

**2014**  
**C O N T R A C T**  
**By and Between**  
**PIERCE COUNTY**  
**and**  
**COUNCIL 2**  
**WASHINGTON STATE COUNCIL OF**  
**COUNTY AND CITY EMPLOYEES, AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO**  
**LOCAL 120 - W**

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**COUNCIL 2**

**WASHINGTON STATE COUNCIL OF  
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STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO  
LOCAL NO. 120 - W**

**ARTICLE 1**

This Agreement is made and entered into by and between Pierce County for its operations listed below, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees, AFL-CIO; and Washington State Council of County and City Employees, AFSCME, Council 2, hereinafter referred to as the "Union."

**ARTICLE 2 - NONDISCRIMINATION**

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

2.2 No employee shall be discharged or disciplined because of membership or lack thereof or lawful activity in the Union, provided such activities are not carried on so as to interfere with the normal work process.

**ARTICLE 3 - RECOGNITION AND UNION SECURITY**

3.1 The Employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all regular full-time and regular part-time Maintenance Workers, Maintenance Specialist, and Maintenance Technicians of the Pierce County Public Works and Utilities Department – Sewer and Water Utility Division - Maintenance and Operation Section.

## 3.2

3.2.1 - Union Security. All employees in the Bargaining Unit who are members of the Union on the execution date of this Agreement shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All new employees employed during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the commencement of employment or the execution of this Agreement, whichever is later, become and remain members of the Union in good standing for the duration of this Agreement, except as provided in sub-section 3.2.2 of this Article.

"Good standing," as used in this Article, shall mean that the employee has paid timely or offered to pay the uniform initiation fees and regular monthly dues uniformly required for membership in the Union.

The termination of any employee for failure to comply with the provisions of this Article shall be on written notice from the Union to the Employer and employee, setting forth the reason for the delinquent status and allowing thirty (30) calendar days from receipt of notice to bring membership into good standing.

3.2.2 Any employee who, pursuant to RCW 41.56.122, asserts the right of non-association based on bona fide religious tenet(s), may be excluded from the terms of subsection 3.2.1 of this Article; however, such employee shall pay an amount equal to the regular Union dues and initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the public employee affected, and the bargaining representative to which such public employee would otherwise pay dues and initiation fee. The public employee shall furnish proof to the Union each month that such payment has been made to the agreed upon charitable organization.

3.3 The County agrees that upon written authorization of any employee who is a member of a Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, and only dues, as certified by the Union. The County shall continue to deduct dues at rates specified by the Union until the authorization is cancelled by written notification jointly by the Union and the employee.

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

3.5 Authorized officers and shop stewards of the Union shall have access to the Employer's operations at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that this Agreement is being adhered to provided that such visit shall not interfere with the work process or cause undue interruption of the employee's work schedule.

3.6 The Pierce County Charter shall prevail in matters affecting policies relating to employees

working under the jurisdiction of this Agreement. However, if provisions contained in this Agreement relating to wages, hours and working conditions are in conflict with County ordinances pertaining thereto, the terms of this Agreement shall prevail.

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

3.8 The business representative of the Union may meet with the Director of Human Resources or designee, at a mutually convenient prearranged time, at the request of either party, to discuss matters of concern or interest to either party. Such meetings shall be for the purpose of communications, but shall not constitute negotiations nor be constituted to violate or vacate the grievance procedure.

3.9 The Employer shall provide a seniority list, by classification, for each bargaining unit covered by this contract each January annually.

3.10 The County agrees to allow the Union to use a designated departmental bulletin board in an employee lunch or break room for the purpose of posting notices of Union meetings, Union election returns, Union appointments to office, Union recreational or social affairs, etc. The Union shall be solely responsible for material placed upon the boards by the appropriate Union representative.

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

1. To plan, direct, control and determine all the operations and services of the Employer.
2. To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees.
3. To schedule and assign work.
4. To establish reasonable work and performance standards and, from time to time, to

change those standards.

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

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

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

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

5.1 Workweek and Workday. The normal workweek for full-time employees shall be five (5) consecutive days of eight (8) hours work, Monday through Friday, exclusive of a lunch period. When operations require work to be performed outside the normal workweek, volunteers will be sought prior to staff being assigned work outside of the normal workweek. In the event the County determines an adequate number of qualified volunteers are not available, the County will select employees by classification by inverse seniority who meet the skill and ability operationally needed as determined by management.

It is intended that full-time employees will have a paid rest period of up to fifteen (15) minutes during each half of a scheduled work shift. Rest periods shall be scheduled by the supervisor to be taken as near the mid-point of each half shift as possible, subject to the operational needs of the department.

Employees will normally be assigned a workday schedule between the hours of 7:00am and 5:00pm. When operations require work to be performed outside the 7:00am to 5:00pm workday schedule, volunteers will first be sought. In the event an adequate number of volunteers are not available, the County will provide employees five (5) work days notice of the required schedule change.

5.2 Overtime and Comp Time. Overtime shall be paid at the rate of one and one-half times the base hourly rate for all hours compensated beyond forty (40) hours per week or for work performed outside of the employee's regular scheduled shift. Payment for authorized overtime hours worked shall be pay or compensatory time, as authorized by the Department Director or designee at the time earned. Compensatory time accumulated shall not exceed ten (10) working days, or 80 hours at any time. Should an employee be required to work on a Sunday, such time would be compensated at two (2) times the employee's base hourly rate of pay.

5.3 On-Call. See On-Call MOU dated December 2013

5.4 Call Back. This Section shall not apply to employees on call. If called back to perform work outside the normal work hours, employees who are not on call shall be compensated at one and one-half (1-1/2) times their basic rate of pay with a four (4) hour minimum. If called to perform work less than two (2) hours prior to the normal starting time, the employee shall be compensated only for actual hours worked at one and one-half (1-1/2) times their basic rate of pay. Callback time starts at the time employees are dispatched outside of their regular working hours and after having left the worksite at the end of the shift, but in no case will the start time be longer than thirty (30) minutes from the time the employee is called until the employee starts work. Callback shall apply only to employees called to return to work after leaving the workplace at the end of a shift and before the start of their next scheduled shift. Callback shall not apply to extensions of work shift beyond the scheduled ending time. Employees continuing work past the normal quitting time of their regularly scheduled day shall be compensated for the actual hours worked at the overtime rate.

5.5 No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE 6 - WAGES**

6.1.1 2013. Employees shall be granted no cost of living increase for 2013.

6.1.2 2014. Effective January 1, 2014 - Employees shall be granted a wage increase of 1.25%.



Effective June 23, 2014 - Employees shall be granted a wage increase of 1.25%.

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

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

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

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

Performance evaluations shall be subject to Steps 1, 2 and 3 only of the grievance procedure.

6.3 - Pay Period. The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the following Sunday. The Employer will make available bi-weekly check stubs/advices by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day. All employees will be paid via direct deposit no later than January 1, 2014 and checks will no longer routinely be issued.

6.4 - Mileage. Employees authorized to use their private vehicle for County business or in the performance of official duties shall receive reimbursement at the rate permitted by the IRS, for actual miles of necessary travel. In no event will reimbursement for miles driven exceed an amount equal to the round-trip coach air fare of a common carrier. Mileage reimbursement shall not be paid for miles driven by employees between their usual place of residence and usual work location. Should, during the term of this agreement, the County pay a higher mileage rate for the County Career Service Employees or any other bargaining group, the higher rate shall supersede the rate set forth herein.

6.5 - Assigned Vehicles. Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment.

6.6 - Longevity. Employees who currently qualify for participation in the longevity program will continue to participate and progress in accordance with the current percentage factors for continuous years of employment. New employees hired after January 1, 1983, shall not be eligible or participate in the longevity program.

6.7 - Pay for Work Performed in Higher Classifications. Employees who are approved for temporary assignment to perform substantially all of the duties of a higher classification for one full day or more shall have their salary raised to the next higher rate within the classification of the new assignment which will provide an increase of at least five (5) percent over the salary received prior to the duty assignment in the higher classification. In the event the highest rate of pay in the higher classification is not (5) percent above the employee's regular rate of pay, the employee will receive the highest rate of pay of the higher classification. Compensation for working out of class shall not result in any rights to a permanent classification. Payment for working out of class shall apply to hours worked only.

6.8 - Protective clothing and footwear. Each employee will be provided the following:

- a. One hard hat on an as needed basis,
- b. One baseball cap with County patch per calendar year,
- c. Five coveralls or bib overalls with name tag, or a combination,
- d. Five shirts with county logo and name tag, long or short sleeved or a combination,
- e. Ten t-shirts or sweatshirts, or a combination,
- f. Two jackets,
- g. A maximum of twenty four pair of cloth and rubber gloves or a combination, per calendar year.
- h. Fire resistant clothing as needed such as shirts, pants, jackets, etc.

County shirts, t-shirts or sweatshirts, will be worn at all times. Unless otherwise noted, all protective clothing will be replaced when damaged or worn out as determined by the County.

The County will provide each employee a lump sum of \$175 annually (subject to legally required deductions) to allow employees to purchase their own safety work boots for use while working. Such lump sum will be paid once per year in the second pay cycle ending in September to all current and continuing employees in the classifications covered by this agreement who have completed their initial probation as of September 1 of each year. There will be no pro-rata payments. Employees will be required to wear safety work boots while working at all times except while attending all day classroom environments.

Article 6.9 –Training. The Employer shall pay all costs allowable by County policy and approved in advance by management for all seminars, courses, training, workshops or similar forum which

the employee is required by the Employer to attend.

The employee shall pay all costs for training, seminars, courses, workshops or similar forum for which attendance is not required by the Employer. The approval of attendance by the employer does not constitute a requirement to attend. The Employer may voluntarily agree to pay part or all of the costs for this type of training as it deems appropriate.

## **ARTICLE 7 - SENIORITY**

**7.1 Seniority.** Except as provided in Section 7.2, "seniority" is the amount of continuous service within all operations of County government. Seniority shall date back to the date of hire, but shall not be established until completion of the "probationary period," which will normally be thirteen (13) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee may be disciplined and/or discharged during this probationary period without recourse to the grievance procedure beyond Step 3 contained herein. An employee shall lose seniority under this Agreement for the following reasons:

- a. Retirement,
- b. Voluntary termination,
- c. Discharge for cause,
- d. Failure to return to work after offer of recall is made,
- e. Failure to return to work promptly after an authorized leave of absence,
- f. Absence from work, including layoff, for a period in excess of twelve (12) consecutive months, and
- g. Absence without approval beyond three (3) working days.

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

**7.2 State or Federal Funds.** County employees whose positions are funded by state or federal funds shall be accorded seniority in accordance with this Article unless otherwise specified by the provisions of a specific program.

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

as a part of the limited term project or grant shall be so notified in writing at the time of hire.

7.4 Reduction in Force. When the Employer determines it is necessary to reduce the work force in classifications within a bargaining unit, regular full-time employees will be laid off based upon experience, skill, ability, and qualifications to do the work with less than thirty (30) days retraining, provided employees with the least seniority will be laid off first when the above is equal. No regular full-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same classification in the same bargaining unit, provided he/she is fully qualified to do the remaining work required to be performed as determined by the Employer. Employees being laid off shall keep the Employer's Human Resources Department informed of their current address and telephone number.

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

7.4.2 Bumping. Bumping rights shall only apply in the employee's present classification and lower classifications in the same series for which the employee is qualified or prior lower classification in a different series the employee has held status within the County. Employees being laid off shall keep the Employer's Human Resources Office informed of their current address and telephone number.

7.4.3 Recall within Bargaining Unit. Employees laid off will be placed on a recall register for a period of twenty-four (24) consecutive months from the date of layoff. Employees laid off will be recalled and re-employed in the inverse order of layoff. An employee who declines a recall offer to a position of comparable hours or fails to respond to a recall offer by the County within seven (7) business days, shall be removed from the recall register. Such recalled employees shall return with County seniority for the purpose of computing wage and fringe benefits, except the period of layoff shall not be counted.

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

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

## **ARTICLE 8 - VACATIONS**

### **8.1**

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

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

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

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

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

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

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

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

## ARTICLE 9 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Two Personal Holidays	

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

9.2 Regular full-time and regular part-time employees shall receive two paid "personal" holidays. Paid personal holidays shall accrue on January 1 of each year and must be taken during the calendar year in which accrued or the days will lapse except when an employee has requested and been approved use of the personal holiday(s) and the approval is later cancelled by the County. In such instances, with the recommendation of the appointing authority, the Human Resources Director may authorize the personal holiday(s) to be used within the month of January during the following calendar year. A personal holiday(s) carried forward in such manner may not be compensated in any form upon the separation of employment.

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

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

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

## ARTICLE 10 - SICK LEAVE

10.1 Regularly scheduled full-time employees shall earn sick leave on the basis of one day for each month compensated, excluding overtime and standby pay with no upper limit. Part-time employees

regularly scheduled to work one half a normal workweek or more shall earn a pro-rata portion of sick leave based on hours compensated excluding overtime and standby pay, provided they are compensated at least seventy percent (70%) of their standard work hours per cycle. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle. Sick leave will not be payable to new eligible employees until they have completed thirteen (13) accruable pay cycles of employment.

## 10.2 – Permissible Uses of Sick Leave.

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

- a. Bonafide illness or injury which incapacitates the employee from performing normal duties, or
- b. Employee's disability due to pregnancy and recovery therefrom, or
- c. Medical or dental care of the employee.

10.2.2 Sick leave shall be paid at the employee's regular base hourly rate of pay for absences required due to bona fide illness or injury to those family members whose principal residence is with the employee. The relatives to whom this section applies include mother, stepmother, father, stepfather, son, stepson, daughter, stepdaughter, brother, stepbrother, sister, stepsister, husband, wife, grandparent, grandchild, foster child, children placed for adoption and like relatives of the employee's spouse. The employer may, with the approval of the Deputy Director of Human Resources or designee, require a statement including the nature and severity of the illness or injury, relationship to the employee and a statement of need for care or attendance of the employee.

10.2.3 Family Care Leave: Sick leave or other paid leave as chosen by the employee shall be paid at the employee's regular straight time base hourly rate of pay, subject to the provisions of this chapter regarding sick leave and under the following circumstances:

- a. Any health condition affecting a covered employee's child under the age of 18 years, or for a child age 18 or older and incapable of self-care, which requires treatment or supervision including:
  1. Medical conditions requiring medication which cannot be self administered;
  2. Medical or mental health conditions which would endanger the child's safety or recovery without the presence of a parent or guardian;

3. Any condition warranting preventive health care such as physical, dental optical or immunization services when a parent must be present to authorize;
  4. Any other circumstance which would constitute a permissible use of sick leave for the employee.
- b. A serious health condition or emergency condition of a spouse, parent, parent-in-law, grandparent of the employee, or child age 18 or older and incapable of self care, which requires the employee's presence. Such leave shall only be approved for the duration of the condition.

10.3 Abuse and misuse of sick leave are grounds for disciplinary action up to and including discharge. The Employer may investigate cases of suspected sick leave abuse and may at any time during the course of that investigation request the employee provide certification attesting to illness, injury, or other reason for leave. Except in cases of sick leave abuse, employees' use of sick leave shall not be used as criteria for performance evaluation.

An employee who has been previously counseled about abuse, misuse or excessive use of sick leave may, with the concurrence of the County's Deputy Director of Human Resources or designee, be required to provide certification from a medical practitioner for use of sick leave. Grievances in regard to this provision may not be processed beyond Step 3

10.4 In order to qualify for sick leave pay, an employee must report the reason for his/her absence at the earliest possible time to enable the Employer to find a replacement, but no later than the beginning of the scheduled working day with notice as soon as feasible of the anticipated date of return to work. A physician's certification stating the kind and nature of an illness or injury, the expected duration and that the employee is incapacitated from work or the required reason for care of a family member may be required for sick leave in excess of five (5) days. The physician's letter may be required to be updated every week in writing during an extended sick leave.

10.5 In the instance where an illness or injury qualifies an employee for Workers' Compensation, the Employer will pay only the difference between the employee's base hourly wage and the amount paid the employee in Workers' Compensation benefits to the extent of accrued unused sick leave during such period of disability. After an employee has exhausted their accumulated sick leave, they may use their accumulated compensatory time and accrued vacation to make up the difference between the Worker's Compensation Benefits and the employee's base hourly wage.

10.6 Eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) of the employee's base hourly rate of pay for the first seventy-five (75) days or less of unused accrued sick leave days.



2. For the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150)), an amount equal to fifty percent (50%) of the employee's base hourly rate of pay for unused accrued sick leave days.
3. For the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), an amount equal to seventy-five percent (75%) of the employee's base hourly rate of pay for unused accrued sick leave days.

In no event shall such compensation exceed two hundred (200) days.

10.7 An eligible employee separated from employment in good standing for reasons other than death, retirement, or disability shall be compensated at ten percent (10%) of the employee's base hourly rate of pay for unused accrued sick leave days to date of separation not to exceed two hundred (200) days.

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

10.9 - Sick Leave Incentive Program. Employees, including employees serving a probationary period for any part of the year, shall be awarded additional vacation leave as follows, whichever is more generous to the employee: If one day or less of sick leave is used in any calendar year, an employee will be awarded two additional days of vacation leave; if two days or less of sick leave is used in any calendar year, an employee will be awarded one additional day of vacation leave. This program shall be accomplished by the Budget and Finance Department, payroll section, as soon as practicable after the end of the calendar year. Only employees who have been in a pay status for the complete calendar year shall be eligible for this sick leave incentive program.

A complete calendar year shall begin on January 1 and end December 31, and shall include all regularly scheduled workdays for the employee (including observed holidays). In order to qualify as a complete calendar year, an employee must not have been in a leave of absence without pay status for two full work days or longer. New employees must begin work on the first work day in January, exclusive of January 1 (New Year's Day) and up to the next two days if such comprise a "weekend" for the employee's work site, in order to be eligible to have been in a pay status for the complete calendar year.

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

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

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

11.2. – Bereavement Leave.

11.2.1 In the event of a death of a family member of a regular full-time or part-time employee, including those serving the initial probationary period, three (3) working days off to a maximum of twenty-four (24) hours with pay, whichever is less, shall be granted to attend the funeral or complete burial arrangements for each death which occurs. A regular part-time employee shall receive a pro rata share of bereavement leave based on the employee's standard hours in a work week. The family members to whom this section applies are spouse, domestic partner, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee and like relatives of the spouse/domestic partner of the employee. Family members also include biological, adopted, step, in-law, or foster members. An additional three days of bereavement leave may be granted if authorized by the Department Director or designee in writing if the employee is required to travel out of state to attend the funeral or complete the burial arrangements.

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

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

**ARTICLE 12 - UNPAID LEAVES OF ABSENCE**

12.1 A leave of absence without pay may be granted with approval of the elected official, Operations Manager, or designee up to a maximum of thirty (30) days. Leaves of absence over

thirty (30) days and up to one (1) year may be granted with the approval of the elected official, Operations Manager, or designee, plus the Human Resources Director or designee.

12.2 All leaves without pay result in a loss of accrual for seniority, vacation, sick leave, and other benefits when an employee is in a non-pay status over thirty percent (30%) of any pay cycle. The employee has the option of paying their own medical benefit cost while in an unpaid leave status to ensure continued coverage. Those hours covered by time-loss payments through the County's worker's compensation program for an on-the-job injury are considered to be "pay status" for up to a maximum of twenty-six (26) pay cycles per covered injury.

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

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

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

12.3 Leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13) for a period not to exceed twelve (12) months.

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

12.5 - Military Leave - Active Duty. An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service as required by law. An employee requesting reemployment after honorable discharge or separation from such military service, within the timeframes required by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be reinstated and restored, as nearly

as existing circumstances permit, and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.

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

13.1 Medical - The employer will contribute the following amounts per month toward premium payments for eligible full-time employees and their dependents for negotiated medical, vision and prescription drug benefits for the period January 1, 2014 through December 31, 2014. Employees may opt out of these insurance benefits but will not receive any pay in lieu of the premium payments.

For the County’s PPO Plan 1, the current total monthly premium for 2014 is \$1,280.39. The employer shall pay a maximum monthly amount of \$1,216.69 for employee-only coverage and the employee will pay the remainder (currently \$85.56). The employer shall pay a maximum monthly amount of \$1171.23 for employee-plus-one-dependent coverage and the employee will pay the remainder (currently \$125.56). The employer shall pay a maximum monthly amount of \$1134.87 for employee-plus-family coverage and the employee will pay the remainder (currently \$155.56). All employee premium contributions shall be made through automatic payroll deduction.

For the County’s PPO Plan 2, the current total monthly premium for 2014 is \$1,223.28. The employer shall pay a maximum monthly amount of \$1,176.87 for employee-only coverage and the employee will pay the remainder (currently \$67.98). The employer shall pay a maximum monthly amount of \$1,140.59 for employee-plus-one-dependent coverage and the employee will pay the remainder (currently \$97.98). The employer shall pay a maximum monthly amount of \$1113.31 for employee-plus-family coverage and the employee will pay the remainder (currently \$122.98). All employee premium contributions shall be made through automatic payroll deduction.

For the Group Health Cooperative Plan, the current total monthly premium for 2014 is \$1,201.12. The employer shall pay a maximum monthly amount of \$1,114.99 for employee-only coverage and the employee will pay the remainder (currently \$86.13). The employer shall pay a maximum monthly amount of \$1,079.99 for employee-plus-one-dependent coverage and the employee will pay the remainder (currently \$121.13). The employer shall pay a maximum monthly amount of \$1,054.99 for employee-plus-family coverage and the employee will pay the remainder (currently \$146.13). All employee premium contributions shall be made through automatic payroll deduction.

The current rates for 2014 are summarized as follows:

<u>PPO Plan 1</u>	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Employee Only	\$ 1,280.39	\$ 1,216.69	\$ 85.56
Employee Plus One Dependent	\$ 1,280.39	\$ 1,171.23	\$ 125.56
Employee Plus Family	\$ 1,280.39	\$ 1,134.87	\$ 155.56

PPO Plan 2

Employee Only	\$ 1,223.28	\$ 1,176.87	\$ 67.98
Employee Plus One Dependent	\$ 1,223.28	\$ 1,140.59	\$ 97.98
Employee Plus Family	\$ 1,223.28	\$ 1,113.31	\$ 122.98

Group Health Options

Employee Only	\$ 1,201.12	\$ 1,114.99	\$ 86.13
Employee Plus One Dependent	\$ 1,201.12	\$ 1,079.99	\$ 121.13
Employee Plus Family	\$ 1,201.12	\$ 1,054.99	\$ 146.13

Eligible part-time employees shall pay an additional pro-rata share of the premiums, as provided herein.

13.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$135.82 for the County’s Washington Dental Service plan or \$115.55 for the County’s Willamette Dental of Washington plan, for eligible full-time employees and their dependents for the period January 1, 2014 through December 31, 2014. Eligible part-time employee’s dental benefits are subject to a pro-rata share, as provided herein.

13.3 Life Insurance – The County will pay the full monthly premium for \$15,000 of group term life insurance for eligible full-time employees for the period January 1, 2013 through December 31, 2013. Eligible part-time employees’ life insurance benefits are subject to a pro-rata share, as provided herein.

13.4. The employer will pay a pro-rata share of medical, dental and life insurance premium costs for regular part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to full-time hours for those employees who elect coverage. Regular part-time employees shall pay, through automatic monthly payroll deduction, any employee contribution amounts listed in Section 1 above for employee-only, employee plus one dependent, or employee plus family coverage, in addition to their pro-rata share of the County’s premiums specified in Sections 1, 2 and 3 above. Part-time employees who do not elect coverage will not receive any pay in lieu of the premium payments.

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

13.5 Regular employees on authorized leaves of absence without pay shall be permitted to select continuation of the health benefit coverage of their choice, at the employees’ expense, i.e. health insurance, dental insurance and/or life insurance, under the provisions of the Consolidated Omnibus Reconciliation Act (COBRA). Employees on authorized leaves of absence without pay who elect not to retain any coverage during the period of the leave of absence shall be required to serve any plan-required waiting period upon re-enrollment. Employees on approved leave under the Family and Medical Leave Act of 1993, as amended, shall be provided benefit continuation in accordance with the provisions of that Act.

13.6. The employer will provide a flexible spending account plan under Section 125 of the Internal Revenue Code effective at the start of the first pay period beginning on or after January 1, 2014 and continuing for the duration of the agreement. The Employer shall pay any administrative premium or cost of the plan for the duration of the agreement. All plan contributions will be at the option of the employee within the limitations of the plan and at the employee's expense.

13.7 For the calendar year 2015, the Parties agree to reopen negotiations on overall plan design and level of contribution by the parties, provided an agreement cannot be reached as part of the 2014 negotiations.

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

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

#### **ARTICLE 15 - WORKERS COMPENSATION**

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

#### **ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE**

16.1 - Definition. A grievance shall be defined as a management interpretation or application of the provision(s) of this agreement which adversely affect an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement. Grievances arising from the application of this Agreement relating to any suspension of more than twenty (20) days, reduction in rank or pay, or dismissal for cause shall be subject to either the jurisdiction of the County's Personnel Review Board or the grievance and arbitration procedure herein. Selection of one procedure, which shall be at the sole option of the grievant, will preclude access to the other.

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

A grievance regarding a termination shall be filed at grievance Step 2 within ten (10) working days of notification of such termination.

Letters of reprimand and performance evaluations are subject to steps 1, 2 and 3 only of the

grievance procedure contained herein.

Step 1. The grievance shall be filed by the employee or shop steward with his or her immediate supervisor within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance. Such grievance shall be filed on a standard County grievance form, shall set forth the specific contract provisions alleged to have been violated and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the Supervisor shall meet with the employee. Within ten (10) working days thereafter, a written decision shall be given to the employee.

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

Step 3. If the grievance is not resolved at step 2, it may be presented to the County Executive or Labor Relations Designee. The grievance shall be submitted within ten (10) working days after receipt of the decision at step 2 or the expiration of the time limits, whichever is earlier. Such appeal shall be written on a standard County grievance form, shall set forth the specific contract provision alleged to have been violated, the reason for dissatisfaction and include the proposed remedy. Within ten (10) working days of receipt of the written grievance, the County Executive or Labor Relations Designee, shall meet with the employee and/or representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant or representative.

Appeal of a suspension and/or discharge may be submitted directly to step 3 of the grievance procedure within ten (10) working days of the occurrence which gave rise to the grievance or when the employee or Union should have reasonably had first knowledge of the grievance.

Step 4. If a grievance is not resolved under step 3, an arbitration request may be presented in writing to the County Executive or Labor Relations Designee within ten (10) working days from the date the decision was rendered at step 3 (only signatories to this agreement may advance a grievance to arbitration). As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. In the event the parties cannot agree on a selection of an arbitrator within ten (10) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source shall be requested to submit a list

of eleven (11) arbitrators from which the arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted.

16.3 The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties hereto. Each of the parties shall be responsible for the expense of preparing and presenting its own case to the arbitrator, including attorney fees.

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

16.4 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes arising from this Agreement which the Union or employees may have, and which relate to or concern the employees and the employer; provided, however, in alleged discrimination in violation of Subsection 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forms, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance may be resolved without the concurrence of the County Executive or Labor Relations Designee and Council 2 Representative.

16.5 Union class action grievances may be initiated at Step 2 of the grievance procedure. If any two (2) or more employees have essentially the same grievance they must collectively present and pursue their grievance(s).

## **ARTICLE 17 - EMPLOYEE RIGHTS**

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

17.2 The questioning by the Employer shall be during normal County business hours. The questioning of the employee shall take place in a reasonably private location.

17.3 No employee shall be required to take a polygraph test or similar test as a condition of continued employment.

17.4 At the request of the Union or the employee the County will furnish the Union a copy of all



bargaining unit final disciplinary actions.

### **ARTICLE 18 - NO STRIKE-NO LOCKOUT**

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

18.2 Employees who refuse to cross a legal, primary picket line, as recognized by the Union, which is directed at other than County facilities shall not constitute a violation of this Agreement and shall not be cause for discharge or disciplinary action; provided, however, that such decision shall be made freely by such employees without coercion by either the Employer or the Union. Employees will be required to work and cross a primary picket line as described in this paragraph, 18.2, when deemed necessary by the County, to assure public health and safety.

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

### **ARTICLE 19 - SAVINGS**

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

### **ARTICLE 20 - PERSONAL LIABILITY**

Pierce County will defend employees, upon proper request (as specified in Ordinance No. 84057) against all claims or actions for damages brought or maintained against them arising out of the acts, errors or omissions in the performance or good faith attempt to perform their duties.

### **ARTICLE 21 - SUBCONTRACTING**

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

**ARTICLE 22 - SAFETY AND SANITATION**

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

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

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

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

**ARTICLE 24 - TERM OF AGREEMENT**

24.1 This Agreement shall be effective January 1, 2014 except for those provisions of the Agreement which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including the 31st day of December, 2014. Either party shall file written notice with the other of its desire to amend, modify or terminate this Agreement, pursuant to the provisions of RCW 41.56. The Union shall file such notice with the Director of Human Resources, the Employer with the directing business representative.


Requests from the Union for changes in wages, fringe benefits and other terms and conditions of employment shall be submitted no later than 180 calendar days before expiration of the current agreement.



24.2 Amendments to this Agreement may be made during the term by the mutual agreement of both parties. Should either party wish to amend the Agreement, the request shall be made to the other party in writing. However, this does not bind either party to enter into negotiations on proposed amendments.

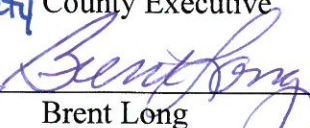
IN WITNESS WHEREOF the parties hereto have executed this Agreement this 23 day of April, 2014.

COUNCIL 2, WASHINGTON STATE  
COUNCIL OF COUNTY AND CITY  
EMPLOYEES, AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES (AFSCME), AFL-CIO,  
LOCAL 120W

PIERCE COUNTY

By:   
Bill Keenan  
Staff Representative

By:   
Pat McCarthy   
Deputy County Executive

By:   
Brent Long  
Senior Labor Relations Analyst