

CONTRACT

By and Between

PIERCE COUNTY

and

**WASHINGTON ALLIANCE OF TECHNOLOGY WORKERS, LOCAL 37083
OF THE NEWSPAPER GUILD, COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO, CLC (CWA LOCAL 37083)**

January 1, 2024 - December 31, 2025

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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into by and between Pierce County for its operations listed below, hereinafter referred to as the "Employer," and the Washington Alliance of Technology Workers, Local 37083 of The Newspaper Guild, Communications Workers of America, AFL-CIO, CLC, hereinafter referred to as the "Union," for itself and on behalf of all employees of the Employer listed in Article 3 below.

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; families with children; national origin; age; citizenship or immigration status; military or veteran's status; sexual orientation; use of a trained guide dog or service animal by a disabled person; or the presence of any sensory, mental or physical disabilities.

ARTICLE 3 - RECOGNITION AND UNION SECURITY

3.1: The Employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all regular full-time and regular part-time employees employed in the Pierce County Emergency Management Communications Division, including Communications Technicians and Communications Equipment Installers as listed in Appendix A, but excluding supervisors and confidential employees.

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 Union. The County shall continue to deduct dues at rates specified by the Union. The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. Every reasonable effort will be made to start or end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written authorization. The County shall rely on information provided by the Union regarding the authorization and revocation of dues deductions.

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

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

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

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

3.7: Union Use of Bulletin Boards: The County agrees to allow the Union to use a designated Departmental bulletin board for the purpose of posting notices of union meetings, union election returns, union appointments to office and union recreational or social affairs. The Union shall be solely responsible for material placed upon the board by the appropriate union representative.

3.8: Recognition and Union Security: A Shop steward involved in the grievance process shall be allowed paid release time from work to attend grievance meetings. However, meetings occurring on scheduled time-off or extending beyond the shop steward's scheduled shift shall result in no added compensation.

ARTICLE 4 - MANAGEMENT RIGHTS

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

1. To plan, direct, control and determine all the operations and services of the Employer.
2. To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees.

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

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

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

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Workweek: The normal workweek for full-time employees shall be (5) consecutive days, Monday through Friday, of eight (8) hours worked exclusive of the thirty (30) minute lunch period. The County may provide a schedule requiring a workweek of four (4) ten (10) hour days, provided overtime language is converted to ten (10) hour application (see article 5.2 below). Employees shall be allowed a fifteen (15) minute break each morning and afternoon.

5.2 Overtime: Overtime is work performed beyond the normal eight (8) hour workday of an employee as authorized by the appropriate department director or designee, or work beyond the employee's regular scheduled work shift if the regular shift is more than eight hours (e.g. four (4) days of ten (10) hours each). As much as reasonably possible, overtime shall be distributed equally among qualified employees. Payment of such authorized overtime hours worked shall be at the rate of time and one-half (1-1/2) the base hourly rate of pay.

5.3 Compensatory Time: Payment for authorized overtime hours worked shall be pay or compensatory time at the overtime rate, as authorized by the Division Manager or designee at the time earned. Compensatory time accumulated shall not exceed ten (10) working days (80 hours) at any time.

5.4 Leadworker: Employees who are designated as "leadworker" by the department director with the approval of the Human Resources Director or designee will be eligible to receive additional compensation above their base hourly pay at a rate of five percent (5%). Leadworker pay shall apply to hours of work only, not pay status hours. At such time as an employee is removed from the position or the leadworker duties are removed from the employee's assigned work, the employee's compensation will revert to the base hourly rate of pay.

5.5 On-Call: The on-call program shall be staffed by qualified employees from the bargaining unit as determined by the County. Employees on-call shall be free from the effects of alcohol, marijuana and/or any controlled substance and in communications via pager, radio or telephone and so immediately available. The County requires the employee to be prepared to report immediately for work if the need arises. On-Call status will not be concurrent with work time. Employees shall be compensated at the rate of three dollars and thirty cents (\$3.30) per hour for all hours served while on call. (Note: The new on-call rate of three dollars and thirty cents (\$3.30) per hour shall be effective on the first day of the second pay cycle after full ratification of this agreement.)

When an employee on-call is called in to work and the employee is required to report to a work site they shall receive a one hour minimum at the appropriate rate of pay. Paid time for on-call shall begin at the time the call-out notification is received by the employee and shall end upon the completion of assigned work at the worksite.

When an employee on-call receives an operationally necessary telephone call that does not require their departure from their residence, they will be paid for actual hours worked in excess of one tenth of one hour (6 minutes) at the appropriate rate of pay and the one hour minimum will not apply. Phone calls of duration less than six (6) minutes are considered to be "de minimis" and therefore are not compensated.

On-Call will be voluntary unless in the County's sole determination there are not enough volunteers, or the employees who do volunteer do not have the specific skills required of the job.

5.6 Emergency Call-Back: This section shall not apply to employees who are on-call. If called back to perform work outside the normal work hours, employees shall be compensated at the rate of one and one-half (1-1/2) times their basic rate of pay for the actual number of hours worked,

with a two (2) hour minimum. 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. All callback time starts at the time employees are dispatched outside of their regular working hours, but in no case to be longer than thirty (30) minutes from the time the employee is called until work is begun. A voluntary TAC/MOCC deployment is not considered a call-back under this provision.

5.7 Mandatory Overtime: Prior to assigning mandatory overtime, the employer shall first attempt to find volunteers to work such overtime.

5.8 Distribution of Overtime: The employer will attempt to distribute bargaining unit overtime work as equally as practicable among employees working within the radio communications section. However, it is understood that the department will retain sole discretion in making a determination as to who is qualified to perform the required overtime work. Bargaining unit overtime work includes radio system infrastructure repair, Department of Emergency Management (DEM) Emergency Operations Center (EOC) operations, and TAC/MOCC deployments; the working supervisor of the Radio Communications Section shall also participate in such overtime work. Nothing in this agreement limits or restricts the County's ability to assign overtime to any employee when, in the County's determination, such assignments are necessary for the proper and secure operations of the DEM.

5.9 Rest Periods: Employees shall be allowed a minimum of eight (8) hours off between regularly assigned shifts. This shall not apply to Emergency Operations Center (EOC) activations, TAC/MOCC deployments and/or emergency call backs.

5.10 Shift Differential: Shift Differential of eighty (\$0.80) cents per hour shall be paid for the entire shift when employees are required to work shifts extending beyond 6:00 p.m. or starting before 6:00 a.m.

ARTICLE 6 - WAGES

6.1 Wages:

6.1.1 – 2024: Effective January 8, 2024, or the pay cycle following ratification by the bargaining unit, whichever is later, employees shall be granted a general wage increase of four percent (4%).

6.1.2 – 2025: Effective January 6, 2025, employees shall be granted a general wage increase of four percent (4%).

6.1.2: Employees shown in the Pay and Class Plan as "Y rate" shall receive no general wage increase 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 of their regular classification and shall again be eligible for general wage increase.

Effective January 1, 2021, when an employee is Y-rated on or after January 1, 2021, the Y-rate will remain in effect for up to two years or until the top pay rate of their classification meets or exceeds their Y-rate, whichever comes first. Effective the first day of the first pay cycle after the Y-rate ends, the employee shall be placed at the appropriate step of their regular classification and shall again be eligible for a general wage increase.

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

Employees will be eligible for step increases on the first day following the accruals of twenty-six (26) accruable pay cycles. Such consideration shall be given annually until an employee reaches the maximum step of the salary range.

For purposes of this section, “one step increment” is defined as follows: For compensation grade profiles identified with “inc 2”, one step increment will be defined as advancing incrementally by either even-numbered or odd-numbered steps depending on their position on the pay range, with the last possible step being the highest step in the range. (Example: Employees on Step 1 would advance incrementally to steps 3, 5, 7, 9, 10.) For compensation grade profiles identified with “inc 1”, one step increment will be defined as advancing to each consecutive step. (Example: Employees on a range beginning with step 21 would advance incrementally to 2, 3, 4, 5, etc.)

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

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

6.3 Pay Period: The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the following Sunday. The Employer will make available electronically 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.

6.4 Premium Pay for Time Worked Over two hundred (200) Feet Above Tower Base: Employees in the Department of Emergency Management, Communication Division, performing work at an elevation of over two hundred (200) feet above the tower base as directed by the Employer, shall be paid a premium of three dollars (\$3.00) per hour for all hours during which they are actually required to perform work at an elevation of over two hundred (200) feet above the tower base.

6.5 Clothing: The Employer agrees to provide the following items of clothing to be replaced annually, or as determined by the Employer, or specified below:

A. Employees will be issued:

- i. Five (5) short sleeve work shirts,
- ii. One (1) rain jacket replaced every two (2) years, and
- iii. One (1) pair of safety boots every two (2) years.

6.6 - Training: The Employer shall pay all costs allowable by County policy and approved in advance by management for all seminars, courses, training, workshops, or similar forums which the employee is required by their current classification or the Employer to attend.

The employer reserves the right to deny or delay trainings due to staffing needs or Emergency Operations Center (EOC) activations.

ARTICLE 7 - SENIORITY AND REDUCTION IN FORCE

7.1 Seniority: "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. An employee shall lose seniority under this Agreement for the following reasons:

1. Retirement,
2. Voluntary termination,
3. Discharge for cause,
4. Failure to return to work after offer of recall is made,
5. Failure to return to work promptly after an authorized leave of absence, and
6. Absence from work, including layoff, for a period in excess of twelve (12) consecutive months, except for authorized military leave, and
7. Absence without approval beyond three (3) working days.

The period of layoff or unpaid leave of absence, except for authorized military leave, will not count towards the computation of the amount of "continuous time in service."

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 Promotions: Promotions to higher job classifications for positions represented by this Agreement shall be made in accordance with the Pierce County Administrative Guidelines for the Career Service.

7.4 Pay for Work Performed in Higher Classifications: When an employee is required to perform work in a higher classification for eight (8) consecutive hours or more, 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.

7.5 Layoffs: When the Employer determines it is necessary to reduce the work force in classifications within a bargaining unit, regular full-time and/or part-time employees will be laid off based upon ability to do the work without retraining, provided employees with the least seniority will be laid off first when ability is equal.

For layoff purposes, seniority shall first be based on the amount of continuous service within all operations of County government. If seniority continues to be equal, seniority shall next be determined based on the amount of continuous service within the bargaining unit. If seniority still continues to be equal, the employees to be laid off shall be determined by "drawing lot" from among those employees whose seniority remains equal. No regular full-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same classification in the same bargaining unit, provided they are fully qualified to do the remaining work required to be performed as determined by the Employer. 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.

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 shall keep the Employer's Human Resources Office informed of their current address and telephone number.

7.6 Recall within Bargaining Units: When the County 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.

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

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

ARTICLE 8 - VACATIONS

8.1:

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

<u>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

After eighteen (18) years, an additional day per year to a maximum of thirty (30) days per year.

8.2: Regular part-time employees regularly scheduled to work one-half (1/2) a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.

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

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

8.5: Eligible employees may carry over a maximum balance of vacation leave of forty-five (45) days per year from one (1) calendar year into the next calendar year. However, upon retirement or separation from County service, employees shall be paid for a maximum of sixty (60) days accumulated vacation leave.

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

8.7: Vacation requests shall be granted based on the operating needs of the Department with consideration given to the rotation of prime vacation periods. In the event of an unforeseen circumstance, the Employer may adjust vacation schedules in order to meet the operating needs of the Department.

ARTICLE 9 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	Two (2) 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 (2) paid "personal" holidays. Paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later cancelled by the County. In such instances, with the recommendation of the appointing authority, the Human Resources Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

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

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

9.4: If an employee is required to work on a legal holiday which falls on the employee's regularly scheduled workday, the employee shall be compensated for the holiday at the straight-time rate and shall be compensated at the time and one-half (1-1/2) overtime rate for hours worked.

ARTICLE 10 - SICK LEAVE

10.1: Regular and limited duration full-time employees in a seventy (70) percent accruable pay status per pay cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per pay cycle, with no upper limit. Regular and limited duration part-time employees regularly scheduled to work one half a normal workweek or more shall earn a pro-rata portion of sick leave based upon their authorized scheduled bi-weekly hours per pay cycle divided by ten (10), provided they are compensated at least seventy percent (70%) of their standard work hours per pay cycle excluding overtime and standby pay. Extra hire employees shall earn one (1) hour of sick leave for every forty (40) hours worked, according to state law, on a pro-rata basis. However, no employee shall earn less than one (1) hour of sick leave for every forty (40) hours worked. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle. New employees who are separated prior to the completion of thirteen (13) accruable pay cycles and extra hires shall not be paid for any unused sick leave.

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:

- 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; see also Chapter 3.13 of the County Code and Administrative Guidelines, Domestic Violence in the Workplace.

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

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

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

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

- a) Any health condition affecting a covered employee's child under the age of eighteen (18) years, or for a child age eighteen (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, parent, parent-in-law, grandparent of the employee, or child age eighteen (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 as 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.

10.4: In order to qualify for sick leave pay, an employee must report the sick leave qualifying 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 three (3) consecutive 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: Eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) 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 be compensated for ten percent (10%) of the employee's unused accrued sick leave days to date of separation not to exceed two hundred (200) days, at the employee's base hourly rate of pay.

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

10.9: All references to "day" in this Article shall refer to the employee's standard hours per day (bi-weekly hours per pay cycle divided by ten (10)), to a maximum of eight (8) hours.

ARTICLE 11 - COMPENSATED LEAVES OF ABSENCE

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

11.2 Bereavement Leave:

11.2.1: In the event of a death in the immediate family of a regular full-time or part-time employee, three (3) working days off to a maximum of twenty-four (24) hours with pay, whichever is less, shall be granted to grieve the loss of a family member, attend the funeral, or complete burial arrangements for each death which occurs. A regular part-time employee shall receive a pro-rata share of bereavement leave based on their standard hours in a workweek. Immediate family shall be defined to include spouse, domestic partner, parent, foster parent, sibling, child, foster child, grandparent, grandchild of the employee, or other person with whom the employee had lived "in loco parentis," and like relatives of the spouse or domestic partner of the employee. Immediate family includes biological, adopted, step, in-law, or foster members. "In loco parentis" shall mean those persons who had day-to-day responsibility to care for and

financially support the employee on a long-term basis, when the employee was a child. Proof of such relationship may be required. A biological or legal relationship is not necessary. An additional three (3) days of bereavement leave may be granted if authorized by the Department Director or designee in writing if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

11.2.2: Authorized use of the additional three (3) days of bereavement leave in Article 11.2.1 for out-of-state travel may be taken from either the employee's accrued sick leave balance or from the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holiday at the employee's option. Additional sick leave may be used in conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

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

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

12.1: A leave of absence without pay may be granted after completion of one year of service (twenty-six (26) accruable pay cycles) with approval of the Operations Manager, or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the Operations Manager, or designee, plus the Human Resources Director or designee.

12.2: All leaves without pay, except authorized military leave, shall 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:

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

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

12.3: 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, or if covered under the federal Family and Medical Leave Act of 1993, as amended, the Employer will continue health insurance benefits for a period not to exceed twelve (12) weeks in a twelve (12) month period.

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

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

ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE

13.1 Medical: Effective January 1, 2024, 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, 2024:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be one thousand five hundred sixty-two dollars and ninety four cents (\$1562.94) 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 2024 are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical “PLAN A” or Kaiser	\$1609.60		
Domestic Partner Medical	\$ 18.00		
Vision – Plan EXT	\$ 17.10		
Domestic Partner Vision	\$ 0.20		
Total Month Premium:	\$ 1644.90	\$1562.94	\$81.96

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

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than eighty (80) hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80) hours or more in three (3) consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work eighty (80) hours or more on an ongoing basis. The County’s payments to Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility requirements are met and the employee shall be responsible for their premium balance and any pro-rata share according to the provisions of this Article.

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

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

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

13.2 Dental: The County will pay a maximum monthly premium for dental benefits of either one hundred twenty-three dollars and twelve cents (\$123.12) for the County’s Washington Dental Service plan or one hundred twenty-one dollars and ninety-two cents (\$121.92) for the County’s Willamette Dental of Washington plan, for eligible regular and limited duration full-time employees and their dependents for the period January 1, 2024 through December 31, 2024.

Eligible regular and limited duration part-time employee's dental benefits are also subject to a pro-rata share, as provided herein.

13.3 Life Insurance: The County will pay the full monthly premium for twenty-five thousand dollars (\$25,000) of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2024 through December 31, 2024. Eligible regular and limited duration part-time employees' life insurance benefits are also subject to a pro-rata share, as provided herein.

13.4: The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of one thousand five hundred sixty-two dollars and ninety four cents (\$1562.94) for Plan A or for Kaiser Permanente, through automatic monthly payroll deduction. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of one thousand five hundred sixty-two dollars and ninety four cents (\$1562.94) for Plan A or for Kaiser Permanente, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

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

13.6: In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular and limited duration full-time and part-time employees shall contribute any medical and vision premium in excess of one thousand five hundred sixty-two dollars and ninety four cents (\$1562.94) for Plan A or for Kaiser Permanente or one hundred twenty-three dollars and twelve cents (\$123.12) for the County's Washington Dental Service plan or one hundred twenty-one dollars and ninety-two cents (\$121.92) for the County Willamette Dental of Washington plan and eligible regular and limited duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

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

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

13.9: Effective January 1, 2025 and for the 2025 calendar year, the County will pay up to the first six percent (6%) increase (above the 2024 premium amount) of the total monthly premium for each medical/vision insurance plan. Any increase above six percent (6%) will be picked up by the employee, through automatic payroll deduction. Regular and limited duration part-time employees will pay this increase in addition to their additional pro-rata share of the premiums.

For example, if the increase for a medical/vision plan is eight percent (8%) above the 2024 premiums, the County will pick up the first six percent (6%) and the employee will pick up the remaining two percent (2%). If the increase is ten point five percent (10.5%), the County will pick up the first six percent (6%) and the employee will pick up the remaining 4.5%. If the increase is 4%, the County will pay only the four percent (4%) increase.

Effective January 1, 2025 and for the 2025 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, 2025 and for the 2025 calendar year, the County will maintain the current level of life insurance coverage and will pay one hundred percent (100%) of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

13.10: For the calendar year 2026, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County/PEBB benefit plans for medical, dental and/or life insurance coverage. The 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 - SAVINGS

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

ARTICLE 15 - RETIREMENT

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

ARTICLE 16 - WORKERS COMPENSATION

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

ARTICLE 17 - EMPLOYEE RIGHTS

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

17.2: Employees shall have the right to review their official personnel file maintained by the Human Resources Department 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. All performance evaluations shall be shown to the employee (and should be counter-signed by the employee to indicate compliance with the Section) before being included in their personnel file. An employee's signature does not necessarily indicate agreement.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

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

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

be required to work and cross a primary picket line as described in this paragraph when deemed necessary by the County, to assure public health and safety.

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

ARTICLE 19 - NO WAIVER

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

ARTICLE 20 - SUBCONTRACTING

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

ARTICLE 21 - SAFETY AND SANITATION

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

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 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.

22.2 Procedure: If a decision is not returned to the Union or the employee within the time limits specified in each step below, the employee or the Union 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 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.

Letters of reprimand and performance evaluations are subject to only steps one, two and three of the grievance procedure contained herein.

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. (Only signatories to this Agreement may advance a grievance to arbitration). As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as

expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

22.3: The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each of the parties shall be responsible for the expense of preparing and presenting its own case to the arbitrator, including attorney fees. The time limits set forth above may be extended by mutual agreement of the Employer and the Union. The grievance procedure shall consist of the previously listed steps unless waived by mutual consent of the parties. Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the County Executive or Labor Relations Designee and TNG/CWA Representative.

22.4: The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employee may have and which relate to or concern the employee and the Employer.

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

ARTICLE 23 - MATTERS COVERED AND COMPLETE AGREEMENT

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

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

ARTICLE 24 - TERM OF AGREEMENT

24.1: This Agreement shall be effective the 1st day of January 2024, 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 2025. 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, hours and terms and conditions of employment shall be submitted to the Director of Human Resources 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 proposals after the one hundred eighty (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 21 day of March 2024.

WASHINGTON ALLIANCE OF
TECHONOLGY WORKERS/
CWA LOCAL 37083:

DocuSigned by:
Kristie McCarty
202DCE7CDC9B4F5...
KRISTIE MCCARTY
CWA President

PIERCE COUNTY:

DocuSigned by:
Bruce Dammeier
1BD2210628D6495...
BRUCE DAMMEIER
County Executive
DocuSigned by:
Melissa P. Arnold
DA549DF5D511490...
MELISSA P. ARNOLD
Assistant Director of Human Resources

APPENDIX A

All regular and full-time and regular part-time employees employed in the Pierce County Emergency Management Communications Division, excluding supervisors and confidential employees in the classifications specified below.

Communications Systems Technician
Communications Equipment Installer

General 46
General 45

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PIERCE COUNTY
AND
WASHINGTON ALLIANCE OF TECHNOLOGY WORKS, LOCAL 37083 OF THE
NEWSPAPER GUILD, COMMUNICATION WORKERS OF AMERICA, AFL-CIO,
CLC (CWA LOCAL, 37083)**

Re: Communications Systems Management

The parties to this agreement are Pierce County, hereafter the County, and CWA 37083, hereafter the Union, collectively referred to as the Parties.

The Parties agree to schedule a Labor-Management Committee (LMC) meeting specific to employees represented by the Union in the Department of Emergency Management Communications Systems. The purpose of this LMC will be to discuss a leadworker classification. The parties agree to the following regarding this LMC:

1. The LMC will meet no later than December 31, 2024. Additional meetings may be held if mutually agreed to by the parties.
2. The committee will consist of up to three (3) employees appointed by the Union and up to three (3) employees appointed by the County.
3. Employees will be granted reasonable time, during their work hours, to attend the LMC meeting(s).
4. The LMC meeting will be used for discussion and exchange of information, and will have no authority to conduct negotiations, or to modify any term of the Collective Bargaining Agreement.

For CWA 37083:
DocuSigned by:
By: Kristie McCarty 3/19/2024
202DCE7CDC9B4F5...
KRISTIE MCCARTY
CWA President

For PIERCE COUNTY:
DocuSigned by:
By: Bruce Dammeier 3/21/2024
1BD2210628D6495...
BRUCE DAMMEIER
County Executive
DocuSigned by:
By: Melissa P. Arnold 3/19/2024
DA549DF5D511490...
MELISSA P. ARNOLD
Assistant Director of Human Resources