



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**KITSAP COUNTY**

**AND**

**OPERATING ENGINEERS, LOCAL 302**

**TEAMSTERS, LOCAL 589**

**IAM & AW, DISTRICT 160, LOCAL 282**

**LABORERS UNION, LOCAL 252**

**KC-250-09**

**August 10, 2009 through December 31, 2009**

**COLLECTIVE BARGAINING AGREEMENT  
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**COLLECTIVE BARGAINING AGREEMENT  
KC-250-09**

This Agreement sets forth the entire agreement by and among the **COUNTY OF KITSAP, WASHINGTON**, hereinafter referred to as the "Employer" and **OPERATING ENGINEERS LOCAL 302, TEAMSTERS LOCAL 589, IAM & AW, DISTRICT 160 LOCAL 282, LABORERS UNION LOCAL 252**, hereinafter referred to as the "Council."

**Article 1 - RECOGNITION**

The Employer recognizes the following Unions as the exclusive bargaining representative for employees working in classifications in the Road Fund and the ER&R Fund covered by their respective bargaining unit for which the Unions (hereinafter referred to as the COUNCIL) collectively bargain with the Employer:

<u>Union</u>	<u>Appendix</u>
a. Operating Engineers Local 302	B
b. Teamsters Local 589	B
c. IAM & AW, District 160 Local 282	C
d. Laborers Union Local 252	C

**Article 2 - UNION SECURITY**

- 2.1. All employees recognized in Article 1 who are members of the Union in good standing or service fee payers on the effective date of this Agreement, shall remain members in good standing or service fee payers during the terms of this Agreement and those who are not members or service fee payers on the effective date of this Agreement shall on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union or service fee payers. It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union or service fee payers as required. Provided that, if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid such public employee to be a member of a labor union such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization as provided for in Chapter 41.56 RCW. The Employer shall furnish written proof to the Union that such payment has been made.
- 2.2. The Employer shall notify the Union monthly of any new employee coming under the terms of this Agreement.
- 2.3. The Union agrees that membership in the Union will not be denied or terminated for any reason other than failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

- 2.4. The Union agrees that the Employer shall not terminate the employment of any employee under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues, service fees, or provide proof of an alternative payment based on religious tenets as provided herein above.
- 2.5. The Union shall provide thirty (30) days written notice to the employee, with copy to Employer, that unless restitution for any dues or fees overdue are made to the Union, discharge action will be taken. Should the employee make such restitution, the discharge request shall be withdrawn by the Union.
- 2.6. Upon written authorization of the employee, the Employer shall deduct monthly dues, service fees or assessments as set forth above from the salary of such employee and shall transmit such amount to the Union.
- 2.7. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith

### **Article 3 - UNION/EMPLOYER RELATIONS**

- 3.1. All collective bargaining regarding wages, hours and working conditions of employment shall be conducted by authorized representatives of the Unions and the Employer. The Council and County agree that if any new classifications are established, which are appropriate to this bargaining unit, both parties will meet to negotiate the wages, hours and working conditions. Any agreements on new classifications shall become effective only when signed by both the County and the Council.
- 3.2. Supervisors will not do bargaining unit work except in cases of emergency.
- 3.3. An employee in the Bargaining Unit (Shop Steward and/or a member of the negotiating committee) may be granted reasonable time-off (on County time) while engaged in official Council/Employer business involving contractual matters, such as attending a grievance meeting, labor-management meeting, or negotiations provided:
  - 3.3.1. They notify the Public Works Director or designee, at least twenty-four (24) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement.
  - 3.3.2. The Employer is able to properly staff the employee's job duties during the time-off period.
  - 3.3.3. Employees in the bargaining unit shall not transact union business while working on shift, except that employees may conduct occasional and limited Union discussions which do not in any way interfere with the operation or normal routine of the department.

## Article 4 - DEFINITIONS

As used herein, the following terms shall be defined as follows:

- 4.1. Bargaining Unit:
  - 4.1.1. Included: All employees working in classifications in the Road Fund and ER&R Fund as defined in Article 1 hereof.
  - 4.1.2. Excluded: Supervisors, confidential employees, clerical employees, technical employees and all other employees of the Employer.
- 4.2. Employee. A full-time, part-time, or temporary employee in the bargaining unit (as defined in Article 1.
- 4.3. Employer. Shall mean County of Kitsap, Washington.
- 4.4. Full-time Employee. An employee who is hired to work a yearly pre-determined schedule of at least forty (40) hours per week.
- 4.5. Grievance. Shall be defined as a dispute or disagreement arising between the employee/Union and the Employer with regards to the employee's safety and/or the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in Article 7.
- 4.6. Overtime. Shall mean all work performed in excess of eight (8) compensable hours in any one day, or forty (40) compensable hours in any one work week.
- 4.7. Part-time Employee. An employee who is hired to work a yearly predetermined schedule of less than forty (40) hours per week and more than twenty (20) hours per week.
- 4.8. Probationary Employee. An employee serving a test period of work evaluation as a new employee or a promoted employee prior to regular status as a new or promoted employee. Newly hired probationary employees terminated during or at the conclusion of the test period have no rights of appeal or recourse to the grievance procedure for said termination decision. Promoted employees who are demoted during or at the conclusion of the test period shall have contractual recourse to the grievance procedure.
- 4.9. Probationary Period:
  - 4.9.1. New Hire. The probationary period for a newly hired employee shall be six (6) months. At the option of the Employer, the probationary period of a newly hired probationary employee may be extended, not to exceed three (3) additional months. **Provided**, the extended probationary period shall not affect the employee's eligibility for scheduled increases in rate of pay.

Newly hired probationary employees may be terminated at any time during or at the conclusion of his/her probationary test period.

- 4.9.2. Promoted Employee. The probationary period for a promoted employee shall be three (3) months; **Provided**, at the option of the Employer, the probationary period may be extended, not to exceed three (3) additional months. Promoted employees may be deemed to have failed the probationary status at any time during or at the conclusion of the test period. In the event the employee fails probation in the promotional position, the employee shall be restored to his/her position or an equivalent position in the same wage grade.
- 4.10. Promotion. Advancement from one job classification to a higher job classification within the Road and/or ER&R Division of the Department of Public Works.
- 4.11. Regular Employee. An employee who has successfully completed his or her probationary employment period. Regular employees are credited with continuous service from the date of hire.
- 4.12. Seniority. Length of credited service with the Public Works Department by an employee, which includes periods of authorized paid leave, temporary layoffs not to exceed two (2) years, and time between separation and reemployment not exceeding thirty (30) days.
- 4.13. Extra Help Employee. An employee who performs bargaining unit work that is temporary in nature as a result of emergency, peak workloads, or substitution for other employees not exceeding six (6) continuous months. Extra Help employees will be paid the respective wage scale of the classification worked as established pursuant to Article 19 and Appendix A of the Agreement, plus any overtime provided for under Article 24 of the Agreement and any shift differential provided for under Article 23.2. of the Agreement. No additional wages, pay, or benefits established for employees under this Agreement will be due to Extra Help employees except as provided for by statute.
- 4.14. **Union**. Shall mean the following:
- Operating Engineers, Local 302
  - Teamsters, Local 589
  - IAM& AW, District 160, Local 282
  - Laborers, Local 252
- 4.15. Work Month (or full month). A work month (or full month), for employee benefit eligibility purpose, is defined as any calendar month in which a full-time employee is employed for at least fifteen (15) working days and a part-time employee completes sixty-five percent (65%) of his/her regular scheduled hours.

## **Article 5 - NON-DISCRIMINATION**

- 5.1. Neither the Employer, Union, nor any employee shall in any manner whatsoever unlawfully discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, marital status, national origin, age, or sensory, mental or physical disabilities; **Except**, that such factors may be considered in employment decisions where determined to be a bona fide occupational

qualification under the guidelines promulgated by the Federal Equal Employment Opportunity Commission. Any action that would not constitute discrimination under application statutes, regulations, or case precedent shall not constitute a violation of this contract provision.

- 5.2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the required sex of any employee or job applicant.
- 5.3. No employee shall be discharged or discriminated against for upholding lawful Union activities, fulfilling duties as an officer in the Union or serving on a Union committee or member thereof.

## **Article 6 - MANAGEMENT RIGHTS**

- 6.1. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement. The Employer retains all prerogatives, functions, and rights not specifically granted by law and those set forth in this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.
- 6.2. Each new or amended written policy changing the terms and conditions of employment will be presented to each Union for review and comment at least 30 days prior to implementation. **Provided however**, that no policy may be implemented that conflicts with the rights specifically set forth in this Agreement.

## **Article 7 - GRIEVANCE PROCEDURE**

- 7.1. Purpose. The County and Union recognize the importance of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this goal, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances in good faith. There shall be no suspension of work or impediment in the operation of the County during the grievance process.
- 7.2. Definition. A grievance shall be defined as a dispute or disagreement arising between the employee/Union and the Employer with regard to the employee's safety and/or the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in this section.

- 7.3. Union Representation. An aggrieved employee shall have the right to represent himself or to be represented by a Union official as per RCW 41.56.080.
- 7.4. Non-Meritorious Grievances. Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.
- 7.5. Procedure:

**Step 1 - Oral Discussion** - The aggrieved employee, with or without Union representation, shall meet with the Road Superintendent or Assistant Public Works Director, or his/her designee, within fifteen (15) working days of the alleged grievance, or knowledge of alleged grievance, to attempt to resolve the difference at that level. The Road Superintendent or Assistant Public Works Director, or their designee shall attempt to resolve and respond to the grievance within ten (10) working days after it is presented.

**Step 2 - Written Grievance** - If no settlement is reached in Step 1, the aggrieved employee, with or without Union representation, shall reduce to writing a statement of the grievance or complaint, which shall contain the following: (a) the facts upon which the grievance is based; (b) reference to the section or sections of the agreement alleged to have been violated; and (c) the remedy sought. The written grievance shall be filed with the Public Works Director within ten (10) working days following the response of Step 1. The Public Works Director, or his/her designee, shall conduct an investigation and shall notify the aggrieved employee and the Union in writing of the decision and the reasons therefore within ten (10) working days after receipt of the written grievance. In the event the Public Works Director is not available to receive a written grievance, then such grievance shall be filed with his/her secretary. The period during which the Public Works Director, or his/her designee, shall have to investigate and notify the aggrieved employee of the decision shall begin on the first working day after such individual returns.

**Step 3** - If satisfaction is not reached in Step 2, the employee or bargaining representative may present the grievance, in writing, to the Board of County Commissioners within twenty (20) working days following receipt of written decision in Step 2. Upon receipt, the Board of County Commissioners or, at its option, the County Administrator shall conduct the grievance hearing within fifteen (15) working days of receipt of the grievance. The Step 3 decision shall be issued within fifteen (15) working days following the date of the hearing.

**Step 4** - In the event a grievance is not satisfactorily settled in Step 3, the Union may submit the matter to arbitration under the procedures described below. The Union's request for arbitration must be made within twenty (20) working days after receipt of the Step 3 decision.

- a. **Arbitration Selection.** In regard to each case reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10) working days of the submission of the written request for arbitration, they shall jointly request that the Executive Director of the Public Employment Relations Commission (PERC) provide a list of Arbitrators, or by mutual agreement, that the Federal Mediation and Conciliation Service provide a list of arbitrators. The flip of a coin shall decide who strikes first from the list.