

COLLECTIVE BARGAINING AGREEMENT

between

KITSAP COUNTY

and

TEAMSTERS, LOCAL NO. 589

(PUBLIC WORKS – UTILITIES)



KC-505-19

January 1, 2019 – December 31, 2021

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COLLECTIVE BARGAINING AGREEMENT

KC-505-19

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

ARTICLE 1. – RECOGNITION

The Employer recognizes the Union is the exclusive bargaining representative for the regular full time and regular part-time employees in the classifications set forth in Appendix A who work within the in the Sewer Utility, Stormwater Maintenance, and Solid Waste work groups of the Utilities Division of Public Works.

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 accordance with RCW 41.56.110. 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 revoked in accordance with RCW 41.56.110.
- C. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Section.
- D. The employee shall be allowed to withdraw from automatic payroll deduction of union dues with thirty (30) days' notice in writing to the Human Resources Division and the Union.

ARTICLE 3 - UNION/EMPLOYER RELATIONS

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

unit, both parties will meet to negotiate the wages, hours and working conditions. Any Agreements on new classifications shall become effective only when signed by both the Employer and the Union.

ARTICLE 4 – DEFINITIONS

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

- A. Bargaining Unit
 - 1. Included: All regular full-time and regular part-time employees within Stormwater, Solid Waste and Wastewater Operations of the Utilities Division of the Public Works Department of Kitsap County who are employed within the classifications set forth in Appendix A.
 - 2. Excluded: Maintenance & Operations Supervisors, confidential employees, clerical employees, technical employees and all other employees of the Employer.
- B. Continuous Service: The length of service by an employee which includes periods of authorized paid leaves. An employee who terminates and is re-employed within thirty (30) days, or who is laid off and re-employed or recalled within one (1) year from the date of layoff, shall have his/her continuous service date adjusted by the time between termination and re-employment. Eligibility for benefits based on length of service, such as longevity pay, shall be computed on the basis of continuous service.
- C. Employee: A regular full-time and regular part-time employee in the bargaining unit (as defined in Article 1) covered by this Agreement who has successfully completed their probationary period.
- D. Employer: Shall mean County of Kitsap, Washington.
- E. Extra Help/On-call Employee: Non-regular employees who are at-will for the entire period of employment and may be terminated at any time by the Employing Official or designee. Extra help employees receive only those benefits required by federal or state laws. The Employing Official is authorized to use extra help/on-call employees to staff shifts when a regular bargaining unit employee is not available. An extra help/on-call employee shall not work more than fifty (50) hours in a calendar month; however, nothing in this section will be interpreted as prohibiting seasonal summer extra help employees from working more than fifty (50) hours in a calendar month. Refer to the County's Personnel Manual for all other terms applicable to extra help.
- F. Full-time Employee: An employee who is hired to work a yearly pre-determined schedule of at least forty (40) hours per week.

- G. Grievance: Shall be defined as a dispute or disagreement arising between the employee/Union and the Employer with regard to the employee's safety and/or the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in Article 9.
- H. Overtime: Shall mean all work performed in excess of regularly scheduled hours actually worked in any one day or forty (40) hours actually worked in any one work week; Sick leave, annual leave, and any other compensable absence are not considered hours worked for the purposes of calculating overtime thresholds, provided however, previously earned compensatory time taken off shall be considered actual hours worked for the purposes of calculating overtime thresholds. Employees working a 9/80 Compressed Workweek Schedule (per 26.A.1. (Compressed Workweek) and Appendix D) shall be covered under the overtime provision contained in Article 27.B. (Overtime Rate).
- I. Part-time Employee: An employee who is hired to work a yearly predetermined schedule of less than 40 hours per week and more than 20 hours per week.
- J. 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. A probationary employee is eligible to use accrued annual and sick leave and the floating holiday.
- K. Probationary Period
1. New Hire. The probationary period for a newly hired employee shall be six (6) months. Newly hired probationary employees may be terminated at any time during or at the conclusion of the six (6) month test period. At the option of the Employer, the probationary period may be extended not to exceed three (3) additional months.
 2. Promoted Employee. The probationary period for a promoted employee shall be three (3) months; **provided**, at the option of the Employer, the probationary period may be extended not to exceed three (3) additional months. Promoted employees may be deemed to have failed the probationary status at any time during or at the conclusion of the test period. In the event the employee fails probation in the promotional position, the employee shall be restored to his/her position or an equivalent position in the same wage grade at the step previously held.

- L. Promotion: Advancement from one job classification to a job classification with a higher pay range.
- M. 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.
- N. Seniority: Length of credited service with the Public Works Department by an employee, which includes periods of authorized paid leave, temporary layoffs not to exceed one year, and time between separation and reemployment not exceeding thirty (30) days.
- O. Supervisor: Below are the Supervisor classifications currently in the Utilities Union
- Maintenance and Operations Crew Supervisor
 - Electrician Supervisor
 - Plant Operator Supervisor

Supervisory functions are identified in the applicable positions descriptions of these classifications, and they include as key elements of 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. This includes performing all applicable supervisory functions with subordinates who are members of the same bargaining unit. In order to avoid conflicts of interest when a Supervisor performs duties ascribed to his/her supervisory position while also being a member of the union, the following shall apply:

1. Supervisors who serve as union stewards will not represent employees within their chain of command in any grievances, arbitrations or other legal proceedings. In such cases where a subordinate files a grievance or claim against the County, the supervisor is not engaged by the Union, and serves exclusively as an agent of the Employer.
 2. Additionally, in such cases where a supervisor wishes to (or actually does) file a grievance, that supervisor will not use a subordinate who is also a union steward to represent him/her. In such cases, the union will provide an alternate steward outside the chain of command of that supervisor and will let the Employer know as soon as possible upon that steward being identified.
- P. Union: Shall mean Teamsters, Local 589.
- Q. Work Week: A work week shall consist of forty (40) hours, which shall consist of five (5) eight (8) hour days in a seven (7) day period beginning on Monday at 12:01 am and ending at midnight 12:00 on Sunday; **provided**, that the work

week for those employees working a 9/80 Compressed Workweek Schedule (per 26.A.1. and Appendix D) has been redefined as described in Appendix D; provided further that the work week as defined here and in Appendix D, does not constitute guaranteed hours of work by the Employer.

R. Work Group: The group of employees assigned to either:

- Sewer Utility – Collections
- Sewer Utility – Plant Operations
- Sewer Utility – Engineering
- Sewer Utility – Electrical Maintenance
- Sewer Utility – Mechanical Maintenance
- Sewer Utility – Facility Maintenance
- Stormwater Maintenance
- Solid Waste Garbage and Recycling

ARTICLE 5 - NON-DISCRIMINATION

- A. 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; marital status; national origin; age; or sensory, mental or physical disabilities; sexual orientation; veteran's status; **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.
- 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

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

further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

ARTICLE 7 - UNION OFFICIALS TIME-OFF

- A. An employee in the Bargaining Unit (Shop Steward and/or a member of the negotiating committee) may be granted time-off (on County time) while engaged in local union business pertaining to the Employer's operations or to engage in negotiations; **provided**:
1. They notify the Public Works Director or designee, in writing at least forty-eight (48) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement.
 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.

ARTICLE 8 - BULLETIN BOARD

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

ARTICLE 9 - GRIEVANCE PROCEDURE

- A. **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.
- B. **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.

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

D. Grievance Procedure

Step 1 - Oral Discussion - The aggrieved employee, with or without Union representation, shall meet with the Affected Senior Program Manager within fifteen (15) working days of the alleged grievance, or knowledge of alleged grievance, to attempt to resolve the difference at that level. The Affected Division Manager shall attempt to resolve the grievance within 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 within fifteen (15) working days following the meeting in Step 1. The Public Works Director, or his/her designee, shall conduct an investigation and shall notify the aggrieved employee and the Union in writing of the decision and the reasons therefore within fifteen (15) working days after receipt of the written grievance. In the event the Public Works Director is not available to receive a written grievance then such grievance shall be filed with his/her secretary. If the grievance is filed with the Public Works Director's secretary, then the period during which the Public Works Director, or his/her designee, shall have to investigate and notify the aggrieved employee of the decision shall begin on the first working day after such individual returns.

Step 3 - If satisfaction is not reached in Step 2, the employee or Union representative may present the grievance in writing to the County Administrator within fifteen(15) working days following receipt of Step 2 written decision. Upon receipt, the County Administrator or designee, shall within fifteen (15) working days schedule a grievance hearing and within thirty (30) working days hear the grievance. Within fifteen (15) working days after the grievance hearing, the County Administrator or designee shall issue the Union a written decision.

Step 4 - 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 fifteen(15) working days after receipt of the Step 3 decision.

a. Arbitrator Selection. In regard to each case reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10)

working days of the submission of the written request for arbitration, a list of nine (9) names shall be jointly requested by the parties from the Federal Mediation and Conciliation Service (FMCS) within five (5) working days of the parties' failure to mutually agree upon an arbitrator. FMCS selection procedures shall be followed. Aside from arbitrator selection procedures, the parties do not adopt other FMCS 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 comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representatives 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 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 Federal Mediation and Conciliation Service (FMCS) 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.

- E. 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.

ARTICLE 10 - JOB VACANCIES

- A. The Employer shall post notice of job vacancies, both for new and existing positions, at least ten (10) working days before filling the vacancy.
- B. In the event that the ten (10) days posting requirement would impose an unusual hardship upon the Employer, the Employer may reduce the posting period by up to five (5) working days.
- C. In lieu of posting a job vacancy, a position may be filled by transferring an employee; **provided that**, the transferred employee meets the minimum qualification for the position. A transfer is a change by a regular employee from a position in one class to another position of equal or lower class whether intra-departmental or inter-departmental. Transfers are permitted subject to the approval of the employing officials and the employee. Transferred employees shall be subject to the six (6) month probationary requirement of a new hire.
- D. In the event the Employer anticipates the hiring of two or more positions within the same classification within a six (6) month period, the Employer may establish a hiring register from which any similar vacancies during the specified period may be filled. The term of the hiring register may be extended for one additional six-month period at the discretion of the Employer.
- E. **Employment Within Public Works COUNCIL Bargaining Unit**. Employees within the Public Works-Utilities Bargaining Unit who are hired into a position represented by the COUNCIL shall:
1. Have a three (3) month probationary period, and
 2. If not successful in completing probationary period, have 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 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 Utilities Bargaining Unit has accepted a position within the COUNCIL's Bargaining Unit. The County will implement a subsequent lay off or demotion of the replacement employee if the employee who has taken a position within the COUNCIL's Bargaining Unit fails his/her probation and selects his/her reversion rights.

ARTICLE 11 - WORK PERFORMED IN HIGHER CLASSIFICATION

- A. An employee assigned in writing to perform the duties in classification level Maintenance and Operations Crew Supervisor, Plant Operator Supervisor, or Electrician Supervisor or above for five (5) consecutive work days (or more) shall be paid, for each hour the employee performs work or uses leave 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; and
 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 position will still be considered part of the bargaining unit and will be eligible to continue to pay union dues for their regular represented position.

ARTICLE 12 - SENIORITY, LAYOFFS AND RECALL

- A. On or about January 1 of each year, the Employer shall post a list indicating the seniority of each employee within the Utilities Division.

- B. 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 Union 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 fifteen (15) day period, the Union may offer any other alternatives to layoff, such as reduced hours and furloughs. 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.
- C. Recall: In the event of a recall, the County shall first attempt to rehire those employees who were laid off in the reverse order of their layoff, within the affected classification, if they are available for work. Such rehired employees 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 accrual rates, sick leave accrual rates and longevity. Employees' sick leave balances shall be restored upon rehire or recall.

- D. Employees laid off by the County who are desirous of reemployment in other departments, while on layoff from this Agreement, shall notify the county 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 position vacancies. Laid off employees shall be eligible to receive such consideration for a period of twelve (12) months from their effective date of layoff.

ARTICLE 13 - 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 illustration of "just cause" for disciplinary action.

1. Incompetency. Failure to meet minimum requirements set forth in the job classification or failure to meet reasonable work performance standards.
2. Neglect of Duty. Engaging in any activity or personal business which causes the employee to neglect or be inattentive to his/her job responsibilities.
3. Conduct Unbecoming a County Employee
 - a. Use of threatening or abusive language, intimidation, coercion toward the public or fellow employees.
 - b. The use of indecent, obscene, or otherwise coarse or offensive language, including but not limited to racist or sexist slurs, directed toward the public or fellow employees.
 - c. Threat of physical harm directed toward the public or fellow employees.
4. Unauthorized use of County property or equipment.
5. Deliberately destroying, damaging or defacing County property.
6. Misappropriation of County property, funds or services.
7. Bribery. Making a bribe, accepting a bribe, or soliciting a bribe in the course of County business.

8. False Statements. False or fraudulent statements or fraudulent conduct by an employee or such actions by others with his/her collusion.
9. Intoxication or Drinking. Intoxication or drinking intoxicating beverages while on duty or arriving on the job impaired by the influence of intoxicating liquor.
10. Drugs. The use of narcotics or any other habit-forming drug, or other controlled substances to such an extent that the use thereof interferes with the efficiency, mental or physical fitness of the employee or which precludes the employee from properly performing the functions and duties of his/her position.
11. Possession of Weapons. The possession of unauthorized firearms and unauthorized weapons on the County premises.
12. Violation of Work Rules. Violation of state, county, or departmental work rules, safety rules or regulations.
13. Solicitation of Illegal Acts. The attempt to induce an officer or employee of the County to commit an illegal act or violate any lawful and reasonable departmental regulation.
14. 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 child molesting, sex crimes, theft and others.
 - b. The commission of a misdemeanor and/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.
15. Insubordination. The refusal to perform assigned work unless such performance would constitute a safety hazard or illegal act.
16. Absences Without Authorization. Failure to report for work without authorized leave.
17. Chronic tardiness or excessive absenteeism.

18. Harassment and/or Discrimination as set forth in Kitsap County Resolution No. 145-2001.
19. Assault. Exercising unreasonable physical force against any person during the performance of County business.

B. 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 start 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 requirement set forth below 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 requirement set forth below. A written reprimand shall be subject to the grievance procedure up to Step 3, involving the Kitsap County Board of Commissioners.
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. The Public Works Director, or his/her designee, may charge an employee annual leave, in lieu of suspension without pay.
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.

C. 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.
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 ten (10) working days of the date of the hearing, unless more investigation is needed as a result of information presented at the pre-disciplinary meeting. If more time is needed prior to reaching a final decision, the Public Works Director or designee will notify the Union and

the employee of the need for additional time and the anticipated date when a decision will be issued. 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;
 - c. The required corrective 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, such disciplinary action notice shall be forwarded to the Human Resources Division 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.

ARTICLE 14 - PAY PERIOD

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 biweekly checks on the Friday following the close of the pay period. For those employees working a 9/80 Compressed Workweek Schedule (per 26.A.1 (Compressed Workweek) and Appendix D), the workweek has been redefined and is identified in Appendix D of this Agreement.

ARTICLE 15 - 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 any other deductions authorized by law.
- B. All Bargaining unit members shall use the automatic payroll deposit that the County provides by assigning this 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 16 - 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 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.

- 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 shall be subject to discharge.

ARTICLE 17 - SAVINGS CLAUSE

- A. The Union and the Employer shall refer to the Employer's Personnel Manual to resolve matters not covered by this Agreement or to make clear matters covered by this Agreement; **provided**, nothing contained in the Employer's Personnel Manual shall degrade from the provisions of this Agreement. Nor shall the Employer's Personnel Manual constitute a supplemental contract. Rather it shall only be used when possible to give meaning to the contractual provisions contained herein.
- B. 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.

ARTICLE 18 - 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 19 - WAGES

A. 2019: No wage adjustment in 2019.

1. 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 20 (Salary Steps/Evaluations) of this Agreement.

B. 2020: No wage adjustment in 2020.

1. Effective January 1, 2020 through December 31, 2020, the regular step advancement provided in Article 20.A.1. (Step Advancements and Score Requirements for employees hired before January 1, 2020) is suspended. The following alternate step advancements shall apply:
 - a. Employees at a pay step below Step 7 will receive a one-step increase (2.5%) following their last advancement or anniversary date in current position; **provided**, an employee must achieve the minimum overall performance score required under Article 20 (Salary Steps/Evaluations) on their evaluation that entitles them to the step increase.
 - b. Employees at Step 7 or above will not receive a step increase.

C. 2021: The County and Union shall reopen and bargain wages for 2021.

- D. All wage increases set forth above shall be applied to the first step of each wage scale. Each wage step thereafter shall be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step.

ARTICLE 20 - SALARY STEPS/EVALUATIONS

The pay scale for the bargaining unit is defined in Appendix B. Step movement is as follows:

A. Step Advancements and Score Requirements

1. Except as provided in 19.B (2020 Wages), for employees hired prior to January 1, 2020, employees 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**, an employee must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase pursuant to the County evaluation system:

<u>Step</u>	<u>Required Score</u>
2 - 8	3.0
9 - 11	3.5
12 - 15	4.0

- a. An average score of 3.0 must be maintained to be eligible for advancement from Step 1 through Step 8, each year following their date of hire or last advancement.
 - b. 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.
 - c. 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.
2. 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.a. above:

<u>Step</u>	<u>Required Service Time</u>
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

3. **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 the date that they meet the score requirements.

4. 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.
5. All part-time employees will be eligible for annual step increases effective on the employee's anniversary date in the position.

B. Employee Evaluations:

1. Every new employee should be evaluated on or about the 90th and 180th calendar days after employment. Every regular full-time or regular part-time employee shall be evaluated annually thereafter. Additional personnel evaluations may be used when deemed appropriate by the Public Works Director or his/her designee 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.
2. Employees are encouraged to be active participants in the evaluation process.
3. No evaluation shall be used or considered valid unless the following requirements have been substantially met:
 - a. It is in writing, completed, dated and within the required time frame.
 - b. It has been performed as part of the periodic evaluation program and within the required time frame.
 - c. At the employee's option he/she may request twenty-four (24) hours advance notice that the evaluation will be made.
 - d. 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.
 - e. An employee may challenge an evaluation through the grievance procedure set forth in Article 9.

- f. The employee may include comments in response to their evaluation and the comments shall become a permanent part of the employee's personnel file.

ARTICLE 21 - LONGEVITY BONUS

- A. All employees hired prior to January 1, 2014, shall, upon completion of the following years of employment, receive an annual longevity bonus, the amounts which follow, on the second (2nd) pay period of the employee's anniversary month of employment:

After 5 thru 10 years service.....	1.5% of annual salary
After 10 thru 15 years service.....	2.0% of annual salary
After 15 thru 20 years service.....	2.5% of annual salary
21+ years service	3.0% of annual salary

- B. 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.
- 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 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 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.
- D. 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 Article shall apply to those employees.

ARTICLE 22 - STANDBY PAY

- A. At the Employer's option, an employee may be placed on "standby" status. This status requires the employee be available on a twenty-four (24) hour basis for emergency work at a Wastewater or Stormwater facility. 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 hour period. Employees will be compensated

for being on standby status at the rate of one hour at the employee's base rate of pay for each day scheduled on standby. Call-out work on Sundays or holidays will be paid at two (2) times the employee's regular rate of pay. An employee on stand-by must remain mentally and physically fit for duty while on stand-by and must be capable of physically responding to their regularly assigned work location within 60 minutes of being directed to do so.

- B. Standby personnel shall be issued a radio, a portable phone, and a pager capable of summoning his/her attention. The standby personnel shall carry the pager at all times and shall have the radio and portable phone immediately available.

Standby personnel when called out to respond to an emergency shall ensure that their radio and portable phone is turned on in order that they may be contacted by the plant personnel or duty supervisor if necessary.

- C. Employer will post a standby duty roster monthly.
- D. An employee on standby status shall be subject to call back duty as described in Article 23 (Call Back).
- E. 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.
- F. Duration of standby shall be no more than one week at a time and divided equally amongst those qualified as determined by the Public Works Director or designee.

Employees placed on Standby Status may be provided, at their option, the take home use of a county vehicle to use for emergency call back situations while on standby. The employee will be paid for time spent driving their assigned county vehicle to respond to an emergency call back 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 back 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. The County will not be required to pay employees when commuting between their workplace and home. The commute time between the employee's home and work will not be considered part of their normal work day.

ARTICLE 23 - CALL BACK

- A. An employee who has left work and is called back to work outside his/her regularly scheduled hours shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular rate of pay; **provided, however**, if the employee's regular shift starts less than two (2) hours from the time he started work on callback, he shall receive one and one-half (1-1/2) times his regular rate of pay only for time as occurs before the start of his/her regular shift. Beginning with the hours of his/her regular shift, the employee will be paid at straight time pay until the end of his/her regular shift, whether paid for by worked hours, accrued annual leave or accrued compensatory time.
- B. Employees will be compensated pursuant to section 23.A. (Call Back) for work required by the County on one-night low-flow sanitary sewer related operations, or when employees work at solid waste facilities or treatment plants on their normal day off in a week that includes a holiday.
- C. If an employee is called by telephone after his 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
- D. Actual hours worked in accordance with Section 23.A. (Call Back Pay) are eligible to be converted to compensatory time.

ARTICLE 24 – PROMOTIONS

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 25 - COMPENSATION FOR TRAVEL & TRAINING

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 of 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. Reimbursement for travel and training shall be as set forth below.

- A. **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 (whether driving or a passenger in a vehicle). If the use of a private automobile is authorized, the owner of the vehicle will also receive mileage reimbursement for the travel to and from the training location and his/her regular work location. However, if the training site is closer to the owner of the vehicle's home, that employee shall be paid for the mileage to and from his/her residence and the training location.

B. Voluntary Training. Employees who are attending a voluntary training class shall be paid for all time spent in the training. The employees will only be paid for travel time when it falls within their regular work hours (whether driving or a passenger in a vehicle). If the use of a private automobile is authorized, the owner of the vehicle will also receive mileage reimbursement for the travel to and from the training location and his/her regular work location. However, if the training site is closer to the owner of the vehicle's home, that employee will be paid for the mileage to and from his/her residence and the training location.

C. Examples of Training

1. Examples of Mandatory Training:

- a. Confined space entry
- b. Lifting gear certification
- c. Sprayer certification
- d. Hazmat clean-up
- e. Mandatory trench safety training
- f. Backflow assembly testing certification
- g. Regional Road Maintenance/ESA Training

2. Examples of Voluntary Training:

- a. Welding
- b. Collections School
- c. Many classes offered by manufacturers and suppliers
- d. Non-mandatory computer training
- e. Washington Wastewater Collections Personnel Association certification

ARTICLE 26 - HOURS OF WORK

A. Work Week: A work week shall consist of forty (40) hours, which shall consist of five (5) eight (8) hour days in a seven (7) day period beginning on Monday at 12:01 am and ending at midnight 12:00 on Sunday, except for employees working a 9/80 Compressed Workweek Schedule, per 26.A.1. (Compressed Workweek), and as identified in Appendix D; **provided**, the work week as defined does not constitute guaranteed hours of work by the Employer.

1. **Compressed Workweek:** The Public Works Director, or designee, shall have the discretion to designate certain work groups to work a 9/80 Compressed Workweek Schedule as provided in Appendix D. The redefined workweek, pay period, and 9/80 Compressed Workweek Schedule may be terminated at the discretion of the Public Works Director, or designee. Individual crew assignments listed in Appendix D may be adjusted by the Employer as deemed necessary. The Employer will give at least 3 days' notice prior to change in crew assignment.

B. Shift Assignments & Differential Pay

1. **Established Shifts:** The following shifts shall be established for Sewer Plant Operations and Maintenance, Sewer Collection and Stormwater Maintenance employees, except as allowed per 26.A.1 (Compressed Workweek).

Day	7:00 a.m.	to	3:30 p.m.
Swing	3:00 p.m.	to	11:30 p.m.
Grave	11:00 p.m.	to	7:30 a.m.

The following shift is established for Solid Waste employees:

Day	8:00 a.m.	to	4:30 p.m.
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2. The Public Works Director, or his designee, shall have the authority to change shift hours for emergencies and employees shall work the revised emergency shifts until the emergency is concluded. Employees shall then revert back to the above hours of work.
3. Shifts consist of five (5) consecutive days on and two (2) consecutive days off.
4. Assignments to shifts other than those prescribed above may be made upon mutual Agreement of the employee and the Public works Director, or his/her designee.
5. Shifts shall be scheduled for a minimum of forty-five (45) days and shift changes shall be after a fourteen (14) day advance notice; **except**, in cases of emergencies and required adjustments due to compensable leaves of absences. Employees shall receive three (3) days notice of any required shift changes due to compensable leaves of absences.
6. The Employer may temporarily modify employees normally scheduled work hours for specific project work, e.g., cleaning of stormwater or sewer collection systems in high traffic areas, as needed up to a maximum of two (2) weeks. In those cases, the Employer will give three (3) days notice

prior to temporary reassignment. This provision shall not apply to one-night low flow operation as set forth in 23.B (Call Back).

7. Employees shall receive an additional fifty (50) cents per hour for Swing Shift and an additional sixty (60) cents per hour for Graveyard Shift. Shift differential pay shall only be paid for Swing or Graveyard shifts actually worked or taken as sick leave. Employees assigned to a Swing or Graveyard shift shall be paid for all actual hours worked or taken as sick leave within the assigned shift.
 8. If an employee calls out sick or otherwise fails to appear at the start of his/her shift, the County may require an employee not represented by the bargaining unit to open a Solid Waste facility and to staff it until such time as a bargaining unit employee or a designated extra help/on-call employee is available to staff the facility.
- 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 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.
- D. Meal Periods - The Employer shall provide each employee with an unpaid one-half (1/2) hour 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.
1. Notwithstanding Article 27 (Overtime), the County may require an employee at a remote solid waste facility who performs cashier duties during the majority of the applicable shift to remain on duty and on the premises during their thirty (30) minute meal period and to take their fifteen (15) minute rest breaks intermittently throughout the day as work allows.
 2. In the case that an employee is required to remain on duty and on the premises during their meal period and rest breaks, the employee will be paid for their meal period and their regular shift will be eight (8) hours inclusive of a paid meal period.
- E. An employee who is instructed to report to work on a regular scheduled shift shall be guaranteed four (4) hours work or pay.

ARTICLE 27 – 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 or forty (40) hours actually worked in any one (1) work week shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay. **Provided**, previously earned compensatory time taken off shall be considered actual hours worked for the purposes of calculating overtime, except that previously earned compensatory time taken off shall not be considered actual hours worked for purposes of calculating overtime on the same day that the compensatory time off is taken.
- C. Employees who work their normal work week (40 hours for full-time employees) and also work on their regular day(s) off (RDO) shall be paid overtime compensation for each additional hour(s) worked on RDO as follows:
 - 1. The first RDO worked shall be paid overtime compensation at the rate of one and one-half (1 ½) times the employee's regular rate of pay;
 - 2. The Second consecutive RDO worked shall be paid overtime compensation at the rate of two (2) times the employee's regular rate of pay for; **provided**, the employee shall not be paid overtime for consecutive days worked due to shift changeover. Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes shall be paid as fifteen (15) minutes.
- D. Employees working a compressed workweek (or 9/80 shift) will receive overtime compensation as indicated above applying the redefined workweek per Appendix D to determine regularly scheduled hours for the purpose of calculating daily and weekly overtime thresholds. Saturday and Sunday are designated as RDO's for employees working this shift.
- E. An employee may, at his/her option, take compensatory time off in lieu of overtime pay. An employee may accrue and maintain up to forty (40) hours of compensatory time. **Provided**, all accrued compensatory time not taken prior to midnight, December 31 of each year, shall be paid to the employee.
- F. Use of compensatory time off shall be scheduled at times mutually agreeable to the employee and Public Works Director or designee.
- G. No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE 28 – 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.

A. **Medical Insurance Contributions:** For coverage effective January 1, 2019 through December 31, 2020, the County will make medical contributions as follows:

1. **Regular, Full-Time Employees:** for regular 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 2019, and to the Aetna and Kaiser administered plans in 2020 when Aetna replaces Premera as a new third-party administrator for the County's PPO medical plans. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter, unless otherwise agreed.

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.

B. 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 in the calendar year of coverage. 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.

C. Double Coverage: County employees may have double coverage under County-sponsored medical plans.

D. 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.

E. 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. 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.
 - 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 the Washington Dental Service (WDS) 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.
- F. **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.
- 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. **CDL Physicals:** The County agrees to pay for required CDL physicals as frequently as required by the examining doctor.
- K. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
- L. **Pre-tax payments:** All employee contributions will be made pre-tax.
- M. **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.
- N. **2021 Health and Welfare Benefits:** The parties agree to reopen on 2021 health and welfare benefits in accordance with Article 38 (Future Negotiations).

ARTICLE 29 – SUPPLEMENTAL PENSION CONTRIBUTIONS

- A. Effective the first full pay period in January 2020, and except as provided otherwise in this Article, the County agrees to contribute on behalf of all employees one dollar and fifty cents (\$1.50) for every regularly-scheduled hour, up to 2080 hours per calendar year, 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").
1. Prior to implementation of a new human resource information system (HRIS), the contribution rate in this section shall be effective the first full pay period that includes the 90th calendar day following an employee's initial date of hire.
 2. Following implementation of a new HRIS, the contribution rate in this section shall be effective on the 91st calendar day following the employee's initial date of hire.
- B. Effective the first full pay period in January 2020, the County agrees to contribute on behalf of all probationary employees ten cents (\$0.10) for every regularly-scheduled hour, up to 2080 hours per calendar year, for which compensation was paid (exclusive of the amounts paid while the employee is on workers' compensation time loss) to the Teamsters Trust. Such contributions shall be made during the probationary period only, but in no case for a period longer than 90 calendar days from an employee's initial date of hire.
- C. 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 contributions under this Article 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 such contributions be part of the employee's wages for computation of overtime, shift differential, or other salary-based premium pays.
- D. 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.
- E. The County will provide employees with information on the amount of contributions and hours reported on behalf of participating employees on a quarterly basis.

- F. No contributions to supplemental pension plans will be made on lump sum payouts of annual leave as provided in Article 31.E (annual leave payout). However, when a retiring employee is continuing 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 31.E (annual leave payout), pension plan contributions are made when such “excess leave” is used.

ARTICLE 30 - PROTECTIVE CLOTHING

- A. Employees who are determined by the Employer to require protective clothing shall be issued coveralls and one pair of hip boots.
- B. Employer agrees to provide laundry service for prescribed coverall.
- C. Unless authorized otherwise by the Public Works Director or designee, all protective clothing shall be kept at prescribed work locations and any unauthorized use of each shall be subject to disciplinary action.

ARTICLE 31 - HOLIDAYS

- A. Employees must be in a paid status for at least one-half of their scheduled shift the day before and the day after a holiday to receive compensation for that holiday.
- B. 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
2 Floating Holidays	Employee’s choice with approval of Supervisor

- C. 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 the preceding Friday. Employees who work in a seven-day per week and/or twenty-four hour per day program shall observe the holiday on its actual date.

1. If:
 - an employee regularly works on a Sunday; and
 - an actual holiday falls on a Sunday; and
 - the Employer closes the facility on that actual holiday, then the employee will be paid as follows:

Eight (8) hours of holiday pay on the actual holiday (Sunday) and time-and-one-half (1.5x) compensation for all hours actually worked on the observed holiday (Monday).

- D. The floating holiday is in effect and is available for use on January 1 of each year. It may be taken by an employee, including a probationary employee, at any time during the calendar year with the mutual Agreement between the employee and the Employer with seven (7) days advance notice. The floating holiday shall not accumulate from year to year.
- E. If the holiday is observed on one of the employee's regular days off, he/she shall have an additional day of annual leave added to their annual leave accrued balance for each such holiday.
- F. If an employee works on the observed holiday, he/she shall be paid at a rate of one and one-half times the regular rate of pay for each hour actually worked plus the guaranteed holiday pay. Upon the request of the employee, and approval of the Employer, holiday hours worked may be compensated as compensatory time (in lieu of pay), subject to Section 27.E (Compensatory Time Max Accrual) and 27.F (Scheduling Compensatory Time Off).
- G. Regular, full-time employees receive eight (8) hours compensation for each holiday. Eligible part-time employees receive prorated holiday compensation based on the employee's established and approved FTE status.
- H. 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 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.
- I. 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 32 - ANNUAL LEAVE

- A. All employees hired prior to December 1, 1997, shall accrue annual leave as follows:
1. Upon completion of fifteen years employment - 30 days per year (240 hours), accumulating at a rate of approximately 20 hours for each full calendar month of employment.
- B. All employees hired on or after December 1, 1997, shall accrue annual leave as follows:
1. Upon employment - 12 days per year (96 hours), accumulating at a rate of approximately 8 hours for each full calendar month of employment.
 2. Upon completion of three years employment - 15 days per year (120 hours), accumulating at a rate of 10 hours for each full calendar month of employment.
 3. Upon completion of five years employment - 20 days per year (160 hours), accumulating at a rate of 13.33 hours for each full calendar month of employment.
 4. Upon completion of ten years employment - 25 days per year (200 hours), accumulating at a rate of approximately 16.66 hours for each full calendar month of employment.
- C. Eligible part-time employees accrue prorated annual leave based on the employee's established and approved FTE status.
- D. Employees shall attempt to use annual leave during the year in which it is earned. 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 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 employee having greater seniority shall prevail. 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 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.
- E. Upon separation of an employee by resignation (except as provided in Article 32.F. (Forfeiture of Annual Leave) below), 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.

- F. Upon resignation, an employee who fails to surrender keys, beeper and any other County-issued 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.
- G. 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.
- H. Employer agrees to post a Vacation Schedule Calendar during the first work week in January. Employees shall record all dates they desire for annual leave for that calendar year prior to January 31. Employees shall insure that there is no conflict with the dates they request and other employees in their job classification (i.e., Operators, Electricians, etc.). In the event of concurrent or conflicting requests, the Public Works Director or designee shall make the final determination with considerations towards seniority and prior request for leave. Other than emergencies, as determined by the Public Works Director or designee, the requested vacation scheduling will be honored by the Employer.
- I. An employee who desires to request annual leave for periods that he or she has been scheduled for "Standby Status," as provided in Article 22 (Standby), shall be responsible to obtain a qualified substitute for the affected period, and shall provide such information to the appropriate supervisor at the time of his/her request for annual leave.
- J. As a one-time only benefit, in the month following execution, all Union employees will receive 16 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 33 - SICK LEAVE

- A. All employees hired prior to December 1, 1997, shall accrue 18 days of sick leave per year (144 hours), accumulating at a rate of 12 hours for each full month of employment.
- B. All employees hired on or after December 1, 1997, shall accrue 15 days of sick leave per year (120 hours), accumulating at a rate of 10 hours for each full month of employment

- C. Eligible part-time employees accrue prorated sick leave based on the employee's established and approved FTE status.
- D. Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030.
- E. No more than 150 days (1200 hours) sick leave may be carried from one calendar year to the next.
- F. Sick leave will be reported in accordance with the County Personnel Manual.
- G. Upon retirement, the employees shall receive payment for fifty (50) percent of all sick leave accrued prior to January 31, 1985, based upon the rate of pay at the time of retirement. If an employee uses the sick leave accrued prior to January 31, 1985, he/she may rebuild accrued sick leave to that same level for retirement purposes only.
- H. Upon an employee's death, the employee's beneficiary will receive payment for all accumulated sick leave based upon the rate of pay at the time of death.
- I. Employees separated from employment for reasons other than retirement or death shall receive no sick leave pay. Upon separation from service all sick leave credits shall be canceled; **provided**, employees who separate and obtain reemployment within one (1) year shall have all sick leave credits restored.
- J. Employees who have exhausted their sick leave may request to use other accrued paid leave for their own illness or injury, or to attend to the illness or injury of the family members permitted under RCW 49.46.210 and RCW 49.76.030, or request to receive donated leave through the County's Annual Leave Donation Plan.
- K. 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. Employees may choose whether to use sick, annual and/or compensatory time off while on an approved FMLA leave; employees must exhaust all accrued paid leave, except sick leave, prior to going on unpaid FMLA leave.
- L. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio. (As an example, if the employee earned 15 days sick leave in a calendar year and used no sick leave, they could convert the 15 days to 1.5 days annual leave). If an employee chooses to convert sick leave, the converted annual leave must be used within the calendar year. Under no circumstances shall an employee receive cash payment for converted leave on the books. Employees must submit conversion requests to the employing department on or before January 31.

ARTICLE 34 - BEREAVEMENT LEAVE

A. Bereavement Leave: 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

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 Public Works Director or designee prior to taking leave.

ARTICLE 35 - 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.
- B. Any employee who would otherwise be prevented from voting in any preliminary, general, or special election due to extended hours of work, shall be allowed sufficient time off with pay for voting purposes.

ARTICLE 36 - 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 or Armed Forces of the United States, shall be entitled to military leave with pay pursuant to 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 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.

ARTICLE 37 - 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, if allowable; **provided**, 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 specified 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 and Employer premiums; **provided further**, for calculations of seniority, the leave of absence without pay period shall be deducted.

ARTICLE 38 - 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 39 - FURTHER NEGOTIATIONS

- A. This Agreement shall be in full force and effect from January 1, 2019 or upon the date of ratification, whichever is later, through December 31, 2021, except as otherwise specifically identified within this 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 September 1, 2020, the parties shall reopen negotiations for 2021 Wages and Health and Welfare Benefits.

- E. On or before September 1, 2021, 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.

ARTICLE 40 - COLLABORATIVE BARGAINING

The Union 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 and that foster an on-going labor-management relationship with open communications, mutual trust and respect.

ARTICLE 41 - WORKPLACE VIOLENCE

Union 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 42 – TIME LOSS BENEFITS – COORDINATION WITH SICK AND ANNUAL LEAVE

- A. 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.
- B. 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 32.D. (Max Annual Leave Accrual) and ARTICLE 33.E (Max Sick Leave Accrual) of the Agreement apply to employees receiving Time Loss benefits.
- C. 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.

- D. Except as expressly provided in this document, the provisions of the County's Personnel Manual Chapter 8, Section I—Workers Compensation, shall apply to bargaining unit employees.

ARTICLE 43 - 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.

DATED this 17 day of October 2019

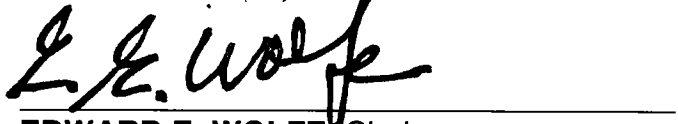
TEAMSTERS, LOCAL 589



Mark Fuller, Secretary/Treasurer

DATED this 28 day of OCTOBER 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

APPENDIX A - BARGAINING UNIT POSITIONS

Construction Technician
Construction Inspector 1
Construction Inspector 2
Maintenance & Operations Worker
Maintenance & Operations Technician
Maintenance & Operations Specialist
Maintenance & Operations Coordinator
Maintenance & Operations Crew Supervisor
Electrician Supervisor
Plant Operator Trainee
Plant Operator
Plant Operator Supervisor

APPENDIX B – SALARY SCHEDULES

**1/7/2019
Kitsap County
Teamsters 589W - Public Works Utilities (Non-Exempt)
Salary Schedule (Annual/Hourly)**

Grade Class: W00

Pay Grade: WA2

<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>
MO1WAN	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
UT0WAN	Plant Operator Trainee	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

Pay Grade: WB1

<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>
MO2WBN	M&O Technician	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: WB3

<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>
CC2WBN	Construction Insp 1	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
MO3WBN	M&O Specialist	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: WB4

<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>
CC3WBN	Construction Insp 2	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
MO4WBN	M&O Coordinator	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
UT1WBN	Plant Operator															

Annual rates are shown for illustrative purposes and reflect a full-time salary. Employees on the biweekly pay system may receive portions of that salary in a different calendar year, due to the variations of the pay cycles.

1/7/2019
Kitsap County
Teamsters 589W - Public Works Utilities (Non-Exempt)
Salary Schedule (Annual/Hourly)

Grade Class: W00

Pay Grade: WB5

<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>
EL1WBN	Instrument & Control Tech	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
MO5WBN	M&O Crew Spvr	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: WC1

<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>
EL2WCN	Electrician Spvr	64,147.20	65,748.80	67,392.00	69,076.80	70,803.20	72,571.20	74,380.80	76,232.00	78,145.60	80,100.80	82,097.60	84,156.80	86,257.60	88,420.80	90,625.60
UT2WCN	Plant Operator Spvr	30.84	31.61	32.40	33.21	34.04	34.89	35.76	36.65	37.57	38.51	39.47	40.46	41.47	42.51	43.57

Effective 1/6/2020, M& O Worker will move to WA3

<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>
MO1WAN	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	51,084.80	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 rates are shown for illustrative purposes and reflect a full-time salary. Employees on the biweekly pay system may receive portions of that salary in a different calendar year, due to the variations of the pay cycles.

APPENDIX C - Classification Automatic Progressions

A. Plant Operators

1. Plant Operator Certification Progression

In order to progress beyond Step 8 of the pay scale aligned to the Plant Operator classification, an employee must obtain a Group II Wastewater Operator Certification from the State of Washington.

2. Treatment Plant Operator Trainee:

At the director or his/her designee's discretion, Plant Operator vacancies may be filled using this classification.

This classification shall be paid equivalent to a Maintenance and Operation (M&O) Worker classification on the County pay scale.

Any employee hired under this classification must obtain a Group I Wastewater Operator Certification from the State of Washington within 15 months of hire.

Failure to obtain the certification will result in termination of employment.

Once the certification is obtained, the employee will automatically progress to a Plant Operator Classification and will be placed in the pay scale step for the Plant Operator Classification closest to but not less than his/her current wage.

B. Maintenance & Operations Technicians

This shall set forth the process by which employees will advance in and transition from Maintenance and Operations (M&O) Technician to M&O Specialist. Employees in the M&O Technician classification shall be required to meet the following criteria, within twelve (12) months of their date of hire or transfer, in order to move to the next step in the M&O Technician pay scale:

1. Obtain a Class A Commercial Drivers License with the endorsements necessary to meet the needs of the assigned work group, including:
 - Must provide a copy of employment driving record abstract to verify eligibility to drive for Kitsap County;
 - Must pass a breath alcohol test and urine drug screen;
 - Must provide a CDL Medical Certification Card; and
 - All CDL Drivers must follow all federal and state regulation regarding CDL Drivers including but not limited to: The U.S. Department of

Transportation (DOT), Federal Highway Administration (FHWA), Controlled Substance and Alcohol Use Testing Regulations, The State of Washington Uniform Commercial Driver's License Act and Kitsap County Drug and Alcohol Policy and Procedures.

2. Obtain a Certified Erosion and Sediment Control Lead certification
3. Obtain a Flagging certification
4. Obtain an Industrial CPR and First Aid certification

Within twenty-four (24) months of their date of hire or transfer, the employee must obtain the necessary qualifications to be placed on the Duty Roster. Once an employee has been placed on the Duty Roster, they shall be moved into the M&O Specialist pay scale at the step which is closest to but not below their rate of pay as an M&O Technician.

C. Construction Inspector Automatic Progression Series

This shall set forth the process by which employees will automatically progress from Construction Technician through Construction Inspector 2.

1. Employees in the Construction Technician classification shall automatically progress to the Construction Inspector 1 classification once the following requirements are met:
 - a. Within twelve (12) months of an employee's date of hire or transfer, meet all automatic progression requirements outlined in the Public Works Construction Inspection Series Progression.
 - b. Within twelve (12) months of an employee's date of hire or transfer, obtain a Washington State CPR certification and, depending on area of assignment, certification(s) in Nuclear Densimeter equipment, erosion and sediment control lead, and/or Confined Space Entry.
2. Employees in the Construction Inspector 1 classification shall automatically progress to the Construction Inspector 2 classification once the following requirements are met:
 - a. Within twenty-four (24) months of an employee's date of hire or transfer, meet all automatic progression requirements outlined in the Public Works Construction Inspection Series Progression.
 - b. Within twelve (12) months of an employee's date of hire or transfer, obtain a Washington State CPR certification and, depending on area of assignment, certification(s) in Nuclear Densimeter equipment, erosion and sediment control lead, and/or Confined Space Entry.

- D. 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.
- E. Employees progressing to a higher classification under this automatic progression series 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; provided, however, employees eligible for this automatic progression as of the date of execution of Contract Amendment KC-040-16-K shall be moved to whatever step is a minimum of 2.5% increase.
- F. Failure to progress within the proscribed time frame due to inability to perform the essential functions, meet progression requirements, or obtain and maintain required licenses and certifications may result in termination at the employing official's discretion. A six months' extension may be provided at the employing official's discretion.
- G. Failure to maintain certifications may result in a delay in a step increase and/or discipline up to and including termination.

APPENDIX D - 9/80 COMPRESSED WORKWEEK SCHEDULE

<p>Redefined work week begins on Friday at 11:00 a.m. and ends on the second Friday of the pay period at 10:59 a.m. NOTE: Two schedules are required (Option A and Option B) to implement the 9/80 workweek schedules, since employees will alternate the Friday off.</p>								
<p>OPTION A SCHEDULE -- Reflects the new redefined workweek schedule for Option A during the 9/80 shift</p>								
OPTION A: Workweek 1		<p>Redefined Workweek #1: Begins on Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.</p>						
Fri 4 hours 11:00-3:30 (accounts for lunch deduction)	Saturday OFF	Sunday OFF	Monday 9 hours 6:30-4:00	Tuesday 9 hours 6:30-4:00	Wednesday 9 hours 6:30-4:00	Thursday 9 hours 6:30-4:00	Friday OFF Regularly scheduled day off (ends at 10:59 a.m.)	Workweek 1: Total Actual Hours Worked: 40
OPTION A: Workweek 2:		<p>Redefined Workweek #2: Begins the following Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.</p>						
Fri OFF Reg. Day Off (begins at 11:00 a.m.)	Saturday OFF	Sunday OFF	Monday 9 hours 6:30-4:00	Tuesday 9 hours 6:30-4:00	Wednesday 9 hours 6:30-4:00	Thursday 9 hours 6:30-4:00	Friday 4 hours 7:00-11:00	Workweek 2: Total Actual Hours Worked: 40
<p>OPTION B SCHEDULE -- Reflects the new redefined workweek schedule for Option A during the 9/80 shift</p>								
OPTION B: Workweek 1:		<p>Redefined Workweek #1: Begins Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.</p>						
Fri OFF (begins at 11:00 a.m.)	Saturday OFF	Sunday OFF	Monday 9 hours 6:30-4:00	Tuesday 9 hours 6:30-4:00	Wednesday 9 hours 6:30-4:00	Thursday 9 hours 6:30-4:00	Friday 4 hours 7:00-11:00	Workweek 1: Total Actual Hours Worked: 40
<p>OPTION B: Beginning of Workweek 2 (after end of workweek 1 above) is included here for illustrative purposes to show the continuation of the second-half of the Friday in Option B, Workweek 1 above.</p> <p>Redefined Workweek #2: Begins Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.</p>								
Fri 4 hours 11:30-3:30 (accounts for lunch deduction)	Saturday OFF	Sunday OFF	Monday 9 hours 6:30-4:00	Tuesday 9 hours 6:30-4:00	Wednesday 9 hours 6:30-4:00	Thursday 9 hours 6:30-4:00	Friday OFF 7:00-11:00	Workweek 2: Total Actual Hours Worked: 40

ATTACHMENT A – 2019 ILLUSTRATIVE MEDICAL COVERAGE RATES

2019 Kitsap County Monthly Insurance Rates & Contributions for Full-Time Employees (30+ Hrs/Week)												
Kaiser Permanente of WA (HMO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	585.72	585.72	0.00	1,012.54	958.82	53.72	1,201.26	1,124.06	77.20	1,627.84	1,498.70	129.14
Classic	626.98	588.10	38.88	1,084.80	964.06	120.74	1,285.86	1,130.18	155.68	1,743.40	1,507.06	236.34
HDHP w/HSA*	465.02	465.02	0.00	801.38	767.78	33.60	953.90	907.02	46.88	1,289.98	1,209.94	80.04

Premera (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	658.64	631.28	27.36	1,141.24	1,039.62	101.62	1,350.64	1,218.00	132.64	1,833.22	1,627.64	205.58
Classic	718.50	633.92	84.58	1,246.00	1,044.24	201.76	1,473.34	1,223.40	249.94	2,000.76	1,635.00	365.76
HDHP w/HSA*	551.30	540.58	10.72	953.40	902.48	50.92	1,130.58	1,063.58	67.00	1,532.64	1,425.42	107.22

VSP Vision	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Extended Plan	19.64	19.64	0.00	19.64	19.64	0.00	19.64	19.64	0.00	19.64	19.64	0.00

Dental	Employee Only			Employee + 1 Child			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Delta Plan C	52.80	52.80	0.00	94.09	77.80	16.29	94.09	77.80	16.29	169.79	111.30	58.49
Delta Plan D	55.87	52.80	3.07	98.98	77.80	21.18	98.98	77.80	21.18	178.48	111.30	67.18
Willamette	57.63	52.80	4.83	95.88	77.80	18.08	95.88	77.80	18.08	153.45	100.71	52.74

Basic Life Insurance	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Standard Basic Life	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	0.00

Employee monthly cost is shown. Payroll deductions will be pre-taxed and split in half between 1st and 2nd pay periods each month.

*County will contribute \$1,200/year to an HSA account for employee only enrollment in a HDHP and \$2,400/year to an HSA account for employee plus dependent enrollment in a HDHP.