

COLLECTIVE BARGAINING AGREEMENT

between

KITSAP COUNTY

and

TEAMSTERS, LOCAL NO. 589

(PUBLIC WORKS – UTILITIES)



KC-390-09

September 28, 2009 through December 31, 2009

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
KITSAP COUNTY AND
TEAMSTERS, LOCAL NO. 589 (PUBLIC WORKS–UTILITIES)**

TABLE OF CONTENT

ARTICLE 1. - RECOGNITION.....	1
ARTICLE 2. - UNION SECURITY	1
ARTICLE 3 - UNION/EMPLOYER RELATIONS.....	2
ARTICLE 4 - DEFINITIONS	2
ARTICLE 5 - NON-DISCRIMINATION	4
ARTICLE 6 - MANAGEMENT RIGHTS.....	5
ARTICLE 7 - UNION OFFICIALS TIME-OFF.....	5
ARTICLE 8- BULLETIN BOARD	5
ARTICLE 9 - GRIEVANCE PROCEDURE.....	5
ARTICLE 10 - JOB VACANCIES.....	8
ARTICLE 11 - PROMOTIONS AND WORK PERFORMED IN HIGHER CLASSIFICATION.....	9
ARTICLE 12 - SENIORITY, LAYOFFS AND RECALL.....	10
ARTICLE 13. - DISCIPLINE AND TERMINATION.....	11
ARTICLE 14- PAY PERIOD.....	15
ARTICLE 15 - PAYROLL DEDUCTION.....	15
ARTICLE 16 - NO-STRIKE CLAUSE.....	16
ARTICLE 17- SAVINGS CLAUSE	19
ARTICLE 18 - ENTIRE AGREEMENT CLAUSE.....	16
ARTICLE 19 - WAGES	17
ARTICLE 20 - SALARY STEPS/EVALUATIONS	17

ARTICLE 21 - LONGEVITY BONUS	19
ARTICLE 22 - SHIFT DIFFERENTIAL PAY.....	20
ARTICLE 23 - STANDBY PAY.....	20
ARTICLE 24 - CALL BACK	21
ARTICLE 25 - PROMOTIONS	21
ARTICLE 26 - COMPENSATION FOR TRAVEL & TRAINING	22
ARTICLE 27 - HOURS OF WORK.....	23
ARTICLE 28 - OVERTIME	25
ARTICLE 29 - INSURANCE.....	25
ARTICLE 30 - PROTECTIVE CLOTHING	26
ARTICLE 31 - HOLIDAYS.....	27
ARTICLE 32 - ANNUAL LEAVE	27
ARTICLE 33 - SICK LEAVE.....	30
ARTICLE 34 - BEREAVEMENT LEAVE.....	31
ARTICLE 35 - CIVIL LEAVE.....	32
ARTICLE 36 - MILITARY LEAVE	32
ARTICLE 37 - LEAVE OF ABSENCE WITHOUT PAY	32
ARTICLE 38 - ABSENCE WITHOUT AUTHORIZED LEAVE.....	33
ARTICLE 39 - FURTHER NEGOTIATIONS.....	33
ARTICLE 40 - COLLABORATIVE BARGAINING.....	33
ARTICLE 41 - WORKPLACE VIOLENCE	33
APPENDIX A – BARGAINING UNIT POSITIONS	35
APPENDIX B – SALARY/CLASS SCHEDULE.....	36
APPENDIX C - ATTENDANCE, PUNCTUALITY AND ABSENTEEISM POLICY.....	40

COLLECTIVE BARGAINING AGREEMENT

This Agreement sets forth the entire Agreement by and between the **COUNTY OF KITSAP, WASHINGTON**, hereinafter referred to as the "Employer" and **TEAMSTERS LOCAL 589**, hereinafter referred to as the "Union."

ARTICLE 1. - RECOGNITION

The Employer recognizes the Union is the exclusive bargaining representative for the regular full time and regular part-time employees as set forth in Appendix A.

ARTICLE 2. - UNION SECURITY

- 2.1. All employees recognized in Article I, who are members of the Union in good standing 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. 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. **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 labor union such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union as set forth 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 an employee, the Employer shall deduct monthly dues, fees and assessments from the employee's salary 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 effort to comply with this Section.
- 2.8. The employee shall be allowed to withdraw from automatic payroll deduction of union dues with thirty (30) days notice in writing to the Personnel Department and the Union.

ARTICLE 3 - UNION/EMPLOYER RELATIONS

All collective bargaining regarding wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and the Employer. The Union and Employer agree that if any new classifications are established within the Public Works Department, Utilities Division, 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 Employer and the Union.

ARTICLE 4 - DEFINITIONS

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

4.1. Bargaining Unit:

4.1.1 Included: All regular full-time and regular part-time employees within Surface and Stormwater Management, Solid Waste and Wastewater Operations of the Utilities Division of the Public Works Department of Kitsap County who are employed within the classifications set forth in Appendix A.

4.1.2 Excluded: Supervisors, confidential employees, clerical employees, technical employees and all other employees of the Employer.

4.2. Continuous Service: The length of service by an employee which includes periods of authorized paid leaves. An employee who terminates and is re-employed within thirty (30) days, or who is laid off and re-employed or recalled within one (1) year from the date of layoff, shall have his/her continuous service

date adjusted by the time between termination and re-employment. Eligibility for benefits based on length of service, such as longevity pay, shall be computed on the basis of continuous service.

- 4.3 Employee: A regular full-time and regular part-time employee in the bargaining unit (as defined in Article 1) covered by this Agreement who has successfully completed their probationary period.
- 4.4. Employer: Shall mean County of Kitsap, Washington.
- 4.5. Full-time Employee: An employee who is hired to work a yearly pre-determined schedule of at least forty (40) hours per week.
- 4.6. 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 Article 9.
- 4.7. 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.
- 4.8. Part-time Employee: An employee who is hired to work a yearly predetermined schedule of less than 40 hours per week and more than 20 hours per week.
- 4.9. 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 and promoted probationary employees demoted during or at the conclusion of the test period, have no rights of appeal or recourse to the grievance procedure, for said termination or demotion decision.
- 4.10. Probationary Period:
- 4.10.1 New Hire. The probationary period for a newly hired employee shall be six (6) months. Newly hired probationary employees may be terminated at any time during or at the conclusion of the six (6) month test period. At the option of the Employer, the probationary period may be extended not to exceed three (3) additional months.
- 4.10.2 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 at the step previously held.

- 4.11. Promotion: Advancement from one job classification to a higher job classification within the division of current employment.
- 4.12. 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.
- 4.13. 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 one year, and time between separation and reemployment not exceeding thirty (30) days.
- 4.14. Union: Shall mean Teamsters, Local 589.
- 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 fourteen (14) working days and a part-time employee completes sixty-five percent (65%) of his/her regular scheduled hours.
- 4.16. Work Week: A work week shall consist of forty (40) hours, which shall consist of five (5) eight (8) hour days in a seven (7) day period beginning on Monday at 12:01 am and ending at midnight 12:00 on Sunday; **Provided**, the work week as defined does not constitute guaranteed hours of work by the Employer.

ARTICLE 5 - NON-DISCRIMINATION

- 5.1. Neither the Employer, Union, nor any employee shall in any manner whatsoever 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.
- 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

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 and Personnel Manual. The Employer retains all prerogatives, functions, and rights not specifically limited by the terms of 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.

ARTICLE 7 - UNION OFFICIALS TIME-OFF

7.1. An employee in the Bargaining Unit (Shop Steward and/or a member of the negotiating committee) may be granted time-off (on County time) while engaged in local union business pertaining to the Employer's operations or to engage in negotiations provided:

- 7.1.1 They notify the Public Works Director or designee, in writing at least forty-eight (48) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement;
- 7.1.2 The Employer is able to properly staff the employee's job duties during the time-off period;
- 7.1.3 Employees in the bargaining unit shall not transact union business while working on shift, which in any way interferes with the operation or normal routine of any department.

ARTICLE 8- BULLETIN BOARD

The Employer shall provide suitable bulletin board space at the Central Kitsap Waste Water Treatment Plant and Public Works Annex for the posting of notices relating to union business.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1. Purpose: The Employer 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.

- 9.2. 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 to 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.
- 9.3. Union Representation: Throughout the grievance procedure, an aggrieved employee shall have the right to represent himself or to be represented by a Union official.
- 9.4. Procedure:

Step 1 - Oral Discussion - The aggrieved employee, with or without Union representation, shall meet with the Affected Senior Program Manager within fifteen (15) working days of the alleged grievance, or knowledge of alleged grievance, to attempt to resolve the difference at that level. The Affected Division Manager shall attempt to resolve 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 twenty (20) working days following the meeting in 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. If the grievance is filed with the Public Works Director's secretary, then 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 Union representative may present the grievance in writing to the Board of County Commissioners within twenty (20) working days following receipt of Step 2 written decision. Upon receipt, the Board of County Commissioners or, at its option, the County Administrator, shall conduct the grievance hearing. The hearing shall be held within fifteen (15) working days of receipt of the grievance.

