

**MEMORANDUM OF UNDERTSANDING
BY AND BETWEEN
PIERCE COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL NO. 17,
ENGINEERING UNIT AND ENGINEERING SUPERVISORS' UNIT**

Compensatory Time: Pilot Program

The parties to this agreement are Pierce County, hereafter the County, and the Professional and Technical Employees Local 17, Engineering Unit and Engineering Supervisors' Unit, hereafter the Union, collectively referred to as the Parties.

The Parties agree to modify the following language of the Parties' 2024-2025 Collective Bargaining Agreement:

5.2 Overtime is work performed beyond the normal eight (8) hour workday of an employee as authorized by the appropriate department director or designee, or work beyond the employee's regular scheduled work shift if the regular shift is more than eight hours. Employees who work a shift that is split between two (2) work days (i.e. 10pm – 6am) will receive overtime for consecutive hours worked in such shift, if such combined hours would otherwise qualify for overtime pursuant to this section. Payment for authorized overtime hours worked shall be at the rate of time and one-half the base hourly rate of pay. For hours worked on the sixth and seventh consecutive day of an employee's workweek, such hours will be paid for at time and one-half the base hourly rate of pay. Payment for authorized overtime hours worked shall be paid or compensatory time, at the employee's option as authorized at the time earned. Compensatory time accumulated shall not exceed ten (10) working days at any time. When compensatory time has been authorized and accrued, it may be used in accordance with the same policies and procedures as vacation accruals, provided that the County may require, at its discretion, an employee to use their compensatory time accruals prior to the use of vacation accruals. There shall be no pyramiding of overtime pay.

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 standard hours are not met, approved paid time off must be used to supplement the standard hours, or
2. Approved paid time off may be used to cover their standard work hours.

An employee who is authorized to work on a Sunday will be compensated at two (2) times the employee's base hourly rate of pay.

The Parties agree that this Memorandum of Understanding (MOU) is non-precedent setting, should not be construed as a waiver of either of the Parties' rights, and shall not limit, restrict, prevent, or require the County or the Union to agree to similar concessions in the future. This MOU is effective upon full execution by the Parties and expires December 30, 2025, unless mutually agreed otherwise.

PROTEC LOCAL NO. 17

By: DocuSigned by:
Brent Wagar 7/26/2024
1DB049DB4B6C47...
BRENT WAGAR Date
Union Representative

PIERCE COUNTY:

By: DocuSigned by:
Bruce Dammeier 7/30/2024
1BD2210828D6495...
BRUCE DAMMEIER Date
County Executive

By: DocuSigned by:
Melissa Arnold 7/26/2024
DDFADE4C2EBA42B...
MELISSA P. ARNOLD Date
Assistant Director of Human Resources