of Human Resources, the Employer with the directing business representative.

Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted no later than one hundred twenty (120) calendar days before expiration of the current agreement.

24.2 Amendments to this Agreement may be made during the term by the mutual agreement of both parties. Should either party wish to amend the Agreement, the request shall be made to the other party in writing. However, this does not bind either party to enter into negotiations on proposed amendments.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 25 day of April, 2022.

COUNCIL 2, WASHINGTON STATE  
COUNCIL OF COUNTY AND CITY  
EMPLOYEES, AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES (AFSCME), AFL-CIO,  
LOCAL 120 - GENERAL UNIT:

DocuSigned by:  
By: Zach Dugovich  
7B7ACA97148C45B  
ZACH DUGOVICH  
Staff Representative

PIERCE COUNTY:

DocuSigned by:  
By: Bruce Dammeier  
1BD2210628D6495  
BRUCE DAMMEIER  
County Executive

DocuSigned by:  
By: Amy Spiegel  
55D2B0282096416...  
AMY M. SPIEGEL  
Labor Relations Chief Negotiator

**ADDENDUM I**

**Bargaining Unit: DISTRICT COURT**

1. COVERED POSITION CLASSIFICATIONS

Classification Series: Legal Processing

Legal Processing Assistant 1 .....	General 32
Legal Processing Assistant 2 .....	General 33
Legal Processing Assistant 3 .....	General 34
Legal Processing Assistant 4 .....	General 38

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. Workweek and Alternative Schedules (the following replaces and supersedes Article 5.1. of the AFSCME Local 120 General Unit Collective Bargaining Agreement between Local 120 and Pierce County for the covered classifications in this addendum).

The normal workweek for fulltime employees shall be five (5) consecutive days, Monday through Friday, of eight (8) hours work, exclusive of a lunch period. Employees who currently work a seven and one-half hour day and who elect to remain at that work day may request to move to the eight hour workday at a later date. Such requests will be considered by the Court, which will have the option to grant the request or not. Employees will not be required to move to the eight-hour day. Vacated positions will be refilled with an eight-hour-day employee. If alternative work schedules are necessary, then a process of voluntary bidding shall occur. If the quality and quantity of candidates by classification is not adequate, as determined solely by the Court, employees shall be assigned to work the alternative work schedule.

3. Pay for Work Performed at a Higher Classification (the following replaces and supersedes Article 6.7, by the same title of the AFSCME Local 120 General Unit Collective Bargaining Agreement between Local 120 and Pierce County for the covered classifications in this addendum).

When an employee is assigned to perform the work required of a higher classification for two (2) consecutive hours or more, the employee shall be paid at the rate and step of pay for hours worked within that classification, which would result in at least a five (5) percent increase.

Pre-approval by the District Court Administrator or designee shall be required except for cases of emergency. Compensation for working out of class shall not result in any right to permanent reclassification. Requests for differential pay must be made at the time of the assignment.

4. Step increases to steps above the midpoint of a salary range shall be granted for meritorious performance based only on a performance appraisal adopted by the Court.

If an employee on a step past the midpoint of the pay range is rated non-meritorious, then they may be moved to the next lower one-step increment in six months (13 accruable pay cycles) provided they do not achieve a merit step rating on the subsequent evaluation to be conducted six months later. Non-meritorious evaluations shall be subject to steps 1 and 2 only of the grievance procedure.

5. Flex Schedules and Alternative Work Hours

Flex schedules or alternative work hours may be used if operationally feasible and mutually agreed to by the affected employee(s) and their supervisor. Final approval must come from the Court Administrator or designee. Such schedules may modify the preceding sections in Article 5, but will not violate the overtime provisions of payment of time and one half in excess of forty hours compensated.

6. Article 16 - Grievance procedure (the following provisions shall replace and supersede Article 16 of the AFSCME Local 120 General Unit Collective Bargaining Agreement between Pierce County and Local 120 for the covered classifications in this addendum).

#### **ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE**

16.1 - Definition: A grievance shall be defined as a management interpretation or application of the provision(s) of this agreement which adversely affect an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement.

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

A grievance regarding a termination shall be filed at grievance Step 2 within ten (10) working days of notification of such termination.

Letters of reprimand are subject to steps 1 and 2 only of the grievance procedure contained herein.

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

the employee. Within five (5) working days thereafter, a written decision shall be given to the employee.

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

Step 3. If the grievance is not settled at step 2, an arbitration request may be presented in writing to the Presiding Judge or their designee within ten (10) working days from the date the decision was rendered at step 2. Only the Presiding Judge [or their designee] or the Union may advance a grievance to arbitration. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

16.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each of the parties shall be responsible for the expense of preparing and presenting its own case to the arbitrator, including attorney fees.

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

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employees may have, and which relate to or concern the employees and the employer; provided, however, in alleged discrimination in violation of Subsection 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forms, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the Court Administrator and Council 2 Representative.

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

7. The following provisions of Article 3 Union Security are replaced and superseded by the following provisions for employees of the District Court and listed in item #1 of this addendum.

### **ARTICLE 3 - RECOGNITION AND UNION SECURITY**

CHANGED TO READ:

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

3.4 Authorized officers and shop stewards of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to provided that such visit shall not interfere with the work process or cause undue interruption of the employee's work schedule.

CHANGED TO READ:

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

8. Reference Article 7, Section 7.1 and 7.5.

For purposes of layoff rights and bumping procedures, seniority shall be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item #1 of this addendum and Article 7, Section 7.5. The "probationary period" shall be twenty-six (26) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure beyond Step 2 contained herein.

9. The following provisions of Article 4 Management Rights is replaced and superseded by the following provisions for employees of the District Court and listed in Item No.1 of this addendum.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

CHANGED TO READ:

8. To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law. (Probationary employees have recourse to only Step 2 of the grievance process.)

**ADDENDUM II**

**Bargaining Unit: FINANCE DEPARTMENT**

1. COVERED POSITION CLASSIFICATIONS

\*Classification Series: Accounting Assistant

Accounting Assistant 1 .....	General 10
Accounting Assistant 2 .....	General 14
Accounting Assistant 3 .....	General 22

Classification Series: Accountant

Grant Accountant 1 .....	Professional 06
Accountant 1 .....	Professional 06
Accountant 2 .....	Professional 08

\*Classification Series: Office Assistant

Office Assistant 1 .....	General 5
Office Assistant 2 .....	General 11
Office Assistant 3 .....	General 18

Classification Series: Field Agent

Field Agent 1 .....	General 09
Field Agent 2 .....	General 23

Classification Series: Contracts Coordinator

Contracts Coordinator.....	Professional 05
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Classification Series: Computer Systems Business Analyst

Computer Systems Business Analyst 1 .....	Professional 28
Computer Systems Business Analyst 2 .....	Professional 29

Classification Series: Payroll

Payroll Assistant .....	General 42
Payroll Specialist .....	Professional 04

\*The reallocations outlined above will be effective January 10, 2022, following the application of the 2022 general wage increase outlined in Article 6.1.1 of this agreement.

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. Flex schedules or alternative work hours may be used if operationally feasible and mutually agreed to by the affected employee and their supervisor. Such schedules may modify the preceding sections in the Article but will not violate the overtime provisions of payment of time and one-half in excess of forty (40) hours compensated.
3. Reference Article 7, 7.1, and 7.5.

For purposes of layoff rights and bumping procedures, seniority will be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in item 1 of this addendum, and Article 7, Section 7.5.

4. Article 5.1 The normal work week for represented full-time employees of the Finance Department and identified in Addendum II is five consecutive days of eight (8) hours of work exclusive of a lunch period to be normally worked Monday through Friday. Employees who elected to remain at the seven or seven-and-one-half-hour day may request to move to the eight-hour workday at a later date. Such requests will be considered by the County which will have the option to grant the request or not. Employees will not be required to move to the eight (8) hour day.

**ADDENDUM III**

**Bargaining Unit: AUDITOR**

1. COVERED POSITION CLASSIFICATIONS

\*ACCOUNTING

Accounting Assistant 2 .....	General 14
Accounting Assistant 3 .....	General 22

ELECTIONS

Elections Clerk 1.....	General 12
Elections Clerk 2.....	General 19
Elections Specialist.....	Professional 05
Elections Supervisor .....	Professional 06

INFORMATION TECHNOLOGY

Computer Systems Business Analyst 1.....	Professional 28
Computer Systems Business Analyst 2.....	Professional 29

RECORDING/LICENSING

Licensing Compliance Officer .....	Professional 06
Recording/Licensing Technician 1 .....	General 12
Recording/Licensing Technician 2 .....	General 19
Recording/Licensing Technician 3 .....	General 23
Recording/Licensing Supervisor .....	Professional 06

\*The reallocations outlined above will be effective January 10, 2022, following the application of the 2022 general wage increase outlined in Article 6.1.1 of this agreement.

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

- 2. Flex schedules or alternative work hours may be used if operationally feasible and mutually agreed to by the affected employee and their supervisor. Such schedules may modify the preceding sections in the Article but will not violate the overtime provision of payment of time and one-half in excess of forty (40) hours compensated.

3. Reference Article 7, Section 7.1 and 7.5.

For purposes of layoff rights and bumping procedures, seniority will be defined as continuous service with Pierce County. Layoff rights are within those classification and employees listed in item 1 of this addendum, and Article 7, Section 7.5.

When the Employer determines it is necessary to reduce the work force in classifications within a Bargaining Unit, regular full-time employees will be laid off based upon experience, skill, ability and qualifications to do the job with less than thirty (30) days retraining provided that when the above are considered to be equal by the Employer, the least senior employee in the classification eliminated shall be laid off first. Seniority shall be determined in accordance with section 7.1 of the collective bargaining agreement between the parties.

4. The normal workweek for full time employees shall be five (5) consecutive days of eight (8) hours work, exclusive of a lunch period.

5. On-Call – Elections.

Employees specifically designated by the Auditor or Deputy Auditor (or designee) to be “on call” will be paid \$3.20 per hour for all hours served in an on-call status. The on-call program is intended to be used on or near election dates when employees may need to be available to assist voting center staff and/or to assist teams who pick up ballots and deliver them to the elections center. The rate of \$3.20 per hour will be effective the first day of the first pay cycle after ratification of the labor agreement by the AFSCME Local 120 G membership.

While serving "on call", the employee will be free from the effects of alcohol, marijuana and/or any controlled substance and in communications via pager, radio, telephone and so immediately available to work.

An employee called out while on an "on call" status will receive a minimum of two (2) hours pay at the appropriate rate of pay. The two-hour minimum will be compensated with actual pay, not compensatory time. If such called out employee works beyond the compensated two (2) hours, they will be compensated for the actual hours worked beyond the two hours at the appropriate rate of pay. If two or more callouts are within the two (2) hour minimum, only two (2) hours shall apply.

"Call out" time starts at the time employees are dispatched outside of their regular working hours and after having left the work site at the end of the shift, but in no case will the employee be compensated for more than thirty (30) minutes prior to arrival at the work site.

If called to perform work less than two (2) hours prior to the normal starting time, the employee shall be compensated for actual hours worked at one and one-half (1 ½) times their basic rate of pay, until the beginning of the shift and the two (2) hour minimum shall not apply.

Employees required to be on-call shall be responsible for having reliable transportation available for call-out. Employees shall not bring family members or friends with them when responding to a call-out notice.

6. Elections Division Only: Employees in the Elections Division should be aware that overtime is likely to be required during the week of an election. However, whenever possible, the County will attempt to provide employees with four (4) hours advance notice when a shift extension/overtime will be required. Nothing in this section shall prevent the County from requiring overtime with less than four (4) hours' notice when circumstances dictate, as determined by the County.

**ADDENDUM IV**

**Bargaining Unit: PLANNING AND PUBLIC WORKS**

1. COVERED POSITION CLASSIFICATIONS

\*Classification Series: Office Assistant

Office Assistant 1 .....	General 05
Office Assistant 2 .....	General 11
Office Assistant 3 .....	General 18

(Includes OA2 and OA1 in administrative division and OA1 in development center.)

Classification Series: Building Inspector

Building Inspector .....	Professional 07
Building Inspector, Lead.....	Professional 08

Classification Series: Plans Examiner

Plans Examiner 1 .....	Professional 05
Plans Examiner 2.....	Professional 07
Plans Examiner, Lead .....	Professional 08

Classification Series: Code Enforcement Officer

Code Enforcement Officer .....	Professional 07
Code Enforcement Officer, Lead .....	Professional 08

Classification Series: Counter Technician

Permit/Development Counter Technician.....	General 19
Permit/Development Counter Technician Lead .....	General 41

Classification Series: Computer Systems Business Analyst

Computer Systems Business Analyst 1 .....	Professional 28
Computer Systems Business Analyst 2.....	Professional 29

\*The reallocations outlined above will be effective January 10, 2022, following the application of the 2022 general wage increase outlined in Article 6.1.1 of this agreement.

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. Reference Article 7, Section 7.1 and 7.5.

For the purposes of layoff rights and bumping procedures, seniority will be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item 1 of this addendum and Article 7, Section 7.5. Further, for purposes of layoff rights, all employees grandfathered due to changes in the recruiting requirements in any current or previously held classification are deemed to be qualified and possess the ability to perform their duties, subject to demonstrating that ability pursuant to the 30-day retraining provision of Section 7.5.

3. Call out for employees covered by this addendum will be a minimum of two (2) hours at the appropriate rate of pay.
4. The normal work week for represented full-time employees of the Planning and Public Works Department and identified in Addendum IV as amended shall be five consecutive days of eight hours of work exclusive of a lunch period to be normally worked Monday through Friday. Work schedules other than the normal Monday through Friday schedule may be established by the Employer to increase productivity and efficiency as determined by the Employer. Whenever possible the County will provide employees with two (2) week's advanced notification of a change made in accordance with this section. All represented employees of the Planning and Public Works Department shall observe the eight hour work day.
5. Overtime for Building Inspectors, Code Enforcement Officers and Plans Examiners (including employees in "Lead" classifications of the same name) is work performed beyond eight (8) hours per day or forty (40) hours per week. Overtime hours worked shall be at the rate of time and one-half the base hourly rate of pay. Payment for authorized overtime hours worked shall be pay or compensatory time, at the employee's option at the time earned except where the overtime worked is being paid by an outside entity, in which case the employee shall receive overtime pay, at the appropriate rate of pay. Compensatory time accumulated shall not exceed ten (10) working days at any time.
6. The Executive may provide schedules requiring a workweek of four (4) days, and in such event overtime at time and one-half shall be paid for hours compensated in excess of forty (40) hours per scheduled workweek. Where such workdays are adopted, overtime and other contract language shall be converted to the alternative workday and workweek application. Employees may also petition the Executive for consideration of such work schedules.
7. Shift differential of thirty (\$.30) cents per hour shall be paid for the entire shift when employees are required to work shifts extending beyond 6:00 p.m. or starting before 6:00 a.m. The increase in shift differential from twenty cents per hour (\$.20/hr.) to thirty cents per hour

(\$30/hr.) is effective on the first day of the second pay cycle after full execution of this agreement.

8. Safety Clothes:

Building Inspectors and Code Enforcement Officers. The Employer agrees to provide employees in this classification the following items of clothing:

- A. Up to two (2) pairs of gloves per year.
  - B. One (1) high visibility vest with the Pierce County logo with replacement on an as-needed basis as determined by the County.
  - C. One (1) helmet and one (1) ball cap with the Pierce County logo with replacement on an as-needed basis as determined by the County.
  - D. Safety shoes, not to exceed two hundred seventy-five dollars (\$275.00) every two (2) years, as determined by the Employer. Employees will be required to wear such safety shoes while performing the duties of their classification in the field. The County shall provide one pair of rubber boots with replacement on an as-needed basis as determined by the County. The increase in safety shoes from two hundred fifty dollars (\$250.00) to two hundred seventy-five dollars (\$275.00) is effective on the first day of the second pay cycle after full execution of this agreement.
  - E. The County will provide one (1) set of rain gear, every 2 years, as needed, as determined by the Employer.
  - F. One pair of knee pads. (Building Inspectors Only)
  - G. Dust masks.
9. Pay Rate on Holiday. All employees who work on the actual date of the County holiday designated in Section 9.1 shall be paid at the rate of time and one-half the base hourly rate of pay, plus holiday pay at the base hourly rate, or instead of 8 (eight) hours holiday pay at the base rate employees may take an alternate day off.
10. If more than one employee requests the same time off for vacation and, if staffing requirements are such that not all requests can be granted, then seniority shall apply.
11. Subcontracting. Before the County implements subcontracting out of Bargaining Unit work which would result in the termination or layoff of Bargaining Unit employees, the County will notify the Union and offer the Union an opportunity to discuss the desirability of subcontracting such work. At least sixty (60) days prior to implementing a decision to subcontract, the County shall advise the Union in writing that the County is considering subcontracting for services presently being performed by union members. Upon request by the Union, the parties shall meet to allow the Union an opportunity to present any alternative means besides subcontracting

for the County to consider. The County has the final decision to subcontract. That final decision will be made after considering alternatives, if any, presented by the Union during the notice period. If no alternatives are presented during the notice period the County's decision may be implemented without further notice. If the County implements subcontracting in accordance with this section, the County shall negotiate with the Union the effects of subcontracting upon the laid-off bargaining members.

12. Training/Education/Certification.

- A. The cost of initial issuance of professional licenses and certifications required as an initial condition of employment shall be the responsibility of the individual employee required to possess or obtain the license or certification. The Employer will pay the fees charged by issuing agencies for renewal or reissue of required licenses or certifications providing the license or certification has been maintained in an active status.
- B. The Employer shall pay all costs allowable by County policy for all seminars, courses, training, workshops or similar forum which the employee is required by the Employer to attend.
- C. The employee shall pay all costs for training, seminars, courses, workshops or similar forum for which attendance is not required by the Employer. The approval of attendance by the employer does not constitute a requirement to attend. The Employer may voluntarily agree to pay part or all of the costs for this type of training as it deems appropriate. An employee's decision not to participate in voluntary training shall not be adversely reflected in the performance evaluation.
- D. Notwithstanding the above, the Employer shall pay costs allowable under County policy, for seminars, courses, training, workshops or similar forums that are necessary as determined and approved by the employer for accruing continuing education units (CEUs) in order to maintain the minimum required certifications for the employee's current class description and pay plan.

13. Flex or Alternative Schedules

Flex schedules or other alternative work hours may be used if operationally feasible and mutually agreed to by the affected employee and their supervisor. Final approval must come from the Department Director or designee. If such approval is obtained, flex or alternative work schedules may modify the hours of work sections set forth in Article 5 or in Addendum IV to this Contract, but will not over ride the overtime provisions requiring payment of time and one-half for hours compensated in excess of forty (40) hours.

14. Departmental Assigned Vehicles

- A. The County agrees to provide two flares and a first aid kit in all department assigned vehicles (not fleet vehicles).

- B. Those Building Inspectors performing inspections in the undeveloped areas of the County whose assignments necessitate the availability of a shovel may request one and a shovel will be provided. The current practice of replacement at employee cost, of lost or broken shovels will continue.

**ADDENDUM V**

**Bargaining Unit: HUMAN SERVICES – AGING AND DISABILITY RESOURCES**

1. COVERED POSITION CLASSIFICATIONS:

Case Manager .....	General 23
Registered Nurse Case Manager .....	Professional 19

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. Reference Article 7, 7.1 and 7.5

For purposes of layoff rights and bumping procedures, seniority will be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item 1 of this addendum and Article 7, Section 7.5.

3. Flex or Alternative Schedules

Flex schedules or other alternative work hours may be used if operationally feasible and mutually agreed to by the affected employee and their supervisor. Final approval must come from the Department Director or designee. If such approval is obtained, flex or alternative work schedules may modify the hours of work sections set forth in Article 5 of this contract, but will not override the overtime provisions requiring payment of time and one-half for hours compensated in excess of forty (40) hours.

Employees may voluntarily request to participate in telecommuting according to the Department’s telecommuting policy. Requests will be considered and approved at the County’s discretion and the terms and conditions of individual telecommuting arrangements shall be determined by the County. Employees will be required to complete and sign telecommuting agreements. All parties agree that telecommuting is a privilege and not a right and such privileges may be revoked by a manager at any time for any reason. Decisions on participation or non-participation in the program will not be subject to the grievance procedure.

Employees may adjust up to sixty (60) minutes within the workday if operationally feasible and mutually agreed to by the affected employee and their supervisor. If an adjustment is approved, the adjustment should not conflict with any other provision of this agreement, including but not limited to, paid and unpaid breaks and overtime, and should not modify the total number of hours scheduled to be worked in a day. Decisions regarding adjustment requests will not be subject to the grievance procedure.

All other terms and conditions of the collective bargaining agreement remain in full force and effect.

4. The normal workweek for full time employees shall be five (5) consecutive days of seven and one-half (7-1/2) hours work, exclusive of a lunch period. Employees who elected to remain at the seven-hour day may request to move to the seven-and-one-half-hour workday at a later date. Such requests will be considered by the County which will have the option to grant the request or not. Employees will not be required to move to the seven-and-one-half-hour day.
5. Continuing education credits for Registered Nurse Case Managers

The Employer shall pay costs allowable under County policy, not to exceed six hundred dollars (\$600.00) per eligible employee in the classification of Registered Nurse Case Manager per year (subject to budgetary limitations as determined by the County), for Employer-approved seminars, courses, training, workshops or similar forums which will satisfy the requirement for a registered nurse to attain the required 15 hours of annual continuing education credits (CEUs) in order to maintain their registered nursing license.

6. Release for Training

Employees may request to attend training not required by the County on paid County time. Such requests will be reviewed and considered based on the relationship of the training to the employee's job duties, and the operational needs of the County. Employees shall pay all costs for training, seminars, courses, workshops or similar forum for which attendance is not required by the Employer. The approval of attendance by the employer does not constitute a requirement to attend.

**ADDENDUM VI**

**Bargaining Unit: FIRE MARSHAL'S OFFICE**

1. COVERED POSITION CLASSIFICATIONS

\*Classification Series: Office Assistant

Office Assistant 1 .....	General 05
Office Assistant 2 .....	General 11
Office Assistant 3 .....	General 18

Classification Series: Fire Investigation/Inspection

Fire Inspector.....	Professional 05
Deputy Fire Marshal.....	Professional 07

Classification Series: Fire Plans Examiner

Fire Plans Examiner In Training .....	Professional 03
Fire Plans Examiner .....	Professional 06

\*The reallocations outlined above will be effective January 10, 2022, following the application of the 2022 general wage increase outlined in Article 6.1.1 of this agreement.

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. Reference Article 7, Section 7.1 and 7.5.

For the purposes of layoff rights and bumping procedures, seniority will be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item 1 of this addendum and Article 7, Section 7.5. Further, for purposes of layoff rights, all employees grandfathered due to changes in the recruiting requirements in any current or previously held classification are deemed to be qualified and possess the ability to perform their duties, subject to demonstrating that ability pursuant to the 30-day retraining provision of Section 7.5.

3. Call out for employees covered by this addendum will be a minimum of two (2) hours at the appropriate rate of pay.

4. The normal workweek for full-time employees (covered by this addendum) shall be five (5) consecutive days of eight (8) hours work, exclusive of a lunch period, to normally be worked between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Work schedules other

than the normal Monday through Friday schedule may be established by the Employer to increase productivity and efficiency as determined by the employer. Whenever possible the County will provide employees with two (2) week's advanced notification of a change made in accordance with this section.

5. Overtime for Deputy Fire Marshals, Fire Plans Examiners, and Fire Inspectors is work performed beyond eight (8) hours per day or forty (40) hours per week. Overtime hours worked shall be at the rate of time and one-half the base hourly rate of pay. Payment for authorized overtime hours worked shall be pay or compensatory time., at the employee's option at the time earned. Compensatory time accumulated shall not exceed ten (10) working days at any time.
6. The Executive may provide schedules requiring a workweek of four (4) days, and in such event overtime at time and one-half shall be paid for hours compensated in excess of forty (40) hours per scheduled workweek. Where such workdays are adopted, overtime and other contract language shall be converted to the alternative workday and workweek application. Employees may also petition the Executive for consideration of such work schedules.
7. Shift differential of forty cents (\$.40) per hour shall be paid for the entire shift when employees are required to work a shift extending beyond 6:00 p.m. or starting before 6:00 a.m., except when an employee's shift extends beyond 6:00 p.m. or starts before 6:00 a.m. as a result of an approved request for a four (4) day workweek in accordance with Section 6 above. The increase in shift differential from twenty cents per hour (\$.20/hr.) to forty cents per hour (\$.40/hr.) is effective on the first day of the second pay cycle after full execution of this agreement.
8. Safety Clothes:

Deputy Fire Marshal, and Fire Inspector. The Employer agrees to provide employees in these classifications the following items of clothing and/or equipment, or as otherwise determined by Pierce County Risk Management:

- A. One (1) hard hat and one (1) ball cap with the Fire Marshal's logo, to be replaced as needed as determined by the Employer.
- B. One (1) pair of fire boots.
- C. Disposable dust masks, ear plugs, latex gloves, and safety gloves to be replaced as needed, as determined by the Employer.
- D. One (1) pair over-ear hearing protection.
- E. One (1) pair safety glasses -- Eye Protection.
- F. One (1) first aid kit.

- G. Two (2) pairs of coveralls starting issue with replacement on an as-needed basis as determined by the Employer.
- H. One (1) pair knee pads to be replaced as needed, as determined by the Employer.
- I. Safety shoes not to exceed two hundred-fifty dollars (\$250.00) every 2 years as determined by the Employer. Employees will be required to wear such safety shoes while performing the duties of their classification in the field.
- J. One (1) reflector safety vest.
- K. One (1) respirator.
- L. One (1) not-less-than four-gas monitor.
- M. One (1) non-contact circuit tester.
- N. One (1) Coast Guard approved personal flotation device.

Employees are required to comply with safety requirements for wearing of all safety equipment when working in the field.

9. On Call. Deputy Fire Marshals required to be "on call" shall be paid as follows:

One (1) hour straight time on work nights, Monday through Friday, for sixteen (16) hours "on call" shift. Four (4) hours of straight-time wage for each of the two (2) twenty-four (24) hour weekend "on call" shifts, starting Saturday morning and running to Sunday morning; and Sunday morning to Monday morning. Any "on call" shift which starts on a paid County holiday will be paid at time and one-half the normal weekend rate for "on call" duty for twenty-four (24) hours. This section is an exception to Section 5.3.

While serving "on-call", the employee must be free from the effects of alcohol, marijuana and/or any controlled substance and in communications via pager, radio, and telephone and so immediately available to work.

An employee called out while on an "on call" status will receive a minimum of two (2) hours pay at the appropriate rate of pay. If such called out employee works beyond the compensated two (2) hours, they will be compensated for the actual hours worked beyond the two hours at the appropriate rate of pay.

On-call employees who receive phone calls that do not require departure from the employee's residence shall receive eighteen (18) minutes of compensation paid at the appropriate rate of pay for an initial consultation lasting between one and eighteen minutes. If an initial consultation exceeds eighteen (18) minutes the employee shall be paid for the actual time worked and any additional call(s) shall be compensated for actual time worked at the appropriate rate of pay. The eighteen (18) minute minimum for the initial consultation will only

be paid one time per on-call shift. The amount of time compensated shall be rounded up to the nearest 1/10<sup>th</sup> of an hour.

10. Pay Rate on Holiday. All employees who work on the actual date of the County holiday designated in Section 9.1 shall be paid at the rate of time and one-half the base hourly rate of pay, plus holiday pay at the base hourly rate, or instead of the appropriate number of hours holiday pay at the base rate, employees may take an alternate day off.
11. Cleaning Allowance. Any Deputy Fire Marshal or Fire Inspector who has investigated one or more fire scenes as assigned, shall be entitled to a cleaning allowance of twenty dollars (\$20.00) which shall be in addition to other compensation paid to the employee during that pay period. If an employee has done no fire scene investigations in the pay period, then that employee shall not receive a cleaning allowance for that pay period. The increase in cleaning allowance from fifteen dollars (\$15.00) to twenty dollars (\$20.00) is effective on the first day of the second pay cycle after full execution of this agreement.
12. The employer encourages all employees to submit a majority of their time off request no later than the end of February for that calendar year. If more than one employee requests the same time off for vacation and, if staffing requirements are such that not all requests can be granted, then seniority shall apply. Any time off submitted after February will be based on a first-come first-served basis subject to staffing needs as identified by the Employer.
13. Subcontracting. Before the County implements subcontracting out of Bargaining Unit work which would result in the termination or layoff of Bargaining Unit employees, the County will notify the Union and offer the Union an opportunity to discuss the desirability of subcontracting such work.

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

14. Training/Education/Certification.
  - A. The cost of initial issuance of professional licenses and certifications required as an initial condition of employment shall be the responsibility of the individual employee required to possess or obtain the license or certification. The Employer will pay the fees charged by issuing agencies for renewal or reissue of required licenses or certifications providing the license or certification has been maintained in an active status.

- B. The Employer shall pay all costs allowable by County policy for all seminars, courses, training, workshops or similar forum which the employee is required by the Employer to attend.
- C. The employee shall pay all costs for training, seminars, courses, workshops or similar forum for which attendance is not required by the Employer. The approval of attendance by the Employer does not constitute a requirement to attend. The Employer may voluntarily agree to pay part or all of the costs for this type of training as it deems appropriate. An employee's decision not to participate in voluntary training shall not be adversely reflected in the performance evaluation.
- D. Notwithstanding the above, the Employer shall pay costs allowable under County policy, for approved seminars, courses, training, workshops or similar forums that are necessary as determined and approved by the employer for accruing continuing education units (CEUs) in order to maintain the minimum required certifications for the employee's current class description and pay plan.

15. Flex or Alternative Schedules

Flex schedules or other alternative work hours may be used provided they are operationally feasible and mutually agreed to by the affected employee and the employee's supervisor. Final approval must come from the Department Director or designee. If such approval is obtained, flex or alternative work schedules may modify the hours of work sections set forth in Article 5 or in Addendum VI to this Contract, but will not override the overtime provisions requiring payment of time and one-half for hours compensated in excess of forty (40) hours.

16. Departmental Assigned Vehicles

- A. The County agrees to provide two flares and a first aid kit in all department assigned vehicles (not fleet vehicles).
- B. The County shall provide all departmental assigned vehicles (not fleet vehicles) assigned to Fire Inspectors (Commercial Inspection Program) and Deputy Fire Marshals with a two way communications radio, subject to installation and budgetary constraints.

**ADDENDUM VII**

**Bargaining Unit: DISTRICT COURT – CREW CHIEFS**

**1. COVERED POSITION CLASSIFICATIONS**

Classification Series: Work Crew Chief

Work Crew Chief 1 .....Maint/Trades 07  
Work Crew Chief 2 .....Maint/Trades 11

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

**2. ARTICLE 3 – RECOGNITION AND UNION SECURITY**

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all regular full-time and regular part-time employees employed (in the job classification of Work Crew Chief 1 and 2) in the Probation Division of District Court; but excluding all others.

3.4 An authorized officer(s) of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to provided that such visit shall not interfere with the work process or cause undue interruption of the employee's work schedule. The Union may appoint shop stewards where the Union deems necessary as long as the number of shop stewards shall not interfere with the work progress or cause an undue interruption of the employee's work.

3.5 The District Court Personnel Manual and/or the Pierce County Code shall prevail in matters affecting policies relating to employees working under the jurisdiction of this Agreement. However, if provisions contained in this Agreement relating to wages, hours and working conditions are in conflict with the District Court Personnel Manual and/or Pierce County Code pertaining thereto, the terms of this Agreement shall prevail.

**3. ARTICLE 4 – MANAGEMENT RIGHTS**

4.1

8. To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason not expressly prohibited by law. (Probationary employees have recourse to only Step 1 and 2 of the grievance process.)

4. **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

5.1 - Workweek. The normal workweek for full-time employees shall be four (4) days of ten (10) hours work, inclusive of a lunch period. The Employer may require a normal workweek of five (5) days of eight (8) hours work based upon the needs of the District Court Probation Division.

5.2 - Overtime. Overtime shall be paid at the rate of one and one-half times the base hourly rate for all hours compensated beyond 40 hours per week. Payment for authorized overtime shall be pay or compensatory time, as authorized by the employer at the time earned. Compensatory time accumulated shall not exceed ten (10) working days at any time. Compensatory time shall be accrued at the rate of one and one-half times the actual hours for which overtime payment would otherwise have been made.

5.4 - Shift Bidding. Employees will bid on an annual basis for their days off by use of their seniority. Nothing in this provision limits or restricts the Probation Department’s ability to move employees from one schedule to another based upon departmental need.

5. **ARTICLE 6 - WAGES**

6.2 – Step Plan. The only change to Article 6.2 is the following:

Non-meritorious evaluations shall be subject to Step 1 and Step 2 only of the grievance procedure.

6.6 - Safety Clothing. The Employer agrees to provide employees in the Work Crew Chief classification, including probationary employees, the following items:

- A. One (1) safety helmet;
- B. One (1) pair eye goggles/eye protection;
- C. Up to two (2) pairs of gloves per year;
- D. Four (4) polo shirts per year with County logo;
- E. Four (4) sweatshirts per year with County logo;
- F. One (1) jacket with County logo;
- G. One (1) heavier jacket with County logo;
- H. Two (2) hats with County logo;
- I. One (1) set of rain gear; and
- J. Four (4) pairs of pants not to exceed fifty dollars (\$50.00) per pair.

The above-referenced items (A-I) are to be worn/used only during the official performance of duties and shall be replaced as needed as determined by District Court Probation (except items C, D and E which shall be replaced on an annual basis). All worn-out items to be replaced will be returned to the County, unless impracticable.

6.7 - Boots. Employees assigned to work in the field shall be provided a boot reimbursement of up to two hundred seventy-five dollars (\$275.00) every year for the purchase and/or repair of quality work boots. Employees will be required to wear the boots while performing duties in the field. Probationary and/or Limited Duration employees will be required to purchase the required footwear prior to their first work day; however, after those employees have completed 13 accruable pay cycles they will be eligible for reimbursement up to two hundred fifty dollars (\$250.00) after providing a receipt for the purchase of such footwear. Limited Duration employees will be eligible for footwear reimbursement of up to two hundred fifty dollars (\$250.00) every subsequent year. The increase in boot reimbursement from two hundred fifty dollars (\$250.00) to two hundred seventy-five dollars (\$275.00) and from two hundred twenty-five dollars (\$225.00) to two hundred fifty dollars (\$250.00) is effective the first day of the second pay cycle after full ratification of this agreement.

6.8 - Pay for Work Performed in Higher Classifications. When an employee is assigned to perform the work required of the higher classification for one full day or more, the employee shall be paid the rate of pay for hours worked in such classification. Pre-approval by the Probation Manager or designee shall be required. Compensation for working out of class shall not result in any rights to a permanent reclassification.

## 6. ARTICLE 7 - SENIORITY

Reference Article 7, Section 7.1 and 7.5:

For purposes of layoff rights and bumping procedures, seniority shall be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item #1 of this addendum and Article 7, Section 7.5. The “probationary period” shall be twenty-six (26) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure beyond Step 2 contained herein.

## 7. ARTICLE 9 - HOLIDAYS

### 9.4 - Pay Rate on Holiday.

9.4.1 If an employee is required to work on a legal holiday which falls on the employee’s regularly scheduled workday, the employee shall be compensated for the holiday at the straight-time rate for eight (8) hours and shall be compensated at the time and one-half overtime rate for hours worked.

9.4.2 When the County-observed (legal) holiday and the actual holiday are different (i.e., the actual holiday falls on a Saturday or Sunday and the County observes the holiday on Friday or Monday) and when the actual holiday falls on the employees' regularly scheduled workday, Work Crew Chiefs may choose, as a group, to work on the County observed holiday, for which they would be compensated at the straight time rate, and be off on the actual holiday, for which they would receive a maximum of eight hours of holiday pay. Employees requesting to exchange working on the actual holiday for the observed holiday must submit the request in

writing to the Probation Manager or designee one hundred and twenty (120) days prior to the affected holiday. The request must have the approval of the Probation Manager or designee.

9.4.3 County holidays are paid at a maximum of eight (8) hours for each holiday; therefore, those employees who work a 4/10 schedule may elect to use either two (2) hours of accrued vacation leave, personal holiday or comp time, or two (2) hours of leave without pay on such holidays in order to bring their hours up to 10 for the day.

## 8. **ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE**

16.1 - Definition. A grievance shall be defined as a management interpretation or application of the provision(s) of this agreement which adversely affect an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement.

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

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

A grievance regarding a termination shall be filed at grievance Step 2 within ten (10) working days of notification of such termination.

Letters of reprimand are subject to steps 1 and 2 only of the grievance procedure contained herein.

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

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

designee shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Step 3. If the grievance is not settled at step 2, an arbitration request may be presented in writing to the Presiding Judge or their designee within thirty (30) working days from the date the decision was rendered at step 2. Only the Presiding Judge [or their designee] or the Union may advance a grievance to arbitration. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

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

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employees may have, and which relate to or concern the employees and the employer; provided, however, in alleged discrimination in violation of Subsection 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forms, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the Court Administrator and Council 2 Representative.

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

16.6 Formal grievance meetings will take place during normal business hours. For purposes of grievance processing, working days shall be Monday - Friday and normal business hours shall be 7:30 am - 5:30 pm.

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

9. **ARTICLE 22 – SAFETY AND SANITATION**

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

22.2 The Employer shall not assign more than nine (9) offenders to any single crew chief without the consent of that employee or in case of an emergency, as defined by the County.

**ADDENDUM VIII**

**Bargaining Unit: PLANNING AND PUBLIC WORKS - WASTEWATER TREATMENT PLANT OPERATIONS**

1. **COVERED POSITION CLASSIFICATIONS**

Classifications covered by this Addendum:

WWTP Operator Trainee .....	Maint/Trades 02
WWTP Operator 1 .....	Maint/Trades 21
WWTP Operator 2 .....	Maint/Trades 25
WWTP Operator 3 .....	Maint/Trades 38

Effective January 10, 2022, after application of the general wage increase specified in Article 6, a special one-time market adjustment will be applied as follows:

WWTP Operator 2 .....	5.0%
WWTP Operator 3 .....	9.0%

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. **ARTICLE 4 – MANAGEMENT RIGHTS**

Article 4.1, Item 3 is revised as follows:

- 3. To schedule and assign work. The parties agree that the County will continue to have supervisors such as the Chief Operator and/or the WWTP Superintendent, who are licensed treatment plant operators, perform bargaining unit work on an as-needed basis when necessary, which has been the customary practice.

3. **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

The following language replaces Article 5.1 and Article 5.2 in the general contract:

5.1 The normal workweek for full-time employees shall be either five (5) consecutive days of eight (8) hours work, exclusive of a lunch period, or other schedule as determined by the County.

5.1.1 While on a twelve (12) hour-shift schedule (which may be rotating), employees working day shift Monday through Friday while other licensed operators are on site and available to provide relief, shall be paid for eleven and a half hours with one one-half hour unpaid meal period to be taken approximately midway through the shift; in such cases where relief for a meal period is not possible, dayshift employees must have prior approval from the

WWTP Operations Manager or designee to work through their meal period. Employees working nights, weekends, and/or holidays, when other licensed operators are unavailable to provide relief for a meal period, shall be paid for twelve hours, inclusive of one one-half hour meal period. In cases where the employee is unable to be relieved and therefore is to be paid for their meal period, the employee shall remain on duty during this period and is not guaranteed a full thirty minutes of time to eat.

5.1.2 It is intended that each employee will have a paid rest period of up to fifteen (15) minutes during each half of a scheduled work shift. Rest periods shall be scheduled by the supervisor to be taken as near the mid-point of each half shift as possible, subject to the operational needs of the department. The employee shall remain on duty within the area, subject to cancellation of the break or immediate callback should the workload require it, and the employee is not guaranteed a full fifteen minutes of time to rest. If interrupted, such break may be continued when operationally feasible up to a maximum of fifteen minutes total.

5.2 Overtime shall be paid at the rate of one and one-half times the base hourly rate for all hours compensated beyond forty (40) hours per week. Payment for authorized overtime shall be pay or compensatory time, as authorized by the employer at the time earned. Compensatory time accumulated shall not exceed ten (10) working days or eighty (80) hours, whichever is less, at any time. Compensatory time shall be earned at the rate of one-and-one-half times the actual hours for which overtime payment would otherwise have been made.

#### 4. **Emergency Call Back.**

This Section shall not apply to employees on call. If called back to perform work outside the normal work hours, employees who are not on call shall be compensated at one and one-half (1-1/2) times their basic rate of pay with a two (2) hour minimum. If called to perform work less than two (2) hours prior to the normal starting time, the employee shall be compensated only for actual hours worked at one and one-half (1-1/2) times their basic rate of pay. Callback time starts at the time employees are dispatched outside of their regular working hours and after having left the worksite at the end of the shift, but in no case will the start time be longer than thirty (30) minutes from the time the employee is called until the employee starts work. Callback shall apply only to employees called to return to work after leaving the workplace at the end of a shift and before the start of their next scheduled shift. Callback shall not apply to extensions of work shift beyond the scheduled ending time. Employees continuing work past the normal quitting time of their regularly scheduled day shall be compensated for the actual hours worked at the overtime rate.

#### 5. **On Call Program.**

Employees in the classifications of WWTP Operator 1, 2 and 3 are eligible to be placed “on call”. The County agrees to allow participation in the on-call rotation to be on a voluntary basis as long as there are enough volunteers available, at the determination of the County. A voluntary signup sheet for on call time will be posted each year. On call weeks will be assigned equally from the pool of employees who have signed said document. In the event not enough volunteers are available,

management retains the right to revert to mandatory on-call in which case all WWTP Operator 1s, 2s, and 3s will be eligible to be assigned on call.

If assigned to be on call by the WWTP Operations Manager (or designee), an employee will be paid three dollars and thirty cents (\$3.30) per hour compensation (or such rate granted in other Planning and Public Works Department bargaining agreements with a flat hourly on-call rate, whichever is higher) for all hours served in an on-call status. The increase from three dollars and twenty cents (\$3.20) to three dollars and thirty cents (\$3.30) per hour will be effective the first day of the second pay cycle after full ratification of this contract. An employee is not considered to be on-call when working.

Employees serving on-call shall be free from the effect of alcohol, marijuana and/or any controlled substance and in communications via pager, radio or telephone and so immediately available to work.

Nothing in this clause shall be construed as preventing eligible employees from trading assignments once they are made, provided the supervisor is notified in advance of the date in question.

While on call, if an employee is called out to perform work outside their normal work schedule, the on call employee's work time shall be compensated at the appropriate overtime rate.

This section does not apply to the Relief Operator's regularly scheduled work days; however, the Relief Operator may be assigned to be on-call on scheduled days off.

## 6. **Shift Differential**

Employees assigned to the relief shift shall be eligible for an additional two-and-a-half percent (2.5%) premium above their base hourly rate of pay for hours actually worked. This premium shall apply only to an employee's regular relief-shift schedule, which may be amended by the employer, and shall not apply to any additional shifts for which the employee volunteers and receives overtime during a relief-shift week. This premium pay shall be paid on regular overtime hours (paycode RO or 39) when such hours have been scheduled by the employer as part of the relief shift schedule.

Shift differential of forty (\$.40) cents per hour shall be paid for the entire shift when employees are required to work shifts extending beyond 6:00 p.m. or starting before 6:00 a.m. Night shift differential is effective on the first day of the second pay cycle after full execution of the agreement succeeding the parties 2020-2021 agreement.

## 7. **PAY FOR WORK PERFORMED IN A HIGHER CLASSIFICATION**

The following language replaces Article 6.7 in the general contract:

**6.7 - Pay for Work Performed in Higher Classifications.** When an employee covered by this addendum is assigned for a full work day to perform the full scope of work required of a higher classification, the employee shall be paid the rate of pay for hours worked in such classification

which would result in at least a five (5) percent pay increase. Pre-approval by the Wastewater Treatment Plant Superintendent or Chief Operator or designee, shall be required except for cases of emergency. Compensation for working out of class shall not result in any rights to a permanent reclassification. This provision shall not apply to employees who are being trained to perform work in a higher classification.

8. **Layoff and Bumping (Reference Article 7, 7.1 and 7.5)**

For purposes of layoff rights and bumping procedures, seniority will be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item 1 of this Addendum and Article 7, Section 7.5.

9. **ARTICLE 9 - HOLIDAYS**

The following language supplements Article 9 in the general contract:

The County may designate employees covered by this Addendum to receive furlough days in lieu of the holidays listed in Article 9.1; such employees shall be eligible to earn one hundred four (104) hours of furlough leave in lieu of holidays. Such furlough days will be scheduled in advance (in the same manner as vacation leave is scheduled) and taken within the calendar year. Any furlough days not used by the end of the calendar year will be lost.

Employees receiving furlough days in lieu of holidays will receive one and one-half (1-1/2) times the straight hourly rate of pay when they are required to work on the following holidays: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. This shall mean the actual holiday, not the day the County observes as the holiday for pay purposes.

Employees hired or terminated during the calendar year shall be entitled to earn furlough days or reimburse the Employer for used but unearned furlough days based upon the holidays remaining when they are hired or terminated.

When the County determines it is operationally feasible, employees shall not be assigned to operate the Fertilizer Manufacturing Facility (FMF) on New Year's Day, Thanksgiving Day, and/or Christmas Day.

10. **Training/Education/Certification.**

- A. The cost of initial issuance of professional licenses and certifications required as an initial condition of employment shall be the responsibility of the individual employee required to possess or obtain the license or certification. The Employer will pay the fees charged by issuing agencies for renewal or reissue of required licenses or certifications providing the license or certification has been maintained in an active status.

- B. The Employer shall pay all costs allowable by County policy for all seminars, courses, training, workshops or similar forum which the employee is required by the Employer to attend.
- C. The employee shall pay all costs for training, seminars, courses, workshops or similar forum for which attendance is not required by the Employer. The approval of attendance by the Employer does not constitute a requirement to attend. The Employer may voluntarily agree to pay part or all of the costs for this type of training as it deems appropriate. An employee's decision not to participate in voluntary training shall not be adversely reflected in the performance evaluation.

## 11. **Protective Clothing and Footwear**

Each employee covered by this Addendum will be provided the following:

- a. One hard hat on an “as needed” basis;
- b. One baseball cap with County patch per calendar year;
- c. Five coveralls or bib overalls with name tag, or a combination;
- d. Five shirts with County logo and name tag, long or short sleeved or a combination;
- e. Ten t-shirts or sweatshirts, or a combination;
- f. Two jackets; and
- g. A maximum of twenty-four pairs of cloth or rubber gloves or a combination, per calendar year.

County shirts, t-shirts or sweatshirts will be worn at all times. Unless otherwise noted, all protective clothing will be replaced when damaged or worn out, as determined by the County.

Laundry facilities will be available at the worksite in order to enable employees to wash any contaminated work clothing at the worksite.

The County will provide each employee a lump sum of two hundred seventy-five dollars (\$275.00) annually (subject to legally required deductions) to allow employees to purchase their own safety-toed work boots for use while working. Such lump sum will be paid once per year on the second pay date ending in September to all current and continuing employees in the classifications covered by this addendum who have completed their initial probation as of September 1 of each year. There will be no pro-rata payments. Employees will be required to wear safety work boots while working at the WWTP at all times.

New probationary employees and Limited Duration employees are also required to wear safety-toed work boots; they will be required to purchase the required footwear prior to their first work day. Probationary employees and Limited Duration employees will be eligible for reimbursement up to two hundred fifty dollars (\$250.00) for the initial purchase of the required footwear, after providing a receipt for the purchase. Limited Duration employees who have worked more than thirteen (13) accruable pay cycles after reimbursement of the initial purchase of the required footwear will be

eligible for a lump sum of two hundred seventy-five dollars (\$275.00) annually (subject to legally required deductions) to purchase safety-toed work boots for use while working.

**ADDENDUM IX**

**Bargaining Unit: ANIMAL CONTROL – SHERIFF’S DEPARTMENT**

**1. COVERED POSITION CLASSIFICATIONS**

Animal Control Officer ..... General 19  
Animal Control Supervisor ..... Professional 06

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

**2. ARTICLE 5 – HOURS OF WORK AND OVERTIME is revised as follows:**

5.1 The normal workweek for full time employees shall be five (5) consecutive days of eight (8) hours work, exclusive of a lunch period. Flex schedules or alternative work hours may be used if mutually agreed to by the affected employee and their supervisor. Such schedules may modify the preceding sections in the Article but will not violate the overtime provision of payment of time and one-half in excess of forty (40) hours compensated.

**3. ARTICLE 6 – WAGES, Section 6.5 – Assigned Vehicles is revised as follows:**

6.5 – Assigned Vehicles. Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment. Employees who are provided an individually assigned County vehicle shall not operate the vehicle outside Pierce County without prior permission of the Sheriff, except in the course of official business. Employees who reside outside Pierce County and who are provided an individually assigned County vehicle shall park their County vehicle during off-duty hours at a secure location approved by the Sheriff.

However, employees whose residence is within ten (10) road miles from the nearest Pierce County line are allowed to apply to the Sheriff or their designee for permission to take the assigned vehicle home. The Sheriff or designee decides the eligibility of those employees to participate in the assigned vehicle program.

**4. ARTICLE 7 – SENIORITY; the entire article is replaced and revised as follows:**

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

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

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

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

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

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

## 5. **ARTICLE 9 – HOLIDAYS**

The following language supplements Article 9 in the general contract:

The County may designate employees covered by this Addendum to receive furlough days in lieu of the holidays listed in Article 9.1; such employees shall be eligible to earn one hundred four (104) hours of furlough leave in lieu of holidays. Such furlough days will be scheduled in advance (in the same manner as vacation leave is scheduled) and taken within the calendar year. Any furlough days not used by the end of the calendar year will be lost.

Employees receiving furlough days in lieu of holidays will receive one and one-half (1-1/2) times the straight hourly rate of pay when they are required to work on the following holidays: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. This shall mean the actual holiday, not the day the County observes as the holiday for pay purposes.

Employees hired or terminated during the calendar year shall be entitled to earn furlough days or reimburse the Employer for used but unearned furlough days based upon the holidays remaining when they are hired or terminated.

6. **ARTICLE 12 – UNPAID LEAVES OF ABSENCE** is revised as follows:

12.1 - Approval Process. A leave of absence without pay may be granted after completion of one (1) year of service and approval of the Sheriff or designee up to a maximum of thirty (30) days. A leave of absence without pay for medical reasons may be granted without regard to tenure. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the Sheriff or designee, the Human Resources Director or designee, and the Civil Service Commission.

7. **ARTICLE 14 – RETIREMENT**; the entire article is replaced and revised as follows:

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

8. **ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE**; the entire article is replaced and revised as follows:

16.1 - Definition. A grievance shall be defined as a management interpretation or application of the provisions of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this Agreement. Grievances relating to discipline, suspension, demotion or removal of employees may be pursued under Article 16 of this contract or through an appeal to the Civil Service Commission pursuant to RCW 41.14. Once the employee/Union elects one appeal process, the second process is closed to them on the issues of that grievance. All other grievances shall be processed pursuant to the procedures provided in this Agreement. If an appeal is denied or dismissed by the Civil Service Commission or by an Arbitrator for lack of jurisdiction, the employee-grievant may then initiate their grievance within ten (10) calendar days of the dismissal action, under Step 1 of the other forum.

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

Step 1. The grievance shall be filed by the employee or shop steward with the employee's Supervisor within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the

proposed remedy. Within five (5) working days of receipt of the written grievance, the Lieutenant shall meet with the employee. Within five (5) working days thereafter, a written decision shall be given to the employee.

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

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

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

Step 5. If a grievance is not resolved under Step 4, an arbitration request may be submitted by the Union Designee. Only signatories to this agreement may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Executive or Labor Relations Designee within ten (10) working days from the date the decision was rendered at Step 4. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties.

Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

16.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each side shall bear its own expense and fees incumbent in presenting their respective case to the arbitrator, including attorney fees. The time limits set forth above may be extended by mutual agreement of the Employer and the Union. The grievance procedure shall consist of the previously listed steps unless waived by mutual consent of the parties.

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

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance at Steps 1, 2 or 3 shall be resolved without the concurrence of the Sheriff or designee.

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

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

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

9. **ARTICLE 17 – EMPLOYEE RIGHTS**; the entire article is replaced and revised as follows:

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

The questioning by the Employer shall be during normal County business hours. The questioning of the employee shall take place in a reasonably private location. At the request of the Union or the employee the County will furnish the Union a copy of all bargaining unit final disciplinary actions.

10. All employees classified as Animal Control Officers shall be provided a safety shoe allowance, for the purchase or resoling of safety shoes, not to exceed two hundred seventy-five dollars (\$275.00) every year as determined by the employer. Employees will be required to wear such safety shoes (substantial footwear made of leather or equally firm material that is acceptable to the County) while performing the duties of their classification in the field. The increase in safety shoe allowance from two hundred fifty dollars (\$250.00) to two hundred seventy-five dollars (\$275.00) shall take effect the second pay cycle following full ratification of this agreement.

In addition, Animal Control Officers will be issued County-selected operationally appropriate rubber "muck" boots. The boots will be inspected annually for serviceability and replaced as needed as determined by the County. Employees will be expected to wear their muck boots when working in areas of muddy loose soil or where excessive animal excrement is present or likely to be present.

11. Animal Control Officers who are required to be "on-call" shall be paid as follows:

Employees placed "on call" will be paid three dollars and thirty cents (\$3.30) per hour for all hours served in an on-call status. This rate will be paid at time and one-half (1.5x) when the "on call" shift falls on one of the following actual holidays: New Year's Day, Martin Luther King's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. The increase from three dollars and twenty cents (\$3.20) to three dollars and thirty cents (\$3.30) per hour shall be effective the first day of the second pay cycle after full ratification of the labor agreement.

While serving "on call", the employee will be free from the effects of alcohol, marijuana and/or any controlled substance and in communications via pager, radio, telephone and so immediately available to work. Nothing in this clause will be construed as preventing eligible employees from trading on-call assignments once they are made, provided the supervisor is notified in advance of the date in question.

An employee called out while on an "on call" status will receive a minimum of two (2) hours pay at the appropriate rate of pay. The two-hour minimum will be compensated with actual pay, not compensatory time. If such called out employee works beyond the compensated two (2) hours, they will be compensated for the actual hours worked beyond the two hours at the appropriate rate of pay. If two or more callouts are within the two (2) hour minimum, only two (2) hours shall apply.

Call out time starts at the time employees are dispatched outside of their regular working hours and after having left the work site at the end of the shift, but in no case will the employee be compensated for more than thirty (30) minutes prior to arrival at the work site.

If called to perform work less than two (2) hours prior to the normal starting time, the employee shall be compensated for actual hours worked at one and one-half (1 ½) times their basic rate of pay, until the beginning of the shift and the two (2) hour minimum shall not apply.

12. Damage to Personal Property in Line of Duty. Employees who experience loss or damage to authorized personal property in the line of duty will follow the Risk Management claim protocol for repair or replacement.

13. Court Appearances. Whenever a court or hearing appearance is set for a day off or a vacation day, and less than a twelve (12) hour notice of continuation or cancellation is received, the employee shall be entitled to receive the two (2) hour minimum. Whenever a court or hearing appearance is set for a time other than during a normal shift, excluding vacations and days off, and less than an eight (8) hour notice of continuation or cancellation is received, the employee shall be entitled to receive the two (2) hour minimum. For purposes of this section, the vacation leave must have been scheduled prior to notification to the employee that their presence is required.

**ADDENDUM X**

**Bargaining Unit: DISTRICT COURT – PROBATION OFFICERS**

**1. COVERED POSITION CLASSIFICATIONS**

Classification Series:

Adult Probation Officer 1 (APO1)..... Range (Professional 4)  
Adult Probation Officer 2 (APO2)..... Range (Professional 6)  
Adult Probation Officer 2 (QPAO) ..... Range (Professional 27)

(Note: No new employees will be placed in the QPAO classification. Current incumbents are grandfathered at the Professional 27 range which is based on 5% premium above the APO2 rate.) For the purposes of layoff and bumping, APO2 and QPAO2 are the same classification.

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

**2. ARTICLE 3 – RECOGNITION AND UNION SECURITY**

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all limited duration, regular full-time, and regular part-time employees employed in the job classifications of Adult Probation Officers 1, 2, and 2 (QPAO) in the Probation Division of District Court; but excluding all others.

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

3.5 The District Court Personnel Manual and/or the Pierce County Code shall prevail in matters affecting policies relating to employees working under the jurisdiction of this Agreement. However, if provisions contained in this Agreement relating to wages, hours and working conditions are in conflict with the District Court Personnel Manual and/or Pierce County Code pertaining thereto, the terms of this Agreement shall prevail.

**3. ARTICLE 4 – MANAGEMENT RIGHTS**

4.1

8. To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason

not expressly prohibited by law. (Probationary employees have recourse to only Step 1 and 2 of the grievance process.)

#### 4. **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

##### **Adult Probation Officers**

5.1 The normal workweek for each current full-time Adult Probation Officer shall, at the County's discretion, be either five (5) consecutive days of seven (7) hours work, exclusive of a lunch period, to normally be worked Monday through Friday, or five (5) consecutive days of eight (8) hours work, exclusive of a lunch period, to normally be worked Monday through Friday. Both schedules are considered to be full-time under County policies. It is intended that full-time employees will have a paid rest period of up to fifteen (15) minutes during each half of a scheduled work shift. Rest periods shall be taken as near the mid-point of each half shift as possible, subject to the operational needs of the department.

- A) Flex schedules or alternative work hours may be used if operationally feasible and mutually agreed to by the affected employee(s) and their supervisor. Final approval must come from the Court Administrator or designee. Such schedules may modify the preceding sections in Article 5, but will not exceed forty hours worked per week.
- B) On days observed as holidays, full time employees working alternate schedules who are normally scheduled to work more than eight (8) hours per day may use vacation leave, personal time off, compensatory time, personal holiday, or leave without pay, at the employee's option, to make up the difference between the employee's normally scheduled shift and the seven/eight hours of holiday pay.

As current Adult Probation Officer positions become vacant, or new Adult Probation Officer positions are created, the County will determine, based on operational needs, whether the position will be designated as a 35 hours per week or 40 hours per week position.

5.2 - Overtime. Overtime shall be paid at the rate of one and one-half times the base hourly rate for all hours compensated beyond 40 hours per week. Payment for authorized overtime shall be pay or compensatory time, as authorized by the employer at the time earned. Compensatory time accumulated shall not exceed ten (10) working days at any time. Compensatory time shall be accrued at the rate of one and one-half times the actual hours for which overtime payment would otherwise have been made.

5.5 – Administrative Time. Once per week, each 40-hour-per-week employee shall be afforded a minimum of a five (5) hour block of time in order to review and perform the necessary paperwork required by the job. Due to workload variability, management has the option to increase or decrease weekly block time.

Once per quarter, each employee shall be afforded a minimum of one full workday of block time in order to review and perform the necessary paperwork required by the job. Due to workload variability, management has the option to increase or decrease quarterly block time.

5. **ARTICLE 6 - WAGES**

6.2 – Step Plan. The only change to Article 6.2 is the following:

Non-meritorious evaluations shall be subject to Step 1 and Step 2 only of the grievance procedure.

6.7 - Pay for Work Performed in Higher Classifications. When an employee is assigned to perform the work required of the higher classification for two (2) or more hours, the employee shall be paid the rate of pay for hours worked in such classification. Pre-approval by the Court Administrator shall be required. Compensation for working out of class shall not result in any rights to a permanent reclassification.

6. **ARTICLE 7 - SENIORITY**

Reference Article 7, Section 7.1 and 7.5:

For purposes of layoff rights and bumping procedures, seniority shall be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item #1 of this addendum and Article 7, Section 7.5. The “probationary period” shall be twenty-six (26) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure beyond Step 2 contained herein.

7. **ARTICLE 14 – RETIREMENT**

All eligible employees shall be covered under the Washington State Public Employees’ Retirement System, or the Washington State Public Safety Employees’ Retirement System and Social Security.

8. **ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE**

16.1 - Definition. A grievance shall be defined as a management interpretation or application of the provision(s) of this agreement which adversely affect an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement.

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

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

A grievance regarding a termination shall be filed at grievance Step 2 within ten (10) working days of notification of such termination.

Letters of reprimand are subject to steps 1 and 2 only of the grievance procedure contained herein.

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

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

Step 3. If the grievance is not settled at step 2, an arbitration request may be presented in writing to the Presiding Judge or their designee within thirty (30) working days from the date the decision was rendered at step 2. Only the Presiding Judge [or their designee] or the Union may advance a grievance to arbitration. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

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

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employees may have, and which relate to or concern the employees and the employer; provided, however, in alleged discrimination in violation of Subsection 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forms, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the Court Administrator and Council 2 Representative.

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

16.6 Formal grievance meetings will take place during normal business hours. For purposes of grievance processing, working days shall be Monday - Friday and normal business hours shall be 7:30 am - 4:30 pm.

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

**ADDENDUM XI**

**Bargaining Unit: SUPERIOR COURT**

1. COVERED POSITION CLASSIFICATIONS

Family Law Guardian Ad Litem ..... Professional 44

Bargaining Unit Description: All full time and regular part-time Family Law Guardian Ad Litem at the Pierce County Superior Court, excluding supervisors, confidential, and all other employees.

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. **ARTICLE 3 - RECOGNITION AND UNION SECURITY**

3.1 is amended to include Superior Court Guardian Ad Litem in the listed job classifications.

(the following replaces and supersedes Article 3.5. of the AFSCME Local 120 General Unit Collective Bargaining Agreement between Local 120 and Pierce County for the covered classifications in this addendum).

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

4. **ARTICLE 5 – HOURS AND WORK AND OVERTIME**

Employees are overtime-exempt, therefore section 5.2 does not apply.

5. **ARTICLE 7 - SENIORITY** (the following replaces and supersedes section 7.1 of the AFSCME Local 120 General Unit Collective Bargaining Agreement between Local 120 and Pierce County for the covered classifications in this addendum).

7.1 - Seniority. Except as provided in Section 7.2, "seniority" is the amount of continuous service within all operations of County government. Seniority shall date back to the date of hire, but shall not be established until completion of the "probationary period," which will normally be twenty-six (26) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure

beyond Step 3 contained herein. An employee shall lose seniority under this Agreement for the following reasons:

1. Retirement,
2. Voluntary termination,
3. Discharge for cause,
4. Failure to return to work after offer of recall is made,
5. Failure to return to work promptly after an authorized leave of absence,
6. Unpaid absence from work, for reason other than layoff or military leave, for a period in excess of twelve (12) consecutive months, and/or
7. Layoff of more than twenty-four (24) consecutive months.

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

7.4 – Section 7.4 regarding career service promotions does not apply.

7.5 (the following provisions shall replace and supersede the second paragraph of section 7.5 in its entirety of the AFSCME Local 120 General Unit Collective Bargaining Agreement between Pierce County and Local 120 for the covered classifications in this addendum)

For purposes of layoff rights and bumping procedures, seniority shall be defined as continuous service with Pierce County. Layoff rights are within those classifications and employees listed in Item #1 of this addendum and Article 7, Section 7.5. Employees being laid off shall keep the Employer's Human Resources Office informed of their current address and telephone number.

6. **ARTICLE 9 – HOLIDAYS.**

Section 9.4 does not apply.

7. **ARTICLE 16** - Grievance procedure (the following provisions shall replace and supersede Article 16 in its entirety of the AFSCME Local 120 General Unit Collective Bargaining Agreement between Pierce County and Local 120 for the covered classifications in this addendum).

## ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 - Definition: A grievance shall be defined as a management interpretation or application of the provision(s) of this Agreement which adversely affects an employee's wages, hours, or conditions of employment, and is contrary to the terms of this Agreement.

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

A grievance regarding a termination shall be filed at grievance Step 2 within ten (10) working days of notification of such termination.

Letters of reprimand are subject to steps 1, 2 and 3 only of the grievance procedure contained herein.

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

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

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

employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Step 4. If a grievance is not resolved under step 3, the Union may request arbitration in writing to the County Executive's Labor Relations Designee within ten (10) working days from the date the decision was rendered at step 3 (only signatories to this agreement may advance a grievance to arbitration). As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

16.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each of the parties shall be responsible for the expense of preparing and presenting its own case to the arbitrator, including attorney fees.

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

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employees may have, and which relate to or concern the employees and the employer; provided, however, in alleged discrimination in violation of Subsection 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forums, but not both. If another forum is selected, the grievance shall be deemed withdrawn.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the Court Administrator and Council 2 Representative.

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

**ADDENDUM XII**

**Bargaining Unit: Juvenile Court**

1. Covered Position Classifications

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

The following provisions replace and supersede or supplement like articles in the AFSCME Local 120 General Unit collective bargaining agreement between Local 120 and Pierce County. Should a conflict exist between the two, the provisions of the Addendum prevail.

2. **ARTICLE 3 - RECOGNITION AND UNION SECURITY**

3.1 is amended to include the job classifications outlined in section 1 above.

3. **ARTICLE 5 – HOURS OF WORK AND OVERTIME**

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

Overtime work shall be distributed as equally as practicable among employees working within each work unit provided, they have indicated in writing a desire to work overtime to their supervisor.

5.2.1 – Mandatory Overtime. When in the County’s determination it is reasonable to do so, the employer will attempt to meet its overtime requirements on a voluntary basis. If there are no volunteers for the overtime, the employer may mandate employees to work overtime. Once an employee is mandated to work an overtime shift, they shall inform the Detention Manager of the date and time of the mandatory overtime. The Detention Manager or designee shall track mandatory overtime assignments in order to attempt to distribute mandated overtime equally. Mandatory overtime will be distributed to the least senior person on shift who has not previously performed a mandatory overtime shift. If all staff on

shift have previously performed mandatory overtime, the shift will be assigned to the staff member who has worked the fewest number of mandatory shifts. If there are multiple staff with the same number of mandatory shifts, it will be assigned to the staff member who completed a mandatory shift with the oldest date. The two previous calendar years and the current year will be used to track the frequency of mandatory overtime. Mandatory overtime for gender or classification requirements may require an employee to have more mandatory shifts when required to work for these reasons.

5.2.2 – Compensatory Time. Payment for overtime worked in accordance with this Section 5.2 may, by mutual agreement of the employee and the employer, be made as compensatory time which shall accrue at the rate of one and one-half the number of overtime hours worked at the time earned. Employees may accrue a maximum of ten (10) times their standard daily hours to a maximum of eighty (80) hours of compensatory time, whichever is less. Any overtime hours worked after the maximum is reached shall be compensated in accordance with this Article. Compensatory time off may be taken at the discretion of the employee with the supervisor's consent. In the event the employee terminates for any reason, accrued compensatory time shall be paid off to the employee or their heirs.

5.5 - Damage to Personal Property. Employees who unavoidably suffer a loss or damage to essential and authorized personal property in the line of duty will have such personal property repaired or replaced at County expense; provided that reimbursement for lost or damaged wristwatches and/or rings shall be limited to the actual replacement cost up to one hundred and twenty-five dollars (\$125.00) as determined by the employer.

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

5.7 - Call-Back, Telephone Consultation.

5.7.1 - Call-Back. Regular full-time employees called to return to work after leaving the workplace at the end of a shift and before the start of their next scheduled shift shall be compensated at the rate of time and one-half (1 1/2) for a minimum of two (2) hours or the actual hours worked, whichever is greater. Regular full-time employees called-out within two (2) hours or less of their next scheduled shift shall be compensated only for the additional time actually worked; such compensation shall be at the time and one-half rate.

5.7.2 - Telephone Consultation. This section shall only apply to the classification of Licensed Practical Nurse. Medical telephone consultations at home shall be considered time worked and shall be paid as follows: an employee shall receive fifteen (15) minutes of compensated time for an initial consultation lasting between one to fifteen minutes. Additional consultations shall be considered compensated as part of the initial fifteen (15) minutes, so long as the total time of consultation does not exceed fifteen (15) minutes in any twenty-four (24) hour period beginning at the end of the employee's shift. If an initial consultation extends longer than fifteen (15) minutes the employee would be compensated for the actual time worked and any additional calls shall be compensated for the actual time

worked. The amount of time compensated shall be rounded to the nearest 1/10th of an hour. Final determination in any dispute on hours worked under this section will be made by the Detention Manager and shall not be subject to the grievance procedure.

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

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

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

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

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

Swing Shift	\$ .60 per hour
Graveyard Shift	\$ .40 per hour

#### 4. **ARTICLE 7 - SENIORITY**

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

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

1. Retirement,
2. Voluntary termination,
3. Discharge for cause,
4. Failure to return to work after offer of recall is made,
5. Failure to return to work promptly after an authorized leave of absence,
6. Absence from work, including layoff, for a period in excess of twelve (12) consecutive months,
7. Unapproved leave of absence beyond three (3) working days.

7.4 – Section 7.4 regarding career service promotions does not apply.

7.5 - Layoffs. When the Employer determines it is necessary to reduce the work force in classifications within a bargaining unit, regular full-time and/or regular part-time employees will be laid off based upon experience, skill, ability and qualifications to do the work, provided employees with the least seniority, which shall be based on hours compensated excluding overtime or other premium pays, will be laid off first when the above are equal. No regular full-time or part-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same or lower classification in that classification series in the same bargaining unit. Employees being laid off shall be given two (2) weeks' notice of layoff. Such two (2) week notice shall not be required in programs where funds are discontinued by state or federal agencies with less than two and one-half (2-1/2) weeks' notice to the Employer.

Bumping rights shall apply in the employee's present classification and lower classifications in the same series for which the employee is qualified or prior lower classification in a different series the employee has held status within the Pierce County Juvenile Court bargaining unit. Employees being laid off due to a current reduction in force shall keep the Employer's Personnel Office informed of their current address and telephone number. Employees who were in the Bargaining Unit and promote to a position outside of the bargaining unit and who fail their probationary period shall be allowed to bump a less senior employee in the bargaining unit classification from which they were promoted.

## 5. ARTICLE 8 – VACATIONS

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

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

6. **ARTICLE 9 - HOLIDAYS**

9.5 - Furlough Days.

9.5.1 The County may designate employees to receive furlough days in lieu of holidays. Such furlough days will be scheduled and taken within the calendar year. All furlough days must be used or scheduled and approved to be used no later than October 1 of each calendar year. Any furlough days not scheduled and approved to be used by the October 1 deadline, will be lost and will not be subject to the provisions of Section 9.5.4. below. This shall mean the actual holiday, not the “observed” holiday.

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

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

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

9.5.5 Employees mandated to work overtime on any of the holidays listed in 9.5.2 above shall be compensated at two (2) times their straight hourly rate of pay for all hours worked in the second shift. For purposes of this section "mandated" means required to stay and work a second shift, without prior notice, after completion of a shift.

7. **ARTICLE 11 – COMPENSATED LEAVES OF ABSENCE**

11.4 - Inclement Weather or Condition.

11.4.1 Employees of the Pierce County Juvenile Court are not allowed absences from work due to inclement weather unless excused by the Assistant Administrator of the department in which

the employee is assigned. Employees are expected to familiarize themselves in advance of alternative options available to them in such situations. Upon approval from the Assistant Administrator, absences due to an employee's inability to report to scheduled work because of severe inclement weather or conditions caused by severe inclement weather shall be charged to the following in the order listed.

1. Any earned compensatory time;
2. Any accrued vacation leave;
3. Accrued sick leave up to a maximum of three (3) days in any calendar year;
4. Leave without pay.

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

11.4.3 Tardiness of up to one (1) hour due to an employee's inability to report for scheduled work because of severe inclement weather or conditions due to such weather will be allowed at the beginning of the work shift. Inclement weather tardiness in excess of the one (1) hour shall be charged as provided for above.

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

## 8. **ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

Step 1: The grievance shall be filed by the employee or the Union with the Manager of Detention Services within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall include

all pertinent documentation, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Manager of Detention Services shall meet with the employee and the Union. Within ten (10) working days thereafter, a written decision shall be given to the employee and the Union or the grievance shall be deemed denied.

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

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

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

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

16.4 The grievance procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Union or employees may have and which relate to the express provisions of this collective bargaining agreement.

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

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

## 8. **ARTICLE 21 – SUBCONTRACTING**

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

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

## 9. Work Rules

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

Workweek. It is intended that the normal workweek for full-time employees shall be forty (40) hours per week on five (5) consecutive days with two (2) days off. Employees shall not have their regularly scheduled work schedule reduced solely to avoid overtime. However, nothing in this section shall prevent temporary alternative work schedules during shift changes, team changes, special assignments, training, emergencies, or other similar types of circumstances.

Employees shall receive eight (8) hours off between shifts, including training shifts, except in cases of emergency, or when the employee volunteers.

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

Flex schedules or alternative work hours may be used if mutually agreed to by the affected employee and the Department Head. Such schedules may modify the preceding sections in this contract but will not violate the overtime provisions of payment of time and one half (1 1/2) in excess of forty (40) hours compensated in a workweek.

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

Shift Schedule Vacancy. When a shift schedule vacancy occurs or a new schedule is created that schedule will be posted and offered first to the most senior employee of the same classification who has filed a preference for that shift. Shift schedule transfers will be effected as soon as is reasonably possible, but not more than one hundred twenty (120) calendar days, unless the Union is advised as to the cause for the delay.

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

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

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

Regular employees may voluntarily exchange their regularly scheduled shifts or workdays with prior authorization by the Employer, up to three (3) times per month. An employee who fails to honor an agreed-upon shift or workday exchange shall lose the privilege of utilizing the exchange process for the remainder of the month in which the exchange was not honored. Any shift exchange or workday exchange must be completed within the same pay period. Notwithstanding any of the provisions of this Article or practice to the contrary, employees performing work during a shift or workday which has been exchanged with another employee shall be paid at a straight time rate of compensation and shall not be paid overtime unless the employee is directed to perform duties beyond the regularly established basic workday.

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

Light Duty. Employees who for medical reasons are unable to perform any of the essential functions of their position but who are able to perform the control room duties, may be assigned temporary light duty assignments in the control room, as available and consistent with the business needs of the Court. Such assignment will depend upon availability of light duty work on the employee's work shift and scheduled workdays, the restrictions of the employee, the expected duration of those restrictions, the expectation of return to full duty, and other circumstances unique to each situation, as determined by the County. An employee seeking a light duty assignment due to an on-the-job injury will be given preference for a light-duty assignment over an employee with an off-the-job injury/condition. Such assignments will be generally limited to a maximum of six (6) months during any twenty-four-month period (measured rolling forward from the date the employee was first on light duty). Any period of time (calendar days) certified as light duty by a health care provider will be counted toward the six (6) months.

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

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

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