

**CONTRACT**

**By and Between**

**PIERCE COUNTY**

**and**

**AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, AND  
AFSCME COUNCIL 28  
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)**

**January 1, 2022 – December 31, 2023**

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**ARTICLE 1 – AGREEMENT**

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 AFSCME Council 28, Washington Federation of State Employees (WFSE), hereinafter referred to as the “Union.”

**ARTICLE 2 – NONDISCRIMINATION**

2.1 - No Discrimination. Neither the Employer, Union nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race; color; religion; creed; sex; sexual orientation; marital status; families with children; national origin; age; citizen or immigration status; veteran’s status; the presence of any sensory, mental or physical disability; or the use of a trained guide dog or service animal by a disabled person.

2.2 - No Union Discrimination. No employee shall be discriminated against 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 DUES DEDUCTIONS**

3.1 - Scope of Agreement. The Employer recognizes the Union as the sole and exclusive bargaining agent relative to wages, hours and working conditions for all full-time and regular part-time nonsupervisory employees in the Crime Victim Advocate 1, Legal Assistants 1, 2, 3, 4, Legal Interviewers, Paralegals 1, 2, and Investigator/Process Server 1, 2 job classes in the Pierce County Prosecuting Attorney’s Office, excluding supervisors, confidential employees, and all other employees.

3.2 - Union Dues Deductions. The County agrees that upon written or electronic authorization of any employee who is a member of the Bargaining Unit, the County shall deduct from the pay of said employee the monthly amount of dues, and only dues, as certified by the Union. The County shall continue to deduct dues at rates specified by the Union. The employee’s authorization remains in effect until expressly revoked by the employee in accordance with Section 3.3 below.

Every reasonable effort will be made to start or end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written authorization. The Employer shall remit such dues deductions to AFSCME Council 28 the following month for dues deducted in the preceding month. The County shall rely on information provided by the Union regarding the authorization and revocation of dues deductions. The Employer shall provide AFSCME Council 28 with a monthly report in an electronic format with each bargaining unit employee.

3.3 - Revocation. An employee may revoke their authorization for payroll deduction of payments to the Union by written request to the Union in accordance with the terms and conditions of their signed membership card. Upon receipt by the Employer of confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll.

3.4 - Indemnification. The Union agrees to indemnify and hold the Employer harmless from all claims, demands suits, or other forms of liability that arise against the Employer for or on account of compliance with Section 3.2 and 3.3 of this Article and any and all issues related to the deduction of dues.

3.5 - Access. Authorized officers and union stewards of the Union shall have access to the Employer's operations at reasonable times and with escort, if appropriate, 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, as determined by the Prosecuting Attorney. Such access shall not be unreasonably withheld by the Prosecuting Attorney.

3.6 - Hierarchy of Agreement. The Pierce County Prosecuting Attorney's Office Policy Manual, Prosecutor's and Pierce County Administrative Guidelines, Pierce County Code, and/or 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 the Pierce County Prosecuting Attorney's Office Policy Manual, Prosecutor's and Pierce County Administrative Guidelines, Pierce County Code, and/or Pierce County Charter pertaining thereto, the terms of this Agreement shall prevail.

3.7 - Union Activities. The Union shall be provided suitable bulletin board space in each of the five locations of the Prosecuting Attorney's Offices: Criminal, Civil, Family Support, Juvenile, and District Courts. Authorized Union Representatives 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 activities shall not interfere with the work process or cause undue interruption of the employee's work schedule, and leave is approved by the supervisor in advance. The Union may appoint three (3) shop stewards at the downtown locations and one (1) shop steward at Juvenile. A shop steward involved in the grievance process shall be allowed paid release time from work to attend grievance meetings. However, meetings occurring on scheduled time-off or extending beyond the shop steward's scheduled shift shall not result in overtime compensation.

3.8 - New Positions. 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 Appendix “A” as provided by R.C.W. 41.56.060. Any dispute in applying this Section may be resolved in accordance with the applicable law, R.C.W. 41.56.060. The grievance procedure shall not apply in issues pertaining to this Section.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

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

1. To plan, direct, control, and determine all the operations and services of the Employer;
2. To supervise, transfer, and direct the workforce; to establish the qualifications for employment and to employ employees;
3. To schedule and assign work;
4. To establish work and performance standards and, from time to time, to change those standards;
5. To assign overtime;
6. To determine the methods, means, organization, and number of personnel by which such operations and services shall be made, purchased, or to subcontract work (subject to Article 21 – Subcontracting);
7. To make and enforce reasonable rules and regulations;
8. To discipline, suspend, and discharge employees for cause. During a probationary period, employees serve at the will of the Prosecuting Attorney and may be terminated without cause.
9. To change or eliminate existing methods, equipment or facilities.

4.2 - Valid Driver’s License Required by Classification. The County has the right at any time to require an employee to provide evidence of a valid driver’s license if such is required by the classification or if the employee has or will at any time drive a County vehicle. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the Employer. If no personnel action is taken as a result of the information provided by the abstract, the abstract shall be released to the employee and a record shall be kept that such an abstract was obtained. Any employee who operates a County vehicle must notify their immediate supervisor no

later than the next business day if the employee's driver license, including the CDL and/or work-related endorsements, is suspended, revoked or otherwise becomes invalid.

4.3 - Reasonable Suspicion Alcohol and/or Controlled Substances Testing. When the County has a good faith reason to believe that an employee is under the influence of alcohol 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 screen 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 – DEFINITIONS**

5.1 - Accruable Pay Cycle. A pay cycle in which the employee's pay status hours are at least seventy (70%) percent of the employee's standard hours as reflected in records maintained by the Human Resources Department.

5.2 - Anniversary Date. The first day of a pay cycle occurring upon the culmination of twenty-six (26) accruable pay cycles from the effective date of the last step increase.

5.3 - Employee. A person occupying a bargaining unit position.

5.4 - Employer. Pierce County or the Prosecuting Attorney.

5.5 - Probationary Period. The period of time constituting the final step of the selection process for appointment of employees, which will normally be twenty-six (26) accruable pay cycles, but can be extended up to seven (7) additional pay cycles with written notice to the employee.

5.6 - Prosecuting Attorney. The elected Prosecuting Attorney of Pierce County.

5.7 - Union. The American Federation of State, County, and Municipal Employees, AFL-CIO, and AFSCME Council 28, Washington Federation of State Employees (WFSE).

5.8 - Union Representative. An employee (of the Union), an elected official or other individual designated by the American Federation of State, County, and Municipal Employees, AFL-CIO, and AFSCME Council 28, Washington Federation of State Employees (WFSE) to represent the Union regarding matters referenced in this Agreement. The Union shall give notice orally or in writing to the Employer of the names of Union Representative(s).

## **ARTICLE 6 – WAGES AND HOURS OF WORK**

### **6.1 - Wages.**

#### **6.1.1 - Wage Increase.**

Effective January 10, 2022, or the pay cycle following ratification by the bargaining unit, whichever is later, employees shall be granted a general wage increase of two-point nine percent (2.9%).

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

**6.1.2 - 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 hourly rate of employees will be automatically increased “one step increment” on their periodic increment date through step 6 of the pay range, while increases to steps above step 6 will be for merit which shall be defined as employee having satisfactorily met a majority of their goals and demonstrated performance competency expectations as so indicated by the Supervisor on their End-of-Year Performance Review and confirmed at the time of merit increase.

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 purposes of this section, “one-step increment” is defined as follows: For compensation grade profiles identified with “Inc 2”, one step increment will be defined as advancing incrementally by either even-numbered or odd-numbered steps depending on their position on the pay range, with the last possible step being the highest step in the range. (Example: Depending on the employee’s initial position on the pay range, employees on Step 01 would advance incrementally to steps 03, 05, 07, 09, and 10 and employees on Step 02 would advance incrementally to steps 04, 06, 08 and 10.)

**6.1.3 - Pay Period.** The pay period shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at midnight the second following Sunday. The Employer will make available bi-weekly pay stubs by 12:00 p.m. on the Friday next following the close of the pay period whenever possible. If a payday falls on a holiday, the payday shall be the preceding day. If the preceding day is also a holiday, the payday shall be the preceding day. All employees will be paid via direct deposit.

**6.1.4 - Mileage.** Employees are expected to use County vehicles whenever available. Employees who are authorized to use a private vehicle for County business or in the

performance of official duties shall be allowed to receive reimbursement as provided in Pierce County Code.

6.1.5 - Pay for Work in a Higher Classification. Employees who are temporarily assigned to perform the full scope of duties of a higher classification for a full work week or more shall have their salary raised to the next higher rate within the pay range of the new assignment which will provide an increase of at least five (5) percent over their current pay rate. Such assignment may only be made by the Appointing Authority. Payment for working out-of-class shall only apply to hours worked on the full scope of duties of the assigned higher classification. Performance of higher-level work will not be deemed as qualifying an employee for “working out of class” pay if any of the following apply:

1. In the event of an emergency; defined as a sudden, unforeseen happening beyond the control of the Employer;
2. As part of a training program;
3. When the temporary duties are within the scope of the employee’s present classification although they may also be performed by a higher classified employee;
4. When the full authority of the higher classification is not assigned and exercised.

6.1.6 - Court Activities. Employees shall receive their normal daily salary and reimbursement for any appropriate expenses, pursuant to County reimbursement policies, when required to be in court in connection with and as a result of performance of their regular duties as a County employee.

## 6.2 - Hours of Work.

6.2.1 - Workday. The standard workday shall be seven (7) hours of work, exclusive of a one (1) hour meal period. However, an employee may request a thirty (30) minute meal period. Such request may be approved by the employee’s supervisor.

6.2.2 - Workweek. The normal workweek for full-time employees shall be five (5) consecutive days Monday through Friday.

6.2.3 - Flex Schedules and Alternative Work Schedules. The Employer may approve an employee’s request for a flexible work schedule, provided such schedule contains the same number of hours regularly scheduled per pay period. The Employer may also approve or require alternate work schedules so long as such alternative work schedule is equal to the number of hours of the employee’s current normal workweek and provided the Employer provides at least seven (7) calendar day’s advance notice to the affected employee(s) of such change from the normal workweek. The Employer may discontinue or modify flexible



or alternate work schedules provided the Employer provides at least seven (7) calendar days advance notice to the affected employee(s).

## **ARTICLE 7 – SENIORITY**

**7.1 - Seniority.** Except as provided in 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 twenty-six (26) accruable pay cycles but can be extended up to seven (7) additional pay cycles with written notice to the employee. An employee shall lose seniority under this Agreement for the following reasons:

1. Retirement,
2. Voluntary termination,
3. Discharge for just cause,
4. Failure to return to work after offer of recall is made,
5. Failure to return to work promptly after an authorized leave of absence,
6. Unpaid absence from work, for reasons other than layoff or military leave, for a period in excess of twelve (12) consecutive months, and/or
7. Layoff of more than twenty-four (24) consecutive months.

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

**7.3 - Promotions.** In the event the Employer desires to fill a position that is a higher job classification than a Legal Assistant 1, announcement of the position to be filled will be sent via office-wide email to all bargaining unit employees. Employees interested and who meet or exceed the knowledge, skills, and abilities required for the job classification will be given five (5) working days to submit their interest and will be considered for the promotion or lateral move by the Employer prior to the job being posted externally.

**7.4 - Layoffs.** When the Employer determines it is necessary to reduce the work force in classifications within a Bargaining Unit, regular full-time and part-time employees in the impacted work unit and job classification will be laid off based upon experience, skill, ability and qualifications to do the work, provided employees with the least seniority will be laid off first when the above are equal. No regular full-time or part-time employee shall be laid off or demoted while there are temporary or probationary employees serving in the same or lower classification in that classification series in the same Bargaining Unit. 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 with less than two and one-half (2 1/2) weeks' notice to the Employer.

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

7.5 - Recall within Bargaining Unit. When the County again recalls employees in a Bargaining Unit after there has been a layoff in that Bargaining Unit, it shall first recall those employees who were laid off from that Bargaining Unit in reverse order of their layoff by impacted work unit and job classification, if they are available for work. Employees will have recall rights to their most current classification and other equal or lower classifications in which they have held previous status, or a position for which they have the required knowledge, skills, and abilities as determined by the Prosecuting Attorney, in their respective Bargaining Unit for up to twelve (12) months from date of layoff. 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. An employee who declines a recall offer to a position of comparable hours or fails to respond to a recall offer by the County within fourteen (14) calendar days, shall be removed from the recall register.

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

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

## **ARTICLE 8 – VACATIONS**

### 8.1 - Accrual Rates.

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>Year of Employment</u>	<u>Paid Vacation Days</u>
During the Applicable Continuous Accruable 1 <sup>st</sup> through 3 <sup>rd</sup> year	12 days
4 <sup>th</sup> through 7 <sup>th</sup> year	16 days
8 <sup>th</sup> through 13 <sup>th</sup> year	20 days
14 <sup>th</sup> through 18 <sup>th</sup> year	23 days
Beginning 19 <sup>th</sup> year	1 additional day per year to a maximum of 30 days per year.

8.1.2 Effective January 1, 1983, employees who have earned and qualified for vacation leave that exceeds thirty (30) days per year shall maintain the number of vacation days earned as of January 1, 1983. All other employees who are not qualified for thirty (30) days as of January 1, 1983, shall maintain the number of vacation days earned as of January 1, 1983, then earn an additional day of vacation at the completion of every other year to a maximum of thirty (30) days per year or until they are entitled to additional vacation day accrual as set forth in the schedule in Section 8.1.1.

8.2 - Regular Part-Time Employees. Regular 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 Employees. 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 - Termination. Eligible employees who have completed thirteen (13) accruable pay cycles shall be paid for unused accrued vacation leave days upon termination of employment at the base hourly rate of pay at the time of termination.

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

8.6 - Exception to Carry-Over. It is the intent that each employee 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 Prosecuting Attorney or designee that cannot be carried over as provided in Section 8.5 of this Article, shall, upon reasonable approval of the Human Resources Director, be allowed to carry over additional vacation leave provided it is used prior to July 1 of the following year and may not be cashed out in a lump sum payment due to termination.

**ARTICLE 9 – HOLIDAYS**

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

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

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

Employees eligible to use a paid personal holiday must request and receive approval by the appropriate supervisor to utilize the personal holidays. Once the personal holiday has been accrued, it may be used without regard to the requirement for paid status on the day before and after usage since paid status before and after was required for the holiday to be accrued.

Employees, except new employees beginning work on January 1 or the first workday following January 1, must have been in a paid wage status of at least 70 percent on the workday immediately preceding and immediately following January 1 in order to accrue the holidays. Effective January 1, 1999, employees not in a paid wage status who are receiving time-loss payments under the County’s Workers’ Compensation program shall also accrue the paid holidays.

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

9.4 - Working on a County-Observed Holiday. If an employee is required to work on a County-observed holiday which falls on the employee's regularly scheduled workday, one of the following shall occur:

- a. 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; or
- b. The employee shall be compensated for hours worked on the holiday at the straight-time rate and shall take an alternative day off within the calendar year.

### **ARTICLE 10 – SICK LEAVE**

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

#### 10.2 - Authorized Uses.

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

- a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- b. To allow the employee to provide care for a family member (as defined below in Section 10.2.2), with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care, and
- c. When the employee's workplace has been closed by order of a public official for any health-related reason and no alternative site is designated by the County, or when an employee's child's school or place of care has been closed for such a reason; or

- d. Dental care of the employee.
- e. Absences that qualify for leave under the domestic violence leave act, Chapter 49.76 RCW; see also Chapter 3.13 of the County Code and Administrative Guidelines, Domestic Violence in the Workplace.

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

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

“Domestic Partner” is defined in the Pierce County Code Chapter 3.98, which requires that an affidavit be filed with the Human Resources Department.

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.

Misuse of sick leave is cause for disciplinary action up to and including discharge. The Employer may as allowed by law request the employee provide verification from a health care provider that the employee's use of sick leave is for an authorized purpose as set forth in this Article.

10.3 - Qualifying for Use. In order to qualify for sick leave, an employee must report the reason for the absence no later than the beginning of the scheduled working day, unless impracticable, or as soon as possible in the case of any emergency, with notice as soon as feasible of the anticipated date of return to work. A health care provider's verification that the employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210(b) or 49.46.210(1)(c), the expected duration and that the employee is unable to work or the same information for care of a family member may be required for sick leave in excess of three (3) consecutive workdays. The health care provider's letter may be required to be updated in writing during an extended sick leave. Any County-required verification may not result in an unreasonable burden or expense on the employee, in accordance with WAC 296.128.660.

10.4 - Workers' Compensation. 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 accrued vacation and accrued comp time to make up the difference between Workers' Compensation Benefits and the employee's hourly wage.

10.5 - Eligibility for Unused Accrued Sick Leave Pay. Eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall have the option, upon written agreement, to be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) of up to the first seventy-five (75) days at the employee's base hourly rate of pay for unused accrued sick leave days.
2. Fifty percent (50%) of up to the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150), at the employee's base hourly rate of pay for unused accrued sick leave days.

3. Seventy-five percent (75%) of up to the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), at the employee's base hourly rate of pay for unused accrued sick leave days.

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

10.6 - Sick Leave Compensation Assumption. 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.

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

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

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

11.1 - Jury Duty. Time off with pay will be granted for jury duty to regular full-time and regular part-time employees. The employee shall be paid the difference between the fees received for such service, excluding travel fees and the amount of actual base earnings lost by reason of such service. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received. The employee must give the Employer prompt notice of the call for jury duty, or within five (5) working days of receipt of the summons. Failure to provide notice may result in unpaid leave.

11.2 - Bereavement Leave.

11.2.1 In the event of a death in the immediate family of a regular full-time and regular part-time employee, three days off to a maximum of twenty-four (24) hours with pay shall be granted to attend the funeral or complete burial arrangements for each death which occurs during a calendar year. A regular part-time employee shall receive a pro-rata share of bereavement leave based on their standard hours in a workweek. Immediate family shall be defined as spouse, father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchild of the employee or like relatives of the spouse of the employee. Immediate family includes biological, adopted, step or foster members. An additional three days of bereavement leave may be granted if authorized by the Prosecuting Attorney or designee in writing if the employee is required to travel out of state to attend the funeral or complete burial arrangements.



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

11.3 - Reserve Military Leaves. Such leave of absence shall be granted as provided in RCW 38.40.060, for periods of required military duty, training or drills, not exceeding a total of twenty-one (21) workdays 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 services 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 to which an employee might otherwise be entitled.

## **ARTICLE 12 – UNPAID LEAVES OF ABSENCE**

12.1 - Process. A leave of absence without pay may be granted after completion of one year of service and approval of the Prosecuting Attorney or designee up to a maximum of thirty (30) days. Leaves of absence over thirty (30) days and up to one year may be granted with the approval of both the Prosecuting Attorney and the Human Resources Director.

12.2 - Effect on Work. 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 insure continued coverage. Effective January 1, 2012, those hours covered by time-loss payments through the County's workers' 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 should be requested from the Prosecuting Attorney in writing at least thirty (30) days prior to the date such leave would commence unless an emergency situation precludes such notice. The written request for leave of absence by the employee shall state the following information:

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

Failure of an employee to return from a leave of absence within the time interval approved will be cause for 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 Prosecuting Attorney prior to the ending date of the approved leave, the Prosecuting Attorney 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 Prosecuting Attorney or designee.

12.3 - Effect on Benefits. Unless otherwise provided in Article 12.2 above, leaves of absence without pay shall result in the discontinuance of benefits (accrual of sick leave, vacation, payment of insurance premiums, etc.) for the period of the leave and the employee's anniversary date will be adjusted accordingly. If an unpaid leave of absence is necessary for medical reasons caused by an on-the-job injury, the Employer will pay the cost of medical benefits (Article 13) for a period not to exceed six (6) months.

12.4 - Unpaid Leave for Maternity Reasons. Maternity leaves granted in compliance with WAC 162-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and if for more than sixty (60) days, shall require filing a physician's certificate stating the need for additional leave due to said sickness or disability, unless the Prosecuting Attorney 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 services 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.

12.6 - Family Medical Leave. All family leave shall include paid leave, compensatory time, paid legal holidays, if any, or unpaid leave. Family Leave shall be charged to accrued sick leave, accrued compensatory time, furlough days, accrued but unused personal holidays, or humanitarian catastrophic leave in that order and may be charged through an automated payroll default system at the County's Option. Unpaid leave as Family Leave shall be authorized only after the exhaustion of all other paid leaves as specified above. Notwithstanding the above, an employee may elect to retain a bank of sick leave hours. Employees may elect to use vacation leave in lieu of any of the aforementioned leaves. Family Leave used as time-loss due to an industrial accident or illness is exempt from the requirement to exhaust leave prior to using unpaid leave.

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

13.1 - Medical, Vision, and Life Insurance for Full-Time Employees. The Employer shall contribute an amount equal to ninety-six (96%) of the premium for each eligible full-time regular or limited duration employee for medical and vision insurance plans made available by the Public Employee Benefits Board (PEBB). Employees will be responsible for the remainder of the premium. Employees may opt out of these insurance benefits but will not receive any pay in lieu of premium payments. The Employer shall pay the entire monthly premium cost for the dental plan, selected by eligible full-time employees and the monthly premium for basic group term life insurance.

13.2 - Medical, Vision, and Life Insurance for Part-Time Employees. The Employer will pay a pro-rata share of medical, dental, and life insurance premium cost for eligible regular and limited duration part-time employees regularly scheduled to work one-half the normal workweek or more based upon the ratio of their standard hours to the regular workweek schedule of their department for those employees who elect coverage. Regular and limited duration part-time employees shall pay, through automatic monthly payroll deduction, any employee contribution amounts listed in Section 13.1 above, in addition to their pro-rata share. Part-time employees who do not elect coverage will not receive any pay in lieu of the premium payments.

13.3 - Health Benefit Coverage during Leaves of Absences. Regular and limited duration employees on authorized leaves of absence without pay shall be permitted to select continuation of their selected health benefit coverage, 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 will be subject to plan re-enrollment and waiting period requirements. 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.

13.4 - Premiums by Automatic Payroll Deduction. 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 - Flexible Spending Accounts. 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, 2021 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.

13.6 - Definition of Full Time Employment. For the purposes of this Article only, and only in accordance with the Patient Protection and Affordable Care Act (PPACA), regular and limited duration employees with regularly scheduled weekly hours of thirty (30) or more will be considered full-time for the purpose of medical, dental and basic life insurance benefits. If this provision of the PPACA is amended or rescinded, this paragraph will become void and the County will immediately return to its previous definition of "full-time employee" for other purposes, upon which time only eligible regular and limited duration employees regularly scheduled to work the weekly number of hours equal to the regular work schedule of the department will be considered full-time.

## **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 a provision(s) of this agreement which adversely affects an employee's wages, hours or conditions of employment and is contrary to the terms of this agreement.

The classification of employees and their hire, placement or promotion into any classification is within the sole discretion of the Prosecuting Attorney (within the constraints of the budget as approved by the County Executive and the County Council) and is not subject to the grievance provisions of this Agreement.

**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.

Employee evaluations and disciplinary actions up to and including letters of reprimand are subject to steps 1 and 2 only of the grievance procedure contained herein. An employee may be disciplined and/or discharged during their probationary period without recourse to the grievance procedure beyond Step 2 contained herein. The decision of the Prosecuting Attorney or designee shall be final and binding on these issues. Performance improvement measures such as written and verbal expectations, verbal counseling, and performance improvement plans are not subject to the grievance procedure.

**Step 1.** The grievance shall be filed by the Union, employee, or Union Steward with their second level supervisor within fifteen (15) 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 second level supervisor shall meet with the employee. Within five (5) working days thereafter, a written decision shall be given to the employee or the grievance shall be deemed denied.

**Step 2.** If a grievance is not settled at Step 1, it may be presented to the Prosecuting Attorney or designee by delivering a copy of the materials for the Prosecuting Attorney's consideration to the Chief of Staff and Human Resources Manager. The grievance shall be submitted within fifteen (15) 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 Prosecuting Attorney or designee, shall meet with the employee, and the Union Steward and/or Union Staff Representative. Within ten (10) working days thereafter, a written decision shall be given to the grievant and Union Staff Representative or the grievance shall be deemed denied.

Step 3. If the grievance is not resolved at Step 2, an arbitration request may be submitted by the Union designee. Only signatories to this Agreement may advance a grievance to arbitration. A request for arbitration shall be presented in writing to the County Executive or Prosecuting Attorney within twenty (20) working days from the date the decision was rendered at Step 2, or thirty (30) working days from the date of the Step 2 meeting, whichever is earlier. 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 the selection of an arbitrator, the parties shall request a list from the American Arbitration Association or some other agreed upon source. The agreed upon source shall submit a list of eleven (11) arbitrators from which a selection shall be made 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 (but no later than thirty (30) days from the close of record) 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 this Agreement. The arbitrator shall confine themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not submitted.

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

16.3 - Cost of Arbitrator. The cost and expense of the employment of the impartial arbitrator mentioned above shall be borne equally by the parties thereto. Each of the parties shall bear its own expenses and fees incumbent in presenting their respective case to the arbitrator, including attorney's fees.

16.4 - Exclusive Remedy. The grievance procedures provided 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 Section 2.1 of this Agreement, an employee shall elect to apply the grievance procedure or other forums, but not both.

Nothing in this Agreement shall prevent the parties from mutually agreeing to resolve any grievance. No grievance involving working conditions may be resolved without the concurrence of the Prosecuting Attorney and Council 28 Staff Representative and no grievance involving wages or wage related benefits may be resolved without the concurrence of the County Executive or Labor Relations Designee and Council 28 Staff Representative.

16.5 - Class Action Grievances. 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 - Right to Representation. Under this Agreement, written or verbal expectations, counseling, remedial training, job coaching, performance improvement plans, and performance evaluations are not considered to be disciplinary actions and as such, the Employer may utilize such mechanisms to address various topics and employees have no right to Union representation during such discussions. Any employee in the bargaining unit, when being questioned in an investigatory meeting about matters which may reasonably result in discipline, suspension, demotion, and/or termination, has the right to have a Union Steward or Union Staff Representative present within a reasonable length of time.

17.2 - Employer Questioning. The questioning during an investigatory meeting 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 - Polygraph Tests. No employee shall be required to take a polygraph test or similar test as a condition of continued employment, unless permitted by RCW 49.44.120.

17.4 - Copy of Disciplinary Actions. The County will furnish the Union a copy of bargaining unit final disciplinary actions, unless the employee objects within three (3) days of the discipline.

17.5 - Review of Personnel File. Employees may give written authorization for the Union Staff Representative to review their personnel file. Employees shall have the right to review their personnel file on break time, lunch time, or leave status, and request amendments of any statements in their file that they deem to be false. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. Employee evaluations are subject to Steps 1 and 2 only of the grievance procedures contained herein. All performance evaluations shall be reviewed with the employee before being included in the personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement with the content of the evaluation.

## **ARTICLE 18 – NO STRIKE / NO LOCKOUT**

18.1 - No Strike. 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 - No Coercion of Employee. 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 picket line as described in this paragraph, 18.2 when deemed necessary by the County, to assure public health and safety.

18.3 - No Lock Out. 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 or declared 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, pursuant to Pierce County Code Chapter 2.120, 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 attempts 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 - Complete Agreement. 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 of all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made.

23.2 - Parties' Rights Reserved. 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 - Duration. This Agreement shall be effective upon execution 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 31<sup>st</sup> day of December 2023. Retroactive application of any provision under Article 6 of this Agreement will be made only to those employees who are on the County payroll as of the execution date of this agreement. 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 and Prosecuting Attorney, or designees, 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 one-hundred and twenty (120) calendar days before expiration of the current agreement. This article is not intended to prevent the Union from submitting additional proposals after the 120-day deadline. However, the Union shall make a good faith effort to provide their proposals by the specified time period. The parties shall establish a deadline for submission of proposals during the collective bargaining process.

24.2 - Amendments to the Agreement. Amendments of 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO AND AFSCME  
COUNCIL 28, WASHINGTON  
FEDERATION OF STATE EMPLOYEES:

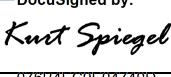
PIERCE COUNTY:

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By: \_\_\_\_\_

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LEANNE KUNZE  
Executive Director

BRUCE DAMMEIER  
County Executive

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KURT SPIEGEL  
Director of Advocacy

MARY ROBNETT  
Prosecuting Attorney

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JAMES DANNEN  
Chief Negotiator

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JULIE YUST  
Senior Labor Relations Analyst



**APPENDIX A**

**REPRESENTED JOB CLASSIFICATIONS**

<b>JOB CLASSIFICATION</b>	<b>PAY GRADE</b>
Crime Victim Advocate 1	Professional 05
Investigator/Process Server 1	Professional 03
Investigator/Process Server 2	Professional 05
Legal Assistant 1	General 12
Legal Assistant 2	General 14
Legal Assistant 3	General 19
Legal Assistant 4	Professional 05
Legal Interviewer	Professional 03
Paralegal 1	General 42
Paralegal 2	General 43