

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

**By and Between**

**PIERCE COUNTY**

**And**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS UNION, LOCAL NO. 313**

**2020-2021**

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**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 Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local No. 313, hereinafter referred to as the "Union".

**ARTICLE 2 - NONDISCRIMINATION**

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

**ARTICLE 3 - RECOGNITION AND UNION SECURITY**

Section 3.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for its employees employed in the following operations: Roads, Traffic, Surface Water Management and Facilities in the job classifications listed in Appendix A, but excluding those employees represented by other labor organizations, supervisors, guards, confidential employees, and all others.

Section 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.

Section 3.3 The Union shall indemnify the County from and 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.

Section 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 one (1) shop steward for each bargaining unit except where operations are physically separated as mutually agreed to between the Union Business Representative and the Human Resources Director. The Union and the County understand the benefits of having employees at the bargaining table during collective bargaining for a successor agreement. To that end the parties agree that the issue of compensation for such employees, who participate in negotiations, when those negotiations occur during their regularly scheduled hours, will be bargained at the first session of such negotiations.

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

Section 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 organization 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**

Section 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 (Pierce County Public Works Road Department Maintenance 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;

- 7) To make and enforce reasonable rules and regulations;
- 8) To discipline, suspend and discharge employees for cause. Employees in their initial probationary period are considered “at-will” employees and may be terminated for any reason not expressly prohibited by law. (Probationary employees have recourse to Steps 1, 2, and 3 only of the grievance process); and
- 9) To change or eliminate existing methods, equipment or facilities.

Section 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 job-related endorsements, is suspended, revoked or otherwise becomes invalid.

Section 4.3 Both parties have agreed to use the labor-management forum to negotiate the specific language and protections of a reasonable suspicion drug and alcohol-testing program. If the parties cannot reach agreement and the County has met its obligation under RCW 41.56 and the parties have pursued resolution through the mediation process, the County may take whatever actions it deems appropriate consistent with labor law.

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

Section 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, unless the ten (10) hour optional work day is scheduled; provided further, there is no guaranteed workday of eight (8) hours in addition to call back (Section 6.8). For Gardeners, the normal workweek for full-time employees to be scheduled between Monday through and including Saturday, shall be five consecutive days of eight (8) hours worked exclusive of the lunch period, unless the ten (10) hour work day is scheduled; provided further, there is no guaranteed workday of eight (8) hours in addition to callback (if applicable). Work hours may be changed with no less than twelve (12) hours posted notice.

When changing regularly scheduled days off, or when changing the length or number of days scheduled during the work week, (e.g., changing from five consecutive days of eight (8) hours to four consecutive days of ten (10) hours) and the change is not necessitated by an emergent situation or operational necessity, employees will be given seven (7) calendar days notice of the change. When changing from five consecutive days of eight (8) hours to four (4) consecutive days of ten (10) hours for the summer months the County will notify employees of the date the change will take place on or around April 1 of each year.

Section 5.2 The Executive may provide schedules requiring a workweek of four (4), ten (10) hour days and in such event overtime at one and one-half (1-1/2) the employee's base pay shall be paid for hours worked in excess of forty (40) hours per scheduled workweek.

Section 5.3 Overtime is work performed beyond the normal eight (8) hours per day or optional ten (10) hour day or forty (40) hours per workweek of an employee as authorized by the Department Director or designee. Payment for such authorized overtime hours worked shall be at the rate of one and one half (1-1/2) the base hourly rate of pay. Should an employee be required to work on a Sunday, such time would be compensated at two (2) times the employee's base hourly rate of pay.

5.3.1 Scheduled Overtime. When the County schedules overtime work, and as a result of unforeseen circumstances the work scheduled cannot be completed (typically weather related), employees scheduled for the overtime work will be compensated as follows: If an employee has already reported to work the employee will have the option of being assigned alternate work for a minimum of four (4) hours at the appropriate rate of pay, or going home with no additional pay due. If the employee is notified of the cancellation with less than one (1) hour of notice, and has not arrived at work the employee will receive a minimum of two (2) hours of pay at the appropriate rate of pay. If the work is cancelled with a minimum of one (1) hour notice no pay will be due to the employee.

Section 5.4 Payment for authorized overtime hours worked shall be pay or compensatory time, as authorized by the Department Director or designee at the time earned. Compensatory time accumulated shall not exceed ten (10) working days at any time.

Section 5.5 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.

Section 5.6 Shift Differential. Shift differential of \$1.00 per hour shall be paid for the entire shift when employees are required to work any shifts that include any hours between 6:00 p.m. and 6:00 a.m. When an employee is assigned to a 4-10 work schedule, the shift differential shall apply to any shifts that include any hours between 5:00 p.m. and 5:00 a.m. 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. Shift differential shall not be paid to any employee who is receiving out of class pay in a position which is not eligible to receive shift differential.

## ARTICLE 6 - WAGES

### Section 6.1 - Wages.

6.1.1 – 2020. Effective March 9, 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 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 Section 6.1 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. Those employees shown in the Pay and Class Plan as “Y-rate” prior to January 1, 2009 shall receive one-half (1/2) of the percentage adjustment granted above.

Section 6.2 - 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. This section is an exception to Section 5.5 (No Pyramiding). New employees hired after December 1, 1982, shall not be eligible or participate in the longevity program.

The longevity program for employees who currently qualify is as follows:

2% when the employee completes the fourth (4th) year of continuous County employment.

4% when the employee completes the ninth (9th) year of continuous County employment.

6% when the employee completes the fourteenth (14th) year of continuous County employment.

8% when the employee completes the nineteenth (19th) year of continuous County employment.

Section 6.3 - Eyeglasses. The Employer will replace employees' eyeglasses and frames that have been damaged by welding sparks during the course of their employment as determined by the Department Director or his designee.

Section 6.4 Personnel working as Gardeners, in Road Maintenance and at Surface Water Management will be furnished twelve (12) pairs of quality work gloves in March of each year. Those employees assigned to Road Maintenance and Surface Water Management who request to be issued County-selected operationally-appropriate rubber boots will have such boots issued. The boots will be inspected annually for serviceability and replaced as needed as determined by management. Additionally, employees assigned to Surface Water Management will be provided overalls as determined by the Department Director or designee.

6.4.1 Clothing Allowance: Personnel working in Road Maintenance, Traffic, Surface Water Management, and Facilities in the classifications of Maintenance Worker, Maintenance Technician In-Training, Maintenance Technician, Gardener and Traffic Sign Technician 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 in the second pay cycle ending in September to all current and

continuing employees in the classifications listed above who have completed their initial probation as of September 1 of each year. There will be no pro-rata payments.

Section 6.5 – Mileage. Employees who are 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 from the employee's usual place of residence and work location.

Section 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.

Section 6.7 – General On-Call Requirements. On-call hours are hours spent assigned to on-call status outside of the employee's assigned schedule. Employees on-call shall be considered to have received a call-out notification when contacted by County personnel in person or by software, or by the County's answering service. As a general rule, departure to the call-out work site from the approved on-call location shall occur no longer than 15 minutes after the call-out notice is received.

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

If called out while on call to perform work outside the normal work hours, the on-call employee's work time shall be compensated as overtime as provided for in Section 5.3

6.7.1 Traffic Sign Employees Only. The County will first use volunteers who meet the skill and ability operationally-needed as determined by management, for all on-call periods. Should the number of volunteers not meet the operational need, as determined by the employer, employees will be assigned on-call in reverse seniority order. A voluntary signup sheet for on call time will be posted each year. On call weeks will be assigned equally from the pool of employees who have signed said document. Nothing in this clause shall be construed as preventing employees from trading assignments once they are made, provided the supervisor is notified in advance of the week in question. All employees participating in the Traffic Sign Employees on-call program will be paid \$3.20 per hour for such assigned on call hours (or a rate corresponding to the rate paid to Traffic Signal Technicians). The increase from \$3.10 to \$3.20 will be effective January 1, 2020, or the first day of the first pay cycle after ratification of the labor agreement by the Teamsters Local 313 membership, whichever is later. Guidelines for call-out problems received while in transition from regular work hours to after work hours shall be observed. Compensated time for employees on-call who are called out shall begin at the time the call-out notification is received by the employee and shall end when the employee has returned to approved on-call location.

A vehicle and pager shall be provided to employees in on-call status. The assigned vehicle, which shall be identified as a 24-hour on-call or emergency or similarly designated vehicle, shall be stored at the employee's residence (approved on-call location) or at an alternative approved on-call location.

Traffic Sign Employees who are on-call employees who receive phone calls that do not require departure from the employee's residence shall receive eighteen (18) minutes of compensation paid at the appropriate rate of pay for an initial consultation lasting between one and eighteen minutes. If an initial consultation exceeds eighteen (18) minutes the employee shall be paid for the actual time worked and any additional call(s) shall be compensated for actual time worked at the appropriate rate of pay. The eighteen (18) minute minimum for the initial consultation will only be paid one time per on-call shift. The amount of time compensated shall be rounded up to the nearest 1/10<sup>th</sup> of an hour.

Employees assigned to on call shall be allowed the use of a County vehicle for official use while on duty. Assigned vehicles may be used for limited personal use subject to guidelines established by the County.

6.7.2 Roads and SWM Employees Only. This on-call procedure is designed to address emergent needs that are forecasted in advance (most commonly weather-related) by placing a contingent of employees (commonly 6 or more employees) in an on-call status outside normal business hours. The types of priority situations are such that they can emerge with limited notice; and are commonly difficult to address with precision within available advanced planning windows. The County will provide twelve (12) hours of advance notice to employees whenever possible as determined by the County prior to placing employees in an on-call status. When such an event warrants placing a contingent of employees in an on-call status, the period of on-call will commence upon the employee's departure from their regularly scheduled workday (typically Friday) and end upon the beginning of the next regularly scheduled workday (typically Monday). The exceptions to the typical Friday/Monday start and end periods of on-call would include longer holiday weekends or when working a 4/10 schedule. For all on-call periods the County will only use volunteers who meet the operationally required skill and ability as determined by management. Should the number of volunteers not meet the County's operational need, the County would use Section 6.8 Call-back to augment the operational need.

All employees participating in the Roads and SWM Employees on-call program will be paid \$3.20 per hour for such assigned on call hours. The increase from \$3.10 to \$3.20 will be effective January 1, 2020, or the first day of the first pay cycle after the ratification of the labor agreement by the Teamsters Local 313 membership, whichever is later. Compensated time for employees on-call who are called out shall begin at the time the call-out notification is received by the employee and shall end when the employee has completed the work and left the worksite (typically a shop location). Employees who are not, in the County's determination, able to arrive at the assigned reporting location due to their location within one (1) hour or less from the time directed to go into service or are called-out, will not be considered for on-call assignment.

Section 6.8 – 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 four (4) hour minimum. If two or more callbacks are within the four (4) hour minimum, only four (4) hours shall apply. If called to perform work less than four (4) 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 working past the normal quitting

time of the scheduled eight (8) hour day shall be compensated for the actual hours worked at the overtime rate. Should an employee be called back two (2) or more times not in the four (4) hour minimum period, a minimum of eight (8) hours will be paid. Callback time starts at the time employees are dispatched outside of their regular working hours and after the completion of their scheduled 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 completing their scheduled shift and before the start of their next scheduled shift. Callback shall not apply to extensions of work-shift beyond the scheduled ending time.

Callback for work which requires the use of equipment listed in Appendix B shall first be offered to Maintenance Technician employees unless no such employees are available at which time a Maintenance Worker employee shall be called. Callback work for work not requiring equipment operation or requiring operation of equipment listed on Appendix B shall be first offered to Maintenance Worker employees unless such employees are not available.

Section 6.9 - 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 1, 2014, and checks will no longer routinely be issued.

Section 6.10 - Lead-Worker Pay. The employer shall temporarily assign one person as a Maintenance Technician Lead (MT Lead) during the operation of the seal coat (chip seal) project, the chip sealing intersection crew, the overhead brushing with boom truck (Function Code 71C), and the crack sealing crew.-The County may temporarily assign one employee lead duties on the paint striping crew when the Traffic Sign Technician Lead is not available, or to conduct training, or otherwise is operationally necessary as determined by the County. The County may also temporarily assign leads for other projects the employer determines to be of sufficient scope to assign an on-site person the responsibility to ensure the project is completed efficiently and on time. The employer shall appoint the MT Lead based on leadership ability and knowledge of work to be performed. MT Lead assignments may be rotated to provide leadership experience at the employer's discretion.

Section 6.11 – CDL Medical Card Physical Examination. The County will pay the cost of the CDL medical card physical examination once every two years (up to \$60.00 per employee) provided that the employee uses the County-contracted medical provider. In the event an employee is medically required to renew their CDL medical card every year, the County will pay the cost of the CDL medical examination annually (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, or employees assigned to drive the striping vehicle.

Section 6.12 – Classification Reduction – CDL Loss. In the event an incumbent in the classification of Maintenance Technician who has completed probation is unable to maintain their required Commercial Driver's License (CDL) with a Class "A" (Tank Vehicle) endorsement as a result of a "no fault of their

own” non-disciplinary event, the employee will have no CDL duties assigned and will be allowed up to 60 days to obtain a valid medical card and valid CDL license. If after 60 days the employee is still unable to obtain a valid medical card and the associated valid CDL, the employee will be demoted to Maintenance Worker at the Maintenance Worker pay rate.

In the event an employee who lost their CDL pursuant to this section is subsequently able to re-qualify for, and obtain a CDL with a Class “A” (Tank Vehicle) endorsement and associated required medical card, the employee will be eligible to be promoted to the Maintenance Technician classification at such time as a vacancy exists.

## ARTICLE 7 - SENIORITY

Section 7.1 – Seniority. Except as provided in Section 7.2, seniority is the amount of continuous service in the bargaining unit. If seniority is equal, seniority shall next be determined based on the amount of continuous service in a regular hire status within all operations of County government, but shall not be established until completion of the probationary period. If seniority continues to be equal, seniority shall be determined by drawing lot. An employee may be disciplined and/or discharged during the probationary period with recourse to Steps 1, 2, and 3 only of the grievance procedure contained herein. 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. Absence from work, including layoff, for a period in excess of twelve 12 consecutive months, and
- g. Absence without approval beyond three (3) working days.

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

7.1.1 - Seniority List. Beginning not later than January 1990, and continuing each January thereafter, the Personnel Department shall publish a seniority list for purposes in accordance with Article 7, Section 7.1 and Section 7.8.

Section 7.2 - State or Federal Funds. 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.

Section 7.3 - Project/Grant Employees. Employees hired to perform tasks as a part of a limited term special project or utilizing limited term grant funding shall not be eligible to "bump" or displace a bargaining unit employee not a part of the project or grant. Such employees shall not be subject to bumping by bargaining unit employees who are not a part of the project or grant. Employees hired as a part of the limited term project or grant shall be so notified in writing at the time of hire.

Section 7.4 – Reduction in Force. When the Employer determines it is necessary to reduce the work force in classifications within a bargaining unit, regular full-time employees will be laid off based upon experience, skill, ability and qualifications to do the work without retraining, provided employees with the least seniority will be laid off first when the above are 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 he/she is fully qualified to do the remaining work required to be performed as determined by the Employer. Employees being laid off shall keep the Employer's Human Resources Department informed of their current address and telephone number.

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

7.4.2 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, provided employees promoted to classifications in other bargaining units shall retain bumping rights back to previously held classifications based only upon prior seniority in this bargaining unit.

7.4.3 Recall within Bargaining Unit. Employees laid off will be placed on a recall register for a period of twelve (12) consecutive months from the date of layoff. Employees laid off will be recalled and re-employed in the inverse order of layoff. An employee, who declines a recall offer to a position of comparable hours or fails to respond to a recall offer by the County within seven (7) business days, shall be removed from the recall register. Such recalled employees shall return with County seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted.

Section 7.5 - 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.

Section 7.6 Promotions. Promotions to higher job classifications covered by this Agreement shall be in accordance with Administrative Guidelines for the Career Service.

Section 7.7 Pay for Work Performed in Higher Classification. When an employee is required to perform work in a higher job classification for a full hour or more in a normal workday, the employee shall be

paid the rate of pay for such hours of work performed in the classification. The assignment for work out of class shall be by seniority and location (shop) provided the employee has the ability to perform the higher level work. Compensation for work out of class shall not result in any rights to a permanent classification. Employees who are being trained in the operation of vehicles, equipment or other duties of another classification shall not be eligible to receive compensation for working out-of-class. However, employee's independently operating vehicles and equipment not as part of training or performing the duties of a higher classification shall receive out-of-class pay. Employees working in a higher classification shall not receive overtime pay or other benefits above the base pay of the higher classification unless such classification is eligible to receive such pay or benefit.

Section 7.8 Training for Higher Classifications. Insofar as practical, training for Maintenance Office Manager, Supervisor, Maintenance Technician and Equipment Operator shall be offered to employees based on skill, seniority, knowledge, experience and ability to do the job, as determined by the employer. If all of the above are equal, seniority shall prevail.

Section 7.9 Work Assignment. Supervisors shall consider knowledge, experience, ability and seniority in determining CDL work assignment. Whenever reasonably possible, supervisors will post weekly work schedules for employee review prior to the beginning of the work week.

Notwithstanding the above, nothing in this agreement limits or restricts the County in making assignments it deems necessary to address equipment breakdowns, inclement weather, training requirements, project delays, unforeseen sick or vacation needs or other factors that may require adjustments.

7.9.1 – Under Bridge Inspection Truck (UBIT): Employees whose work assignments require the use of the UBIT articulated crane and have obtained all necessary licenses and certifications shall be compensated an additional \$1.50 per hour above their base hourly rate of pay when operating the articulated crane to perform their assigned work.

7.9.2 – Oversized Load Hauling: Employees assigned to transport equipment and/or materials that require the use of a transport tractor and lowboy trailer, wherein the assigned load meets the definition and criteria for Oversize/Overweight Loads as outlined by the Washington State Department of Transportation (WSDOT) shall be compensated an additional \$1.50 per hour above their base hourly rate of pay for the hours directly attributed to the transport of said load.

7.9.3 - Pup Trailers and Liquid Asphalt Tank Trailer: Employees who are assigned to transport materials using a pup trailer shall be compensated an additional \$1.25 per hour above their base hourly rate of pay when utilizing the pup trailer to transport and deliver materials to and from work sites. Employees who are assigned to load, transport and deliver liquid asphalt products using the liquid asphalt tank trailer shall be compensated an additional \$1.50 per hour above their base hourly rate of pay when utilizing the asphalt tank trailer to transport and deliver materials to and from work sites.

Section 7.10 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 file a rebuttal statement in their file. Employee evaluations

and letters of reprimand are subject only to Steps 1, 2 and 3 of the grievance procedures contained herein. All performance evaluations shall be shown to the employees (and counter-signed by the employees to indicate compliance with this Section) before being included in their personnel file. An employee's signature does not necessarily indicate agreement.

Section 7.11 Labor-Management. There shall be established a Road Maintenance Labor-Management Committee comprised of a given number of representatives appointed by the Employer and an equal number of Shop Stewards from the Road Maintenance Department appointed by the Union. The Road Maintenance Labor-Management Committee shall meet periodically at dates and times mutually agreed upon by the Union and the Employer to resolve any dispute(s) that may arise regarding the administration of the work assignment provisions of Article 7 of this Contract. Meetings of the Road Maintenance Labor-Management Committee shall be held during regular working hours. The Union's Secretary-Treasurer and/or Business Representative may attend meetings of the Road Maintenance Labor-Management Committee.

## ARTICLE 8 – VACATIONS

### Section 8.1 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 (note: one (1) day equals eight (8) hours):

<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 a year to a maximum of thirty (30) days per year.

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. (Note: One (1) vacation day equals eight (8) hours.)

Section 8.2 Part-Time Accrual. Part-time employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro rata portion of vacation benefits based on hours compensated,

exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.

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

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

Section 8.5 Carry Over. 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.

Section 8.6 It is the intent that employee's take their accrued vacation leave during the calendar year earned, provided employees may carry over accrued vacation subject to 8.5. Employees who are unable to take accrued vacation leave for which they are eligible within the year due to work-incurred disability or work requirements as determined by the Department Head or designee that cannot be carried over as provided in 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

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

New Year's Day	Labor Day
Martin Luther King 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.

Section 9.2 Regular full-time and regular part-time employees shall receive two paid "personal" holidays. Paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later cancelled by the County. In such

instances, with the recommendation of the appointing authority, the Human Resources Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

Regular full-time and regular part-time employees hired on January 1 or the first 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.

Section 9.3 Part-time employees regularly scheduled to work one half a normal work week 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 (70) percent of their standard work week.

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

### 10.2 – Permissible Uses of Sick Leave.

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

- a. 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;
- b. 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

- c. 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
- d. Absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW".

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 attesting to an illness, injury, or other reason for leave. 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(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) 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.

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.

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

Section 11.1 - Jury Duty. Time off with pay will be granted for jury duty to regular full-time 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.

### Section 11.2 - Bereavement Leave.

11.2.1 In the event of a death in the immediate family of a regular full-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 birthday holiday at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

Section 11.3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of 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 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) 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**

**Section 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 Human Resources operations manager or designee.

**Section 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 his/her 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:

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

Any employee failing 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.

**Section 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.

Section 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 Department Director or his designee or elected official agrees in writing to a longer period of unpaid leave.

Section 12.5 - Military Leave - Active Duty. An employee, who volunteers, 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 of honorable discharge or separation from such military service, within the time frame required by the Uniformed Services Employees and Reemployment Rights Act (USERRS), 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
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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 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 benefit plans medical, dental and/or life insurance coverage. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

#### **ARTICLE 14 - RETIREMENT**

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

#### **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**

Section 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. 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. Copies of all grievances shall be submitted to the Union.

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

No claim shall be granted for retroactive adjustment of any grievance 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 provisions alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the 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) work days from the date the decision was rendered at Step 3. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an impartial arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which list the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall be restricted to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each side shall bear its own expenses and fees incumbent in presenting their respective case to the arbitrator, including attorney fees.

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

Section 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; provided, however, in alleged discrimination in violation of subsection 2.1, an employee shall elect to apply the grievance procedure or other forum, but not both.

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

Section 16.5 Union class grievances may be initiated at Step 2 of the grievance procedure.

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.

Section 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**

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

Section 17.2 Employees who refuse to cross a legal, primary picket line as recognized by the Union through its Secretary-Treasurer, which is directed at other than County facilities shall not constitute a violation of this Agreement and shall not be cause for discharge or disciplinary action; provided, however, that such decision shall be made freely by such employees without coercion by either the Employer or the Union. Nothing in this paragraph, 17.2, 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 17.2 when deemed necessary by the County to assure public health and safety.

#### **ARTICLE 18 - SAVINGS**

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

## **ARTICLE 19 - SUBCONTRACTING**

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

## **ARTICLE 20 - EMPLOYEE RIGHTS**

Any employee in the bargaining unit, when being questioned in a pre-disciplinary meeting by the employer about matters which may result in discipline, suspension, demotion, and/or termination, has the right to have a choice of Union shop steward or Union representative of the employee's choice 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.

## **ARTICLE 21 - 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 22 - MATTERS COVERED AND COMPLETE AGREEMENT**

Section 22.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all 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.

Section 22.2 The failure of the Union to enforce any of the provisions of this Agreement or exercise any rights granted by law or the failure of the employer to exercise any rights reserved to it or its exercise of any such right in a particular way shall not be deemed a waiver of such right or a waiver of its authority to exercise any such right in some other way not in conflict with this Agreement.

## **ARTICLE 23 - TERM OF AGREEMENT**

Section 23.1 – Retroactivity This Agreement shall be retroactive to January 1, 2020, for all those who are currently 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.

Section 23.2 – Notice Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The Union shall file such notice with the Director of Human Resources, the Employer with the directing business representative.

Requests from the Union for changes in wages, fringe benefits, and other terms and conditions of employment shall be submitted to the Director of Human Resources or designee no later than 120 calendar days before expiration of the current agreement. This article is not intended to prevent the Union from submitting additional proposals after the 120-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.

TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND  
HELPERS UNION,  
LOCAL NO. 313

PIERCE COUNTY

By:   
Robert A. McDonald  
Secretary-Treasurer

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

By:   
Terra Ament  
Business Representative

By:  for/  
Brent Long  
Senior Labor Relations Analyst

## **APPENDIX A**

*The following are the classifications covered by this collective bargaining agreement.*

### **Public Works and Utilities Classification – Roads, Traffic and Surface Water Management**

- Accounting Assistant 3 – Maintenance
- Accounting Assistant 2 – Maintenance
- Office Assistant 3 – Maintenance
- Maintenance Worker
- Maintenance Technician In-Training
- Maintenance Technician
- Maintenance Technician Lead
- Traffic Sign Technician
- Traffic Sign Technician Lead

### **Facilities Management Department**

- Gardener 1

## **APPENDIX B**

### **Maintenance Worker and/or Gardner Equipment List**

(These classifications may utilize equipment included on the list below)

- All passenger vehicles
- All pickups
- All non CDL trucks
- All non CDL towed equipment
- All non CDL trailers
- Tractor mounted sidecast broom
- Tractor mounted shoulder mower non boom mounted
- Forklift
- Hand tools
- Gas, electric or air powered tools/equipment
- Weed sprayers hand actuated and powered
- GPS devices, laptop computers, and data collection devices
- Non CDL flat bed truck with V-box, and plow

### **Maintenance Technician and Traffic Sign Technician Equipment List**

(These classifications may utilize equipment included on both lists)

- All trucks requiring class A CDL
- All trailers (this also includes tanker trailers)
- All trailer mounted equipment
- Self Loading Sweepers
- All Snow plows and application equipment