

Collective Bargaining Agreement

Between

Pierce Conservation District

And

The Washington Council of County and City Employees, AFSCME Council 2

Effective January 1, 2023 through December 31, 2024

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PREAMBLE

This Agreement is entered into by and between the Board of Supervisors of the Pierce Conservation District, hereafter referred to as “PCD,” and the Washington State Council of County and City Employees/AFSCME Council 2 and its affiliated local (hereafter referred to as the “Union”).

The purpose of this Agreement is to promote collaboration and mutual respect, with the purpose of providing excellent natural resource conservation throughout the PCD service area and promoting a harmonious team spirit among all levels of PCD staff.

The parties agree it is in their mutual best interests to promote procedures and methods to promptly and fairly address disputes; fair working conditions; promote environmental sustainability in the delivery of high quality, efficient services to the Pierce Conservation District (PCD); promote and encourage areas of understanding and cooperation in labor-management relations; and to encourage an environment of good will and harmony between the District and employees for the benefit of all.

ARTICLE 1: UNION RECOGNITION AND UNION SECURITY

1.1 PCD recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time non-supervisory employees of PCD, excluding supervisors, confidential employees, and all other employees in accordance with PERC Decision 134539-E-21.

1.2 Union Security.

PCD shall remain neutral when communicating with employees about Union membership and direct the employee to discuss such issues with a Union representative.

1.3 Union Deductions and Related Issues.

1.3.1 PCD will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union’s exclusive representation status. PCD will also inform employees if they are subsequently appointed to a position that is not in a bargaining unit.

1.3.2 Union Deductions.

A. Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who voluntarily chooses to become a member after that date, shall execute appropriate documentation (which fully complies with the

United States Supreme Court's decision in Janus v. AFSCME, et. al) provided by the Union to the employee which confirms his/her/their voluntary choice to become a member of the Union.

- B. Employees who choose to become a member of the Union shall sign a written Union dues check off form evidencing their clear consent for PCD to deduct Union dues/fees from their respective paycheck. This consent form must unequivocally demonstrate the employee's request for the foregoing deduction, the amount and frequency of the deduction, where PCD is to send the deduction, and that the employee consents to the payment by PCD of the deduction to the Union.
- C. PCD shall not make any deduction of Union fees/dues from any employee's paycheck until Employee or the Union provides PCD with the signed consent form described above in this Section. Authorizations for a payroll deduction are valid whether executed in hard copy or electronically. The employee may revoke their consent form under such conditions as provided by applicable law or following the legal terms and conditions of each employee's authorization for payroll deduction. For Union members who have properly completed dues deduction documentation, PCD shall deduct once each pay period all Union dues and fees uniformly levied and authorized. Subject to the terms of this Article 1, PCD shall transfer the amounts deducted to the Union, Council 2.
- D. The Union agrees to indemnify, defend, and hold PCD harmless from and against all claims, suits, orders, judgments, and other liabilities brought or issued against PCD (including reimbursement for any attorneys' fees and other expenses) by any person or entity as a result of any action taken by PCD pursuant to the terms of this Article 1 .
- E. PCD shall provide the Union, a monthly basis, with a complete list of all bargaining unit members that includes: employee name, hire date, job classification, job status (if changed), union dues deducted, and monthly base wage. PCD shall provide an electronic copy of any "Authorization for Payroll Deduction Representation" form received from an employee to the Union via electronic mail to: C2everett@council2.com as soon as practicable after receipt of the same.

1.4 New Employee Orientation.

When new employees are hired, the Union will be given an opportunity to have a Union representative speak to the new employee at the time of the new employee orientation (if feasible) and no later than 90 days after the date of hire for no less than thirty (30) minutes on duty (paid time) to provide information about the Union and this Agreement. PCD will provide notice to the Union's designated representative and designated union officer of a new employee's hire prior to the employee's first day of work.

ARTICLE 2: UNION RIGHTS AND ACTIVITIES

2.1 An employee has the right to be accompanied by a Union representative at an investigatory meeting if the employee reasonably believes that they will be asked questions that could lead to discipline. The exercise of this right shall not unreasonably delay or postpone a meeting. It is the employee's obligation to ask for a Union representative at the meeting if they wish to have one.

2.2 Staff Representatives.

- A. The Union will provide PCD with a written list of staff representatives assigned to PCD. The Union will provide written notice to PCD of any permanent changes within thirty (30) calendar days of the changes.
- B. Union staff representatives, upon prior notice, will have reasonable access to the PCD's offices or facilities to carry out representational activities, subject to any District security requirements and provided that PCD operations are not impaired.

2.3 Union Officer/Steward List.

The Union will provide PCD with a written list of current Union Officers/Shop Stewards and updates to that list if/when it changes. PCD will not recognize an employee as a Union Shop Steward if the employee's name does not appear on the list.

2.4 Conducting Union Business.

The Employer agrees that no more than three (3) identified employees may be allowed to attend negotiations for successor collective bargaining agreements with no loss of pay. The Employer agrees that no more than one (1) identified employee may be allowed to post Union notices; distribute Union literature; transmit communications authorized by the local Union or its officers to the Employer/Employer representatives; and consult with the Employer/Employer representatives concerning the enforcement of the provisions of this Agreement at no loss of pay. Provided, however, that the foregoing Union activities shall not interfere with the work of employees or the operation of the Employer – and shall be performed with permission of the Executive Director or his/her/their designee.

2.5 Labor/Management Committee.

PCD and the Union agree to establish a Labor/Management Committee composed of an equal number of representatives from each side. The purpose of this committee shall be to resolve differences at the lowest possible level and to provide a forum for an exchange of ideas. Meetings will be scheduled quarterly or as agreed upon by the

parties. The parties will work together collaboratively to establish the logistics under which the Committee shall operate. The committee shall not have the authority to alter this Agreement nor shall it substitute for the grievance procedure contained in this Agreement. Further details are contained in Article 4 below.

2.6 Meeting Space and Use.

In PCD's discretion, it may allow the Union to utilize its facilities to hold meetings during or outside of PCD's regular business hours – subject to the availability of the space, prior approval, and the absence of any impact of PCD's operations.

2.7 Notice of Changes to Bargaining Unit Jobs.

PCD will provide the Union with 14 days' notice of any substantive changes to bargaining unit job descriptions and classifications.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 General Management Rights.

Management retains all rights granted by statute and the common law to manage its operation. PCD's areas of responsibilities are reserved to PCD's management if PCD is to function effectively and perform its mission in service of the public. To this end, the Union recognizes that, except as specifically limited by this Agreement, all rights to manage, direct and supervise the operation of PCD and the employees are vested solely in PCD.

3.2 Management Rights.

Subject to the provisions of this Agreement, PCD's management rights include, but are not limited to, the right to:

- A. Determine PCD's functions, programs, equipment, facilities, management, organizational structure, and use of technology in accordance with Ch. 89.08 RCW
- B. Determine, administer, and amend PCD's budget and budgetary priorities
- C. Direct and supervise employees; and determine the duties of employees
- D. Take all necessary actions to carry out the functions of PCD during an emergency
- E. Determine PCD's mission and strategic plans

- F. Develop, enforce, modify, or terminate any policy, procedure, manual or work method associated with the operations of PCD
- G. Determine the location of operations, offices, work sites, including permanently moving or temporarily moving operations in whole or in part to other locations
- H. Contract for provision of goods or services, other than those customarily and historically performed by bargaining unit employees
- I. Establish work performance standards, which include, but are not limited to, the priority, quality, and quantity of work
- J. Establish or abolish positions and determine the skills and abilities necessary to perform the duties of such positions
- K. Select, hire, assign, evaluate, retain, promote, layoff or discipline employees for just cause (provided that PCD may discipline probationary employees with or without just cause)
- L. Develop classifications and determine, prioritize, and assign the work to be performed as appropriate for those classifications
- M. Determine: (i) the methods, means, equipment, technology, and personnel by which PCD's operations are to be conducted and the hours of operation; and (ii) shift starting and ending times.
- N. Determine appropriate employee dress while on duty and/or acting on behalf of PCD.
- O. Utilize the services of temporary employees outside the bargaining unit, subject to bargaining the impacts (if any) upon bargaining unit work.

The above listing of specific management rights is not intended to, and shall not be construed as, restrictive of, or as a waiver of, any management rights of PCD not listed herein. To that end, the foregoing list is for illustrative purposes only.

ARTICLE 4: UNION-MANAGEMENT RELATIONS

4.1 Union-Management Relations.

All collective bargaining with respect to mandatory subjects of bargaining (wages, hours and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of PCD. Agreements reached between the

parties to this Agreement shall become effective when signed by authorized representatives of PCD and the Union. Should there be any conflict between PCD's rules, regulations or policy and this Agreement, the Agreement shall prevail.

4.2 Union Bulletin Boards.

PCD agrees to furnish, and the Union agrees to maintain, suitable bulletin boards and a shared drive version in convenient places in each work area to be used by the Union for appropriate purposes. The Union shall limit its posting of notices and bulletins to such bulletin boards. Such posting shall not include derogatory, inflammatory, or defamatory information, nor any other information that violates applicable law or PCD's policies. The Union shall identify employees who are authorized to post and remove materials (and shall inform PCD of the identity of those employees).

4.3 PCD and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union-Management Communication Committee will be established. The purpose of the committee is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

4.4 Either party may request a committee meeting and propose items for discussion on topics which may include but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change. Meetings will occur quarterly at mutually agreed upon times.

A. Participation.

1. PCD and the Union will be responsible for the selection of their own representatives. The number of participants will be mutually agreed upon prior to meeting. Each party will provide to the other the names of their committee members and items for the agenda at least ten (10) calendar days in advance of the meeting date to facilitate preparation.
2. Employees attending pre-meetings during their work time will have no loss in pay for up to thirty (30) minutes per committee meeting, subject to a maximum of two (2) employees. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.
3. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.

B. Scope of Authority.

Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement.

4.5 Access to PCD Policies.

PCD's policies for personnel administration will be available for review by employees on its intranet or in another reasonably available manner. PCD will ensure that employees have access to its intranet upon request.

- 4.6 Authorized representatives of the American Federation of State, County, and Municipals Employees, whether local Union representatives, or international representatives, shall have access to the public premises of PCD at any time during working hours to conduct Union business; provided, however, that such conduct of Union business shall cause no disruption of the work required to be performed by employees.

ARTICLE 5: PERFORMANCE OF DUTY

Nothing in this Agreement shall be construed to give an employee or the Union the right to strike and no employee shall strike or refuse to perform his/her/their assigned duties to the best of their ability. PCD and the Union understand and agree that the public interest requires the efficient and uninterrupted performance of all PCD services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to the foregoing objective. During the term of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, sickout, or the like and, should the same occur, the Union agrees to take all reasonable steps to end such conduct. Employees found to have engaged in such conduct may be subject to disciplinary action, up to and including termination of employment. Similarly, during the term of this Agreement, PCD shall not lock out its employees.

ARTICLE 6: ANTI-DISCRIMINATION

- 6.1 The provisions of this Agreement shall be applied equally to employees in the bargaining unit without discrimination as to age, gender, marital status, race, color, creed, religion, national origin, political affiliation, union affiliation, genetic information, mental or physical disability, sexual orientation, gender identity, gender expression, citizenship status, or any other protected classification under applicable law unless there is a bona fide and lawful occupational qualification. The Union and PCD shall share equally the responsibility for applying this Article.

- 6.2 Employees who feel they have been the subjects of unlawful discrimination must promptly report such issues to their immediate supervisor, as detailed PCD's Personnel Policy Manual.
- 6.3 PCD and the Union agree to support diversity in the workplace, as well as compliance with all applicable law (including the protection of constitutionally guaranteed rights (both State and Federal).
- 6.4 The Employer will endeavor to promote scientific integrity in:
 - A. The conduct of research toward the fulfillment of the Employer's vision;
 - C. The development of employee education and communication methods, in the field, in the work settings, and to empower citizens of Pierce County in the creation of healthy ecosystems; and
 - D. In the pursuit of the publication of appropriate scientific, peer-reviewed articles and research.
- 6.5 Mutual Non-Interference with Rights. Neither the Employer nor the Union shall interfere with the rights of members to become members of the Union or not become members of the Union. Both parties recognize that the decision to join the Union, or not, is employee's own personal decision. Neither the Employer nor the Union shall interfere, restrain, coerce, or discriminate against any employee for engaging in Union activities or for choosing not to engage in Union activities.
- 6.6 Equal Employment Opportunity. Each party agrees to discuss in good faith any equal employment opportunity problems raised by the other party. The Employer and the Union will jointly seek solutions to such problems, should they occur, through good personnel management procedures and practices.

ARTICLE 7: HIRING AND EMPLOYEE CLASSIFICATION

7.1 Filling Positions.

PCD will determine when a position will be filled, the type of appointment to be used when filling the position, and the knowledge, skills, and abilities necessary to perform the duties of the specific position. PCD shall determine whether a position will be filled on a full-time or part-time basis. PCD will provide the Union with 14 days' notice of any substantive changes to bargaining unit job descriptions and classifications. PCD agrees to bargain the salary for new or substantially modified job descriptions.

7.2 Types of Positions.

- A. Employee: A person occupying a position and who is paid a salary or wage for services rendered.
- B. Regular Employee: Any employee who has completed their probationary period, been appointed to indefinite continuous year-round employment and receives employment benefits.
- C. Temporary Employee: Any seasonal, limited term, project, or emergency employee hired for usually less than one year and who may not be eligible for employment benefits. If a temporary employee continues for 12 consecutive months with compensated hours exceeding 70 hours each month, the Union and PCD will meet to discuss: (i) whether the temporary employee will become a Regular Employee; (ii) whether the subject temporary employment shall be extended and, if so, for what time period; and/or (iii) whether PCD will be separating the temporary employee. Any extension of the subject employee's temporary employment must be agreed upon in writing by PCD and the Union.
- D. Exempt Employee: An employee who is paid a fixed salary, rather than an hourly wage, and whose duties meet the criteria for exclusion from the state and federal overtime wage requirements.
- E. Non-Exempt Employee: An employee who, because of their duties or hourly status, is entitled to overtime compensation.

7.3 Probationary Period.

New employees shall be subject to a probationary period of six (6) months of continuous service with PCD, commencing from the date on which an employee starts in their position. Upon notice to the Union, PCD may extend an employee's probationary period for any additional three (3) months. During the employee's probationary period, such employee may be terminated at the discretion of PCD without recourse to the grievance procedure in this Agreement and with, or without just cause. Temporary employees who become Regular Employees will not have to complete another probationary period.

7.4 Job Postings.

PCD shall post job openings at each Department for a period of 5 days. Eligible employees may apply for consideration for the subject position. As stated above in Section 7.1, PCD shall have the discretion to fill any position with the person it determines is most appropriate for said position (regardless of whether that person is a current employee).

- 7.5 Advancement to a Better Paying Position. Whenever a less senior employee is selected to a better paying position, the more senior employee may request that PCD provide him/her/they with the reasons why they were not selected for the position.
- 7.6 Lateral and Downward Bidding. Employees may bid laterally or downward between Departments for open positions (without guarantee of placement). Pursuant to Section 7.4, PCD shall retain its management right to fill any position with the person it determines is most appropriate.
- 7.7 Assignment of Duties. Employees in any classification are expected to perform any duties to which they may be assigned, provided that no employee shall be subject to discipline for their good faith failure to properly perform temporarily assigned duties for which they have not been properly trained.
- 7.8 Promotion, Demotion, Transfer.
- A. A promotion is an appointment to a classification with a higher rate of pay. An employee promoted shall move to the higher job classification and receive no less than a step increase of 4%.
 - B. A demotion is an employee's reclassification (either voluntary or involuntary) to a job with a lower rate of pay. An employee demoted shall move to a lower job classification and receive a reduction of at least 4%.
 - C. A transfer is an employee's movement (either voluntary or involuntary) from one job classification to another job classification with the same range of pay.
- 7.9 Position Rating Process.
- PCD will endeavor to maintain a position description for every position. PCD will review position descriptions as needed, or at the request of an employee with regard to their respective position. PCD will provide the Union any substantive changes to position descriptions, or created position descriptions for new positions. Upon request of the Union, PCD will bargain descriptions for new positions.
- 7.10 Reasonable Accommodation.
- PCD and the Union will comply with all applicable law and regulations regarding providing reasonable accommodations to qualified individuals with a qualifying mental or physical disability, as well as any legally required religious accommodations for qualified employees.

ARTICLE 8: REDUCTION IN FORCE (ALSO REFERENCED AS A “LAYOFF”)

8.1 PCD retains the management right and discretion to decide if a reduction in force is required. Should PCD determine a reduction in force is required, the provisions set forth in this Article 8 shall apply. While it is the intent of PCD to retain a skilled workforce to deliver services, it may be necessary to lay off employees due to budgetary reasons, reorganization, the elimination of services or for other legitimate reasons. Laying off employees will not be considered until other options have been considered.

8.2 Probationary Employees.

Probationary employees will be subject to a reduction in force prior to regular employees.

8.3 Notification to Employees.

A. Regular employees will receive written notice at least thirty (30) calendar days before they are subject to a reduction in force. The notice will include:

1. The basis for the layoff. The basis for the layoff may include, but is not limited to: lack of funds, lack of work, or organizational change.
 2. The employee’s layoff options, if any. These options, in descending order, are: (i) a vacant position (if any) at the same salary range for which PCD has determined the employee has the requisite qualifications, skills, and abilities; (ii) a vacant position (if any) in a lower salary range for which PCD has determined the employee has the requisite qualifications, skill, and abilities; and (iii) solely in the case of a reduction in force resulting in the employee’s separation of service, a lower salary range position that the employee previously held – provided that the employee has greater seniority than the person currently occupying the position.
- B. The Union will be provided with a copy of the foregoing 30-day notice. Upon the Union’s request, PCD will bargain the impacts (if any) to the bargaining unit from the reduction in force. Provided, however, in no event shall such impact bargaining serve to delay the onset of the reduction in force.
- C. Employees will be provided up to five (5) calendar days to accept or decline, in writing, any options provided to them. This time period will run concurrent with the thirty (30) calendar days’ notice provided by PCD to the employee.

- D. "Days" are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.
 - E. If PCD chooses to institute a reduction in force without providing the foregoing 30 days' notice, it shall pay the subject employee(s) their wages for the days they would have worked had full notice been given.
- 8.4 Reductions in force shall be based upon the seniority of the employee within his/her/their respective job classification. The least senior employee in the applicable job classification shall be laid off first and, then, PCD shall progress if necessary to subsequently senior members within that job classification if further reductions are determined necessary.
- 8.5 Recall.
- A. Regular employees who are laid off will have their names placed on a reinstatement register unless the respective employee informs PCD that he/she/they does not wish to have their name placed on said register. The reinstatement register shall be in effect for twelve (12) months from the effective date of the employee's separation. Employees shall have no reinstatement rights after the expiration of this 12-month period.
 - B. When a vacancy occurs and where there are names on the foregoing reinstatement register, PCD will fill the subject position with the most senior employee who has the skills and abilities to perform the duties of said position (as determined by PCD in its discretion).
 - C. The Union shall cooperate with PCD in maintaining a list of current addresses of employees who have been subject to a reduction in force. Notice of an offer of reinstatement shall be sent by PCD to the employee at his/her/their last known address on file with PCD by certified mail. If any former employee fails to report to work within fourteen (14) calendar days from the date of the mailing of the reinstatement notice, said former employee shall have their name removed from the reinstatement register and shall forfeit any reinstatement rights.
 - D. Removal from the Reinstatement Register
In addition to the reasons set forth above, an employee will have their name removed from the reinstatement register upon retirement, resignation or discharge from PCD.

ARTICLE 9: SENIORITY

9.1 Definition.

- A. Seniority for PCD employees will be defined as the employee's length of continuous PCD employment covered under this Agreement. Part-time employees earn seniority based on a prorated percentage of regular full-time employment (for example, a 0.5 FTE will earn 0.5 service credits per month).

9.2 Ties.

If two (2) or more employees have the same continuous PCD service date, ties will be broken by selection based on performance/abilities.

9.3 Seniority List.

A copy of the seniority list will be provided to the Union annually upon request.

9.4 Leave without pay of 15 consecutive days or less will not affect an employee's seniority. Similarly, if an employee takes leave which is protected under State or Federal law, it shall not affect an employee's seniority.

ARTICLE 10: LICENSURE AND CERTIFICATION

10.1 Conditions of Employment.

When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification. Thereafter, PCD will be responsible for maintaining the license and/or certification and for all renewal costs.

10.2 Outside Entity Requirements.

When an outside entity, (e.g., by state regulation or local ordinance), requires a new license and/or certification following the appointment of the employee into the affected position, PCD will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, PCD will be responsible for maintaining the license and/or certification and for all renewal costs.

10.3 District Convenience.

When a license and/or certification is not required by an outside entity and PCD, for its own convenience, requires a new license and/or certification following the appointment of the employee into the affected position, PCD will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, PCD will continue to pay for maintaining the license and/or certification and for all renewal costs.

10.4 Employees will notify their immediate supervisor if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

ARTICLE 11: WORKPLACE BEHAVIOR

- 11.1 The parties agree that, in their service to the public, they are each responsible for complying with all applicable discrimination law. The parties agree they will not unlawfully discriminate (including, but not limited to, sexual harassment) against any employee. PCD shall take appropriate disciplinary action against any employee who is found to have engaged in unlawful discrimination and/or harassment in order to address the situation. Retaliation (by PCD or the Union) against any employee who participates in good faith in an investigation is prohibited.
- 11.2 Workplace Behavior. PCD and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties further agree that inappropriate behavior in the workplace does not contribute to PCD's service of the public, employee well-being, or productivity. All employees are responsible for contributing to the professional environment and for treating all persons with whom they come into contact as part of their job for PCD with dignity and respect.
- 11.3 Reporting Unlawful Behavior. PCD will not tolerate unlawful behavior by any employee (to include, without limitation, unlawful discrimination and harassment). Employees who become aware of such behavior should report the same to PCD pursuant to its personnel policies. To the extent appropriate, PCD will investigate the matter as required by law and its own policies.
- 11.4 Infants at Work Program. Employees desiring to participate in this program shall comply with the parameters set forth below in this Section 11.4:

- A. An employee parent may only participate in the Infants at Work program with one infant at a time to the workplace. In the infant shall be between the ages of six weeks and twelve months old.
- B. To be eligible for the program, the employee parent must contact PCD's Executive Director to schedule a time for a meeting regarding whether the employee shall be permitted to participate in this program. This meeting will include reviewing procedures for safety, security, evacuations, and operational impact. An individual plan will be developed, if feasible, for the employee and will take into account the safety of the infant and the business needs of PCD. The Executive Director shall have the discretion whether to allow the employee to participate in the Infants at Work program but shall only exercise that discretion based on operational, safety, or business factors.
- C. The infant, and employee parent, are strongly encouraged to be vaccinated, as appropriate for age, in accordance with state law requirements and the recommendations of the United States Centers for Disease Control and Prevention's (CDC's) Advisory Committee on Immunization Practices (ACIP).
- D. The parent must take the infant home if the infant:
 - a. Becomes sick while in the workplace;
 - b. Is disruptive for a prolonged period of time;
 - c. Causes significant distraction in the workplace; or
 - d. Prevents the parent from accomplishing work.
- E. The decision to take the infant home may be made by either the employee parent or PCD's Executive Director in their respective discretion. If the infant is taken home, the employee parent must use accrued leave for their time away from work (if the employee has no accrued leave, then their time away from work shall be unpaid).

11.6 Lactating Employees in the Workplace.

PCD will provide: (i) reasonable break time for an employee to express milk for an infant/child; and (ii) a private room, other than a bathroom, that is shielded from view and free of intrusion from co-workers and the public for use by lactating employees.

11.7 Pet Friendly Workplace Program.

Employees desiring to participate in this program shall comply with the paraments set forth below in this Section 11.7:

- A. An employee may bring only one pet in at a time to the workplace.
- B. While in the office, the pet must be on-leash and under control at the employee's workstation. Employees must be with their pet at all times when in the office.
- C. Pets must be vaccinated, as appropriate. PCD may require pet owners to produce a written vaccination history of their pets.
- D. The employee must take the pet home if the pet:
 - a. Becomes sick or creates a mess while in the workplace;
 - b. Is disruptive for a prolonged period of time;
 - c. Causes significant distraction in the workplace;
 - d. Prevents the employee from accomplishing work; or
 - e. Exacerbates or triggers allergies of other staff.
- E. The decision to take the pet home may be made by the pet owner, the employee's direct supervisor, or the District's Executive Director (in their respective discretion). If the pet is taken home, the employee must use accrued leave for their time away from work (if the employee has no accrued leave, then their time away from work shall be unpaid).

ARTICLE 12: DISCIPLINE

- 12.1 PCD may discipline or discharge regular employees for just cause. PCD may discipline or discharge probationary employees with or without just cause. The level or degree of discipline imposed shall be based on the severity of the offense, misconduct, and/or performance issues at hand, taking into account the subject employee's prior disciplinary history and other relevant factors. Employees shall have the right to have a Union representative present during disciplinary procedures except when PCD issues an oral reprimand.
- 12.2 Discipline includes oral and written reprimands, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the personnel file. This article does not preclude PCD from providing informal feedback related to an employee's performance.
- 12.3 PCD has the authority to conduct workplace investigations when determined appropriate in its discretion.

12.4 Disciplinary Investigations.

- A. An employee has the right to a union representative at an investigatory interview called by PCD, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available in either circumstance, the employee will select another representative who is available.
 - B. During an investigation, employees will answer all appropriate questions truthfully and to the best of the employee's knowledge.
 - C. The role of the union representative regarding PCD-initiated investigations is to provide assistance and counsel to the subject employee and not to interfere with PCD's right to conduct the investigation. The union representative shall make every effort to cooperate in the investigation.
- 12.5 An employee placed on an alternate assignment (or administrative leave) during an investigation will not be prohibited from contacting their Union steward unless there is a conflict of interest, in which case the employee may contact another Union officer. This does not preclude PCD from restricting an employee's access to PCD premises.
- 12.6 Prior to imposing discipline, except oral or written reprimands, PCD will inform the employee and the Union staff representative in writing of the reasons for the contemplated discipline and provide an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. PCD will offer the employee the opportunity to attend a pre-disciplinary hearing (in cases involving discipline greater than a written reprimand). At this pre-disciplinary hearing the employee and their union representative will have the opportunity to explain their perspective on the proposed discipline. Alternatively, the employee may choose to respond in writing in lieu of an in-person pre-disciplinary hearing. Attending a pre-disciplinary meeting with PCD will be considered time worked.
- 12.7 PCD will provide the Union staff representative with a copy of any discipline in excess of an oral reprimand.
- 12.8 Progressive Disciplinary Action.

Where appropriate, disciplinary action shall be progressive. Progressive discipline does not mean PCD must start at any particular level when imposing discipline. Rather, the concept of progressive discipline means PCD should consider the relevant facts, to include the employee's previous disciplinary history (if any), when deciding what level of discipline is appropriate in any particular case. Disciplinary actions could include oral reprimands (also referred as verbal warnings), written reprimands,

suspensions without pay, demotions, and termination. For serious events, disciplinary action (even in the context of progressive discipline) may involve more serious consequences – up to and including termination of employment.

12.9 Personnel Files.

Employee personnel records are considered confidential and, as such, shall only be accessible to the subject employee, PCD officials with a legitimate business reason to have access, Union representatives, and other persons entitled/required by applicable law to have access. Employees may examine their own file upon request in the presence of a PCD representative. Employees shall have the right to rebut, in writing, any item(s) in their file with which they disagree. The item(s) may be grieved to arbitration when the employee suffers a direct financial loss a result of the discipline.

12.10 Disciplinary Materials.

The Employer may consider discipline of a written reprimand or lower for up to two (2) years from its effective date as part of the progressive disciplinary process. Discipline in excess of a written reprimand may be considered indefinitely by the Employer.

ARTICLE 13: GRIEVANCE PROCEDURE

13.1 Purpose.

The purpose of this Article is to provide for an orderly method for resolving grievances. Union and PCD agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and PCD encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article 13 provides a formal process for resolution and said process shall be the exclusive remedy for redress of any alleged violation of this Agreement.

13.2 Terms and Requirements.

A. Grievance Definition

For the purpose of this Agreement, a “grievance” is defined as any dispute between PCD and the Union concerning the application, claim of breach, or violation of the express terms of this Agreement.

B. Filing a Grievance.

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees.

C. Computation of Time.

The time limits in this Article 13 must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday, or holiday, the last day will be the next day which is not a Saturday, Sunday, or holiday. Transmittal of grievances, appeals, and responses will be in writing, and timelines will apply to the third day after certified mailing or one day if sent by overnight mail. Alternatively, grievances, appeals, and responses may also be submitted electronically—and, in that case, will be deemed received when sent electronically.

D. Failure to Meet Timelines.

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by PCD to comply with the timelines shall result in the grievance automatically moving to the next step in the grievance process.

E. Contents.

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance (provided, however, the failure by the Union to describe any steps taken to informally resolve the grievance at the time of filing will not constitute a basis for invalidating the grievance);
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement allegedly violated;
4. The specific remedy requested;
5. Any other relevant information.
7. The name of the Union representative.

F. Resolution.

If PCD provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

G. Withdrawal.

A grievance may be withdrawn at any time.

H. Resubmission.

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

I. Consolidation.

PCD may consolidate grievances arising out of the same set of facts.

J. Bypass.

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

K. Allowance of Reasonable Time for Processing a Grievance.

PCD agrees to allow reasonable time (provided that it does not interfere with its operations) for the involved employees and a Union steward for investigation and processing of a grievance.

13.3 Grievance Procedure. Grievances shall be processed in accordance with the following procedure:

STEP 1: An employee(s) who believes they are aggrieved shall consult with a Union Shop Steward and, if the Shop Steward concurs as to the validity of the grievance, shall discuss the matter with the employee's Department Director within 21 days of when the employee knew or should have known of the facts which gave rise to the grievance. The supervisor shall provide a response to the Shop Steward and/or the Union within 21 days of the foregoing meeting.

STEP 2: If the Union is not satisfied with the supervisor's Step 1 response, then it shall reduce the grievance to writing and present it to the PCD Executive Director within twenty-one (21) days of when the Union received the Step 1 response from the employee's supervisor. The Executive Director shall meet with the grievant and the Union, review the matter and reply to the grievance within thirty (30) days after receipt of the same.

STEP 3: If the grievance is not resolved as provided in Step 2, the Union may refer the grievance to arbitration. The Union's request for arbitration must be made within thirty (30) calendar days after receipt of the Step 2 decision.

The Union must submit a written letter to the PCD stating its intent to arbitrate and requesting the selection of an arbiter. The foregoing letter shall include the following information: (i) identification of the Section(s) of the Agreement alleged violated; (ii) the nature of the alleged violation; (iii) the remedy sought; and (iv) any other relevant information.

13.4 Arbitration Procedures.

Grievances submitted by the Union to arbitration shall be subject to the following procedures:

- A. Arbiter Selection. In regard to each case reaching Step 3 of the grievance procedure, the parties will attempt to agree on an arbiter to hear and decide the case. If the parties are unable to agree upon an arbiter within fourteen (14) calendar days of the submission of the written request for arbitration, a list of nine (9) names of arbiters located in Washington and Oregon shall be jointly requested from the Federal Mediation and Conciliation Service ("FMCS") or Washington's Public Employment Relations Commissioner ("PERC"). Upon receipt of this list, the arbiter shall be selected by each party alternatively striking a name from the list until only one (1) name remains. The party entitled to make the first strike of an arbiter's name shall be determined by the flip of a coin. The arbiter shall be selected by the parties within fifteen (15) calendar days of their receipt of the foregoing list of arbiters.
- B. Arbitration Hearing. The arbiter shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as they deem pertinent. Each party to the proceeding may call such witnesses as may be necessary. The arguments of the parties may be supported by oral comment and rebuttal. Each party may be represented by an attorney at the arbitration. The arbiter shall be empowered to establish the procedures of the arbitration which are not otherwise specifically articulated in this Article 13.
- C. Cost of Arbitration.
 1. Each party shall pay any compensation and expenses relating to its own witnesses and representatives (including attorneys' fees and costs).
 2. If either party requests a record of the arbitration, the cost of said record and the stenographer's/court reporter's time will be borne by the requesting party. Provided, however, if the other party also requests a copy of the record, then the parties will equally split all costs charged by the stenographer/court reporter.

3. Unless otherwise ordered by the arbiter, the arbiter's fee and expenses will be equally split by the parties. This includes each party's obligation to equally split the initial filing fee, deposit, etc. charged by the arbiter upon his/her/their acceptance of the arbitration.

13.5 Arbiter's Authority.

In connection with any arbitration proceeding held pursuant to this Agreement, the parties agree as follows:

- A. The arbiter shall have no authority to render a decision that will add to, subtract from, alter, change, or otherwise modify the terms of this Agreement.
- B. The decision of the arbiter shall be final, conclusive, and binding upon the PCD, the Union, and the employee(s) involved.
- C. The parties shall request that the arbiter use his/he/their best efforts to render their decision within thirty (30) calendar days after the close of the arbitration process (including the filing of post-arbitration briefs, if any).
- D. In the event the arbiter finds that he/she/they has no authority or power to rule in the case, the arbiter shall issue a written statement to the parties setting forth the basis for their conclusion in this regard.

13.6 Retroactivity.

Arbitration awards shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being twenty-one (21) calendar days or less prior to the initial filing of the grievance at Step 1.

13.7 Election of Remedies.

- A. It is understood and agreed that taking a grievance to arbitration under this Article 13 constitutes an election of remedies and a waiver of any and all rights by the Union, to litigate or otherwise prosecute the grievance and its subject matter in any court or any other available forum (such as, for example, a city, state or federal agency). Provided, however, that if it is determined by the arbiter that he/she/they has no authority or power to rule in the case, then it shall not constitute an election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court or other forum (including, for example, before a city, state, or federal agency) shall be deemed to constitute an election of remedies and a waiver of the right by the Union to arbitrate the matter under this Agreement.

13.8 Mediation.

Nothing in this Article 13 shall prevent the Union and PCD from mutually agreeing to submit a grievance to mediation after Step 3 of the grievance process (prior to arbitration at Step 4) if each party determines, in their respective discretion, that it is appropriate to do so. If the parties mutually agree to submit a grievance to mediation, then the procedural timelines contained in this Article 13 shall be held in abeyance to allow the mediation process to run its course. If the parties are unable to resolve the grievance through mediation, then the grievance may continue in accordance with the arbitration procedure contained in this Article 13. Provided, however, if the Union desires to take the grievance to arbitration (Step 4), it shall provide written notice to PCD (containing the information required in Section 13.3, Step 4) within ten days after the mediation.

ARTICLE 14: VOLUNTEERS AND INTERNS

Nothing in this Agreement shall impair or prohibit PCD's longstanding practice of utilizing volunteers and interns outside the bargaining unit to perform PCD work. Provided, however, PCD will only utilize volunteers and interns to supplement its workforce and not to replace existing bargaining unit work. Volunteers and interns shall not supervise bargaining unit employees.

ARTICLE 15: OFF-DUTY CONDUCT

The off-duty activities of an employee will not constitute just cause for disciplinary action – unless said activities have a detrimental nexus to their employment with PCD. Employees will report to their direct supervisor any arrests, criminal convictions, guilty pleas, pleas of nolo contendere, and the like no later than the start of their next scheduled work shift.

ARTICLE 16: HOURS OF WORK AND OVERTIME

16.1 Definitions.

A. Workweek

The customary workweek for overtime eligible employees is 40 hours per week. The workweek is defined as Saturday at 12:00 a.m. PST to Friday at 11:59 p.m. PST. Work schedules are established by the Employer to accommodate business and operational needs of a respective functional work area.

B. Overtime Eligible Employees

Employees who are covered by the overtime provisions of state and federal law, also called “Non-Exempt” employees.

C. **Overtime Exempt Employees**

Employees who are not covered by the overtime provisions of state and federal law, also called “Exempt” employees.

D. **Full-time Employees**

Employees who are scheduled to work forty (40) hours per work week.

E. **Part-time Employees**

Employees who are scheduled to work less than forty (40) hours per work week.

16.2 Contact, Late for Work.

If an employee knows that they will be late for work or absent, it is the employee's responsibility to contact his or her supervisor as soon as possible.

16.3 Meal and Breaks.

Each Non-Exempt employee shall be authorized two (2) 15-minute paid rest breaks per full workday, each scheduled as near as possible to the middle of each half-shift, and an unpaid meal break as near as possible to the middle of the shift.

16.4 Overtime.

- A. Overtime for all non-exempt must be approved in advance by their supervisor.
- B. Overtime work is work in excess of 40 hours per PCD's designated work week (described above in this Article 16).
- C. The Overtime Rate will be one and one-half (1-1/2) of an employee's regular rate of pay.

16.5 Compensatory Time for Non-Exempt Employees.

Non-exempt employees may choose to receive compensatory time off in lieu of cash for overtime, subject to the parameters set forth below.

- A. An employee working approved overtime may choose to receive compensatory time off in lieu of a cash payment for said overtime. In that event, the employee

shall accrue compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

- B. Employees may not have an accrued compensatory time balance of more than 80 hours. Employees with an accrued compensatory balance of more than 80 hours shall be paid in cash for any overtime worked.

- C. Compensatory Time Use.

If an employee is unable to utilize their accrued compensatory time after requesting to use the same, PCD will pay the employee the cash value of said time upon their request.

- D. Compensatory Time Cash Out.

All compensatory time must be used by December 31st of each year. PCD will cash out any accrued but unused compensatory time every December 31st or when the employee separates from PCD for any reason. PCD will pay the employee at their regular rate of pay at the time the compensatory time is cashed out.

16.6 Alternative Work Schedules.

Alternative work schedules, including but not limited to flexible schedules or compressed work weeks, may be permitted. Alternative work schedules are subject to discretion of the employee's supervisor and must be approved, in writing and in advance by the supervisor. The supervisor shall retain their management right to revoke an alternative work schedule if determined appropriate in their discretion. The Employer shall endeavor to provide at least 30 days notice to the employee prior to changing their schedule.

ARTICLE 17: WAGES

17.1 Employee wages are set forth in Appendix A to this Agreement.

17.1.A For 2023, all employees will receive a salary increase of 5%. This wage increase shall take effect on January 1, 2023 or full ratification of this Agreement – whichever is later.

17.1.B Effective January 1, 2024, all employees will receive a salary increase of 3.3%.

- 17.1.C On a one-time, non-precedent setting basis, the Employer shall pay each represented employee, a lump sum gross payment of \$1,200. The usual and customary withholdings shall be deducted from the foregoing amount. The Employer shall pay the foregoing amount within 45 days of full ratification of this Agreement by both parties.
- 17.2 PCD shall assign each employee to a job classification as specified in Appendix A and pay the employee accordingly. Upon hire, PCD shall assign, in its discretion, the employee to the pay step on Appendix A that it determines appropriate based upon the employee's experience and any other relevant factors (generally, new hires are assigned to Step 1, 2 or 3 for their respective job classification). The employee shall then progress through the pay steps pursuant to the formula set forth in said Appendix. Provided, however, nothing in this Article is intended to prohibit PCD from reducing an employee in a pay step or freezing an employee at a pay step as part of a disciplinary process.

The formula for each employee's progression through the pay steps shall be as follows:

- Steps 1 – 3: Occurs every 1 year
- Steps 4 – 7: Occurs every 2 years
- Steps 8 – 10: Occurs every 3 years

17.3 Pay for Performing the Duties of a Higher Classification.

Employees who are temporarily assigned and work a majority of their hours performing the duties and responsibilities for more than ten (10) consecutive work days of a higher-paid position will be notified in writing and will be advanced to the range and step of that position for the duration of the assignment.

17.4 Salary Adjustments.

Notwithstanding Article 17.2 above, the Employer may increase an employee's step within the salary range earlier than provided in Appendix A in order to encourage job advancement or address issues related to recruitment, retention or other business needs.

17.5 Voluntary Demotion.

An employee who voluntarily demotes to a position in a different job with a lower salary range will be placed in the new range at a salary equal to their previous base salary (the employee must have PCD's consent to voluntarily demote). If the previous base salary exceeds the new range maximum, the employee's base salary will be set equal to the new range maximum.

17.6 Reclassification.

An employee who believes their position is improperly classified may request review of their job duties by the Executive Director. Upon receipt of such request, the Executive Director will conduct a job audit and make a final determination as to whether the employee's job is properly classified. Any changes to pay ranges as a result of a review of position duties are subject to impact bargaining between the parties.

17.7 Training and Education.

PCD and the Union recognize the value and benefit of education, training, conference, etc. designed to enhance an employee's ability to perform their job duties. PCD and the Union equally recognize that PCD has budgetary limitations which are largely beyond its control. To the extent the funds exist, as determined in PCD's discretion, PCD will allocate \$1,300 per calendar year per employee for training and education.

17.8 Tools and Equipment.

PCD shall supply employees mobile devices if the employee is required to use the same for work purposes. Employees shall have no right of privacy in said mobile device. PCD may monitor or inspect said mobile device, along with all information contained there, upon demand. PCD shall also pay for the cost of necessary rain gear, tools, and work equipment determined necessary by PCD for an employee to perform their job duties.

ARTICLE 18: TRAINING AND DEVELOPMENT

- 18.1 PCD and the Union recognize the value and benefit of education, training seminars, workshops and conferences designed to enhance an employee's ability to perform their job duties. Training and all other employee development opportunities will be provided to employees in accordance with PCD policies and available resources.
- 18.2 Subject to the availability of funds and PCD's financial condition (as determined by PCD in its sole discretion), PCD will continue to encourage the participation of employees at Washington Association of District Employees (WADE) conferences.
- 18.3 Attendance at PCD approved education, training seminars, workshops, and conferences will be considered time worked. PCD will pay the registration and associated travel costs for PCD approved education, training seminars, workshops, and conferences in accordance with PCD policies and available resources.

ARTICLE 19: COMMUTE TRIP REDUCTION

19.1 Employees will receive a card for travel known as a “One Regional Card for All (ORCA)” card for fare-free access to local public transportation. Employees may use the ORCA card for business or personal purposes.

19.2 Mobile Working.

- A. Mobile working is the practice of using mobile technology to perform required job functions from home or another PCD approved location.
- B. PCD, in its sole discretion, will determine if a position’s duties are eligible for mobile working and the frequency of mobile working.
- C. PCD may require an employee to attend meetings in person or come to the office/field on an approved mobile working day.
- D. Employees wishing to engage in mobile working must submit a request to their supervisor. The request will include the number of days per week the employee desires to engage in mobile work, duties that will be conducted during the mobile work, and technological needs to ensure successful completion of the duties.
- E. The supervisor will meet with the requesting employee to discuss the request and, if approved, develop a mobile working agreement. Both parties will mutually agree on a start date.
- F. PCD reserves the right to deny, reduce, modify or eliminate an employee’s mobile working assignment based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of the employee’s mobile working agreement. PCD will address changes to a mobile working agreement with the employee. PCD is not responsible for costs, damages or losses resulting from cessation of participation in a mobile working agreement.

19.3 Mileage Reimbursement.

The Employer shall normally supply a vehicle for business purposes. However, the Employer shall reimburse employees for authorized use of private automobiles for Employer business or in the performance of his/her/their official duties at the rate established by the Internal Revenue Service for actual miles traveled. Reimbursements shall be made in accordance with the following guidelines:

- a. Mileage expenses will be reimbursed under the following conditions:

- i. From a telework worksite to the field, and from the field to a telework worksite; and
- ii. From an official worksite to the field, and from the field to the official worksite.

Employees who have worked and completed their shift for the day, and whom are subsequently required to report for a work activity scheduled beyond their completed work shift, shall be authorized mileage reimbursement for the actual miles traveled to and from his/her/their place of residence and the required work location.

ARTICLE 20: HOLIDAYS

- 20.1 The following days are paid holidays for all eligible employees:

| | |
|-----------------------------------|--|
| New Year's Day | January 1 |
| Martin Luther King Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19, or following Monday if holiday falls on a weekend |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veterans' Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Native American Heritage Day | The Friday following the fourth Thursday in November |
| Christmas Day | December 25 |

- 20.2 Personal Holiday.

In addition to the above listed holidays, each employee who has been continuously employed by PCD for at least one (1) year, shall receive two (2) paid personal holidays per calendar year. The employee shall schedule these personal holidays with the permission of the Executive Director or designee. The personal holidays, if not used, shall not “roll over” into the next calendar year and may not be “cashed out” by the employee. These personal holidays may be used at used at the employee's choice for illness within the employee's immediate family as defined in the Sick Leave Article.

20.3 Compensation for Holidays Worked.

Regular full-time employees who are required to work on a holiday identified in Section 20.1 above shall be compensated at the rate of two (2) times their regular rate of pay for all hours worked on the holiday.

ARTICLE 21: LEAVES OF ABSENCE

21.1 SICK LEAVE

A. Sick Leave Accrual: Regular full-time employees will accrue (8) hours of sick leave per month, and regular part-time employees will accrue 4 hours of sick leave for each 87 hours worked in a calendar month, under the following conditions:

1. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.
2. Sick leave credit will not accrue for employees during leave without pay which exceeds ten (10) working days in any calendar month.
3. Employees are eligible to use sick leave upon accrual. Employees may use accrued sick leave for any reason permitted under applicable law.
4. The total amount of sick leave that can be accrued at any time is 640 hours.

B. Sick Leave Use

Sick leave may be used for any purpose permitted under Washington State or federal law. Employees are eligible to sick leave upon accrual.

C. Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave Purposes

PCD will allow an employee who has used all of their sick leave to use accrued compensatory time, vacation leave, or a personal holiday for sick leave purposes.

D. Restoration of Vacation Leave.

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored.

E. Sick Leave Reporting and Verification.

1. An employee must promptly notify their supervisor on their first day of sick leave and each day after unless there is mutual agreement to do otherwise.
2. An employee returning to work after any sick leave absence of more than 3 consecutive work shifts may be required to provide written certification from their health care provider verifying the need for sick leave use and/or that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.
3. District-required verification may not result in an unreasonable burden or expense on the employee. If the employee believes the verification would create an unreasonable burden, he/she/they will discuss the matter with the Executive Director or their designee to develop a reasonable alternative.

F. Retirement.

An employee who retires from PCD shall receive 25% of the cash value of their accrued, but unused, sick leave upon retirement.

21.2 ANNUAL LEAVE

A. Accrual.

1. Regular employees begin accruing annual leave immediately upon commencement of employment and are eligible to use annual leave upon accrual. Employees shall accrue vacation leave each year of employment as follows:

| | |
|------------------------------------|--------------------|
| 0-3 years of continuous service: | 10 hours per month |
| 4-7 years of continuous service: | 12 hours per month |
| 8-11 years of continuous service: | 14 hours per month |
| 12-14 years of continuous service: | 15 hours per month |
| 15-19 years of continuous service: | 16 hours per month |
| 20+ years of continuous service: | 18 hours per month |

2. Regular part-time employees working less than full-time will accrue annual leave on the same proportional basis that their appointment bears to a full-time appointment.

B. Accrual maximum.

1. The maximum allowable accrual balance for the sum total of annual leave and compensatory time shall be two hundred forty (240) hours on December 31st of each year.

C. Annual Leave Scheduling.

1. All annual leave is to be approved by the employee's Program Director, in advance. Leave requests may be denied or alternative times for leave specified when it is in the best interests of PCD to do so, such as low levels of staffing, impending work deadlines, and emergencies. Annual leave will be approved or denied as soon as possible. If the leave is denied a reason will be provided in writing.

D. Use of Annual Leave for Sick Leave Purposes.

1. PCD will allow an employee who has used all of their sick leave to use annual leave for sick leave purposes.

E. Separation.

1. Any employee who has been employed for at least six (6) continuous months will be entitled to payment for all accrued annual leave:
 - a. Resign,
 - b. Retire,
 - c. Are laid-off

In addition, a designated beneficiary, or the estate of a deceased employee if there is no beneficiary, will be entitled to payment for the value of the employee's accrued annual leave if the reason for the employee's separation of employment is death.

21.3 MISCELLANEOUS LEAVE

A. Compensable Work-Related Injury or Illness Leave

1. An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or accrued leave payments in addition to time-loss compensation in order to receive their regular wages. Provided, however, in no event shall the employee receive more in wages and time loss than they would have received if they were actively working.

B. Bereavement Leave.

1. Up to five (5) days of paid bereavement leave will be granted for the death of any family member, household member, or significant other that requires the employee's absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, significant other/domestic partner's mother, significant other/domestic partner's father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee or a child for whom the employee provided care as a foster parent or guardian.
2. In addition, PCD may approve an employee's request to use sick leave, compensatory time, annual leave, personal holiday, leave without pay, or personal leave for bereavement-related reasons including travel and making necessary family or funeral arrangements.

C. Jury Duty Leave.

1. Any employee required to report for jury duty shall receive their regular pay and benefits during that time from PCD. Employees shall tender the compensation they receive from the court for jury duty to PCD.
2. In order to allow PCD to schedule for the employee's absence, the employee shall request leave for jury duty in advance. The employee will inform PCD when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. Employees shall report back to work on any day they are excused from jury duty within their regular working hours.

D. Leave without Pay.

PCD, in its discretion, may choose to grant an employee a leave of absence without pay for circumstances that are not covered by any other type of leave. Because of PCD's small size, leave without pay, if granted, will generally be for a limited duration.

21.4 Voluntary Leave Transfer Program.

- A. PCD will allow employees to come to the aid of another PCD employee by donating accrued leave, pursuant to the requirements described in the Personnel Policy Manual. Shared leave one employee donated to another employee and not used shall be returned to the donating employee(s) on a prorated basis (to the extent possible) after there are no other qualifying conditions determined to be required.

21.5 Washington State Paid Family Medical Leave.

The Employer will continue to contribute 100% of the employee premiums for the Washington State Paid Family and Medical Leave Program.

ARTICLE 22: HEALTHCARE AND WELLNESS

- 22.1 PCD will pay the full premiums for medical, dental, and vision insurance for the employee and his/her/their children dependents. Employees may add their spouse to the foregoing insurance coverage at their own expense (through a payroll deduction). PCD shall have the right to select the specific insurance coverage and carrier, and may change the same from time to time as it determines appropriate in its discretion.
- 22.2 PCD shall provide notice to the Union when materially changing health insurance benefits. Provided, however, the parties recognize that some healthcare benefits and terms of coverage are controlled by agencies and organizations external to PCD (such as, for example, the Public Employees Benefits Board, the Washington State Healthcare Authority, and individual providers of healthcare insurance benefits). Thus, some changes to PCD's health insurance benefits may be outside PCD's control.

ARTICLE 23: HEALTH AND SAFETY

- 23.1 PCD, the Union, and each employee have a significant responsibility for workplace safety and health. All parties shall comply with lawful safety and health standards. The Union will work cooperatively with PCD on safety and health related matters and encourage employees to work in a safe manner.
- 23.2 PCD and the employees will work together to contribute to a healthy workplace. This includes refraining from knowingly exposing others to conditions that would jeopardize their health. PCD may require employees to use their accrued leave in accordance with the leave provisions of this Agreement when an employee has a contagious health condition (or to take unpaid leave if they have no accrued leave).
- 23.3 Employees shall also take an active role in creating a safe and healthy workplace by immediately reporting health and safety issues to their supervisor. PCD will address reported unsafe working conditions to the extent necessary and appropriate.
- 23.4 Safety Equipment and Devices. PCD will determine and provide any safety devices and personal protective equipment required by applicable law. PCD will provide employees with safety training as applicable and necessary to perform their assigned job duties. If necessary, PCD will provide employees with the training regarding the safe operation of work-related equipment prior to use.

23.5 Infectious Disease and Public Health Emergencies. The parties recognize the importance of maintaining, to the extent feasible, safe facilities and operations. The parties also recognize the practical challenges PCD, like all employers, faced in coping with the COVID-19 pandemic. PCD will continue to do its best to make appropriate choices for its work environment, taking into the evolving scientific data as best it can. PCD will do its best to continue to provide a healthy and safe work environment in full compliance with all applicable law.

ARTICLE 24 : RETIREMENT

24.1 PCD will offer a 457(b) retirement plan benefit. PCD shall contribute 6.2% of the employee's annual base salary to this plan. Employees will be allowed to contribute up to the statutory annual maximum. Employees shall contribute at least 1.3% of their annual base salary to this plan.

ARTICLE 25: ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement and any past practice or agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this Agreement.

25.2 This agreement supersedes specific provisions of PCD policies with which it conflicts.

25.3 During the negotiations for this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under law.

ARTICLE 26: SAVINGS CLAUSE

If any court or administrative agency of competent jurisdiction finds any Article, Section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

ARTICLE 27: AGREEMENT DISTRIBUTION

PCD will post this Agreement electronically on its website as soon as feasible after full ratification by both parties. An employee may print a copy of the Agreement while at work. The Union shall be responsible for distributing hard copies of the Agreement to its own members.

ARTICLE 28: DURATION

This Agreement is shall take effect on January 1, 2023 or upon full ratification by both parties, whichever is later. This Agreement shall continue in effect until December 31, 2024.

Signed this ____ day of December, 2022 at Puyallup, Washington

PIERCE CONSERVATION DISTRICT

By: _____
Chairperson Board of Supervisors
Printed Name: _____

**THE WASHINGTON STATE
COUNCIL OF COUNTY AND CITY
EMPLOYEES**

By: _____
Its: _____
Printed Name: _____

APPENDIX A: SALARY SCHEDULE

| 2023 Payscale | | COLA: | 5.00% | | | | | | | | | |
|-------------------------------|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--|
| Job Classification | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | |
| Specialist/Admin. Assistant 1 | 1 | \$26,732 | \$27,801 | \$28,913 | \$30,070 | \$31,272 | \$32,523 | \$33,824 | \$35,177 | \$36,584 | \$38,048 | |
| Specialist/Admin. Assistant 2 | 2 | \$29,405 | \$30,581 | \$31,804 | \$33,077 | \$34,400 | \$35,776 | \$37,207 | \$38,695 | \$40,243 | \$41,852 | |
| Specialist/Admin. Assistant 3 | 3 | \$32,345 | \$33,639 | \$34,985 | \$36,384 | \$37,840 | \$39,353 | \$40,927 | \$42,564 | \$44,267 | \$46,038 | |
| Specialist/Admin. Assistant 4 | 4 | \$35,580 | \$37,003 | \$38,483 | \$40,023 | \$41,624 | \$43,288 | \$45,020 | \$46,821 | \$48,694 | \$50,641 | |
| Program Coordinator 1 | 5 | \$39,138 | \$40,703 | \$42,332 | \$44,025 | \$45,786 | \$47,617 | \$49,522 | \$51,503 | \$53,563 | \$55,706 | |
| Program Coordinator 2 | 6 | \$43,052 | \$44,774 | \$46,565 | \$48,427 | \$50,364 | \$52,379 | \$54,474 | \$56,653 | \$58,919 | \$61,276 | |
| Program Coordinator 3 | 7 | \$47,357 | \$49,251 | \$51,221 | \$53,270 | \$55,401 | \$57,617 | \$59,922 | \$62,318 | \$64,811 | \$67,404 | |
| Program Manager 1 | 8 | \$52,093 | \$54,176 | \$56,343 | \$58,597 | \$60,941 | \$63,379 | \$65,914 | \$68,550 | \$71,292 | \$74,144 | |
| Program Manager 2 | 9 | \$57,302 | \$59,594 | \$61,978 | \$64,457 | \$67,035 | \$69,716 | \$72,505 | \$75,405 | \$78,422 | \$81,558 | |
| Program Manager 3 | 10 | \$63,032 | \$65,553 | \$68,175 | \$70,902 | \$73,739 | \$76,688 | \$79,756 | \$82,946 | \$86,264 | \$89,714 | |
| Senior Program Manager | 11 | \$69,335 | \$72,109 | \$74,993 | \$77,993 | \$81,112 | \$84,357 | \$87,731 | \$91,240 | \$94,890 | \$98,686 | |

| 2024 Payscale | | COLA: | 3.30% | | | | | | | | | |
|-------------------------------|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|--|
| Job Classification | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | |
| Specialist/Admin. Assistant 1 | 1 | \$27,614 | \$28,718 | \$29,867 | \$31,062 | \$32,304 | \$33,597 | \$34,940 | \$36,338 | \$37,792 | \$39,303 | |
| Specialist/Admin. Assistant 2 | 2 | \$30,375 | \$31,590 | \$32,854 | \$34,168 | \$35,535 | \$36,956 | \$38,434 | \$39,972 | \$41,571 | \$43,233 | |
| Specialist/Admin. Assistant 3 | 3 | \$33,413 | \$34,749 | \$36,139 | \$37,585 | \$39,088 | \$40,652 | \$42,278 | \$43,969 | \$45,728 | \$47,557 | |
| Specialist/Admin. Assistant 4 | 4 | \$36,754 | \$38,224 | \$39,753 | \$41,343 | \$42,997 | \$44,717 | \$46,506 | \$48,366 | \$50,301 | \$52,313 | |
| Program Coordinator 1 | 5 | \$40,429 | \$42,047 | \$43,729 | \$45,478 | \$47,297 | \$49,189 | \$51,156 | \$53,202 | \$55,331 | \$57,544 | |
| Program Coordinator 2 | 6 | \$44,472 | \$46,251 | \$48,101 | \$50,025 | \$52,026 | \$54,108 | \$56,272 | \$58,523 | \$60,864 | \$63,298 | |
| Program Coordinator 3 | 7 | \$48,920 | \$50,876 | \$52,912 | \$55,028 | \$57,229 | \$59,518 | \$61,899 | \$64,375 | \$66,950 | \$69,628 | |
| Program Manager 1 | 8 | \$53,812 | \$55,964 | \$58,203 | \$60,531 | \$62,952 | \$65,470 | \$68,089 | \$70,812 | \$73,645 | \$76,591 | |
| Program Manager 2 | 9 | \$59,193 | \$61,561 | \$64,023 | \$66,584 | \$69,247 | \$72,017 | \$74,898 | \$77,894 | \$81,009 | \$84,250 | |
| Program Manager 3 | 10 | \$65,112 | \$67,717 | \$70,425 | \$73,242 | \$76,172 | \$79,219 | \$82,388 | \$85,683 | \$89,110 | \$92,675 | |
| Senior Program Manager | 11 | \$71,623 | \$74,488 | \$77,468 | \$80,566 | \$83,789 | \$87,141 | \$90,626 | \$94,251 | \$98,021 | \$101,942 | |

ARTICLE 27: AGREEMENT DISTRIBUTION

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ARTICLE 28: DURATION

This Agreement is shall take effect on January 1, 2023 or upon full ratification by both parties, whichever is later. This Agreement shall continue in effect until December 31, 2024.

Signed this 22 day of December, 2022 at Puyallup, Washington

PIERCE CONSERVATION DISTRICT

THE WASHINGTON STATE
COUNCIL OF COUNTY AND CITY
EMPLOYEES

By: Jeanette R
Chairperson Board of Supervisors
Printed Name: Jeanette Dorner

By: Teri Cole
Its: staff/Class representative
Printed Name: Teri Cole

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Adopted at a Special board meeting of the District Board of Supervisors on December 22, 2022.

Board member signature

C. Havercamp
Board member signature

Board member signature

Board member signature

30 Dec
Date signed

460

14/6/23
Date signed

1/4/2023
Date signed

1/5/2023
Date signed