



**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-281-19**

**January 1, 2019 through December 31, 2020**

**COLLECTIVE BARGAINING AGREEMENT  
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**COLLECTIVE BARGAINING AGREEMENT  
KC-281-19**

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:

**Union**

**APPENDIX**

Operating Engineers Local 302	B
Teamsters Local 589	B
IAM & AW, District 160, Local 282	B
Laborers Union Local 252	B

**ARTICLE 2 – UNION MEMBERSHIP**

- A. **Notification of New Hires.** The Employer agrees to notify the Union within ten (10) working days when new employees are hired. New employees may meet with their Union representative for thirty (30) minutes on paid time during their first ninety (90) days of employment.
- B. **Dues Deduction Procedure.** The Employer shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer shall provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders and judgments brought against the Employer as a result of any payroll deduction made on the Union’s behalf. The authorizing employee’s dues deduction authorization shall remain in full force and effect until the month following a written notice revoking the same is executed by the employee and delivered to the Employer with a copy to the Union. The Union may give the Employer thirty (30) days written notice to discontinue dues check-off.
- C. The parties agree to bargain any changes to state or federal law that impact this article.

### ARTICLE 3 – UNION/EMPLOYER RELATIONS

- A. 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.
1. Ratio of Operating Engineers-represented positions versus Teamsters-represented positions in the classification of Maintenance and Operations Specialist, Maintenance and Operations Coordinator, and Maintenance and Operations Crew Supervisor shall remain as follows:
    - a. The parties agree that there shall be 1 actual Operating Engineer position for each 1 actual Teamster position, plus or minus 3 in either Craft not counting the Traffic Shops; and
    - b. The parties agree that there shall be 1 actual Laborer position for each one-and-a-half Teamsters positions, plus or minus 3 in either Craft not counting the Traffic Shops or Summer Extra Help.
- B. Maintenance & Operations Supervisors will not do Bargaining Unit work except in cases of emergency.
- C. 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**:
1. They notify 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.
  2. The Employer is able to properly staff the employee's job duties during the time-off period.
  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:

- A. Bargaining Unit:
  - 1. Included: All employees working in classifications in the Road fund and ER&R Fund as defined in ARTICLE 1 (Recognition) hereof.
  - 2. Excluded: Maintenance & Operations Supervisors, confidential employees, clerical employees, technical employees and all other employees of the Employer.
- B. Employee: A full-time, part-time, or temporary employee in the Bargaining Unit (as defined in ARTICLE 1, Recognition).
- C. Employer: Shall mean County of Kitsap, Washington.
- D. Full-time Employee: An employee who is hired to work a yearly pre-determined schedule of at least forty (40) hours per week.
- E. 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 (Grievance Procedure).
- F. Overtime: Shall mean all work performed in excess of regularly scheduled hours actually worked in any one day. Sick leave, annual leave, and any other compensable absence are not considered hours worked for the purposes of calculating overtime thresholds, provided however, compensatory time previously earned shall be considered actual hours worked when taken off for the purposes of calculating overtime thresholds.
- G. 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.
- H. 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. A probationary employee is eligible to use accrued annual and sick leave and their floating holiday.

I. Probationary Period:

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.
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.

J. Promotion: Advancement from one job classification to a job classification with a higher pay range.

K. Regular Employee: An employee in a budgeted position, who has successfully completed his/her probationary employment period. Regular employees are credited with continuous service from the date of hire.

L. 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 re-employment not exceeding thirty (30) days.

M. Supervisors: Below are the Supervisor classifications currently in the Council bargaining unit:

- Maintenance and Operations (M&O) Crew Supervisor

Supervisory functions are identified in the applicable position descriptions of these classifications, and they include as key elements of a supervisor's duties conducting performance coaching and evaluations and issuing disciplinary actions (oral, written), as necessary and appropriate for violations of Kitsap County and Departmental policies and directives.



- N. 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 seven (7) continuous months. Extra Help employees will be paid the respective wage scale of the classification worked as established pursuant to ARTICLE 19 (Wages) and APPENDIX A (Salary Schedules) of the Agreement, plus any overtime provided for under ARTICLE 25 (Overtime) of the Agreement and any shift differential provided for under ARTICLE 24.B (shift differential) 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.
- O. Union: Shall mean the following:
- Operating Engineers, Local 302
  - Teamsters, Local 589
  - IAM & AW, District 160, Local 282
  - Laborers, Local 252
- P. Work Group: The group of employees assigned to either Road Maintenance Shops, Traffic Maintenance Shop, Traffic Signal Shop, or Equipment Services Division. With respect to Road Maintenance Shops, work group is defined as all Road Maintenance Shops collectively, rather than each individual Road Maintenance Shop.

## **ARTICLE 5 – NON-DISCRIMINATION**

- A. Neither the Employer, Union, nor any employee shall in any manner whatsoever unlawfully discriminate or retaliate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, sexual orientation, veterans status, marital status, national origin, age, or sensory, mental or physical disabilities; **except**, that such factors may be considered in employment decisions were 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.
- B. 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.
- C. No employee shall be discharged or discriminated or retaliated against on the basis of Union membership, non-membership, or lawful Union activities.



## ARTICLE 6 – MANAGEMENT RIGHTS

- A. 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.
- B. 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 thirty (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

- A. 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.
- B. Time Limits: Any time limits stipulated in this ARTICLE may be extended for stated periods of time by the parties by mutual written Agreement (to include email), and any step or steps of the procedure may be waived by mutual written Agreement (to include email) in an effort to expedite the matter. If an aggrieved employee or the Union fails to advance his/her grievance to the next step in the grievance procedure within the specified time limit and in the specified manner, the grievance shall be considered settled. The Employer's failure to respond within the time limit at any step in the procedure shall permit the aggrieved employee to advance his grievance to the next step of the procedure.
- C. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays.

- D. 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.
- E. Union Representation: An aggrieved employee shall have the right to represent himself or to be represented by a Union official as per RCW Chapter 41.56.080.
- F. 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.
- G. Procedure:

Step 1 – Oral Discussion – The aggrieved employee, with or without Union representation, shall meet with the M&O Manager 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 M&O Manager or Assistant Public Works Director, or their designee shall attempt to resolve and respond to the grievance within fifteen (15) 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 or designee within fifteen (15) 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 fifteen (15) working days after receipt of the written grievance. In the event the Public Works Director or designee 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 represent the grievance, in writing, to the Chair of the Board of County Commissioners within fifteen (15) working days following receipt of written decision in Step 2. Upon receipt, the Chair of the Board of County Commissioners or, at his/her option, the County Administrator shall within fifteen

(15) working days schedule a grievance hearing and within thirty (30) working days hear the grievance. The Step 3 written decision shall be issued within fifteen (15) working days after the grievance 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 fifteen (15) 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. The parties will have ten (10) working days from the submission of the written request for arbitration to attempt to agree to an Arbitrator. If the parties are unable to agree to an Arbitrator within that timeframe, the moving party shall have five (5) working days to request a list of seven (7) names of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The flip of a coin shall decide who strikes first from the list.
- b. Hearing: The Arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representative(s) and witnesses.
- c. Authority of the Arbitrator: The Arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The Arbitrator shall rule only on the basis of information presented in the hearing before him/her and shall refuse to receive any information after the hearing, except when there is a mutual Agreement, and in the presence of both parties. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the Arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The Arbitrator's decision shall be made in writing and, if neither party wishes to submit a post-hearing brief, the decision shall be issued to the parties within thirty (30) days after the arbitration hearing. If either or both parties wish to submit post-hearing briefs, said brief(s) may be submitted to the Arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the

parties or, if they are unable to agree on a date, a date shall be designated by the Arbitrator. In the case briefs are submitted, the Arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.

- d. Cost of Arbitration: Each party shall pay compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic cost. The fee and expenses of the Arbitrator and the costs associated with jointly requested list of names shall be split equally by the parties.

## **ARTICLE 8 – JOB VACANCIES**

- A. When vacancies exist within this bargaining unit, the County's preference is to fill those positions internally, allowing opportunity for professional development and promotion for existing employees.
- B. Job Vacancies: The Employer shall post notice of job vacancies within this Bargaining Unit and other County-wide job vacancies outside this Bargaining Unit on the bulletin board of each Road Shop, Traffic Shop and Signal Shop. Such notice shall be posted a minimum of five (5) working days. A hiring register of qualified candidates will be created for each type of posting. Each interview panel will consist of a minimum of three (3) interviewers of the Director or designee's choosing, with at least one (1) interviewer drawn from the Council bargaining unit and with the option to use interviewers from outside the Road Division when available. All interviewers must have undergone training in employment interviewing. The Public Works Director or designee shall use the "Rule of Three" for all hiring. The Director or designee shall hire one of the three highest ranked applicants on the appropriate hiring register.

A hiring register shall be valid for a minimum of six (6) months, and may be extended for an additional six (6) months at the discretion of the Public Works Director, or his/her designee. If additional vacancies occur for the same classification while hiring registers are still valid, the Director or designee shall exhaust candidates from the original "rule of three" before refreshing the list. All candidates placed on the hiring register will receive written/email notification of their placement on the hiring register.

### **C. Reassignment to Another Road Shop Prior to Posting:**

- 1. Prior to posting a vacancy covered within this CBA for a road shop, the department will notify employees in other road shops of the option to be reassigned to that vacancy. Employees interested in being reassigned, to

the same classification, but to a different road shop, shall submit a request through their supervisor to be reassigned to the vacant position.

2. All reassignment requests will be considered in order of submission, prior to posting the vacancy or filling the vacancy via the transfer list, and the Public Works Director or designee may, at his/her discretion, approve or deny that request. The request will last until withdrawn, granted or denied.
3. If the request is approved and the reassignment will be to a vacant position represented by a bargaining unit other than the employee's current bargaining unit, the employee will have the option to remain represented by his/her current bargaining unit; however, the ratios set forth in Article 3.A.1 (Ratio of Operating Engineers to Teamsters) will be maintained.
4. Any reassignment requests submitted after the vacancy has been posted will be considered after the register is depleted for that posting.
5. This section shall only apply to postings for vacant positions and shall not apply to temporary assignments to another road shop for a time- or project-specific duration.

D. Types of Job Postings:

1. **Outside Posting:** The Public Works Director, or designee, may post a notice of job vacancy to the general public. Applications are accepted from qualified persons who wish to apply.
2. **Departmental Only Posting:** The Public Works Director, or designee, may post a vacancy to employees of their department. Applications are restricted to employees in regular, budgeted positions within the employing department.
3. **County Wide Posting:** The Public Works Director, or designee, may post a vacancy internally to employees of Kitsap County. Applications are restricted to employees in regular, budgeted Kitsap County positions.
4. **Transfer Posting:** The Public Works Director, or designee, may fill a vacancy from the transfer list. The transfer posting is only available to employees in regular, budgeted positions. The transfer posting can only be used for positions on an equal or lower pay grade than the candidate's current pay grade. Transfer posting may not be used for promotional positions. When an employee transfers to a different position with the same pay grade, the employee will maintain their existing compensation. If an employee transfers to a position at a lower pay grade, and there is not corresponding equal pay rate, the employee will be placed on the step

closest to, but not below their current pay rate. If the transfer results in a pay increase, the step increase date will change to anniversary date of the effective date of transfer. The employee will retain their previous step increase date upon transfer if there is no increase in pay. If an employee transfers to a lower pay rate, and is currently making above step 14 of the new pay rate, the employee will be placed at step 14, even if this results in a decrease.

E. Employment Within Public Works Utilities Division Bargaining Unit.

Employees within the COUNCIL Bargaining Unit who are hired into a position represented by the Public Works Utilities Division Bargaining Unit shall:

1. Have a three (3) month probationary period.
2. If not successful in completing probationary period, have a reversion rights to his/her position, or an equivalent position in the same wage grade at the step previously held.
3. Employees shall retain seniority (years of service) for the purposes of annual and sick leave accrual rates and longevity bonus. The County retains the right to fill the position upon notification that an employee within the COUNCIL Bargaining Unit has accepted a position with the "Utilities Division" Bargaining Unit. The County will implement a subsequent layoff or demotion of the replacement employee if the employee who has taken a position within the "Utilities Division" Bargaining Unit fails his/her probation and selects his/her reversion rights.

## ARTICLE 9 – WORK PERFORMED IN HIGHER CLASSIFICATION

A. An employee assigned with mutual agreement in writing to perform the duties in classification level Maintenance and Operations Crew Supervisor or Lead Mechanic or above for five (5) consecutive work days (or more) shall be paid for all compensated hours in the higher classification, at the step on the pay scale of the higher classification that is closest to providing at least a five percent (5%) increase, or the minimum step of the salary range for the approved classification, whichever is greater; **provided:**

1. That the referenced five days, and time in excess of five days, shall relate to consecutive work days for each separate and specific incident or job project;
2. Employee(s) must be determined qualified by the Public Works Director, or designee;



3. The Employee(s) working out of class is performing all duties required of the position during the period he/she is assigned to perform work in the higher classification;
4. Employees receiving out-of-class wages for an overtime exempt level position will be treated as exempt from overtime for all hours worked in the exempt level position;
5. Employees in a represented position assigned to work out-of-class in a non-represented or other bargaining unit position will still be considered part of their regular represented bargaining unit and will be eligible to continue to pay union dues for their regular represented position; and
6. Employees may be assigned to work out of class in a bargaining unit other than their regular represented bargaining unit.
7. Should the Employer determine that it is necessary to continue working an employee out-of-class for a period in excess of ninety (90) days, the Employer will notify the Union of that necessity, and offer to meet and discuss the circumstances requiring the extension and the impacts to the Union and/or employee related to the extension of the working out-of-class time period.

## **ARTICLE 10 – DISCIPLINE AND TERMINATION**

- A. Causes for Disciplinary Action. Employees shall only be disciplined or terminated for just cause. Just cause is a fair and honest reason supported by substantial evidence and reasonably believed by the Employer to be true. The following is a non-exclusive list provided for examples of “just cause” for disciplinary action.
  1. Incompetency and/or Neglect of Duty.
  2. Conduct Unbecoming a County Employee. The use of indecent, obscene, or otherwise coarse or offensive language, including, but not limited to, racist or sexist slurs directed toward the public, the Employer, or other County employees. The County shall have the burden to prove there is a nexus to County employment.
  3. Unauthorized use of County property or equipment, deliberately destroying, damaging or defacing County property, misappropriation of County property, funds, or service.
  4. Making, accepting or soliciting a bribe in the course of County business.



5. Violation of County Drug-Free Workplace Policy.
6. Violation of Written or Posted Work Rules.
7. The Conviction of a Crime.
  - a. The conviction of a felony, the offense of which is directly related to the responsibilities of the position held or so disruptive to the work relationship between the County and employee or the employee and their co-workers that the County feels compelled to discharge the employee rather than tolerate the disruptions and inefficiencies that continued employment may cause. Examples of such conduct are: theft, child molesting, sex crimes, and others.
  - b. The commission of a misdemeanor or felony during the performance of County business.
  - c. The conviction of a misdemeanor, the offense of which is directly related to the responsibilities of the position held.
8. Insubordination. The refusal to perform assigned work, unless such performance would constitute a safety hazard or illegal act.
9. Absences without authorization, chronic tardiness or excessive absenteeism.
10. Discrimination and/or Harassment as set forth in Kitsap County Resolution No. 145-2001.
11. Assault. Exercising the unreasonable physical force against any person during the performance of County business.

B. Disciplinary Procedure:

1. Administrative Leave With Pay. When termination, demotion, or suspension without pay is considered possible, the Public Works Director, or his/her designee, may place the employee on Administrative Leave With Pay, when it becomes necessary to investigate a situation pending the results of a pre-disciplinary hearing.
2. Hearing Required. The Public Works Director, or his/her designee, shall provide and arrange for a pre-disciplinary hearing prior to the imposition of a disciplinary action, except oral warnings and written reprimands.

3. Notice. Notice of the hearing described above shall be initiated by the Public Works Director, or his/her designee, by providing the employee with a written notice. The notice shall inform the employee of:
  - a. The reasons for the disciplinary action, including any specific policies and procedures which have been violated.
  - b. A summary of the previous incidents or disciplinary actions, if applicable.
  - c. That a hearing shall be scheduled to discuss the action within ten (10) working days of receipt of the notice unless extended by mutual Agreement of the Employing Official and the Employee.
  - d. That the employee shall be given an opportunity to respond orally or in writing at the pre-disciplinary hearing.
  - e. That the employee may have union representation at the pre-disciplinary hearing.
4. Pre-Disciplinary Hearing. The hearing shall be informal. The purpose of the hearing shall be to allow the employee to present information which would assist the Employing Official in reaching a final determination.
5. Final Disciplinary Action. As a result of the pre-disciplinary hearing, the Public Works Director, or his/her designee, shall issue a determination within thirty (30) working days of the date of the hearing. No warning letter, suspension or discharge will be valid unless given within fifty (50) working days from date of alleged infraction or incident, or knowledge by the Employer of an alleged infraction or incident. The determination shall be in writing and shall state:
  - a. The form of the discipline imposed;
  - b. The effective date and duration of the discipline imposed; and
  - c. The required correction action by the employee, if applicable.
6. Placement in Personnel File. The employee shall acknowledge receipt of the disciplinary action by signature on the final notice of the disciplinary action. Upon signature for receipt only, such disciplinary action notice shall be forwarded to the Human Resources Department for placement in the official Personnel file. If the employee refuses to acknowledge receipt of the final disciplinary action notice, the Public Works Director, or his/her designee, may note such refusal on the notice prior to forwarding to Human Resources for filing.

- C. **Forms of Disciplinary Action.** The following is a list of disciplinary actions in order of increasing severity. It is not intended to be an all-inclusive list, nor is there any intent that discipline necessarily starts at the lowest level and be sequential. The level and sequence of discipline should be commensurate with the problem.
1. Oral Warning. Inappropriate conduct or performance may initially be brought to the attention of the employee by oral admonition or reprimand. The employee must be advised that the particular communication is an oral warning under these rules. The Employing Official is to take reasonable precaution not to embarrass the employee before other employees or the public. The Employing Official is encouraged to keep a record of the date and subject of oral warnings. An oral warning is not subject to the notice and hearing requirements set forth above nor the grievance procedure.
  2. Written Reprimand. When inappropriate conduct or performance is continual, or when, in the judgment of the supervisor, the severity of such conduct or performance warrants it, a written reprimand may be issued to an employee. A written reprimand is not subject to the notice and hearing requirements set forth above. A written reprimand shall be subject to the grievance procedure.
  3. Suspension Without Pay. The Public Works Director, or his/her designee, may remove an employee from work without pay for a specific period of time for continuing inappropriate conduct or performance or any one offense when the severity of such conduct or performance warrants it.
  4. Demotion. The Public Works Director, or his/her designee, may demote an employee to a classification which has a lower salary range. This type of action is usually taken where an employee is unable or unwilling to perform the duties required for his/her current position, but meets the qualifications for the position to which he/she is being demoted. It also may apply here when a promoted employee commits an offense requiring greater discipline than an oral or written reprimand.
  5. Dismissal/Discharge. Dismissal/discharge is the termination of the employment relationship. Dismissal/discharge is the most severe form of disciplinary action and should only be used after previous attempts at corrective discipline have failed or when the severity of the conduct or performance warrants it.

## **ARTICLE 11 – PAY PERIOD**

This pay period shall be every two (2) weeks, commencing at 12:01 a.m. on Monday and ending at midnight (12:00) on Sunday. Employees shall receive their biweekly checks on the Friday following the close of the pay period.

## **ARTICLE 12 – PAYROLL DEDUCTION AND AUTOMATIC PAYROLL DEPOSIT**

- A. Upon written authorization of an employee, the Employer will withhold any specified portion of an employee's salary for United Way contributions, optional insurance coverage provided by the Employer, Kitsap County Public Employees Credit Union payments, additional withholding taxes, and other deductions authorized by law.
- B. All Bargaining Unit members shall take advantage of the automatic payroll deposit that the County offers. All employees shall subscribe to direct deposit of their biweekly paycheck to a financial institution of their choice. **NOTE:** Any out of state hardship(s) requiring a paper check will be addressed on an individual case basis.

## **ARTICLE 13 – NO STRIKE CLAUSE**

- A. The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective.

The Union and/or employees covered by this Agreement shall not cause or condone any form of work stoppage, strike, or slowdowns as long as the terms of this Agreement are in effect. Employees who are involved in such actions may be subject to discharge.

- B. A picket line, strike, slow-down, or other interference with County functions by any other Union or Bargaining Unit shall not be the cause for any form of work stoppage, strike, or slow-down by employees or the Union. Employees who are involved in such action may be subject to discharge.

## **ARTICLE 14 – SAVINGS CLAUSE**

If any provisions of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. In such event, the parties shall meet for the renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

## **ARTICLE 15 – ENTIRE AGREEMENT CLAUSE**

- A. The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and Agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Employer and Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.
- B. The parties represent that this Agreement shall be deemed the entire Agreement between the parties and no oral or written statement shall modify, add to, or supersede any of its provisions unless mutually agreed; however, oral or written statements may be used for clarification purposes of contract language.

## **ARTICLE 16 – COMPENSATION FOR TRANSPORTATION AND TRAINING**

- A. Transportation and travel time for employee(s) on temporary assignment to another road shop shall be provided when the employee's commute in miles to the temporarily assigned road shop exceeds his/her regular commute miles from his/her residence to his/her regular road shop.
- B. Employer shall reimburse employees for authorized use of private automobiles for County business or in the performance of his/her official duties at the rate established by the Internal Revenue Service for actual miles traveled. In no event shall reimbursement for miles driven exceed an amount equal to the round trip coach airfare of a common carrier. Mileage reimbursement shall not be paid for miles driven by an employee from his/her usual place of residence and usual work locations.
- C. Reimbursement for travel and training shall be as set forth below:
  - 1. Mandatory Training. Employees who are required to attend a training class by their supervisor shall be reimbursed for all time spent in training. In addition, employees will be paid for time spent traveling to and from the training class (including passengers and drivers). If the use of a private automobile is authorized, the owner of the vehicle will also receive mileage reimbursement when driving to and from the training location and their regular work location. However, if the training site is closer to the vehicle owner's home, that employee shall be paid for the mileage to and from his/her residence and the training location.

2. Voluntary Training. Employees attending a voluntary training class will be paid for time spent in training during the employee's regular work hours. The employees will only be paid for travel time when it falls within their regular work hours (including passengers and drivers). If the use of a private automobile is authorized, the owner of the vehicle will also receive mileage reimbursement for driving to and from the training location and their regular work location. However, if the training site is closer to the vehicle owner's home, that employee shall be paid for the mileage to and from his/her residence and the training location.
3. Examples of Training.
  - a. Examples of Mandatory Training include:
    - Confined Space Entry
    - Lifting Gear Certification
    - Sprayer Certification
    - Hazmat Clean-up
    - Mandatory Trench Safety Training
    - Regional Road Maintenance Program
  - b. Examples of Voluntary Training include:
    - Road and Street Schools
    - Tree Arborist Training
    - Many classes offered by manufacturers and suppliers
    - Non-mandatory Computer Training
    - Road – Eos

## **ARTICLE 17 – EMPLOYEE EVALUATIONS**

Every full-time and part-time employee shall be evaluated annually thereafter, on or about their anniversary date. Employees shall be notified twenty-four (24) hours in advance of a scheduled performance evaluation review session and shall have forty-eight (48) hours upon the conclusion of the session to review the performance evaluation report and provide any written response.

## **ARTICLE 18 – LAYOFF & RECALL**

- A. Process: In the event the Public Works Director determines that a reduction in force is necessary resulting in layoffs, the Public Works Director or designee shall convene a meeting with the COUNCIL to review the layoff action pursuant to the following guidelines:

1. The Public Works Director shall determine, by classification and work group, the number of employees to be laid off.
  2. The Employer will provide thirty (30) days' notice to work groups facing layoff and to the Union of the need for layoff(s).
  3. All extra help and probationary employees serving within the affected classification and work group shall be laid off before any regular employee.
  4. Within fifteen (15) days of providing notice, the Employer will ask for volunteers for layoff(s). Also within this period, the Union may offer any other alternatives to layoff, such as reduced hours, furloughs, or departmental reorganization. The Employer will respond to any alternatives offered by the Union within the thirty (30) day notice period.
  5. At the end of the thirty (30) day notice period, the Public Works Director, in consultation with the Union, shall reassess, by classification and work group, the number of employees to be laid off or any other cost saving measures to be taken. Layoff will occur according to knowledge, skills, and abilities (including performance evaluations, special skills, licenses, and certifications needed to perform a particular assignment within a classification) and seniority. When knowledge, skills, and abilities are substantially equal, seniority shall be the determining factor. Seniority is defined according to Article 4 (Definitions).
  6. Regular non-probationary employees to be laid off will receive at least fourteen (14) days' notice, except in the case of a declared budget emergency.
- B. Recall: In the event of a recall, the County shall first attempt to rehire those employees who were laid off from the affected classifications in the reverse order of their layoff. Such rehired employees shall return to work with full County seniority for the purpose of computing fringe benefits, except the period of layoff shall not be counted. Laid off employees shall retain seniority for recall purposes for two (2) years following the effective date of the layoff. Fringe benefits shall include annual leave accrual rates, sick leave accrual rates, and longevity. Rehired employees shall have their unused, accrued sick leave balances restored. The County shall send a certified letter to the recalled employee. An employee who fails to respond within ten (10) working days shall be removed from the recall list. It is the laid off employee's responsibility to keep the County informed of their current address.



## ARTICLE 19 – WAGES

### A. 2019: No wage adjustment in 2019.

1. A one-time only lump sum payment equal to one percent (1%) of base annual wages will be made to all active employees not later than July 19, 2019. The wages will be calculated based upon the base wages of eligible employees as of the day before the date of the lump sum payment.
2. Effective the first full pay period in January 2019, a new top step shall be added to each pay grade on the Union pay scales, equal to 2.5% above the preceding step. Employees who have been at the top step for at least twelve months prior to the first full pay period in January 2019, will move to the new step effective the first full pay period in January 2019; that date will become the employee's new step anniversary date. All other employees will progress at their regular anniversary date. Step movement requires the minimum performance standards are met, as set forth in Article 19, Section E (Salary Steps and Progressions) of this Agreement.

### B. 2020: No wage adjustment in 2020.

1. Effective the first full pay period in January 2020, all employees who are at Step 7 or above as of the first full pay period of January 2020 shall be advanced one (1) additional step on their respective pay scale; however, employees who are at top step on their pay scale shall not advance an additional step. This step acceleration shall be a one-time, non-precedent setting benefit. Employees receiving an additional step under this sub-section will not be required to meet a minimum evaluation score in order to receive the additional step and will remain eligible for their regular step advancement on their next step eligibility date. This sub-section will not result in a change to an employee's next step eligibility date.
2. Effective the first full pay period in January 2020, the pay scale assigned to Maintenance and Operation Worker shall increase from A2 to A3. Employees will be placed on the first step in the new pay scale that does not provide a decrease in pay. Employees will move to their next regularly scheduled step at their regular step anniversary date.

### C. The prescribed Salary/Class Schedules of employees covered by this Agreement shall be as set forth within "APPENDIX A" to this Agreement.

### D. Salary Steps and Progression:

1. Except as provided in sub-section 1.a below, employees placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or hire date in current position until Step 7 is reached.

Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or hire date in current position. Step increases will be received annually until the top step is reached; **provided**, an employee must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase as follows:

- a. All employees hired on or after January 1, 2020, shall advance within a pay grade as follows, provided the minimum performance score requirement is met in accordance with Section 1 above:

Step	Required Service Time
1-4	Progress to the next higher step following six months of service at the current salary step
5-14	Progress to the next higher step following twelve months of service at the current salary step

- 2. Supervisors will discuss performance expectations and areas of improvement with an employee whose performance is below the required standard level necessary for step advancement as early as possible to allow time for the employee to improve before the date of advancement.
- 3. Employees are encouraged to be active participants in the evaluation process. The employee may include comments in response to their evaluation and the comments shall become a permanent part of the employee's personnel file.
- 4. At the discretion of the Employing Official, if an employee does not meet the score requirement to be eligible for a step increase, then the employee will not receive a step increase; **provided**, however, the employee will be re-evaluated in 60-180 days to determine if the required score has been reached. If the employee receives an evaluation score that meets the score requirements at a later date, the employee shall be granted the step increase effective on the date that they meet the score requirements.
- 5. The step increment date shall be adjusted when an employee returns from leave without pay in excess of thirty (30) calendar days to reflect the period of unpaid leave.
- 6. All step progressions and automatic promotions shall be subject to the certifications and requirements listed in Appendix C (Position Certifications and Requirements).

7. Effective with the new salary structure and step progression detailed in KC-004-15-B, those employees in the Maintenance and Operations Specialist classification who are members of the Operating Engineers (hereinafter "Employees"), Local 302 shall receive a sixty cent (\$0.60) per hour increase in their base wage rate, subject to the following conditions:
  - a. Employees must be members of Local 302 as of the date of the ratification of the KC-004-15-B agreement; and
  - b. Employees must have been on Step 14 of the wage matrix for at least twelve (12) months; and
  - c. Employees must have received a satisfactory performance evaluation as set forth in Article 19 (Wages) of the collective bargaining agreement.
8. Pay Rate Upon Promotion. For promotional appointments, the employee's hourly rate for the position into which the employee is promoted shall be at least 2.5% greater than the employee's hourly rate at the formerly held position. If the employee was to receive a step increase within 90 days, that hourly rate shall be considered into the hourly rate for the new position. Appointment upon promotion at Step 7 or above on the pay grade must be approved in writing by the County Administrator if the increase is more than 5%.

## **ARTICLE 20 – SUPPLEMENTAL PENSION CONTRIBUTIONS**

- A. Teamsters: The County agrees to contribute one dollar and fifty cents (\$1.50) for every hour for which compensation was paid (exclusive of the amounts paid while the employee is on workers' compensation time loss) to the Western Conference of Teamsters Pension Trust Fund ("Teamsters Trust") on behalf of employees within the job classifications represented by Teamsters, Local 589. The amount to be compensated will be calculated on a bi-weekly basis and will be remitted to the Teamsters Trust once per month, but no later than the twentieth day of the month for the immediately preceding month. The parties agree and understand that this contribution shall not be reported as part of the employee's wages to the State Department of Retirement Systems or the Internal Revenue Service, nor shall this contribution be part of the employee's wages for computation of overtime, shift differential, or other salary-based premium pays.
  1. The parties hereby agree that so long as the Public Works Roads Division of Kitsap County remains a participant in the Western Conference of Teamsters Pension Trust, Kitsap County will not hire temporary or extra help employees to perform work exclusively represented by Teamsters, Local 589 pursuant to ARTICLE 1 (RECOGNITION) of this Agreement.

- B. Operating Engineers: The County agrees to contribute one dollar and fifty cents (\$1.50) for every hour for which compensation was paid (exclusive of the amounts paid while the employee is on workers' compensation time loss) to Locals 302 and 612 International Union of Operating Engineers – Employers Construction Industry Retirement Plan (“Retirement Plan”) on behalf of employees within the job classifications represented by Operating Engineers, Local 302. The amount to be compensated will be calculated on a bi-weekly basis and will be remitted to the Retirement Plan once per month, but no later than the fifteenth (15<sup>th</sup>) day of the month for the immediately preceding month. The parties agree and understand that this contribution shall not be reported as part of the employee’s wages to the State Department of Retirement Systems or the Internal Revenue Service, nor shall this contribution be part of the employee’s wages for computation of overtime, shift differential, or other salary-based premium pay.
- C. The parties acknowledge that wages and pension contributions are total compensation for employees. The parties agree to use a total compensation approach in future negotiations, wage studies, or comparative analysis covering employees who are receiving these pension contributions.
- D. The County will provide employees with information on the amount of contributions and hours reported on behalf of participating employees on a quarterly basis.
- E. No contributions to supplemental pension plans will be made on lump sum payouts of annual leave. Such lump sum payouts are provided for by ARTICLES 28.C.. (annual leave payout) and 28.D. (annual leave payout upon retirement). In contrast, in certain circumstances described in ARTICLE 28.D. (annual leave payout upon retirement), a retiring employee may be continued on the payroll for the purpose of allowing him or her to use leave in excess of the maximum lump sum payout established by ARTICLE 28.D. (annual leave cash payout upon retirement); pension plan contributions are made when such “excess leave” is used.

**ARTICLE 21 – LONGEVITY BONUS**

- A. All employees hired prior to November 1, 1997, shall, upon completion of the following years of employment, receive longevity pay as follows:

After 5 and through 10 years service	2% of base hourly rate
After 10 and through 15 years service	3% of base hourly rate
After 15 and through 20 years service	4% of base hourly rate
After 20 and through 25 years service	5% of base hourly rate
After 25 and through 30 years service	6% of base hourly rate

- B. All employees hired on or after November 1, 1997, but prior to January 1, 2014, shall, upon completion of the following years of employment, receive longevity pay as follows:
- |                                   |                          |
|-----------------------------------|--------------------------|
| After 5 through 9 years service   | 1.5% of base hourly rate |
| After 10 through 14 years service | 2.0% of base hourly rate |
| After 15 through 19 years service | 2.5% of base hourly rate |
| 20+ years service                 | 3.0% of base hourly rate |
- C. The longevity bonus shall be based upon continuous employment, exclusive of those periods wherein an employee is placed upon a leave without pay status; **provided**, when an employee is laid off and rehired, and the separation does not exceed twelve (12) months, the longevity bonus shall be computed from the initial employment date excluding the layoff period; **provided further**, when an employee separates from employment and is subsequently rehired, the longevity bonus shall be computed from the date of re-employment; **except**, the longevity bonus shall be computed from the date of initial employment if the period of separation does not exceed thirty (30) days.
- D. Regular full-time or part-time employees hired on, or after, January 1, 2014 shall not be eligible for a Longevity Bonus, and none of the provisions contained in this Article shall apply to these employees.

## ARTICLE 22 – BOOT ALLOWANCE

- A. All Council employees are required to wear quality safety boots meeting ASTM F2413-05 or ANSI Z41 Class 75 specifications while on shop property or a worksite. Employees shall ensure that their safety boots are in safe working order at all times. An employee's failure to wear required protective footwear while at work may subject the employee to disciplinary action.
- B. The County will reimburse an employee up to \$300 every two consecutive calendar years for purchase of protective footwear. If the employee makes an individual purchase of less than \$300 in the first calendar year, the remaining balance will carry over to the following year; however, under no circumstance shall an individual be reimbursed more than \$300 over a period of two consecutive calendar years. Safety boots must be purchased by the employee on their personal time. Following purchase, the employee shall complete an employee reimbursement form (TC-50) and provide the employer with a receipt for purchase and certification that the boots meet the standard identified above. Any costs associated with the purchase which exceed the designated annual allowance will be the responsibility of the employee.
- C. Safety boots purchased by the employer are not to be worn away from the job but may be worn while commuting to and from work.

- D. The employer will strive to provide workers with the names of work wear suppliers offering employee discounts. Workers are encouraged to take advantage of these offers for the purchase safety boots and employee provided work wear.
- E. Summer help employees are eligible for the boot allowance subject to conditions reflective of their temporary employment. First year employees working in positions requiring the use of protective footwear must purchase a pair at their expense prior to the first day of employment. Costs up to \$150 will be reimbursed using the process described above. At the end of summer employment, an employee must turn their boots into their supervisor for storage until the following year. In the event that summer help workers wear certified footwear out, they may be eligible for an additional purchase in their second, third or fourth year of employment. To prevent the gifting of public funds, protective footwear stored for non-returning employees will be donated to an appropriate charity.

#### **ARTICLE 23 – CALL-OUT AND STANDBY**

- A. **Call-Out:** An employee who is called out to work outside of the employee's regular shift shall be paid a minimum of two (2) hours plus actual hours worked. Call-out work on weekdays and Saturdays will be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Call-out work on Sundays or holidays will be paid at two (2) times the employee's regular rate of pay. The employee may, at the employee's option, accrue compensatory time off in lieu of pay (applies to accrual bank maximum in Article 25.C). Beginning at the start of the employee's regular shift, the employee will be paid at the employee's regular rate of pay for the normal shift, whether paid for by worked hours, accrued annual leave or accrued compensatory time.
- B. A volunteer list would be recruited in each shop. Classifications eligible to volunteer are M&O Crew Supervisors, M&O Coordinators, M&O Specialists, M&O Technicians, and M&O Workers; provided, the County retains the right to determine if a volunteer is qualified to respond to a particular call-out event. The volunteers will be placed on a rotation list by name. The names on each list will rotate each week. The person at the top of the list for a particular week will be the first called. If the first volunteer called is not available, then the caller will proceed to call the next person on the list until contact with a volunteer is made. If the volunteer called out needs extra help, the extra help will be called from the volunteer list. If specific expertise is needed to perform the work, the extra help called out will be selected from the classification rotation list as defined in ARTICLE 25.E. (overtime classification rotation). The County agrees to make a good faith effort in implementing the volunteer list program and will publish written policies and procedures governing the implementation of the volunteer list. Errors made in implementing the volunteer list program shall not be subject to the grievance procedures set forth in ARTICLE 7 (Grievance Procedure).



**C. Standby:**

1. At the Employer's option, an employee may be placed on standby status. Such status requires that the employee be available on a twenty-four (24) hours basis for emergency work at various locations within the County. When on standby, the employee must be in a position to respond by telephone within fifteen (15) minutes to any summons at any time during the twenty-four (24) hour period. Employees will be compensated for being on standby at a rate equal to one (1) hour of the employee's base rate of pay for each day scheduled on standby. On Sundays/Holidays, employees will be compensated for being on standby at a rate equal to two (2) hours of the employee's base rate of pay. An employee on standby must remain mentally and physically fit for duty while on standby and must be capable of physically responding to a location within sixty (60) minutes of being directed to do so.
2. Standby personnel shall be issued a cellular phone, capable of summoning his/her attention. The standby personnel shall carry the phone at all times while on standby duty.

Standby personnel when called out to respond to an emergency shall ensure that assigned cellular phone is turned on in order that they may be contacted if necessary.

3. Employer will post a standby duty roster monthly.
4. An employee on standby status shall be eligible for call-back pay as prescribed in ARTICLE 23.A. (standby status requirements), above.
5. If the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is his/her responsibility to find a replacement in advance of the scheduled period and notify the Public Works Director or designee in writing no less than seven (7) days prior to starting date of scheduled standby status.
6. Duration of standby shall be no more than one (1) week at a time and divided equally amongst those qualified as determined by the Public Works Director or designee.
7. When a standby list is established, the standby duty will be rotated amongst all qualified employees. Employees on standby status must remain mentally and physically fit for duty while on standby. For example, employees on standby may not consume alcoholic beverages or otherwise consume substances or medications that would render their ability to work be impaired.



8. Employees placed on standby status may be provided, at the Employer's option, the take home use of a County vehicle to use for emergency call-out situations while on standby. The employee will be paid for time spent driving their assigned County vehicle to respond to an emergency call-out at a location other than their normal work site. Such paid travel time will be part of the minimum period of pay that may be due for a call-out under the Agreement. The vehicle will be used for County business only. No personal use of the vehicle is authorized, i.e., stopping at grocery stores, restaurants, fitness centers, etc. The vehicle will not be used for commuting outside of Kitsap County. The employee must comply with the County's Fleet Risk Management Policy.

## ARTICLE 24 – HOURS OF WORK

- A. Work Week: A work week shall be Monday through Friday, consisting of forty (40) hours, which shall consist of five (5) eight (8) hour days; **provided**, the work week as defined does not constitute guaranteed hours of work by the Employer. **Provided further**, employees will be allowed to use accrued annual leave or accrued compensatory time for any hours not worked due to a supervisor sending them home before the end of their regularly scheduled shift.
  1. This provision shall not be used in lieu of layoff provision.
- B. Regular shift shall be any continuous eight (8) hours worked between 6:00 a.m. and 6:00 p.m. A ten percent (10%) shift differential shall be paid for all actual hours worked between 6:00 p.m. to 6:00 a.m., except the dedicated graveyard shift scheduled from midnight to 8:30 a.m. shall receive the 10% differential from midnight to 8:30 a.m.
- C. Rest Breaks: The Employer shall provide each employee with a fifteen (15) minute paid rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute paid rest break during the second four (4) hour period in the work day. The employee shall remain within the area, subject to immediate call-back should the workload require it. The Union and the employees shall work with the Employer to ensure that rest breaks are not abused but are used within the time frames and for the purpose intended.
- D. Meal Periods: The Employer shall provide each employee with an unpaid, uninterrupted (except in cases of emergencies) one-half (1/2) hour for a meal between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour of each shift.
  1. If the County denies an employee the opportunity to take an unpaid, uninterrupted one-half (1/2) hour meal break or to take such a meal break between the 3<sup>rd</sup> and the 5<sup>th</sup> hour of the employee's shift, the County will compensate the employee for one-half (1/2) hour at one and one-half times (1.5x) the employee's base hourly rate.

- a. This section will apply even if the employee is able to take an unpaid, uninterrupted one-half (1/2) hour meal break at some time before the 3<sup>rd</sup> hour or after the 5<sup>th</sup> hour of the employee's shift.
  - b. This section will not apply in cases where an employee requests and receives pre-approval from the County to not take an unpaid, uninterrupted one-half (1/2) hour meal break or to not take such meal break between the 3<sup>rd</sup> and 5<sup>th</sup> hour of the employee's shift.
- E. An employee who is instructed to report to work on a regular scheduled shift shall be guaranteed four (4) hours work or pay.
- F. Implementation of four (4) – Ten (10) Hour Work Day Week (4x10).
- 1. At the discretion of the Director of Public Works or designee, a 4x10 work schedule, between May 1 through September 30, may be implemented.
  - 2. Employees on a 4x10 work schedule shall be entitled to overtime pay after ten (10) hours work per work day.
  - 3. Employees on a 4x10 work week shall revert back to a five (5) by eight (8) work schedule during a work week (5x8) wherein a holiday occurs.
- G. Implementation of 9/80 Compressed Work Schedule:
- 1. Employees within the Traffic Maintenance Division will participate in a 9/80 compressed work schedule. The compressed work schedule shall be implemented by the Public Works Director on a date which coincides with the pay period.
  - 2. At any time, at the discretion of the Public Works Director or designee, this alternative compressed work schedule may be eliminated.
  - 3. The compressed schedule shall be established with employees assigned to one of the following schedules:

<b>Schedule A</b>														
Days of Work	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S
Hours Worked	9	9	9	9	8	0	0	9	9	9	9	0	0	0
<b>Schedule B</b>														
Days of Work	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S
Hours Worked	0	9	9	9	9	0	0	8	9	9	9	9	0	0

4. Employees on the compressed schedule shall be entitled to overtime pay for hours actually worked over the regularly scheduled hours in a day; provided however, previously earned compensatory time taken off shall be considered actual hours worked for the purposes of calculating overtime. The work week for employees on Schedule A shall be from 11:00 a.m. on Friday to 11:00 a.m. on Friday of the following week. The work week for employees on Schedule B shall be from 11:00 a.m. on Monday to 11:00 a.m. on Monday of the following week. Any change in the work week will be mutually agreed upon in writing by the employee and Employer.
  5. Employees on a 9/80 Compressed Work Schedule who are called back to work after the completion of their regular days shift are entitled to a minimum of two (2) hours pay, at one-and-a-half (1.5) times the employee's regular rate of pay in accordance with Section 22.1. Employees called out on a Saturday shall be entitled to a minimum of two (2) hours pay, at one-and-a-half (1.5) times the employee's regular rate of pay, and employees called out on a Sunday shall be entitled to a minimum of two (2) hour pay at two (2) times an employee's regular rate of pay.
- H. An employee shall be notified eight (8) hours before he/she is to start a shift other than his/her regular shift.
1. Employees on temporary shift assignments shall be notified of any change to their current shift schedule prior to the conclusion of their current work day.
  2. When an employee is called out to work without at least eight (8) hours time off since his/her previous shift, all such call-out time shall be paid for at the applicable overtime rate until he/she shall have eight (8) hours time off.
- I. Night Shift Work: The Public works Director shall develop written procedures for night shift work that includes the following guidelines:
1. On November of each year, a sign-up list will be posted on the bulletin board of each separate road shop.
  2. County will complete shift assignments for each classification by seniority.
  3. If the level of expertise or crew size needed for the shift exceeds the volunteer list, County will make mandatory assignments from qualified employees within required classification in reverse order of seniority (beginning with least senior).

4. County agrees to make a good faith effort in implementing night shift work assignments. Assignment decisions shall not be subject to the grievance procedure.

## **ARTICLE 25 – OVERTIME**

- A. All overtime worked must be authorized, in advance, by the Public Works Director, or his/her designee, to be eligible for compensation.
- B. All work performed in excess of regularly scheduled hours actually worked in any one (1) day shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Provided, previously earned compensatory time when taken off shall be considered actual hours worked for the purposes of calculating overtime. Overtime shall be paid for in increments of fifteen (15) minutes, with the major portion of each fifteen (15) minutes paid as fifteen (15) minutes.
- C. An employee may, at his/her option, take compensatory time off (at the rate determined in paragraph B or D) in lieu of overtime pay. Employees can accrue up to a forty (40) hour bank of compensatory time. The forty (40) hour bank may be used and replenished throughout the year it is earned. On December 31 of each year any unused accrued compensatory time that remains in the forty (40) hour bank will be paid for in the first paycheck in January of the following year. **Provided**, that any earned compensatory time off shall be taken and scheduled by mutual Agreement of the employee and Employer.
- D. All work performed on Saturdays shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. All work performed on Sundays shall be paid for a two (2) times the employees regular hourly rate of pay.
- E. Scheduled overtime shall be performed on a classification rotation basis depending on the availability and expertise of workers within the classification. All classification rotation will be done within a particular shop, to the extent possible.

## **ARTICLE 26 – INSURANCE**

### **A. Health and Welfare Benefits**

The County will make contributions in the amounts listed below for funding, providing, and maintaining insured medical and dental benefits and life insurance coverage, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing

a reserve fund to self-insure against unanticipated increases in the cost of those benefits.

**B. Medical Insurance Contributions:** For coverage effective January 2019 through December 2020, the County will make medical contributions as follows:

1. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, effective with the January 2019 premiums, the County shall absorb the full rate increase to the Premera and Kaiser administered plans in both 2019 and 2020. Employees' contribution rates will remain at 2018 levels through the life of the contract. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter. For example, if the Kaiser total medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%). If the total medical rate is \$1,650 and the County and employee contribution rates are \$1,500 and \$150 respectively, then a 3% increase will result in a \$49.50 total rate increase ( $\$1,650 \times 3\% = \$49.50$ ). This total rate increase represents a \$45 increase to the County contribution ( $\$1,500 \times 3\% = \$45$ ) and a \$4.50 increase to the employee contribution ( $\$150 \times 3\% = \$4.50$ ).

If the rates are expected to increase by more than five percent (5%), the parties agree to explore plan design changes through the Medical Benefits Committee to keep the increase at or below five (5%) percent.

2. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.

**C. Waiver of Medical Coverage:**

1. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.
2. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. For coverage effective January 1,

2018, this pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment.

- D. **Double Coverage:** County employees may have double coverage under County-sponsored medical plans.
- E. **2020 Third Party Administrator acknowledgement:** The parties recognize that the County is issuing a request for proposal to select a new vendor to administer the plans currently administered by Premera, effective January 1, 2020. The plans offered will be substantially similar to the plans currently administered by Premera; it is not the intent of the parties to alter co-pays, deductibles or other terms of the plan design, except as mutually agreed upon by the parties.
- F. **Dental Benefits, County Contribution:** The County will make contributions as indicated below.
1. County Contribution:
    - a. **Regular, full-time employees** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. County will contribute fifty percent (50%) of the dependent rate or twenty-five dollars (\$25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
    - b. **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
  2. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
  3. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit).
  4. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care dental plan.

- G. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.
- H. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
- I. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.
- J. **Changes to Coverage during Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.
- K. **CDL Physicals:** The County agrees to pay for required CDL physicals as frequently as required by the examining doctor
- L. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
- M. **Pre-tax payments:** All employee contributions will be made pre-tax.
- N. **WA Paid Family and Medical Leave:** Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave benefits, which begins January 1, 2020, is established by Washington State law and is therefore independent of this agreement. Employer and Union agree that premiums and benefits are established by law and will be deducted accordingly.
- O. **Medical Benefits Committee**

The Union representative on the joint labor-management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Union representative may, but will not be required to cast a vote. If the Union representative votes for a majority recommendation to the Board of County Commissioners, such recommendation will become a tentative agreement between the parties, subject to final ratification by the bargaining unit membership and approval by the Board of County Commissioners as part of a successor collective bargaining agreement.

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to establish more definite rules for the Medical Benefits Committee's function. Beginning at any time during the term of the agreement, the County or the Medical Benefits Committee may call for joint labor-management discussions, as



mutually agreed by the parties, to draft and propose rules for the committee. Any committee rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

## **ARTICLE 27 – HOLIDAYS**

- A. The following days shall be paid holidays for all regular and probationary employees covered under this Agreement.

### **COMMONLY CALLED**

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day and the Day Following
Memorial Day	Christmas Day
Independence Day	2 Floating Holidays

- B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
- C. The Floating Holidays are in effect and available for use on January 1 of each year. They may be taken by an employee, including a probationary employee, at any time during the calendar year, with prior approval of the Public Works Director, or his/her designee. The Floating Holidays shall not accumulate from year to year. When a floating holiday is taken, it is to be used in full day increments (i.e. 8 hours for 1 FTE, 4 hours for .50 FTE) and is not to be split over more than one day.
- D. All work performed on holidays shall be paid for at two (2) times the regular rate of pay for each hour actually worked, plus the guaranteed holiday pay.
- E. Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Public Works Director or his/her designee, in accordance with RCW 1.16.050(3). Employees may take unpaid holidays for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, organization, or church. The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full work day increments and shall not accumulate from year to year. These unpaid holidays will not result in adjustments to seniority and will not impact accrual rates.
- F. Employees who are on leave without pay, pursuant to ARTICLE 33 (Leave of Absence Without Pay), the day before or the day after a holiday, shall not receive compensation for the affected holiday.

- G. Part-time employees accrue prorated holiday leave, based on the employee's established and approved FTE status.
- H. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

## **ARTICLE 28 – ANNUAL LEAVE**

- A. Employees shall earn annual leave with pay as follows:
  - 1. Upon employment through three (3) years of employment – twelve (12) days per year accumulating at a rate of eight (8) hours for each month of employment.
  - 2. Upon completion of three (3) years of employment through five (5) years of employment – fifteen (15) days per year accumulating at a rate of ten (10) hours for each full month of employment.
  - 3. Upon completion of five (5) years of employment through ten (10) years of employment – twenty (20) days per year accumulating at approximately 13.33 hours for each full month of employment.
  - 4. Upon completion of ten (10) years of employment – twenty-five (25) days per year accumulating at 16.66 hours for each full month of employment.
- B. Annual leave must be taken within each twelve (12) months, unless unavoidable conditions arise making it impossible. Such leave as not used shall accumulate except that such accumulation shall not exceed forty-five (45) days on January 1 of each year. Requests for leave must be approved in advance by the Public Works Director, or his/her designee. Annual leave shall be taken at times mutually agreeable to the employee and the Public Works Director, or designee. In the event of conflicts between employees in requests for leave, the employee first requesting shall prevail. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Public Works Director, or designee, shall make the final determination with consideration towards seniority and prior requests for leave. If an employee is prevented by the Public Works Director, or designee, from taking annual leave and if, as a result of such, the employee has more than forty-five (45) days annual leave (three hundred sixty [360] hours), accumulated on December 31, then the employee will be allowed to take that time off within the next twelve (12) months.
- C. Upon separation of an employee by resignation, layoff, dismissal, or death, the employee or beneficiary thereof, shall be paid for unused annual leave at the rate being paid at the time of separation.

- D. Upon retirement, the employee will receive payment for unused annual leave accumulated prior to January 1, 1986 or up to two hundred forty (240) hours whichever is greater, based upon the rate of pay at the time of retirement. However, if an employee has accrued annual leave in excess of two hundred forty (240) hours, the employee shall be continued on the payroll for the time equivalent to the amount of excess leave.
- E. Upon resignation, an employee who fails to return all County issued keys, beeper and any equipment for which the employee signs, shall forfeit ten (10) days of accrued annual leave and be paid for the balance over ten (10) days; **provided**, if the employee reimburses the County the cost of the equipment lost, the employee shall be paid for all accrued annual leave hours upon resignation.
- F. Unless specifically waived by the Public Works Director, or designee, not more than one (1) person in each craft, in each district shall be granted vacation at the same time during the period of May 1 to October 1.
- G. Employees are eligible to accept and to donate annual leave pursuant to the County's Annual Leave Donation Program.
- H. Employees may utilize accrued annual leave in half hour increments.
- I. Part-time employees accrue prorated annual leave based on the employee's established and approved FTE status.
- J. As a one-time only benefit, in January 2019, all Council employees will receive 16 hours of annual leave, and in January 2020, all Council employees will receive 8 hours of annual leave. This benefit will be separate from and will not affect the employee's regular annual leave accrual for the month.

## **ARTICLE 29 – SICK LEAVE**

- A. Employees hired prior to November 1, 1997 shall earn sick leave at the rate of twelve (12) hours for each full month of employment. (eighteen [18] days per year)
- B. Employees hired on or after November 1, 1997 shall earn sick leave at the rate of ten (10) hours for each full month of employment. (fifteen [15] days per year)
- C. No more than twelve hundred (1200) hours (one hundred fifty [150] days) sick leave may be carried from one calendar year to the next.
- D. Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030. Accrued sick leave may also be used for the purpose of undergoing the physical examination necessary to obtain a commercial driver's license (CDL); **provided however**, the employee shall not be relieved from duty for such

purpose until 2:00 p.m. or later during his/her work day. The Employer will allow the employee to utilize up to two (2) hours of paid leave to cover time from the job for appointment with physician for CDL recertification.

1. If an employee's CDL is suspended, the Employer will make a good faith effort to accommodate the employee (i.e., assign the employee to assignments not requiring a CDL) up to a ninety (90) day period from the date of suspension within the employee's current classification. If the Employer is unable to accommodate the employee within the employee's current classification, then the Employer will assign the employee to another position within COUNCIL Bargaining Units (or the employee may be placed on leave without pay for the shift(s) until another position is available). The employee shall be paid within the pay grade to which the employee is assigned. An employee whose CDL is reinstated within ninety (90) days from the effective date of the CDL suspension will be reinstated to the employee's former position.
- E. Sick leave will be reported in accordance with the County Personnel Manual.
- F. Emergency Sick Leave Account: Employees who have accrued one hundred fifty (150) days may accrue an additional maximum of thirty (30) days in a special emergency sick leave account. Accrual and usage shall be as follows:
1. One-third (1/3) of sick leave accrued at the end of each calendar year, above the one hundred fifty (150) days currently allowed, shall be credited towards the emergency accrual.
  2. Employees may use the emergency account only after exhausting the one hundred fifty (150) days of sick leave and all but ten (10) days of accrued annual leave.
- G. Employees may utilize accrued sick leave in half hour increments.
- H. Employees shall be eligible for Family and Medical Leave pursuant to the policies and procedures adopted by Kitsap County, for the purpose of implementing federal and state statutory requirements.
- I. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to annual leave on a ten to one (10:1) ratio. (As an example, if the employee earned fifteen [15] days sick leave in a calendar year and used no sick leave, they could convert the fifteen [15] days to 1.5 days annual leave.) Employees must submit conversion requests to the employing department on or before January 31.
- J. Part-time employees accrue prorated sick leave based on the employee's established and approved FTE status.

## **ARTICLE 30 – BEREAVEMENT LEAVE**

- A. Bereavement leave with pay is allowed when an employee experiences a death in the employee's immediate family. Immediate family for purposes of this Section includes the following, whether related by blood or marriage:
- Spouse/Registered Domestic Partner (RDP)
  - Child, Grandchild, Great-grandchild
  - Sibling
  - Parent, Grandparent, Great-grandparent
  - Aunt, Uncle, Niece, Nephew
- B. Bereavement leave is allowed for up to three (3) shifts per occurrence and is not cumulative. Additional time off required for grieving may be authorized as sick leave. An employee must obtain approval of the Employing Official or a designee prior to taking leave..

## **ARTICLE 31 – CIVIL LEAVE**

- A. Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state, or municipal court when a subpoena compels such testimony. An employee must notify the immediate supervisor prior to taking civil leave and provide proof of compulsion.

## **ARTICLE 32 – MILITARY LEAVE**

- A. Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps of the United States or of any organized reserve of the Armed Forces of the United States, shall be entitled to military leave with pay pursuant to the provisions of the state law.
- B. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States, or the United State Public Health Service may seek leave of absence as set forth within this Agreement and, upon return, shall be entitled to re-employment pursuant to the provisions of state and federal law.

## **ARTICLE 33 – LEAVE OF ABSENCE WITHOUT PAY**

- A. Any employee may take leave of absence without pay upon prior written approval by the Public Works Director or designee. No leave of absence shall be taken unless the employee first expended all accumulated leave, except that an employee will not be required to expend all accumulated sick leave. This prohibition may be waived upon application to, and at the discretion of, the Board of County Commissioners.

- B. A leave of absence shall be for a specific period and such leave may not aggregate more than twelve (12) months in any five (5) year period.
- C. Leave of absence shall be granted at the sole discretion of the Employer.
- D. Upon return from leave of absence, the employee shall be entitled to the former position or a similar position and there shall be no reduction in seniority, status, or pay. An employee, during leave of absence, may continue insurance benefits; **provided**, such employee makes arrangements for payment of employee's and Employer's premiums; **provided further**, for calculations of seniority, the leave of absence without pay period shall be deducted.

#### **ARTICLE 34 – ABSENCE WITHOUT AUTHORIZED LEAVE**

An unauthorized absence shall be grounds for disciplinary action. Three (3) consecutive work days of unauthorized, unjustified absence shall constitute dismissal.

#### **ARTICLE 35 – FUTURE NEGOTIATIONS**

- A. Except as otherwise specifically identified within this Agreement, this Agreement shall be in full force and effect from the date of execution through December 31, 2020. All contract amendments referenced herein shall be effective on the date of signing, except as may otherwise be specified in the Agreement.
- B. Negotiations on proposed amendments to this Agreement may be held at any time by mutual Agreement of the Union and the Employer. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiations.
- C. In anticipation of the implementation of a new Human Resources Information System (HRIS) during the life of this Agreement, the parties agree to reopen this Agreement as necessary in order to address any issues or changes in practice necessitated by the transition to a new HRIS.
- D. On or before June 1, 2020, the Union or the Employer shall submit notice of intent to negotiate modifications to this Agreement. Both the Union and the Employer pledge to bargain and negotiate in good faith.
- E. In the event negotiations for a new Agreement have not been completed by December 31, 2020, the provisions contained in this Agreement will remain in effect to the extent provided by law.

## **ARTICLE 36 – COLLABORATIVE BARGAINING**

The COUNCIL agrees to work with the County to practice collaborative bargaining. The purpose of this process shall be to improve the skills of the parties in collaboration and to produce Agreements that are interest-based, that foster an on-going labor-management relationship with open communications, mutual trust and respect.

## **ARTICLE 37 – WORKPLACE VIOLENCE**

COUNCIL recognizes the right of the County to promote the safety, peace, and good order of the workplace and during the conduct of County business, and agrees that their members shall be subject to the County's resolution relating to Workplace Violence.

## **ARTICLE 38 – COORDINATION OF TIME LOSS BENEFITS WITH SICK AND ANNUAL LEAVE**

- A. During the period an employee is eligible to receive Workers' Compensation Time Loss benefits, an employee may use accrued sick leave or annual leave to supplement time loss benefits so that the employee experiences no loss in pay. Requests to use accrued leave to supplement time loss benefits should be submitted to the Risk Management Office in writing. When accrued leave is used to supplement Time Loss benefits, sick leave is used first, and when exhausted, accrued annual leave will be used. In the alternative upon receipt of an employee's written request, accrued annual leave may be used in lieu of accrued sick leave. Supplemental leave requests must be submitted prior to the end of the pay period in which it is to be paid. Supplemental leave requests may be submitted as continuing requests, so that they need not be renewed each pay period.
- B. During the period an employee is eligible to receive Workers' Compensation Time Loss benefits, an employee may use accrued sick leave or annual leave concurrent with the receipt of Time Loss benefits so long as the total leave requested each day does not exceed the employee's regularly scheduled work hours. Employees who are on Time Loss are encouraged to utilize accrued leave. The accrued leave accumulation restrictions in ARTICLE 28.B. (use of annual leave) and ARTICLE 29.C (max carryover of sick leave) of the Agreement apply to employees receiving Time Loss benefits.
- C. Employees are eligible to accrue annual and sick leave during the period Time Loss benefits are being paid under a Workers' Compensation claim, however, leave accruals and County health and dental insurance shall cease after twenty-six (26) weeks. COBRA insurance benefits will be offered in accordance with Workers Compensation procedures as indicated in the County Personnel Manual in Chapter 9. Section I.



## **ARTICLE 39 – EMERGENCIES AND DISASTERS**

During an emergency, disaster, or catastrophic event, which places life or property in jeopardy, employees may be assigned to any disaster service activity that promotes the protection of the public health and safety. Assignment might require serving at a location, at times and/or under conditions that significantly differ from employee's normal work assignments; this may include assignments to perform work outside of the bargaining unit. As an employee of Kitsap County, employees may be directed to perform a role other than their regular job, by employee's Department Director or designee or by law. An employee may be called on to perform services as an Emergency Worker as defined in RCW Chapter 38.52.010(8), subject to the provisions of RCW Chapter 38.52. An employee's rate of pay will not be reduced as a result of such assignments.

Deanna Daniels 3 June 19  
Operating Engineer, Local 302 Date

Mark John 5/23/19  
Teamsters, Local 589 Date

Tom [Signature] 5-31-19  
IAM & AW, District 160, Local 282 Date

Robert Gelder 5/23/2019  
Laborers, Local 252 Date

DATED this 29th day of May 2019.

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**



Edward E. Wolfe  
EDWARD E. WOLFE Chair

Charlotte Garrido  
CHARLOTTE GARRIDO, Commissioner

Robert Gelder  
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels  
Dana Daniels, Clerk of the Board

**APPENDIX A**

**1/7/2019  
Kitsap County  
Council - Public Works Roads (Non-exempt)  
Salary Schedule (Annual/Hourly)**

**Grade Class:** R00

**Pay Grade:** R1L (A2)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO1RLN	M&O Worker-252	35,318.40 (A2) <sub>16.98</sub>	36,192.00 17.40	37,107.20 17.84	38,043.20 18.29	39,000.00 18.75	39,977.60 19.22	40,976.00 19.70	41,995.20 20.19	43,035.20 20.69	44,116.80 21.21	45,219.20 21.74	46,342.40 22.28	47,507.20 22.84	48,692.80 23.41	49,920.00 24.00

**Pay Grade:** R1T (A2)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO1RTN	M&O Worker-589	35,318.40 16.98	36,192.00 17.40	37,107.20 17.84	38,043.20 18.29	39,000.00 18.75	39,977.60 19.22	40,976.00 19.70	41,995.20 20.19	43,035.20 20.69	44,116.80 21.21	45,219.20 21.74	46,342.40 22.28	47,507.20 22.84	48,692.80 23.41	49,920.00 24.00

**Pay Grade:** R3L (B1)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO2RLN	M&O Tech-252	42,536.00 20.45	43,596.80 20.96	44,678.40 21.48	45,801.60 22.02	46,945.60 22.57	48,110.40 23.13	49,316.80 23.71	50,544.00 24.30	51,812.80 24.91	53,102.40 25.53	54,433.60 26.17	55,785.60 26.82	57,179.20 27.49	58,614.40 28.18	60,070.40 28.88

**Pay Grade:** R3M (B1)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO2RMN	M&O Tech-282	42,536.00 20.45	43,596.80 20.96	44,678.40 21.48	45,801.60 22.02	46,945.60 22.57	48,110.40 23.13	49,316.80 23.71	50,544.00 24.30	51,812.80 24.91	53,102.40 25.53	54,433.60 26.17	55,785.60 26.82	57,179.20 27.49	58,614.40 28.18	60,070.40 28.88

**1/7/2019**  
**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

**Grade Class:** R00  
**Pay Grade:** R3O (B1)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO2RON	M&O Tech-302	42,536.00	43,596.80	44,678.40	45,801.60	46,945.60	48,110.40	49,316.80	50,544.00	51,812.80	53,102.40	54,433.60	55,785.60	57,179.20	58,614.40	60,070.40
		20.45	20.96	21.48	22.02	22.57	23.13	23.71	24.30	24.91	25.53	26.17	26.82	27.49	28.18	28.88

**Pay Grade:** R3T (B1)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO2RTN	M&O Tech-589	42,536.00	43,596.80	44,678.40	45,801.60	46,945.60	48,110.40	49,316.80	50,544.00	51,812.80	53,102.40	54,433.60	55,785.60	57,179.20	58,614.40	60,070.40
		20.45	20.96	21.48	22.02	22.57	23.13	23.71	24.30	24.91	25.53	26.17	26.82	27.49	28.18	28.88

**Pay Grade:** R5M (B3)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MC1RMN	Equip Svcs Mech-282	49,732.80	50,980.80	52,249.60	53,560.00	54,891.20	56,264.00	57,678.40	59,113.60	60,590.40	62,108.80	63,668.80	65,270.40	66,892.80	68,556.80	70,262.40
MO3RMN	M&O Spec-282	23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13	29.86	30.61	31.38	32.16	32.96	33.78

**Pay Grade:** R5O (B3)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO3RON	M&O Spec-302	49,732.80	50,980.80	52,249.60	53,560.00	54,891.20	56,264.00	57,678.40	59,113.60	60,590.40	62,108.80	63,668.80	65,270.40	66,892.80	68,556.80	70,262.40
		23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13	29.86	30.61	31.38	32.16	32.96	33.78

**1/7/2019**  
**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

**Grade Class:** R00

**Pay Grade:** R5T (B3)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO3RTN	M&O Spec-589	49,732.80	50,980.80	52,249.60	53,560.00	54,891.20	56,264.00	57,678.40	59,113.60	60,590.40	62,108.80	63,668.80	65,270.40	66,892.80	68,556.80	70,262.40
		23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13	29.86	30.61	31.38	32.16	32.96	33.78

**Pay Grade:** R6M (B4)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MC2RMN	Equip Svcs Mech Lead-282	53,331.20	54,662.40	56,035.20	57,428.80	58,864.00	60,340.80	61,859.20	63,398.40	64,979.20	66,601.60	68,265.60	69,971.20	71,718.40	73,507.20	75,337.60
		25.64	26.28	26.94	27.61	28.30	29.01	29.74	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.22

**Pay Grade:** R6O (B4)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO4RON	M&O Coord-302	53,331.20	54,662.40	56,035.20	57,428.80	58,864.00	60,340.80	61,859.20	63,398.40	64,979.20	66,601.60	68,265.60	69,971.20	71,718.40	73,507.20	75,337.60
		25.64	26.28	26.94	27.61	28.30	29.01	29.74	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.22

**Pay Grade:** R7O (B5)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO5RON	M&O Crew Spvr-302	56,929.60	58,344.00	59,800.00	61,297.60	62,836.80	64,417.60	66,019.20	67,662.40	69,347.20	71,073.60	72,841.60	74,672.00	76,544.00	78,457.60	80,412.80
		27.37	28.05	28.75	29.47	30.21	30.97	31.74	32.53	33.34	34.17	35.02	35.90	36.80	37.72	38.66

**1/7/2019**  
**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

**Grade Class:** R00  
**Pay Grade:** R7T (B5)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MOSRTN	M&O Crew Spvr-589	56,929.60	58,344.00	59,800.00	61,297.60	62,836.80	64,417.60	66,019.20	67,662.40	69,347.20	71,073.60	72,841.60	74,672.00	76,544.00	78,457.60	80,412.80
		27.37	28.05	28.75	29.47	30.21	30.97	31.74	32.53	33.34	34.17	35.02	35.90	36.80	37.72	38.66

**Pay Grade:** RA0 (A0)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
XHPWR1	Extra Help-PW Summer Yr 1	24,960.00	25,584.00	26,228.80	26,894.40	27,560.00	28,246.40	28,953.60	29,681.60	30,430.40	31,200.00	31,990.40	32,780.80	33,592.00	34,424.00	35,276.80
XHPWR2	Extra Help-PW Summer Yr 2	12.00	12.30	12.61	12.93	13.25	13.58	13.92	14.27	14.63	15.00	15.38	15.76	16.15	16.55	16.96
XHPWR3	Extra Help-PW Summer Yr 3															

**Pay Grade:** RA1 (A1)

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
XHPWR4	Extra Help-PW Summer Yr 4	31,740.80	32,531.20	33,342.40	34,174.40	35,027.20	35,900.80	36,795.20	37,710.40	38,646.40	39,603.20	40,601.60	41,620.80	42,660.80	43,721.60	44,824.00
		15.26	15.64	16.03	16.43	16.84	17.26	17.69	18.13	18.58	19.04	19.52	20.01	20.51	21.02	21.55

Summer Extra Help wages shall correspond to the following pay grades and pay steps:

<u>Year</u>	<u>Pay grade</u>	<u>Step</u>
1 <sup>st</sup> Year	NA0	7
2 <sup>nd</sup> Year	NA0	10
3 <sup>rd</sup> Year	NA0	13
4 <sup>th</sup> Year	NA1	4



**OPERATING ENGINEERS, LOCAL 302 BARGAINING UNIT CLASSIFICATIONS**

M&O Crew Supervisor  
M&O Coordinator  
M&O Specialist

**TEAMSTERS, LOCAL 589 BARGAINING UNIT CLASSIFICATIONS**

M&O Specialist  
M&O Technician  
M&O Worker

**IAM & AW, DISTRICT 160, LOCAL 282 BARGAINING UNIT CLASSIFICATIONS**

Equipment Services Mechanic  
Equipment Services Mechanic Lead  
M&O Specialist

**LABORERS UNION, LOCAL 252 BARGAINING UNIT CLASSIFICATIONS**

M&O Technician  
M&O Worker  
County Worker (Summer Extra Help)

## APPENDIX C – Position Requirements and Automatic Progressions

1. The Union and Employer recognize that certain positions require specific certifications and other requirements to be completed within a specific timeframe following hire or transfer into the position. Those certifications and other requirements are set forth in the Union Qualifications and Progressions spreadsheet maintained by the Employer and available to the Union upon request. The parties agree that the Employer must give notice and an opportunity to bargain any changes to the Union Qualifications and Progressions spreadsheet that impact existing employees represented by the Union.
2. The Union and Employer further recognize the following automatic progression series:
  - A. Within the Traffic Maintenance Shop:
    - i. Working title “Sign Shop Technician”: employee(s) shall automatically progress from Maintenance & Operations (M&O) Worker to M&O Technician upon completion of the requirements set forth in the Union Qualifications and Progressions spreadsheet.
    - ii. Working title “Traffic Technician 1, 2 or 3”: employee(s) shall automatically progress from M&O Technician to M&O Specialist upon completion of the requirements set forth in the Union Qualifications and Progressions spreadsheet.
  - B. Within the Road Maintenance Shops:
    - i. Working title “Laborer”: employee(s) shall automatically progress from M&O Worker to M&O Technician upon completion of the requirements set forth in the Union Qualifications and Progressions spreadsheet.
  - C. Candidates that are hired with more experience than the classification requires, but not enough to advance to the next level may progress to the next level prior to the proscribed timelines as soon as the minimum qualifications and requirements for progression are met.
  - D. Employees progressing to a higher classification under any of the automatic progression series above shall be moved into the higher classification’s pay scale at the step which is closest to but not below their rate of pay at the lower classification pay scale.
3. Failure to obtain required licenses and certifications within the timelines proscribed or to meet automatic progression requirements where applicable may result in termination at the employing official’s discretion. A six months’ extension may be provided at the employing official’s discretion.

4. Failure to maintain required licenses and certifications may result in a delay in a step increase and/or discipline up to and including termination.