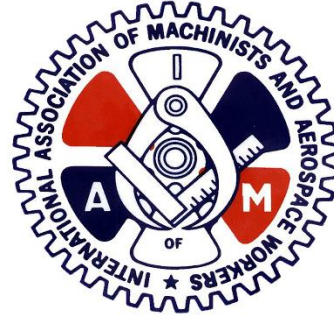




**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
KITSAP COUNTY
AND
OPERATING ENGINEERS, LOCAL 302
TEAMSTERS, LOCAL 589
IAM & AW, DISTRICT 160, LOCAL 282
LABORERS UNION, LOCAL 252**

KC-280-25

June 1, 2025, through December 31, 2027

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COLLECTIVE BARGAINING AGREEMENT KC-280-25

This Agreement sets forth the entire Agreement by and among the **COUNTY OF KITSAP, WASHINGTON**, hereinafter referred to as the “Employer” and **OPERATING ENGINEERS LOCAL 302; TEAMSTERS LOCAL 589; IAM & AW, DISTRICT 160, LOCAL 282; LABORERS UNION LOCAL 252**; hereinafter referred to as the “Council.”

ARTICLE 1 – RECOGNITION

The Employer recognizes the following Unions as the exclusive bargaining representative for employees working in classifications in the Road Fund and the ER&R Fund covered by their respective Bargaining Unit for which the unions (hereinafter referred to as the COUNCIL) collectively bargain with the Employer:

Union

APPENDIX

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

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. 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.
- C. The parties agree to bargain any changes to state or federal law that impact this article.

ARTICLE 3 – UNION/EMPLOYER RELATIONS

- A. All collective bargaining regarding wages, hours and working conditions of employment will be conducted by authorized representatives of the Unions and the Employer. The COUNCIL and County agree that if any new classifications are established, which are appropriate to this Bargaining Unit, both parties will meet to negotiate the wages, hours and working conditions. Any Agreements on new classifications will become effective only when signed by both the County and the COUNCIL.
 - 1. Ratio of Operating Engineers-represented positions versus Teamsters-represented positions in the classification of Maintenance and Operations Specialist, Maintenance and Operations Coordinator, and Maintenance and Operations Crew Supervisor will remain as follows:
 - a. The parties agree that there will be 1 actual Operating Engineer position for each 1 actual Teamster position, plus or minus 3 in either Craft not counting the Traffic Shops; and
 - b. The parties agree that there will be 1 actual Laborer position for each one-and-a-half Teamsters positions, plus or minus 3 in either Craft not counting the Traffic Shops or Summer Extra Help.
- B. Maintenance & Operations Supervisors will not do Bargaining Unit work except in cases of emergency.
- C. An employee in the Bargaining Unit (Shop Steward and/or a member of the negotiating committee) may be granted reasonable time-off (on County time) while engaged in official COUNCIL/Employer business involving contractual matters, such as attending a grievance meeting, labor-management meeting, or negotiations, **provided**:
 - 1. They notify Public Works Director or designee, at least twenty-four (24) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement.
 - 2. The Employer is able to properly staff the employee's job duties during the time-off period.
 - 3. Employees in the Bargaining Unit will not transact Union business while working on shift, except that employees may conduct occasional and limited Union discussions which do not in any way interfere with the operation or normal routine of the department.

ARTICLE 4 – DEFINITIONS

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

A. Bargaining Unit:

1. Included: All employees working in classifications in the Road fund and ER&R Fund as defined in ARTICLE 1 (Recognition) hereof.
2. Excluded: Maintenance & Operations Supervisors, confidential employees, clerical employees, technical employees and all other employees of the Employer.

B. Employee: A full-time, part-time, or temporary employee in the Bargaining Unit (as defined in ARTICLE 1, Recognition).

C. Employer: Will mean County of Kitsap, Washington.

D. Full-time Employee: An employee who is hired to work a yearly pre-determined schedule of at least forty (40) hours per week.

E. Overtime: Will mean all work performed in excess of regularly scheduled hours actually worked in any one day. Sick leave, vacation leave, and any other compensable absence are not considered hours worked for the purposes of calculating overtime thresholds, ~~provided however, compensatory time previously earned will be considered actual hours worked when taken off for the purposes of calculating overtime thresholds~~ (See Article 25.C (Overtime Computation)).

F. Part-time Employee: An employee who is hired to work a yearly predetermined schedule of less than forty (40) hours per week and more than twenty (20) hours per week.

G. Probationary Employee: An employee serving a test period of work evaluation as a new employee or a promoted employee prior to regular status as a new or promoted employee. Newly hired probationary employees terminated during or at the conclusion of the test period have no rights of appeal or recourse to the grievance procedure for said termination decision. Promoted employees who are demoted during or at the conclusion of the test period have no contractual recourse to the grievance procedure. A probationary employee is eligible to use accrued vacation and sick leave and their floating holiday.

H. Probationary Period:

1. New Hire: The probationary period for a newly hired employee will be six (6) months. At the option of the Employer, the probationary period of a newly hired probationary employee may be extended, not to exceed three

(3) additional months. **Provided**, the extended probationary period will not affect the employee's eligibility for scheduled increases in rate of pay. Newly hired probationary employees may be terminated at any time during or at the conclusion of the employee's probationary test period.

2. Promoted Employee: The probationary period for a promoted employee will be three (3) months; **provided**, at the option of the Employer, the probationary period may be extended, not to exceed three (3) additional months. Promoted employees may be deemed to have failed the probationary status at any time during or at the conclusion of the test period. In the event the employee fails probation in the promotional position, the employee will be restored to their position or an equivalent position in the same wage grade.
- I. Promotion: Advancement from one job classification to a job classification with a higher pay range.
- J. Regular Employee: An employee in a budgeted position, who has successfully completed the probationary employment period. Regular employees are credited with continuous service from the date of hire.
- K. Seniority: Length of credited service with the Public Works Department by an employee, which includes periods of authorized paid leave, temporary layoffs not to exceed two (2) years, and time between separation and re-employment not exceeding thirty (30) days.
- L. Supervisors: Below are the Supervisor classifications currently in the Council bargaining unit:
 - Equipment Services Crew Supervisor
 - Roads Crew Supervisor
 - Traffic Crew Supervisor

Supervisory functions are identified in the applicable position descriptions of these classifications, and they include as key elements of a supervisor's duties conducting performance coaching and evaluations and issuing disciplinary actions (oral, written), as necessary and appropriate for violations of Kitsap County and Departmental policies and directives.
- M. Extra Help Employee: An employee who performs Bargaining Unit work that is temporary in nature as a result of emergency, peak workloads, or substitution for other employees not exceeding seven (7) continuous months. Extra Help employees will be paid the respective wage scale of the classification worked as established pursuant to ARTICLE 19 (Wages), plus any overtime provided for under ARTICLE 25 (Overtime) of the Agreement and any shift differential provided for under ARTICLE 24.B (shift differential) of the Agreement. No

additional wages, pay, or benefits established for employees under this Agreement will be due to Extra Help employees except as provided for by statute.

N. Union: Will mean the following:

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

O. Work Group: The group of employees assigned to either Road Maintenance Shops, Traffic Maintenance Shop, Traffic Signal Shop, or Equipment Services Division. With respect to Road Maintenance Shops, work group is defined as all Road Maintenance Shops collectively, rather than each individual Road Maintenance Shop.

ARTICLE 5 – NON-DISCRIMINATION

- A. Neither the Employer, Union, nor any employee will in any manner whatsoever unlawfully discriminate or retaliate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, sexual orientation, veterans status, marital status, national origin, age, or sensory, mental or physical disabilities, or other status protected by applicable law; except, that such factors may be considered in employment decisions were determined to be a bona fide occupational qualification under the guidelines promulgated by the Federal Equal Employment Opportunity Commission. Any action that would not constitute discrimination under application statutes, regulations, or case precedent will not constitute a violation of this contract provision.
- 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

- A. Except as otherwise expressly and specifically limited by the terms of this Agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the Employer or any part of the Employer. The rights of employees in the Bargaining Unit and the Union hereunder are limited to those specifically set forth in this Agreement. The Employer retains all prerogatives, functions, and rights not specifically granted by law and those set forth in this Agreement. The Employer 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.

- B. Each new or amended written policy changing the terms and conditions of employment will be presented to each Union for review and comment at least thirty (30) days prior to implementation. **Provided, however,** that no policy may be implemented that conflicts with the rights specifically set forth in this Agreement.

ARTICLE 7 – GRIEVANCE PROCEDURE

- A. Purpose: The County and Union recognize the importance of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this goal, every effort will be made to settle grievances at the lowest possible level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances in good faith. There will be no suspension of work or impediment in the operation of the County during the grievance process.
- B. Time Limits: Any time limits stipulated in this Article may be extended for stated periods of time by the parties by mutual written Agreement (to include email), and any step or steps of the procedure may be waived by mutual written Agreement (to include email) in an effort to expedite the matter. If the Union fails to file a grievance or advance a 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.
- C. Where time limits are expressed in working days, "working days" will mean Monday through Friday, excluding holidays.
- D. 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 the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in this Section.
- E. Union Representation: 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.

F. Non-Meritorious Grievances: Nothing in this Agreement will be so interpreted as to require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

G. Procedure:

Step 1 – Oral Discussion – The aggrieved employee, with Union representation, will meet with the M&O Manager or Assistant Public Works Director, or designee, within fifteen (15) working days of the alleged grievance, or knowledge of alleged grievance, to attempt to resolve the difference at that level. The M&O Manager or Assistant Public Works Director, or their designee will attempt to resolve and respond to the grievance within fifteen (15) working days after it is presented.

Step 2 – Written Grievance – If no settlement is reached in Step 1, the 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 or designee within fifteen (15) working days following the response of Step 1. The Public Works Director, or 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 or designee is not available to receive a written grievance, then such grievance will be filed with the Public Works Director's administrative assistant. The period during which the Public Works Director, or 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 represent the grievance, in writing, to the Chair of the Board of County Commissioners within fifteen (15) working days following receipt of written decision in Step 2. Upon receipt, the Chair of the Board of County Commissioners or, at their option, the County Administrator will within fifteen (15) working days schedule a grievance hearing and within thirty (30) working days hear the grievance. The Step 3 written decision will be issued within fifteen (15) working days after the grievance hearing.

Step 4 – In the event a grievance is not satisfactorily settled in Step 3, the Union may submit the matter to arbitration under the procedures described below. The Union's request for arbitration must be made within fifteen (15) working days after receipt of the Step 3 decision.

- a. Arbitration Selection: In regard to each case reaching Step 4 the parties will attempt to agree on an Arbitrator to hear and decide the

particular case. The parties will have ten (10) working days from the submission of the written request for arbitration to attempt to agree to an Arbitrator. If the parties are unable to agree to an Arbitrator within that timeframe, the moving party will have five (5) working days to request a list of seven (7) names of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The request will be limited to arbitrators from the region that includes Washington and Oregon. 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 representative(s) 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 the hearing, except when there is a 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, the decision 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, a date will be designated by the Arbitrator. In the case briefs are 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 fee and expenses of the Arbitrator and the costs associated with jointly requested list of names will be split equally by the parties.

ARTICLE 8 – JOB VACANCIES

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

A hiring register will be valid for a minimum of six (6) months and may be extended for an additional six (6) months at the discretion of the Public Works Director, or designee. All candidates placed on the hiring register will receive written/email notification of their placement on the hiring register.

- C. **Reassignment to Another Road Shop Prior to Posting:**
 - 1. Prior to posting a vacancy covered within this CBA for a road shop, the department will notify employees in other road shops of the option to be reassigned to that vacancy. Employees interested in being reassigned, to the same classification, but to a different road shop, will submit a request through their supervisor to be reassigned to the vacant position.
 - 2. All reassignment requests will be considered in order of submission, prior to posting the vacancy or filling the vacancy via the transfer list, and the Public Works Director or designee may, at their discretion, approve or deny that request. The request will last until withdrawn, granted or denied.
 - 3. If the request is approved and the reassignment will be to a vacant position in a different bargaining unit covered by this Agreement, the employee will have the option to remain represented by their Union; however, the ratios set forth in Article 3.A.1 will be maintained by reassigning a different vacant position.

4. Any reassignment requests submitted after the vacancy has been posted will be considered after the register is depleted for that posting.
5. This Section will only apply to postings for vacant positions and will not apply to temporary assignments to another road shop for a time- or project-specific duration.

D. Types of Job Postings:

1. **Outside Posting:** The Public Works Director, or designee, may post a notice of job vacancy to the general public. Applications are accepted from qualified persons who wish to apply.
2. **Departmental Only Posting:** The Public Works Director, or designee, may post a vacancy to employees of their department. Applications are restricted to employees in regular, budgeted positions within the employing department.
3. **County Wide Posting:** The Public Works Director, or designee, may post a vacancy internally to employees of Kitsap County. Applications are restricted to employees in regular, budgeted Kitsap County positions.
4. **Transfer Posting (for Reassignment, see Article 8.C Above):** The Public Works Director, or designee, may fill a vacancy from the transfer list. The transfer posting is only available to employees in regular, budgeted positions. The transfer posting can only be used for positions on an equal or lower pay grade than the candidate's current pay grade. Transfer posting may not be used for promotional positions. When an employee transfers to a different position with the same pay grade, the employee will maintain their existing compensation. If an employee transfers to a position at a lower pay grade, and there is not corresponding equal pay rate, the employee will be placed on the step closest to, but not below their current pay rate. If the transfer results in a pay increase, the step increase date will change to anniversary date of the effective date of transfer. The employee will retain their previous step increase date upon transfer if there is no increase in pay. If an employee transfers to a lower pay rate and is currently making above step 10 of the new pay rate, the employee will be placed at step 10, even if this results in a decrease.

ARTICLE 9 – WORK PERFORMED IN HIGHER CLASSIFICATION

- A. An employee assigned with mutual agreement in writing to perform the duties in classification level Crew Supervisor or above for a complete workweek (or more) will be paid for all compensated hours in the higher classification, at five percent (5%) above their existing rate of pay, or the minimum step of the salary range for the approved classification, whichever is greater; **provided:**

1. That the referenced complete workweek, and time in excess of a complete work week, means the number of consecutive workdays (excluding weekends) in the employee's normal workweek (e.g. five for employees working a 5/8 schedule; four or five for employees working a 9/80 schedule; four for employees working a 4/10 schedule). The timeline will relate to consecutive workdays for each separate and specific incident or job project. The County will not unreasonably divide work assignments to avoid paying an out-of-class premium.
2. Employee(s) must be determined qualified by the Public Works Director, or designee;
3. The Employee(s) working out of class is performing all duties required of the position during the period the employee is 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 from overtime for all hours worked in the exempt level position and will receive overtime as provided by Article 25 - Overtime;
5. Employees in a represented position assigned to work out-of-class in a non-represented or other bargaining unit position will still be considered part of their regular represented bargaining unit and will be eligible to continue to pay union dues for their regular represented position;
6. Employees may be assigned to work out of class in a bargaining unit other than their regular represented bargaining unit; and
7. Should the Employer determine that it is necessary to continue working an employee out-of-class for a period in excess of ninety (90) days, the Employer will notify the Union of that necessity, and offer to meet and discuss the circumstances requiring the extension and the impacts to the Union and/or employee related to the extension of the working out-of-class time period.

ARTICLE 10 – DISCIPLINE AND TERMINATION

- A. Causes for Disciplinary Action. Employees 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 examples of "just cause" for disciplinary action.
 1. Incompetency and/or Neglect of Duty.

2. Conduct Unbecoming a County Employee. The use of indecent, obscene, or otherwise coarse or offensive language, including, but not limited to, racist or sexist slurs directed toward the public, the Employer, or other County employees. The County will have the burden to prove there is a nexus to County employment.
3. Unauthorized use of County property or equipment, deliberately destroying, damaging or defacing County property, misappropriation of County property, funds, or service.
4. Making, accepting or soliciting a bribe in the course of County business.
5. Violation of County Drug-Free Workplace Policy.
6. Violation of Written or Posted Work Rules.
7. 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.
8. Insubordination. The refusal to perform assigned work, unless such performance would constitute a safety hazard or illegal act.
9. Absences without authorization, chronic tardiness or excessive absenteeism.
10. Discrimination and/or Harassment as set forth in Kitsap County Resolution No. 145-2001.
11. Assault. Exercising the unreasonable physical force against any person during the performance of County business.

B. Disciplinary Procedure:

1. Administrative Leave with Pay. 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.
 - e. That the employee may have union representation 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 thirty (30) working days of the date of the hearing. 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; and
 - c. The required correction 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 for receipt only, such disciplinary action notice will be forwarded to the Human Resources Department for placement in the official Personnel file. If the employee refuses to acknowledge receipt of the final disciplinary action notice, the Public Works Director, or designee, may note such refusal on the notice prior to forwarding to Human Resources for filing.
- C. Forms of Disciplinary Action. The following is a list of disciplinary actions in order of increasing severity. It is not intended to be an all-inclusive list, nor is there any intent that discipline necessarily starts at the lowest level and be sequential. The level and sequence of discipline should be commensurate with the problem.
1. Oral Warning. Inappropriate conduct or performance may initially be brought to the attention of the employee by oral admonition or reprimand. The employee must be advised that the particular communication is an oral warning under these rules. The Employing Official is to take reasonable precaution not to embarrass the employee before other employees or the public. The Employing Official is encouraged to keep a record of the date and subject of oral warnings. An oral warning is not subject to the notice and hearing requirements set forth above nor the grievance procedure.
 2. Written Reprimand. When inappropriate conduct or performance is continual, or when, in the judgment of the supervisor, the severity of such conduct or performance warrants it, a written reprimand may be issued to an employee. A written reprimand is not subject to the notice and hearing requirements set forth above. A written reprimand will be subject to the grievance procedure.
 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.
 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 the employee's current position but meets the qualifications for the position to which the employee is being demoted. It also may apply here when a promoted employee commits an offense requiring greater discipline than an oral or written reprimand.
 5. Dismissal/Discharge. Dismissal/discharge is the termination of the employment relationship. Dismissal/discharge is the most severe form of

disciplinary action and should only be used after previous attempts at corrective discipline have failed or when the severity of the conduct or performance warrants it.

ARTICLE 11 – PAY PERIOD

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

ARTICLE 12 – PAYROLL DEDUCTION AND AUTOMATIC PAYROLL DEPOSIT

- A. Upon written authorization of an employee, the Employer will withhold any specified portion of an employee's salary for United Way contributions, optional insurance coverage provided by the Employer, Kitsap County Public Employees Credit Union payments, additional withholding taxes, and other deductions authorized by law.
- B. All Bargaining Unit members will take advantage of the automatic payroll deposit that the County offers. All employees will subscribe to 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 13 – NO STRIKE CLAUSE

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

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

- B. A picket line, strike, slow-down, or other interference with County functions by any other Union or Bargaining Unit 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 may be subject to discharge.

ARTICLE 14 – SAVINGS CLAUSE

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 the renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof and to preserve the intent of the entire Agreement as negotiated by the parties.

ARTICLE 15 – ENTIRE AGREEMENT CLAUSE

- A. The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and Agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Employer and Union each voluntarily and unqualifiedly waive the right and each agrees that the other 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 16 – COMPENSATION FOR TRANSPORTATION AND TRAINING

- A. Transportation and travel time for employee(s) on temporary assignment to another road shop will be provided when the employee's commute in miles to the temporarily assigned road shop exceeds the employee's regular commute miles from their residence to their regular road shop.
- B. Employer will reimburse employees for authorized use of private automobiles for County business or in the performance of their official duties at the rate 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 locations.
- C. Reimbursement for travel and training will be as set forth below:
 - 1. 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 (including passengers and drivers). If the use of a private automobile is authorized, the owner of the vehicle will also receive mileage reimbursement when driving to and from the training location and

their regular work location. However, if the training site is closer to the vehicle owner's home, that employee will be paid for the mileage to and from their residence and the training location.

2. Voluntary Training. Employees attending a pre-approved voluntary training class will be paid for time spent in training during the employee's regular work hours. The employees will only be paid for travel time when it falls within their regular work hours (including passengers and drivers). If the use of a private automobile is authorized, the owner of the vehicle will also receive mileage reimbursement for driving to and from the training location and their regular work location. However, if the training site is closer to the vehicle owner's home, that employee will be paid for the mileage to and from their residence and the training location.
3. Examples of Training.
 - a. Examples of Mandatory Training include:
 - Confined Space Entry
 - Lifting Gear Certification
 - Sprayer Certification
 - Hazmat Clean-up
 - Mandatory Trench Safety Training
 - Regional Road Maintenance Program
 - b. Examples of Voluntary Training include:
 - Road and Street Schools
 - Tree Arborist Training
 - Many classes offered by manufacturers and suppliers
 - Non-mandatory Computer Training
 - Road – Eos
4. 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 a CDL license through Employer-funded training 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 17 – EMPLOYEE EVALUATIONS

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

ARTICLE 18 – LAYOFF & RECALL

- A. Process: In the event the Public Works Director determines that a reduction in force is necessary resulting in layoffs, the Public Works Director or designee will convene a meeting with the COUNCIL 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 period, the Union may offer any other alternatives to layoff, such as reduced hours, furloughs, or departmental reorganization. The Employer will respond to any alternatives offered by the Union within the thirty (30) day notice period.
 5. At the end of the thirty (30) day notice period, the Public Works Director, in consultation with the Union, 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.
- B. Recall: In the event of a recall, the County will first attempt to rehire those employees who were laid off from the affected classifications in the reverse order of their layoff. Such rehired employees will return to work with full County seniority for the purpose of computing fringe benefits, except the period of layoff will not be counted. Laid off employees will retain seniority for recall purposes for two (2) years following the effective date of the layoff. Fringe benefits will include vacation leave accrual rates, sick leave accrual rates, and longevity. Re-hired employees will have their unused, accrued sick leave balances restored. The County will send a certified letter to the recalled employee. An employee who fails to respond within ten (10) working days will be removed from the recall list. It is the laid off employee's responsibility to keep the County informed of their current address.

ARTICLE 19 – WAGES

A. 2025. Effective June 1, 2025:

1. Wages for classifications covered by this bargaining unit effective June 1, 2025, shall be set forth in the attached salary scale. Employees will be placed at the step on the new scale based on their date in position in accordance with the following:
 - a. 0-2 years of service in the position – Step 1
 - b. 3-4 years of service in the position – Step 3
 - c. 5-6 years of service in the position – Step 4
 - d. 7-9 years of service in the position – Step 5
 - e. 10-12 years of service in the position – Step 6
 - f. 13+ years of service in the position – Step 7
2. The implementation of 19.A.1 above will not change any employee step increase eligibility date.
3. The parties executed a Memorandum of Understanding as Appendix E to memorialize step placement exceptions for ten identified employees.
4. One-Time Payment. Employees in a Council bargaining unit position as of June 1, 2025, will receive a one-time lump sum payment of \$2500, less all applicable withholdings. The one-time payment will be included in the employees' pay for the first full pay period following implementation of the Agreement.

- B. 2026. Effective January 1, 2026, all salary schedules will be increased by one hundred percent (100%) of the Seattle-Tacoma- Bellevue CPI-U (June 2024 – June 2025) with a minimum of one percent (1.0%) and a maximum of four percent (4.0%)
- C. 2027. Effective January 1, 2027, all salary schedules will be increased by one hundred percent (100%) of the Seattle-Tacoma- Bellevue CPI-U (June 2025 – June 2026) with a minimum of one percent (1.0%) and a maximum of four percent (4.0%).
- D. Salary Steps and Progression:
1. All wage increases set forth above shall be applied to the first step of each wage scale. Each wage step thereafter shall be adjusted to provide five percent (5%) increase from step 1 to step 2, and a two and one-half percent (2.5%) increase for each subsequent step. The pay scales for the bargaining unit are available online:
<https://www.kitsapgov.com/hr/Pages/payscales.aspx>.
 2. All employees progress to the next higher step following twelve (12) months of service at the current salary step provided the employee receives an overall satisfactory performance evaluation.
 3. Supervisors will discuss performance expectations and areas of improvement with an employee whose performance is below the required standard level necessary for step advancement as early as possible to allow time for the employee to improve before the date of advancement.
 4. Employees are encouraged to be active participants in the evaluation process. The employee may include comments in response to their evaluation and the comments will become a permanent part of the employee's personnel file.
 5. At the discretion of the Employing Official, if an employee does not meet the requirements to be eligible for a step increase, then the employee will not receive a step increase; **provided**, however, the employee will be re-evaluated in 60-180 days to determine if the requirements have been reached. If the employee receives an evaluation that meets the requirements at a later date, the employee will be granted the step increase effective on the date that they meet the requirements.
 6. The step increment date will be adjusted when an employee returns from leave without pay in excess of one (1) month to reflect the period of unpaid leave.

7. All step progressions and automatic promotions will be subject to the certifications and requirements listed in Appendix B (Position Requirements and Automatic Progressions).
8. Pay Rate Upon Promotion: For promotional appointments, the employee's hourly rate for the position into which the employee is promoted will be at least five percent (5%) greater than the employee's hourly rate at the formerly held position. If the employee was to receive a step increase within ninety (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 5 of the applicable pay grade. Appointment at Step 6 or above on the pay grade must be approved in writing by the County Administrator if the increase is more than five percent (5%).
9. Pay Rate Upon Automatic Progression: Employees progressing to a higher classification in an automatic progression series will be moved into the higher classification's pay grade at the step that provides an hourly rate at least two and one-half percent (2.5%) greater than the employee's hourly rate in the formerly held position. If the employee was scheduled to receive a step increase in the formerly held position within ninety (90) days of their automatic progression, the minimum increase will be based on the rate the employee was scheduled to receive after the step increase. Upon automatic progression, the Public Works Director or designee has the authority to offer additional step(s) up to step 5 of the applicable pay grade. Appointment at step 6 or above must be approved in writing by the County Administrator if the increase is in excess of five percent (5%).

ARTICLE 20 – SUPPLEMENTAL PENSION CONTRIBUTIONS

- A. Teamsters: The County agrees to contribute one dollar and fifty cents (\$1.50) for every hour for which compensation was paid (exclusive of the amounts paid while the employee is on workers' compensation time loss) to the Western Conference of Teamsters Pension Trust Fund ("Teamsters Trust") on behalf of employees within the job classifications represented by Teamsters, Local 589. The amount to be compensated will be calculated on a bi-weekly basis and will be remitted to the Teamsters Trust once per month, but no later than the twentieth day of the month for the immediately preceding month. The parties agree and understand that this contribution 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 this contribution be part of the employee's wages for computation of overtime, shift differential, or other salary-based premium pays.
 1. The parties hereby agree that so long as the Public Works Roads Division of Kitsap County remains a participant in the Western Conference of

Teamsters Pension Trust, Kitsap County will not hire temporary or extra help employees to perform work exclusively represented by Teamsters, Local 589 pursuant to ARTICLE 1 (RECOGNITION) of this Agreement.

- B. Operating Engineers: The County agrees to contribute one dollar and fifty cents (\$1.50) for every hour for which compensation was paid (exclusive of the amounts paid while the employee is on workers' compensation time loss) to Locals 302 and 612 International Union of Operating Engineers – Employers Construction Industry Retirement Plan (“Retirement Plan”) on behalf of employees within the job classifications represented by Operating Engineers, Local 302. The amount to be compensated will be calculated on a bi-weekly basis and will be remitted to the Retirement Plan once per month, but no later than the fifteenth (15th) day of the month for the immediately preceding month. The parties agree and understand that this contribution 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 this contribution be part of the employee’s wages for computation of overtime, shift differential, or other salary-based premium pay.
- C. IAM & Laborers: Effective June 1, 2025, the County will contribute up to \$3,120 per year to employees represented by IAM and Laborers into a WA DRS Deferred Compensation Account (“DCP”) in monthly installments for each month in which the employee is in paid status.
- 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. Such lump sum payouts are provided for by ARTICLES 28.C. (vacation leave payout) and 28.D. (vacation leave payout upon retirement). In contrast, in certain circumstances described in ARTICLE 28.D. (vacation leave payout upon retirement), a retiring employee may be continued on the payroll for the purpose of allowing them to use leave in excess of the maximum lump sum payout established by ARTICLE 28.D. (vacation leave cash payout upon retirement); pension plan contributions are made when such “excess leave” is used.

ARTICLE 21 – LONGEVITY PAY

- A. All employees hired prior to November 1, 1997, will, upon completion of the following years of employment, receive longevity pay as follows:
- | | |
|--|------------------------|
| After 5 and through 10 years' service | 2% of base hourly rate |
| After 10 and through 15 years' service | 3% of base hourly rate |
| After 15 and through 20 years' service | 4% of base hourly rate |
| After 20 and through 25 years' service | 5% of base hourly rate |
| After 25 and through 30 years' service | 6% of base hourly rate |
- B. All employees hired on or after November 1, 1997, but prior to January 1, 2014, will, upon completion of the following years of employment, receive longevity pay as follows:
- | | |
|------------------------------------|--------------------------|
| After 5 through 9 years' service | 1.5% of base hourly rate |
| After 10 through 14 years' service | 2.0% of base hourly rate |
| After 15 through 19 years' service | 2.5% of base hourly rate |
| 20+ years' service | 3.0% of base hourly rate |
- C. The longevity bonus 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 initial employment date excluding the layoff 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 date of initial employment if the period of separation does not exceed one (1) month.
- D. Regular full-time or part-time employees hired on, or after, January 1, 2014, will not be eligible for longevity pay, and none of the provisions contained in this Article will apply to these employees.

ARTICLE 22 – BOOT ALLOWANCE

- A. All Council employees are required to wear quality safety boots meeting ASTM F2413-05 or ANSI Z41 Class 75 specifications while on shop property or a worksite. Employees 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.
- B. The County will reimburse an employee up to \$400 every two consecutive calendar years for purchase of protective footwear. If the employee makes an individual purchase of less than \$400 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 \$400 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.

1. In the event an employee's footwear is destroyed or rendered unusable due to a proven, work-related assignment or accident, the County will reimburse the replacement cost of the employee's footwear. Any such reimbursement must be approved by the employee's manager and will count towards the employee's boot allowance for the following two-year period (i.e., the employee will have \$400, less the costs of the replacement boots, to spend over the next two years).
- C. Safety boots purchased by the employer are not to be worn away from the job but may be worn while commuting to and from work.
- D. The employer will strive to provide workers with the names of work wear suppliers offering employee discounts. Workers are encouraged to take advantage of these offers for the purchase safety boots and employee provided work wear.
- E. Summer help employees are eligible for the boot allowance subject to conditions reflective of their temporary employment. First year employees working in positions requiring the use of protective footwear must purchase a pair at their expense prior to the first day of employment. Costs up to \$150 will be reimbursed using the process described above. At the end of summer employment, an employee must turn their boots into their supervisor for storage until the following year. In the event that summer help workers wear certified footwear out, they may be eligible for an additional purchase in their second, third or fourth year of employment. To prevent the gifting of public funds, protective footwear stored for non-returning employees will be donated to an appropriate charity.

ARTICLE 23 – CALL-OUT AND STANDBY

- A. **Call-Out:** An employee who is called out to work outside of the employee's regular shift will be paid a minimum of two (2) hours plus actual hours worked. Call-out work on weekdays and Saturdays will be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Call-out work on Sundays or holidays will be paid at two (2) times the employee's regular rate of pay. The employee may, at the employee's option, accrue compensatory time off in lieu of pay (applies to accrual bank maximum in Article 25.C) for actual hours worked in response to a call-out, but will receive pay for the two (2) hour minimum payment. Beginning at the start of the employee's regular shift, the employee will

be paid at the employee's regular rate of pay for the normal shift, whether paid for by worked hours, accrued vacation leave or accrued compensatory time.

- B. A volunteer list would be recruited in each shop. Classifications eligible to volunteer are Crew Supervisors, Coordinators, Specialists, Technicians, and Trainees; provided, the County retains the right to determine if a volunteer is qualified to respond to a particular call-out event. The volunteers will be placed on a rotation list by name. The names on each list will rotate each week. The person at the top of the list for a particular week will be the first called. If the first volunteer called is not available, then the caller will proceed to call the next person on the list until contact with a volunteer is made. If the volunteer called out needs extra help, the extra help will be called from the volunteer list. If specific expertise is needed to perform the work, the extra help called out will be selected from the classification rotation list as defined in ARTICLE 25.E. (overtime classification rotation). The County agrees to make a good faith effort in implementing the volunteer list program and will publish written policies and procedures governing the implementation of the volunteer list. Errors made in implementing the volunteer list program will not be subject to the grievance procedures set forth in ARTICLE 7 (Grievance Procedure).

C. **Standby:**

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

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

3. Employer will post a standby duty roster monthly.

4. An employee on standby status will be eligible for call-back pay as prescribed in ARTICLE 23.A. (standby status requirements), above.
5. If the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is their responsibility to find a replacement in advance of the scheduled period and notify the Public Works Director or designee in writing no less than seven (7) days prior to starting date of scheduled standby status.
6. Duration of standby will be no more than one (1) week at a time and divided equally amongst those qualified as determined by the Public Works Director or designee.
7. When a standby list is established, the standby duty will be rotated amongst all qualified employees. Employees on standby status must remain mentally and physically fit for duty while on standby. For example, employees on standby may not consume alcoholic beverages or otherwise consume substances or medications that would render their ability to work be impaired.
8. Employees placed on standby status may be provided, at the Employer's option, the take home use of a County vehicle to use for emergency call-out situations while on standby. The employee will be paid for time spent driving their assigned County vehicle to respond to an emergency call-out at a location other than their normal work site. Such paid travel time will be part of the minimum period of pay that may be due for a call-out under the Agreement. The vehicle will be used for County business only. No personal use of the vehicle is authorized, i.e., stopping at grocery stores, restaurants, fitness centers, etc. The vehicle will not be used for commuting outside of Kitsap County. The employee must comply with the County's Vehicle Use Policy.

ARTICLE 24 – HOURS OF WORK

- A. Work Periods. The work period for purposes of calculating overtime for employees assigned to a Regular 5/8 shift or 4/10 shift is a seven (7) calendar day period beginning at 12:01 a.m. Monday and ending at 12:00 midnight Sunday. The work period for employees working a 9/80 Compressed Schedule will be a seven (7) calendar day period beginning at the midpoint of the employee's eight (8) hour shift.
- B. Regular Work Schedules. Employees will be assigned to one of the schedules below according to the provisions of this Article. Start and end times for all schedules will be determined by the Employer, but except for the Dedicated Winter Night Shift or unless otherwise agreed between the Employer and the

Union, regular schedules will start no earlier than 6:00 a.m. and end no later than 6:00 p.m.

1. 5/8 Schedule. Five (5) consecutive eight (8) hour workdays, Monday through Friday, followed by two (2) consecutive days off.
2. 4/10 Schedule. Four (4) consecutive ten (10) hour workdays, either Monday through Thursday or Tuesday through Friday, followed by three (3) consecutive days off. The 4/10 Schedule may be implemented at the discretion of the Director of Public Works or designee during some or all of the period between May 1 and September 30. Any change to or away from the 4/10 Schedule directed by the Public Works Director or designee will be timed to coincide with the start of a pay period.
3. 9/80 Compressed Work Schedule.
 - a. Employees within the Traffic Maintenance Division will, at the discretion of the Public Works Director, work a 9/80 Compressed schedule consisting of a combination of eight (8) nine (9) hour days (Monday thru Friday) and one (1) eight (8) hour day on duty that results in eighty (80) scheduled work hours during a two (2) work week period with forty (40) hours falling in each seven (7) day work period. Any change to or away from the 9/80 Compressed Work Schedule directed by the Public Works Director or designee will be timed to coincide with the start of a pay period.
 - b. Unless otherwise agreed between the Employer and the Union, employees working the 9/80 Compressed Schedule will be assigned to one of the following schedules:

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

4. Dedicated Winter Night Shift. The Public Works Director or designee will develop written procedures for winter night shift work that include the following guidelines. The County will make a good faith efforts in implementing night shift work assignments. Assignment decisions will not be subject to the grievance procedure:
 - a. On November of each year, a sign-up list will be posted on the bulletin board of each separate road shop.

- b. The County will complete shift assignments for each classification by seniority.
 - c. If the level of expertise or crew size needed for the shift exceeds the volunteer list, County will make mandatory assignments from qualified employees within required classification in reverse order of seniority (beginning with least senior).
- C. Guaranteed Reporting Time. Work schedules are designed to generate forty (40) hours of work during a work period, but this design is not a guarantee of work hours by the Employer. An employee who is instructed to report to work on a regular scheduled shift will be guaranteed four (4) hours' work or pay. Employees may use accrued vacation leave or accrued compensatory time for any hours not worked due to a supervisor sending them home before the end of their regularly scheduled shift; provided, this provision will not be used in lieu of layoff provision
- D. Shift Differential:
 - 1. Employees will receive a ten percent (10%) shift differential for all actual hours worked between 6:00 p.m. to 6:00 a.m.
 - 2. Employees working the Dedicated Winter Night shift will receive the ten percent (10%) differential for the entire winter night shift.
- E. Schedule Changes and Temporary Schedules. Employees' regular work schedule and hours of work may be adjusted on a temporary basis to meet operational needs, as determined by the Public Works Director or designee. Where operationally feasible, employees will be notified eight (8) hours before the start a temporary shift assignment. (For Call-Out Work, see Article 23). Employees whose schedule is temporarily changed so that part or all of their shift falls outside of the 6:00 a.m. to 6:00 p.m. period for regular schedules (as described in Section 24.B above) will be compensated at one and one-half (1.5) times their regular rate of pay for all hours worked on the initial temporary shift. For example, an employee directed to work a temporary shift beginning at 10:00 p.m. during a week when snow is expected will be paid at time and one-half for all hours worked on the shift that begins Monday evening, but will be paid straight time (plus shift differential) for hours worked on the shift that begins Tuesday evening and the remaining shifts in the temporary shift assignment. For purposes of this paragraph, a change from one regular schedule to another (e.g., from the 5/8 Schedule to the 4/10 Schedule) or a change to/from the Dedicated Winter Night Shift is not considered a temporary schedule change.

- F. 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 workday, and a second fifteen (15) minute paid rest break during the second four (4) hour period in the workday. The employee will remain within the area, subject to immediate call-back 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.
- G. 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, uninterrupted (except in cases of emergencies) one-half (1/2) hour for a meal between the third (3rd) and fifth (5th) hour of each shift.
1. If the County denies an employee the opportunity to take an unpaid, uninterrupted one-half (1/2) hour meal break or to take such a meal break between the 3rd and the 5th hour of the employee's shift, the County will compensate the employee for one-half (1/2) hour at one and one-half times (1.5x) the employee's base hourly rate.
 - a. This section will apply even if the employee is able to take an unpaid, uninterrupted one-half (1/2) hour meal break at some time before the 3rd hour or after the 5th hour of the employee's shift.
 - b. This section will not apply in cases where an employee requests and receives pre-approval from the County to not take an unpaid, uninterrupted one-half (1/2) hour meal break or to not take such meal break between the 3rd and 5th hour of the employee's shift.
- H. Maximum Consecutive Hours. Generally, the County will work to ensure that employees do not work more than sixteen (16) hours in a period of twenty-four (24) consecutive hours. In rare cases (e.g., during an emergency or other urgent situation), the County may permit work beyond sixteen (16) consecutive hours where, in the judgment of the Senior Maintenance and Operations Manager or designee, the additional hours can be worked safely.
- I. Minimum Hours Between Shifts. Where unscheduled or emergency work prevents a break of at least eight (8) hours prior to the start of the employee's next regular shift, the Senior Maintenance and Operations Manager or designee may, in their discretion, direct the employee to begin their shift up to four (4) hours late or skip the shift entirely. The employee will be compensated for the entire shift as if it had been fully worked. Direction to employees to skip part or all of their shift pursuant to this section will be confirmed in writing, including confirmation that the employee will be paid for the regular work hours skipped.

ARTICLE 25 – OVERTIME

- A. All overtime worked must be authorized, in advance, by the Public Works Director, or designee, to be eligible for compensation.
- B. Overtime Eligibility. Employees will receive overtime compensation for all hours worked in excess of forty (40) in a work week. Employees will also receive overtime compensation for working more hours on a contiguous shift than they were regularly scheduled to work (e.g., an employee who is scheduled to work an eight (8) hour shift is assigned to work ten (10) hours) regardless of the number of hours worked during the workweek. Overtime will be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay.
- C. Overtime Computation. For purposes of calculating overtime, all hours spent performing assigned duties will be considered time worked. Paid leave, paid holidays, compensatory time off and leave without pay do not constitute hours worked. Overtime will be paid for in increments of fifteen (15) minutes, with the major portion of each fifteen (15) minutes paid as fifteen (15) minutes.
- D. Compensatory Time. An employee may, with approval of the Director or designee, accrue compensatory time off (at the overtime or double-time rate as provided in paragraph B or E) in lieu of overtime pay. Employees can accrue up to a forty (40) hour bank of compensatory time. The forty (40) hour bank may be used and replenished throughout the year it is earned. On December 31 of each year any unused accrued compensatory time that remains in the forty (40) hour bank will be paid for in the first paycheck in January of the following year. Any earned compensatory time off will be scheduled and taken by mutual agreement of the employee and Employer. Compensatory time off cannot be used before it has been added to the employee's forty (40) hour bank.
- E. Saturday and Sunday Premiums. Employees will be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked on a shift that begins on a Saturday. Employees will be compensated at two (2) times their regular hourly rate of pay for all hours worked on a shift that begins on a Sunday.
- F. Scheduled overtime will be performed on a classification rotation basis depending on the availability and expertise of workers within the classification. All classification rotation will be done within a particular shop, to the extent possible.

ARTICLE 26 – INSURANCE

A. Health and Welfare Benefits

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

B. Medical Insurance Contributions: From June 1, 2025, through December 31, 2027, the County will provide Prime PPO and Prime HMO medical insurance plans to employees and their eligible dependents through the plans described in Appendix C.

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 2025, 2026, and 2027 are specified in Appendix C. Employees selecting a HDHP plan with a HSA account will receive a county contribution to their account of \$1350 for individual employees or \$2700 for employees insuring dependents. 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 C.

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 dollars (\$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 spouses 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, except HDHP 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. 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.

- F. **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.
- G. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
- H. **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.
- I. **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.
- J. **CDL Physicals:** The County agrees to pay for required CDL physicals as frequently as required by the examining doctor
- K. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance or a comparable plan.
- L. **Pre-Tax Payments:** All employee contributions will be made pre-tax.
- M. **WA Paid Family and Medical Leave:** Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave benefits is established by Washington State law and is therefore independent of this Agreement. Employer and Union agree that premiums and benefits are established by law and will be deducted accordingly.
- N. **Medical Benefits Committee**

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

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

committee rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

ARTICLE 27 – HOLIDAYS

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

COMMONLY CALLED

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Native American Heritage Day (Day after Thanksgiving)
Juneteenth	Christmas Day
Independence Day	Floating Holidays

- B. 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 on the preceding Friday.
- C. Floating Holidays are in effect and available for use on January 1 of each year. Employees in their first (1st) through tenth (10th) years of service receive two (2) floating holidays each calendar year. Employees who have completed ten (10) years of service will receive a third (3rd) floating holiday for use beginning January 1 of the year following completion of ten (10) years of service. They may be taken by an employee, including a probationary employee, at any time during the calendar year, with prior approval of the Public Works Director, or designee. The floating holidays will not accumulate from year to year. When a floating holiday is taken, it is to be used in full day increments (i.e., 8 hours for 1 FTE, 4 hours for .50 FTE) and is not to be split over more than one day.
- D. All work performed on holidays will be paid for at two (2) times the regular rate of pay for each hour actually worked, plus the guaranteed holiday pay.
- E. Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Public Works Director or designee, in accordance with RCW 1.16.050(3). Employees may take unpaid holidays for reasons of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, organization, or church. The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full workday 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.

- F. Employees who are on leave without pay, pursuant to ARTICLE 33 (Leave of Absence Without Pay), the day before or the day after a holiday, will not receive compensation for the affected holiday.
- G. Regular, full-time employees receive eight (8) hours compensation for each holiday, including floating holidays. Part-time employees receive prorated holiday compensation based on the employee's established and approved FTE status. Employees who are scheduled to work more than eight (8) hours on a day observed as a holiday may use vacation leave, compensatory time off or take unpaid leave (with prior approval) to make up for the difference between their regular shift and the paid holiday hours.
- H. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

ARTICLE 28 – VACATION LEAVE

- A. Employees will earn vacation leave with pay as follows:
 - 1. Upon employment through two (2) years of employment – twelve (12) days per year accumulating at a rate of eight (8) hours for each month of employment.
 - 2. Upon completion of two (2) years of employment through five (5) years of employment – fifteen (15) days per year accumulating at a rate of ten (10) hours for each full month of employment.
 - 3. Upon completion of five (5) years of employment through ten (10) years of employment – twenty (20) days per year accumulating at approximately 13.33 hours for each full month of employment.
 - 4. Upon completion of ten (10) years of employment – twenty-five (25) days per year accumulating at 16.67 hours for each full month of employment.
- B. Vacation leave must be taken within each twelve (12) months, unless unavoidable conditions arise making it impossible. Such leave as not used will accumulate except that such accumulation will not exceed forty-five (45) days on January 1 of each year. Requests for leave must be approved in advance by the Public Works Director, or 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 Public Works Director, or designee, will make the final determination with consideration

towards seniority and prior requests for leave. If an employee is prevented by the Public Works Director, or designee, from taking vacation leave and if, as a result of such, the employee has more than forty-five (45) days' vacation leave (three hundred sixty [360] hours), accumulated on December 31, then the employee will be allowed to take that time off within the next twelve (12) months.

- C. Upon separation of an employee by resignation, 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.
- D. Upon resignation, an employee who fails to return all County issued keys, cell phone and any 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; **provided**, if the employee reimburses the County the cost of the equipment lost, the employee will be paid for all accrued vacation leave hours upon resignation.
- E. Unless specifically waived by the Public Works Director, or designee, not more than one (1) person in each craft, in each district will be granted vacation at the same time during the period of May 1 to October 1.
- F. Employees may utilize accrued vacation leave in half hour increments.
- G. Part-time employees accrue prorated vacation leave based on the employee's established and approved FTE status.

ARTICLE 29 – SICK LEAVE

- A. Employees hired prior to November 1, 1997, will earn sick leave at the rate of twelve (12) hours for each full month of employment. (eighteen [18] days per year)
- B. Employees hired on or after November 1, 1997, will earn sick leave at the rate of ten (10) hours for each full month of employment. (fifteen [15] days per year)
- C. No more than twelve hundred (1200) hours (one hundred fifty [150] days) sick leave may be carried from one calendar year to the next.
- D. Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030. Accrued sick leave may also be used for the purpose of undergoing the physical examination necessary to obtain a commercial driver's license (CDL); **provided however**, the employee will not be relieved from duty for such purpose until 2:00 p.m. or later during their workday. The Employer will allow the employee to utilize up to two (2) hours of paid leave to cover time from the job for appointment with physician for CDL recertification.

1. If an employee's CDL is suspended, the Employer will make a good faith effort to accommodate the employee (i.e., assign the employee to assignments not requiring a CDL) up to a ninety (90) day period from the date of suspension within the employee's current classification. If the Employer is unable to accommodate the employee within the employee's current classification, then the Employer will assign the employee to another position within COUNCIL Bargaining Units (or the employee may be placed on leave without pay for the shift(s) until another position is available). The employee will be paid within the pay grade to which the employee is assigned. An employee whose CDL is reinstated within ninety (90) days from the effective date of the CDL suspension will be reinstated to the employee's former position.
- E. Sick leave will be reported in accordance with the County Personnel Manual.
- F. Emergency Sick Leave Account: Employees who have accrued one hundred fifty (150) days may accrue an additional maximum of thirty (30) days in a special emergency sick leave account. Accrual and usage will be as follows:
1. One-third (1/3) of sick leave accrued at the end of each calendar year, above the one hundred fifty (150) days currently allowed, will be credited towards the emergency accrual.
 2. Employees may use the emergency account only after exhausting the one hundred fifty (150) days of sick leave and all but ten (10) days of accrued vacation leave.
- G. Employees may utilize accrued sick leave in fifteen (15) minute increments.
- H. 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.
- I. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to vacation leave on a ten to one (10:1) ratio; provided that employees must maintain a minimum of forty (40) hours in their sick leave bank. (As an example, if the employee earned fifteen [15] days sick leave in a calendar year and used no sick leave, they could convert the fifteen [15] days to 1.5 days' vacation leave.) Employees must submit conversion requests to the employing department on or before January 31.
- J. Part-time employees accrue prorated sick leave based on the employee's established and approved FTE status.

ARTICLE 30 – BEREAVEMENT LEAVE

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

ARTICLE 31 – CIVIL LEAVE

- A. Civil leave with pay 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.

ARTICLE 32 – MILITARY LEAVE

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

ARTICLE 33 – LEAVE WITHOUT PAY

- A. Any employee may take leave without pay upon prior written approval by the Public Works Director or designee.
- B. For a leave of absence that will exceed five (5) consecutive working days, the following conditions must be met before granting the leave:

1. A written request for a leave of absence without pay must be submitted to the Public Works Director or Designee on forms available through the Human Resources Department. The written request must include the reason for leave, the length of time requested and the expected date of return.
 2. All earned compensatory time, floating holidays, accrued vacation or general leave must be exhausted prior to going into a leave without pay status.
 3. Arrangements must be made in advance by the employee to pay for insurance premiums if continued coverage is desired for the duration of the leave.
 4. If during the authorized leave of absence, the Public Works Director or Designee determines that the absence of the employee is causing a hardship to the department, the employee may be required to return to work before the agreed upon end date.
 5. All leave without pay in excess of a full calendar month will result in a suspension of accruals for seniority, vacation or general leave, sick leave, longevity, and other benefits as provided herein during the time of leave.
- 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's and Employer's premiums; **provided further**, for calculations of seniority, the leave of absence without pay period will be deducted.

ARTICLE 34 – ABSENCE WITHOUT AUTHORIZED LEAVE

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

ARTICLE 35 – FUTURE NEGOTIATIONS

- A. Except as otherwise specifically identified within this Agreement, this Agreement will be in full force and effect from June 1, 2025, through December 31, 2027. All contract amendments referenced herein will be effective on the date of signing, except as may otherwise be specified in the Agreement.
- B. Negotiations on proposed amendments to this Agreement may be held at any time by mutual Agreement of the Union and the Employer. Any such negotiations 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 June 1, 2027, 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.
- D. In the event negotiations for a new Agreement have not been completed by December 31, 2027, the provisions contained in this Agreement will remain in effect to the extent provided by law.

ARTICLE 36 – COLLABORATIVE BARGAINING

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

ARTICLE 37 – WORKPLACE VIOLENCE

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

ARTICLE 38 – COORDINATION OF TIME LOSS BENEFITS WITH SICK AND VACATION LEAVE

- A. During the period an employee is eligible to receive Workers' Compensation Time Loss benefits, an employee may use accrued sick leave or vacation leave to supplement time loss benefits so that the employee experiences no loss in pay. Requests to use accrued leave to supplement time loss benefits should be submitted to the Risk Management Office in writing. When accrued leave is used to supplement Time Loss benefits, sick leave is used first, and when exhausted, accrued 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.
- B. During the period an employee is eligible to receive Workers' Compensation Time Loss benefits, an employee may use accrued sick leave or vacation leave concurrent with the receipt of Time Loss benefits so long as the total leave requested each day does not exceed the employee's regularly scheduled work hours. Employees who are on Time Loss are encouraged to utilize accrued leave. The accrued leave accumulation restrictions in ARTICLE 28.B. (use of vacation leave) and ARTICLE 29.C (max carryover of sick leave) of the Agreement apply to employees receiving Time Loss benefits.

- C. Employees are eligible to accrue vacation and sick leave during the period Time Loss benefits are being paid under a Workers' Compensation claim, however, leave accruals and County health and dental insurance will cease after twenty-six (26) weeks. COBRA insurance benefits will be offered in accordance with Workers Compensation procedures as indicated in the County Personnel Manual in Chapter 9. Section I.

ARTICLE 39 – EMERGENCIES AND DISASTERS

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

[signatures appear on next page]

Operating Engineers, Local 302

Date

Teamsters, Local 589

Date

IAM & AW, District 160, Local 282

Date

Laborers, Local 252

Date

DATED this _____ day of _____ 2025.

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

CHRISTINE ROLFES, Chair

ORAN ROOT, Commissioner

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

APPENDIX A – COUNCIL BARGAINING UNITS

OPERATING ENGINEERS, LOCAL 302 BARGAINING UNIT CLASSIFICATIONS

Roads Crew Supervisor
M&O Training & Safety Coordinator
Roads Maintenance Specialist
Roads Maintenance Technician
Roads Maintenance Trainee

TEAMSTERS, LOCAL 589 BARGAINING UNIT CLASSIFICATIONS

Roads Maintenance Specialist
Roads Maintenance Technician
Roads Maintenance Trainee

Traffic Sign Technician
Traffic Sign Specialist
Traffic Signal Specialist
Traffic Crew Supervisor

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

Equipment Services Mechanic
Equipment Services Crew Supervisor
Equipment Services Specialist

LABORERS UNION, LOCAL 252 BARGAINING UNIT CLASSIFICATIONS

Roads Maintenance Specialist
Roads Maintenance Technician
Roads Maintenance Trainee
Summer Extra Help

APPENDIX B – POSITION REQUIREMENTS AND AUTOMATIC PROGRESSIONS

1. The Union and Employer recognize that certain positions require specific certifications and other requirements to be completed within a specific timeframe following hire or transfer into the position.
2. The Union and Employer further recognize the following automatic progression series:
 - A. Within the Traffic Maintenance Shop:
 - i. Working title “Sign Shop Technician”: employee(s) will automatically progress from Roads Trainee to Traffic Signs Technician upon completion of the requirements set forth in the Traffic Workbook and job classification requirements.
 - ii. Traffic Signal: Traffic Signal Technician will automatically progress to Traffic Signal Specialist upon completion of the Traffic Workbook and job classification requirements.
 - B. Within the Road Maintenance Shops:
 - i. Trainee progression to Technician: Employees hired as Roads Trainee will progress at six months of hire if they meet the following requirements:
 - a. Must have one-year total qualifying work experience (one [1] season as a Kitsap County Summer Help will count for three [3] months of qualifying experience.)
 - b. Must successfully complete all required training outlined in the Trainee workbook.
 - c. Achieve a satisfactory performance rating on their six [6]-month evaluation, successfully completing the probationary period, and,
 - d. Have a clear driving record.
 - ii. Technician to Specialist:
 - a. Must have three (3) years’ total qualifying work experience (one [1] season as a Kitsap County Summer Help will count for three [3] months of qualifying experience).
 - b. Successfully complete all required training outlined in the Technician workbook and meet the requirements to be placed on the on-call or duty roster and respond to emergency callouts.

- c. Achieve satisfactory performance evaluations and successfully complete the probationary period.
- d. Have a clear driving record. Once the employee has obtained a CDL, the employee must also provide current medical cards throughout employment.

Employees will progress to the next classification on the first day of the first full pay period following the submission of proof of all required certifications, licenses, and the required criteria above being met.

Step Increases for Technicians and Specialists:

Employees in the Technician and Specialist classifications will be required to meet the following criteria within twelve (12) months of their date of hire in position in order to move to the next step:

- i. Obtain a Class A Commercial Driver's License ("CDL") with the endorsements necessary to meet the needs of the assigned work group, including:
 - a. Provide a current copy of employment driving record abstract to verify eligibility to drive for Kitsap County; and
 - b. Pass a breath alcohol test and urine drug screen; and
 - c. Provide a current CDL Medical Certification Card; and
 - d. All CDL drivers must follow all federal and state regulations regarding CDL Drivers including but not limited to: The US 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.
- ii. Obtain a Certified Erosion and Sediment Control Lead Certification.
- iii. Obtain a Flagging Certification.
- iv. Obtain an Industrial CPR and First Aid Certification.

Employees must retain current certifications listed above and a current CDL Class A license to be eligible for annual step increases.

- C. Candidates that are hired with more experience than the classification requires, but not enough to advance to the next level may progress to the

next level prior to the proscribed timelines as soon as the minimum qualifications and requirements for progression are met.

- D. Employees progressing to a higher classification under any of the automatic progression series above will be moved into the higher classification's pay scale pursuant to Article 19.D.9 (Pay Rate Upon Automatic Progression) ~~at the step which is closest to but not below their rate of pay at the lower classification pay scale, on the first day of the first pay period following qualification.~~
3. Failure to obtain required licenses and certifications within the timelines proscribed or to meet automatic progression requirements where applicable may result in termination at the employing official's discretion. A six months' extension may be provided at the employing official's discretion.
4. Failure to maintain required licenses and certifications may result in a delay in a step increase and/or discipline up to and including termination.

APPENDIX C – EMPLOYEE INSURANCE CONTRIBUTIONS

Kitsap County Monthly Insurance Rates & Contributions for Full-Time Employees (30+ Hrs/Week)												
Kaiser Permanente of WA (HMO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2025	2026	2027	2025	2026	2027	2025	2026	2027	2025	2026	2027
Prime (formally Classic)	0.00	0.00	0.00	68.25	75.08	82.58	98.08	107.89	118.68	164.07	180.48	198.52
HDHP w/HSA	10.00	11.00	12.10	42.69	46.96	51.65	59.56	65.52	72.07	101.69	111.86	123.04
Aetna (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2025	2026	2027	2025	2026	2027	2025	2026	2027	2025	2026	2027
Prime (formally Classic)	33.08	36.39	40.03	129.10	142.01	156.21	168.52	185.37	203.91	261.18	287.30	316.03
HDHP w/HSA	13.61	14.97	16.47	64.69	71.16	78.27	85.12	93.63	103.00	136.22	149.84	164.83
Dental	Employee Only			Employee + 1 Child			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Delta Plan C	57.15	57.15	0.00	101.84	82.16	19.68	101.84	82.16	19.68	183.77	120.47	63.30
Delta Plan D	60.46	57.16	3.30	107.12	78.86	28.26	107.12	78.86	28.26	193.18	121.88	71.30

APPENDIX D – JUNE 1, 2025 PAY SCALES

Effective June 1, 2025											
Proposed Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0	(minimum wage scale)	\$34,652.80	\$36,379.20	\$37,294.40	\$38,230.40	\$39,187.20	\$40,164.80	\$41,163.20	\$42,182.40	\$43,243.20	\$44,324.80
		\$ 16.66	\$ 17.49	\$ 17.93	\$ 18.38	\$ 18.84	\$ 19.31	\$ 19.79	\$ 20.28	\$ 20.79	\$ 21.31
1		\$42,848.00	\$44,990.40	\$46,113.60	\$47,257.60	\$48,443.20	\$49,649.60	\$50,897.60	\$52,166.40	\$53,476.80	\$54,808.00
		\$ 20.60	\$ 21.63	\$ 22.17	\$ 22.72	\$ 23.29	\$ 23.87	\$ 24.47	\$ 25.08	\$ 25.71	\$ 26.35
2		\$45,843.20	\$48,131.20	\$49,337.60	\$50,564.80	\$51,833.60	\$53,123.20	\$54,454.40	\$55,806.40	\$57,200.00	\$58,635.20
		\$ 22.04	\$ 23.14	\$ 23.72	\$ 24.31	\$ 24.92	\$ 25.54	\$ 26.18	\$ 26.83	\$ 27.50	\$ 28.19
3	Summer Help										
		\$49,046.40	\$51,500.80	\$52,790.40	\$54,100.80	\$55,452.80	\$56,846.40	\$58,260.80	\$59,716.80	\$61,214.40	\$62,753.60
		\$ 23.58	\$ 24.76	\$ 25.38	\$ 26.01	\$ 26.66	\$ 27.33	\$ 28.01	\$ 28.71	\$ 29.43	\$ 30.17
4		\$52,478.40	\$55,099.20	\$56,472.00	\$57,886.40	\$59,342.40	\$60,819.20	\$62,337.60	\$63,897.60	\$65,499.20	\$67,142.40
		\$ 25.23	\$ 26.49	\$ 27.15	\$ 27.83	\$ 28.53	\$ 29.24	\$ 29.97	\$ 30.72	\$ 31.49	\$ 32.28
5	4 Roads Maintenance Trainee										
		\$ 56,139.20	\$ 58,947.20	\$ 60,424.00	\$ 61,942.40	\$ 63,481.60	\$ 65,062.40	\$ 66,684.80	\$ 68,348.80	\$ 70,054.40	\$ 71,801.60
		\$ 26.99	\$ 28.34	\$ 29.05	\$ 29.78	\$ 30.52	\$ 31.28	\$ 32.06	\$ 32.86	\$ 33.68	\$ 34.52
6	5 Traffic Signs Technician										
		\$60,091.20	\$63,086.40	\$64,667.20	\$66,289.60	\$67,953.60	\$69,659.20	\$71,406.40	\$73,195.20	\$75,025.60	\$76,897.60
		\$ 28.89	\$ 30.33	\$ 31.09	\$ 31.87	\$ 32.67	\$ 33.49	\$ 34.33	\$ 35.19	\$ 36.07	\$ 36.97
7		\$64,292.80	\$67,516.80	\$69,201.60	\$70,928.00	\$72,696.00	\$74,505.60	\$76,377.60	\$78,291.20	\$80,246.40	\$82,243.20
		\$ 30.91	\$ 32.46	\$ 33.27	\$ 34.10	\$ 34.95	\$ 35.82	\$ 36.72	\$ 37.64	\$ 38.58	\$ 39.54
8	7 Roads Maintenance Technician										
	7 Traffic Signal Technician										
8	7 Traffic Signs Specialist										
		\$68,785.60	\$72,217.60	\$74,027.20	\$75,878.40	\$77,771.20	\$79,705.60	\$81,702.40	\$83,740.80	\$85,841.60	\$87,984.00
		\$ 33.07	\$ 34.72	\$ 35.59	\$ 36.48	\$ 37.39	\$ 38.32	\$ 39.28	\$ 40.26	\$ 41.27	\$ 42.30
9	8 Equipment Services Mechanic										
	8 Equipment Services Specialist										
		\$73,604.03	\$77,284.23	\$79,216.34	\$81,196.75	\$83,226.67	\$85,307.34	\$87,440.02	\$89,626.02	\$91,866.67	\$94,163.34
		\$ 35.39	\$ 37.16	\$ 38.09	\$ 39.04	\$ 40.02	\$ 41.02	\$ 42.05	\$ 43.10	\$ 44.18	\$ 45.28
10	9 Roads Maintenance Specialist										
	9 Traffic Signal Specialist										
		\$78,749.01	\$82,686.46	\$84,753.62	\$86,872.46	\$89,044.27	\$91,270.38	\$93,552.14	\$95,890.94	\$98,288.21	\$100,745.42
		\$ 37.86	\$ 39.75	\$ 40.74	\$ 41.76	\$ 42.80	\$ 43.87	\$ 44.97	\$ 46.09	\$ 47.24	\$ 48.42
10	10 Equipment Services Crew Supervisor										
	10 M&O Training and Safety Officer										
	10 Roads Crew Supervisor										
	10 Traffic Signal Crew Supervisor										

APPENDIX E – MEMORANDUM OF UNDERSTANDING FOR 2025 COMPENSATION STUDY IMPLEMENTATION EXCEPTIONS

Re: Compensation Study Implementation, Step Adjustments & Operator Premium Pay

This COLLECTIVE BARGAINING AGREEMENT AMENDMENT is made and entered into between Kitsap County (hereinafter referred to as the “Employer”) and Operating Engineers, Local 302; Teamsters, Local 589; IAM & AW, District 160; Local 282; and Laborers Union, Local 252 (The “COUNCIL” of Public Works Roads Employees Unions) (hereinafter referred to as the “Union”).

Background

The parties negotiated a Collective Bargaining Agreement (CBA) for 2025-2027. The agreement includes the parameters for implementation of the County’s compensation study. The parties agreed to the mechanism for placing employees into the 2025 pay structure to include identifying pay grade and step placement based on the employee’s assigned classification and years of service in the position. During the negotiation process, the parties agreed to exceptions for ten employees to provide equity step adjustments. In addition, the parties agreed to continue the existing provision to provide one existing employee with a \$0.60 premium pay.

Agreement

Now, therefore, the parties agree as follows:

- Article 19.A.** Upon implementation of the County’s compensation study, the parties agree to memorialize the following exceptions to provide equity step adjustments, as follows:

Employee	Grade Placement	Step Placement	Effective Date
Abrams, Kevin	R09H	2	06/01/2025
Baderdeen, Paige	R09H	6	06/01/2025
Baldwin, Josh	R10H	3	06/01/2025
Barnes, Levi	R09H	2	06/01/2025
Bennett, Ross	R08H	5	06/01/2025
Doherty, James	R10H	3	06/01/2025
Goff, James	R10H	5	06/01/2025
Lowe, Cody	R08H	3	06/01/2025
O’Reilly, Sean	R09H	2	06/01/2025

Quinlan, Ryan	R09H	2	06/01/2025
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2. Operating Engineer Premium Pay

A. The following Apprentice Operator and Operating Engineers, who were working in the Maintenance and Operations Technician or Maintenance and Operations Specialist classification as of March 1, 2016, after twelve (12) months on Step 14 of the wage matrix, will receive an additional sixty cent (\$0.60) per hour above their base wage rate for as long as they remain employed by the County in the Roads Maintenance Specialist classification:

i. Chipps, Rodney L.

B. The above language will expire when none of the employees listed above remains employed by the County in the Roads Maintenance Specialist classification.

3. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the Collective Bargaining Agreement and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect.

Upon execution by all parties, this Memorandum of Understanding is effective June 1, 2025.