

County Package Proposal
Local 17 Engineers
March 20, 2018

The following is a County package proposal. It is intended to be accepted or rejected in its entirety. Rejection of one part of the package is a rejection of the whole package and the County reserves the right to return to its previous position on any or all proposals. Any Article or Section not specifically mentioned below will remain as current contract language.

The following wage proposal is contingent upon the Local 17 Engineers Supervisory and Non-Supervisory collective bargaining agreements being ratified by the respective memberships no later than March 30, 2018.

Article 5.1 Hours of Work and Overtime:

5.1 The standard workday for employees covered by this Agreement shall be eight (8) hours per day and five consecutive days a week (except where the employee is assigned an alternative schedule in accordance with ~~5.3 or 5.4~~ 5.5 or 5.6. Employees shall be granted a lunch break of up to one (1) hour as determined by the County. Whenever reasonably possible, lunch breaks will be observed during the middle of the workday. Employees shall be allowed a fifteen (15) minute break each morning and afternoon.

Employees will normally be assigned a workday between the hours of 5:00 am and 6:00 pm. Whenever reasonably possible, the County will provide employees with three (3) calendar days notice of workday changes made in accordance with this Section.

5.2.2 Overtime

“When, due to contractor scheduling, bargaining unit employees work extra shift(s) within the same work week resulting in overtime paid at 1.5X and an employee chooses not to work their remaining standard work shift(s), they may select one of the following options:

- 1) Extra shift hours may be counted towards their standard hours but paid at 1.5X (not to exceed their weekly standard hours). If standards hours are not met, approved paid time off must be used to supplement the standard hours.
- 2) Or, use approved paid time off to cover their standard work hours.”

Article 5.3 Standby.

- A. An employee is in standby status, when directed in writing by their supervisor, while waiting to be engaged to work by the County and the following conditions exist: 1) The employee is required to be present at a specified approved location or is immediately available to be contacted. 2) The location may be the employee’s home or other specific

location, but not a work site away from home. 3) The County requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. Employees shall be compensated at the rate of ~~\$3.00~~ \$3.10 per hour for all hours served on a standby status.

D. Employees called to work while on standby shall be paid for actual hours worked at the appropriate rate of pay with no minimum.

E. Standby will be voluntary unless in the County's sole determination there are not enough volunteers, or the voluntary employees do not have the specific skills required of the job.

5.5 The County may provide a schedule requiring a workweek of four (4) ten (10) hour days, provided overtime and other contract language is converted to ten (10) hour application. Whenever possible, the County will provide employees with advance notification of workday changes made in accordance with this section.

5.6 An employee may request consideration of a flexible schedule and the County shall consider such requests. Employees requesting to flex their schedule within a pay period to meet intermittent personal obligations may do so without the payment of overtime. Employees may choose to either flex their schedule, with supervisory approval, or receive overtime in accordance with 5.2, to attend night meetings.

Telecommuting: Please see attached letter regarding a Telecommuting Program.

ARTICLE 6 WAGES

6.1.1 – 2018: Effective January 1, 2018, employees shall be granted a general wage increase of 1.8%.

6.1.2 - 2019: Effective January 14, 2019, employees shall be granted a general wage increase of 2.5%.

6.1.3 Employees shown in the Pay and Class Plan as "Y rate" shall receive no cost of living adjustment in accordance with this section. At such time as the top pay rate of their classification meets or exceeds their "Y rate", the employee shall be placed at the appropriate step of their regular classification and shall again be eligible for cost of living adjustments.

Article 6.3 Salary Steps: TA'd 11/30/17

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

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

The denial of a merit step shall not be subject to the grievance procedure set forth in this Agreement except for Steps 1, 2 and 3.

Article 6.8 Boots

When a bargaining unit member requests boots for use in their County job assignment, the County will evaluate the business need and at its sole discretion may provide reimbursement of up to \$250 for one pair of boots every two years for the employee's purchase of appropriate boots. The determination of whether there is a business need will be made at the Division Manager level and will not be subject to the grievance procedure beyond step 3.

Counter to U#10 7.9 Seniority List

In the event of a potential layoff within the bargaining unit, the ~~Personnel Department~~ **Human Resources Department** shall publish a seniority list for layoff purposes in conformance with

Article 7.1 and 7.6. In addition, at or near the mid-term of the current agreement, the Personnel Department at least once during the term of this collective bargaining agreement the Human Resources Department will publish a seniority list in conformance with Article 7.1 and 7.6.

ARTICLE 10 - SICK LEAVE

10.1 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 of a day per cycle, with no upper limit. Regular and limited duration part-time employees shall earn a pro-rata portion of sick leave based upon their authorized scheduled weekly hours divided by five (5), provided they are compensated at least seventy percent (70%) of their standard work hours per cycle, excluding overtime and standby pay, or at least **However, no employee shall receive less than** one (1) hour of sick leave for every forty hours worked, ~~whichever is greater~~. Sick leave shall be earned and accrued upon the completion of each accruable pay cycle.

10.2 – Permissible Uses of Sick Leave.

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

1. 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;
2. 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
3. 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
4. Dental care of the employee.
5. 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 Sick leave shall be paid at the employee's regular straight-time base hourly rate of pay for absences required due to bona fide illness or injury to family members. 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 registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- b) Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- c) Siblings;
- d) Spouse;
- e) Grandparent;
- f) Domestic partner and;
- g) Grandchild;

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

10.2.3 Family Care Leave: 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, domestic partner, 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 Misuse of sick leave is cause for disciplinary action up to and including discharge. The Employer may investigate cases of suspected sick leave misuse and may at any time during the course of that investigation and to the extent allowed by law request the employee provide ~~certification~~ **verification that the employee’s use of sick leave is for an authorized purpose as set forth in this article.** ~~from a health care provider attesting to an illness, injury, or other reason for~~

leave. Except in cases of sick leave misuse, employees' use of sick leave shall not be used as criteria for performance evaluation.

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, unless impracticable, with notice as soon as feasible of the anticipated date of return to work. ~~A health care provider's certification~~ Verification that the employee's use of paid sick leave is for an authorized purpose under RCW 49.46.210(1)(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 five (5) consecutive work days. The physician's letter may be required to be updated every week in writing during an extended sick leave. Any County-required verification may not result in an unreasonable burden or expense on the employee in accordance with WAC 296-128-660.

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

10.6 Effective January 1, 1983, eligible employees who have completed thirteen (13) accruable pay cycles and who are separated from service due to death, retirement or disability shall have the option, upon written agreement, to be paid for unused accrued sick leave as follows:

1. Twenty-five percent (25%) of up to the first seventy-five (75) days at the employee's base hourly rate of pay for unused accrued sick leave days.
2. Fifty percent (50%) of up to the next seventy-five (75) days (seventy-six (76) through one hundred and fifty (150)), at the employee's base hourly rate of pay for unused accrued sick leave days.
3. Seventy-five percent (75%) of up to the next fifty (50) days (one hundred and fifty-one (151) through two hundred (200)), at the employee's base hourly rate of pay for unused accrued sick leave days.

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

10.7 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 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.

10.10 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. The reference in Article 10.4 to “five (5) consecutive work days” refers to the employee’s standard scheduled work day.

ARTICLE 13 - GROUP INSURANCE: MEDICAL/DENTAL/LIFE

13.1 Medical - Effective January 1, 2016~~8~~, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each active (non-separated) eligible regular and limited duration employee who received compensation for eighty (80) hours or more in the previous month (cash outs of accrued leave upon separation shall not count toward the eighty (80) hours of compensation in a month), the following maximum amounts through December 31, 2016~~8~~:

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$1314.53 for Plan A or for ~~Group Health Cooperative~~ the Kaiser Permanente Plan, per eligible regular full-time and limited duration full-time employee. Any remainder of the monthly premium(s) due will be paid by employees through automatic payroll deduction, which are hereby authorized.

The current rates for 2016~~8~~ are as follows:

	<u>Premium</u>	<u>County Pays</u>	<u>Employee Pays</u>
Medical “PLAN A” or Group Health Cooperative <u>Kaiser</u>	\$1367.40		
Domestic Partner Medical	\$ 14.00		
Vision – Plan EXT	\$ 14.90		
Domestic Partner Vision	<u>\$ 0.20</u>		
Total Month Premium:	\$1396.50	\$1314.53	\$ 81.97

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

Regular part-time and limited duration part-time employees who are not regularly scheduled to work more than 80 hours in a month may, on a seasonal, temporary, or emergency basis, work or otherwise receive compensation for eighty (80) hours or more in a month without triggering eligibility for medical and vision insurance as otherwise required by this Article. Such regular part-time and limited duration employees shall not become eligible for medical and vision insurance under the provisions of this Article unless they receive compensation for eighty (80)

hours or more in three consecutive months, or experience an increase in budgeted FTE which would cause them to be regularly scheduled to work eight (80) hours or more on an ongoing basis. The County's payments to Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. shall apply prospectively starting the first month after these eligibility requirements are met and the employee shall be responsible for any pro-rata share according to the provisions of this Article.

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

13.2 Dental – The County will pay a maximum monthly premium for dental benefits of either \$133.76 for the County's Washington Dental Service plan or ~~\$112.10~~ \$108.74 for the County's Willamette Dental of Washington plan, for eligible regular and limited duration full-time employees and their dependents for the period January 1, 2016~~8~~ through December 31, 2016~~8~~. Eligible regular and limited duration part-time employee's dental benefits are also subject to a pro-rata share, as provided herein.

13.3 Life Insurance – The County will pay the full monthly premium for \$25,000 of group term life insurance for eligible regular and limited duration full-time employees for the period January 1, 2016~~8~~ through December 31, 2016~~8~~. Eligible regular and limited duration part-time employees' life insurance benefits are also subject to a pro-rata share, as provided herein.

13.4 The County agrees to provide and maintain the health and welfare benefits listed above for all eligible regular and limited duration full-time employees provided an eligible regular or limited duration full-time employee shall pay any medical and vision premium in excess of \$1314.53 for Plan A or for ~~Group Health Cooperative~~ Kaiser Permanente, through automatic monthly payroll deduction. The County will also provide and maintain the medical and vision benefits listed above for all eligible regular and limited duration part-time employees working under the jurisdiction of the Union who are compensated for eighty (80) hours or more in the previous month, provided, an eligible regular or limited duration part-time employee shall pay for any medical and vision premium in excess of \$1314.53 for Plan A or for ~~Group Health Cooperative~~ Kaiser Permanente or \$954.00 for Plan C, in addition to said employee's pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via automatic monthly payroll deduction. Eligible regular and limited duration part-time employees (according to the County's part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

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

13.6 In the event of a work-related disability (Article 12.3), the County will continue to pay its cost to continue the benefits set forth in Sections 1-3 above, for absence of up to twelve (12) months, provided that eligible regular and limited duration full-time and part-time employees shall contribute any medical and vision premium in excess of \$1314.53 for Plan A or for ~~Group Health Cooperative~~ Kaiser Permanente or \$954.00 for Plan C or \$133.76 for the County's Washington Dental Service plan or ~~\$112.10~~ \$108.74 for the County Willamette Dental of Washington plan and eligible regular and limited duration part-time employees shall also contribute their pro-rata share for medical and vision premiums, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.

13.7 Eligible employees shall be allowed to utilize the County's retiree health and welfare program(s).

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

13.9 The County will provide, for eligible regular and limited duration full-time and part-time employees, a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, effective at the start of the first pay period beginning on or after January 1, 2016~~8~~, and continuing through the duration of this agreement. The County shall pay any administrative premium or cost of the plan. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.

13.10 For the calendar year 2017~~9~~, effective January 1, 2017~~9~~ and for the 2017~~9~~ calendar year, the County will pay up to the first 6% increase (above the 2016~~8~~ premium amount) of the total monthly premium for each medical/vision insurance plan for full-time employees (i.e. Plan A with vision or Kaiser Permanente with vision). Any increase above 6% will be picked up by the employee, through automatic payroll deduction. Regular and limited duration part-time employees will pay this increase in addition to their additional pro-rata share of the premiums. Regular and limited duration part-time employees enrolled in Plan C will continue to pay their pro-rata share of the Plan C premium, as described in Section 4 of this Article, as long as the Plan C total premium amount is less than the monthly amount contributed by the County for full-time employees.

For example, **for full time employees**, if the increase for a medical/vision plan is 8% above the 2016⁸ premiums, the County will pick up the first 6% and the employee will pick up the remaining 2%. If the increase is 10.5%, the County will pick up the first 6% and the employee will pick up the remaining 4.5%. If the increase is 4%, the County will pay only the 4% increase.

Effective January 1, 2017⁹ and for the 2017⁹ calendar year, the County will maintain the current level of life insurance coverage and will pay 100% of the associated premium. Eligible regular and limited duration part-time employees are subject to their pro-rata share.

13.11 For the calendar year 2018²⁰²⁰, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County **or other** benefit plans, and plan design changes for County **medical**, dental ~~insurance~~ and/or County life insurance coverage, provided an agreement cannot be reached as part of the 2017⁹ negotiations. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

Other:

Sick Leave Incentive – If during the term of this agreement, the Washington State Department of Labor and Industries determines that the County's Sick Leave Incentive Program which was in place in December 2017, is in compliance with state law(s), the County will restore the Sick Leave Incentive Program as it was in December 2017. If during the term of this agreement, the State Department of Labor and Industries determines that the County's Sick Leave Incentive Program would not have been in compliance with state law(s), but the Sick Leave Conversion Program in place prior to the most recent Sick Leave Incentive Program would be in compliance, the County will restore the Sick Leave Conversion Program as it was prior to the program in place on December 2017.

March 7, 2018

Washington State
Department of Labor & Industries

PO Box 44000
Olympia WA 98504-4000

Attention: Employment Standards, Leave and Benefits Division

Pierce County is requesting an official determination as to whether our sick leave incentive program will comply with the new state sick leave rules, implemented as a result of I-1433. We have suspended our program pending your response. The applicable program details are as follows:

Employees 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. Only employees who have been in a pay status for the complete calendar year shall be eligible for this sick leave incentive program.

If the program described above is not in compliance, then we would like to know if a program where an employee would be able to convert available sick leave to vacation leave, rather than just be awarded additional vacation hours, would comply. That is, would it make any difference if it was a "conversion" program rather than an "incentive" program.

It should be noted that Pierce County does allow all employees to carryover all sick leave balances from one calendar year to the next, with no upper limit. Therefore, the majority of our employees have well over 52 hours of sick leave accrued or 40 hours of carryover.

Thank you for your review and advice on this matter. We look forward to receiving your response as soon as possible as we are currently bargaining with 21 bargaining units and this issue is holding up settlement for some of those units.

Sincerely,

Joe Carrillo
Deputy Director of Human Resources

cc: Tia Bertrand, Acting Director of Human Resources
Debbie Young, Employee Relations Manager

Telecommuting

March 3, 2018

Denise Cobden
Professional & Technical Employees Local 17
2900 Eastlake Ave. East, Suite #300

Seattle, WA 98102

Subject: Telecommuting Program

Dear Ms. Cobden:

This letter is to confirm that as part of the collective bargaining negotiations for a successor agreement, the County and Local 17 have agreed to the following:

Employees in the Local 17 Bargaining Units may request, and the County shall consider, telecommuting work arrangements when, solely in the County's determination, the employee's work can be effectively carried out, measured and accounted for under such conditions. Employees may be required to complete and sign telecommuting agreements.

The County may, at its discretion, resurrect, alter and/or modify its "Telecommuting Pilot Program" created in 2010 and revised in 2015. Decisions on who qualifies and/or may participate will be made at the Division Manager level and any decision to grant or deny a request for telecommuting under this letter shall not be grievable in any forum.

During the 2018-2019 contract period, the County shall assess the results of the telecommuting program and either party may raise this as a subject when negotiating a successor agreement.

Sincerely,

Joe Carrillo
Deputy Director of Human Resources

cc: Tia Bertran, Acting Director of Human Resources
Toby Rickman, Deputy Director of Planning and Public Works
Dennis Hanberg, Director of Planning and Public Works
Debbie Young, Employee Relations Manager