2022 - 2023

**CONTRACT** 

By and Between

PIERCE COUNTY

and

**TEAMSTERS LOCAL UNION NO. 117,** 

Affiliated with the International Brotherhood of Teamsters, Forensic Investigator, Property Room Officer, Forensic Technician, and General Bargaining Units

## NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on thejob injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status <u>upon request</u>, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.

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

#### ARTICLE 1

This Agreement is made and entered into by and between Pierce County, for its operations listed below, hereinafter referred to as the "Employer", and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

# **ARTICLE 2 - NON-DISCRIMINATION**

- 2.1 Neither the Employer, Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; military or veteran's status; families with children; sexual orientation; citizenship or immigration status; use of a trained guide dog or service animal by a disabled person; or the presence of any sensory, mental or physical disabilities.
- 2.2 No employee shall be discharged or discriminated against for upholding lawful Union activities, fulfilling duties as an officer in the Union or serving on a Union committee or member thereof.

#### ARTICLE 3 - RECOGNITION AND UNION SECURITY

3.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for its employees employed in the following operations: Assessor/Treasurer, Clerk, Facilities Management, Community Connections, Medical Examiner, Parks and Recreation, Sheriff's Department, and Veterans' Bureau in the job classifications listed in Appendix A, but excluding those employees represented by other labor organizations, supervisors, except for classifications specifically set forth in Appendix A, guards, confidential employees, and all others.

<u>3.1.1 – Limited Duration Employment</u>. The Pierce County Administrative Guidelines, Chapter 3.08.120 (D) defines Limited Duration positions.

When the work to be performed by the limited duration employee is recognized as falling within the jurisdiction of the Teamsters Local 117 General bargaining unit, the employee shall have the right to become a member of the Union in accordance with this article.

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

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

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

3.2 Union Security. All employees in the bargaining unit shall have the right to become a member of the Union. A bargaining unit employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues, and initiation fees (for up to six months) from the employee's salary must be made by the bargaining unit employee to the Union. If the County receives a request for authorization of deductions, the County shall make reasonable efforts to forward the request to the Union within ten (10) working days.

Upon receiving notice of a bargaining unit employee's authorization from the Union, the County shall deduct from the pay of said employee the monthly amount of dues, and initiation fees (for up to six months) as certified by the Secretary-Treasurer of the Bargaining Unit. Any employee wishing to cancel the authorization for deductions must do so in writing to the Union, in accordance with terms and conditions of the authorization. After the County receives confirmation from the Union that the employee has revoked authorization for deductions, reasonable efforts 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 valid written authorization or cancellation notice.

- 3.3 The Union shall indemnify and hold harmless the County against all damages assessed against the County by a legal tribunal (which will include a settlement of damages with the concurrence of the Union) by reason of action taken or not taken for the purpose of complying with any of the provisions of Sections 3.2 and 3.3.
- 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 schedules.

- <u>3.4.1</u> The County shall permit reasonable use of bulletin boards by designated Union Officers for the posting of notices of a non-controversial nature relating to Union business.
- <u>3.4.2</u> Use of the County's email system should be limited to business use only. However, the employer agrees to permit Union Officers and staff representatives to use the County's email system for the sole purpose of notifying Union members of meeting dates, times and locations.
- <u>3.5</u> The Pierce County 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.
- 3.6 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 interest, similarities of duties, required skills, interchange, working conditions and organizational level of the positions contained in Appendix "A" as provided in RCW 41.56.060. Any dispute in applying this section may be resolved in accordance with the conditions of this Agreement or applicable law, RCW 41.56.060. The grievance procedure shall not apply in issues pertaining to this section.
- <u>3.7</u> The Employer will provide access to new employees as required by RCW 41.56.037. The Employer will provide the Union with a report on a monthly basis that includes the name, job classification, work location, work telephone number, work e-mail address, and personal mailing address of each bargaining unit member.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and the Pierce County Charter, subject only to the limitations stated in this Agreement:
  - a. To plan, direct, control and determine all the operations and services of the Employer;
  - b. To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;
  - c. To schedule and assign work;
  - d. To establish reasonable work and performance standards and, from time to time, to change those standards;
  - e. To assign overtime;

- f. To determine the methods, means, organization and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (subject to Article 19 Subcontracting);
- g. To make and enforce reasonable rules and regulations;
- h. To discipline, suspend and discharge employees for cause. Employees in their initial probationary period (as defined in the Pierce County Administrative Guidelines or Civil Service Rules, as applicable) are considered "at-will" employees and may be terminated for any reason not expressly prohibited by law.
- i. To change or eliminate existing methods, equipment or facilities.
- 4.2 The County has the right at any time to require an employee to provide evidence of a valid driver's license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the Employer. Any employee who operates a County vehicle must notify their immediate supervisor no later than the next business day if the employee's driver's license, including CDL and/or any work-related endorsements, is suspended, revoked or otherwise becomes invalid.
- 4.3 When the County has reason to believe that an employee is under the influence of alcohol and/or controlled substances, the County may require the employee to submit to reasonable suspicion alcohol and/or controlled substances testing. The testing methods and thresholds for screening specimens shall be in accordance with the Pierce County Alcohol and Controlled Substances Testing Program. These standards are mandated by Federal law for specified employees with a CDL and are currently set by the Department of Health and Human Services (DHHS). If the confirmatory test results are negative, all samples shall be destroyed and any reference to the testing shall be expunged from the employee's personnel file.

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

- 5.1 The normal work week for full-time employees shall be the following work weeks as specified:
  - 37-1/2 hours per week: Clerk.
  - 40 hours per week: Assessor/Treasurer, Parks and Recreation, Medical Examiner, Facilities Maintenance Division (Technicians, Mechanics and Custodians) Veterans' Bureau, and Sheriff's Department.

As funding becomes available, the Employer may revise the standard work week upward from thirty-five (35) hours or thirty-seven and one-half (37-1/2) hours not to exceed forty (40) hours per week at its option.

The normal work week for part-time employees shall be one-half or greater of the normal work week for similarly employed full-time employees. The County may elect to increase the normal work week to a maximum of forty (40) hours at its option when it determines funding is available.

- 5.2 Overtime shall apply for hours compensated in excess of forty (40) hours per week. Payment for authorized overtime hours worked shall be pay or compensatory time, as authorized by the Department Head or designee when earned. Compensatory time shall be earned at time and one-half (1-1/2) the hours for each overtime hour worked. Compensatory time accumulated shall not exceed ten (10) working days at any time. Compensatory time must be mutually agreed to by the employee and Employer or the overtime premium shall be paid.
- 5.3 No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The workdays and work periods specified herein shall not constitute guaranteed hours of work.
- <u>5.4 Alternative Work Schedules.</u> The Executive may provide schedules requiring a workweek of four (4) days. Where such workdays are adopted, overtime and other contract language shall be converted to the alternative workday and workweek application. Employees may also petition the Executive for consideration of such work schedules.
- <u>5.5 Meal and Rest Periods</u>. All daily scheduled hours are exclusive of the meal period. During each four (4) consecutive hours of scheduled work, employees will normally be entitled to a fifteen (15) minute break. Meal periods should be scheduled by the supervisor and should be scheduled to start no earlier than three (3) hours nor later than the beginning of the fifth (5<sup>th</sup>) hour from the start of the shift, subject to the operational needs of the department.

# **ARTICLE 6 - WAGES**

# 6.1 - Wages.

- <u>6.1.1</u> <u>2022.</u> Effective January 10, 2022, employees shall be granted a two-point nine percent (2.9%) general wage increase.
- 6.1.2 2023. Effective January 9, 2023, employees shall be granted a general wage increase equal to ninety percent (90%) of the Seattle-Tacoma-Bellevue CPI-U increase reported in July 2022 (for information from June 2022 compared to the twelve (12) months beginning June 2021), but not less than two percent (2%) nor greater than four percent (4%).

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

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

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

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

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

Non-meritorious evaluations shall be subject to Steps 1, 2 and 3 only of the grievance procedure set forth in this Agreement. Non-meritorious shall be defined as the failure to meet performance standards as documented in the employee annual performance evaluation.

- <u>6.3 Pay Period</u>. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the second following Sunday. The Employer will make available bi-weekly pay stubs by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day. All employees will be paid via direct deposit.
- <u>6.4 Lead Worker Pay</u>. Employees designated as lead workers by the department director with the approval of the Human Resources Director or designee shall receive additional compensation above their base hourly pay at a rate of five percent (5%). Lead worker pay shall apply to hours worked only, not pay status hours. At such time as employees are removed from lead worker status, the employees' compensation will be returned to the base hourly rate of pay.
- 6.5 Clothing and Footwear for Probationary and Limited Duration Employees. The County may choose to provide reimbursement for footwear to probationary and limited duration employees depending on the specific assignment and whether the employee is required to wear specific footwear upon their first day of employment. Such specified and authorized probationary and/or limited duration employees will be eligible for reimbursement for the initial purchase of the required footwear, after providing a receipt (up to a maximum of one hundred seventy-five dollars (\$175.00)) for the purchase. Thereafter employees who were reimbursed for the purchase of footwear upon initial employment, and who have worked more than thirteen (13) accruable pay cycles after reimbursement of the required footwear, may be eligible for the lump sum (either annually or every other year as appropriate) as provided in this article (subject to legally required deductions). The increase in footwear reimbursement from one hundred fifty dollars (\$150.00) to

one hundred seventy-five dollars (\$175.00) is effective the first day of the second pay cycle following full ratification of this agreement.

- <u>6.6 Mileage</u>. Employees authorized to use their private vehicles for County business or in the performance of their official duties shall receive reimbursement at the rate permitted by the IRS, for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round-trip coach air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven between the employee's usual place of residence and work location.
- <u>6.7 Assigned Vehicles</u>. 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.
- <u>6.8 Pay Rate on Holiday.</u> All employees who work on the actual date of the County holiday designated in Section 9.1 shall be paid at the rate of time and one-half (1-1/2) of the base hourly rate of pay, plus holiday pay at regular time as provided under Article 9.1.
- <u>6.9 Pay for Work Performed in Higher Classifications.</u> When an employee is assigned to perform work in a higher classification for a normal workday, the employee shall be paid the rate of pay for hours worked in such classification. Preapproval by the Department Director or designee shall be required except for cases of emergency. Compensation for working out of class shall not result in any rights to a permanent classification.

# **ARTICLE 7 - SENIORITY**

- 7.1 Seniority. Except as provided in Sections 7.2, 7.5, and 7.6, "seniority" is the amount of continuous service within all operations of County government. Seniority shall date back to the date of hire, but shall not be established until completion of the "probationary period." An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure contained herein. The probationary period is a period of time constituting the final step of the competitive process for potential Career Service employees, normally constituting a period of thirteen (13) accruable pay cycles, or as otherwise established, unless extended up to a maximum of seven (7) additional pay cycles. 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 five (5) 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".

Seniority for employees of the Sheriff's Department, including for the purposes of layoff, shall be in accordance with Pierce County Sheriff's Employees Civil Service Rules.

- <u>7.2</u> 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 to higher job classifications covered by this Agreement shall be in accordance with the Administrative Guidelines for the Career Service or Civil Service Rules, as applicable.
- <u>7.4 Layoffs</u>. 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 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 be determined for Sheriff's Department employees in accordance with Civil Service Rules. For all others, seniority shall first be based on the amount of continuous service in the bargaining unit. If seniority continues to be equal, seniority shall next be determined based on the amount of continuous service within all operations of County government. If seniority still continues to be equal, the employees to be laid off shall be determined by "drawing lot" from among those employees whose seniority remains equal. No regular full-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same classification in the same bargaining unit, provided they are fully qualified to do the remaining work required to be performed as determined by the Employer. 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 or a previous class in which they held status in the bargaining unit to which the employee is presently assigned. Senior part-time employees only have the right to bump full-time employees if they accept the full-time position. Employees being laid off due to a reduction in force shall keep the Employer's Human Resources Department informed of their current address and telephone number.

- <u>7.5 Seniority List.</u> In the event of a potential layoff within a bargaining unit, the Human Resources Department shall publish a seniority list for layoff purposes in conformance with Article 7.4. In addition, the Human Resources Department will publish a seniority list for all other negotiated purposes in conformance with Article 7.1.
- 7.6 Recall within Bargaining Units. When the County again recalls employees in a bargaining unit after there has been a layoff in that bargaining unit, it shall first recall those employees who

were laid off from that bargaining unit in reverse order of their layoff, if they are available for work. 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. Employees laid off will be placed on a recall register for a period of up to twenty-four (24) consecutive months from the 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 fourteen (14) calendar days, shall be removed from the recall register. Such recall notice shall be sent by certified mail.

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. Specific to the Sheriff's Department, in the event more than five (5) employees are qualified for the position(s), the five (5) most senior employees shall be retained.

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

# **ARTICLE 8 - VACATIONS**

#### 8.1

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:

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

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

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

- 8.2 Part-time employees regularly scheduled to work one-half a normal workweek or more shall be entitled to a pro-rata portion of vacation benefits based on hours compensated exclusive of overtime pay, provided they are compensated at least seventy percent (70%) of their standard work hours.
- 8.3 New eligible employees shall earn vacation leave at the same rate as other eligible employees, but their vacation leave shall not be granted or accrued until they have completed thirteen (13) accruable pay cycles of employment. New employees terminating before they have completed thirteen (13) accruable pay cycles shall not be eligible for payment for accrued vacation leave upon such termination.
- <u>8.4</u> Eligible employees who have completed thirteen (13) accruable pay cycles shall be paid for unused accrued vacation leave days upon termination of employment.
- <u>8.5</u> Eligible employees may carry over a maximum balance of vacation leave of forty-five (45) days per year from one calendar year into the next calendar year. However, upon retirement or separation from County service, employees shall be paid for a maximum of sixty (60) days accumulated vacation leave.
- <u>8.6</u> 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 Department Head or designee that cannot be carried over as provided in Section 8.5 of this Article, shall, upon approval of the Human Resources Director, be allowed to carry over additional vacation leave provided it is used within the next six (6) months and may not be cashed out in a lump sum payment due to termination.

#### **ARTICLE 9 - HOLIDAYS**

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

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

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

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

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

# **ARTICLE 10 - SICK LEAVE**

10.1 Regular and limited duration full-time employees in a seventy percent (70%) accruable pay status per cycle, excluding overtime and standby pay, shall earn sick leave at the rate of 12/26 of a day per cycle, with no upper limit. Regular and limited duration part-time employees 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 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 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 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 workdays. 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.
- <u>10.6</u> 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 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.
- 10.8 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.
- 10.9 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-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.

#### 11.2 - Bereavement Leave.

- 11.2.1 In the event of a death in the immediate family of a regular full-time and part-time employee, three working days off to a maximum of twenty-four (24) hours with pay shall be granted to attend the funeral or complete burial arrangements for each death which occurs during a calendar year. A regular part-time employee shall receive a pro-rata share of bereavement leave based on their standard hours in a workweek. Immediate family shall be defined to include spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse of the employee. Immediate family includes biological, adopted, step or foster members. An additional three days of bereavement leave may be granted if authorized by the Department Director or designee in writing, if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.
- 11.2.2 Authorized use of the additional bereavement leave in Article 11.2.1 for out-of-state travel may be taken from either the employee's accrued sick leave balance or from the employee's accrued vacation leave balance, accrued compensatory time, or accrued personal holidays at the employee's option. Additional sick leave may be used in

conjunction with the death of an immediate family member if qualifying under current sick leave provisions.

11.3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of required military duty, training, or drills, including weekend drills, not exceeding a total of twenty-one (21) workdays during each year beginning October 1<sup>st</sup> and ending the following September 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**

- 12.1 A leave of absence without pay may be granted after completion of one (1) year of service and approval of the operations manager or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one (1) year may be granted with the approval of the elected official, operations manager or designee, plus the Human Resources operations manager or designee, and the Civil Service Commission, as applicable.
- 12.2 All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying their own medical benefit cost while in an unpaid leave status to ensure continued coverage. Hours covered by time-loss payments through the County's Workers' Compensation program for an on-the-job injury are considered to be in a "pay status" for up to a maximum of twenty-six (26) pay cycles per covered injury.

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

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

An 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.

- 12.3 Unless otherwise provided in Article 12.2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13) for a period not to exceed twelve (12) months.
- 12.4 Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with 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 Operating Manager agrees in writing to a longer period of unpaid leave.
- 12.5 Military Leave Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. An employee requesting reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

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

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

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

The current rates for 2022 are as follows:

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

Notwithstanding the above, part-time employees who received compensation for eighty (80) hours or more in the previous month shall be enrolled in Medical "Plan A" only. Eligible regular part-

time and limited duration part-time employees shall pay their additional pro-rata share of the premiums, as provided herein (see Article 13.4). Eligible regular and limited duration full-time and part-time employees may not opt-out of the medical and vision insurance benefits.

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

\$11.40

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

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

- 13.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of one thousand four hundred forty-nine dollars and seventy-four cents (\$1449.74) for Plan A or for Kaiser Permanente, through automatic monthly payroll deduction. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration parttime employee shall pay for any medical and vision premium in excess of one thousand four hundred forty-nine dollars and seventy-four cents (\$1449.74) for Plan A or for Kaiser Permanente, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.
- 13.5 Any portion of premiums to be paid by employees pursuant to this contract shall be paid by and are deemed to be authorized through automatic monthly payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement shall be made with the County.
- 13.6 In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular and limited duration full-time and part-time employees shall contribute any medical and vision premium in excess of one thousand four hundred forty-nine dollars and seventy-four cents (\$1449.74) for Plan A or for Kaiser Permanente or one hundred twenty-seven dollars and seventy-six cents (\$127.76) for the County's Washington Dental Service plan or one hundred twenty-one dollars and ninety-two cents (\$121.92) for the County's Willamette Dental of Washington plan and eligible regular and limited duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.
- 13.7 For employees on approved leave under the Family Medical Leave Act of 1993, as amended, and/or the Washington State Paid Family and Medical Leave Act, the County shall provide benefit continuation as required by the provisions of the Acts.
- 13.8 The County will provide, for eligible regular and limited duration full-time and part-time employees, a Flexible Spending Account plan under Section 125 of the Internal Revenue Code. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.
- 13.9 Effective January 1, 2023, and for the 2023 calendar year, the County will pay up to the first six percent (6%) increase (above the 2022 premium amount) of the total monthly premium for each medical/vision insurance plan for full-time employees (i.e., Plan A with vision or Kaiser

Permanente with vision). 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, for full-time employees, if the increase for a medical/vision plan is eight percent (8%) above the 2022 premiums, the County will pick up the first six percent (6%) and the employee will pick up the remaining two percent (2%). If the increase is ten and one-half percent (10.5%), the County will pick up the first six percent (6%) and the employee will pick up the remaining four and one-half percent (4.5%). If the increase is four percent (4%), the County will pay only the four percent (4%) increase.

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

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

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

## **ARTICLE 14 - RETIREMENT**

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

#### ARTICLE 15 - WORKERS COMPENSATION

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

## ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 - Definition. A grievance shall be defined as a dispute arising from a Management interpretation or application of the provisions of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this Agreement. For Sheriff's Department employees, grievances relating to discipline, suspension, demotion or removal or other Civil Service matters of employees shall be pursued only in accordance with RCW 41.14. All other grievances shall be processed pursuant to the procedures provided in this Agreement. Sheriff's Civil Service employees are governed by RCW 41.14 which shall control if it conflicts with 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 or the Pierce County Civil Service, as appropriate, 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.

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 ten (10) working days of receipt of the written grievance, the supervisor shall meet with the employee. Within ten (10) working days thereafter, a written decision shall be given to the employee.

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

Step 3: If the grievance is not settled at Step 2, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within ten (10) working days after receipt of the decision at Step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall 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 ten (10) working days after receipt of decision 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 expense and fees incumbent in presenting their respective case to the arbitrator, including attorney fees.

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

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Union or employees may have, and which relate to or concern the employees and the Employer; provided, however, in alleged discrimination in violation of subsection 2.1, an employee shall elect to apply the grievance procedure herein or the grievance procedure in the Pierce County Administrative Guidelines, but not both.

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

<u>16.5</u> 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.

<u>16.6</u> 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

- <u>17.1</u> There shall be no work stoppage, slow down, boycott, sympathy strike, refusal to cross a picket line or lock out for any reason regardless of whether the action of either party may be reasonably concluded as a violation of this Agreement or any law, policy or regulation during the life of this Agreement.
- 17.2 Employees who refuse to cross a legal primary picket line as recognized by the Union through its Secretary-Treasurer and the International 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, and employees employed in essential positions will perform their duties in accordance with paragraph 17.1 of this Article.

#### **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 subcontracting out of bargaining unit work which would result in the termination or layoff of bargaining unit employees. Upon request, the employer will meet and confer with the union over the effects of such subcontracting.

#### **ARTICLE 20 - EMPLOYEE RIGHTS**

- <u>20.1</u> The County may utilize both coaching and verbal counseling to address many topics and employees have no right to union representation during such discussions. 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 union shop steward or union representative present within a reasonable length of time.
- <u>20.2</u> The questioning by the Employer shall be during normal County business hours. The questioning of the employee shall take place in a reasonably private location.
- <u>20.3</u> No employee shall be required to take a polygraph test or similar test as a condition of continued employment.

- <u>20.4</u> At the request of the Union, the County will furnish the Union a copy of all bargaining unit final disciplinary actions.
- <u>20.5</u> Employees may give written authorization for the Union business representative to review their personnel file. Employees shall have the right to review their personnel file on break time, lunch time, or leave status, and request amendments of any statements in their file. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. The rebuttal will be attached to and maintained with the document being rebutted. Employee evaluations and letters of reprimand are subject to Steps 1, 2, and 3 only, of the grievance procedures contained herein. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement with the content of the evaluation.

#### **ARTICLE 21 – LABOR MANAGEMENT MEETINGS**

Both parties have agreed to establish a labor-management committee to meet quarterly, during regular working hours and on dates and times mutually agreed to by the parties, to communicate and potentially resolve issues of mutual interest. The union may designate one (1) bargaining unit employee from each represented Department to attend meetings, provided the Department is a subject of discussion at the meeting. Union staff may also attend meetings.

# **ARTICLE 22 SAFETY AND SANITATION**

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

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

- 23.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue.
- 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**

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

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

Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted to the Director of Human Resources or designee no later than one hundred fifty (150) 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 fifty (150) 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.

	EREOF the parties be 2022.	nereto have	executed this Agreemen	nt this <sup>27</sup> day of
TEAMSTERS 117	:	PIE	RCE COUNTY:	
By: Duta	10/25/202	22 By:	Bruce Dammeier	10/27/2022
JOHN SCEAR	CY Dat	ie .	BRUCE DAMMEIER	Date
Secretary-Trea	surer		County Executive	
		By:	Amy Spiegel	10/25/2022
		•	AMY M. SPIEGEL	Date
			Labor Relations Chief	Negotiator

# APPENDIX A

# PIERCE COUNTY and TEAMSTERS, LOCAL NO. 117

# REPRESENTED JOB CLASSIFICATIONS AND RANGES

Asses	sor/Treasurer	
	*Accounting Assistant 3	General 22
	Administrative Assistant	General 21
	Appraisal Assistant 1	General 12
	Appraisal Assistant 2	General 19
	Appraiser 1	Professional 5
	Appraiser 2	Professional 6
	*Appraiser 3	Professional 9
	*Appraiser Supervisor	Professional 11
	*GIS Cartographer 1	Professional 4
	*GIS Cartographer 2	
	Computer Systems Business Analyst 1	Professional 28
	Computer Systems Business Analyst 2	Professional 29
	Computer Systems Business Analyst 3	Professional 30
	Department Computer Support Specialist 2	
	Department Computer Support Specialist 3	Professional 30
	GIS Technician	Professional 3
	GIS Specialist	Professional 7
	Levy Specialist 1	General 23
	Levy Specialist 2	Professional 30
	*Office Assistant 1	General 5
	*Office Assistant 2	General 11
	*Office Assistant 3	
	*Office Assistant 4	Professional 36
	Project Analyst	
	Records Specialist	
	Segregator Technician 1	
	Segregator Technician 2	
	Segregator Technician 3	
	(One (1) Office Assistant is exempt as a confidential.)	
	((-))	
Clerk		
	*Accounting Assistant 1	General 10
	*Accounting Assistant 2	
	*Accounting Assistant 3	
	Computer Systems Business Analyst 1	
	Computer Systems Business Analyst 2	
	Domestic Relations Facilitator	

Exhibits Clerk	
Legal Assistant 1	
Legal Assistant 2	
Legal Assistant 3	
(One (1) Legal Assistant or one (1) Computer Systems Business confidential.)	s Analyst is exempt as a
Facilities Management	
Custodian 1	Maintenance/Trades 01
Custodian 2	
Facilities Maintenance Technician	
Facilities Engineer	
Facilities Maintenance Mechanic	
Facilities Maintenance Worker	
Facilities Maintenance Foreman	
Facilities Supplies Specialist	Maintenance/Trades 06
Medical Examiner	
Autopsy Technician	Professional 4
Autopsy Technician Lead	Professional 5
Medicolegal Death Investigator	Professional 5
Medicolegal Death Investigator Lead	Professional 6
Medical Office Assistant	General 14
Parks and Recreation Services	
Custodian 1	. Maintenance/Trades 01
Community Center Maintenance Coordinator	
Golf Course Coordinator	
Parks Maintenance Technician 1	
Parks Maintenance Technician 2	
Parks Maintenance Technician 3	. Maintenance/Trades 18
Parks Maintenance Technician 4	. Maintenance/Trades 28
Parks Specialist	. Maintenance/Trades 30
Sheriff's Department	
Forensic Investigator	Public Safety 14
Forensic Technician	
Property Room Officer	
Property Room Officer Lead	
Veterans' Bureau	
*Office Assistant 1	General 5
*Office Assistant 2	
Veterans' Officer	
*The reallocations outlined above will be effective January 10, 2022, fol	
of the 2022 general wage increase outlined in Article 6.1.1 of this agreen	

# ADDENDUM A ASSESSOR-TREASURER'S OFFICE

The following provisions replace and supersede or supplement like articles in the Teamsters Local Union No. 117 Collective Bargaining Agreement between Teamsters 117 and Pierce County as they apply to specified employees of the Assessor-Treasurer's Office. Should a conflict exist between the two, the provisions of the Addendum prevail.

#### A.1. Hours of Work and Overtime

Employees employed as Appraisers shall have the option of working flexible schedules, including four (4), ten (10) hour days or five (5), eight (8) hour days during the period daylight savings time is in effect or at other times if authorized by the Assessor-Treasurer. The employee shall provide the proposed schedule to their supervisor for approval. Approval shall not be unreasonably withheld. When operational needs require change to the flex schedule as determined by the Assessor-Treasurer, the employee shall vary the flex schedule and shall be allowed to resume the flex schedule when the operational need abates. It is anticipated that this will be for intermittent events and not a total revocation of Appraiser Flex times.

Other employees of the Assessor-Treasurer's Office shall be allowed to adjust their start and end times for their work days, with the approval of the Assessor-Treasurer or designee. The request for a change in start or end time shall not be unreasonably withheld. The Union and the Employer agree to work cooperatively to ensure the Assessor-Treasurer's Office has adequate coverage and operational needs are not compromised by the flex time.

# A.2 Appraiser Accreditation

Employee's whose duties require them to maintain an appraiser's accreditation with the Department of Revenue shall be allowed to attend continuing training courses offered by IAAO or equivalent vender on paid time for their regularly scheduled work hours, to maintain their accreditation. Tuition for these courses and any license fees will be paid by the Employer up to a maximum of five hundred dollars (\$500.00) biannually.

Employees may be limited to fifteen (15) hours of paid training every two (2) years, with additional hours granted at the County's discretion to employees pursuing additional IAAO designations such as RES, MAS, AAS, and CMS. For course work outside the required bi-annual training classes the County will allow, at its discretion, the employee to use vacation time to attend such courses. However, the employee will pay the tuition and travel costs on their own without County reimbursement. The County and the Employee will work in good faith to schedule such training in a way to coordinate with the needs and time demands of the Assessor-Treasurer's Office.

## ADDENDUM B FACILITIES MANAGEMENT

The following provisions replace and supersede or supplement like articles in the Teamsters Local Union No. 117 Collective Bargaining Agreement between Teamsters 117 and Pierce County as they apply to specified employees of the Facilities Management Department. Should a conflict exist between the two, the provisions of the Addendum prevail.

#### B.1 Shift Work

<u>B.1.1</u> Maintenance Mechanics, Facility Maintenance Technicians, and Facilities Custodians assigned to swing shift and graveyard shift, as defined by the County, shall be paid one dollar and twenty cents (\$1.20) per hour in addition to the base hourly rate of pay for hours worked on such shift. The shift differential rate increase from one dollar (\$1.00) to one dollar and twenty cents (\$1.20) per hour will be effective on the first day of the second pay cycle after full ratification of this agreement.

For employees of the Facilities Management Department, the County defines swing shift as a work shift which starts at 2:00 p.m. or later, and defines graveyard shift as a work shift starting at 10:00 p.m. or later.

<u>B.1.2</u> The Employer shall provide not less than forty-eight (48) hours' notice prior to assignment of Maintenance Mechanics or Facility Maintenance Technicians from day shift to swing or graveyard shift, except in cases of emergency. The Employer shall provide a minimum of seven (7) calendar days' notice of permanent schedule changes when reasonably possible.

#### B.2 Clothing and Footwear

<u>B.2.1</u> The Employer agrees to furnish eleven (11) work shirts, eleven (11) pants and one (1) jacket to the represented employees in Facilities Maintenance. Such items to be replaced as needed as determined by the Facilities Maintenance Supervisor. Employees will be required to wear this clothing during work hours.

B.2.2 The Employer agrees to provide employees in the classifications of Custodian, Facilities Maintenance Mechanic, Facilities Maintenance Technician, Facilities Maintenance Foreman, Facilities Maintenance Worker, Facilities Engineer, and Facilities Supplies Specialist a lump sum of two hundred dollars (\$200.00) annually (subject to legally required deductions) for substantial protective footwear as determined by the County by classification, which employees will be required to wear the specified footwear at all times while at work. Such lump sum will be paid once per year in the second pay cycle ending in September to all current and continuing full time employees in the classifications outlined above, who have completed their initial probation as of September 1 of each year. Probationary full-time employees in the classifications listed above will be eligible for the provision detailed in 6.5. There will be no pro-rata payments.

## B.3 Call Back.

Maintenance Mechanics and Facilities Maintenance Technicians who are called back to work after the close of their work shifts shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their base hourly rate of pay. Call back time shall begin at the time the employees leave their residence or other location and proceed to the work site and shall end at the time the employee returns home, but in no event will time compensated for commuting be longer than thirty (30) minutes after leaving the worksite. Subsequent hours worked on each such call back will be paid at one and one-half (1-1/2) times the employee's base hourly rate of pay.

- a. Call back will also include a directive to respond to a natural disaster, mass casualty situation, or an emergency requiring the employees to be present before their next scheduled shift.
- b. Call back does not include a requirement for an employee to report to work two (2) hours or less before the beginning of the employee's next schedule shift.

#### **B.4** Asbestos Premium

Employees in the Facilities Management Department, Maintenance Division performing asbestos removal work as directed by the Employer, shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours during which they are actually required to perform asbestos removal. The Certified Asbestos Supervisor in the Facilities Management Department, Maintenance Division leading asbestos removal work as directed by the Employer, shall be paid a premium of two dollars (\$2.00) per hour for all hours during which they are actually required to perform lead worker duties in the removal of asbestos. The increases for removal work from seventy-five cents (\$0.75) to one dollar and fifty cents (\$1.50) per hour and for lead work asbestos duties from one dollar (\$1.00) to two dollars (\$2.00) per hour are effective on the first day of the first pay cycle after Council\_ratification of this agreement.

# ADDENDUM C MEDICAL EXAMINER'S OFFICE

The following provisions replace and supersede or supplement like articles in the Teamsters Local Union No. 117 Collective Bargaining Agreement between Teamsters 117 and Pierce County as they apply to specified employees of the Medical Examiner's Office. Should a conflict exist between the two, the provisions of the Addendum prevail.

# C.1 Meal Periods and Rest Breaks.

Employees in the classifications of Medical Investigator and Autopsy Technician (including any Leads) assigned to the Medical Examiner's Office and any other employees specifically designated by the County shall receive meal and break periods included in their daily work hours as follows:

- a. Meal Periods. The Employer shall normally provide each employee with a paid thirty (30) minute meal period as part of the employee's regular eight (8) hour shift. The employee shall remain on duty during this period and is not guaranteed a full thirty (30) minutes of time to eat.
- <u>b. Rest Breaks</u>. The Employer shall normally provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute rest break during the second four (4) hour period in the work day as part of the employee's regular eight (8) hour shift. The employee shall remain on duty, subject to immediate callback or cancellation should the workload require it and the employee is not guaranteed a full fifteen (15) minutes of time to rest.

#### C.2 Shift Work.

- C.2.1 Medical Investigators assigned to swing shift and graveyard shift, as defined by the County, shall be paid one dollar and twenty cents (\$1.20) per hour in addition to the base hourly rate of pay for hours worked on such shift. The shift differential rate increase from one dollar (\$1.00) to one dollar and twenty cents (\$1.20) per hour will be effective on the first day of the second pay cycle after full ratification of this agreement.
- C.2.2 For employees of the Medical Examiner's Office only, swing shift hours begin at 1600 hours (4:00 pm) and continue until 2400 hours (midnight) daily. Graveyard shift begins at 0001 hours (midnight) and continues until 0800 hours (8:00 am) daily. The shift differential is paid for each swing and graveyard shift worked on any weekday or weekend or any hours worked within the swing and/or graveyard shifts.

# C.3 Clothing and Footwear.

<u>C.3.1</u> The Employer agrees to provide a washer and dryer on site to launder clothes; employees may choose to launder non-contaminated uniform clothing at home. Time spent laundering

clothing is expected to be de minimis and is not considered hours worked except to the extent that it crosses over regularly scheduled working hours.

- a. The Employer will furnish hats, gloves, coveralls, and traffic safety vests to be replaced when required as determined by the County. Further the Employer agrees to provide the following uniforms to Investigators:
  - 3-in-1 Response Jacket (Waterproof warm weather jacket with zip outliner)

The above may be replaced approximately every five (5) years or as needed, as determined by the County, due to wear and tear.

• Sturdy Work Boots (Full grain leather uppers, lightweight 100% waterproof, such as Danner Striker boots).

The above may be replaced approximately every four (4) years or as needed, as determined by the County, due to wear and tear.

- Six (6) pairs of tactical pants or TDU ripstop pants (or equivalent)
- Eight (8) shirts (any combination) of tactical polo, taclite long sleeve button-up, men's tactical long sleeve polo, women's tactical long sleeve polo, or men's short sleeve button up shirt, or women's short sleeve button up shirt.

The above may be replaced approximately every three (3) years or as needed, as determined by the County, due to wear and tear.

- One (1) Microfleece jacket
- One (1) Packable windbreaker jacket
- One (1) Microfleece vest
- One (1) Hat
- One (1) Duty belt (optional)

The above may be replaced as needed, as determined by the County.

- b. Employees are expected to be dressed in appropriate uniform/clothing and ready to work at the start of their shift.
- c. The Employer agrees to provide a lump sum of two hundred twenty-five dollars (\$225.00) annually (subject to legally required deductions) to the technical staff assisting with autopsies for the purchase of appropriate shoes to be worn only in the autopsy suite. Such lump sum will be paid once per year in the second pay cycle ending in September to all current and continuing full-time employees in the classifications of Lead Autopsy Technician and Autopsy Technician, who have completed their initial probation as of September 1 of each year. There will be no pro-rata payments.

#### C.4 Call Back.

Medical Investigators, Autopsy Technicians, and Lead Autopsy Technicians who are called back to work after the close of their work shifts shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their base hourly rate of pay. Call back time shall begin at the time the employees leave their residence or other location and proceed to the work site and shall end at the time the employee returns home, but in no event will time compensated for commuting be longer than thirty (30) minutes after leaving the worksite. Subsequent hours worked on each such call back will be paid at one and one-half (1-1/2) times the employee's base hourly rate of pay.

- a. Call back will also include a directive to respond to a natural disaster, mass casualty situation, or an emergency requiring the employees to be present before their next scheduled shift.
- b. Call back does not include a requirement for an employee to report to work two hours or less before the beginning of the employee's next schedule shift.
- c. Call back will also include a directive to delay the start time of an employee's next scheduled shift by more than two (2) hours. In the case of a delayed start time greater than two (2) hours, call back shall begin at the normally scheduled start time of the shift and end at the delayed start time. Call back for a delayed start time of two (2) hours or more shall take effect on the first day of the second pay cycle following full ratification of this agreement.

#### C.5 On-Call.

In order to ensure that an Autopsy Technician is available on non-business days, one Autopsy Technician (or Autopsy Technician Lead) may be designated to be on-call on each Saturday, Sunday or County-observed holiday from the hours of 8:00 a.m. to 4:00 p.m. Any Autopsy Technician who is designated to be on call shall be paid two (2) hours of straight time pay for each eight-hour on-call period on a Saturday, Sunday or holiday.

"On call" means the employee will remain within forty (40) miles of the Medical Examiner's Office, free from the effects of alcohol and/or any controlled substance and in communication via pager, radio or phone and so immediately available. If called to work while on-call, the employee shall report to the facility as soon as practicable, but generally within one (1) hour of receiving the call out. Compensated time starts at the time employees are dispatched outside of their regular working hours, but in no case will the employee be compensated for more than thirty (30) minutes prior to arrival at the work site.

An employee called out while in an on-call status will receive a minimum of two (2) hours pay at the appropriate rate of pay, in accordance with <u>C.4 above</u>, <u>Call Back</u>. If such called-out employee works beyond the minimum two (2) hours, they will be compensated for the actual hours worked

beyond the two hours at the appropriate rate of pay. Compensatory time must be mutually agreed to by the employee and Employer or the overtime premium shall be paid. If two (2) or more callouts are within the two (2) hour minimum, only one two (2) hour minimum shall apply.

# C.6 Training for Medical Investigators.

The County agrees to pay for ABMDI testing, training, certification and recertification provided all requests are approved in advance, and subject to the following requirements.

- a. All newly hired Medical Investigators are encouraged to sit for the ABMDI Certifications test at their earliest opportunity after being employed, but in no event later than eighteen (18) months after employment.
- b. All Medical Investigators must pass the ABMDI Certification within thirty (30) months of employment or they may be released from County employment for failure to meet the minimum qualifications of the position, at the County's discretion.
- c. All Medical Investigators are required to complete forty-five (45) hours of accreditation hours every five (5) years for their recertification. As such, Medical Investigators will be responsible for ensuring that they actively pursue accreditation hours on an annual basis.
- d. The Parties agree that failure to maintain the ABMDI Certification may result in a release from County employment for failure to meet the minimum requirements of the position, at the County's discretion.
- e. Pierce County agrees to pay for ABMDI testing, training, certification and recertification provided all requests are approved in advance.
- f. In the event that budgetary limitations prevent Pierce County from paying for ABMDI testing, training, certification or recertification, the requirement for ABMDI as a condition of employment will be suspended for those employees who were denied payment, until such payments are resumed.
- g. Nothing in this Agreement requires the County to agree to pay for specific employee selected training when in the County's determination other appropriate, less expensive training alternatives are available.

## C.7 Article 8 – Vacations.

If an employee of the Medical Examiner's Office has a significant prescheduled event (i.e., airline tickets, vacation/cruise reservations) on a pre-approved vacation and due to the County requiring them to work, they would be unable to attend that event; the County will reimburse the employee for their non-refundable expenses. These expenses must be made known to the employer prior to the employee being required to work on a preapproved vacation period and the expenses must not be otherwise reimbursable or refundable. The employee will be required to provide receipts or other acceptable independent verification of the expenses. The intent of this provision is to limit repayment for significant, preplanned events where the employee was not allowed to attend because of work requirements. It is not intended to cover such events as movies, parties, dinners and/or social events.

## C.8 Article 9 – Furlough Days.

- <u>C.8.1</u> The County may designate employees in the Medical Examiner's Office to receive furlough days in lieu of holidays. Such furlough days will be scheduled in advance (in the same manner as vacation leave is scheduled) and taken within the calendar year. All furlough days must be used or scheduled and approved to be used no later than October 1 of each calendar year. Any furlough days not scheduled and approved to be used by the October 1 deadline may only be scheduled and used during the remainder of the calendar year at the County's discretion; otherwise such days will be lost.
- C.8.2 Employees receiving furlough days in lieu of holidays will receive one and one-half (1-1/2) times the straight hourly rate of pay when they are required to work on the following holidays: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Staffing on these seven (7) holidays (specified herein) will typically be staffed as regular workdays; this will allow time off requests to be considered based on operational need as determined by the County.
- <u>C.8.3</u> Employees hired or terminated during the calendar year shall be entitled to furlough days or reimburse the Employer for used furlough days based upon the holidays remaining when they are hired or terminated.

# ADDENDUM D PARKS AND RECREATION

The following provisions replace and supersede or supplement like articles in the Teamsters Local Union No. 117 Collective Bargaining Agreement between Teamsters 117 and Pierce County as they apply to specified employees of the Parks and Recreation Department. Should a conflict exist between the two, the provisions of the Addendum prevail.

# D.1 Shift Work.

- <u>D.1.1</u> Parks Maintenance Technicians assigned to swing shift and graveyard shift and Parks Custodians assigned to swing shift, as defined by the County, shall be paid one dollar and twenty cents (\$1.20) per hour in addition to the base hourly rate of pay for hours worked on such shift. The shift differential rate increase from one dollar (\$1.00) to one dollar and twenty cents (\$1.20) per hour will be effective on the first day of the second pay cycle after full ratification of this agreement.
- <u>D.1.2</u> For employees of the Parks and Facilities Management Departments, the County defines swing shift as a work shift which starts at 2:00 p.m. or later, and defines graveyard shift as a work shift starting at 10:00 p.m. or later.
- <u>D.1.3</u> For Park Maintenance Technicians, the Employer shall provide a minimum of seven (7) calendar days' notice prior to reassignment from one primary work site to another, or prior to permanent assignment from day shift to swing or graveyard shift, except in cases of emergency or where the employee agrees to waive the seven (7) day notice. The primary worksite is that site to which the employee is required to report at the beginning of each shift.

## D.2 Clothing and Footwear.

- <u>D.2.1</u> Employees will be required to wear clothing provided by the County during work hours such that the employee's outermost visible clothing must, at all times, be an accepted portion of the division uniform (except when wearing employee-provided rain gear). Decisions regarding the style of clothing to be provided will be determined by the County, who will consider input from the employees.
- <u>D.2.2</u> The Employer agrees to furnish employees involved in the mixing and application of herbicides and insecticides with disposable masks, protective goggles when required, disposable coveralls, and, when required, a respirator.
- <u>D.2.3</u> The Employer agrees to furnish employees involved in spray painting operations with disposable masks, disposable coveralls, and, when required, a respirator.
- <u>D.2.4</u> The Employer agrees to furnish one set of leather chaps and vest at each park site where welding operations occur.

<u>D.2.5</u> The Employer agrees to furnish employees safety gear for routine maintenance duties including one (1) high visibility traffic safety vest, two (2) pairs of leather-palmed work gloves, one (1) pair clear safety glasses, one (1) pair shaded safety glasses, one (1) pair ear muffs, disposable ear plugs and hard hats as needed, as determined by the County.

<u>D.2.6</u> The Employer agrees to provide a lump sum of two hundred dollars (\$200.00) annually (subject to legally required deductions) for the purchase of a protective footwear (durable boot or shoe that has a protective reinforcement in the toe which protects the foot from falling objects or compression and sufficient sole protection to protect against objects piercing the sole of the shoe). The protective footwear shall be required to be worn at all times while at work. Such lump sum will be paid once per year in the second pay cycle ending in September to non-probationary, regular full-time maintenance employees. There will be no pro-rata payments. Probationary full-time maintenance employees will be eligible for the provision detailed in Section 6.5.

#### D.3 Tools.

The County will carry insurance or assume liability for Park employees required to provide tools necessary in the performance of their work, provided:

- a. The employees mark the tools, where practical, with their driver's license number.
- b. The employees maintain an updated inventory as specified by the Employer.
- c. The employees lock the tools in an adequate tool box and place them in a location designated by the Employer.
- d. The employees notify the Employer when the tools are removed from the County's premises.
- e. The Employer's liability will cover fire, flood or theft, subject to a twenty-five-dollar (\$25.00) employee deductible per incident. The employee shall report any loss immediately.

### D.4 Call Back.

Park Maintenance Technicians who are called back to work after the close of their work shifts shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their base hourly rate of pay. Call back time shall begin at the time the employees leave their residence or other location and proceed to the work site and shall end at the time the employee returns home, but in no event will time compensated for commuting be longer than thirty (30) minutes after leaving the worksite. Subsequent hours worked on each such call back will be paid at one and one-half (1-1/2) times the employee's base hourly rate of pay.

- a. Call back will also include a directive to respond to a natural disaster, mass casualty situation, or an emergency requiring the employees to be present before their next scheduled shift.
- b. Call back does not include a requirement for an employee to report to work two hours or less before the beginning of the employee's next schedule shift.

# D.5 Holidays.

In the event a Parks Department employee is scheduled to work on New Year's Day (January 1), Fourth of July (July 4), and/or Christmas Day (December 25), employees will be paid one and one half (1-1/2) times the straight hourly rate plus holiday pay for working that actual holiday. In the event the "observed" day of one (1) of the three (3) holidays specified herein and the "actual" day of the same holiday are both regularly scheduled work days, only one (1) of the days would be deemed the holiday. In no case would both the "observed" day and the "actual" day of any one holiday qualify under Article 9.1 as a holiday.

# ADDENDUM E SHERIFF'S DEPARTMENT

The following provisions replace and supersede or supplement like articles in the Teamsters Local Union No. 117 Collective Bargaining Agreement between Teamsters 117 and Pierce County as they apply to specified employees of the Sheriff's Department. Should a conflict exist between the two, the provisions of the Addendum prevail.

# E.1 Hours of Work and Overtime.

- <u>E.1.1</u> The normal workday shall be eight hours per day. The normal work week for part time employees shell be twenty (20) hours per week or more. All daily scheduled hours are exclusive of the meal period.
- <u>E.1.2</u> During each four (4) consecutive hours of scheduled work, employees will be entitled to a fifteen (15) minute break. Rest periods shall be scheduled by the supervisor to be taken as near the mid-point of each four (4) hours worked as possible, subject to the operational needs of the department.
- <u>E.1.3</u> Notwithstanding the above, employees in the classification of Forensic Investigator who are specifically designated to be on-call during the meal period shall receive meal and break periods included in their daily work hours as follows. On-call status must be designated by the supervisor and must be authorized by the Sheriff or their designee.
- <u>E.1.4</u> The Employer shall normally provide each employee with a paid thirty (30) minute meal period as part of the employee's regular eight (8) hour shift. The employee shall remain on duty during this period and is not guaranteed a full thirty (30) minutes of time to eat.
- <u>E.1.5</u> The Employer shall normally provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the workday, and a second fifteen (15) minute rest break during the second four (4) hour period in the workday as part of the employee's regular eight (8) hour shift. The employee shall remain on duty, subject to immediate callback or cancellation should the workload require it and the employee is not guaranteed a full fifteen (15) minutes of time to rest.
- <u>E.1.6</u> Overtime shall apply for hours compensated in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall be recorded to the nearest one-tenth (1/10th) of an hour, with a minimum of six (6) minutes of actual work qualifying for compensation. The number of minutes of actual work (greater than six (6)) shall be rounded to the nearest tenth of an hour. Payment for authorized overtime hours worked shall be pay or compensatory time, as authorized by the Department Head or designee when earned. Compensatory time shall be earned at time and one-half the hours for each overtime hour worked. Compensatory time accumulated shall not exceed ten (10) working days at any time. When compensatory time has been authorized and accrued, it may be used in accordance with the same policies and procedures as vacation accruals, provided that the County may require, at its discretion, an employee to use their compensatory time accruals prior to the use of vacation accruals.

Compensatory time must be mutually agreed to by the employee and Employer or the overtime premium shall be paid.

<u>E.1.7 Assignment of Talks/Public Appearances</u>. Forensic Investigators assigned public speaking engagements or directed to appear before a public gathering after the close of their workday shall receive a minimum of two (2) hours overtime. If the appearance requires more than two (2) hours, the additional time worked shall be paid at the overtime rate.

<u>E.1.8 Overtime for Out-of-County Residents</u>. For employees who reside outside Pierce County, the computation of overtime when an employee is called from their residence shall begin when the employee enters the boundaries of Pierce County or reaches the approved location of their individually assigned County vehicle.

# E.2 Wages

E.2.1 - On Call Employees required to be "on call" shall be paid two dollars and seventy cents (\$2.70) per hour on work nights, Monday through Friday, for those hours they are required to be "on call". Employees will be paid four (4) hours of base wage for each of the two (2) twenty-four (24) hour weekend "on call" shifts, starting Saturday morning and running to Sunday morning and Sunday morning to Monday morning. Employees on any "on call" shift which begins on a paid County holiday will be paid at time and one-half (1-1/2) the normal weekend rate for "on call" duty for twenty-four (24) hours. The increase from two dollars and sixty cents (\$2.60) per hour to two dollars and seventy cents (\$2.70) per hour is effective the first day of the second pay cycle following full ratification of this agreement.

"On call" means the employee at a minimum must be within Pierce County boundaries, sober, free from the effect of alcohol and/or any controlled substance, and in telecommunications (beeper, radio, phone) so immediately available. However, if an employee meets the requirements noted in Section E.7.1 below and has been approved to take a personally assigned vehicle home based on the ten-mile exception, such employee will be allowed to be on on-call duty from that location.

Employees called out while on an "on call" status, will receive the appropriate overtime rate of pay for a minimum of two (2) hours or the actual hours worked, whichever is greater, in addition to the "on call" pay. Pay for actual hours worked shall not begin until the employee enters the boundaries of Pierce County.

<u>E.2.2 - Call Back</u>. Forensic Investigators and Property Room employees who are called back to work after the close of their work shifts shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their base hourly rate of pay. Subsequent hours shall be at the overtime rate. Employees called out within two (2) hours or less of their next scheduled shift shall be compensated only for the additional time actually worked.

<u>E.2.3 - Premium Pay.</u> The Employer shall pay employees assigned as members on the Clandestine (Drug) Lab Team an allowance of thirty dollars (\$30.00) per pay cycle (bi-weekly) for any pay cycle in which the employee actually performs Clandestine Lab Team duties. The

Employer shall pay Forensic Investigators assigned to take aerial photographs thirty dollars (\$30.00) for any pay cycle in which the employee actually performs aerial photography duties. Forensic Investigators who were assigned to aerial photography duties prior to January 1, 1989, shall be eligible to receive this premium pay upon assignment. Employees hired on or after January 1, 1989, shall not be eligible to receive this premium pay until they have been certified as skilled/trained in aerial photography by the Forensic Investigation Supervisor. Forensic Investigators assigned to perform "firearms operability testing" shall be paid thirty dollars (\$30.00) for any pay cycle in which that work is assigned and performed. Premium pay shall not be stacked under more than one category; an employee qualifying for more than one category shall be compensated the same as an employee qualifying under a single category.

- <u>E.2.4 Damage to Personal Property in Line of Duty.</u> Employees who suffer loss or damage to eyeglasses and authorized personal property in the line of duty will have such personal property repaired and replaced at the expense of the Employer; provided further, that reimbursement for lost or damaged wristwatches and/or rings shall be limited to actual replacement cost up to one-hundred fifty dollars (\$150.00) per item, per incident, as determined by the Employer.
- <u>E.2.5</u> <u>Specialized Assignments</u>. Although Pierce County residency is not a condition of employment, an employee's response time from their out-of-County residence may be a factor, as determined by the Sheriff, in selecting an employee for regular or additional duty assignments which have an operational readiness component exceeding that of a standard assignment.
- <u>E.2.6 Pay for Work Performed in Higher Classifications.</u> When an employee is assigned to perform work in a higher classification for a minimum of four (4) hours or more of a normal workday, the employee shall be paid the rate of pay for those hours worked in the higher classification. Pre-approval by the Human Resources Director or designee shall be required except for cases of emergency. Compensation for working out of class shall not result in any rights to a permanent classification.

### E.3 Vacations.

<u>Vacation Bidding</u>. The Forensic Investigation Manager shall post a sign-up sheet no later than November 15 of each calendar year, in order for employees in the classification of Forensic Investigator to begin a sign-up process for vacation bidding for each following calendar year.

Each employee shall be allowed to schedule one vacation at a time. "One vacation" is a continuous period with no regularly scheduled work days included. After the employee schedules their first vacation period, it will be marked as "1<sup>st</sup>". No one will schedule a second vacation period until all employees have had the opportunity to schedule their first vacation.

Such sign up shall be rotated in order of seniority and each employee shall use due diligence to keep the sign-up sheet moving from one employee to the next in order for the process to be completed by January 1. The employees agree to have the schedule back to the Manager no later than December 24 so that any concerns or errors may be remedied prior to implementation beginning with the first pay cycle of the new year.

It is understood and agreed to by signatory parties that any dispute over this procedure is subject to Steps 1, 2 and 3 only of the grievance procedure. However, it is expected that any questions or concerns about this procedure should first be brought to the attention of the Forensic Investigation Manager and Administrative Bureau Chief for resolution.

# E.4 Holidays.

<u>E.4.1 - Pay Rate on Holiday.</u> All employees, except as provided in Section E.4.2 below, who work on the actual date of the County holiday designated in Article 9.1 shall be paid at the rate of time and one-half (1-1/2) of the straight-time hourly rate of pay, plus holiday pay at straight-time or an alternate day off as provided under Article 9.1.

<u>E.4.2</u> Employees who voluntarily request to work on the actual date of the County holiday designated in Article 9.1 shall be paid at the straight-time hourly rate of pay, plus the employee shall receive an alternate day off with pay which shall be scheduled with the department director or designee and must be taken within the first forty-five (45) days following the holiday. Employees voluntarily requesting to work on the County holiday must complete a department request for authorization form and have the request approved and signed by the department director or designee. This provision shall apply to the following holidays:

Martin Luther King Jr. Day Presidents' Day Memorial Day Labor Day Veterans' Day

## E.5 Compensated Leaves of Absence.

<u>E.5.1 – Administrative Leave</u>. Employees covered by this labor agreement are eligible for administrative leave in accordance with the conditions stated in the Pierce County Sheriff's Manual Section 2.07.122. Such decision to place an employee on administrative leave shall be solely at the discretion of the Sheriff or designee and such decision shall be subject to Steps 1, 2 and 3 only of the grievance process set forth in this Agreement.

<u>E.5.2 – Shared Leave</u>. Shared Leave Program administration shall be in accordance with and in adherence to the Administrative Guidelines for the Career Service, Chapter 3.70 – Shared Sick Leave Program, as written. The Shared Leave Program is exempt from any grievance procedures. Any disputes with the program are handled in accordance with the Administrative Guidelines for the Career Service, Chapter 3.70 – Shared Sick Leave Program, as written.

### E.6 Grievance Procedure.

Shop stewards involved in the grievance process shall be allowed paid release time from work for attendance at grievance meetings held at Steps 1, 2, 3 or 4, however, meetings occurring

on scheduled time-off or extending beyond the shop steward's scheduled shift shall result in no added compensation.

# E.7 Vehicles, Clothing and Equipment.

<u>E.7.1 - Assigned Vehicles.</u> Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment. Employees who are provided an individually assigned County vehicle shall not operate the vehicle outside Pierce County without prior permission of the Sheriff, except in the course of official business. Employees who reside outside Pierce County and who are provided an individually assigned County vehicle shall park their County vehicle during off-duty hours at a secure location approved by the Sheriff.

However, an employee who resides within ten (10) road miles from the nearest Pierce County line as of January 1, 2010, may apply to the Sheriff or their designee for permission to take the assigned vehicle home. The Sheriff or designee shall decide the eligibility of those employees to participate in the assigned vehicle program. Application for such exception must be received by the Sheriff no later than thirty (30) days after the ratification date of the 2010-2011 contract. No other exceptions to the Pierce County boundaries will be considered.

<u>E.7.2</u> Uniforms and all other equipment deemed necessary by the department will be furnished and /or replaced on an as needed basis as determined by the Employer's designee.

<u>E.8</u> Article 20.3 is not applicable to employees of the Sheriff's Department.

## E.9 Layoffs.

The appointing authority may lay off any employee in the classified service whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position because of changes in organization or other reasons outside the Employer's control which do not reflect discredit on the services of the employee; however, no regular employee shall be laid off while there are temporary or provisional employees in the same classification for which the regular employee is eligible and available.

Layoff of regular employees shall be made in inverse order of seniority in the classification involved. Wherever seniority does not establish a definite seniority differential, the order of layoffs shall be determined by the relative standing on the employment list from which appointed. In lieu of layoff, a regular or probationary employee may request a demotion to a position in a lower classification in which they have held regular status and bump the least senior employee in the lower classification.

# **SUPPLEMENTAL AGREEMENTS**

The following supplemental agreements applying to the Teamsters 117 General Bargaining Unit are explicitly extended for the period January 1, 2022, through and including December 30, 2023:

- Assessor-Treasurer Classification MOA dated October 2022
- COVID-19 Unpaid Standby Leave Status MOU dated April 17, 2020
- Facilities Management On-Call Program MOU dated October 2022
- Parks and Recreation 4x10 Schedule Pilot MOU dated October 2022
- Parks and Recreation COVID-19 Contracted Custodial Staff LOA dated July 9, 2020
- Superior Court Clerk LMC LOU dated October 2022

# MEMORANDUM OF AGREEMENT BY AND BETWEEN PIERCE COUNTY AND

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117 (REPRESENTING THE GENERAL UNIT - FACILITIES DEPARTMENT)

Re: On-Call Program

The parties, Pierce County (County) and the International Brotherhood of Teamsters Local Union No. 117 (Union), mutually agree to this Memorandum of Agreement (Agreement) regarding the Facilities Department On-call program, shall replace and supersede the Memorandum of Agreement by and between the County and the Union, dated June 28, 2018. The Agreement shall read as follows:

- 1. Qualified employees in job classifications of Facilities Maintenance Technician (steps 4 and 5 only), Facilities Maintenance Mechanic, and Facilities Maintenance Foreman shall staff the current on-call program. Employees' 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. Volunteers selected from the classifications identified above shall staff the on-call program. In the event not enough volunteers are available, as determined by the County, the County shall normally assign employees to be on-call using inverse seniority.
- 2. The Parties agree that employees required to be on-call shall be responsible for having reliable transportation available for call-out. Employees shall not bring family members or friends with them when responding to a call-out notice.
- 3. The Parties agree that as a general rule, arrival to the call-out work site shall occur no longer than one (1) hour after the call-out notice is received. On-call time starts at the time employees are dispatched outside of their regular working hours and after having left the work site at the end of the shift, but in no case will the employee be compensated for more than thirty (30) minutes prior to arrival at the work site.
- 4. The Parties agree that employees shall be compensated two dollars and eighty-five cents (\$2.85/hr.) per hour for all hours served in on-call status. The weekend on-call period shall generally be from mid-night Friday through 6:00 a.m. Monday. However, the County reserves the right to adjust the on-call period in an emergency, as determined by the County. The increase from two dollars and fifty cents (\$2.50) per hour to two dollars and eighty-five cents (\$2.85) per hour is effective the first day of the second pay cycle following full ratification of this agreement.
- 5. The Parties agree that an employee actually called out while on an on-call status will receive a minimum of two (2) hours pay at the appropriate rate of pay, plus pay for actual hours worked beyond the two (2) hour minimum. For call outs that can be handled remotely (e.g., via telephone, text, email, etc.), employees will receive a minimum of one (1) hour

of pay at the appropriate rate of pay, plus pay for actual hours worked beyond the one (1) hour minimum.

6. If two (2) or more callouts are within the two (2) hour minimum, only two (2) hours shall apply.

TEAMSTERS 117:		PIERCE COUNTY:	
By: Onto	10/25/2022	By: Bruce Dammeier	10/27/2022
JOHN SCEARCY	Date	BRUCE DAMMEIER	Date
Secretary-Treasurer		County Executive	
		By: Amy Spiegel	10/25/2022
		AMY M. SPIEGEL	Date
		Labor Relations Chief Negotiator	

# MEMORANDUM OF UNDERSTANDING BY AND BETWEEN PIERCE COUNTY AND

# INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117 (REPRESENTING THE GENERAL UNIT - FACILITIES DEPARTMENT)

Re: 4 x 10 Pilot Schedule

#### Background

This Memorandum of Understanding outlines the Parties' agreement regarding the Parks and Recreation Department's Sprinker 4/10 pilot schedule.

## Agreement

- 1. This pilot would only apply to the PMT1's, PMT2, and Park Specialist.
- 2. The start date is September 27, 2021, and the Department will evaluate the merits of the pilot schedule after 6 months, around the end of March 2022.
- 3. Shift differential pay provisions would be slightly altered for the duration of the program. Current contract language at Article 6.4.1 has swing shift differential pay starting at 2:00 p.m. or later:

"For employees of the Parks and Facilities Management Departments, the County defines swing shift as a work shift which starts at 2:00 p.m. or later, and defines graveyard shift as a work shift starting at 10:00 p.m. or later."

We agree to move that up to 1:00 p.m. for swing shift for the duration of this pilot in the Parks department, only for those employees assigned a 4x10 schedule.

4. As the pilot progresses, the Parks Department may make needed adjustments, but any adjustments would be communicated well in advance and in compliance with the notice requirements of Article 6.4.2:

"The Employer will attempt to provide at least one (1) weeks' notice, but shall provide a minimum of ninety-six (96) hours' notice prior to permanent assignment of Parks Maintenance Technicians from day shift to swing or graveyard shift, except in cases of emergency."

TEAMSTERS 1.17:

By: Druc Dammeier 10/27/2022

By: Bruce Dammeier 10/27/2022

By: Bruce Dammeier 10/27/2022

BRUCE DAMMEIER Date

County Fixe Cutive

By: Amy Spiegel 10/25/2022

AMY M. SPIEGEL Date

Labor Relations Chief Negotiator

# MEMORANDUM OF AGREEMENT BY AND BETWEEN PIERCE COUNTY

#### AND

#### INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117

Re: Assessor-Treasurer's Office

The following Memorandum of Agreement (MOA) is between Pierce County, hereafter the County, and the International Brotherhood of Teamsters Local Union No. 117, hereafter the Union, collectively referred to as the Parties.

The County will conduct an additional classification study specific to Office Assistants and Accounting Assistants in the Assessor Treasurer's Office. The Parties agree to the following regarding this classification study:

- 1. The purpose of this study will be to determine whether the positions are appropriately classified and compensated in comparison to the market.
- 2. The study will include, but not be limited to:
  - a. The opportunity for impacted employees to complete a Position Description Questionnaire (PDQ) will be provided in writing. Employees will be provided at least fourteen (14) calendar days to complete the PDQ.
  - b. The opportunity for the supervisor and Department Director to review and comment on completed PDQs.
  - c. The County conducting a market-based analysis of the work and compensation level of the impacted positions.
- 3. The study will be completed no later than (6) six months following implementation of the 2022-2023 Collective Bargaining Agreement.
- 4. The completed PDQs, market-based analysis, and study outcomes will be provided to the Union following the completion of the study.
- 5. Should the study result in the need to create a new classification, the County will provide notice to the Union and satisfy its bargaining obligations.

The Parties agree that this MOA is non-precedent setting and shall not limit, restrict, prevent, or require that the County or the Union enter into similar agreements in the future. This MOA is effective upon the date of full execution by the parties and expires on December 30, 2023.

TEA	MSTERS 1,17:		PIE	RCE COUNTY:	
By:	anto	10/25/2022	By:	Bruce Dammeier	10/27/2022
	JOHN SCEARCY	Date	,	BRUCE DAMMEIER	Date
	Secretary-Treasurer			County Executive	
			By:	Amy Spiegel	10/25/2022
			•	AMY M. SPIEGEL	Date
			Labor Relations Chief Negotiator		

#### LETTER OF UNDERSTANDING

#### BY AND BETWEEN

### PIERCE COUNTY

#### AND

## INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117

Re: Clerk of the Superior Court's Office

The parties agree to schedule a Labor-Management Committee (LMC) meeting specific to employees represented by the Teamsters, Local 117, in the Pierce County Clerk's Office. The purpose of this LMC will be to discuss the 37.5-hour workweek. The parties agree to the following regarding this Labor Management Committee:

- 1. The LMC will meet no later than December 31, 2022. Additional meetings may be held if mutually agreed to by the parties.
- 2. The committee will consist of up to four (4) employees appointed by the union and up to four (4) 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.

TEA	MSTERS 1,17:		PIERCE COUNTY:		
By:	Ar-to	10/25/2022	By: Bruce Dammeier	10/27/2022	
	JOHN SCEARCY	Date	BRUCE DAMMEIER	Date	
	Secretary-Treasurer		County Executive		
			By: Amy Spiegel	10/25/2022	
			AMY M. SPIEGEL	Date	
			Labor Relations Chief Negotiator		

# WEINGARTEN RECOMMENDATIONS TO EMPLOYEES1

The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:

- 1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
- 2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
  - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
  - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.

<sup>&</sup>lt;sup>1</sup> These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

<sup>&</sup>lt;sup>2</sup> These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

# **TEAMSTERS 117 MEMBER FORMS**



# www.teamsters117.org/member\_forms

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.