

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE**

**TACOMA-PIERCE COUNTY HEALTH DEPARTMENT**

**AND**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
LOCAL NO. 120,**

**TACOMA-PIERCE COUNTY PUBLIC HEALTH  
EMPLOYEES ASSOCIATION,**

**TEAMSTERS LOCAL UNION #117 – AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**January 1, 2023 – December 31, 2024**

<b>NOTICE TO ALL MEMBERS</b>
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**If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, 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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**PARTIES TO THIS AGREEMENT**

**ARTICLE 1 – PARTIES TO THIS AGREEMENT**

This Collective Bargaining Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the Tacoma-Pierce County Health Department, (hereinafter referred to as the “Department”), an independent body operating under a Board of Health (pursuant to an agreement entered into between the City of Tacoma and Pierce County, executed July 1, 1971, as amended) and the following enumerated Unions (hereinafter referred to collectively as the “Unions”), for the purpose of setting forth the terms and conditions of employment for those employees for whom the Department recognizes the Unions as the exclusive bargaining agents: holidayState Council of County and City Employees, Local No. 120 HD (hereinafter referred to singularly as “Local 120”); and Teamsters Local Union #117- Affiliated with the International Brotherhood of Teamsters (hereinafter referred to singularly as “Local 117”), and the Tacoma-Pierce County Public Health Employees Association, (hereinafter referred to singularly as the “Association”).

## ARTICLE 2 – DEFINITIONS

**2.1 Definition of Employee(s).** Whenever used in this Agreement, the term “employee(s)” or “bargaining unit employee(s)” means regular, project, and probationary employees working in the job classifications listed in Appendix A, and excludes:

- a. Employees whose job classifications are not listed in Appendix A;
- b. All Board of Health members, independent contractors, volunteers, the Director of the Department and employees appointed to their positions subject to approval by the Board of Health;
- c. Exempt employees of the Department as defined in RCW 41.56.030;
- d. Temporary employees working in a job classification listed in Appendix A hired for an indefinite, but limited, term of employment, not to exceed six (6) continuous months, during any period when additional work requires a temporarily augmented work force, in the event of an emergency, or to fill in for the absence of a bargaining unit employee. Temporary employees will not be used by the Department to supplant bargaining unit positions.

**2.2 Regular Employee.** Whenever used in this Agreement, the term “regular employee” means an employee hired for an indefinite term of employment who has successfully completed any applicable probationary period of employment as specified in Section 2.3.

**2.3 Probationary Employee or Probationary Period of Employment.**

- a. Whenever used in this Agreement, the term “probationary employee” means an employee serving the initial probationary period prior to achieving regular employee or project employee status.
- b. Whenever used in this Agreement, “initial probationary period” means the initial nine (9) months of work - including holidays but not including other leave - each new employee of the Department must complete in order to achieve regular employee or project employee status. Time spent by the employee in a position as a represented temporary employee immediately prior to hire as a project or regular employee in the same position (*i.e.*, a position filling the same role and performing substantially the same body of work within a program) will count towards the employee’s initial probationary period. During the initial probationary period, a probationary employee serves “at will” and may be terminated or disciplined without recourse to the grievance procedure. Each probationary employee will receive at least one performance evaluation during the initial probationary period, conducted at or near the end of the probationary employee’s sixth (6<sup>th</sup>) month of work.

DEFINITIONS

- c. Whenever used in this Agreement, “promotional probationary employee” means an employee serving a “promotional probationary period” prior to achieving regular or project employee status in a new position.
  - d. Whenever used in this Agreement, “promotional probationary period” shall mean a period of six (6) months of work—including holidays and up to eighty (80) hours of vacation leave but not including other leave—following promotion or transfer made at the employee’s request. Transfers initiated by the Department and transfers to a new position in the same classification or a previously held classification resulting from a reduction in force shall not be subject to a new probationary period. During the promotional probationary period, an employee may be returned to his or her most recently held position at the Department’s discretion and without recourse to the grievance procedure.
- 2.4 Project Employee.** Whenever used in this Agreement, the term “project employee” means an employee hired for a definite and limited term of employment in excess of six (6) months who has successfully completed any applicable probationary period as specified in Section 2.3.
- 2.5 Represented Temporary Employee.** Whenever used in this Agreement, the term “represented temporary employee” means an employee who has worked in a temporary position in a job classification listed in Appendix A for more than six (6) consecutive months but not more than twelve (12) consecutive months. Represented temporary employees will become members of the bargaining unit, and will be covered by the terms of this Agreement, beginning the first payroll period following the employees’ completion of six (6) months of continuous employment in a temporary position. Represented temporary employees serve “at will” and may be terminated or disciplined without recourse to the grievance procedure.
- 2.6 Designated Job Classification.** The job classification to which an employee is assigned by the Department at the time of initial hire shall be the employee’s “designated job classification” and shall remain the employee’s designated job classification unless the employee moves to another job classification by transfer, interim assignment, demotion, promotion, or reclassification, in which case the job classification to which the employee moves shall become the employee’s designated job classification.

### ARTICLE 3 – NON-DISCRIMINATION

- 3.1 Equal Employment Opportunity.** The Unions and the Department acknowledge their mutual support for equal employment opportunity and their commitment to abide by all governing non-discrimination statutes. It is mutually agreed that there shall be no discrimination based on race, color, religion, sex, sexual orientation, marital status, national origin, age, or the real or perceived presence of any sensory, mental or physical disability that does not prevent the proper performance of the job, unless based upon a bona fide occupational qualification.
- 3.2 Anti-Harassment and Non-Discrimination.** The Unions and the Department agree that all employees have a right to work in an environment free from discrimination or harassment related to race, color, religion, sex, sexual orientation, marital status, national origin, age, or disability. The Department prohibits discrimination and harassment and shall not tolerate acts of discrimination or harassment by or against its employees. The Department maintains a complaint procedure for employees who feel they have been subjected to discrimination or harassment and shall investigate complaints of discrimination or harassment promptly. The Department shall take appropriate corrective and/or disciplinary action against employees violating this policy. The Department prohibits acts of retaliation against persons filing or assisting in the investigation of discrimination or harassment complaints.
- 3.3 Reasonable Accommodation.** The Unions and the Department acknowledge their mutual support for the provision of reasonable accommodation to qualified employees with a disability and to employees based upon their religious tenets. After consultation with the employee, the Department shall have the sole discretion to determine the need for and the extent of accommodations it shall make for any qualified employee with a disability and for employees based upon their religious tenets. The Department may implement any such accommodation to the extent the accommodation does not conflict with this Agreement. The Department may place a qualified employee with a disability, who is not on layoff status, in a vacant position irrespective of any other employee's right of recall under Article 13 of this Agreement. If a proposed accommodation conflicts with any other provision of this Agreement, the parties shall engage in any impact bargaining required by Article 6 of this Agreement.
- 3.4 Union Activity.** Pursuant to RCW 41.56, as amended, the Union and the Department agree that there shall be no discrimination against union members or union officers because of membership in the Union or lawful union activity.
- 3.5 Interpretation.** Sections 3.1-3.4 shall be interpreted in accordance with applicable federal and state law, including but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Washington's Law Against Discrimination, Chapter 49.60 RCW, and the Public Employment Relations Act, Chapter 41.56 RCW.
- 3.6 Remedy.** An alleged violation of this Article is specifically excluded from the grievance and arbitration provisions contained in Article 8 of this Agreement; except insofar as an



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**NON-DISCRIMINATION**

employee who is reduced in rank or pay, suspended or discharged for violating this Article may file a grievance and proceed to arbitration under Article 8 of this Agreement.

ARTICLE 4 – UNION MEMBERSHIP

- 4.1 Indemnification of the Department.** The Unions agree to indemnify and save the Department harmless from any and all liabilities that arise out of or by reason of actions taken by the Department pursuant to this Article, including reimbursement for reasonable legal fees or expenses incurred in connection with any such action.
- 4.2 Union Membership.** All employees working in the bargaining unit(s) shall have the right to become a member of their respective Union.
- 4.3 Cancellation of Union Membership.** Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll authorization card. The Union will provide timely notice to the Department of the cancellation of dues authorization by a bargaining unit member. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after the Department's receipt of notice of cancellation from the Union.
- 4.4 Dues Authorization.** The Department agrees to deduct as soon as is feasible from the paycheck of each employee, who has so authorized it, the regular initiation fees and regular monthly dues uniformly required of members of the Unions. The amounts deducted shall be transmitted monthly to the Unions on behalf of the employees involved. Authorization by the employee shall be provided to the Union, which will provide written notification to the Department of the employee's authorization. Authorization may be revoked by the employee as described in Section 4.3 above. The performance of this function is recognized as a service to the Unions by the Department.
- 4.5 Member Information.** On a monthly basis, the Department will provide the following information to the Unions about each bargaining unit member: name, home address, home phone number, job classification, hourly rate, primary work location, most recent date of hire, and whether the employee has authorized deduction of Union dues.
- 4.6 Union Introduction.** During new hire orientation, a Union Officer or Shop Steward shall be permitted, for up to thirty (30) minutes and without loss of pay, to meet with new represented employee(s) as a group to discuss the responsibilities and benefits of Union membership. The Employer shall incur no costs for travel time or mileage for employee representatives.

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**UNION RECOGNITION**

**ARTICLE 5 – UNION RECOGNITION**

- 5.1** Except for those employees excluded from the bargaining unit in Section 2.1 of this Agreement or by operation of Chapter 41.56 RCW, as amended, the Department recognizes:
- a.** Local 120 as the exclusive bargaining representatives for the employees in the classifications listed in Appendix A (Local 120 bargaining unit);
  - b.** The Association as the exclusive bargaining representative for the employees listed in Appendix A (Association bargaining unit); and
  - c.** Local 117 as the exclusive bargaining representative for the employees listed in Appendix A (Local 117 bargaining unit).
- 5.2** If the Department or the Unions are not satisfied with the proof of membership in any bargaining unit, all parties agree to follow the procedures in Chapter 41.56 RCW, as amended.

**ARTICLE 6 – MANAGEMENT RIGHTS**

**6.1** The Union recognizes the prerogative of the Department to operate and manage its affairs in all respects in accordance with its lawful mandate and the powers or authority which the Department has not specifically abridged, delegated, or modified by this Agreement are retained by the Department.

**6.2** The direction of its working force is vested exclusively in the Department. This shall include but not be limited to, the right to:

- a. direct employees;
- b. hire, promote, transfer, assign, reassign, and retain employees;
- c. suspend, demote, discharge, or take other legitimate disciplinary action against employees for cause;
- d. relieve employees from duty because of lack of work or other legitimate reasons;
- e. maintain the efficiency of the operation entrusted to the Department;
- f. determine the methods, means, and personnel by which such operations are to be conducted; and
- g. take any actions necessary in conditions of emergency, regardless of prior commitments, to carry out the mission of the agency;

provided however, that items (a) through (g) shall not be in conflict with this Agreement or any supplemental agreements(s) between the Employer and the Unions, or with the Department resolutions and Personnel Rules.

**6.3** The Department shall give the Union reasonable advance notice prior to the exercise of any management right that, in the Department's opinion, may adversely affect a represented classification, and shall engage in any impact bargaining required by RCW 41.56, as amended.

**6.4** Except as provided in this Agreement, the Department may neither alter, amend, nor modify any matters subject to mandatory collective bargaining under RCW 41.56 (i.e., wages, hours, and working conditions) during the term of this Agreement without the agreement of the Unions.

ARTICLE 7 – UNION-MANAGEMENT RELATIONS

- 7.1 Shop Stewards and Non-Employee Representatives.** Shop stewards and non-employee representatives shall serve as the Unions' agents in the representation of employees. The Department shall have no obligation to recognize any employee as a shop steward unless the Unions have informed the Department's Human Resources Manager, in writing, of the employee's name and designation as a shop steward. Non-employee representatives include business representatives, other salaried union staff, regularly retained union legal counsel, but do not include attorneys or other agents retained for a specific cause. The Unions shall notify the Department of the name, address, telephone number, and email address of their business representatives or other salaried staff members having primary responsibility for matters involving the Department. If a Union has retained counsel that the Union wishes the Department to recognize under this provision or otherwise, then the Union shall give the Department the counsel's name, address, telephone number, email address, and WSBA number.
- 7.2 Compensation for Union Activity.** Except as is otherwise specifically provided in this Article, the Department shall not compensate bargaining unit employees and shop stewards for union activities.
- a. The Department shall pay one (1) shop steward per bargaining unit, at the straight time rate of pay for the shop steward's designated job classification, for scheduled work hours in attendance at formal negotiations for successor collective bargaining agreements between the Department and the shop steward's bargaining unit.
  - b. One (1) shop steward and/or one (1) non-employee representative may attend grievance meetings convened at Steps 1 through 3 of the grievance and arbitration procedure set forth in Article 8. The Department shall pay one (1) shop steward at the straight time rate of pay for the shop steward's designated job classification, for scheduled work hours in attendance at that meeting.
  - c. One (1) shop steward and/or one (1) non-employee representative may attend an investigatory interview or a pre-disciplinary meeting convened pursuant to Section 14.4 of this Agreement. The Department shall pay one (1) shop steward at the straight time rate of pay for the shop steward's designated job classification, for scheduled work hours in attendance at meetings convened pursuant to Section 14.4 of this Agreement.
  - d. Shop stewards may answer employee questions about Union-related matters during work time provided that such interactions do not disrupt Department operations or require more than *de minimis* amounts of time. Employees who wish to discuss a matter with a Union shop steward in a manner that will require more than *de minimis* time away from work are expected to do so during break time, a meal period, or outside of work hours. Shop stewards are expected to abide by and remind Employees of this obligation.

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**UNION-MANAGEMENT RELATIONS**

- 7.3 Department Bulletin Boards.** The Unions may use Department premises and property to communicate Union business to the membership only as provided in this Article. The Unions may use designated space on the non-electronic Human Resources bulletin board and may maintain a separate non-electronic "Union" bulletin board at any work locations having three (3) or more represented members to communicate normal and usual Union business to the membership. Specific placement of bulletin boards in these work locations shall be subject to the approval of the Director of Health or designee. Prior to posting Union materials on any work location bulletin board, the Unions shall first post the Union materials on the Department's Human Resources bulletin board. The Unions shall notify the Department of the officially designated union representatives who shall be responsible for posting and maintaining Union materials on these bulletin boards. The Department reserves the right to prohibit the posting and to remove material that has not been included on the Human Resources bulletin board or material that the Department reasonably concludes shall be disruptive of the operations of the Department.
- 7.4 Department Notification to the Union.** The Department shall furnish to each affected Union a list of new hires in the affected Union's respective bargaining unit each month.
- 7.5 Union Visitation.** After reasonable advance notice to the Human Resources Manager, and at a reasonable time mutually agreeable to the Department and the affected Union, one (1) authorized representative of the affected Union or one (1) shop steward may visit the work location of bargaining unit employees for the purpose of investigating job conditions affecting its bargaining unit employees. Any such Union representative or shop steward shall confine their activities during any such visit to matters relating to administration of this Agreement. No advance notice is required for visits to review safety conditions.
- 7.6 Union Activities.** Except as specifically provided in this Article, neither employees, shop stewards, nor Union representatives may conduct internal Union business or promote the Unions or their affairs during such employees' work time or in view or earshot of the public. The Unions may conduct meetings during regularly scheduled lunch breaks and at other times outside of the regularly scheduled work time of the employees who participate in the meeting. When such meetings are conducted on Department property, the Unions shall give the Human Resources Manager two (2) days prior notice of the time, location and expected duration of the meeting. Employees who attend such meetings shall be responsible for either confining their attendance to their non-work time or obtaining prior approval for use of leave or other approved time. With the prior consent of the Human Resources Manager, which shall not unreasonably be denied, the Unions may use the Department's auditorium, conference rooms, or other meeting areas to conduct internal Union business so long as the meeting is neither visible nor audible to the public and the Department does not have a conflicting need for the space.
- 7.7 Publicizing the Agreement.** The Department maintains and employees may review the Agreement in the Department's Human Resources Office and such other locations as may be identified from time to time by mutual agreement.

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**UNION-MANAGEMENT RELATIONS**

- 7.8 Labor/Management Committee.** The Unions and the Department agree to establish an ad hoc joint Labor/Management Committee to discuss matters of mutual interest. The committee shall meet at the request of either the Unions or the Department. The committee is not to be used as a substitute for the grievance procedure, nor as a substitute for formal contract negotiations.

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**COMPLAINTS, GRIEVANCES, AND ARBITRATION**

**ARTICLE 8 – COMPLAINTS, GRIEVANCES, AND ARBITRATION**

- 8.1 Definition of a Grievance.** For purposes of this Agreement, a grievance is a dispute arising during the term of this Agreement between an employee and/or a union and the Department involving an alleged breach, misapplication or misinterpretation of the express terms of this Agreement.
- 8.2 Election of Remedies.** The parties expect the procedures contained in this Agreement, if applicable, to be the sole remedy for grievances. The parties also recognize that employees have legal rights independent of this Agreement. If the Union seeks arbitration of a dispute within processes established by this Agreement, that election shall be deemed to have waived external remedies to the extent allowed by state and federal law. If an employee or Union seeks redress or review from any external body, whether administrative or judicial, then whether or not such body accepts the matter for review, they have elected the external remedy to the exclusion of all rights under this Agreement.
- 8.3 Informal Resolution.** Employees are encouraged to attempt to resolve potential grievances through informal discussion with their supervisor(s). Any resolution at this level shall be non-precedent setting. Employees are encouraged to contact their Union steward or representative if they believe they have grounds to pursue a grievance.
- 8.4 Required Content of Grievances.** A grievance must:
- a. Be submitted in writing,
  - b. Describe the facts giving rise to the grievance with sufficient particularity to permit the Department to understand the general nature of the grievance,
  - c. Identify the provision(s) of the Agreement alleged to have been violated,
  - d. Identify the affected employee(s),
  - e. Identify the remedy sought,
  - f. Be signed and dated by the Union steward or representative and/or the affected employee.
- 8.5 Procedural Steps.**
- a. **Step 1 – Written Grievance to Hiring Authority.**
    - 1. Regardless of the status of any informal discussion regarding a grievance, to be timely, an employee(s) or the Union must submit the grievance in writing no later than twenty-one (21) calendar days after the event giving rise to the complaint or twenty-one (21) calendar days after the Union or employee reasonably should have learned of the event, whichever is



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earlier. The grievance must be submitted to the Human Resources Manager for transmission to the employee's Hiring Authority.

2. The hiring authority may meet with the Union shop steward or representative and/or the employee after receiving the written grievance.
3. The hiring authority shall deliver to the Union and the employee(s) a written response to the grievance, signed and dated by the hiring authority, within fourteen (14) calendar days after receipt of the grievance or a meeting held under Paragraph 2 above, whichever is later.

**b. Step 2 – Written Appeal to the Director of Health.**

1. If the grievance is not resolved at Step 1, then the Union may deliver a written appeal to the Director of Health, via the Human Resources Manager, within fourteen (14) calendar days of receiving the hiring authority's response. The Director of Health may designate the Deputy Director to provide the Department's response at Step 2.
2. The Director of Health (or designee) shall meet with the Union's shop steward or representative and the employee (if appropriate) not later than fourteen (14) calendar days after receipt of the written appeal.
3. The Director of Health (or designee) shall answer the grievance in writing no later than fourteen (14) calendar days after this meeting. Unless it is timely appealed to arbitration by the Union, this answer shall be final and binding on the employee(s), the Union, and the Department.

- c. Step 3 – Arbitration.** If the grievance is not resolved at Step 2, then the Union may demand arbitration in writing addressed to the Human Resources Manager within fourteen (14) calendar days of receipt of the Director of Health's decision.

**8.6 Selection of Arbitrator.**

- a. If the parties agree on an arbitrator, then the Employer or the involved Union(s) shall notify the arbitrator of their selection by a letter.
- b. If the parties do not agree on the selection of an arbitrator within fourteen (14) calendar days from receipt of the demand for arbitration, the Union shall request the American Arbitration Association to provide a list of eleven (11) qualified arbitrators from either Oregon or Washington to the parties, from which list the arbitrator shall be selected by the following process. Absent agreement of the parties to a designated arbitrator from the list, the parties shall each strike a name from the list, with the losing party of a coin toss striking first, until one (1) name remains on the list. The person whose name remains on the list shall be the duly selected arbitrator and shall be notified by the Employer or the Union(s) involved.

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**8.7 Jurisdiction of Arbitrator.**

- a. The grievance submitted to the arbitrator shall be the original written, grievance unless the Union and the Department have agreed to a restatement of the grievance.
- b. Only one (1) grievance may be submitted to the same arbitrator at one (1) hearing, unless otherwise stipulated in writing by the parties before scheduling the arbitration.
- c. The arbitrator may only interpret and apply the express provision(s) of the Agreement at issue between the parties and determine whether there has been a violation of a provision of this Agreement.
- d. The Arbitrator may neither add to, subtract from, alter, change, or modify any provision of the Agreement; nor limit or impair any common law right of the Department or the Union; nor impose on either party a limitation or obligation not explicitly provided for in this Agreement.
- e. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits, and shall not include compensatory or punitive damages.
- f. Any dispute over the application of the arbitrator's award shall be returned to the arbitrator for resolution.

**8.8 Arbitration Procedures.**

- a. The Department and the Union may hold a pre-arbitration conference before a scheduled arbitration to discuss and narrow issues, to explore settlement, and to address other matters relevant to the arbitration proceeding.
- b. The arbitration hearing shall be conducted under the rules and regulations as set forth by the American Arbitration Association.
- c. The written award of the arbitrator shall be based solely on the evidence presented by the parties in the presence of each other.
- d. The parties shall ask the arbitrator to render a decision as quickly as possible but, in any event, not later than thirty (30) calendar days after the conclusion of the arbitration hearing unless the parties agree to extend the time limit.
- e. The written award of the arbitrator shall be final and binding upon the Union(s), the Department, and the affected employee(s); except that the Union(s) or Employer may file suit for judicial review of the award as permitted by law.

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**8.9 Fees and Expenses of Arbitration.** The parties shall share the fees and expenses of the arbitrator equally; otherwise each party shall bear its own arbitration expenses including attorney fees.

**8.10 Exclusions.**

**a.** Disputes involving the following are expressly excluded from the grievance and arbitration procedures in this Article:

1. A non-disciplinary investigative or other administrative suspension with pay;
2. Oral warnings and written reprimands may be grieved only to Step 1 of the grievance process;
3. Any disciplinary action imposed on represented temporary or probationary employees;
4. A harmless error in the pre-dismissal and pre-disciplinary procedures contained in Section 14.4 of the Agreement;
5. A claimed violation of the non-discrimination provisions contained in Article 3 of the Agreement;
6. A claimed violation of the interim job assignment posting and recruiting procedures contained in Article 11 of this Agreement;
7. Non-selection for an interim job assignment under Article 11 of this Agreement;
8. An opinion of a physician selected by the Department and the employee's physician under Section 10.11;
9. A claimed violation of the donated leave policy;
10. A dispute over the Department's decision to grant or deny a requested additional promotional increase under Section 16.10;
11. Disputes over program direction, the allocation of resources, or other exclusive management rights; and
12. Any other violation of the express term of the Agreement specifically excluded from these grievance procedures.

**b.** The following shall not be subject to arbitration:

1. Any complaint not subject to the grievance process.

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2. A claimed violation of the procedure for conducting a desk audit under the reclassification policy contained in Article 16 of this Agreement or a decision thereunder.
3. Any other violation of the express terms of the Agreement expressly excluded from these arbitration procedures.

- 8.11 Effect of Time Limitations.** The Department shall not accept a grievance unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted at Step 1 (or where applicable, Step 2), it shall be deemed waived. If the grievance is not timely appealed to Step 2, it shall be deemed to have been settled in accordance with the Department's Step 1 answer. If the Human Resources Manager does not receive written notice of intent to arbitrate within fourteen (14) calendar days of delivery of the Director of Health's written response, then arbitration shall be waived and the Director of Health's response shall resolve the matter. If the Department fails to answer within the time limits set forth above, and the grievance concerns a matter which can be appealed to the next step of the grievance procedure under this Agreement, the Union may proceed to the next step. The Department and the Union(s) may extend the time limits in this Article by written agreement.
- 8.12 Class Action Grievances.** The parties recognize the importance of consistency, efficiency, fairness, and full examination to this grievance process. If two (2) or more grievances raise substantially similar concerns, then the Human Resources Manager and the Union(s) may agree to consolidate the grievances.
- 8.13 Resolutions of Discharge or Disciplinary Action.** An appeal by a regular or project employee of a disciplinary suspension, reduction in rank or pay, or discharge must be initiated at Step 2 of the grievance procedure within twenty-one (21) calendar days of the date the grievant was notified of the discipline decision.
- 8.14 Disputes about Posting Requirements for Interim Positions.** If the Union believes that the Department has not met the requirements of Article 11 for posting an interim job announcement and the interim job shall extend beyond thirty (30) calendar days, then the Union may bring the alleged deficiency to the attention of the Human Resources Manager.
- 8.15 Effect of Decision on Subsequent Disputes.** An arbitrator's interpretation of this contract shall generally control subsequent disputes between the Department and the same Union(s) presenting the same question. An arbitrator's interpretation of this contract may be offered into evidence but will not necessarily control a subsequent dispute between the Department and a Union that did not participate in the first arbitration unless the Department and the Union agree to be bound by the interpretation.

## ARTICLE 9 – HOURS OF WORK

- 9.1 Work Week.** Unless otherwise agreed in writing, the work week for purposes of calculating overtime shall consist of seven (7) days beginning immediately at 12:01 A.M. on Monday. The standard work week shall consist of forty (40) hours of work Monday through Friday; provided that special programs or the needs of the Department may necessitate work on Saturday or Sunday.
- 9.2 Work Schedules.** The Department will determine the schedule for all employees and any changes to the schedule subject to the provisions of this Article. Absent mutual agreement, employees will not be scheduled to work split shifts. Nothing in this Section or this Article will prevent the Department from changing schedules to respond to emergency situations.
- a. Full-Time Schedules.** All full-time employees will be assigned to one of the following schedules:
- 1. 5/8s.** Five (5) consecutive days with eight- (8) hours of work in no more than a nine- (9) hour span, followed by two (2) consecutive days off. The Department will determine the starting and ending times and workdays based on the requirements of the position and operational need.
  - 2. 4/10s.** Four (4) consecutive days with ten- (10) hours of work in no more than an eleven- (11) hour span followed by three (3) consecutive days off. The Department will determine the starting and ending times and workdays based on the requirements of the position and operational need.
  - 3. Alternate Work Schedules.** Employees may be assigned to work weeks and work shifts of different lengths in order to meet business and customer service needs or in response to employee request. An alternate schedule will include at least two (2) consecutive days off.
- b. Part-Time Schedules.** The Department will determine the schedule for part-time employees based on operational needs and the role of the employee. Part-time schedules will include at least two (2) consecutive days off.
- c. Flexible Schedules.** If mutually agreed between the employee and their immediate supervisor, an employee may work an alternate schedule with flexible starting and ending times set by agreement that does not reduce the number of work hours during the work week. Employees working an adjusted work day must flex their hours within the same workweek.
- 9.3 Schedule Changes.** The Department may change an employee's schedule by providing the affected employee(s) at least thirty (30) calendar days' prior written notice. The day notification is given is considered the first day of notice. Schedule changes may be made with less notice than required by this Section; provided that an employee assigned to a

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schedule change with less notice will be given the option to work his or her normal schedule in addition to the modified schedule for the thirty (30) calendar days following notice. An employee's schedule will not be changed in order to eliminate a previously scheduled overtime opportunity.

**9.4 Meal Periods.** The parties agree to meal and break periods for employees that vary from and supersede the meal and break period requirements of WAC 296-126-092.

- a. Employees will receive a minimum of one-half (1/2) hour off, without pay, for a meal during any shift lasting longer than five (5) hours. The Department shall make a reasonable effort to assign employees their lunch period reasonably close to the middle one-third (1/3) of their shift and shall make a reasonable effort to not interrupt the employee's meal period. An employee whose meal period is interrupted by work duties to the extent that it cannot be reasonably completed within the middle one-third (1/3) of their shift shall be entitled to compensation for the portion of the meal period he or she was required to work. Employees must promptly notify their supervisor when they are unable to complete their meal period due to work interruptions. Employees are not obligated to interrupt their meal period except in an emergency or when directed by their supervisor or designee.
- b. Employees will be allowed a paid rest period of fifteen (15) minutes in each one-half (1/2) shift of four (4) or more hours in duration. Where the nature of the employee's work allows the employee to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required.
- c. Meal and rest periods may not be used for late arrival or early departure from work except in special circumstances and with prior approval of the employee's supervisor.

**9.5 Work Interruptions During Off-Duty Time.** Time spent by non-exempt employees responding to work-related calls that occur during off-duty hours and require a response of five minutes or more will be considered hours worked. Employees will receive a minimum of one-half (1/2) hour of compensation for each such interruption. If the employee is required to respond, that employee will instead be compensated based on section 9.6 of this Article.

**9.6 Call Back Pay.** When an employee is required to return to a work site outside of regularly scheduled hours, the employee will be paid for a minimum of two (2) hours of work. Work time will begin when the employee arrives at the assigned work site or reports to the Department to collect an assigned vehicle. The minimum payment provided in this section will not apply to time worked immediately preceding the regular shift.

**ARTICLE 10 – WORKING CONDITIONS**

**10.1 Direct Deposit.** Each employee shall either:

- a. Designate an account that can accept direct deposits from the Department and into which the Department shall deposit wages and other moneys at least every other Friday and an address to which the Department or its agent may send the deposit advice; or
- b. Provide the Department an address to which the Department or its agent may mail checks when necessary. The Department will provide a Direct Deposit Advice to each employee confirming direct deposits to their account.

**10.2 Reimbursement for Authorized Expenses.** The Department shall reimburse employees for travel and other authorized expenses reasonably and necessarily incurred within the scope of their employment, as provided by Department's Reimbursement of Expenses policy. The Department will notify employees in advance of any change in its policy regarding expense reimbursement. Employees submitting complete reimbursement requests will be reimbursed via the next available payroll deposit.

**10.3 Mileage Reimbursement and Vehicle Insurance.**

- a. An employee that is required and authorized to use a private vehicle on Department business shall be reimbursed at the current IRS-approved amount per mile. Any increase in the IRS-approved amount shall be effective upon official notification to the Department.
- b. The reimbursement for any one trip beyond a radius of 400 miles from the City of Tacoma may not exceed the amount of a round trip first class railroad or air-coach fare, whichever is lower, to and from the point of destination.
- c. An employee that uses a private vehicle in the performance of Department duties must maintain adequate vehicle insurance as required by law.

**10.4 License and Certification Fees.**

- a. If the Department requires a regular or project employee to possess a current Washington State license or certification – other than a valid driver's license – as a condition of employment, then the Department shall directly pay, or reimburse the regular or project employee for the annual renewal cost of the license or certification.
- b. Regular and project employees who hold a required certification or license that requires continuing education or training as a condition of renewal will be allowed to complete required training/continuing education on work time. Employees are required to coordinate and schedule all such activities with the prior approval of their supervisor, which will not be unreasonably denied. Where

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possible, employees are expected to submit requests a minimum of thirty (30) calendar days in advance of the activity.

**10.5 Employee Work Attire and Appearance.** The dress and personal appearance of employees during working time should be appropriate in light of the employee's assignment and the environment in which the employee works. The supervisor may direct the employee to modify dress or personal appearance on any occasion in which appearance becomes an issue. If the employee must leave the premises in order to comply with the supervisor's direction, the employee shall be given a reasonable amount of paid time necessary to return home, change attire, and return to work. Discipline or loss of pay or benefits imposed for a violation of this Article is subject to the provisions of Article 14.

**10.6 Safety Standards.** The Department and the Unions shall comply with all applicable laws, rules, and regulations governing safety in the workplace. Employees who violate safety laws, rules, or regulations may be subject to disciplinary action.

**10.7 Pecuniary Interest.** No officer or employee of the Department shall be beneficially interested, directly or indirectly, in any contract, sale, lease, or purchase with or for the use of the Department, or accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested therein. Violation of any provision of this rule shall result in termination and the contract, sale, lease or purchase shall be void.

**10.8 Conflict of Interest.**

**a. Employment or Activities Affecting Department Employment.** If an employee engages in any occupation or activity that

1. Is incompatible or interferes with the proper discharge of Department duties,
2. May impair independence of judgment or action, or
3. Otherwise may interfere with or impede the proper performance of the employee's Department duties,

then the employee may be subject to disciplinary action, up to and including discharge, depending upon the severity of the offense.

**b. Misuse of Resources or Position.**

1. If an employee uses
  - A. The employee's Department position,
  - B. Any confidential information received therefrom, or



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- C. Any Department resources including but not limited to any person, funds, or property under the employee's control or influence

for any private purpose, then the employee may be subject to disciplinary action, up to and including discharge, depending upon the severity of the offense.

- 2. Private purposes include, without limitation: commercial purposes, financial gain, present or future employment, and any benefit received by the employee, members of that employee's immediate family, or any business with which the employee is associated.
- 3. Except as allowed by law, if an employee appropriates rights to any invention or creation for which Department time, equipment, supplies, facilities or trade secrets were used, then the employee may be subject to disciplinary action, up to and including discharge, depending upon the severity of the offense.

**c. Employment of Relatives.**

- 1. If an employee
  - A. Has the authority or practical power to supervise, hire, assign, remove, or discipline a relative,
  - B. Is responsible for auditing or evaluating the work of a relative, or
  - C. Faces other circumstances that threaten a reasonably foreseeable conflict between the Department's interest and the interests of the employee or the relative,

then the potential for a conflict of interest shall require action to separate the two (2) employees. If the Department in its sole discretion cannot, after consultation with their Union(s), identify a satisfactory transfer for one of the employees, then the Department shall determine which of the two (2) employees shall incur a reduction in force.

- 2. The relatives to which this Section applies are as follows: spouse or domestic partner, father, mother, father-in-law, mother-in-law, step-parent, foster parent, brother, sister, step-brother, step-sister, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or relatives of the spouse or domestic partner of the employee in the same categories of relationship.
- 3. If the affected relatives are married or domestic partners and if the Department cannot identify a satisfactory transfer for either employee, then they shall determine which employee shall incur a reduction in force.

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**10.9 Outside Activities.** Except as otherwise provided in this Agreement, no employee shall be asked to account for activities outside of working hours nor shall any employee be required to provide any details concerning any employment outside the Department unless the Department has reasonable cause to believe that the employee is in violation of this Article or that activities outside working hours otherwise conflict or interfere with, impede, or impair the employee's ability to fulfill Department responsibilities. Reasonable cause means a reasonable ground for belief in the existence of facts warranting the inquiry.

**10.10 Falsification, Deception and Misrepresentation.** No employee shall willfully or knowingly falsify records utilized in the transaction of Department business or make any false statement, certificate, mark, rating or report, or misrepresent or omit any pertinent facts in regard to any application form, test or certificate for purposes of securing an employment position at the Department or in any manner commit or attempt to commit any fraud, deception or misrepresentation in the performance of Department business. No employee seeking a position in the Department shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of or in connection with the position sought.

**10.11 Medical Examinations.**

- a. The Department may require any employee at any time, to undergo a medical examination by a health practitioner, selected and paid for by the Department, to determine the employee's physical and mental fitness to perform the work of the position in which he is employed or to which he may be promoted, demoted, transferred, reclassified or reemployed under Article 11 of this Agreement.
- b. If the examining health practitioner determines that the employee is physically or mentally unable to perform the work of the position in question, the employee, no later than three (3) days from the date they are notified of the examining health practitioner's opinion, may notify the Human Resources Manager in writing of their intention to submit the question of their physical or mental condition to a health practitioner of their own choice at their own expense. If the opinions of the health practitioners selected by the Department and the employee differ as to the employee's fitness for the position in question, then the health practitioners selected by the Department and the employee shall designate a third (3<sup>rd</sup>) physician to examine the employee and to render an opinion, at the Department's expense, as to the employee's fitness for work.
- c. An employee determined to be physically or mentally unfit for a position shall not be assigned to the position in question. The opinion of the physician selected by the Department's and the employee's physician shall be final and binding on the Department, the Union and the employee and is specifically excluded from the grievance and arbitration procedures contained in Article 8 of this Agreement.

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**10.12 Voluntary Separation.**

- a.** If an employee wishes to leave the Department in good standing, the employee must submit a written resignation to the employee's hiring authority with a copy to the Human Resources Manager at least fourteen (14) calendar days before leaving the Department. The resignation must state the employee's intended last day of work and provide a reason for the employee's departure. The employee may state that the reason for departure is personal. Failure to comply with these requirements may be cause to deny the employee re-employment with the Department.
- b.** Unless the employee was physically unable to request authorization for an absence, unauthorized absence from work for three (3) consecutive scheduled work days may, at the hiring authority's option, be considered a voluntary resignation not in good standing.

**ARTICLE 11 – PROMOTION, DEMOTION, AND TRANSFERS**

- 11.1 Posting of Job Announcements.** The Department, in its sole discretion, will determine whether a job posting will be limited to internal candidates or an open recruitment. It will also determine and establish minimum qualifications and any special requirements for the job and will include these qualifications and requirements in the job announcement. All regular job announcements shall be communicated to employees via e-mail and shall be posted on the Department's Webpage. For open recruitments, the email and posting will be simultaneous with the public announcement of such openings. Job announcements shall be posted for at least five (5) business days in advance of the last date for filing applications, or until sufficient numbers of applications have been received.
- 11.2 Employment Applications.** Employees interested in applying for a posted position must file an application on the form prescribed by the Human Resources Manager. All applications must be filed within the time limit stated in the job announcement.
- 11.3 Recruitment for Interim Job Assignments.** If the Department desires to fill a vacancy on an acting or interim basis pending the decision to recruit, or recruitment, for a regular hire, the Department shall (i) notify employees of the opportunity via e-mail and post the notice of the interim job assignment opportunity on the Department's Webpage; (ii) interview qualified in-house candidates, if any, who timely apply during the posting period; and (iii) select a qualified in-house candidate, if any has applied, for the interim job assignment pending the decision to recruit, but if the Department elects not to fill the position on an interim basis at any time after the internal posting has occurred, nothing contained in this Article shall require the Department to transfer a qualified internal candidate who has applied for interim assignment to the position. Non-selection for interim job assignment under this Article is specifically excluded from the grievance and arbitration procedures in Article 8 of this Agreement.
- 11.4 Promotions, Demotions, and Job Transfers.** In addition to any other qualified candidates, the Department shall refer to the hiring authority for consideration all employees that meet the minimum qualifications set by the Department to fill any regular or project job vacancy. The Department shall employ merit principles and shall select candidates for vacancies on the basis of their relative qualifications. In filling job vacancies, the Department may take into consideration such factors as education, experience, aptitude, knowledge, character, physical fitness, the quality and length of employment at the Department, or any other qualifications or attributes which enter into the Department's determination of the relative qualifications of candidates. The Department may also consider veteran's preference requirements and the Department's commitment to diversity in the work place. If the Department elects not to fill a vacancy at any time after posting has occurred, nothing in this Article shall require the Department to fill the vacancy.
- 11.5 Employee Requests for Transfer During Probationary Period.** A probationary employee may request a transfer, or interim job assignment during any probationary

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period of employment, but any new assignment may require a new initial probationary period.

- 11.6 Environmental Health Positions.** Employees in the EHS I classification will be promoted to the EHS II classification on the first day of the payroll cycle after they have: completed two (2) years' experience in an EHS I position (or equivalent experience credited at time of hire); and presented to the Department proof that they have obtained their Registered Sanitarian certificate.

## ARTICLE 12 – SENIORITY

### 12.1 Seniority Within the Department.

- a. Employees shall not have seniority during the initial probationary period of employment.
- b. Except as provided in Section 12.3, upon completion of the initial probationary period, a regular employee's most recent date of hire with the Department shall be the regular employee's seniority date within the Department. For the purposes of this Section, if the employee had prior service with the Department in either project employment or temporary (including represented temporary) employment or both, then the regular employee's seniority date shall be the employee's earliest date of hire not followed by a gap in employment greater than four (4) weeks.
- c. Except as provided in Section 12.3, upon completion of the initial probationary period of employment as a project employee, the employee's most recent date of hire with the Department shall be the employee's seniority date as a project employee within the Department.
- d. Employment of a regular employee in a project position or a part-time position shall not affect an employee's seniority as a regular employee.
- e. Temporary employees (including represented temporary employees) shall not acquire seniority dates, but if a regular or project employee takes a temporary position following a reduction in force, then the temporary service shall not affect the employee's seniority rights.

**12.2 Seniority Within a Classification.** Completion of the probationary period for a classification shall establish an employee's date of hire in that classification as the employee's seniority date for that classification, but shall not break seniority in a previously-held classification.

**12.3 Breaks in Seniority.** For the purposes of this Section, military leave under Section 15.6, Family and Medical leave under Section 15.8, or a personal leave of absence under Section 15.10 shall not count as time absent from a cluster or time absent from the Department.

- a. Two (2) consecutive years of absence from the Department shall break seniority within the Department and within all classifications.
- b. Accepting a position at the Department outside this Agreement shall break seniority within represented classifications. Employees who have accepted a position not governed by this Agreement will not have bumping rights into any position covered by this Agreement.

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**12.4 Comparisons of Seniority.**

- a. There are two (2) kinds of seniority: regular seniority and project seniority. In any comparison of the same kinds of seniority, the earlier date carries the greater seniority.
- b. If two (2) or more employees have the same seniority in a classification, then the employee with the greater seniority in the Department shall have the greater seniority.
- c. If two (2) or more employees have the same seniority in a classification and the same seniority in the Department, then the Human Resources Manager shall break the tie(s) by allowing the affected employees to cut a deck of cards. Prior to allowing employees to cut the deck, the Human Resources Manager shall explain the rules that will determine the winning cut.

**12.5 Distribution of Seniority Lists.** Twice annually the Department shall prepare and distribute to Local 120, Local 117 and the Association seniority lists for their respective units. The first list will show the current seniority ranking of employees as of January 31<sup>st</sup> and will be distributed no later than February 15<sup>th</sup>. The second list will show the current seniority ranking of employees as of July 1<sup>st</sup>, and will be distributed no later than July 15<sup>th</sup>.

## ARTICLE 13 – REDUCTION IN FORCE

- 13.1 In General.** A reduction in force is the elimination of a regular or project bargaining unit position, or a reduction in the full-time equivalent (“FTE”) status of a regular or project benefit-eligible position (as described in Section 18.1) of two-tenths (0.2) or more FTE, for non-disciplinary reasons 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 incumbent’s control. The provisions of this Article do not apply to represented temporary employees.
- 13.2 Director of Health’s Powers.** The Director of Health shall determine the numbers and classifications of any positions to be eliminated during a reduction in force.
- 13.3 Temporary Responses to Fiscal Emergencies.** In the event of a shutdown of state/federal government and associated elimination of Department funding, the Department may temporarily reduce the hours of, or layoff, employees whose positions are affected. Such temporary reductions/layoffs require a minimum of seven (7) calendar days’ notice to the affected employees and unions, and will last no longer than twenty-eight (28) calendar days. Employees affected by a temporary reduction/layoff under this section will not have the option to displace another employee and will not be placed on a recall list. Such employees will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary reduction/layoff, and will maintain the leave balances accrued at the time of the temporary reduction/layoff (e.g., leave balances will not be cashed out). Full-time employees who miss forty (40) or more work hours (prorated for part-time employees) due to a temporary layoff under this section may, at their option, cash out up to forty (40) hours (prorated for part-time employees) from their accrued but unused vacation or personal holiday leave. Amounts cashed out will be deducted from leave balances and will be paid out during the first pay cycle following the end of the shutdown.
- 13.4 Notice.**
- a. When the Department determines a reduction in force is necessary, the Human Resources Manager shall notify the affected Union(s) before taking the proposed action and shall engage in any collective bargaining required by RCW 41.56.
  - b. Thereafter, the Human Resources Manager shall give any employee scheduled to suffer a reduction in force at least two (2) weeks written notice. The notice to the employee shall include a summary of the employee’s options as known to the Human Resources Manager.
- 13.5 Rights of Seniority.** The Agreement recognizes employee seniority and provides specific rights on the basis of seniority.
- a. No regular employees shall suffer a reduction in force while there are temporary (including represented temporary) or project employees serving in the same classification.



- b. Reductions in force shall affect the less senior regular employee before the more senior regular employee in each classification, except where the position held by the less senior employee requires a special qualification that the senior employee does not possess and cannot reasonably be expected to acquire within a thirty (30) day training period. The Department will provide written notice to the Union of any new special qualification adopted pursuant to this paragraph, and the Union will have fourteen (14) calendar days following receipt of the Department's written notice to demand to bargain the impact of the special qualification. No new qualification adopted pursuant to this paragraph will take effect prior to the completion of any impact bargaining demanded by the Union. For purposes of this Article, the term "Special Qualification" includes:
  - 1. foreign language skills;
  - 2. computer software/database expertise;
  - 3. licensure/certification; and
  - 4. other unique skill set/experience identified in the position description.
- c. An employee who has received within the two (2) years prior to the date of the reduction in force a disciplinary suspension longer than three (3) days, or a disciplinary reduction in rank, shall not be eligible to exercise seniority rights.

**13.6 Reemployment List.** For a period of two (2) years the names of regular or probationary employees laid off or demoted in lieu of a reduction in force shall be placed in order of seniority on the reemployment list for the classification from which the reduction in force took place.

- a. The Department shall provide the Unions, upon request, with a copy of the current reemployment list, created as a result of a reduction in force, for each respective Union or Association.
- b. An employee hired from a reemployment list shall remain in a probationary period of employment for the period of probation, if any, unserved at the time of a reduction in force or six (6) months, whichever is longer.
- c. If an employee declines an unconditional offer of recall by the Department for full-time, represented employment in a classification from which the employee suffered the reduction in force, then the employee shall break seniority in that classification and the Human Resources Manager shall remove the employee from the reemployment list for that classification.

**13.7 Employee's Options.** An employee affected by a reduction in force shall be transferred to a vacant position within the same classification (if any); provided the employee possesses, or can reasonably be expected to acquire within a thirty (30) day training period, any Special Qualification(s) required for the position. In the event that no such

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position is available, the employee will be offered the options from the list below to the extent they are available, and will be given three (3) business days following notice to choose among available options.

- a. **Layoff.** Employees may elect to accept a layoff despite having seniority rights to another position.
- b. **Voluntary Demotion Within a Classification Series.** A regular or probationary employee may request a voluntary demotion in lieu of a reduction in force to a vacant position in the same classification series; provided the employee possesses any Special Qualification(s) for the vacant position, or can be reasonably expected to acquire any Special Qualification within a thirty (30) day training period.
- c. **Bumping Rights.** A regular or probationary employee who has previously held a represented position in a classification in the same or lower salary range, and who has more classification seniority than an incumbent employee in the previously held classification, may request to displace the least senior employee in the previously held classification. The Department shall grant the request unless the Human Resources Manager determines that the employee does not possess the minimum qualifications and any Special Qualification(s) (or cannot be reasonably expected to acquire any Special Qualification within a thirty (30) day training period) required to hold the position.
- d. **Application for a Vacancy.** If the employee applies for an existing or newly created position in the same or a lower pay range, and if the Human Resources Manager concurs that the employee meets the qualifications for the position, then the employee shall receive an interview. Employees hired in a new classification shall be subject to a new six (6) month probationary period.
- e. **Recall.** Whether or not an employee exercises one of the options above, the employee shall have the right to recall to any classification from which the employee suffered a reduction in force or to any newly created classifications which substantially assume the duties of a classification from which the employee suffered a reduction in force for two (2) years, if at the time of recall, the employee, in the opinion of the Human Resources Manager, meets the minimum qualifications and any Special Qualification(s) (or can be reasonably expected to acquire any Special Qualification within a thirty (30) day training period) for such position. Employees hired or recalled from a reduction in force shall be reemployed in the inverse order of reduction in force.

**13.8 Project Employees.** Project employees that have not acquired a regular seniority date may use seniority only to obtain other project positions within the same project.

## ARTICLE 14 – DISCIPLINE

- 14.1 In General.** All disciplinary actions for employees that have successfully completed their initial probationary period shall be for cause. The right to discipline and to discharge a probationary employee is vested exclusively within the discretion of the Department. The Department may discharge a represented temporary employee or an employee during the initial probationary period at will and without recourse to the grievance procedure.

Disciplinary action may include oral warning, written reprimand, suspension, demotion, any combination of these, or discharge. The Department shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record. These options will usually be sequential unless the gravity of an offense justifies a more severe response.

### **14.2 Investigations.**

- a. Duty to Cooperate.** Employees have an obligation to cooperate with any investigation conducted by the Department. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination.
- b. Union Representation.** Employees are entitled, at their option, to have Union representation during any investigatory interview conducted by the Department that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the Department's investigation.
- c. Administrative Leave.** The Department may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on such paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not considered discipline and is not subject to the grievance procedure.

### **14.3 Oral Warnings and Written Reprimands.**

- a. Oral Warnings.** A supervisor may issue an oral warning at any time for cause. An oral warning shall carry no additional penalty. The supervisor may record having issued an oral warning. If the supervisor does record the issuance of an oral warning, then the record shall reflect the nature and date of the offense, the date of the warning, and the substance of the warning.
- b. Written Reprimands.** A supervisor may issue a written reprimand at any time for cause. A written reprimand must state the nature of the offense, describe the expected behavior, and cite the authority – whether Department authority,

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professional expectations, or law – for the expectation. A written reprimand shall carry no additional penalty.

- c. **Appeal of Oral Warning and Written Reprimands.** In addition to the right to submit a written rebuttal as provided in Section 14.5, employees may appeal an oral warning or written reprimand through the grievance procedure; provided that no such appeal may proceed beyond Step 1 of the grievance procedure.
- d. **Discipline Meetings.** An employee may request to have the assistance of a shop steward or a representative as identified in Section 7.1 of this Agreement at a meeting called to issue discipline. If the Union representative requested by an employee is not reasonably available, the employee will select another Union representative who is available.

**14.4 Procedure Required Before Imposing Discipline Other than an Oral Warning or Written Reprimand.**

- a. **Notice of Intent to Discipline.** If the Department intends to impose discipline other than an oral warning or written reprimand, the Hiring Authority shall so inform the employee in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the general nature of the concern. The Department may inform the employee of its concern either before or after conducting a preliminary investigation.
- b. **Pre-Disciplinary Meeting.** Upon at least twenty-four (24) hours written notice to both the employee and the Union, the Department may call a Pre-Disciplinary Meeting at which the Department will repeat its concern as modified by what it has learned to date and the employee shall have an opportunity to respond to the Department's concern. The Department must provide the employee copies of any documents upon which it intends to rely before it calls a Pre-Disciplinary Meeting. The employee may have the assistance of a shop steward or a representative as identified in Section 7.1 of this Agreement.
- c. **Disciplinary Decision.** No sooner than the day following the close of the Pre-Disciplinary Meeting but no later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the Hiring Authority or designee shall inform the employee and the Union of the Department's decision in writing.

**14.5 Records of Discipline and Responses.**

- a. **Purpose.** In order to document a pattern of progressive discipline and the employee's response, the Department may record oral warnings and written reprimands and shall record all more serious disciplinary actions.
- b. **Notice to Employee.** The Department may not place a disciplinary document in an employee's file without providing the employee a copy of the document.

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- c. **Employee's Signature.** The employee shall sign all disciplinary documents upon presentation. The employee's signature shall record that the employee has received a copy of the document and read it. The employee's signature shall not indicate agreement or acceptance of the document.
- d. **Employee's Opportunity to Respond.** The employee may require the Department to include a rebuttal to any disciplinary document in the employee's disciplinary file. The employee shall have two (2) weeks from the Department's presentation of its document in which to provide a rebuttal.
- e. **Reliance On Past Discipline.** Oral and/or written reprimands will not be used in consideration of future discipline more than two (2) years from the date they are issued unless:
  - 1. The employee receives additional related discipline during the two (2) year period, in which case the original reprimand will remain relevant for two (2) years beyond the date of the subsequent discipline; or
  - 2. The reprimand is for harassment, discrimination, insubordination, or a violation of the Department's workplace violence policy, in which case the reprimand will remain relevant for more than two (2) years.

## ARTICLE 15 – LEAVES

### 15.1 General Provisions Relating to Leave.

- a. **Earning Leave.** Employees earn leave under this Article while (i) in paid status, (ii) as specified in this Article, and (iii) as otherwise required by law.
- b. **Accrual of Leave.** Employees begin accruing sick leave on the eighth (8<sup>th</sup>) payroll period following their date of hire. Regular and project employees begin accruing all other paid leave on their date of hire; represented temporary employees begin accruing vacation leave, and become eligible for paid recognized holidays, the first pay period following six (6) months of employment. Employees may accrue sick leave without limitation. Employees may accrue vacation leave subject to the limitations below. Sick leave, vacation leave and personal holidays may be used in the pay period after the leave is accrued.
- c. **Unauthorized Use of Leave.** Abuse or unauthorized use of leave shall be subject to disciplinary action, up to and including discharge.

### 15.2 Vacations.

- a. **Vacation Leave.** Each year, eligible employees in paid status shall earn vacation leave at a base-rate of twelve (12) days per year plus an additional day per year for each completed year of full-time equivalent service in paid status but no more than thirty (30) days of vacation per year. Subject to the provisions below, employees may accumulate unused vacation leave.
  1. The Department shall adjust the rate at which each employee earns vacation following the completion of each year of employment in paid status.
  2. Employees who return to employment with the Department following a break in service shall earn vacation leave based upon the combination of the employee's prior paid service and paid service since returning to the Department.
  3. The Department shall adjust each employee's vacation leave balance no less frequently than biweekly.
  4. Part time employees shall earn a prorated portion of vacation benefits based on budgeted full time equivalence ("FTE").
  5. Except as permitted below, an employee's vacation balance may not be more than twice (2x) the amount of vacation the employee would earn in the current year.

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**b. Pay for Vacation Leave.**

1. The Department shall pay an employee's vacation pay at the straight time rate of pay in the employee's designated job classification as of the day prior to commencement of the vacation leave.
2. Upon separation from employment for any reason, an employee who has unused vacation leave shall be compensated at the straight time rate of pay for the employee's designated job classification at the time of separation for all unused vacation leave but not more than the amount of vacation earned in the prior two (2) years.
3. An employee who, as of June 1 of any year, has accrued vacation totaling at least two hundred forty (240) hours, and who has taken at least eighty (80) hours of vacation during the prior twelve (12) months, may cash out a maximum of forty (40) hours of vacation at the employee's then-applicable straight time rate of pay. Employees wishing to cash out vacation must submit a written request to their supervisor by June 1. Cash-outs will be included in the payroll that includes June 30. At the employee's option, payouts can be made to the employee's Department-sponsored §457 deferred compensation account.

**c. Vacation Lost as a Result of Operational Needs, Illness, or Injury.**

1. If the needs of the Department, illness, or injury deny an employee the ability to use vacation, and if the employee's vacation balance passes the two (2) year limit on vacation balance during the need of the Department, illness, or injury, then upon a written request to the Human Resources Manager, such unused days shall be allowed to accumulate beyond the otherwise applicable ceiling until the employee returns to work or is separated. If the employee does not take earned vacation in excess of the ceiling within ninety-one (91) calendar days of the end of the Departmental need, illness, or injury, then the employee shall forfeit the vacation in excess of the ordinarily applicable ceiling.
2. Employees whose scheduled vacation is interrupted by illness or injury may, with the approval their manager, use sick leave instead of vacation leave for the period of vacation impacted by illness or injury. Employees are expected to follow sick leave call-in procedures during their vacation when they become ill or injured, and will be required to present medical verification of their illness upon their return to work.
3. If a reduction in an employee's scheduled hours reduces the annual rate at which the employee earns vacation leave and therefore correspondingly reduces the ceiling on the employee's vacation leave balance, then the

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employee may retain vacation in excess of the new ceiling for up to six (6) months after the change in scheduled hours takes effect.

- d. **Scheduling Vacations.** The Department retains the right to approve, deny, and cancel vacations. Vacation leave may not be taken without the prior approval of the hiring authority and, with the exception of leave earned during extended illnesses covered by FMLA, may not be taken in the pay period in which it is earned. Vacation leave shall be scheduled so as to meet the operating requirements of the Department and, as far as practicable, the preferences of the employee. The Department shall neither cancel nor deny scheduled vacation leave except in the case of a bona fide Department need. Vacation leave may be taken in increments of one-tenth (0.10) hour.

**15.3 Holidays.**

- a. **Official Holidays with Pay.** The following are the official holidays for employees of the Department:

- 1. **Regular Full Holidays:**

- A. New Year's Day (January 1<sup>st</sup>),
- B. Dr. Martin Luther King Jr. Day (third Monday in January),
- C. President's Day (third Monday in February),
- D. Memorial Day (last Monday in May),
- E. Juneteenth (June 19<sup>th</sup>),
- F. Fourth of July (July 4<sup>th</sup>),
- G. Labor Day (first Monday in September),
- H. Veteran's Day (November 11<sup>th</sup>),
- I. Thanksgiving Day (fourth Thursday in November),
- J. Native American Heritage Day (day immediately following Thanksgiving Day), and
- K. Christmas Day (December 25<sup>th</sup>).

- 2. **Special Holidays.** Any other holiday approved by the Board of Health.



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**3. Regular Half-Day Holidays.**

- A. A half day on Christmas Eve (December 24<sup>th</sup>) and
- B. A half day on New Year's Eve (December 31<sup>st</sup>).
- b. **Full Holiday on Saturday or Sunday.** When one of the full holidays listed in Section 15.3.a.1 falls on a Saturday, the preceding Friday shall be observed as the official holiday with pay and when one of the full holidays listed in Section 15.3.a.1 falls on a Sunday, the following Monday shall be observed as the official holiday with pay.
- c. **Half Day Holidays – Special Rule.** The half-day holidays for Christmas Eve and New Year's Eve shall be celebrated or omitted according to the following table.

When Christmas and New Year's Day fall on	Christmas Holiday and New Year's Holiday are celebrated on	Christmas Eve holiday is	New Year's Eve is
Sunday	Monday	Omitted to balance full Monday when Christmas falls on Tuesday.	Omitted to balance full Monday when New Year's Day falls on Tuesday.
Monday	Monday	Full holiday Friday December 22 <sup>nd</sup> .	Omitted to Balance Christmas Eve.
Tuesday	Tuesday	A full holiday on Monday, December 24 <sup>th</sup> .	A full holiday on Monday, December 31 <sup>st</sup> .
Wednesday	Wednesday	A half holiday on Tuesday, December 24 <sup>th</sup> .	A half holiday on Tuesday, December 31 <sup>st</sup> .
Thursday	Thursday	A half holiday on Wednesday, December 24 <sup>th</sup> .	A half holiday on Wednesday, December 31 <sup>st</sup> .
Friday	Friday	A half holiday on Thursday, December 24 <sup>th</sup> .	A half holiday on Thursday, December 31 <sup>st</sup> .
Saturday	Friday	Full Holiday Thursday, December 23 <sup>rd</sup> .	Omitted to balance Christmas Eve.

- d. **Alternate Schedules.** Employees working alternate schedules who are normally scheduled to work more hours on a day observed as a holiday than they receive in holiday pay may use vacation leave, compensatory time, personal holiday leave, or work additional hours during the remainder of the workweek (paid at straight time) to make up the difference between the employee's normally scheduled shift

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and their holiday pay. Any such additional work hours must be pre-scheduled at a time approved by the supervisor. Employees may also choose to convert to a 5/8 schedule for the week in which the holiday is observed.

**e. Personal Holiday.**

1. In addition to the days listed above, eligible employees shall receive two (2) additional paid personal holidays per calendar year for which time off must be taken during the calendar year of entitlement or the holidays shall be forfeited.
2. Only regular and project employees are eligible for personal holidays. To be eligible for and to earn the first personal holiday, an employee must be in paid status on February 12th of the calendar year of entitlement. To be eligible for and to earn the second (2nd) personal holiday, an employee must be in paid status June 30th of the calendar year of entitlement. The personal holidays may not be taken without the prior approval of the appointing authority. Upon approval of the hiring authority, personal holidays may be used in increments of one-tenth (0.10) hour.

**f. Holiday Pay.**

1. A full-time employee shall receive eight (8) hours of pay for an official holiday if in paid status on the regularly scheduled work day immediately preceding the holiday as defined above. If an employee incurs an unpaid suspension that includes the day before an official holiday, then the employee shall be paid for the holiday, but the paid holiday shall not count as a day within the unpaid suspension.
2. Part-time employees shall receive a prorated portion of holiday pay based on budgeted FTE. If a part-time employee's regularly scheduled work hours fall on a day designated as an official holiday, the part-time employee must adjust their work schedule to ensure that total hours worked, combined with prorated holiday hours, do not exceed their budgeted FTE or otherwise approved work schedule. Any such work schedule adjustment must occur during the pay period in which the holiday occurs.
3. **Regular Holiday Pay.** An employee not required to work on holidays shall be paid for holidays at the straight time rate of pay for their designated job classification on the day of the holiday. If the employee worked in different designated job classifications on the day before and the day after a holiday, the rate of the designated job classification held by the employee on the day before the holiday shall apply for holiday payment.

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4. **Premium Pay.** In addition to holiday pay described in Section 15.3.f.1, non-exempt employees required to work on an official holiday will be compensated at their overtime rate for all hours worked on the holiday. At the employee's request, and with the approval of their supervisor, the employee may receive compensatory time off in lieu of pay for hours worked on a holiday. All such work time must be authorized in advance by the employee's supervisor.

- g. **Unpaid Holidays for a Reason of Faith, Conscience or Volunteerism.** Employees may take leave without pay for up to two (2) workdays per calendar year for a reason of faith or conscience; an organized activity conducted under the auspices of a religious denomination, church or religious organization; or to volunteer their time for service to a not-for-profit community organization. At their option, employees may use vacation leave, personal holiday or compensatory time in lieu of leave without pay.

**15.4 Sick Leave.**

- a. **Sick Leave.** Employees will be provided with a bank of twenty-four (24) hours of paid sick leave upon hire (prorated for part-time employees based on FTE). Beginning on the eighth (8<sup>th</sup>) payroll period following their date of hire, employees in paid status earn additional sick leave at the rate of eight (8) hours per month. Part-time employees earn a prorated portion of sick leave based on budgeted FTE.
- b. **Permissible Uses of Paid Sick Leave.** Sick leave may be used in increments of one-tenth (0.10) hour for the following reasons:
  1. For an employee's own mental or physical illness, injury or health condition (including disability due to pregnancy or childbirth);
  2. For the employee to provide care for a family member with a mental or physical illness, injury or health condition;
  3. For the employee to attend appointments for their own medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for preventative medical care;
  4. For the employee to provide care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for preventative medical care;
  5. When the employee's place of business has been closed by order of a public official for any health-related reason, when an employee's child's school or place of care has been closed for such reason;

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6. When the employee is quarantined due to exposure to contagious disease or while awaiting test results due to exposure to contagious disease where their attendance might jeopardize their own health or the health of others at work;
  7. For the employee to ensure their own safety or the safety of their family member under the Domestic Violence Sexual Assault, and Stalking Act (Chapter 49.76 RCW);
  8. For the employee to supplement time-loss payments received from the Washington State Department of Labor & Industries for on-the-job injuries;
  9. For the employee to attend appointments as part of the Employee Assistance Program (EAP); and
  10. For the employee to take bereavement leave:
    - A. To supplement Bereavement leave taken for a family member, limited to accrued sick leave.
    - B. To attend the memorial of a person not covered under Bereavement or Sick Leave, limited to one (1) regular work day.
- c. **Family Definition.** For the purposes of this section, “family” member means any of the following:
1. A child, including biological, adopted, or foster child, stepchild, or a child whom the employee stands in loco parentis, is a legal guardian, or is de facto parent, regardless of age or dependency status;
  2. 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;
  3. A spouse or domestic partner;
  4. A grandchild;
  5. A sibling.
- d. **Requirements for all Paid Sick Leave.**
1. Sick leave may not be used in the pay period in which it is earned.
  2. Every employee must report to the hiring authority or their designated representative the need for sick leave prior to the beginning of each

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scheduled workday unless prior notification has been provided for a specific period of time. If an emergency precludes notice prior to the beginning of the scheduled working day, the employee must report the need for their absence as soon as practicable.

3. For absences exceeding three consecutive (3) days, the Department may require verification by a health care provider in accordance with applicable law.

**e. Pay for Sick Leave.**

1. An employee is paid for sick leave at the normal time rate of pay (including shift differential if the employee receives that differential as part of their normal schedule) for their designated job classification at the time sick leave commences. If the employee works in a different designated job classification on the day before and the day following sick leave usage, the normal time rate of pay for the designated job classification in which the employee worked prior to the sick leave shall apply to sick leave payment.
2. Employees scheduled to work on a holiday who are unable to work due to illness or injury shall be paid sick leave for their normally scheduled hours in addition to holiday pay.

**f. Enforcement of Sick Leave Provisions.** Misrepresentation of any material facts in connection with paid sick leave or abuse of paid sick leave by any employee shall result in the withholding of sick leave pay and/or suspension or discharge.

**g. Cashout Payments of Sick Leave.**

1. If a regular or project employee separates from the Department's service due to death or retirement for disability or length of service under any Department employee pension system, the employee shall receive a cash payment for full value of one-fourth ( $\frac{1}{4}$ ) of the hours in their sick leave bank.
2. If a regular employee separates in good standing from the Department's services for any other reason than death or retirement, then the employee shall receive a cash payment for the full value of one-tenth ( $\frac{1}{10}$ ) of the hours in (a) the employee's sick leave balance or (b) one hundred twenty (120) days, whichever is less.
3. Any employee that leaves the Department during the first six (6) months of employment shall not be compensated for any sick leave balance.

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4. If a regular or project employee has a sick leave balance of at least four hundred eighty-eight (488) hours at the end of a calendar year, then the employee may convert eight (8) hours of sick leave to eight (8) hours of vacation leave for use in the following calendar year.

**h. Reinstatement of Sick Leave**

1. When a former Department employee is rehired within twelve (12) months of separation, the employee will receive a bank of sick leave equal to their previously accrued and unused sick leave balance, less any amount cashed out upon separation of employment. The Department will ensure that all employees have a minimum of twenty-four hours (24) hours of paid sick leave upon hire or rehire, as provided above.
2. In addition to the reinstatement provisions of paragraph 1 above, if an employee's employment with the Department ended due to layoff and the employee is recalled within two (2) years of the effective date of the layoff, the employee may restore the sick leave hours they had at the time of layoff by returning the amount of money they received to cash out their bank at the time of layoff. An employee who returns less than the entire amount of their cashout payment will restore a prorated portion of their prior bank. Employees may use the "buy back" provisions of this paragraph for up to three (3) months following their recall.

**15.5 Jury Duty.** A regular or project employee shall be entitled to their straight time rate of pay for scheduled work hours lost when on jury duty. Represented temporary employees will be permitted to take vacation, compensatory time, or unpaid leave for any period of required jury service. Any employee dismissed early during the workday from jury duty shall report back to their supervisor for possible work assignment.

**15.6 Military Leave.** An employee who is ordered to active service in the Armed Forces of the United States or its allies, shall be given a leave of absence in accordance with applicable laws affecting military leave.

**15.7 Donated Leave.** The Department has reinstituted a policy providing for employee donation of leave for use by eligible employees. If the State Auditor or any other outside party subsequently challenges this practice, the Unions shall indemnify the Department and defend against such challenge at the Unions' expense. Claimed violations of the donated leave policy are expressly excluded from the grievance and arbitration procedures contained in this Agreement. An employee must exhaust all other forms of pay and leave, e.g., compensatory time, personal holidays, sick leave, and annual leave, before using any donated leave.

**15.8 Leaves Provided by Applicable Statute.** The Department will provide employees with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including:

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- a. Family and Medical Leave (29 U.S.C. §2601 et seq.).
- b. Family Care Act Leave (RCW 49.12.265).
- c. Pregnancy Disability Leave (RCW 49.60).
- d. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
- e. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to Department policy.

**15.9 Personal Leave of Absence.**

- a. A regular or project employee may request an unpaid, personal leave of absence for personal reasons.
- b. Except as required by law, a request for an unpaid personal leave of absence must meet the following conditions:
  - 1. The employee has a bona fide intention of returning to work following the leave.
  - 2. The employee obtains prior written approval of the hiring authority.
  - 3. The leave of absence shall not interfere with the needs of the Department, a determination that is within the Department's sole discretion.
  - 4. The employee shall have exhausted all of their vacation, personal holiday, and compensatory time before taking the unpaid, personal leave of absence.
- c. Except as provided below, decisions about the length of the leave to be granted and the circumstances under which the leave may be extended or terminated, or the employee returned to work, shall be in the Department's sole discretion, and shall be based on the operating needs of the Department.
- d. **Cancellation of Leaves of Absence.** Unless prohibited by law or otherwise stated below, the hiring authority may cancel a leave of absence at any time to respond to exigent circumstances upon prior written notice to the employee specifying a reasonable date to end the leave. The Human Resources Manager, upon prior notice to the employee and the hiring authority, may cancel an approved leave of

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absence upon finding that the employee is using the leave for purposes other than those specified at the time of approval.

- e. If the leave of absence is for an educational purpose that is mutually beneficial to the Department and to the employee, if the Department provides no financial support for the leave, and if the leave includes enrollment in formal education, then the Department may not cancel the leave while the employee remains in the formal program of study. Otherwise, if the Director of Health finds that exigent circumstances require the services of the employee who is on leave, the Director of Health may recall the employee with thirty (30) calendar days' notice.
- f. If an opportunity arises for an employee on leave to exercise seniority rights (e.g., the employee's position is abolished or a more senior employee bumps the employee), then the employee must either exercise their seniority rights promptly or waive such rights.
- g. Ordinarily, the employee taking an unpaid, personal leave of absence for less than a year shall have a right to return to a position in the classification held at the time the leave was granted. The Department may, however, in its sole discretion, agree to return the employee to the previous position at the end of the agreed leave of absence. Under such circumstances, the Department shall not fill the position with a regular employee.

**15.10 Bereavement Leave.** A full-time regular or project employee may take up to thirty-two (32) hours (prorated for part-time employees) of paid bereavement leave for the death of an immediate family member. A represented temporary employee may take up to eight (8) hours (prorated for part-time represented temporary employees) of paid bereavement leave for the death of an immediate family member. Paid bereavement leave is not available for events more than three (3) months following the death of a relative covered by this Section. For bereavement leave, immediate family members means a spouse or domestic partner, father, mother, father-in-law, mother-in-law, step-parent, foster parent, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, child, step-child, foster child, son-in-law, daughter-in-law, grandparent, step-grandparent, grandchild or step-grandchild of the employee or relatives of the spouse or domestic partner of the employee in the same category of relationship.



## ARTICLE 16 – WAGES

### 16.1 Salary Schedules.

- a. **2023 Salary Schedule.** The salary schedule effective January 9, 2023, which reflects a eight percent (8.0%) increase from the 2022 salary schedule, is attached as Appendix B to this Agreement.
- b. **2024 Salary Schedule.** The salary schedule effective January 8, 2024, which reflects a two percent (2.0%) increase from the 2023 salary schedule, is attached as Appendix C to this Agreement.
- c. **Rates of Pay.** As a convenience, the salary schedule includes employee's rates of pay calculated on an hourly, bi-weekly and annual basis. In the event of any dispute over an employee's rate of pay, the hourly rate will control.

### 16.2 Salary Steps.

- a. The date that an employee starts work in a Regular or Project position will be the employee's step increase date; provided that for Represented Temporary employees hired into the same position on a Regular basis without a break in service, the step increase date will be the date the employee started as a Temporary employee. For the purposes of this Section, a break in service is a gap in employment greater than four (4) weeks.
- b. An employee who is promoted will establish a new step increase date on the day they start work in the new position. Employees transferred to a new position in the same salary range or demoted to a lower salary range will retain their step increase date.
- c. Employees receive a one-step increase annually on their step increase date if there are steps available in the salary range.
- d. If the step increase date falls in the first week of a pay period, the step increase will take effect in that pay period; if the step increase date falls in the second week of a pay period, it will take effect in the following pay period.

**16.3 General Wage Adjustments Do Not Limit Specific Adjustments.** The wages described in the salary schedules attached as Appendix B and Appendix C do not limit the Department's ability to provide step increases, recognize reclassifications, or make other specific adjustments to individual's wages.

**16.4 Wage Adjustments Upon Promotion.** Employees who are promoted, or given an interim job assignment, to a position in a higher salary range will be placed in the lowest step in the higher range that provides the employee with at least a five percent (5%) wage increase. Employees who receive a wage increase as a result of a promotion or interim job assignment will not receive a regular step increase in the higher range until the twelve

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(12) month anniversary of their promotion. Employees who are promoted to regular or project status in a promotional position they have been filling on an interim basis will receive their next regular step increase on the twelve (12) month anniversary of their interim assignment.

- 16.5 Temporary Out-of-Class Assignment.** Whenever an employee is assigned in writing to perform a majority of the duties and responsibilities of a position in a higher paid classification for a period of fourteen (14) calendar days or longer, the employee will be paid at the higher paid classification rate for all time working such duties and accepting such responsibility. Employees working out of class will be placed in the lowest step in the higher range that provides the employee with at least a five percent (5%) wage increase for the duration of the out-of-class assignment. Unless otherwise agreed between the Department and the Union, or as required because of an emergency activation, temporary assignments to a higher classification will not exceed six (6) months.
- 16.6 Wage Adjustments Upon Demotion.** Employees who are demoted to a position in a lower salary range will be placed in the nearest step in the lower range that does not result in a wage decrease. If the employee's current wage rate exceeds the top step of the range of the new position, they will be placed in the top step of the lower range.
- 16.7 Shift Differential.** The shift differential established in Article 17 shall be \$1.50/hour for applicable hours.
- 16.8 Job Classifications and Salary Ranges.** The Department shall establish the qualifications for, and the duties and responsibilities of, positions in the Department and shall assign positions with similar duties and responsibilities, requiring applicants possessing similar general qualifications, to a designated job classification with a corresponding salary range.
- 16.9 Reclassification of Positions.** An employee may request, or the Department may initiate, a review of the duties and responsibilities of a particular position or positions within a job classification to determine whether the position(s) should be reclassified and reallocated to a different job classification as a result of the addition, reduction, or modification of the assignments, responsibilities, and duties of the position. The reclassification of a position or positions to a different job classification shall occur only if the change in the assignments, duties, and responsibilities is (i) ongoing; (ii) sufficiently significant to warrant a reclassification; (iii) constant for a period of one year prior to the reclassification; and (iv) consistent with Department needs and resources. Employees will be updated on the status of pending reclassification requests no later than three (3) months from the date of filing, and will be notified if the Department cannot complete action on their request within six (6) months of the date of filing. The Department will provide a written summary of the reasons behind its decision to those employees whose reclassification requests are denied. Decisions of the Department concerning reclassification of positions under this Article shall be subject to the grievance

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procedure set forth in Article 8, but are expressly excluded from the arbitration procedures set forth in Article 8.

- 16.10 Promotional Increases.** Employees who are offered a promotion may ask to be placed on a step in the new range that provides a larger increase than specified in Section 16.4. Employees making such a request will provide a written justification to the Human Resources Manager. The Department's decision to grant or deny such a request will not be subject to challenge through the grievance procedure.

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**OVERTIME AND PREMIUM COMPENSATION**

**ARTICLE 17 – OVERTIME AND PREMIUM COMPENSATION**

- 17.1 Overtime Eligibility.** Employees who are not exempt from coverage under state and federal overtime laws will receive overtime compensation at a rate of one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) in a workweek. Bargaining unit employees who are exempt from overtime coverage will be eligible for overtime compensation during periods when they have been activated pursuant to a state or federal declaration of a public health emergency.
- 17.2 Overtime Computation.** For purposes of calculating overtime, all hours spent performing assigned duties, all hours of paid leave for designated holidays, and all paid hours associated with Department-directed facility closures, will be considered time worked. All other paid leave and leave without pay will not constitute hours worked. There shall be no duplication or pyramiding of overtime pay.
- 17.3 Overtime Authorization.** Employees must receive prior authorization from their hiring authority or designee before working overtime.
- 17.4 Shift Differential.** Hours worked outside of 6:00 a.m. – 6:00 p.m. for those working a 5/8 schedule, hours worked outside of 5:00 a.m. to 8:00 p.m. for those working any other schedule, and all hours worked on weekends will receive a shift differential.
- 17.5 Sunday Work Hours.** Employees who are required to work on a Sunday will be compensated at two (2) times their regular rate of pay for all hours worked. Double-time paid under this section will be in lieu of overtime.
- 17.6 Compensatory Time in Lieu of Overtime for Non-Exempt Employees.** With the approval of their supervisor, non-exempt employee may choose to accrue compensatory time in lieu of receiving overtime pay. In such cases, compensatory time shall accrue at the rate of one and one-half (1½) hours for each overtime hour worked; compensatory time for required work on Sunday (as described in Section 17.5 above) shall accrue at a rate of two (2) hours for each hour worked.
- 17.7 Additional Compensation for Exempt Employees Responding While On-Call.** Exempt employees who are required to remain on-call during off-duty hours will receive a stipend of one hundred fifty dollars (\$150) per week. On-call exempt employees who are required to respond to a work site as described in Section 9.6 will receive compensatory time at a rate of one (1) hour for each hour worked in response to such a call back. Hours worked, including the minimum number of hours compensated, will be calculated according to Section 9.6.
- 17.8 Limitations on Accrual and Use of Compensatory Time.**
- a. An employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time at a time without approval of their Department head. Employees who have reached the maximum compensatory time accrual will

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receive pay for additional hours worked at the applicable overtime or straight time rate.

- b.** Compensatory time off must be scheduled in advance with the approval of the employee's supervisor.
- c.** Compensatory time not used by December 31<sup>st</sup> will be cashed out in the first regular payday following December 31<sup>st</sup>. Compensatory time will also be cashed out when the employee separates from the Employer. Cash outs will be paid at the employee's straight time hourly rate of pay in effect as of December 31.

**17.9 Distribution of Overtime Opportunities.** Where there are prescheduled overtime opportunities that multiple employees are qualified to perform, the opportunities will be offered to qualified bargaining unit employees on a rotating basis by seniority.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

18.1 Eligibility for Insurance Benefits.

- a. **Full-Time Employees.** Full-time probationary, project and regular employees will receive the Department's full monthly contribution toward the cost of the medical, dental, vision, basic long-term disability and group life insurance benefits described below.
- b. **Part-Time Employees.**
  - 1. Part-time employees budgeted at less than 0.50 FTE shall not be eligible for the benefits provided in this Article.
  - 2. Part-time probationary, project and regular employees budgeted at 0.80 FTE or more shall receive the Department's full monthly contribution toward the cost of benefits provided in this Article under the same terms as full-time employees.
  - 3. Part-time probationary, project and regular employees budgeted at 0.50 FTE or more but less than 0.80 FTE shall receive a prorated monthly contribution from the Department toward the cost of benefits as provided in this Article. The employee will be responsible for paying any benefit costs in addition to the Department's prorated contribution.
- c. **Newly Hired Employees.** Newly hired employees shall be eligible for medical, dental, vision, basic long-term disability and life insurance benefits the first day of the month following hire into a regular or project position. Employees will not receive the Department's contribution towards benefits until they are eligible for those benefits.
- d. **Represented Temporary Employees.** Represented temporary employees will be eligible for and receive the same contribution toward medical, dental, and vision insurance as regular or project employees. Represented temporary employees are not eligible for basic long-term disability and group life insurance.
- e. **Domestic Partners.** The Department will provide insurance benefits to domestic partners on the same basis that those benefits are offered to spouses; provided the employee has submitted appropriate documentation of the relationship, as required by the IRS and/or the Department's insurance carriers.
- f. **Recall.** Former employees who return to employment from recall lists shall not be subject to any waiting periods for coverage under the Department's policies.

**January 1, 2023 - December 31, 2024 Collective Bargaining Agreement**  
**HEALTH AND WELFARE BENEFITS**

**18.2 Insurance Benefits.**

- a. **Medical Insurance.** Eligible employees may choose among three (3) medical insurance plans provided through the Association of Washington Cities Employee Benefit Trust: Kaiser Permanente Access PPO, Kaiser Permanente HMO 200, and Kaiser Permanente HMO HDHP (High Deductible with Health Savings Account). Details regarding the benefits for each of the insurance plans are available through Human Resources.
- b. **Dental Insurance.** The Department will provide benefit-eligible employees with a choice between the following plans offered through WCIF: Washington Dental Service Enhanced PPO Plan "Option 3" with the orthodontia rider; or the Willamette Dental Group Plan.
- c. **Vision Insurance.** The Department will provide vision insurance through the WCIF VSP Easy Options Plan to all benefit-eligible employees.
- d. **Long-Term Disability Insurance.** The Department will provide basic long-term disability coverage through the WCIF plan to eligible employees. Employees receiving basic long-term disability coverage may supplement that coverage by paying the additional premiums for such coverage under the WCIF plan.
- e. **Life Insurance.** The Department will provide basic life insurance in the amount of the employee's annual salary (rounded up to the nearest thousand dollars) to a maximum of \$50,000 to eligible employees through the The Standard Life Insurance plan offered by WCIF. Eligible employees may supplement the basic life insurance coverage according to the terms of The Standard Life Insurance Plan by paying the additional premiums for such coverage.

**18.3 Payment of Insurance Premiums.**

- a. **Medical Premium Cost Share.** The Department will pay ninety-two and one-half percent (92.5%) of the premium costs of medical insurance for full-time employees selecting one of the Department's plans. Part-time employees selecting one of the Department's plans will receive a contribution from the Department that is ninety percent (90%) of the contribution provided to full-time employees. Employees will be responsible for paying the remaining portion of the premium costs. The Department will deduct the employee's premium contribution in equal installments from the first two (2) pay periods of each month. Unless otherwise requested by an employee or required by law, contributions shall be deducted on a pre-tax basis.
- b. **Health Savings Account.** Employees choosing the Kaiser Permanente HMO HDHP plan will receive the following contributions toward a Health Savings Account ("HSA"). Employees may contribute to their HSA up to the maximum dollar value permitted by applicable law.

**January 1, 2023 - December 31, 2024 Collective Bargaining Agreement**  
**HEALTH AND WELFARE BENEFITS**

1. Employees will receive a one-time HSA contribution of \$500 upon beginning coverage under the HDHP plan to establish an initial account balance. Employees may not receive this incentive more than once, regardless of subsequent changes to their plan elections.
  2. Employees will receive a contribution of \$75 per month for employees insuring themselves or \$150 per month for employees insuring dependents during the time they are enrolled in the HDHP plan. Contributions will be deposited on a monthly basis.
- c. **Dental and Vision Premiums.** The Department will pay the composite premium rate for all eligible employees. The Department will pay ninety percent (90%) of the composite premium rate for all eligible part-time employees (as defined in Section 18.1.b.3. above).
- d. **Opt Out Benefit.** The Department will permit employees who provide proof of coverage under another group medical insurance plan to opt out of medical coverage under the Department's plans. Full-time employees who take advantage of this option will receive \$150 per pay period in accord with Department policy; part-time employees who take advantage of this option will receive \$130 per pay period in accord with Department policy. With advanced written notice to the Unions, the Department may change its policy regarding the manner in which opt-out benefits are paid to the extent required to comply with applicable law. Underwriting rules prohibit more than twenty-five percent (25%) of eligible Department employees from opting out of medical coverage. If the number of employees opting out reaches the maximum permitted level, no new employees will be allowed to opt out until the number of opt-outs drops below the maximum permitted number. A waiting list will be created for any employees prohibited from opting out of medical coverage because of this rule. Names will be placed on the list on first-come, first-served basis.
- e. **Reopener.** In the event that any of the above plans experiences a premium increase of greater than twelve percent (12%) during a year of this Agreement, the parties will reopen negotiations to discuss replacing the plan or otherwise mitigating the cost increase. In the event that parties do not reach agreement on a plan to address the cost increases, employees selecting the affected plan will be responsible for paying nine percent (9%) of the premium costs associated with the plan, and the Department will pay ninety-one percent (91%) of the premium costs.
- f. **Bargaining for a Successor Agreement.** The parties will bargain in good faith with a shared goal of reaching agreement on the Department's 2025 insurance program and funding prior to the expiration of the 2023-2024 Agreement.



**January 1, 2023 - December 31, 2024 Collective Bargaining Agreement**  
**HEALTH AND WELFARE BENEFITS**

**18.4 Medical, Dental, Vision, Long-Term Disability and Life Insurance During Leaves of Absence.**

- a. Except as otherwise provided by law or this Agreement, an employee shall not earn vacation leave, sick leave, other compensable leaves or paid group insurance benefits during an unpaid leave of absence.
- b. Except when law or this Agreement requires the Department to continue making its contribution towards the cost of insurance benefits, an employee on an unpaid leave of absence may continue coverage (pursuant to COBRA) under for the Department's medical, dental and vision insurance plans for up to eighteen (18) months by paying the full cost of the insurance premiums for those plans and any administrative fee customarily charged by the Department pursuant to applicable law. If the employee timely pays such insurance premiums, then the employee shall suffer no reduction or other loss of such benefits compared to other employees during the unpaid leave of absence. Long-term disability and life insurance coverage may be continued by converting to a personal policy through The Standard Life Insurance plan.

**18.5 Employee Assistance Program.** The current Employee Assistance Program ("EAP") shall be maintained during the term of this Agreement and shall be changed only by mutual written consent of all parties to this Agreement. Employees may freely use or refuse to use the services of the EAP. Involvement in the EAP shall not be reflected in the employee's personnel records except insofar as requests for leave to use EAP may be maintained in the employee's medical file. All records resulting from the employee's involvement in the EAP shall be maintained by the EAP provider and the Department shall have no right of access thereto without the employee's prior written consent or as otherwise allowed by law; provided that if the Department suspects that the employee may be abusing sick leave or Department-directed counseling, then the Department may obtain verification from the EAP provider that an employee has attended a scheduled EAP appointment but not the content of the discussion.

**January 1, 2023 - December 31, 2024 Collective Bargaining Agreement**  
**PERSONAL LIABILITY AND EMPLOYEE INDEMNIFICATION**

**ARTICLE 19 – PERSONAL LIABILITY AND EMPLOYEE INDEMNIFICATION**

As specified in Board of Health Resolution #172, dated December 13, 1977 and Board of Health Resolution # 94-1759, dated July 7, 1994, and applicable law, the Department shall defend employees, upon proper request, against claims or actions for damages brought against them for acts, errors or omissions while acting in the course and scope of their employment.

**ARTICLE 20 – WORK STOPPAGES**

- 20.1** The Union and the Department recognize that the Department is engaged in a public service requiring continuous operation to safeguard and protect public health, welfare and safety and agree that the Department and the Union are obliged to provide uninterrupted service to the public.
- 20.2** The Union shall not authorize a strike, work stoppage, or slowdown, and the Department shall not engage in a lockout during the term of this Agreement. The Union shall take every reasonable means within its power to induce employees engaged in strike, work stoppage or slowdown, in violation of this Agreement, to return to work. Every attempt shall be made to settle all disputes or controversies arising under this Agreement under the grievance and arbitration procedures provided herein.

**January 1, 2023 - December 31, 2024 Collective Bargaining Agreement**  
**SCOPE OF AGREEMENT**

**ARTICLE 21 – SCOPE OF AGREEMENT**

- 21.1 Term of Agreement.** This Agreement is effective January 1, 2023 and continues through December 31, 2024. Unless otherwise agreed, the parties will begin negotiations for the 2025 agreement no later than September 1, 2024.
- 21.2 Severability.** If any term or provision of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, the remaining terms or provisions of this Agreement shall continue in full force and effect. The parties agree to reopen negotiations promptly on any such invalidated term or provision to comply with the law.

SIGNED FOR THE DEPARTMENT

Catherine Ushka  
Catherine Ushka (Jan 26, 2023 15:43 PST)

Derek Young, Chair  
Tacoma-Pierce County Board of Health

Anthony L-T Chen

Anthony L-T Chen, MD, MPH  
Director of Health  
Tacoma-Pierce County Health Department

SIGNED FOR THE UNIONS

Zach Dugovich  
Zach Dugovich (Dec 28, 2022 12:08 PST)

Zach Dugovich  
County and City Employees Local 120

Leann K. Paluck  
Leann K. Paluck (Dec 28, 2022 12:09 PST)

Leann K. Paluck, Esq.  
Tacoma-Pierce County Public Health  
Employees Association

John SCearcy  
John SCearcy (Jan 12, 2023 09:20 PST)

John SCearcy  
Teamsters Local Union # 117 – Affiliated  
With the International Brotherhood of  
Teamsters

**January 1, 2023 - December 31, 2024 Collective Bargaining Agreement**  
**SCOPE OF AGREEMENT**

**APPENDIX A – CLASSIFICATION LIST**

Tacoma-Pierce County Health Department  
 Job Classification Listing 2023-2024

Updated November 14, 2022

Code	Cla	EEO Code	Pay Range #	O/T	Union
6650	Administrative Assistant I	AS	9	Y	CC
6609	Administrative Assistant II	AS	11	Y	CC
6608	Administrative Assistant III	AS	13	Y	CC
2204	Clinic Coordinator	PRO	21	N	TE
8951	Courier	SM	7	Y	TE
3552	DATC I	PRO	14	Y	TE
3509	DATC II	PRO	16	Y	TE
3534	DATC III	PRO	18	Y	TE
3569	DATC Trainee	PARA	7	Y	TE
3525	Disease Investigation Specialist I	TEC	17	Y	CC
5401	Disease Investigation Specialist II	TEC	19	Y	CC
3574	Disease Investigation Technician	TEC	13	Y	CC
2355	EHS I	TEC	17	Y	CC
n/a	EHS II	PRO	18	Y	CC
2310	EHS III	PRO	20	Y	CC
2102	EHS Supervisor	PRO	22	N	CC
3564	EHT	TEC	13	Y	CC
3511	Fiscal Technician I	TEC	13	Y	CC
3565	Fiscal Technician II	TEC	15	Y	CC
5403	Health Promotion Coordinator I	PRO	15	Y	CC
2354	Health Promotion Coordinator II	PRO	19	Y	CC
3533	Health Promotion Technician	TEC	13	Y	CC
3557	Licensed Practical Nurse I	TEC	13	Y	PH
3517	Licensed Practical Nurse II	TEC	15	Y	PH
3563	Medical Assistant I	TEC	7	Y	TE
3559	Medical Assistant II	TEC	9	Y	TE
3573	Medical Assistant III	TEC	11	Y	TE
2380	Mental Health Professional I	PRO	16	N	CC
2378	Mental Health Professional II	PRO	19	N	CC
5204	Office Administrator	AS	17	N	CC
2353	Public Health Nurse I	PRO	20	Y	PH
2307	Public Health Nurse II	PRO	22	N	PH
2322	Registered Nurse	PRO	18	Y	PH

**January 1, 2023 - December 31, 2024 Collective Bargaining Agreement**  
**SCOPE OF AGREEMENT**

Legend	
CODE: For HR use only	
PAY RANGE = Salary Grade	EEO CATEGORIES
OVERTIME DESIGNATION	AS = Administrative Support
Y = Overtime Eligible (nonexempt status)	O&A = Officials &
N = Not overtime eligible (exempt status)	Administrators PARA =
	Paraprofessionals PRO =
	Professionals
	SM = Service Maintenance
	TEC = Technicians
UNION DESIGNATION	
CC = AFSCME Local 120	
PH = TPCPHEA	
TE = Teamsters Local 117	

# January 1, 2023 - December 31, 2024 Collective Bargaining Agreement

## SCOPE OF AGREEMENT

### APPENDIX B – 2023 SALARY

Tacoma-Pierce County Health Department  
Proposed 2023 Salary Schedule  
8.00% COLA from 2022  
Nov. 14, 2022

Range	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
5	Annual	\$36,316.80	\$38,105.60	\$39,977.60	\$41,787.20	\$43,534.40	\$44,179.20	\$44,595.20	\$44,990.40	\$45,281.60	\$45,718.40	\$46,051.20	\$46,425.60	\$46,800.00
	Bi-Weekly	\$1,396.80	\$1,465.60	\$1,537.60	\$1,607.20	\$1,674.40	\$1,699.20	\$1,715.20	\$1,730.40	\$1,741.60	\$1,758.40	\$1,771.20	\$1,785.60	\$1,800.00
	Hourly	\$17.46	\$18.32	\$19.22	\$20.09	\$20.93	\$21.24	\$21.44	\$21.63	\$21.77	\$21.98	\$22.14	\$22.32	\$22.50
6	Annual	\$38,147.20	\$39,998.40	\$41,932.80	\$43,867.20	\$45,739.20	\$46,425.60	\$46,820.80	\$47,216.00	\$47,507.20	\$47,964.80	\$48,360.00	\$48,755.20	\$49,088.00
	Bi-Weekly	\$1,467.20	\$1,538.40	\$1,612.80	\$1,687.20	\$1,759.20	\$1,785.60	\$1,800.80	\$1,816.00	\$1,827.20	\$1,844.80	\$1,860.00	\$1,875.20	\$1,888.00
	Hourly	\$18.34	\$19.23	\$20.16	\$21.09	\$21.99	\$22.32	\$22.51	\$22.70	\$22.84	\$23.06	\$23.25	\$23.44	\$23.60
7	Annual	\$39,936.00	\$41,953.60	\$43,867.20	\$45,947.20	\$47,944.00	\$48,651.20	\$48,984.00	\$49,441.60	\$49,732.80	\$50,190.40	\$50,627.20	\$51,064.00	\$51,376.00
	Bi-Weekly	\$1,536.00	\$1,613.60	\$1,687.20	\$1,767.20	\$1,844.00	\$1,871.20	\$1,884.00	\$1,901.60	\$1,912.80	\$1,930.40	\$1,947.20	\$1,964.00	\$1,976.00
	Hourly	\$19.20	\$20.17	\$21.09	\$22.09	\$23.05	\$23.39	\$23.55	\$23.77	\$23.91	\$24.13	\$24.34	\$24.55	\$24.70
8	Annual	\$41,912.00	\$44,033.60	\$46,113.60	\$48,235.20	\$50,315.20	\$51,084.80	\$51,438.40	\$51,916.80	\$52,270.40	\$52,728.00	\$53,164.80	\$53,580.80	\$53,996.80
	Bi-Weekly	\$1,612.00	\$1,693.60	\$1,773.60	\$1,855.20	\$1,935.20	\$1,964.80	\$1,978.40	\$1,996.80	\$2,010.40	\$2,028.00	\$2,044.80	\$2,060.80	\$2,076.80
	Hourly	\$20.15	\$21.17	\$22.17	\$23.19	\$24.19	\$24.56	\$24.73	\$24.96	\$25.13	\$25.35	\$25.56	\$25.76	\$25.96
9	Annual	\$43,867.20	\$46,092.80	\$48,360.00	\$50,502.40	\$52,728.00	\$53,476.80	\$53,872.00	\$54,412.80	\$54,808.00	\$55,265.60	\$55,681.60	\$56,118.40	\$56,617.60
	Bi-Weekly	\$1,687.20	\$1,772.80	\$1,860.00	\$1,942.40	\$2,028.00	\$2,056.80	\$2,072.00	\$2,092.80	\$2,108.00	\$2,125.60	\$2,141.60	\$2,158.40	\$2,177.60
	Hourly	\$21.09	\$22.16	\$23.25	\$24.28	\$25.35	\$25.71	\$25.90	\$26.16	\$26.35	\$26.57	\$26.77	\$26.98	\$27.22
10	Annual	\$46,113.60	\$48,464.00	\$50,772.80	\$53,081.60	\$55,369.60	\$56,160.00	\$56,617.60	\$57,116.80	\$57,595.20	\$58,052.80	\$58,468.80	\$58,947.20	\$59,467.20
	Bi-Weekly	\$1,773.60	\$1,864.00	\$1,952.80	\$2,041.60	\$2,129.60	\$2,160.00	\$2,177.60	\$2,196.80	\$2,215.20	\$2,232.80	\$2,248.80	\$2,267.20	\$2,287.20
	Hourly	\$22.17	\$23.30	\$24.41	\$25.52	\$26.62	\$27.00	\$27.22	\$27.46	\$27.69	\$27.91	\$28.11	\$28.34	\$28.59
11	Annual	\$48,380.80	\$50,772.80	\$53,164.80	\$55,619.20	\$58,011.20	\$58,864.00	\$59,321.60	\$59,820.80	\$60,340.80	\$60,840.00	\$61,276.80	\$61,734.40	\$62,337.60
	Bi-Weekly	\$1,860.80	\$1,952.80	\$2,044.80	\$2,139.20	\$2,231.20	\$2,264.00	\$2,281.60	\$2,300.80	\$2,320.80	\$2,340.00	\$2,356.80	\$2,374.40	\$2,397.60
	Hourly	\$23.26	\$24.41	\$25.56	\$26.74	\$27.89	\$28.30	\$28.52	\$28.76	\$29.01	\$29.25	\$29.46	\$29.68	\$29.97
12	Annual	\$50,772.80	\$53,310.40	\$55,848.00	\$58,344.00	\$60,881.60	\$61,838.40	\$62,316.80	\$62,795.20	\$63,356.80	\$63,814.40	\$64,334.40	\$64,833.60	\$65,436.80
	Bi-Weekly	\$1,952.80	\$2,050.40	\$2,148.00	\$2,244.00	\$2,341.60	\$2,378.40	\$2,396.80	\$2,415.20	\$2,436.80	\$2,454.40	\$2,474.40	\$2,493.60	\$2,516.80
	Hourly	\$24.41	\$25.63	\$26.85	\$28.05	\$29.27	\$29.73	\$29.96	\$30.19	\$30.46	\$30.68	\$30.93	\$31.17	\$31.46
13	Annual	\$53,164.80	\$55,827.20	\$58,468.80	\$61,110.40	\$63,752.00	\$64,833.60	\$65,270.40	\$65,728.00	\$66,352.00	\$66,788.80	\$67,392.00	\$67,891.20	\$68,556.80
	Bi-Weekly	\$2,044.80	\$2,147.20	\$2,248.80	\$2,350.40	\$2,452.00	\$2,493.60	\$2,510.40	\$2,528.00	\$2,552.00	\$2,568.80	\$2,592.00	\$2,611.20	\$2,636.80
	Hourly	\$25.56	\$26.94	\$28.11	\$29.38	\$30.65	\$31.17	\$31.38	\$31.60	\$31.90	\$32.11	\$32.40	\$32.64	\$32.96
14	Annual	\$55,848.00	\$58,614.40	\$61,443.20	\$64,230.40	\$67,038.40	\$67,995.20	\$68,536.00	\$69,035.20	\$69,659.20	\$70,179.20	\$70,782.40	\$71,323.20	\$71,947.20
	Bi-Weekly	\$2,148.00	\$2,254.40	\$2,363.20	\$2,470.40	\$2,578.40	\$2,615.20	\$2,636.00	\$2,655.20	\$2,679.20	\$2,699.20	\$2,722.40	\$2,743.20	\$2,767.20
	Hourly	\$26.85	\$28.18	\$29.54	\$30.88	\$32.23	\$32.69	\$32.95	\$33.19	\$33.49	\$33.74	\$34.03	\$34.29	\$34.58
15	Annual	\$58,468.80	\$61,380.80	\$64,355.20	\$67,371.20	\$70,262.40	\$71,156.80	\$71,780.80	\$72,384.00	\$72,966.40	\$73,569.60	\$74,152.00	\$74,734.40	\$75,337.60
	Bi-Weekly	\$2,248.80	\$2,360.80	\$2,475.20	\$2,591.20	\$2,702.40	\$2,736.80	\$2,760.80	\$2,784.00	\$2,806.40	\$2,829.60	\$2,852.00	\$2,874.40	\$2,897.60
	Hourly	\$28.11	\$29.51	\$30.94	\$32.39	\$33.78	\$34.21	\$34.51	\$34.80	\$35.08	\$35.37	\$35.65	\$35.93	\$36.22
16	Annual	\$61,443.20	\$64,459.20	\$67,516.80	\$70,657.60	\$73,694.40	\$74,713.60	\$75,379.20	\$75,982.40	\$76,606.40	\$77,251.20	\$77,812.80	\$78,520.00	\$79,081.60
	Bi-Weekly	\$2,363.20	\$2,479.20	\$2,596.80	\$2,717.60	\$2,834.40	\$2,873.60	\$2,899.20	\$2,922.40	\$2,946.40	\$2,971.20	\$2,992.80	\$3,020.00	\$3,041.60
	Hourly	\$29.54	\$30.99	\$32.46	\$33.97	\$35.43	\$35.92	\$36.24	\$36.53	\$36.83	\$37.14	\$37.41	\$37.75	\$38.02

Tacoma-Pierce County Health Department  
Proposed 2023 Salary Schedule  
8.00% COLA from 2022  
Nov. 14, 2022

Range	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
17	Annual	\$64,355.20	\$67,558.40	\$70,720.00	\$73,923.20	\$77,168.00	\$78,249.60	\$78,977.60	\$79,539.20	\$80,246.40	\$80,932.80	\$81,494.40	\$82,243.20	\$82,784.00
	Bi-Weekly	\$2,475.20	\$2,598.40	\$2,720.00	\$2,843.20	\$2,968.00	\$3,009.60	\$3,037.60	\$3,059.20	\$3,086.40	\$3,112.80	\$3,134.40	\$3,163.20	\$3,184.00
	Hourly	\$30.94	\$32.48	\$34.00	\$35.54	\$37.10	\$37.62	\$37.97	\$38.24	\$38.58	\$38.91	\$39.18	\$39.54	\$39.80
18	Annual	\$67,558.40	\$70,990.40	\$74,256.00	\$77,667.20	\$81,078.40	\$82,222.40	\$82,908.80	\$83,595.20	\$84,240.00	\$84,968.00	\$85,633.60	\$86,361.60	\$86,985.60
	Bi-Weekly	\$2,598.40	\$2,730.40	\$2,856.00	\$2,987.20	\$3,118.40	\$3,162.40	\$3,188.80	\$3,215.20	\$3,240.00	\$3,268.00	\$3,293.60	\$3,321.60	\$3,345.60
	Hourly	\$32.48	\$34.13	\$35.70	\$37.34	\$38.98	\$39.53	\$39.86	\$40.19	\$40.50	\$40.85	\$41.17	\$41.52	\$41.82
19	Annual	\$70,720.00	\$74,380.80	\$77,812.80	\$81,390.40	\$84,968.00	\$86,153.60	\$86,840.00	\$87,609.60	\$88,254.40	\$89,003.20	\$89,752.00	\$90,480.00	\$91,145.60
	Bi-Weekly	\$2,720.00	\$2,860.80	\$2,992.80	\$3,130.40	\$3,268.00	\$3,313.60	\$3,340.00	\$3,369.60	\$3,394.40	\$3,423.20	\$3,452.00	\$3,480.00	\$3,505.60
	Hourly	\$34.01	\$35.76	\$37.41	\$39.13	\$40.85	\$41.42	\$41.75	\$42.12	\$42.43	\$42.79	\$43.15	\$43.50	\$43.82
20	Annual	\$74,257.60	\$78,062.40	\$81,723.20	\$85,425.60	\$89,190.40	\$90,459.20	\$91,166.40	\$91,936.00	\$92,664.00	\$93,433.60	\$94,244.80	\$94,952.00	\$95,659.20
	Bi-Weekly	\$2,857.60	\$3,002.40	\$3,143.20	\$3,285.60	\$3,430.40	\$3,479.20	\$3,506.40	\$3,536.00	\$3,564.00	\$3,593.60	\$3,624.80	\$3,652.00	\$3,679.20
	Hourly	\$35.72	\$37.53	\$39.29	\$41.07	\$42.88	\$43.49	\$43.83	\$44.20	\$44.55	\$44.92	\$45.31	\$45.65	\$45.99
21	Annual	\$77,812.80	\$81,744.00	\$85,612.80	\$89,523.20	\$93,350.40	\$94,723.20	\$95,492.80	\$96,304.00	\$97,032.00	\$97,905.60	\$98,716.80	\$99,444.80	\$100,172.80
	Bi-Weekly	\$2,992.80	\$3,144.00	\$3,292.80	\$3,443.20	\$3,590.40	\$3,643.20	\$3,672.80	\$3,704.00	\$3,732.00	\$3,765.60	\$3,796.80	\$3,824.80	\$3,852.80
	Hourly	\$37.41	\$39.30	\$41.16	\$43.04	\$44.88	\$45.54	\$45.91	\$46.30	\$46.65	\$47.07	\$47.46	\$47.81	\$48.16
22	Annual	\$81,723.20	\$85,862.40	\$89,876.80	\$93,995.20	\$98,051.20	\$99,486.40	\$100,276.80	\$101,129.60	\$101,940.80	\$102,793.60	\$103,604.80	\$104,436.80	\$105,206.40
	Bi-Weekly	\$3,143.20	\$3,302.40	\$3,456.80	\$3,615.20	\$3,771.20	\$3,826.40	\$3,856.80	\$3,889.60	\$3,920.80	\$3,953.60	\$3,980.80	\$4,016.80	\$4,046.40
	Hourly	\$39.29	\$41.28	\$43.21	\$45.19	\$47.14	\$47.83	\$48.21	\$48.62	\$49.01	\$49.42	\$49.81	\$50.21	\$50.58

# January 1, 2023 - December 31, 2024 Collective Bargaining Agreement

## SCOPE OF AGREEMENT

### APPENDIX C – 2024 SALARY

Tacoma-Pierce County Health Department

Proposed 2024 Salary Schedule

2.00% COLA from 2023

Nov. 14, 2023

Range	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
5	Annual	\$37,044.80	\$38,875.20	\$40,768.00	\$42,619.20	\$44,408.00	\$45,052.80	\$45,489.60	\$45,884.80	\$46,196.80	\$46,633.60	\$46,966.40	\$47,361.60	\$47,736.00
	Bi-Weekly	\$1,424.80	\$1,495.20	\$1,568.00	\$1,639.20	\$1,708.00	\$1,732.80	\$1,749.60	\$1,764.80	\$1,776.80	\$1,793.60	\$1,806.40	\$1,821.60	\$1,836.00
	Hourly	\$27.810	\$28.69	\$29.60	\$30.48	\$31.35	\$32.66	\$32.87	\$33.06	\$33.21	\$33.42	\$33.58	\$33.77	\$33.95
6	Annual	\$38,916.80	\$40,788.80	\$42,764.80	\$44,740.80	\$46,654.40	\$47,361.60	\$47,756.80	\$48,152.00	\$48,464.00	\$48,921.60	\$49,337.60	\$49,732.80	\$50,065.60
	Bi-Weekly	\$1,496.80	\$1,568.80	\$1,644.80	\$1,720.80	\$1,794.40	\$1,821.60	\$1,836.80	\$1,852.00	\$1,864.00	\$1,881.60	\$1,897.60	\$1,912.80	\$1,925.60
	Hourly	\$18.71	\$19.61	\$20.56	\$21.51	\$22.43	\$22.77	\$22.96	\$23.15	\$23.30	\$23.52	\$23.72	\$23.91	\$24.07
7	Annual	\$40,726.40	\$42,785.60	\$44,740.80	\$46,862.40	\$48,900.80	\$49,628.80	\$49,961.60	\$50,440.00	\$50,731.20	\$51,188.80	\$51,646.40	\$52,083.20	\$52,395.20
	Bi-Weekly	\$1,566.40	\$1,645.60	\$1,720.80	\$1,802.40	\$1,880.80	\$1,908.80	\$1,921.60	\$1,940.00	\$1,951.20	\$1,968.80	\$1,986.40	\$2,003.20	\$2,015.20
	Hourly	\$19.58	\$20.57	\$21.51	\$22.53	\$23.51	\$23.86	\$24.02	\$24.25	\$24.39	\$24.61	\$24.81	\$25.04	\$25.19
8	Annual	\$42,744.00	\$44,907.20	\$47,028.80	\$49,192.00	\$51,313.60	\$52,104.00	\$52,457.60	\$52,956.80	\$53,310.40	\$53,788.80	\$54,225.60	\$54,662.40	\$55,078.40
	Bi-Weekly	\$1,644.00	\$1,727.20	\$1,808.80	\$1,892.00	\$1,973.60	\$2,004.00	\$2,017.60	\$2,036.80	\$2,050.40	\$2,068.80	\$2,085.60	\$2,102.40	\$2,118.40
	Hourly	\$20.55	\$21.59	\$22.61	\$23.65	\$24.67	\$25.05	\$25.22	\$25.46	\$25.63	\$25.86	\$26.07	\$26.28	\$26.48
9	Annual	\$44,740.80	\$47,008.00	\$49,337.60	\$51,521.60	\$53,788.80	\$54,537.60	\$54,953.60	\$55,494.40	\$55,910.40	\$56,368.00	\$56,804.80	\$57,241.60	\$57,740.80
	Bi-Weekly	\$1,720.80	\$1,808.00	\$1,897.60	\$1,981.60	\$2,068.80	\$2,097.60	\$2,113.60	\$2,134.40	\$2,150.40	\$2,168.00	\$2,184.80	\$2,201.60	\$2,220.80
	Hourly	\$21.51	\$22.60	\$23.72	\$24.77	\$25.86	\$26.22	\$26.42	\$26.68	\$26.88	\$27.10	\$27.31	\$27.52	\$27.76
10	Annual	\$47,028.80	\$49,441.60	\$51,792.00	\$54,142.40	\$56,472.00	\$57,283.20	\$57,740.80	\$58,260.80	\$58,739.20	\$59,217.60	\$59,633.60	\$60,132.80	\$60,652.80
	Bi-Weekly	\$1,808.80	\$1,901.60	\$1,992.00	\$2,082.40	\$2,172.00	\$2,203.20	\$2,220.80	\$2,240.80	\$2,259.20	\$2,277.60	\$2,293.60	\$2,312.80	\$2,332.80
	Hourly	\$22.61	\$23.77	\$24.90	\$26.03	\$27.15	\$27.54	\$27.76	\$28.01	\$28.24	\$28.47	\$28.67	\$28.91	\$29.16
11	Annual	\$49,358.40	\$51,792.00	\$54,225.60	\$56,721.60	\$59,176.00	\$60,049.60	\$60,507.20	\$61,027.20	\$61,547.20	\$62,067.20	\$62,504.00	\$62,961.60	\$63,585.60
	Bi-Weekly	\$1,898.40	\$1,992.00	\$2,085.60	\$2,181.60	\$2,276.00	\$2,309.60	\$2,327.20	\$2,347.20	\$2,367.20	\$2,387.20	\$2,404.00	\$2,421.60	\$2,445.60
	Hourly	\$23.73	\$24.90	\$26.07	\$27.27	\$28.45	\$28.87	\$29.09	\$29.34	\$29.58	\$29.84	\$30.05	\$30.27	\$30.57
12	Annual	\$51,792.00	\$54,371.20	\$56,971.20	\$59,508.80	\$62,108.80	\$63,065.60	\$63,564.80	\$64,043.20	\$64,625.60	\$65,083.20	\$65,624.00	\$66,123.20	\$66,747.20
	Bi-Weekly	\$1,992.00	\$2,091.20	\$2,191.20	\$2,288.80	\$2,388.80	\$2,425.60	\$2,444.80	\$2,464.80	\$2,485.60	\$2,503.20	\$2,524.00	\$2,543.20	\$2,567.20
	Hourly	\$24.90	\$26.14	\$27.39	\$28.61	\$29.86	\$30.32	\$30.56	\$30.79	\$31.07	\$31.29	\$31.55	\$31.79	\$32.09
13	Annual	\$54,235.60	\$56,950.40	\$59,633.60	\$62,337.60	\$65,020.80	\$66,123.20	\$66,580.80	\$67,038.40	\$67,683.20	\$68,120.00	\$68,744.00	\$69,243.20	\$69,919.60
	Bi-Weekly	\$2,085.60	\$2,190.40	\$2,293.60	\$2,397.60	\$2,500.80	\$2,543.20	\$2,560.80	\$2,578.40	\$2,603.20	\$2,620.00	\$2,644.00	\$2,663.20	\$2,689.60
	Hourly	\$26.07	\$27.38	\$28.67	\$29.87	\$31.26	\$31.79	\$32.01	\$32.23	\$32.54	\$32.75	\$33.05	\$33.29	\$33.63
14	Annual	\$56,971.20	\$59,779.20	\$62,670.40	\$65,520.00	\$68,369.60	\$69,347.20	\$69,908.80	\$70,408.00	\$71,052.80	\$71,572.80	\$72,196.80	\$72,758.40	\$73,382.40
	Bi-Weekly	\$2,191.20	\$2,299.20	\$2,410.40	\$2,520.00	\$2,629.60	\$2,667.20	\$2,688.80	\$2,708.00	\$2,732.80	\$2,752.80	\$2,776.80	\$2,798.40	\$2,822.40
	Hourly	\$27.39	\$28.74	\$30.13	\$31.50	\$32.87	\$33.34	\$33.61	\$33.85	\$34.16	\$34.41	\$34.71	\$34.98	\$35.28
15	Annual	\$59,633.60	\$62,608.00	\$65,644.80	\$68,723.20	\$71,676.80	\$72,571.20	\$73,216.00	\$73,840.00	\$74,422.40	\$75,046.40	\$75,628.80	\$76,232.00	\$76,835.20
	Bi-Weekly	\$2,293.60	\$2,408.00	\$2,524.80	\$2,643.20	\$2,756.80	\$2,791.20	\$2,816.00	\$2,840.00	\$2,862.40	\$2,886.40	\$2,908.80	\$2,932.00	\$2,955.20
	Hourly	\$28.67	\$30.10	\$31.56	\$33.04	\$34.46	\$34.89	\$35.20	\$35.50	\$35.78	\$36.05	\$36.36	\$36.65	\$36.94
16	Annual	\$62,670.40	\$65,748.80	\$68,868.80	\$72,072.00	\$75,171.20	\$76,211.20	\$76,876.80	\$77,500.80	\$78,145.60	\$78,790.40	\$79,372.80	\$80,100.80	\$80,662.40
	Bi-Weekly	\$2,410.40	\$2,528.80	\$2,648.80	\$2,772.00	\$2,891.20	\$2,931.20	\$2,956.80	\$2,980.80	\$3,005.60	\$3,030.40	\$3,052.80	\$3,080.80	\$3,102.40
	Hourly	\$30.13	\$31.61	\$33.11	\$34.65	\$36.14	\$36.64	\$36.96	\$37.26	\$37.57	\$37.88	\$38.16	\$38.51	\$38.78

Tacoma-Pierce County Health Department

Proposed 2024 Salary Schedule

2.00% COLA from 2023

Nov. 14, 2023

Range	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
17	Annual	\$65,644.80	\$68,910.40	\$72,134.40	\$75,400.00	\$78,707.20	\$79,809.60	\$80,558.40	\$81,120.00	\$81,848.00	\$82,555.20	\$83,116.80	\$83,886.40	\$84,448.00
	Bi-Weekly	\$2,524.80	\$2,650.40	\$2,774.40	\$2,900.00	\$3,027.20	\$3,069.60	\$3,098.40	\$3,120.00	\$3,148.00	\$3,175.20	\$3,196.80	\$3,226.40	\$3,248.00
	Hourly	\$31.56	\$33.13	\$34.68	\$36.25	\$37.84	\$38.37	\$38.73	\$39.00	\$39.35	\$39.69	\$39.96	\$40.33	\$40.60
18	Annual	\$68,910.40	\$72,404.80	\$75,732.80	\$79,227.20	\$82,700.80	\$83,665.60	\$84,572.80	\$85,259.20	\$85,924.80	\$86,673.60	\$87,339.20	\$88,088.00	\$88,732.80
	Bi-Weekly	\$2,650.40	\$2,784.80	\$2,912.80	\$3,047.20	\$3,180.80	\$3,225.60	\$3,252.80	\$3,279.20	\$3,304.80	\$3,333.60	\$3,359.20	\$3,388.00	\$3,412.80
	Hourly	\$33.13	\$34.81	\$36.41	\$38.09	\$39.76	\$40.32	\$40.66	\$40.99	\$41.31	\$41.67	\$41.99	\$42.35	\$42.66
19	Annual	\$72,155.20	\$75,878.40	\$79,373.80	\$83,012.80	\$86,673.60	\$87,680.00	\$88,587.20	\$89,356.80	\$90,022.40	\$90,792.00	\$91,540.80	\$92,289.60	\$92,976.00
	Bi-Weekly	\$2,775.20	\$2,918.40	\$3,052.80	\$3,192.80	\$3,331.60	\$3,380.00	\$3,407.20	\$3,436.80	\$3,462.40	\$3,492.00	\$3,520.80	\$3,549.60	\$3,576.00
	Hourly	\$34.69	\$36.48	\$38.16	\$39.91	\$41.67	\$42.25	\$42.59	\$42.96	\$43.28	\$43.65	\$44.01	\$44.37	\$44.70
20	Annual	\$75,774.40	\$79,622.40	\$83,366.40	\$87,131.20	\$90,979.20	\$92,268.80	\$92,996.80	\$93,766.40	\$94,515.20	\$95,305.60	\$96,137.60	\$96,844.80	\$97,572.80
	Bi-Weekly	\$2,910.40	\$3,062.40	\$3,206.40	\$3,351.20	\$3,499.20	\$3,548.80	\$3,576.80	\$3,606.40	\$3,635.20	\$3,665.60	\$3,697.60	\$3,724.80	\$3,752.80
	Hourly	\$36.43	\$38.28	\$40.08	\$41.89	\$43.74	\$44.36	\$44.71	\$45.08	\$45.44	\$45.82	\$46.22	\$46.56	\$46.91
21	Annual	\$79,372.80	\$83,387.20	\$87,318.40	\$91,312.00	\$95,222.40	\$96,616.00	\$97,406.40	\$98,238.40	\$99,066.40	\$99,860.80	\$100,692.80	\$101,441.60	\$102,169.60
	Bi-Weekly	\$3,052.80	\$3,207.20	\$3,358.40	\$3,512.00	\$3,662.40	\$3,716.00	\$3,746.40	\$3,778.40	\$3,806.40	\$3,840.80	\$3,872.80	\$3,901.60	\$3,925.60
	Hourly	\$38.16	\$40.09	\$41.98	\$43.90	\$45.76	\$46.45	\$46.83	\$47.23	\$47.58	\$48.01	\$48.41	\$48.77	\$49.12
22	Annual	\$83,366.40	\$87,588.80	\$91,665.60	\$95,867.20	\$100,006.40	\$101,483.20	\$102,773.60	\$103,147.20	\$103,979.20	\$104,852.80	\$105,684.80	\$106,516.80	\$107,307.20
	Bi-Weekly	\$3,206.40	\$3,368.80	\$3,525.60	\$3,687.20	\$3,846.40	\$3,903.20	\$3,933.60	\$3,967.20	\$3,999.20	\$4,032.80	\$4,064.80	\$4,096.80	\$4,127.20
	Hourly	\$40.08	\$42.11	\$44.07	\$46.09	\$48.08	\$48.79	\$49.17	\$49.59	\$49.99	\$50.41	\$50.81	\$51.21	\$51.59



## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding between the Washington State Council of County and City Employees, Local 120 (“Local 120”); the Tacoma-Pierce County Public Health Employees Association; the Teamsters Union Local 117; and the Tacoma-Pierce County Health Department (the “Department”) is to memorialize an agreement reached between the parties regarding during negotiations for the collective bargaining agreement covering the 2023-2024 period (the “CBA”).

### **Recitals**

Department personnel have been in a state of emergency activation since the beginning of the COVID-19 pandemic in early 2020. During that period, Department staff have worked long hours under stressful circumstances to help communities in Pierce County manage an extraordinary public health crisis. In recognition for this service, and to aid staff in transitioning out of an emergency footing and back to more normal work conditions, the parties agreed in contract negotiations to add two additional days of paid wellness leave to each year of the two-year CBA. The parties have reached this Memorandum of Understanding to memorialize their agreement.

### **Agreement**

Now, therefore, the parties agree as follows:

1. In 2023 and again in 2024, in addition to the paid leave provided to employees in Article 15 of the CBA, all regular and project employees will receive an additional two (2) paid wellness days off. Wellness days must be used for time off during the calendar year of entitlement or they will be forfeited. Wellness days will not be converted to cash under any circumstances.
2. Employees who join the Department after the beginning of either year will be eligible for and earn the paid wellness days according to the requirements and timelines applicable to paid personal holidays as described in Section 15.3.e.2 of the CBA.
3. Full-time employees will receive eight (8) hours of pay for each wellness day; part-time employees will receive a prorated number of hours based on budgeted FTE.
4. Use of wellness days requires the prior approval of the appointing authority. Upon approval of the hiring authority, wellness days may be used in increments of one-tenth (0.10) hour.

Signed and dated this 14<sup>th</sup> day of December, 2022.

Tacoma-Pierce County Health Department

Washington State Council of County and  
City Employees, Local 120

By *M. L. Linn*  
Its Director of Health

By *Zach Dugovich*  
Its Staff Representative

Tacoma-Pierce County Public Health  
Employees Association

Teamsters Union, Local 117

By *Leann K. Paluck*  
Its Attorney

By *John Searcy*  
Its Secretary-Treasurer

## **WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>**

**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.**

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<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>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](http://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.