

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**KITSAP COUNTY**

**and**

**TEAMSTERS, LOCAL NO. 589**

**(PUBLIC WORKS – UTILITIES)**



**KC-116-22**

**January 1, 2022 – December 31, 2024**

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**COLLECTIVE BARGAINING AGREEMENT**  
**KC-116-22**

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 will deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who provides authorization for such withholding to the Union. The Employer will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union that an employee has authorized dues deduction. In addition, the Employer will 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.
  
- C. Employees may cancel their dues deduction by providing written notice to the Union in accordance with the terms and conditions of their dues authorization. The Union will notify the Employer of any such cancellations; dues deduction will end not later than the second payroll after the Employer's receipt of notice of cancellation from the Union.

**ARTICLE 3 - UNION/EMPLOYER RELATIONS**

All collective bargaining regarding wages, hours and working conditions of employment will 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 will become effective only when signed by both the Employer and the Union.

## ARTICLE 4 – DEFINITIONS

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

A. Bargaining Unit

1. Included: All regular full-time and regular part-time employees within Stormwater, Solid Waste and Sewer Utility 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 twelve (12) months from the date of layoff, will have their continuous service date adjusted by the time between termination and re-employment. Eligibility for benefits based on length of service, such as longevity pay, will 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: Will 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 will 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: Will 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: Will 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, vacation 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 will 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 C) will 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 vacation and sick leave and the floating holidays.
- K. Probationary Period
1. New Hire. The probationary period for a newly hired employee will 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 will be six (6) 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 will be restored to their 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 their supervisory position while also being a member of the union, the following will 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 them. 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: Will mean Teamsters, Local 589.
- Q. Work Week: A work week will consist of forty (40) hours, which will 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 C) has been redefined as described in Appendix C; provided further that the work week as defined here and in Appendix C, 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 will 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; or other status protected by applicable law; **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. No employee will 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 will 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 release 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 release time 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 release time period.
  3. Employees in the bargaining unit will not transact union business while working on shift, which in any way interferes with the operation or normal routine of any department.
  4. No more than four (4) employees will be granted release time to serve on the negotiating committee.
  5. Use of release time will not result in overtime.

## ARTICLE 8 - BULLETIN BOARD

The Employer will 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 will be no suspension of work or impediment in the operation of the County during the grievance process.
- B. **Definition:** A grievance will 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: Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in each step of the grievance procedure and at any meetings scheduled to discuss a grievance.

D. Grievance Procedure

Step 1 - Oral Discussion - The aggrieved employee, with Union representation, will meet with the Affected Division 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 will 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 Union will reduce to writing a statement of the grievance or complaint which will 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 will be filed with the Public Works Director within fifteen (15) working days following the meeting in Step 1. The Public Works Director, or their designee, will conduct an investigation and will 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 will be filed with their designee. If the grievance is filed with the Public Works Director's secretary, then the period during which the Public Works Director, or their designee, will have to investigate and notify the aggrieved employee of the decision will begin on the first working day after such individual returns.

Step 3 - If satisfaction is not reached in Step 2, the Union 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, will 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 will 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 will 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. The request will be limited to arbitrators from the region that includes Washington and Oregon. The parties will strike arbitrators from the list in alternating order until a single arbitrator remains, who will hear the grievance. The flip of a coin will decide who strikes first from the list.
- b. Hearing. The arbitrator will hold a hearing and accept pertinent evidence submitted by both parties and will be empowered to request such data as the arbitrator deems pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony will 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 will be kept private and will include only the parties in interest and/or their designated representatives and witnesses.
- c. Authority of the Arbitrator. The arbitrator will be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision will be final and binding on both parties. The arbitrator will rule only on the basis of information presented in the hearing and will refuse to receive any information after hearing except when there is mutual Agreement, and in the presence of both parties. The arbitrator will not have the 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 will be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision will be made in writing and, if neither party wishes to submit a post-hearing brief, will 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 will 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 will be issued to the parties within thirty (30) calendar days of submission of the briefs.
- d. Cost of Arbitration. Each party will pay compensation and expenses relating to its own witnesses or representatives, including any attorneys' fees. 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, will 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 will 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 will be considered settled. The employer's failure to respond within the time limit at any step in the procedure will 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" will mean Monday through Friday, excluding holidays.

#### **ARTICLE 10 - JOB VACANCIES**

- A. The Employer will 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 will 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 will:
1. Have a six (6) month probationary period, and

2. If not successful in completing probationary period, have reversion rights to their position, or an equivalent position in the same wage grade at the step previously held.
3. Employees will retain seniority (years of service) for purposes of vacation 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 their probation and selects their reversion.

### **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) will be paid, for each hour the employee performs work or uses leave in the higher classification, a five percent (5%) premium pay for out-of-class work, 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, will 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 they are assigned to perform work in the higher classification.
  4. Non-exempt employees receiving out-of-class wages for an overtime exempt level position will continue to be treated as non-exempt for all hours worked in the exempt level position and will receive overtime as provided by Article 27 - Overtime.
  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 will 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 will convene a meeting with the Union to review the layoff action pursuant to the following guidelines:
1. The Public Works Director will 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 will 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, will 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 will 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 will 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 will return with county seniority for purposes of computing fringe benefits, except the period of layoff will not be counted. Laid off employees will retain seniority for recall purposes for twelve (12) months following the effective date of the layoff. Fringe benefits will include vacation leave accrual rates, sick leave accrual rates

and longevity. Employees' sick leave balances will 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, will notify the county Human Resources Division and will complete a Layoff Application identifying positions for which they are potentially qualified. Qualified employees will receive consideration by individual departments prior to open recruitment and hiring of new employees for regular full-time position vacancies. Laid off employees will 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 who have completed their new hire probationary period will 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 their 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 their 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 their 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. Criminal Misconduct.
  - a. The commission of any felony crime, regardless of location or time, that is or may be work related, which may impair the employee's ability to perform their duties, or which is so disruptive to the work relationship between the Employer and the employee or the employee and their coworkers that the Employing Official feels compelled to terminate the employee rather than tolerate the disruptions and inefficiencies that continued employment may cause.
  - b. The commission of a misdemeanor 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 will 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 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 designee, may charge an employee vacation leave, in lieu of suspension without pay.
4. Demotion. The Public Works Director, or 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 their current position, but meets the qualifications for the position to which they are 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. The Employer may, at its discretion, place employees on paid administrative leave during disciplinary investigations. Employees on paid administrative leave must remain available during their normal hours of work. Paid administrative leave is not considered discipline and is not subject to the grievance procedure.
2. Hearing Required. The Public Works Director, or designee, will 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 will be initiated by the Public Works Director, or designee, by providing the employee with a written notice. The notice will 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 will 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 will be given an opportunity to respond orally or in writing at the pre-disciplinary hearing.
4. Pre-Disciplinary Hearing. The hearing will be informal. The purpose of the hearing will 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 designee, will 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 will be in writing and will 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 will acknowledge receipt of the disciplinary action by signature on the final notice of the disciplinary action. Upon signature, such disciplinary action notice will 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 designee, may note such refusal on the notice prior to forwarding to Human Resources for filing.

#### **ARTICLE 14 - PAY PERIOD**

The pay period will be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday. Employees will receive their biweekly deposit 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 C), the workweek has been redefined and is identified in Appendix C 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 will use the automatic payroll deposit that the County provides by assigning this direct deposit of their biweekly pay deposit 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 will 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 will be subject to discharge.
- B. A picket line, strike, slow-down or other interference with County functions by any other union or bargaining unit will 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 will be subject to discharge.

## ARTICLE 17 - SAVINGS CLAUSE

- A. The Union and the Employer will 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 will degrade from the provisions of this Agreement. Nor will the Employer's Personnel Manual constitute a supplemental contract. Rather it will only be used when possible to give meaning to the contractual provisions contained herein.
- B. If any provisions of this Agreement will 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 will not be held invalid and will remain in full force and effect. In such event the parties will 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 will 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 will be deemed the entire Agreement between the parties and no oral or written statement will 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. 2022. Effective the first full pay period of 2022:
1. All salary schedules will be increased by five percent (5.0%).
  2. Employees in Steps 1-6 of their assigned salary range will be advanced four (4) steps in the range. Employees advanced through this paragraph will retain their step anniversary date.
  3. Employees in Steps 7-13 of their assigned salary range will be advanced two (2) steps in the range. Employees advanced through this paragraph will retain their step anniversary date.
  4. Employees on Step 14 of their assigned salary range will be advanced one (1) step in the range to Step 15.
  5. The step increases described in this Section remain subject to Section A.1 of Appendix B.
- B. 2023. Effective the first full pay period of 2023, all salary schedules will be increased by two and one-half percent (2.5%).
- C. 2024. Effective the first full pay period of 2024, all salary schedules will be increased by two percent (2.0%).
- D. All wage increases set forth above will be applied to the first step of each wage scale. Each wage step thereafter will be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step.
- E. Central Kitsap Treatment Plant (CKTP) Premium. To incentivize employees to obtain the higher-level certifications necessary to maintain the Public Works CKTP, and to maintain market comparability in the impacted positions, employees will be eligible for certification premiums as follows:
1. Plant Operator: Employees within the classification of Plant Operator who are assigned to work at CKTP and who have obtained a Wastewater

Treatment Plant Operator Level III certification or higher will receive a seven percent (7%) premium pay for all compensable time.

2. Plant Operator Supervisor: Employees within the classification of Plant Operator Supervisor who are assigned to work at CKTP and who have obtained a Wastewater Treatment Plant Operator Level IV certification will receive a ten percent (10%) premium pay for all compensable time.
3. Employees receiving the certification premiums above will remain eligible to receive shift differential pay in accordance with Article 26, Section B.7 (Shift Differential).

## **ARTICLE 20 - SALARY STEPS/EVALUATIONS**

The pay scales for the bargaining unit are available online:  
<https://www.kitsapgov.com/hr/Pages/payscales.aspx>. Step movement is as follows:

### **A. Step Advancements.**

1. 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** the employee receives an overall satisfactory performance evaluation.
2. All employees hired on or after January 1, 2020, will advance within a pay grade as follows, provided the minimum performance requirement is met in accordance with Section 1 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-top step	Progress to the next higher step following twelve months of service at the current salary step

3. Does Not Meet Requirements for a Step Increase: If an employee receives an evaluation that does not meet the 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 will be granted the step increase effective on the date that they meet the score requirements.

4. The step increment date will 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 receive a written evaluation on or about the 180th calendar day after employment. Every regular full-time or regular part-time employee will be evaluated annually thereafter. Additional personnel evaluations may be used when deemed appropriate by the Public Works Director or designee and agreed upon by the employee. Evaluations will 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. Evaluation Process.
  - a. Evaluations will be in writing and dated.
  - b. The employee has, if they so desire, two (2) days to study their evaluation prior to the required discussion with the Employer and prior to the evaluation being acknowledged by the employee signature. In no event will an employee refuse to sign an evaluation. By signing an evaluation an employee only acknowledges and does not necessarily concur with the evaluation.
  - c. An employee may challenge an evaluation through the grievance procedure set forth in Article 9.
  - d. The employee may include comments in response to their evaluation and the comments will become a permanent part of the employee's personnel file.

**ARTICLE 21 - LONGEVITY BONUS**

- A. All employees hired prior to January 1, 2014, will, upon completion of the following years of employment, receive longevity pay as follows:

After 5 thru 10 years service.....	1.5% of base hourly rate
After 10 thru 15 years service.....	2.0% of base hourly rate
After 15 thru 20 years service.....	2.5% of base hourly rate
21+ years service .....	3.0% of base hourly rate

- B. Longevity pay will 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, longevity pay will 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 longevity pay will be computed from the date of re-employment; **except**, longevity pay will 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.
- C. Regular full-time or part-time employees hired on, or after, January 1, 2014 will not be eligible for the Longevity Bonus. None of the provisions contained in this Article will 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 Sewer, Stormwater or Solid Waste 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 (24) 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 will be issued a radio, a portable phone, and/or a tablet capable of summoning attention dependent on the work group. The standby personnel will carry the issued device(s) at all times and will be immediately available.  
  
Standby personnel when called out to respond to an emergency will 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 will 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 the employee's 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. Unless otherwise approved by the Division Manager, employees will not be permitted to remain on standby for more than two (2) consecutive weeks.
- F. Duration of a standby assignment will 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; provided that absent approval by the Public Works Director or designee, County vehicles may not be taken to an employee's home outside of Kitsap County. 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 employee must comply with the County's Vehicle Use 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 their regularly scheduled hours will 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 will receive one and one-half (1-1/2) times his regular rate of pay only for time as occurs before the start of their regular shift. Beginning with the hours of their regular shift, the employee will be paid at straight time pay until the end of their regular shift, whether paid for by worked hours, accrued vacation 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, the employee will 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 will 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 will be considered into the hourly rate for the new position. The Public Works Director or designee has the authority to offer up to step 6 of the applicable pay grade. Appointment at step 7 or above must be approved in writing by the County Administrator if the increase is excess of five percent (5%).

Candidates progressing to a higher classification by promotion or automatic progression will be eligible to progress on the first day of the first pay period following the date that the minimum qualifications and requirements for progression are met.

## **ARTICLE 25 - COMPENSATION FOR TRAVEL & TRAINING**

The Employer will reimburse employees for authorized use of private automobiles for County business or in the performance of their employee's official duties at the rate of established by the Internal Revenue Service for actual miles traveled. In no event will reimbursement for miles driven exceed an amount equal to the round trip coach airfare of a common carrier. Mileage reimbursement will not be paid for miles driven by an employee from their usual place of residence and usual work location. Reimbursement for travel and training will be as set forth below.

- A. Mandatory Training. Employees who are required to attend a training class by their supervisor will 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 their 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 the employee's residence and the training location.
- B. Voluntary Training. Employees who are attending a pre-approved voluntary training class will 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 the employee's 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 the employee's 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

3. Commercial Driver's License ("CDL") Training. For those positions that require employees to obtain and maintain a CDL within twelve (12) months of employment, the Employer will pay for time spent in training, fund the costs of tuition, and fund certain related expenses, provided that employees who resign or are terminated less than four (4) years after receiving Employer-funded training/licensure will be subject to a repayment obligation. Employees will be obligated to pay the fee for their initial CDL. The details of the funding provided by the Employer and the repayment obligation will be included in a Tuition Reimbursement Agreement that an employee is required to sign as a condition of receiving the Employer's assistance with CDL training.

D. The County will reimburse employees renewal fees associated with maintaining essential certifications or endorsements identified in the job classification that are other than the employee's personal driver's license. All employees required to maintain a CDL will be subject to all rules and regulations issued by the federal and state government.

**ARTICLE 26 - HOURS OF WORK**

A. Work Week: A work week will consist of forty (40) hours, which will 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 C; **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, will have the discretion to designate certain work groups to work a 9/80 Compressed Workweek Schedule as provided in Appendix C. 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 C 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 will 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, will have the authority to change shift hours for emergencies and employees will work the revised emergency shifts until the emergency is concluded. Employees will 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 designee.
- 5. Shifts will be scheduled for a minimum of forty-five (45) days and shift changes will be after a fourteen (14) day advance notice; **except**, in cases

of emergencies and required adjustments due to compensable leaves of absences. Employees will 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. In those cases, the Employer will give at least one (1) day's notice prior to temporary reassignment to a changed shift. Employees working temporarily modified work hours as described in this paragraph will receive a 10% Shift Differential for actual hours worked between 6 p.m. and 6 a.m. This provision will not apply to one-night low flow operation as set forth in 23.B (Call Back).
  7. Employees will 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 will only be paid for Swing or Graveyard shifts actually worked or taken as sick leave. Employees assigned to a Swing or Graveyard shift will 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 their 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 will 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 will remain within the area subject to immediate callback should the workload require it. The Union and the employees will work with the Employer to ensure that rest breaks are not abused but are used within the time frames and for the purpose intended.
- D. Meal Periods - The parties agree to meal periods that vary from and supersede the meal period requirements of WAC 296-126-092. The Employer will 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 will 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 will 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 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 will constitute overtime and will 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 will be considered actual hours worked for the purposes of calculating overtime, except that previously earned compensatory time taken off will 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) will be paid overtime compensation for each additional hour(s) worked on RDO as follows:
1. The first RDO worked will 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 will be paid overtime compensation at the rate of two (2) times the employee's regular rate of pay for; **provided**, the employee will not be paid overtime for consecutive days worked due to shift changeover. Overtime will be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes will 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 C 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 their 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, will be paid to the employee.
- F. Use of compensatory time off will be scheduled at times mutually agreeable to the employee and Public Works Director or designee.
- G. No pyramiding. Compensation will not be paid more than once for the same hours under any provision of this Agreement.

## **ARTICLE 28 – INSURANCE**

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

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

### **B. Medical Insurance Contributions:** From January 1, 2022 through December 31, 2024, the County will provide medical insurance to employees and their eligible dependents through the plans described in Appendix D.

1. **Regular Full-Time Employees:** Regular full-time employees will contribute towards the cost of medical insurance for their coverage and coverage of their dependents based on the plan and tier of coverage they select through the County's open enrollment processes. Employee contributions for years 2022, 2023 and 2024 are specified in Appendix D. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter. For example, if the rates increase by three percent (3.0%), both the County and employee contributions will increase by three percent (3.0%). 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. Part-time employees will be responsible for paying the remainder of the costs of medical insurance, as specified in Appendix D.

C. **Waiver of Medical Coverage:**

1. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred fifty dollar (\$150.00) 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. Full-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive premium.
2. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. 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. Regular, part-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive premium.

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

E. **Dental Benefits:**

1. **Premiums:**
  - a. **Regular, full-time employees** The County will 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.
  - c. **Employee Premium Contributions:** Employees will be responsible for paying the portion of their dependent premiums that are not covered by the County's contribution.



2. All regular full-time and part-time employees will participate in a County-sponsored dental plan.
  3. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit). Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction.
- G. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.
- H. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
- I. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.
- J. **Changes to Coverage During Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.
- K. **CDL Physicals:** The County agrees to pay for required CDL physicals as frequently as required by the examining doctor
- L. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
- M. **Pre-Tax Payments:** All employee contributions will be made pre-tax.
- N. **WA Paid Family and Medical Leave:** Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave benefits is established by Washington State law and is therefore independent of this Agreement. Employer and Union agree that premiums and benefits are established by law and will be deducted accordingly.
- O. **Medical Benefits Committee.**

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

membership and approval by the Board of County Commissioners as part of a successor collective bargaining agreement.

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to establish more definite rules for the Medical Benefits Committee's function. Beginning at any time during the term of the agreement, the County or the Medical Benefits Committee may call for joint labor-management discussions, as mutually agreed by the parties, to draft and propose rules for the committee. Any committee rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

### **ARTICLE 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").

The contribution rate in this section will be effective on the 91<sup>st</sup> 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 will 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 will not be reported as part of the employee's wages to the State Department of Retirement Systems or the Internal Revenue Service, nor will 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 vacation leave as provided in Article 31.E (vacation 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 (vacation 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 will 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 will be kept at prescribed work locations and any unauthorized use of each will be subject to disciplinary action.
- D. Boot Allowance:
  - 1. Employees who are required to wear quality safety boots will wear boots meeting ASTM F2413-05 or ANSI Z41 Class 75 specifications, and will ensure that their safety boots are in safe working order at all times. An employee’s failure to wear required protective footwear while at work may subject the employee to disciplinary action.
  - 2. The County will reimburse those employees required to wear safety boots up to \$300 every two consecutive calendar years for purchase of protective footwear. If the employee makes an individual purchase of less than \$300 in the first calendar year, the remaining balance will carry over to the following year; however, under no circumstance will an individual be reimbursed more than \$300 over a period of two consecutive calendar years. Safety boots must be purchased by the employee on their personal time. Following purchase, the employee will complete an employee expense report and provide the employer with a receipt for purchase and certification that the boots meet the standard identified above. Any costs associated with the purchase which exceed the designated annual allowance will be the responsibility of the employee.

3. Safety boots purchased by the employer are not to be worn away from the job but may be worn while commuting to and from work.
4. The employer will strive to provide workers with the names of work wear suppliers offering employee discounts. Workers are encouraged to take advantage of these offers for the purchase safety boots and employee provided work wear.

### **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 will be paid holidays for all full-time employees covered under this Agreement:

#### COMMONLY CALLED

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Native American Heritage Day	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>
2 Floating Holidays	Employee's choice with approval of Supervisor

- C. If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on a Saturday, it will be observed the preceding Friday. Employees who work in a seven-day per week and/or twenty-four hour per day program will 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 will not accumulate from year to year.
- E. If the holiday is observed on one of the employee's regular days off, the employee will have an additional day of vacation leave added to their vacation leave accrued balance for each such holiday.
- F. If an employee works on the observed holiday, the employee will 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. With prior approval of the Director or designee, employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. 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 will 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 - VACATION LEAVE**

- A. All employees hired prior to December 1, 1997, will accrue vacation 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, will accrue vacation 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 16.67 hours for each full calendar month of employment.
- C. Eligible part-time employees accrue prorated vacation leave based on the employee's established and approved FTE status.
- D. Employees will attempt to use vacation leave during the year in which it is earned. No more than 45 days of vacation 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 designee. Vacation leave will 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 will prevail. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the employee having greater seniority will prevail. If an employee is prevented by the Public Works Director or designee from taking vacation leave and if, as a result of such, the employee has more than 45 days of vacation leave (360 hours), accumulated on December 31, then upon approval by the Public Works Director or designee, the employee will 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 Vacation Leave) below), retirement, layoff, dismissal or death, the employee or beneficiary thereof will be paid for unused vacation leave at the rate being paid at the time of separation.
- F. Upon resignation, an employee who fails to surrender any County-issued equipment for which the employee signs will forfeit ten (10) days of accrued vacation leave and be paid for the balance over ten (10) days.

- G. All requests for vacation leave submitted to the employee's supervisor will be acted upon and the employee will 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 will record all dates they desire for vacation leave for that calendar year prior to January 31. Employees will insure that there is no conflict with the dates they request and other employees in their work group. In the event of concurrent or conflicting requests, the Public Works Director or designee will 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 vacation leave for periods that he or she has been scheduled for "Standby Status," as provided in Article 22 (Standby), will be responsible to obtain a qualified substitute for the affected period, and will provide such information to the appropriate supervisor at the time of the employee's request for vacation leave.

### **ARTICLE 33 - SICK LEAVE**

- A. All employees hired prior to December 1, 1997, will 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, will 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 will 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, the employee 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 will receive no sick leave pay. Upon separation from service all sick leave credits will be canceled; **provided**, employees who separate and obtain reemployment within one (1) year will 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.
- K. Employees will 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, vacation 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 vacation leave on a 10 to 1 ratio; provided that employees must maintain a minimum of forty (40) hours in their sick leave bank. (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 vacation leave). Under no circumstances will 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 will 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, will 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, will 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, will 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 will 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 will 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 will be granted at the sole discretion of the Employer.
- D. Upon return from leave of absence, the employee will be entitled to the former position or a similar position and there will 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 will be deducted.

## **ARTICLE 38 - ABSENCE WITHOUT AUTHORIZED LEAVE**

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

## **ARTICLE 39 - FURTHER NEGOTIATIONS**

- A. This Agreement will be in full force and effect from January 1, 2022 or upon the date of ratification, whichever is later, through December 31, 2024, 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 will be restricted to the subjects agreed upon in advance in writing and will not, therefore, open all subjects to negotiations.
- C. On or before September 1, 2024, the Union or the Employer will 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 will 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 will be subject to the County's resolution relating to Workplace Violence.

## **ARTICLE 42 – TIME LOSS BENEFITS – COORDINATION WITH SICK AND VACATION LEAVE**

- A. An employee who is receiving time loss compensation will be considered to be on leave without pay status, except as otherwise provided below, and will not accrue vacation 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 vacation 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 vacation leave will be used. In the alternative, upon receipt of an employee's written request, accrued vacation 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 Vacation 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, will 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 vacation 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, will 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.

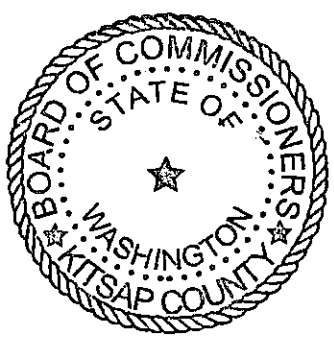
DATED this 14 day of January 2022

**TEAMSTERS, LOCAL 589**

  
Mark Fuller, Secretary/Treasurer

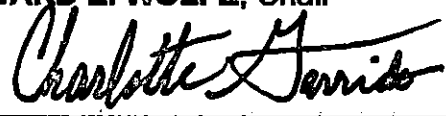
DATED this 24 day of January 2022

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

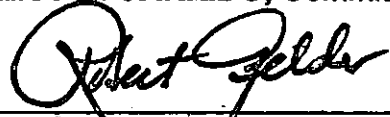


NOT PRESENT

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  
Instrument & Control Technician  
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 - Classification Automatic Progressions & Certification/License Requirements

### 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 designee's discretion, Plant Operator vacancies may be filled using this classification.

This classification will 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 their current wage, on the first day of the first pay period following certification.

### B. Maintenance & Operations Technicians

This will 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 will 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 Driver's 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 will be moved into the M&O Specialist pay scale.

C. Construction Inspector Automatic Progression Series

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

1. Employees in the Construction Technician classification will 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 will 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. Maintenance & Operations (M&O) Crew Supervisor (PID U26)

A Wastewater Treatment Plant Operator 1 certification will be required to be obtained by the M&O Crew Supervisor position (PID U26) that oversees the operation, maintenance, repair and/or replacement of a variety of gasoline, propane, and diesel-powered mechanical equipment associated with wastewater treatment plants and sewage pump stations. Within twenty-four (24) months of an employee's date of hire or transfer into this position, the employee will obtain a Wastewater Treatment Plant Operator 1 certification.

- E. Candidates progressing to a higher classification by promotion or automatic progression will be eligible to progress on the first day of the first pay period following the date that the minimum qualifications and requirements for progression are met.
- F. 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.
- G. Employees progressing to a higher classification under this automatic progression series will be moved into the higher classification's pay scale at the step that provides 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 will be considered into the hourly rate for the new position. The Public Works Director or designee have the authority to offer up to step 6 of the applicable pay grade. Appointment at step 7 or above must be approved in writing by the County Administrator if the increase is excess of five percent (5%). .
- H. 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.
- I. Failure to maintain certifications may result in a delay in a step increase and/or discipline up to and including termination.



## APPENDIX C - 9/80 COMPRESSED WORKWEEK SCHEDULE

<p><b>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.</b></p>								
<p><b>OPTION A SCHEDULE -- Reflects the new redefined workweek schedule for Option A during the 9/80 shift</b></p>								
<b>OPTION A: Workweek 1</b>		<b>Redefined Workweek #1:</b> Begins on Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.						
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.)	<b>Workweek 1: Total Actual Hours Worked: 40</b>
<b>OPTION A: Workweek 2:</b>		<b>Redefined Workweek #2:</b> Begins the following Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.						
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	<b>Workweek 2: Total Actual Hours Worked: 40</b>
<p><b>OPTION B SCHEDULE -- Reflects the new redefined workweek schedule for Option A during the 9/80 shift</b></p>								
<b>OPTION B: Workweek 1:</b>		<b>Redefined Workweek #1:</b> Begins Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.						
Fri OFF	Saturday OFF	Sunday OFF	Monday 9 hours	Tuesday 9 hours	Wednesday 9 hours	Thursday 9 hours	Friday 4 hours	<b>Workweek 1: Total Actual</b>

(begins at 11:00 a.m.)			6:30-4:00	6:30-4:00	6:30-4:00	6:30-4:00	7:00-11:00	Hours Worked: <b>40</b>
<b>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.</b> <b>Redefined Workweek #2: Begins Friday at 11:00 a.m. and ends the following Friday at 10:59 a.m.</b>								
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	<b>Workweek 2: Total Actual Hours Worked: <b>40</b></b>

**APPENDIX D – EMPLOYEE INSURANCE CONTRIBUTIONS**

<b>Kitsap County Monthly Insurance Rates &amp; Contributions for Full-Time Employees (30+ Hrs/Week)</b>												
<b>Kaiser Permanente of WA (HMO Plan)</b>	<b>Employee Only</b>			<b>Employee + Child(ren)</b>			<b>Employee + Spouse</b>			<b>Employee + Family</b>		
	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>
<b>Value</b>	0.00	0.00	0.00	53.72	59.09	62.05	77.20	84.92	89.17	129.14	142.05	149.16
<b>Classic</b>	38.88	42.77	44.91	120.74	132.81	139.45	155.68	171.25	179.81	236.34	259.97	272.97
<b>HDHP w/HSA*</b>	0.00	0.00	0.00	33.60	36.96	38.81	46.88	51.57	54.15	80.04	88.04	92.45

<b>Aetna (PPO Plan)</b>	<b>Employee Only</b>			<b>Employee + Child(ren)</b>			<b>Employee + Spouse</b>			<b>Employee + Family</b>		
	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>
<b>Value</b>	27.36	30.10	31.60	101.62	111.78	117.37	132.64	145.90	153.20	205.58	226.14	237.44
<b>Classic</b>	84.58	93.04	97.69	201.76	221.94	233.03	249.94	274.93	288.68	365.76	402.34	422.45
<b>HDHP w/HSA*</b>	10.72	11.79	12.38	50.92	56.01	58.81	67.00	73.70	77.39	107.22	117.94	123.84

<b>Kitsap County Monthly Insurance Rates &amp; Contributions for Part-Time Employees (20+ to less than 30 Hrs/Week)</b>												
<b>Kaiser Permanente of WA (HMO Plan)</b>	<b>Employee Only</b>			<b>Employee + Child(ren)</b>			<b>Employee + Spouse</b>			<b>Employee + Family</b>		
	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>
<b>Value</b>	190.16	209.18	219.63	363.66	400.03	420.03	440.20	484.22	508.43	612.46	673.71	707.39
<b>Classic</b>	228.84	251.72	264.31	430.68	473.75	497.44	518.68	570.55	599.08	719.66	791.63	831.21
<b>HDHP w/HSA*</b>	150.98	166.08	174.38	282.02	310.22	325.73	340.18	374.20	392.91	470.84	517.92	543.82

<b>Aetna (PPO Plan)</b>	<b>Employee Only</b>			<b>Employee + Child(ren)</b>			<b>Employee + Spouse</b>			<b>Employee + Family</b>		
	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>	<b>2022</b>	<b>2023 +10%</b>	<b>2024 +5%</b>
<b>Value</b>	238.18	262.00	275.10	447.92	492.71	517.35	538.14	591.95	621.55	747.04	821.74	862.83
<b>Classic</b>	295.40	324.94	341.19	548.06	602.87	633.01	655.44	720.98	757.03	907.22	997.94	1,047.84
<b>HDHP w/HSA*</b>	191.44	210.58	221.11	352.12	387.33	406.70	421.86	464.05	487.25	582.52	640.77	672.81