

**CONTRACT**

**By and Between**

**PIERCE COUNTY**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS,  
DISTRICT LODGE 160 ON BEHALF OF  
AUTOMOTIVE MACHINISTS LOCAL NO. 297**

**2020 – 2021**

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2020 - 2021

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

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**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS,  
DISTRICT LODGE 160 ON BEHALF OF  
AUTOMOTIVE MACHINISTS LOCAL NO. 297**

**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 International Association of Machinists and Aerospace Workers, District No. 160 on behalf of Local No. 297, Automotive Machinists, 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; national origin; age; or sensory, mental or physical handicaps/disabilities.

2.2 No employee shall be discriminated against 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 hereby recognizes the Union as the sole and exclusive bargaining agent for its employees, including lead workers, employed in the preventive maintenance, repair, rebuild and servicing of all vehicles and/or related equipment that is owned by Fleet Rental or the Equipment Services Division. In addition, Union employees shall also maintain and service other vehicles and related equipment when requested and authorized by the County.

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 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 An authorized officer 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 the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule. There shall be no more than two (2) shop stewards (one (1) for the day shift and one (1) for the night shift) as mutually agreed to between the Union Business Representative and the Human Resources Director.

3.5 The Pierce County Charter shall prevail provided a Charter amendment may not amend a provision of the existing Agreement during its term. However, if the provisions contained in this Agreement relating to wages, hours and working conditions are in conflict with County ordinances pertaining thereto, the terms of the 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 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 3.7.

3.7 Both parties have agreed to establish a labor-management committee to meet quarterly, during regular working hours, to communicate and potentially resolve issues of mutual interest.

#### **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 sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and the Pierce County Charter, subject only to the limitations expressly stated in this Agreement:

- 1) To plan, direct, control and determine all the operations and services of the Employer;
- 2) To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
- 3) To schedule and assign work;

- 4) To establish work and performance standards and, from time to time, to change those standards;
- 5) To assign overtime;
- 6) To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (see Article 22);
- 7) To make and enforce reasonable rules and regulations;
- 8) To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason not expressly prohibited by law.
- 9) To change or eliminate existing methods, equipment or facilities.

4.2 The County has the right at any time to require an employee to provide evidence of a valid driver's license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the employer. Any employee who operates a County vehicle must immediately (no later than the next business day) notify his/her immediate supervisor 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, Monday through Friday of eight (8) hours worked exclusive of the lunch period. Work schedules other than the normal Monday through Friday schedule may be established by the Employer to increase productivity and efficiency.

5.2 Overtime is paid on time compensated beyond eight (8) hours per day or optional ten (10) hour day or forty (40) hours per week as authorized. Payment for such authorized overtime hours worked shall be at the rate of time and one-half the base hourly rate of pay. An employee who is scheduled to work on a Sunday or a holiday shall be compensated at the rate of two (2) times the employee's base hourly rate of pay.

Payment for authorized overtime hours shall be pay or compensatory time, as authorized at the time earned. Compensatory time will be calculated at the appropriate overtime rate. Compensatory time accumulated shall not exceed ten (10) working days at any time. There shall be no pyramiding of overtime pay.

5.3 The employer may provide schedules requiring a workweek of four (4) ten (10) hour days and in such event overtime or approved compensatory time at one and one-half times the employee's base hourly rate of pay shall be paid for hours compensated in excess of forty (40) hours per scheduled workweek. When such workdays are adopted, overtime relative to eight (8) hour days shall be converted to ten (10) hour application.

Whenever possible the County will provide employees with two (2) weeks advance notification of a shift change. Nothing in this section shall prevent the County from scheduling a shift change with less than two (2) weeks notice due to emergent conditions, as determined by the County.

5.4 No pyramiding or double application of Sections and/or Articles. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement unless expressly stated in each Section or Article.

5.5 - Callback. 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 two or more callbacks are within the two (2) hour minimum, only two (2) hours shall apply. If called to perform work less than two (2) hours prior to the normal starting time, the employee shall be compensated for hours worked at one and one-half (1-1/2) times their basic rate of pay. Employees continuing work past the normal quitting time of the scheduled eight (8) hour day shall be compensated for the actual hours worked at the overtime rate. 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.

5.6 Overtime shall be equalized among the employees normally doing the work, when practicable. A roster in order of seniority shall be maintained by the Employer to show hours of overtime worked. Employees who decline offered overtime shall be credited on the roster as if they had worked the overtime.

## **ARTICLE 6 - WAGES**

### **6.1 – Wages.**

6.1.1 2020. Effective March 9, 2020 employees shall be granted a 2.07% general wage increase.

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 in June 2019), but not less than 1.75% nor greater than 3%.

6.1.3 Y-Rate. Employees shown in the Pay and Class Plan as "Y rate" shall receive no cost of living adjustment in accordance with this section above. At such time as the top pay rate of their classification meets or exceeds their "Y-rate", the employee shall be placed at the appropriate step 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 12:01 a.m. on Monday and ending at midnight the following Sunday. The Employer will make available bi-weekly check stubs/advice 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 January 2014 and checks will no longer routinely be issued.

6.3 - 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 December 1, 1982, shall not be eligible or participate in the longevity program.

6.4 - Shift Differential. Shift differential shall be paid at the rate of \$1.00 per hour for employees required to work at a regular assigned shift starting between the hours of 12 noon and regular dayshift the following day (e.g., 6:00 am). The new shift differential rate of \$1.00 per hour shall be effective on January 1, 2018 for all active employees who are dues paying members on the date of Council ratification.

When emergent situations (typically weather related) warrant shifts to be changed, extended or adjusted with short notice and such shift would otherwise qualify for shift differential as provided for above, the shift will be paid shift differential.

If an employee is required to attend training or any other event occurring during any other shift, they will retain their normal shift differential rate.

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 air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven from the employee's 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.

## 6.7 - ASE Certification.

6.7.1 Equipment Technicians in the Public Works Equipment Services Division and Fleet Rental who receive and maintain 100% of required certifications to achieve ASE Master Level Technician Certification from the National Institute for Automotive Service Excellence (ASE) shall be classified as Equipment Technician, ASE Master. Those employees who receive and maintain a minimum of 60% of ASE Master Level certifications will be classified as Equipment Technician ASE.

6.7.2 Employees are required to notify the employer and submit acceptable proof of successful completion of certification(s). Employees are eligible for reimbursement for the cost of the certification or recertification test(s) upon successful completion of the test(s). Upon successful completion of the requirements, the proficiency pay will be retroactive to the beginning of the first pay period after the date of the ASE test(s).

6.7.3 Employees are responsible for maintaining the appropriate level of certifications as required by their job description and keeping the County informed of such certification in order to be eligible to continue in that job classification. Therefore, when certifications expire, the classification ends and the employee shall be moved to the next lower class with no right to appeal.

6.7.4 Employees are individually responsible for obtaining ASE materials and registering for tests.

6.8 - Allowance. Personnel working in the classifications listed in Appendix A will be provided a lump sum of \$250.00 annually (subject to legally required deductions) to allow employees to purchase their own clothing and equipment for use while working. Such lump sum will be paid once per year on the second pay date in September to all current and continuing employees in the classifications listed above who have completed initial probation as of September 1 of each year. There will be no pro-rata payments.

Section 6.9 – CDL Medical Card Physical Examination. The County will pay the cost of the CDL medical card physical examination once every year (up to \$60.00 per employee) provided that the employee uses the County contracted medical provider. This section will only apply to employees who are in positions that require the employee to maintain a Washington CDL Driver’s License.

## **ARTICLE 7 - SENIORITY**

7.1 - Seniority. Except as provided in Sections 7.2 and 7.6.2 "seniority" is the amount of continuous service within all operations of County government. Seniority shall date back to the date of hire, in a regular status, but shall not be established until completion of the "probationary period." An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure 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:

- a. Retirement,
- b. Voluntary termination,
- c. Discharge for cause,
- d. Failure to return to work after offer of recall is made,
- e. Failure to return to work promptly after an authorized leave of absence,
- f. Approved leave of absence from work, including layoff, for a period in excess of 12 consecutive months, and
- g. Unapproved leaves of absence beyond three (3) working days.

7.2 - State or Federal Funding. 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 - Personnel File. 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 and letters of reprimand are subject to Steps 1, 2 and 3 only, of the grievance procedures contained herein. 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. An employee's signature does not necessarily indicate agreement with the content of the evaluation.

7.4 - Promotions. Promotions to higher job classifications covered by this Agreement shall be in accordance with Administrative Guidelines for the Career Service. However, bargaining unit members who apply for and qualify to compete for higher classifications by meeting or exceeding the minimum requirements shall be included in all screening, testing, and evaluation components of the selection process, providing that no employee failing any part of the process shall be permitted to continue in the selection process.

7.5 - Pay for Work Performed in Higher Classifications. When an employee is assigned to perform work in a higher classification for a period of eight (8) or more hours, the employee shall be paid the rate of pay for hours worked in such classification. Compensation for working out of class shall not result in any rights to a permanent classification.

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 without

retraining, provided employees with the least seniority will be laid off first when the above are equal.

7.6.2 - Seniority. For layoff purposes, seniority shall first be based on the amount of continuous service in the bargaining unit and shall be based on hours worked excluding overtime or other premium pays. If Seniority continues to be equal, seniority shall next be determined based on the amount of continuous service within all operations of County Government and shall be based on hours worked excluding overtime or other premium pays. If seniority still continues to be equal, the employee 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 and lower classifications in the same series for which the employee is qualified in the bargaining unit to which the employee is presently assigned. Employees being laid off due to a reduction in force shall keep the Employer's Human Resources Department informed of their current address and telephone number.

7.7 – Seniority List. Upon request, the Human Resources Department shall publish a seniority list based on date of hire.

7.8 - 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, for up to twelve (12) months from date of layoff. An employee who declines a recall offer to a position of comparable hours or fails to respond to a recall offer by the County within seven (7) calendar days shall be removed from the recall register. Such recalled employees shall return with County seniority for purpose of computing wage and fringe benefits, except the period of layoff shall not be counted.

7.9 - 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 Department 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. In the event more than five (5) employees are qualified for the positions(s) the five (5) most senior employees shall be referred.

## ARTICLE 8 - VACATIONS

### 8.1 Vacation Accruals

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 scheduled 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 annual leave.

8.6 It is the intent that each employee take accrued vacation leave during the calendar year earned, provided employees may carry over accrued vacation subject to Section 8.5. Employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability or work requirements as determined by the Public Works Director or his designee that cannot be carried over as provided in Section 8.5 of this Article, shall, upon approval of the Human Resources Director, be allowed to carry over additional vacation leave provided it is used within the next six (6) 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
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Two Personal Holidays	

The day of observance of the above holidays shall be days specified by County ordinance. If any of the above holidays falls on a Sunday, the following Monday shall be the holiday. If the holiday falls on a Saturday, the preceding Friday shall be the holiday. The employee must be 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 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 workday following January 1 shall accrue and be eligible to use paid personal holidays during that year. Employees hired after the first workday 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 based on their standard hours per week divided by five, provided, they are compensated at least seventy (70%) percent of their standard work hours.

## ARTICLE 10 - SICK LEAVE

10.1 Regular and limited duration full-time employees in a seventy percent (70%) 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 weekly hours divided by five (5), 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 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. 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.

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

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

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 straight-time earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty.

### 11.2 - Bereavement Leave.

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

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 holidays at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

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 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.

The above total of twenty-one (21) workdays will be applied only to days on which the employee is scheduled to work for the County and shall not be applied to scheduled days off.

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

12.1 A leave of absence without pay may be granted after completion of one year of service and 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 year may be granted with the approval of the elected official, operations manager or designee, plus the personnel operations manager 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.

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

- a. Reason for requesting the leave.
- b. Date leave is to begin.
- c. Date of return to work.

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 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 WAC 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Public Works Director or his designee 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. Employees 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, 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 eight (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.

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 \$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. 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, if the increase for a medical/vision plan is 8% above the 2018 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 County may offer additional health insurance plan options from which individual employees could make a selection. 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.

#### **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 dispute arising from a management interpretation or application of the provisions of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this Agreement. Copies of all grievances shall be submitted to the Union. Grievances arising from the express 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 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.

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 procedure. Grievances and appeals must be filed within the time limits specified below. If a grievance is not presented or if an appeal of a decision rendered regarding the grievance/appeal is not filed within the time limits, the grievance/appeal shall be considered resolved.

No claim shall be granted for retroactive adjustment of any grievance prior to ten (10) calendar days from the date of filing a grievance.

Step 1. The grievance shall be filed by the employee or shop steward with 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 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, shall set forth the specific contract provisions alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within five (5) working days of receipt of the written grievance, the Department Director or designee, shall meet with the employee and/or representative. Within five (5) working days thereafter, a written decision shall be given to the grievant or representative.

Step 3. If the grievance is not settled at Step 2, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within five (5) working days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision 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. 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, the 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 alternatively 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. The cost and expense of the arbitrator shall be borne equally by the parties. Each side shall bear its own expense and fees incumbent in presenting their respective case to the arbitrator, including attorney fees. Only signatories to this Agreement may refer a grievance to arbitration.

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

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

The time limit set forth above may be extended by mutual agreement of the County and the Union.

16.5 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.

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

### **ARTICLE 17 - NO STRIKE - NO LOCKOUT**

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

17.2 Employees who refuse to cross a legal, primary picket line as recognized by the Union through its directing representative or district delegates which is directed at any 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. Nothing in this paragraph, 17.2, shall be construed to preclude the employer from continuing to maintain and operate the County functions with or without replacement personnel. Employees will be required to work and cross a primary picket line as described in this paragraph, 17.2, when deemed necessary by the County to assure public health and safety.

### **ARTICLE 18 - GENERAL CONDITIONS**

18.1 - Eyeglasses. If not covered by Worker's Compensation, the County will replace employees' eyeglass and frames that have been damaged during the course of their employment as determined by the Operations Manager.

18.2 - Special Tools. All special, heavy duty and power tools above ½ inch drive, as required by the County shall be furnished by the County. The tool kit, consisting of standard, open end socket wrenches 1/2" drive to 1" size, pliers, screwdrivers, and other tools as described in the job descriptions, shall not be classified as special tools.

18.3 The County agrees to provide an adequate, dry and safe storage place for the storage of employees' tools as may be necessary in the performance of their work. The County agrees that while such tools are in the County's custody, and providing that the employees lock these tools in an adequate tool box, the County will replace tools that are lost due to no fault of the employee

with like kind and quality tools. The replacement value of tools shall be determined by the County and the County's determined value shall not be grievable under the contract. Claims will be honored only for tools which have been listed on an appropriate inventory form as determined by the County and filed with the County annually or upon a change in tool inventory. The employee shall notify management when tools are removed from the premises and the tool inventory form shall be adjusted immediately. In the event of total loss, a twenty-five-dollar (\$25.00) deductible will apply.

18.4 - Coveralls. The Employer will provide coveralls/uniforms to mechanics in the bargaining unit that meet operational necessities as determined by the County.

18.5 - Apprentices. When and if the County embarks on an apprentice program for mechanics, the conditions and percent of pay shall be negotiated with the above bargaining unit.

### **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.

### **ARTICLE 20 - SAFETY AND SANITATION**

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

### **ARTICLE 21 - EMPLOYEE RIGHTS**

The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement.

### **ARTICLE 22 - SUBCONTRACTING**

The Employer will notify the Union in accordance with existing applicable labor laws in advance of the implementation of the contracting out of bargaining unit work which would result in the termination or layoff of a major segment of bargaining unit employees.

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

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, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.

**ARTICLE 24 - TERM OF AGREEMENT**

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 Human Resources Director, 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 to the Human Resources Director or designee no later than 180 calendar days before expiration of the current agreement. This article is not intended to prevent the Union from submitting additional proposal after the 180-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.

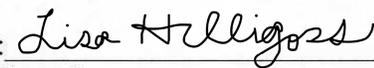
IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS,  
DISTRICT LODGE 160 ON BEHALF OF  
AUTOMOTIVE MACHINISTS, LOCAL NO. 297:

By:   
Greg Hoidal  
Business Representative

PIERCE COUNTY:

By: \_\_\_\_\_  
Bruce Dammeier  
County Executive

By:  for/  
Brent Long  
Senior Labor Relations Analyst

**"APPENDIX A"**

**LOCAL NO. 297**

Represented Job Classifications

Equipment Service Attendant .....	Maintenance/Trades 09
Equipment Technician .....	Maintenance/Trades 24
Equipment Technician ASE.....	Maintenance/Trades 26
Equipment Technician ASE Master.....	Maintenance/Trades 29
Equipment Technician Lead .....	Maintenance/Trades 33
Equipment Supervisor.....	Maintenance/Trades 37

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
PIERCE COUNTY  
AND  
INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS  
DISTRICT LODGE 160 ON BEHALF OF  
AUTOMOTIVE MACHINISTS LOCAL NO. 297**

**“Tool Reimbursement”**

The Parties hereby agree as a condition in settlement of negotiations for the collective bargaining agreement to be effective for the period effective January 1, 2020 through and including December 31, 2021, the Parties agree to continue the "tool reimbursement" program.

The "tool reimbursement" program shall apply to employees in the following classifications: Equipment Supervisor 1 (Fleet Garage Only), Equipment Technician; Equipment Technician ASE; Equipment Technician ASE Master; Equipment Technician Lead; and Equipment Services Attendant. Each employee shall be entitled to a reimbursement to a maximum of seven hundred and fifty dollars (\$750.00) each year for the years 2020 and 2021.

In the event the tool reimbursement allowance for any calendar year is not exhausted, the unused portion of that tool reimbursement allowance may not be added to the following year's tool reimbursement allowance.

In the event an employee leaves County employment for any reason (excluding the death of the employee) within 6 pay cycles after receiving all or a portion of the annual tool reimbursement, they will be required to re-pay such reimbursement. The repayment of the tool reimbursement will be made directly from their paycheck.

To be eligible for tool reimbursement employees must:

- Purchase tools that are required and necessary for use in their County employment as determined by the County; (Prior to a determination that a tool is not eligible for reimbursement by the County, the employee will be provided the opportunity to explain the relevance and application of the tool reimbursement being requested. If the County determines the tool is not eligible, the determination is final.) and;
- Submit acceptable original receipts specifically detailing tools purchased; and
- Request reimbursement through the County's existing reimbursement program.

This Memorandum of Understanding shall upon execution become an attachment to the 2020 - 2021 Collective Bargaining Agreement and shall expire upon expiration of said Agreement.

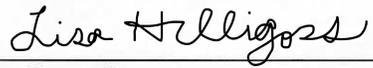
IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

AUTOMOTIVE MACHINISTS LOCAL 297

PIERCE COUNTY

By:   
Greg Hoidal  
Business Representative

By: \_\_\_\_\_  
Bruce Dammeier  
County Executive

By:  for/  
Brent Long  
Senior Labor Relations Analyst