

C O N T R A C T

By and Between

PIERCE COUNTY

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

Local No. 17

ENGINEERING SUPERVISORS UNIT

2020 – 2021

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CONTRACT

By and Between

PIERCE COUNTY

and

PROFESSIONAL AND TECHNICAL EMPLOYEES

LOCAL NO. 17

ENGINEERING SUPERVISORS UNIT

2020 – 2021

ARTICLE 1

This Agreement is made and entered into this ____ day of _____, 2020, by and between Pierce County for its operations listed below, hereinafter referred to as the "Employer," and Professional and Technical Employees, Local No. 17, hereinafter referred to as the "Union."

ARTICLE 2 – NONDISCRIMINATION

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

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

ARTICLE 3 - RECOGNITION, BARGAINING UNIT AND UNION SECURITY

3.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for its employees employed in the following operations: Department of Public Works and Utilities and Department of Planning and Land Services for the job classifications listed in Appendix "A," but excluding those employees represented by other labor organizations, supervisors, except for classifications specifically set forth in Appendix "A," Guards, Confidential Employees, and all others. Employees may choose to become a member of the Union at any time.

3.2 The County agrees that upon written authorization of any employee who is a member of a Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, and only dues, as certified by the Secretary of the Bargaining Unit. The County shall continue to deduct dues at rates specified by the Bargaining Unit. 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 or cancellation notice. The County shall rely on information provide by the Bargaining Unit regarding the authorization and revocation of dues deductions.

3.3 The Bargaining Representative and 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 purposes of complying with any provision of Section 3.2 of this Article.

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

3.5 An authorized representative 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 such visit shall not interfere with the work progress 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.

3.6 The Bargaining Unit status of new or different positions instituted by the Employer shall be made after taking into consideration the following elements of the job: the community of

interest, similarities of duties, required skills, interchange, working conditions and organizational level of the positions contained in Appendix "A" as provided 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.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The County retains the sole and unquestioned right, obligation and prerogative in accordance with applicable laws and regulations to:

1. Plan, direct, control and determine all the operations and services of the Employer within classification;
2. Hire, promote, demote, transfer and retain employees; and to discipline, demote, suspend or discharge employees for cause. Employees in their initial probation period are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law. (Probationary employees have recourse to Steps 1, 2 and 3 only of the grievance process);
3. Determine the method, organizational structure, technological means, and number and kinds of personnel by which the operations undertaken by employees of the County are to be conducted, and to subcontract work as is needed (subject to Article 19 - Subcontracting);
4. Establish reasonable work and performance standards and, from time to time, change those standards;
5. Assign overtime;
6. Make and enforce reasonable rules and regulations;
7. Change or eliminate existing methods, equipment or facilities.

4.2 The County has the right at any time to require an employee to provide evidence of a valid driver's license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the County. Any employee who operates a County vehicle must notify his/her immediate supervisor upon returning to work if the employee's driver's license or any work-related endorsement 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. If the test results are negative, all samples will 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 standard workday for employees covered by this Agreement shall be eight (8) hours per day and five consecutive days a week (except where the employee is assigned an alternative schedule in accordance with 5.5, 5.6 or 5.7). Employees shall be granted a lunch break of up to one (1) hour as determined by the County. Whenever reasonably possible, lunch breaks will be observed during the middle of the workday. Employees shall be allowed a fifteen (15) minute break each morning and afternoon.

Employees will normally be assigned a workday between the hours of 5:00 am and 6:00 pm. Whenever reasonably possible, the County will provide employees with three (3) calendar days notice of workday changes made in accordance with this Section.

5.2 Overtime is work performed beyond the normal eight (8) hour workday of an employee as authorized by the appropriate department director or designee, or work beyond the employee's regular scheduled work shift if the regular shift is more than eight hours. Employees who work a shift that is split between two (2) work days (i.e. 10 pm – 6 am) will receive overtime for consecutive hours worked in such shift, if such combined hours would otherwise qualify for overtime pursuant to this section. Payment for authorized overtime hours worked shall be at the rate of time and one-half the base hourly rate of pay. For hours worked on the sixth and seventh consecutive day of an employee's workweek, such hours will be paid for at time and one-half the base hourly rate of pay. Payment for authorized overtime hours worked shall be paid or compensatory time as authorized at the time earned. Compensatory time accumulated shall not exceed ten (10) working days at any time. When compensatory time has been authorized and accrued, it may be used in accordance with the same policies and procedures as vacation accruals, provided that the County may require, at its discretion, an employee to use their compensatory time accruals prior to the use of vacation accruals. There shall be no pyramiding of overtime pay.

When, due to contractor scheduling, bargaining unit employees work extra shift(s) within the same work week resulting in overtime paid at 1.5X and an employee chooses not to work their

remaining standard work shift(s), they may select one of the following options:

- 1) Extra shift hours may be counted towards their standard hours but paid at 1.5X (not to exceed their weekly standard hours). If standard hours are not met, approved paid time off must be used to supplement the standard hours, or
- 2) Approved paid time off may be used to cover their standard work hours.

5.3 Standby.

A. An employee is in standby status, when directed in writing by their supervisor, while waiting to be engaged to work by the County and the following conditions exist:

1. The employee is required to be present at a specified approved location or is immediately available to be contacted.
2. The location may be the employee's home or other specific location, but not a work site away from home.
3. The County requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. Employees shall be compensated at the rate of \$3.20 per hour for all hours served on a standby status.

D. Employees called to work while on standby shall be paid for actual hours worked at the appropriate rate of pay with no minimum.

E. Standby will be voluntary unless in the County's sole determination there are not enough volunteers, or the voluntary employees do not have the specific skills required of the job.

5.4 Callback. This section shall not apply to employees on standby status. If called back to perform work outside their normal work hours, employees shall be compensated at the rate of one and one-half (1-1/2) times their basic rate of pay for the actual number of hours worked with a two-hour minimum. All callback time starts at the time employees are contacted outside of their normal working hours, but in no case shall it be longer than thirty (30) minutes from the time the employee is called until work is begun. Employees continuing work past their normal quitting time of the scheduled eight (8) hour day shall be compensated for the actual hours worked at the overtime rate, with no minimum.

5.5 The County may provide a schedule requiring a workweek of four (4) ten (10) hour days,

provided overtime and other contract language is converted to ten (10) hour application. Whenever possible, the County will provide employees with advance notification of workday changes made in accordance with this section.

5.6 An employee may request consideration of a flexible schedule and the County shall consider such requests. Employees requesting to flex their schedule within a pay period to meet intermittent personal obligations may do so without the payment of overtime. Employees may choose to either flex their schedule, with supervisory approval, or receive overtime in accordance with 5.2, to attend night meetings.

5.7 Telecommuting. Employees may request consideration of a telecommuting arrangement and the County shall consider such requests. 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 may 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 will not be subject to the grievance procedure.

5.8 Employees may request a job share arrangement and the County shall consider such requests. Those employees requesting a job share arrangement will file a joint request for such an arrangement and shall, at the time of filing, present an outline of the manner in which they propose to share the job, including the days and hours each employee will work. All job share arrangements shall be subject to the approval of the County.

5.9 Road Operations Only. Emergency Schedule Change: For emergency response efforts (e.g., snow, flooding, earthquake, etc.) the County will attempt to provide twelve (12) hours notice prior to the schedule change start time. If an emergency response effort requires that an employee be called back to work prior to providing the twelve (12) hour notice, the time worked prior to the beginning of their regular start time, regardless of the day of the week, will be considered Callback per section 5.4 and be compensated at the appropriate rate. Once the employee reaches their regular start time, regardless of the day of the week, or reaches twelve (12) hours from time of notice (whichever comes first), compensation will be at the straight-time rate unless overtime is otherwise due.

ARTICLE 6 - WAGES

6.1 - Wages.

6.1.1 – 2020: Effective January 13, 2020, employees shall be granted a general wage

increase of 2.07%.

6.1.2 - 2021: Effective January 11, 2021, employees shall be granted a general wage increase equal to 90% of the Seattle-Tacoma-Bellevue CPI-U increase reported in July 2020 (for information from June 2020 compared to the 12 months beginning June 2019), but not less than 1.75% nor greater than 3.0%.

6.1.3. Employees shown in the Pay and Class Plan as "Y rate" shall receive no cost of living adjustment 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 cost of living adjustments.

6.2 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. Sunday. Employees shall receive their bi-weekly checks by 3:00 p.m. on the Friday following the close of the pay period. 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 next preceding day.

6.3 - 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.

The denial of a merit step shall not be subject to the grievance procedure set forth in this Agreement except for Steps 1, 2 and 3.

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

6.5 - Mileage. Employees authorized to use their private vehicles for County business or in the performance of their official duties shall receive reimbursement at the rate permitted by the IRS, for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round trip coach airfare of a common carrier. Mileage reimbursement shall not be paid for miles driven by employees from their usual place of residence and work location.

6.6 - 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. Prior to revocation of a personally assigned take-home vehicle, the County shall notify the Union of its intent and at the Union's request, shall meet to discuss the take-home vehicle assignment.

6.7 - License Pay.

6.7.1 - Professional Engineers. Employees who are licensed professional engineers and who were employed by Pierce County as a member of this bargaining unit and eligible to receive licensed pay as of August 16, 1986, shall receive an additional fifty dollars (\$50.00) per month.

Those employees hired after August 16, 1986 shall receive no additional pay.

6.7.2 - Land Surveyor's License. Those employees who possess a land surveyor's license and who were employed by Pierce County as a member of this bargaining unit and eligible to receive licensed pay as of August 16, 1986 shall receive an additional twenty five (\$25.00) dollars per month in all engineering classifications except Civil Engineer 3.

Those employees hired after August 16, 1986 shall receive no additional pay.

6.8 - Boots. When a bargaining unit member requests boots for use in their County job

assignment, the County will evaluate the business need and at its sole discretion may provide reimbursement of up to \$250 for one pair of boots every two years for the employee's purchase of appropriate boots. The determination of whether there is a business need will be made at the Division Manager level and will not be subject to the grievance procedure beyond Step 3.

ARTICLE 7 – SENIORITY

7.1 - Seniority. "Seniority" is the amount of continuous service within the Engineers and Technicians and/or Engineering Supervisors Bargaining Units. Seniority shall date back to the date of hire in regular status, 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) accruable pay cycles with written notice to the employee. The amount of "continuous service" for part-time employees shall be based upon hours compensated 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" except for employees on authorized military leave. 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. Approved leaves of absence from work for a period in excess of twelve (12) consecutive months, except for employees on authorized military leave; and
7. Layoff for a period in excess of twenty-four (24) consecutive months.

7.2 - State and Federal Funding. County employees whose positions are funded by state or federal funds shall be accorded seniority in accordance with this Article unless otherwise required by the provisions of a specific employment program. Where there are such special requirements, the employees involved and the Union shall be notified.

7.3 "Ability" for the purposes of Section 7.5, and 7.6 of this Agreement shall be the composite

of:

1. Performance of efficient work and service;
2. Avoidance and discouragement of waste of materials, time and manpower;
3. Use of the best efforts of the employee to preserve and protect County property and interest;
4. The prevention and reporting of loss of equipment, tools and materials;
5. A cooperative and respectful attitude in all contacts with the public and other employees;
6. Experience relative to performing the job assigned; and
7. Other criteria developed by the Human Resources Department.

7.4 - Personnel Files. Employees shall have the right to review their personnel file and request amendment of any statement in their file. If amendment is refused, the employee shall be entitled to file a rebuttal statement in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. Employee signature does not necessarily indicate agreement with the content of the evaluation. Employee evaluations shall not be grievable and letters of reprimand are subject to Steps 1, 2 and 3 only of the grievance process.

7.5 - Promotions. Promotions to higher job classifications for positions represented by this Agreement shall be based upon ability and seniority in accordance with the Employer's Administrative Guidelines for the Career Service.

7.6 – Reduction in Force.

7.6.1 - 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 with less than thirty (30) days retraining, provided employees with the least seniority will be laid off first when ability is equal.

7.6.2. – Seniority. For layoff purposes, seniority shall first be based on the amount of

continuous service in the bargaining units which shall be based on hours compensated, excluding overtime or other premium pays. Notwithstanding the preceding, for purposes of seniority, employees scheduled for thirty five (35) hours per week or more shall be considered to be full-time and therefore will not have their seniority date adjusted solely due to their reduced schedule. All hours reported in a Federal or state Family Leave status will be treated as hours compensated for the purpose of seniority even if such hours are unpaid. If seniority continues to be equal, seniority shall next be determined based on the amount of continuous service within all operations of County government. If seniority still continues to be equal, the employees to be laid off shall be determined by “drawing lot” from among those employees whose seniority remains equal. No regular full-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same classification in the same bargaining unit, provided they are fully qualified to do the remaining work required to be performed as determined by the Employer.

7.6.3 – Notice. Employees being laid off shall be given two (2) weeks' notice of layoff. Such two (2) week notice shall not be required in programs where funds are discontinued by state or federal agencies without adequate notice to the Employer.

7.6.4 – Bumping. Bumping rights shall only apply in the employee's present classification, lower classifications for which the employee is qualified within the Bargaining Unit to which the employee is presently assigned, and classifications with equal or lower pay within either Local 17 Supervisory or Local 17 Non-supervisory, provided the employee had a regular appointment and completed a probationary period in the classification. Employees being laid off shall keep the County Personnel Office informed of their current address and telephone number.

Laid off employees shall have their names placed on a recall register for the position from which they were laid off and any other Local 17 Supervisory or Local 17 Non-supervisory bargaining unit position of equal or lower pay for which they had been regularly appointed and had completed a probationary period.

7.7 - Recall Within Bargaining Unit. When the County again recalls employees in a Bargaining Unit after there has been a layoff in that Bargaining Unit, it shall first recall those employees who are laid off from the Bargaining Unit in reverse order of their layoff if they are available for work. Employees will be recalled to the classification from which they were laid off and other classifications with equal or lower pay within either Local 17 Supervisory or Local 17 Non-supervisory, provided the employee has had a regular appointment and completed a probationary period in the classification. Such recall shall be for up to twenty four (24) months from date of layoff. An employee who declines a recall offer to a position of comparable (full-time to full-

time or part-time to part-time) hours or fails to respond to a recall offer by the County within fourteen (14) calendar days shall be removed from the recall register, provided that such recall offer shall be sent by certified mail. Such recalled employees shall return with County seniority for purpose of computing wages and fringe benefits, except the period of layoff shall not be counted. Employees who bump into a lower classification shall retain recall rights to the former job classification for a period of twenty-four (24) consecutive months from the date the employee bumped into the lower classification or was subject to layoff, whichever was earlier.

7.8 - Referral to Other County Operations. Employees laid off by the County who are desirous of reemployment in other operations while on layoff from a Bargaining Unit under this Agreement, shall notify the County Human Resources Office and shall complete a layoff personnel form as positions open for which they are potentially qualified. If qualified, such employees will be referred for consideration prior to hiring new employees.

7.9 Seniority List. In the event of a potential layoff within the bargaining unit, the Human Resources Department shall publish a seniority list for layoff purposes in conformance with Article 7.6. In addition, at least once during the term of this collective bargaining agreement the Human Resources Department will publish a seniority list in conformance with Article 7.1.

7.10 - Pay for Work Performed in Higher Classifications. When an employee is assigned to perform the work required of the higher classification for eight (8) hours or more, the employee shall be paid the rate of pay for hours worked in such classification. Pre-approval by the Department 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.

7.11 When an employee believes that the majority of the duties for his/her position are within a different or higher classification, the employee may request a review of the position by completing and submitting a position questionnaire directly to the Human Resources Department.

ARTICLE 8 – VACATIONS

8.1

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

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

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

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

8.1.2. Effective January 1, 1982, 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, 1982. 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 Accrued vacation leave may be paid in lump sum for employees separated after completing thirteen (13) accruable pay cycles or more.

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

accumulated annual leave.

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

ARTICLE 9 - HOLIDAYS

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

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

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

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

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

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

9.4 Regularly scheduled full-time and part-time employees who work on the observed holiday shall be paid at the rate of time and one-half (1-1/2) the base hourly rate of pay, plus holiday pay at straight time.

ARTICLE 10 - SICK LEAVE

10.1 Regular and limited duration full-time employees in a seventy (70) percent accruable pay status per cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per 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 weekly hours divided by five (5), provided they are compensated at least seventy percent (70%) of their standard work hours per cycle, excluding overtime and standby pay. However, no employee shall receive 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.

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. Dental care of the employee.
5. 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 leave of their choice subject to the provisions of this subsection under the circumstances listed below. If the employee chooses to use 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 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 his/her 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. Verification that the employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210(1)(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) consecutive work days. The physician'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 (weekly hours divided by five), to a maximum of eight hours. The reference in Article 10.4 to "five (5) consecutive work days" refers to the employee's standard scheduled work day.

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 in the immediate family of a regular full and part-time employee, three working days off to a maximum of twenty-four (24) hours with pay shall be granted to attend the funeral or complete burial arrangements for each death which occurs during a calendar year. A regular part-time employee shall receive a pro-rata share of bereavement leave based on their standard hours in a workweek. Immediate family

shall be defined to include spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse of the employee. Immediate family includes biological, adopted, step or foster members. An additional three days of bereavement leave may be granted if authorized by the Department Director or designee in writing, if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

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

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

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

12.1 - Unpaid Leaves of Absence. A leave of absence without pay may be granted after completion of one year of service and approval of the Operations Manager, or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one year may be granted with the approval of the Operations Manager, or designee, plus the 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. Employees have the option of paying their own medical benefit cost while in an unpaid leave status to insure continued coverage. All leaves without pay are to be requested from the Employer in writing at least thirty (30) days prior to the date such leave would commence unless an emergency situation precludes such notice. The written request for leave of absence by the employee shall state the following information:

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

An employee who fails to return from a leave of absence within the time interval approved will be subject to termination. In the event the employee is unable to return to work on the date specified due to verifiable illness or injury and 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 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.

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 (60) days after the birth of the infant, and if more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Operations Manager agrees in writing to a longer period of unpaid leave.

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 time frames required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

ARTICLE 13 - GROUP MEDICAL/DENTAL/LIFE INSURANCE

13.1 Medical - Effective January 1, 2020, 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, 2020:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1401.33 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 2020 are as follows:

| | <u>Premium</u> | <u>County Pays</u> | <u>Employee Pays</u> |
|----------------------------|----------------|--------------------|----------------------|
| Medical “PLAN A” or Kaiser | \$1448.00 | | |
| Domestic Partner Medical | \$ 18.00 | | |
| Vision – Plan EXT | \$ 17.10 | | |
| Domestic Partner Vision | <u>\$ 0.20</u> | | |
| Total Month Premium: | \$1483.30 | \$1401.33 | \$81.97 |

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

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80) hours or more in three consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work 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 30 or greater will be considered full-time only for the purpose of medical, dental and basic life insurance benefits. If this provision of the ACA is amended or rescinded, the County will immediately delete this provision and return to its previous definition of “full-time employee”, immediately upon which only regular and limited duration eligible employees regularly scheduled to work 35 hours or more per week will be considered full-time. For all other

purposes, the County's employment position definitions and policies will govern.

13.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$137.81 for the County's Washington Dental Service plan or \$128.34 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, 2020 through December 31, 2020. 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 \$25,000 of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2020 through December 31, 2020. 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 \$1401.33 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 \$1401.33 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 \$1401.33 for Plan A or for Kaiser

Permanente or \$137.81 for the County's Washington Dental Service plan or \$128.34 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, effective at the start of the first pay period beginning on or after January 1, 2020 and continuing through the duration of this agreement. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

13.9 For the calendar year 2021, effective January 1, 2021 and for the 2021 calendar year, the County will pay up to the first 6% increase (above the 2020 premium amount) of the total monthly premium for each medical/vision insurance plan for full-time employees (i.e. Plan A with vision or Kaiser Permanente with vision). Any increase above 6% will be picked up by the employee, through automatic payroll deduction. Regular and limited duration part-time employees will pay this increase in addition to their additional pro-rata share of the premiums.

For example, for full time employees, if the increase for a medical/vision plan is 8% above the 2020 premiums, the County will pick up the first 6% and the employee will pick up the remaining 2%. If the increase is 10.5%, the County will pick up the first 6% and the employee will pick up the remaining 4.5%. If the increase is 4%, the County will pay only the 4% increase.

Effective January 1, 2021 and for the 2021 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, 2021 and for the 2021 calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

13.10 For the calendar year 2022, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County/PEBB or other 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 - GRIEVANCE PROCEDURE

14.1 - 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 this term of this Agreement. Grievances arising from the terms of this Agreement relating to any suspension of more than twenty (20) working days, reduction in rank or pay or dismissal for cause may be appealed either through this grievance procedure or to the County's Personnel Board at the employee's option but may not be appealed through both avenues for relief.

14.2 - 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 parties may mutually agree to skip steps in order to efficiently resolve the grievance.

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

Step 2. If a grievance is not settled at Step 1, it may be presented to the Department Director or designee. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 1 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form or on the electronic County grievance form, shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the Department Director or designee, shall meet with the employee and/or representative. Within five (5) working days thereafter, a written decision shall be given to the grievant or representative.

Step 3. If the grievance is not settled at Step 2, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form or on the electronic 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 4. If a grievance is not resolved under Step 3, an arbitration request may be submitted by the Union designee (only signatories to this agreement may refer a grievance to arbitration). Such request shall be presented in writing to the County Executive or Labor Relations Designee within five (5) calendar 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 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 themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

14.3 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 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.

14.4 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, 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 shall be resolved without the concurrence of the County Executive or Labor Relations Designee.

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

ARTICLE 15 - 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 16 - EMPLOYEE RIGHTS

16.1 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 a choice of union steward or union representative present within a reasonable length of time. The questioning by the Employer shall be during normal County business hours unless agreed to be held at other times by the employee.

16.2 The County will take reasonable steps in an effort to provide the Union a copy of disciplinary actions (letter of reprimand, suspension, demotion or discharge) involving a PTE Local 17 member, unless requested not to do so by the affected employee.

ARTICLE 17 - NO STRIKE - NO LOCKOUT

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

17.2 Employees who refuse to cross a legal primary picket line as recognized by the Union which is directed at other than County facilities shall not constitute a violation of this Agreement and shall not be cause for discharge or disciplinary actions; provided, however, that such decision shall be made freely by such employees without coercion by either the Employer or the Union. Nothing in this paragraph shall be construed to preclude the Employer from continuing to maintain and operate County functions with or without replacement personnel. Employees will be required to work and cross a primary picket line as described in this paragraph when deemed necessary by the County, to assure public health and safety.

ARTICLE 18 - MATTERS COVERED AND COMPLETE AGREEMENT

18.1 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 this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.

ARTICLE 19 - SUBCONTRACTING

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

ARTICLE 20 - 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 portion shall remain in full force and effect. The parties agree to meet and discuss whether by mutual consent such invalid provision should be amended or replaced.

ARTICLE 21 - RETIREMENT

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

ARTICLE 22 - WORKERS COMPENSATION

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

ARTICLE 23 - TERM OF AGREEMENT

23.1 This Agreement shall be effective January 1, 2020 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, 2021. 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 Personnel, the Employer with the directing business representative.

Requests from the Union for changes in wages, hours and terms and conditions of employment shall be submitted to the Director of Human Resources or designee no later than 90 calendar days before expiration of the current agreement. This article is not intended to prevent the Union from submitting additional proposals after the 90 day deadline. However, the Union shall make a good faith effort to provide their proposals by the specified time period. The parties shall establish a deadline for submission of proposals during the collective bargaining process.

23.2 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 _____ day of _____, 2020.

PROFESSIONAL & TECHNICAL EMPLOYEES PIERCE COUNTY
LOCAL NO. 17

ENGINEERING SUPERVISORS' UNIT

By: _____
Karen Estevenin
Executive Director

By: _____
Bruce Dammeier
County Executive

By: _____
Brent Wagar
Union Representative

By: _____
Joe Carrillo
Deputy Director of Human Resource

APPENDIX "A"

Represented Job Classifications, Engineering Supervisors Unit:

Department of Public Works and Utilities and Department of Planning and Land Services

| | |
|-------------------------------------|---------------|
| Asset Management Specialist 4 | (Eng/Tech 10) |
| Civil Engineer 3 | (Eng/Tech 14) |
| Engineering Technician 4..... | (Eng/Tech 10) |
| Right-of-Way Agent 3 | (Eng/Tech 12) |
| Environmental Biologist 3 | (Eng/Tech 13) |
| Water Quality Supervisor | (Eng/Tech 10) |