



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
KITSAP COUNTY
AND
TEAMSTERS, LOCAL NO. 589
FOR
KITSAP COUNTY PARKS EMPLOYEES
KC-130-19**

January 1, 2019 through December 31, 2020

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**COLLECTIVE BARGAINING AGREEMENT
KC-130-19**

This Agreement sets forth the entire agreement by and between the COUNTY OF KITSAP, WASHINGTON, hereinafter referred to as the "Employer" and TEAMSTERS, LOCAL NO. 589 (Kitsap County Parks) hereinafter referred to as the "Union."

ARTICLE I. RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

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

SECTION B - UNION MEMBERSHIP

Section 1. 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.

Section 2. 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.

SECTION C - UNION/EMPLOYER RELATIONS

All collective bargaining regarding wages, hours and working conditions of employment shall be conducted by authorized representatives of the Union and the Employer. The Union and Employer agree that if any new classifications are established within the Parks Department, which are appropriate to this bargaining unit, both parties will meet to negotiate the wages, hours and working conditions. Any agreements on new

classifications shall become effective only when signed by both the Employer and the Union.

SECTION D – DEFINITIONS

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

1. Bargaining Unit:
 - a. Included: All full-time and part-time employees of the Parks Department of Kitsap County within the classifications listed in APPENDIX A.
 - b. Excluded: Supervisors and confidential employees of the Parks Department, and all other employees of the Employer.
2. Designee: Shall mean a supervisory or professional/management level employee, who is not a member of the bargaining unit, who is assigned specific authority to act on behalf of the Director.
3. Director: Shall mean Director of the Parks Department.
4. Employer: Shall mean County of Kitsap, Washington.
5. Full-time Employee: An employee who is hired to work a yearly pre-determined schedule of at least 40 hours per week.
6. Grievance: Shall be defined as a dispute or disagreement arising between the employee/Union and the Employer with regard to the employee's safety, and/or to the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in Article I, Section I.
7. Overtime: Shall mean all work performed in excess of forty (40) hours actually worked in any one work week.
8. Part-time Employee: A regular employee in a budgeted position who is hired to work a predetermined schedule of twenty (20) hours or more but less than forty (40) hours per week.
9. Probationary Employee: An employee serving a test period of work evaluation as a new employee or a promoted employee prior to regular status as a new or promoted employee. Newly hired probationary employees terminated during or at the conclusion of the test period and promoted probationary employees demoted during or at the conclusion of the test period, have no rights of appeal or recourse to the grievance procedure, for said termination or demotion decision. Probationary employees shall have all other rights and privileges of this Agreement except those rights as may be limited in a Section or Article contained

herein. A probationary employee is eligible to use accrued annual and sick leave and their floating holiday.

10. Probationary Period:

- a. New Hire. The probationary period for a newly hired employee shall be six (6) months unless the employee was in an unpaid status, then his/her probationary period shall be extended by that amount of time. Newly hired probationary employees may be terminated at any time during or at the conclusion of the six (6) month test period.
- b. Promoted Employee. The probationary period for a promoted employee shall be six (6) months unless the employee was in an unpaid status, then his/her probationary period shall be extended by that amount of time. Promoted employees may be deemed to have failed the probationary status at any time during or at the conclusion of the test period. In the event the employee fails probation in the promotional position, the employee shall be restored to his/her position or an equivalent position in the same wage grade at the step previously held.

11. Promotion: Advancement from one job classification to a higher job classification within the department of current employment.

12. Reclassification: An increase/decrease in the level of responsibilities, tasks and duties of a position which changes areas of emphasis, the level of skill required and qualification requirements as they relate to the current position. A reclassification upgrade is not to be used as a merit raise or as a reward for employment longevity, nor is it to be used to reflect an increased volume of work at the same level of responsibility that the incumbent is currently performing. Due to an overall increase/decrease in responsibilities of a position, the monetary compensation (pay range) established for the position may increase/decrease.

13. Regular Employee: An employee who has successfully completed his or her probationary employment period. Regular employees are credited with continuous service from the date of hire.

14. Seniority: Length of credited service with the Parks Department by an employee which includes periods of authorized paid leave. An employee who is terminated and re-employed or who is laid off and re-employed or rehired within one (1) year from the date of termination or layoff, shall have his/her seniority adjusted by the time between termination and re-employment.

15. Union: Shall mean Teamsters, Local 589.

16. Work Week: A work week shall consist of forty (40) hours in a seven (7) day period; **provided**, the work week as defined does not constitute guaranteed hours of work by the Employer.

SECTION E - NON-DISCRIMINATION

1. Neither the Employer, Union, nor any employee shall in any manner whatsoever discriminate or retaliate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; gender identity or expression; sexual orientation; veterans or military status, marital status; national origin; age; HIV status; genetic information or sensory, mental or physical disabilities; **except**, that such factors may be considered in employment decisions where determined to be a bona fide occupational qualification under the guidelines promulgated by the Federal Equal Employment Opportunity Commission.
2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the required sex of any employee or job applicant.
3. No employee shall be discharged or discriminated or retaliated against for upholding lawful Union activities, fulfilling duties as an officer in the Union, or serving on a Union committee or member thereof, or exercising the Employee's rights as a Union member or non-member.

SECTION F - MANAGEMENT RIGHTS

Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the bargaining unit and the Union hereunder are limited to those specifically set forth in this Agreement and Personnel Manual. The Employer retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement. The Employer shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

SECTION G - UNION OFFICIALS' TIME OFF

An employee in the Bargaining Unit (Shop Steward and/or a member of the negotiating committee) may be granted time-off (on County time) while engaged in local union business or negotiations provided:

1. They notify the Director or authorized designee, in writing at least forty-eight (48) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement;
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 which in any way interferes with the operation or normal routine of any department.

SECTION H - BULLETIN BOARD

The Employer shall provide suitable bulletin board space for the posting of notices relating to Union business at the following locations: Parks offices at the Fairgrounds Building, and the Wildcat Lake Maintenance Buildings.

SECTION I - GRIEVANCE PROCEDURE

1. Purpose: The Employer and Union recognize the importance of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this goal, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances in good faith. There shall be no suspension of work or impediment in the operation of the County during the grievance process.
2. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee/Union and the Employer with regard to the employee's safety and/or to the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in this section. Oral reprimands shall not be subject to the grievance procedure. An employee or Union may grieve a written reprimand up to Step 3 of the grievance procedure. The Union may select arbitration to resolve disputes or issues involving disciplinary action involving loss of pay or benefits by an employee.
3. Union Representation: Throughout the grievance procedure, an aggrieved employee shall have the right to represent himself or to be represented by a Union official.
4. Grievance Procedure:

Step 1 - Oral Discussion - The aggrieved employee, with or without Union representation, shall meet with the Director or designee within thirty (30) working

days of the alleged grievance, or knowledge of alleged grievance, to attempt to resolve the difference at that level. The Director or designee shall attempt to resolve the grievance within ten (10) working days after it is presented.

Step 2 - Written Grievance - If no settlement is reached in Step 1, the aggrieved employee, with or without Union representation, shall reduce to writing a statement of the grievance or complaint which shall contain the following: (a) the facts upon which the grievance is based; (b) reference to the section or sections of the agreement alleged to have been violated; and (c) the remedy sought. The written grievance shall be filed with the Director or designee within twenty (20) working days following the meeting in step one. The Director, or his/her designee, shall conduct an investigation and shall notify the aggrieved employee and the Union in writing of the decision and the reasons therefore within ten (10) working days after receipt of the written grievance. In the event the Director is not available to receive a written grievance, then such grievance shall be filed with his/her Officer Supervisor. If the grievance is filed with the Director's Office Supervisor, then the period during which the Director, or his/her designee, shall have to investigate and notify the aggrieved employee of the decision shall begin on the first working day after such individual returns..

Step 3 - If satisfaction is not reached in Step 2, the employee or Union representative may present the grievance in writing to the County Administrator within twenty (20) working days following receipt of written decision Step 2. Upon receipt, the County Administrator shall conduct the grievance hearing. The hearing shall be held and a decision shall be rendered within fifteen (15) working days of receipt of the grievance. In the absence of the County Administrator, the Chair of the Board of County Commissioners, or designee, shall conduct the Step 3 grievance hearing.

Step 4 – Board of Adjustment. Upon agreement of the parties, an unresolved grievance may be submitted to a Board of Adjustment. The four-person Board of Adjustment will be convened by the parties to issue a decision. There will be two Union-appointed representatives and two Employer-appointed representatives that will hear the grievance. The majority decision of the Board will be binding upon the parties. In the event no decision is issued by a majority of the panel, either party may submit the dispute to binding arbitration, set forth in Step 5 below.

Step 5 - Arbitration - In the event a grievance is not satisfactorily settled in Step 3, the Union may submit the matter to arbitration under the procedures described below. The Union's request for arbitration must be made within twenty (20) working days after receipt of the Step 3 decision.

- a. Arbitrator Selection. In regard to each case reaching Step 5, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within twenty (20)

working days of the submission of the written request for arbitration, a list of nine (9) names shall be jointly requested by the parties from the Public Employment Relations Commission (PERC) or the FMCS local regional list of arbitrators within five (5) working days of the parties' failure to mutually agree upon an arbitrator. PERC selection procedures shall be followed. Aside from arbitrator selection procedures, the parties do not adopt other PERC arbitration rules.

- 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 comments 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 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, 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, designated by the arbitrator. If the case briefing is 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 cost associated with the jointly requested list of nine (9) names from the Public Employment Relations Commission (PERC) and the fee and expenses of the arbitrator, shall be paid by the party ruled against by the arbitrator. In the event that the arbitrator's decision provides for a split ruling, the arbitrator shall then

determine the appropriate share of the total cost that will be paid by each party.

5. Time Limits: Any time limits stipulated in this Article may be extended for stated periods of time by the parties by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee fails to advance his 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. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays.

SECTION J - JOB VACANCIES

Employer shall post all bargaining unit vacancies at the following locations: Parks offices at the Fairgrounds Building, and the Wildcat Lake Maintenance Buildings and or electronically. As a courtesy, the Employer will also make a good-faith effort to notify the Union of any bargaining unit job postings. The Director shall post notice of job vacancies for both new and existing positions in one of the following ways, at his/her option, within this bargaining unit:

1. Promotions. The Director may fill a job vacancy from within the department through an internal departmental posting only. Such notice shall be posted a minimum of five (5) working days before filling job vacancy.
2. Internal Posting. The Director may post notice of job vacancy internal to the County for existing County employees only instead of or prior to outside posting to the general public. Such notice shall be posted a minimum of five working days before filling job vacancy.
3. Outside Posting. The Director may post notice of job vacancy to the general public. Such notice shall be posted ten working days before filling job vacancy. In the event the ten (10) days posting requirement imposes an unusual hardship upon the Employer, the Employer may reduce the posting period to five (5) working days.

Copies of all notices of job vacancies within the Parks Department, for positions represented by the Union, shall be provided to the union designated shop steward.

4. Transfer. Upon agreement by an Elected Official/Department Director and an employee, or to meet the needs of the Employer, a transfer may be made. An employee transferring to a new position should possess the minimum qualifications for that position and be subject to a six (6) month probationary

period. The transferred employee may be provided the right to retreat as determined, in writing, by the Elected Official/Department Director at the time of transfer. An employee transferred to a different classification will retain his/her current salary or be placed on a new salary scale as near to their previous wage as possible, if mutually agreed in advance.

Employer agrees to provide informational position of other County vacancies at the designated locations. Such postings shall be made in good faith and shall not constitute a contractual obligation subject to the grievance procedure. Employer also agrees to display County Job Line telephone number at the three designated locations.

SECTION K - PROMOTIONS, RECLASSIFICATIONS AND WORK PERFORMED IN HIGHER CLASSIFICATION

1. Promotions: When an employee is promoted from one classification to another, the employee's actual salary for the job into which the employee is promoted shall be greater than the employee's salary of the formerly held position.
2. Reclassifications: In the event that an employee is required to perform the duties of a higher job classification, on an ongoing basis, the employee may seek reclassification by bringing the situation to the attention of the Director. Thereafter, the employee may complete a reclassification request form and submit it to the Director. Upon receipt of the request, the Director, in consultation with the Human Resources Division, shall review the merits of the request and submit such recommendations to the Board of County Commissioners within sixty (60) days. The Board of County Commissioners shall review such recommendations and render a decision within thirty (30) days.
3. Work Performed in Higher Classification: An employee who performs work of a higher job classification for one (1) work week, shall be paid the wages of the higher job classification for all time in excess of one week; **provided**,
 - a. That the referenced one week, and time in excess of one week, shall relate to consecutive work days for each separate and specific incident or job project, and
 - b. Employee(s) must be determined qualified by the Director, and
 - c. The Employee(s) working out of class is performing the complete scope of work in the higher job classification.

SECTION L - LAYOFF AND RECALL PROCEDURES

1. In the event of a layoff, seniority and ability shall be the factors in determining which employees, within the affected classification will be laid off. When ability is substantially equal, seniority shall be the determining factor. Seniority, as used

within layoff procedure, shall be defined as seniority within the affected classification. Employee(s), within classification families as Lead and Fiscal Technician 2, who are affected by a layoff may request demotion in lieu of layoff to a lower classification within the classification family. Employees within classification families, such as Fiscal Technician 2, shall be entitled to seniority credits for all time served in both classifications when requesting a demotion to the lower classification in lieu of a layoff; **provided**, no such demotion shall result in the layoff of a regular employee within the lower classification who has greater seniority. No regular employee shall be laid off or demoted while there are extra help or probationary employees serving within the affected classification. Employees laid off shall be given two (2) weeks' notice in writing or, at the Employer's option, two (2) weeks' separation pay.

2. Recall within department of layoff. When the Employer rehires in a department after a layoff has occurred, the Employer shall first attempt to rehire those employees who were laid off from the affected classification within the department in the reverse order of their layoff, if they are available for work. In addition, laid off employees shall be considered, if available for work, for positions of equal or lower classifications for which they meet the minimum qualifications.
3. Re-employment in other departments. Laid off employees may request to be considered for reemployment in other County departments for positions within current classification or any equal or lower classification for which they are determined to meet the minimum qualifications. Laid off employees shall notify the Human Resources Division and shall complete a Layoff Personnel Form identifying positions for which they are potentially qualified. Qualified employees shall receive consideration by individual departments prior to open recruitment and hiring of new employees for regular full-time or regular part-time position vacancies. Laid off employees shall be eligible to receive such consideration for a period of one (1) year from their effective date of layoff.
4. It shall be the responsibility of the employee on layoff to inform the Employer of any change of his/her address. Notification of recall shall be by registered mail and employee response required within ten (10) days of notification. Employees who refuse an offer to be recalled or fail to respond to the answer will relinquish their recall and reemployment rights set forth in this Section unless the failure to respond was outside of the employee's control.
5. Employees rehired or reemployed within twelve (12) months shall return with County seniority for purposes of computing fringe benefits, except the period of layoff shall not be counted. Laid off employees shall retain seniority for recall purposes for twelve (12) months following the effective date of the layoff. Fringe benefits shall include annual leave, sick leave and longevity. Employees' accrued but unused sick leave balances shall be restored upon recall or reemployment within the twelve (12) month period.

SECTION M - EMPLOYEE DISCIPLINE

The Employer shall administer progressive disciplinary action in accordance with the following procedures:

1. STEP 1 - Oral Warning - Oral warnings shall be used for minor offenses. The supervisor shall discuss the offense and warn the employee not to repeat the behavior. Repeated violations of this category may result in written warnings or more severe disciplinary action.
2. STEP 2 - Written Reprimand or Warning - Written warnings shall be used for more serious problems or offenses as a first step or for repeated incidents where an oral warning has failed to correct behavior. This warning shall be in the form of a signed letter by the supervisor to the employee listing the violations or failures of the employee and clearly stating that corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in a confidential envelope in the employee's file in the Human Resources Division. Copies of any such written warnings shall be sent to the Union.
3. STEP 3 - Suspension Without Pay - Suspensions without pay may be administered short of discharge when the offense is of a serious enough nature usually sufficient for discharge or when the inappropriate conduct or performance has continued subsequent to oral or written warnings but when circumstances related to an employee's overall performance would not warrant immediate discharge.

When termination, demotion or suspension without pay is considered possible, the Director, or designee, may temporarily suspend the employee with pay and no loss of benefits to investigate a situation to determine what further disciplinary action may be justified.

4. STEP 4 - Discharge - Instances which warrant discharge without a prior warning notice or suspension may include, but shall not be limited to, such conduct as theft, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job. Repeated offenses may warrant the discharge of an employee, if such conduct has been documented by the supervisor and behavioral changes have not resulted from previous warnings and/or suspension. A Pre-Termination hearing shall be conducted prior to any discharging of an employee.
5. The employee has the right to request a review of written reprimand or warning, suspension, or discharge in the presence of a Union official/designee and supervisor.
6. Employer shall make every effort to issue a written reprimand within ten (10) working days from the date of alleged infraction or incident or the date when the

Employer is aware of the alleged infraction or incident. If the Employer is unable to issue a written warning, pre-disciplinary or pre-termination letter within thirty (30) working days from the date of the alleged infraction or incident or the date when the Employer was aware of the alleged infraction or incident, the Employer will notify the Union of the reason for the delay and the anticipated date the final decision will be made.

7. An employee discharged for disciplinary cause shall not be entitled to a two-week separation pay or two weeks written notice.
8. The County's Personnel Manual Chapter 12 contains a non-exclusive list of violations and acts of misconduct for which an employee may be disciplined or discharged with just cause under this section. The Employer will make a good faith effort to have copies of these policies available in major work areas for employee review.

SECTION N - PAY PERIODS

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

SECTION O - PAYROLL DEDUCTION

Upon written authorization of an employee, the Employer shall 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 and additional withholding taxes. Employer agrees to allow employees to initiate direct deposits to banks designated through the County's computer systems/programs for Personnel and Financial Management Systems.

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.

SECTION P - NO STRIKE CLAUSE

1. 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 efforts 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 slow-downs as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discharge.

2. 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 shall be subject to discharge.

SECTION Q - SAVINGS CLAUSE

1. The Union and the Employer shall refer to the Employer's Personnel Manual to resolve matters not covered by this Agreement or for elucidation of matters covered by this Agreement; **provided**, nothing contained in the Employer's Personnel Manual shall degrade from the provisions of this Agreement. The Human Resources Division will provide a copy of the Personnel Manual to the Union upon request.
2. 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 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.

SECTION R - ENTIRE AGREEMENT CLAUSE

1. 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.
2. 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 II. ECONOMICS, HOURS, INSURANCE

SECTION A – WAGES

1. Effective the first full pay period in January 2019, a new top step shall be added to the Maintenance & Operation Worker pay grade (A2) set 2.5% above the preceding step. Any employee who has been at Step 14 for twelve or more preceding months shall move immediately to the new Step 15. That step movement will not impact the employee's regular step anniversary date.
2. Effective with the first full payperiod in January 2020, a new top step shall be added to all other paygrades set 2.5% above the preceding step.
3. A one-time only lump sum payment equal to 0.5% of base annual wages will be made to each active employee's deferred compensation account with the Washington State Deferred Compensation Plan (State DCP) in both the the first full pay period of July 2019 and July 2020; base wages will be calculated based upon the wages in effective on the Friday prior to that first full pay period in July of each year, and deposited into employee's active state DCP accounts on the next regularly scheduled pay day. The County will work with bargaining unit members to ensure each employee has an open and active account prior to July 2019.
4. Effective the first full payperiod in January 2020, the payscale 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.

SECTION B - SALARY STEPS/EVALUATIONS

Step movement shall be as follows.

1. Employees placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary 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 anniversary date in current position. Step increases will be received annually until the top step is reached; **provided**, the employee achieves the minimum performance score on their evaluation that entitles them to the step increase as defined in Article II, Section B.3.c. Employees hired on or after January 1, 2020 will receive a one-step (2.5%) increase following six months of service until they reach step 5, and then step increases will be received annually until the top step is reached; **provided**, the employee achieves the minimum performance score on their evaluation that entitles them to the step increase as defined in Article II, Section B.3.c.

In 2019, as a one-time only adjustment, employees will receive their step increases as follows, provided the employee achieves the minimum performance score as part of the pilot program establishing a new performance evaluation and feedback system:

Current step anniversary date	2019 Step anniversary date
January 1 – March 31	January 1
April 1 – June 30	April 1
July 1 – September 30	July 1
October 1 – December 31	October 1

This adjustment for 2019 will not change employees' regular step anniversary dates for 2020.

2. Employee Evaluations:

- a. Every new employee shall be evaluated on or about the 90th and 180th calendar days after employment. Every full-time or part-time employee shall be evaluated annually thereafter. Annual employee evaluations will be scheduled at least one month before the employee's step advancement eligibility date, or annually at the employee's anniversary date of employment. Additional personnel evaluations may be used when deemed appropriate by the Director and agreed upon by the employee. Evaluations shall be used as a factor in granting regular status, promotions, merit increases, transfers, demotions, layoffs and terminations.
- b. No evaluation shall be used or considered valid unless the following requirements have been substantially met:
 - (1) It is in writing, completed, dated and within the required time frame.
 - (2) It has been performed as part of the periodic evaluation program and within the required time frame.
 - (3) At the employee's option he/she may request twenty-four (24) hours advance notice that the evaluation will be made.
 - (4) The employee has had, if he/she so desires, two (2) days to study his/her evaluation prior to the required discussion with the Employer and prior to the evaluation being acknowledged by the employee signature. In no event shall an employee refuse to sign an evaluation. By signing an evaluation an employee only acknowledges and does not necessarily concur with the evaluation.

- (5) An employee may challenge an evaluation through the grievance procedure set forth in Article I Section I.
- (6) The employee may file a rebuttal statement and the statement shall become a permanent part of the employee's personnel file.

c. Score Requirements:

- (1) The following minimum performance scores are required in order for an employee to be entitled to a step increase:

<u>Step</u>	<u>Required Score</u>
2 – 8	3.0
9 – 11	3.5
12 – 14	4.0

- (2) An average score of 3.0 must be maintained to be eligible for advancement from Step 1 through Step 8,
- (3) An average score of 3.5, with a minimum of 3.0 on each element, must be maintained to be eligible for advancement from Step 9 through Step 11, each year following their date of hire or last advancement.
- (4) An average score of 4.0, with a minimum of 3.0 on each element, must be maintained to be eligible for advancement from Step 12 through Step 14, each year following their date of hire or last advancement.
- (5) Does Not Meet Score Requirements for a Step Increase: If an employee receives an evaluation score that does not meet the score requirements to be eligible for a step increase, at the discretion of the Employing Official, the employee may be re-evaluated in 60-180 days. 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 that date and their evaluation date shall be adjusted to the new date.

SECTION C - LONGEVITY BONUS

- 1. All employees hired prior to January 1, 2014, shall receive an annual longevity bonus, the amounts which follow, on the second pay period of the employee's anniversary month of employment:

After 5 thru 10 years service	1.5% of annual salary on anniversary date.
After 10 thru 15 years service	2% of annual salary on anniversary date.

After 15 thru 20 years service	2.5% of annual salary on anniversary date.
21+ years service	3% of annual salary on anniversary date.

2. In the event that an eligible employee terminates employment for any reason, the employee shall receive a longevity bonus in a prorated amount which is computed as follows: The number of months between the employee's anniversary date and termination date shall be divided by twelve, and the result multiplied with the appropriate annual longevity bonus.
3. 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 employee's continuous service date excluding the lay-off 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 employee's continuous service date excluding the period of separation if the period of separation does not exceed thirty (30) days. During the employee's first year of re-hire, she/he shall receive a longevity bonus prorated based upon the service time completed from the date of rehire to their adjusted service date.
4. Regular full-time or part-time employees hired on, or after, January 1, 2014 shall not be eligible for the Longevity Bonus. None of the provisions contained in this Section C shall apply to those employees, effective January 1, 2014.

SECTION D - MILEAGE REIMBURSEMENT

The 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 location. In the event an employee chooses to drive his/her private vehicle when a County vehicle is available, he/she shall not be reimbursed for mileage.

SECTION E - HOURS OF WORK

1. Work Week: A work week shall consist of forty (40) hours, in a seven (7) day period, beginning Monday and ending Sunday; Provided, the work week as defined does not constitute guaranteed hours of work by the Employer.

2. Annual hours of work will be based on the established budgeted FTE. Work schedules may vary based on the seasonal needs of the department. Wages shall be based on actual hours worked. Accruals for annual, sick, all other leaves, and holiday pay will be prorated based on the annual FTE.
3. An employee who is instructed to report to work shall be guaranteed four (4) hours work or pay during the work day; **provided**, this shall not apply for "Call Back," as provided in Article II, Section I.
4. **Shift Assignment:**
 - a. Any continuous eight (8) hours worked within each workday, as assigned by the Director, or his/her designee; **provided**, employees shall be provided with ten (10) days of advance notice prior to any shift changed. **Provided further**, the ten (10) days advance notice shall not apply in case of an emergency **or** when mutually agreed by employee and Director, or designee.
 - b. Shifts shall consist of five (5) consecutive days on and two (2) consecutive days off.
5. At the discretion of the Director, a four (4) day work week may be implemented. Should a four (4) day work week be implemented, overtime provision shall be based upon a forty (40) hour work week.
6. **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 callback should the workload require it. The Union and the employees shall work with the Employer to insure that rest breaks are not abused but are used within the time frames and for the purpose intended.
7. **Meal Periods** - The Employer shall provide each employee with an unpaid forty-five (45) minutes for a meal between the third (3rd) and fifth (5th) hour of each shift. All employees shall be allowed to leave the premises for meals, unless directed by supervisor to remain at facility. In such event, the employee would be compensated per Article II, Section F.

SECTION F – OVERTIME

1. All foreseeable overtime work must be authorized in advance by the Director or his/her designee to be eligible for compensation. Employer will make a reasonable effort to ensure that all foreseeable overtime work opportunities are offered and assigned to qualified employees on an equitable basis, **provided**, advance authorization shall not be necessary when, in the employee's best judgment, timely completion of work in progress is essential to protect the public

health and safety. **Provided further**, employee(s) shall notify their lead worker or division supervisor at the earliest opportunity.

2. All hours actually worked in excess of forty (40) hours in any one (1) work week shall constitute overtime and shall be compensated with compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of overtime worked, up to a maximum of 240 hours. Employees shall have the right to refuse the overtime assignment. Overtime shall be compensated in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes shall be compensated as fifteen (15) minutes.
3. No employee may accrue more than 240 hours of compensatory time. All compensatory time earned between April 1st and Labor Day weekend must be used by March 15th of the following calendar year. In the event the compensatory time is not used, any unused compensatory time will be cashed out.

SECTION G – INSURANCE

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. Employee contributions will be used to pay claims first.

1. **Medical Insurance Contributions:** , The County will make medical contributions as follows:
 - a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, 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 rates increase by three percent, both the County and employee rates will increase by three percent. 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.
 - b. **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 percent of a full-time FTE.

2. **Waiver of Medical Coverage:**

- a. **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.
- b. **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. This pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65.

3. **Double Coverage:** County employees may have double coverage under County-sponsored medical plans (i.e., employees may cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).

4. **Dental Benefits, County Contribution:** In 2016, the County will make contributions as indicated below.

a. County Contribution:

- (1) **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. The 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.
- (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.

b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.

- c. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington (formerly WDS) plan C – Option 2 (\$1,000 a year maximum benefit).
 - d. 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.
5. **Life Insurance:** For 2016, 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.
 6. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
 7. **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.
 8. **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.
 9. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
 10. **Pre-tax payments:** Effective with the benefit year of 2018, all employee contributions will be made pre-tax.
 11. **WA Paid Family & Medical Leave:** Effective January 1, 2019, the County will contribute thirty-seven (37%) of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04. In the event the County agrees to pay more than this state mandated minimum for any non-interest eligible bargaining unit, the County agrees to pay that same additional amount for Guild bargaining unit members.
 12. **Third Party Administrator:** The parties recognize that the County is issuing a request for proposals to select a new vendor to administer the medical and pharmacy benefit plans currently administered by Premera; this change would take effect 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 for the plan design, except as mutually agreed upon by the parties.

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 such rules. Any such 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.

SECTION H - STANDBY PAY

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) hour basis for emergency work at one of the park sites. Such employee shall have access to a communication device capable of summoning his/her attention. 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. Additional compensation for being on "standby" status shall be \$15.00 per each twenty-four (24) hour period.
2. Employer will post and maintain a standby duty roster, as necessary and appropriate to comply with the provisions of this Section.
3. An employee on standby status shall be subject to call back duty as described in Article II, Section I.
4. 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 Director or designee in writing.
5. The standby shift shall begin at 4:30 p.m. and end at 4:30 p.m. the following day, as determined by the Director. The period of time for which Standby will be necessary shall be determined by the Director.

- 6 Standby shift(s) shall be offered to those who are qualified (as determined by the Director) based on seniority.

SECTION I - CALL BACK

1. An employee who has left work and is called back to work within the same workday, after completion of his/her regular day's shift, shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular rate per hour of pay or one and one-half (1-1/2) hours compensatory time off in lieu of overtime; Provided, however, if the employee's regular shift starts less than two (2) hours from the time he/she started work on the callback, he/she shall receive one and one-half (1-1/2) times his/her regular rate of pay or compensatory time off for only such time as occurs before the commencement of his/her regular shift.
2. If an employee is called by telephone after his/her scheduled shift for technical assistance regarding operations and maintenance, he/she shall receive no less than fifteen (15) minutes overtime pay and then will be paid for all actual time spent after fifteen (15) minutes.

SECTION J - SHIFT DIFFERENTIAL

Employees shall receive twenty-five cents (25¢) per hour for all actual hours worked from 9:00 p.m. to midnight and thirty-five (35¢) per hour for actual hours worked from midnight to 6:00 a.m.

SECTION K – UNIFORMS

Employer shall provide uniforms for employees within the classifications of Maintenance Worker. Employees within this classification shall wear their uniforms in accordance with directions by the Director or designee.

ARTICLE III. LEAVE SCHEDULES AND ACCRUALS

SECTION A – HOLIDAYS

1. The following days shall be paid holidays for all full-time employees covered under this Agreement:

COMMONLY CALLED

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September

Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day Following Thanksgiving Day	4 th Friday in November
Christmas Day	December 25 th
Two Floating Holiday	
Two Unpaid Holidays	

2. 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.
3. The two floating holidays may be taken by an employee, including a probationary employee, at any time during the calendar year with prior approval of the Employing Official. The employee must submit his or her request to use the floating holiday at least seven (7) days in advance of the date he or she desires to use the holiday. The floating holidays shall not be carried over into the succeeding calendar year and must be taken in full day increments
4. If a holiday is celebrated on one of the employee's regular days off, he/she shall receive an additional day (eight hours) of annual leave for each such holiday.
5. If an employee is required to work on one of the preceding holidays, he/she shall receive an additional one and one-half hours of annual leave for each hour worked for each such holiday.
6. An employee, who is on a leave of absence without pay, the day before or the day after the recognized paid holiday, shall not be eligible to receive holiday pay.
7. Regular, full-time employees receive eight (8) hours compensation for each holiday. Part-time employees receive prorated holiday compensation based on the employee's established and approved FTE status. Eligible part-time employees accrue prorated holiday leave based on the employee's established and approved FTE status.
8. For an employee on a 4-10 work schedule who does not work on a holiday, the employee shall receive eight (8) hours of holiday compensation and shall take two (2) hours of annual leave for each holiday; **provided**, however, the employee shall have the following alternative option, subject to the approval of the Director or designee:
 - a. For each holiday, the employee shall receive eight (8) hours of holiday compensation and shall take two (2) hours of unpaid leave in lieu of using annual leave; **provided**, this unpaid leave will not be subject to the requirements of Article III. Section G.1 (Leave of Absence Without Pay). As a result of electing this alternative option, employees may have their total compensated hours reduced by the number of unpaid holiday hours in that pay period. The following restrictions apply:

- i. This alternative option will be available starting April 1, 2016.
 - ii. For 2016, employees must declare their choice of this alternative option no later than April 1, 2016 and this option will be applied to all remaining holidays in 2016.
 - ii. For each subsequent year, employees must declare their choice of this alternative option no later than December 1st of each year and this option will be applied to all holidays for the following calendar year.
9. Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Director or his/her designee, in accordance with State Senate Bill 5173. 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.

SECTION B - ANNUAL LEAVE

1. Annual leave with pay shall be earned as follows:
 - a. Upon employment - 12 days per year (96 hours per year) accumulating at a rate of approximately 8 hours per calendar month.
 - b. Upon completion of three year's employment - 15 days per year (120 hours per year) accumulating at a rate of approximately 10 hours per calendar month.
 - c. Upon completion of five year's employment - 20 days per year (160 hours per year) accumulating at a rate of approximately 13.33 hours per calendar month.
 - d. Upon completion of ten year's employment - 25 days per year (200 hours per year) accumulating at a rate of approximately 16.66 hours per calendar month.

Provided, current employees who, on January 1, 1993, have fifteen (15) years of employment shall continue to earn thirty (30) days of annual leave per year (240 hours per year) accumulating at a rate of approximately 20 hours per calendar month.

2. Employees shall make every attempt to use annual leave during the year in which it is earned and are responsible for ensuring that they schedule their leave to avoid forfeiting leave at the end of the calendar year. No more than 45 days annual leave (360 hours) may be carried from one calendar year to the next. Requests for leave must be approved in advance by the Director or his/her designee. Annual leave shall be taken at times mutually agreeable to the employee and the Director. 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 Director shall make the final determination with consideration toward seniority and prior requests. If an employee is prevented by the Director from taking annual leave and if, as a result of such, the employee has more than 45 days annual leave (360 hours) accumulated on December 31, then the employee shall be paid for such leave in excess of 45 days (360 hours) at the salary rate then being paid to the employee.
3. In recognition of the mutual interest of the Employer and the employees to provide high quality service to the public at all times, employees agree to exercise good judgment in requesting annual leave or compensatory time off during the department's busiest times of the year. Between April 1 and September 15 of each year, employees may request and receive up to five (5) consecutive days off, **provided** that such requests shall be submitted to the Director at least one month prior to the first day of requested leave. **Provided further**, that the Director reserves the right to reject such requests if the requested time off will adversely impact the department's ability to provide programs or maintain facilities at an acceptable level. Such decision shall not be grievable.
4. Upon separation of an employee by resignation with two weeks notice, 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. Cash payment for unused accrued annual leave upon separation by retirement will not be allowed in excess of 240 hours. However, if an employee has accrued annual leave in excess of 240 hours, the employee shall be continued on the payroll for the time equivalent to the amount of excess annual leave.
5. An employee who fails to give two weeks notice on resignation shall forfeit ten (10) days of accrued annual leave and be paid for balance over ten (10) days.
6. All requests for annual leave submitted to the employee's Supervisor shall be acted upon and the employee shall be notified of such decision within seven (7) days of request.
7. Eligible part-time employees accrue prorated annual leave based on the employee's established and approved FTE status.

SECTION C - SICK LEAVE

1. Employees hired on or after January 1, 2004, shall earn twelve (12) days (96 hours) of sick leave per year, or 8 hours per calendar month; provided, no more than 150 days sick leave may be carried from one calendar year to the next.
2. Employees hired on or after September 16, 1985 and prior to January 1, 2004, shall earn fifteen (15) days (120 hours) of sick leave per year or 10 hours per calendar month; **provided**, no more than 150 days sick leave may be carried from one calendar year to the next.
3. Employees hired before September 16, 1985, shall earn eighteen (18) days (144 hours) of sick leave per year or 12 hours per calendar month; **provided**, no more than 150 days sick leave may be carried from one calendar year to the next.
4. The Employer agrees to comply with all applicable state laws and regulations regarding the use of paid sick leave. Employees may use sick leave in accordance with the provisions set forth in the County's Personnel Manual.
5. Each January, at the employee's option, he/she may convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio (10:1). (As an example, if the employee earned 15 days sick leave in 1985 and used no sick leave, they could convert the 15 days to 1.5 days annual leave.) If an employee chooses to convert his/her sick leave, he/she forfeits that amount of sick leave and must use the converted annual leave within the calendar year. Under no circumstances will an employee receive cash payments for converted leave on the books. The employee must submit his/her request for conversion to their Director on or before January 31.
6. Employees who have exhausted their sick leave may request to use other accrued leave. If not approved, employees will be placed on unpaid leaves of absence. Absent an approved request to use other accrued leave, employees will be placed on unpaid leaves of absence.
7. 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.
8. Eligible part-time employees accrue prorated sick leave based on the employee's established and approved FTE status.
9. Employees may use up to two days of sick leave annually to volunteer at their child's or grandchild's school or at a recognized 501 (c)(3) nonprofit organization that provides services to Kitsap County residents, pursuant to the County's Employee Volunteer Activities Policy.

SECTION D - BEREAVEMENT LEAVE

Bereavement leave with pay is allowed when an employee experiences a death in the employee's immediate family. No more than three working days (shifts) of bereavement leave is allowed per occurrence and is not cumulative. Additional time off required for grieving may be authorized as sick leave. Immediate family for purposes of this section includes the following (whether related by blood or marriage):

- Children (includes foster children & in-laws)
- Parents (includes in-laws & steps)
- Siblings (includes in-laws & steps)
- Grandchildren
- Grandparents
- Spouse/DP
- Aunt, Uncle, Niece, Nephew
- Spouse's/DP's children
- Spouse's/DP's parents
- Spouse's/DP's siblings
- Spouse's/DP's grandchildren
- Spouse's/DP's grandparents

SECTION E - CIVIL LEAVE

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.

SECTION F - MILITARY LEAVE

1. 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 or Armed Forces of the United States, shall be entitled to military leave with pay pursuant to the provisions of state law.
2. 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 States Public Health Service, may seek leave of absence as set forth within this Agreement and, upon return, shall be entitled to reemployment pursuant to the provisions of state and federal law.

SECTION G - LEAVE OF ABSENCE WITHOUT PAY

1. Any employee may take leave of absence without pay upon prior written approval by the Director. No approved leave of absence under this section shall be taken unless the employee first expended all accumulated leave, if allowable; provided,

this prohibition may be waived upon application to and at the discretion of, the Board of County Commissioners.

2. 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.
3. Leave of absence shall be granted at the sole discretion of the Employer.
4. 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 and Employer premiums. **Provided further**, for calculations of seniority, the leave of absence without pay period shall be deducted.

SECTION H - 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 IV. FUTURE NEGOTIATIONS

1. Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force from the date fully executed and shall remain in full force and effect until December 31, 2020.
2. 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.
- 3.

On or before September 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.

4. The County is anticipating replacing its payroll and HRIS system in 2019 and the parties agree to reopen to address changes that may be necessary to implement the new system.

ARTICLE V. 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 employees of Kitsap County, employees may be directed to perform a role other than their regular job, by employees' Elected Official/Department head or designee or by law. An employee may be called on to perform services as an Emergency Worker as defined in RCW 38.52.010(4), 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.

DATED this 13th day of March, 2019

TEAMSTERS, LOCAL 589



Mark Fuller, Secretary-Treasurer

DATED this 25 day of MARCH, 2019

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



EDWARD E. WOLFE, Chair


CHARLOTTE GARRIDO, Commissioner


ROBERT GELDER, Commissioner



ATTEST:


Dana Daniels, Clerk of the Board

BARGAINING UNIT POSITIONS

Fiscal Support Technician

M&O Worker

County Worker

Office Support Assistant

Office Support Specialist

APPENDIX B

Parks Salary Schedule

Teamsters Local 589 - Parks Salary Schedule (F Pay Scale)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15*	Effective 1.6.2020
Pay Grade: FA0																	
Job Type	Description																
CW0FAN	County Worker	\$ 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	
		\$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	
																	Effective 1.7.2019
Pay Grade: FA2																	
Job Type	Description																
MO1FAN	M&O Worker	\$ 35,318.40	\$ 36,192.00	\$ 37,107.20	\$ 38,043.20	\$ 39,000.00	\$ 39,977.60	\$ 40,976.00	\$ 41,995.20	\$ 43,035.20	\$ 44,116.80	\$ 45,219.20	\$ 46,342.40	\$ 47,507.20	\$ 48,692.80	\$ 49,920.00	
OS1FAN	Office Support Ass't	\$16.98	\$17.40	\$17.84	\$18.29	\$18.75	\$19.22	\$19.70	\$20.19	\$20.69	\$21.21	\$21.74	\$22.28	\$22.84	\$23.41	\$24.00	
																	Effective 1.6.2020
Pay Grade: FB1																	
Job Type	Description																
FS1FBN	Fiscal Support Tech	\$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	
OS2FBN	Office Support Spec	\$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	
																	Effective 1.6.2020
Pay Grade: FB2																	
Job Type	Description																
FS2FBN	Fiscal Support Spec	\$ 46,134.40	\$ 47,278.40	\$ 48,464.00	\$ 49,670.40	\$ 50,918.40	\$ 52,187.20	\$ 53,497.60	\$ 54,828.80	\$ 56,201.60	\$ 57,616.00	\$ 59,051.20	\$ 60,528.00	\$ 62,046.40	\$ 63,606.40	\$ 65,187.20	
		\$22.18	\$22.73	\$23.30	\$23.88	\$24.48	\$25.09	\$25.72	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10	\$29.83	\$30.58	\$31.34	
																	Effective January 1, 2020
Pay Grade: FA0																	
Job Type	Description																
CW0FAN	County Worker	\$ 28,080.00	\$ 28,782.00	\$ 29,522.35	\$ 30,239.61	\$ 30,995.60	\$ 31,770.49	\$ 32,548.95	\$ 33,357.55	\$ 34,191.49	\$ 35,046.28	\$ 35,922.43	\$ 36,820.49	\$ 37,741.01	\$ 38,663.73	\$ 39,624.00	
		\$13.50	\$13.84	\$14.19	\$14.54	\$14.90	\$15.27	\$15.65	\$16.04	\$16.44	\$16.85	\$17.27	\$17.70	\$18.14	\$18.59	\$19.05	
																	Effective first full pay period in January 2020 (1.6.2020):
Pay Grade: FA3																	
Job Type	Description																
MO1FAN	M&O Worker	\$ 38,937.60	\$ 39,915.20	\$ 40,913.60	\$ 41,932.80	\$ 42,972.80	\$ 44,054.40	\$ 45,156.80	\$ 46,280.00	\$ 47,444.80	\$ 48,630.40	\$ 49,836.80	\$ 51,048.80	\$ 52,353.60	\$ 53,664.00	\$ 55,016.00	
		\$18.72	\$19.19	\$19.67	\$20.16	\$20.66	\$21.18	\$21.71	\$22.25	\$22.81	\$23.38	\$23.96	\$24.56	\$25.17	\$25.80	\$26.45	

Annual Leave, Sick Leave, Attendance and Absenteeism Guidelines

It is your responsibility to read this memorandum and abide by its provisions. The memorandum sets forth general guidelines for Department of Parks employees. Failure to follow the general procedures set forth below may result in disciplinary action.

Annual Leave

Requests for annual leave must be approved in advance by the Department Head or his/her designee. All annual leave will be requested via the departmental "Leave Request Form." Annual leave shall be taken at times mutually agreeable to the employee and the Department.

Annual leave requests will be granted in the order in which they are received. It is recommended that approval be obtained prior to confirming any travel reservations. In general, requests for annual leave will not be approved more than six (6) months prior to dates requested. Reservation or out-of-state travel requirements will be given special consideration. Employees may not trade approved leave with another employee unless approved by the immediate supervisor. All other provisions of the Kitsap County Personnel Manual shall apply.

"Must" Leave

No more than forty five (45) days may be carried from one calendar year to another. Employees are responsible for ensuring that they schedule their leave to avoid forfeiting leave at the end of the calendar year. Employees should make every attempt to use annual leave during the year in which it is earned (in accordance with the Annual Leave guidelines set forth above).

Sick Leave

Any sickness or injury for which an employee desires to take sick leave shall be immediately reported to the employee's immediate supervisor. If an employee is not able to report for the start of his/her regular shift due to illness or injury, notification must be made prior to the beginning of that work shift, as set forth below.

- 1) The employee must call his or her immediate supervisor personally either at the work place or at the supervisor's home.
- 2) If the employee cannot reach his or her immediate supervisor, they should attempt to reach the supervisor on duty or the Operations and Maintenance Superintendent.
- 3) If that fails, they should **continue calling** until they reach someone in authority **in person**.

Leaving a voice mail message will not be considered proper notification.

The employee will need to repeat this notification for each day that they are ill, unless the supervisor states otherwise due to a physician's certification. Early notification of an unscheduled absence is important so that the Supervisor can make other arrangements, if necessary, to get the work accomplished. Failure to properly notify the Department of an absence may be considered unauthorized and unexcused leave. Likewise, late notification may be considered unauthorized and unexcused leave.

Sick leave verification will be required pursuant to state law.

Every effort should be made to schedule routine appointments outside working hours. Elective surgeries must be scheduled for non-peak times. (**NOTE:** August and November are considered peak times.)

Attendance and Absenteeism

Employees are required to maintain regular and prompt attendance on their jobs. Regular and prompt attendance is an essential element of each employee's job. Once an employee has reported to work as scheduled, any absence during the work day must be reported to the immediate supervisor. Absenteeism, tardiness, and unauthorized absences during the scheduled work day may result in disciplinary action, depending on the frequency and duration of absences. Disciplinary action may consist of oral warnings, written reprimands, suspension without pay, discharge or other actions.

Chapter 11 of the County's Personnel Manual sets forth the following definitions concerning absenteeism and attendance.

1. **Absenteeism:** The voluntary or involuntary absence from work, including:

- Failure to report for work
- Late arrival to or early departure from work
- Absences from the work area during the day

2. **Degrees of Absenteeism:**

- Occasional: Infrequent and of short duration.
- Excessive: Absences that occur frequently for invalid reasons.
- Chronic: Absences that occur repeatedly for invalid reasons.

3. **Unexcused Absences:**

- Those absences for which no valid or truthful reason is given, or failure to follow proper procedures when requesting the absence.

TIME LOSS

The parties, Teamsters, Local 589 (the “Union”) and Kitsap County (the “County”), having bargained in good faith regarding seniority and time loss provisions, agree to the following changes in current County practice as it relates to employees covered by the current collective bargaining agreement between the parties covering Parks Department employees:

1. An employee who is receiving time loss compensation shall be considered to be on leave without pay status, except as otherwise provided below, and shall not accrue annual leave or sick leave hours.
2. During the period an employee is eligible to receive Worker’s Compensation Time Loss benefits, an employee may use accrued sick leave or annual leave concurrent with the receipt of Time Loss benefits to supplement time loss benefits so that the employee experiences no loss in pay, 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. Requests to use accrued leave to supplement time loss benefits should be submitted to the Risk Management Office in writing. Accrued sick leave will be used to supplement Time Loss benefits, and when sick leave is 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. The accrued leave accumulation restrictions in ARTICLE III, Sections B and C of the Agreement apply to employees receiving Time Loss benefits.
3. An employee who is receiving time loss compensation and is supplementing that compensation with accrued paid leave, shall be considered to be on paid status for a period up to six (6) months, and therefore eligible to receive all benefits employees on paid status receive, including but not limited to health insurance contributions, service credit towards a longevity bonus and step increase, seniority for layoff purposes, credit towards holiday compensation, and annual or sick leave accruals.
4. Except as expressly provided in this document, the provisions of the County’s Personnel Manual Chapter 9, Section I – Workers Compensation, shall apply to bargaining unit employees.

