



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
KITSAP COUNTY  
AND  
TEAMSTERS, LOCAL NO. 589  
FOR  
KITSAP COUNTY PARKS EMPLOYEES  
KC-135-22**

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

\* KC-135-22-A signed 04/11/2022  
\* KC-135-22-B signed 04/04/2024  
\* KC-135-22-C signed 12/02/2024

<b>TABLE OF CONTENTS</b>	<u>Page</u>
<b>ARTICLE I. RIGHTS OF THE PARTIES.....</b>	<b>1</b>
SECTION A – RECOGNITION .....	1
SECTION B - UNION MEMBERSHIP .....	1
SECTION C - UNION/EMPLOYER RELATIONS.....	1
SECTION D – DEFINITIONS.....	2
SECTION E - NON-DISCRIMINATION.....	4
SECTION F - MANAGEMENT RIGHTS .....	4
SECTION G - UNION OFFICIALS' TIME OFF .....	5
SECTION H - BULLETIN BOARD.....	5
SECTION I - GRIEVANCE PROCEDURE .....	5
SECTION J - JOB VACANCIES.....	8
SECTION K - PROMOTIONS, RECLASSIFICATIONS AND WORK PERFORMED IN HIGHER CLASSIFICATION .....	9
SECTION L - LAYOFF AND RECALL PROCEDURES.....	9
SECTION M - EMPLOYEE DISCIPLINE .....	10
SECTION N - PAY PERIODS .....	12
SECTION O - PAYROLL DEDUCTION .....	12
SECTION P - NO STRIKE CLAUSE .....	12
SECTION Q - SAVINGS CLAUSE .....	12
SECTION R - ENTIRE AGREEMENT CLAUSE.....	13
<b>ARTICLE II. ECONOMICS, HOURS, INSURANCE .....</b>	<b>13</b>
SECTION A – WAGES.....	13
SECTION B - SALARY STEPS/EVALUATIONS .....	14
SECTION C – LONGEVITY PAY .....	15
SECTION D - MILEAGE REIMBURSEMENT .....	16
SECTION E - HOURS OF WORK .....	16
SECTION F – OVERTIME .....	17
SECTION G – INSURANCE.....	17
SECTION H - STANDBY PAY .....	20
SECTION I - CALL BACK.....	21
SECTION J - SHIFT DIFFERENTIAL.....	21
SECTION K – UNIFORMS.....	21
<b>ARTICLE III. LEAVE SCHEDULES AND ACCRUALS .....</b>	<b>22</b>
SECTION A – HOLIDAYS.....	22
SECTION B - ANNUAL LEAVE .....	24
SECTION C - SICK LEAVE .....	25
SECTION E - CIVIL LEAVE .....	26
SECTION F - MILITARY LEAVE .....	26
SECTION G - LEAVE OF ABSENCE WITHOUT PAY .....	27
SECTION H - ABSENCE WITHOUT AUTHORIZED LEAVE .....	27
<b>ARTICLE IV. FUTURE NEGOTIATIONS .....</b>	<b>27</b>
<b>ARTICLE V. EMERGENCIES AND DISASTERS .....</b>	<b>28</b>
<b>APPENDIX A .....</b>	<b>30</b>
<b>APPENDIX B.....</b>	<b>31</b>
<b>APPENDIX C.....</b>	<b>33</b>

**COLLECTIVE BARGAINING AGREEMENT**  
**KC-135-22**

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

**ARTICLE I. RIGHTS OF THE PARTIES**

**SECTION A – RECOGNITION**

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

**SECTION B - UNION MEMBERSHIP**

**Section 1. Notification of New Hires**

The Employer agrees to notify the Union within ten (10) working days when new employees are hired. New employees may meet with their Union representative for thirty (30) minutes on paid time during their first ninety (90) days of employment.

**Section 2. Dues Deduction Procedure**

1. 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.
2. 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 no later than the second payroll after the Employer's receipt of notice of cancellation from the Union.

**SECTION C - UNION/EMPLOYER RELATIONS**

All collective bargaining regarding wages, hours and working conditions of employment will be conducted by authorized representatives of the Union and the Employer. The Union and Employer agree that if any new classifications are established within the

Parks Department, which are appropriate to this bargaining unit, both parties will meet to negotiate the wages, hours and working conditions. Any agreements on new classifications will become effective only when signed by both the Employer and the Union.

## **SECTION D – DEFINITIONS**

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

1. Continuous Service: The length of service by an employee which includes periods of authorized paid leaves. An employee who terminates and is re-employed within thirty (30) days, or who is laid off and re-employed or recalled within one (1) year from the date of layoff, will have their continuous service date adjusted by the time between termination and re-employment. Eligibility for benefits based on length of service, such as longevity pay, will be computed on the basis of continuous service.
2. Designee: Will mean a supervisory or professional/management level employee, who is not a member of the bargaining unit, who is assigned specific authority to act on behalf of the Director.
3. Director: Will mean Director of the Parks Department.
4. Employer: Will mean County of Kitsap, Washington.
5. Extra Help: Non-regular employees who are at-will for the entire period of employment and may be terminated at any time by the Employing Official or designee. Extra-help employees receive only those benefits required by federal or state laws. Refer to the County's Personnel Manual for terms applicable to extra help.
6. Full-time Employee: An employee who is hired to work a yearly pre-determined schedule of at least 40 hours per week in a budgeted position.
7. Grievance: Will be defined as a dispute or disagreement arising between the employee/Union and the Employer with regard to the employee's safety, and/or to the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in Article I, Section I.
8. Overtime: Will mean all work performed in excess of forty (40) hours actually worked in any one work week.
9. Part-time Employee: A regular employee in a budgeted position who is hired to work a predetermined schedule of twenty (20) hours or more but less than forty (40) hours per week.

10. Probationary Employee: An employee serving a test period of work evaluation as a new employee or a promoted employee prior to regular status as a new or promoted employee. Newly hired probationary employees terminated during or at the conclusion of the test period and promoted probationary employees demoted during or at the conclusion of the test period, have no rights of appeal or recourse to the grievance procedure, for said termination or demotion decision. Probationary employees will have all other rights and privileges of this Agreement except those rights as may be limited in a Section or Article contained herein. A probationary employee is eligible to use accrued annual and sick leave and their floating holiday.
11. Probationary Period:
- a. New Hire. The probationary period for a newly hired employee will be six (6) months unless the employee was in an unpaid status, then their probationary period will be extended by that amount of time. Newly hired probationary employees may be terminated at any time during or at the conclusion of the six (6) month test period.
  - b. Promoted Employee. The probationary period for a promoted employee will be six (6) months unless the employee was in an unpaid status, then their probationary period will be extended by that amount of time. Promoted employees may be deemed to have failed the probationary status at any time during or at the conclusion of the test period. In the event the employee fails probation in the promotional position, the employee will be restored to their position or an equivalent position in the same wage grade at the step previously held.
12. Promotion: Appointment to a job classification with a higher pay range within the department of current employment.
13. Reclassification: An increase/decrease in the level of responsibilities, tasks and duties of a position which changes areas of emphasis, the level of skill required and/or qualification requirements as they relate to the current position. A reclassification upgrade is not to be used as a merit raise or as a reward for employment longevity, nor is it to be used to reflect an increased volume of work at the same level of responsibility that the incumbent is currently performing. Due to an overall increase/decrease in responsibilities of a position, the monetary compensation (pay range) established for the position may increase/decrease.
14. Regular Employee: An employee who has successfully completed their probationary employment period. Regular employees are credited with continuous service from the date of hire.
15. Seniority: Seniority for the purposes of lay-offs is defined as length of service within the affected classification. An employee who is laid off and re-employed or

rehired within one (1) year from the date of termination or layoff, will have their seniority adjusted by the time between lay off and re-employment.

16. Union: Will mean Teamsters, Local 589.
17. Work Week: A work week will consist of forty (40) hours in a seven (7) day period; **provided**, the work week as defined does not constitute guaranteed hours of work by the Employer.

## **SECTION E - NON-DISCRIMINATION**

1. Neither the Employer, Union, nor any employee will in any manner whatsoever discriminate or retaliate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; gender identity or expression; sexual orientation; veterans or military status, marital status; national origin; age; HIV status; genetic information; sensory, mental or physical disabilities; or other status protected by applicable law; **except**, that such factors may be considered in employment decisions where determined to be a bona fide occupational qualification under the guidelines promulgated by the Federal Equal Employment Opportunity Commission.
2. No employee will be discharged or discriminated or retaliated against for upholding lawful Union activities, fulfilling duties as an officer in the Union, or serving on a Union committee or member thereof, or exercising the Employee's rights as a Union member or non-member.

## **SECTION F - MANAGEMENT RIGHTS**

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

## **SECTION G - UNION OFFICIALS' TIME OFF**

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

1. They notify the Director or authorized designee, in writing at least forty-eight (48) hours prior to the release time period, or at the earliest time the employee is aware of such time off requirement;
2. The Employer is able to properly staff the employee's job duties during the release time period;
3. Employees in the bargaining unit will not transact Union business while working on shift which in any way interferes with the operation or normal routine of any department.
4. Use of release time will not result in overtime.

## **SECTION H - BULLETIN BOARD**

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

## **SECTION I - GRIEVANCE PROCEDURE**

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

3. Union Representation: 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.

4. Grievance Procedure:

Step 1 - Oral Discussion - The aggrieved employee, with Union representation, will meet with the Program Supervisor 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 Director or designee will attempt to resolve the grievance within fifteen (15) working days after it is presented.

Step 2 - Written Grievance - If no settlement is reached in Step 1, the Union will reduce to writing a statement of the grievance or complaint which will contain the following: (a) the facts upon which the grievance is based; (b) reference to the section or sections of the agreement alleged to have been violated; and (c) the remedy sought. The written grievance will be filed with the Director or designee within fifteen (15) working days following the meeting in step one. The 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 ten (10) working days after receipt of the written grievance. In the event the Director is not available to receive a written grievance, then such grievance will be filed with the Director's designee. If the grievance is filed with the Director's designee, then the period during which the 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 representative may present the grievance in writing to the County Administrator within fifteen (15) working days following receipt of written decision Step 2. Upon receipt, the County Administrator will conduct the grievance hearing. The hearing will be held and a decision will be rendered within fifteen (15) working days of receipt of the grievance. In the absence of the County Administrator, the Chair of the Board of County Commissioners, or designee, will conduct the Step 3 grievance hearing within thirty (30) working days. The Step 3 written decision will be issued within fifteen (15) working days after the grievance hearing.

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



either party may submit the dispute to binding arbitration, set forth in Step 5 below.

Step 5 - Arbitration - In the event a grievance is not satisfactorily settled in Step 3, the Union may submit the matter to arbitration under the procedures described below. The Union's request for arbitration must be made within fifteen (15) working days after receipt of the Step 3 decision.

- a. Arbitrator Selection. In regard to each case reaching Step 5, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within fifteen (15) working days of the submission of the written request for arbitration, a list of nine (9) names will be jointly requested by the parties from the Federal Mediation and Conciliation Service (FMCS) within five (5) working days of the parties' failure to mutually agree upon an arbitrator. The request will be limited to arbitrators from the region that includes Washington and Oregon. The parties will strike arbitrators from the list in alternating order until a single arbitrator remains, who will hear the grievance. The flip of a coin will decide who strikes first from the list.
- b. Hearing. The arbitrator will hold a hearing and accept pertinent evidence submitted by both parties and will be empowered to request such data as they deem 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 comments 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 before them and will refuse to receive any information after the hearing except when there is mutual agreement, and in the presence of both parties. The arbitrator will not have the power to render a decision that will add to, subtract from, alter, change or modify the terms of this Agreement, and the arbitrator's power will be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision will be made in writing and, if neither party wishes to submit a post-hearing brief, will be issued to the parties within thirty (30) days after the arbitration hearing. If either or both parties wish to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date will be agreed upon by the parties or, if they are unable to agree on a date, designated by the arbitrator. If the

case briefing is submitted, the arbitrator's written decision will be issued to the parties within thirty (30) calendar days of submission of the briefs.

- d. Cost of Arbitration. Each party will pay compensation and expenses relating to its own witnesses or representatives, including any attorneys' fees. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic cost. The cost associated with the jointly requested list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS) and the fee and expenses of the arbitrator, will be paid by the party ruled against by the arbitrator. In the event that the arbitrator's decision provides for a split ruling, the arbitrator will then determine the appropriate share of the total cost that will be paid by each party.
5. Time Limits: Any time limits stipulated in this Article may be extended for stated periods of time by the parties by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee fails to advance his grievance to the next step in the grievance procedure within the specified time limit and in the specified manner, the grievance will be considered settled. The employer's failure to respond within the time limit at any step in the procedure will permit the aggrieved employee to advance his grievance to the next step of the procedure. Where time limits are expressed in working days, "working days" will mean Monday through Friday, excluding holidays.

## **SECTION J - JOB VACANCIES**

Job vacancies are posted electronically by the Human Resources Department.

1. Departmental Only Posting. The Employing Official may fill a job vacancy from within the department through an internal departmental posting. Applications are restricted to employees who have been hired through an open competitive process in the County within the employing department. Such notice will be posted a minimum of five (5) working days before filling job vacancy.
2. Internal Posting. The Employing Official may post notice of job vacancy internal to the County for existing County employees only instead of or prior to outside posting to the general public. Applications are restricted to employees who have been hired through an open competitive process in the County. Such notice will be posted a minimum of five working days before filling job vacancy.
3. Outside Posting. The Employing Official may post notice of job vacancy to the general public. Applications are accepted from qualified persons who wish to apply. Such notice will be posted ten (10) working days before filling job vacancy. In the event the ten (10) days posting requirement imposes an unusual hardship

upon the Employer, the Employer may reduce the posting period to five (5) working days.

4. Transfer. Upon agreement by an Employing Official and an employee, or to meet the needs of the Employer, a transfer may be made. An employee transferring to a new position should possess the minimum qualifications for that position and be subject to a six (6) month probationary period. The transferred employee may be provided the right to retreat as determined, in writing, by the Employing Official at the time of transfer. An employee transferred to a different classification will retain their current salary or be placed on a new salary scale as near to their previous wage as possible, if mutually agreed in advance.

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

1. Promotions: When an employee is promoted from one classification to another, the employee's actual salary for the job into which the employee is promoted will be greater than the employee's salary of the formerly held position.
2. Work Performed in Higher Classification: An employee who performs work of a higher job classification for five (5) or more consecutive working days, will be paid a five percent (5%) premium or the minimum step of the salary range for the approved classification, whichever is greater, for the duration of the assignment pursuant to the following conditions:
  - a. That the referenced five (5) working days will relate to consecutive work days for each separate and specific incident or job project, and
  - b. Employee(s) must meet the minimum qualifications, and
  - c. The Employee(s) working out of class is performing the complete scope of work in the higher job classification.

Employees in a represented position working out-of-class in a non-represented position will still be considered part of the bargaining unit and will be eligible to continue to pay union dues for their regular represented position.

## **SECTION L - LAYOFF AND RECALL PROCEDURES**

1. In the event of a layoff, seniority, performance, and ability (including special skills needed to perform a particular assignment within a classification) will be the factors in determining which employees, within the affected classification within a department will be laid off. Ability will be determined by the existence of special skills, credentials, or other qualifications required in a particular job assignment as evidenced by the job description or announcement of hiring. When ability and performance are substantially equal, seniority will be the determining factor. Performance will be determined by the use of the employee's performance

evaluations within the last two years within the affected classification. Performance between affected employees will be considered “substantially equal” if both employees receive a “Meets Standards” rating.

- a. No regular employee will be laid off or demoted while there are extra help or probationary employees serving within the affected classification. Employees laid off will be given two (2) weeks’ notice in writing or, at the Employer's option, two (2) weeks’ separation pay.
  - b. Laid off employees will be eligible for recall or consideration for re-employment for a period of one (1) year from their effective date of layoff.
2. Recall within department of layoff. When the County rehires in a department within one (1) year after a layoff has occurred, the County will first attempt to rehire those employees who were laid off from the affected classification within the department in the reverse order of their layoff. Laid off employees will also be considered, if they are available for work, for positions of equal or lower classifications for which they meet the minimum qualifications. Laid off employees must meet the minimum qualifications for the position to be considered for recall.
  3. It will be the responsibility of the employee on layoff to inform the Employer of any change of their address. Employees who refuse an offer to be recalled or fail to respond to the answer will relinquish their recall and reemployment rights set forth in this Article unless the failure to respond was outside of the employee’s control.
  4. Employees recalled within one (1) year will return with County seniority for purposes of computing fringe benefits, except the period of layoff will not be counted. Laid off employees will retain seniority for recall purposes for one (1) year following the effective date of the layoff. Fringe benefits will include vacation leave, sick leave and longevity pay. Employees’ accrued but unused sick leave balances will be restored upon recall or reemployment within the one (1) year period.

## **SECTION M - EMPLOYEE DISCIPLINE**

The following is a list of disciplinary actions in order of increasing severity. It is not intended to be an all-inclusive list, nor is there any intent that discipline necessarily start at the lowest level and be sequential. The level and sequence of discipline should be commensurate with the problem.

1. Oral Warning. Inappropriate conduct or performance may initially be brought to the attention of the employee by oral admonition or reprimand. The employee must be advised that the particular communication is an oral warning under these rules. The employing official is to take reasonable precaution not to embarrass

the employee before other employees or the public. The employing official is encouraged to keep a record of the date and subject of oral warnings.

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 will be subject to the grievance procedure up to Step 3, involving the Kitsap County Board of Commissioners.
3. Suspension Without Pay. The Parks Director, or designee, may remove an employee from work without pay for a specific period of time for continuing inappropriate conduct or performance or any one offense when the severity of such conduct or performance warrants it. The Parks Director, or designee, may charge an employee vacation leave, in lieu of suspension without pay.
4. Demotion. The Parks Director, or designee, may demote an employee to a classification which has a lower salary range. This type of action is usually taken where an employee is unable or unwilling to perform the duties required for their current position, but meets the qualifications for the position to which they are being demoted. It also may apply here when a promoted employee commits an offense requiring greater discipline than an oral or written reprimand.
5. Dismissal/Discharge. Dismissal/discharge is the termination of the employment relationship. Dismissal/discharge is the most severe form of disciplinary action and should only be used after previous attempts at corrective discipline have failed or when the severity of the conduct or performance warrants it.
6. The employee has the right to request a review of written reprimand or warning, suspension, or discharge in the presence of a Union official/designee and supervisor.
7. Employer will make every effort to issue a written reprimand within ten (10) working days from the date of alleged infraction or incident or the date when the Employer is aware of the alleged infraction or incident. If the Employer is unable to issue a written warning, pre-disciplinary or pre-termination letter within thirty (30) working days from the date of the alleged infraction or incident or the date when the Employer was aware of the alleged infraction or incident, the Employer will notify the Union of the reason for the delay and the anticipated date the final decision will be made.
8. An employee discharged for disciplinary cause will not be entitled to a two-week separation pay or two weeks written notice.
9. The County's Personnel Manual Chapter 12 contains a non-exclusive list of violations and acts of misconduct for which an employee may be disciplined or discharged with just cause under this section. The Employer will make a good

faith effort to have copies of these policies available in major work areas for employee review.

## **SECTION N - PAY PERIODS**

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

## **SECTION O - PAYROLL DEDUCTION**

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 and additional withholding taxes. Employer agrees to allow employees to initiate direct deposits to banks designated through the County's computer systems/programs for Personnel and Financial Management Systems.

All Bargaining Unit members 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.

## **SECTION P - NO STRIKE CLAUSE**

1. The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union and/or employees covered by this Agreement will not cause or condone any form of work stoppage, strike, or slow-downs as long as the terms of this Agreement are in effect. Employees who are involved in such actions will be subject to discharge.
2. A picket line, strike, slow-down or other interference with County functions by any other Union or bargaining unit will not be the cause for any form of work stoppage, strike, or slow-down by employees or the Union. Employees who are involved in such action will be subject to discharge.

## **SECTION Q - SAVINGS CLAUSE**

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



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

## **SECTION R - ENTIRE AGREEMENT CLAUSE**

1. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Employer and Union each voluntarily and unqualifiedly waive the right and each agrees that the other 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.
2. 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 II. ECONOMICS, HOURS, INSURANCE**

### **SECTION A – WAGES**

1. 2022. Effective the first full pay period of 2022, all salary schedules will be increased by five percent (5.0%).
2. 2023. Effective the first full pay period of 2023, all salary schedules will be increased by two and one-half percent (2.5%).
3. 2024. Effective the first full pay period of 2024, all salary schedules will be increased by two percent (2.0%).
4. All wage increases set forth above will be applied to the first step of each wage scale. Each wage step thereafter will be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step. The pay scales for the

bargaining unit are available online:

<https://www.kitsapgov.com/hr/Pages/payscales.aspx> [Hourly & Salary Pay Scales](#)

## SECTION B - SALARY STEPS/EVALUATIONS

\* For 2022 only, each employee who is employed on April 11 , 2022, will receive a one-time, nonprecedent setting step advancement, effective April 11 , 2022, as follows:

- Employees on steps 1-6 on April 10, 2022, receive a 4-step advancement;
- Employees on steps 7-8 on April 10, 2022, receive a 3-step advancement;
- Employees on steps 9-13 on April 10, 2022, receive a 2-step advancement;
- Employees on step 14 on April 10, 2022, receive a 1-step advancement; and
- Employees on step 15 on April 10, 2022, receive a one-time, non-precedent setting lump sum equivalent to 2.5% of their base annual wage.

Employees advanced through this provision will retain their step anniversary date.

[\\* Amendment KC-135-22-A has been inserted to original CBA, effective 4/11/2022](#)

1. Step movement will be as follows.

- a. Employees placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached; **provided**, the employee “Meets Standards” for the performance period. Step increases are effective and automatically awarded on the date of eligibility.
- b. Employees hired on or after January 1, 2020 will receive a one-step (2.5%) increase following six months of service until they reach step 5, and then step increases will be received annually until the top step is reached; **provided**, the employee achieves a “Meets Standards” during the performance period. Step increases are effective and automatically awarded on the date of eligibility.
- c. Does Not Meet Standards: If an employee receives an evaluation score of “Does Not Meet Standards” and is therefore not eligible for a step increase, at the discretion of the Employing Official, the employee may be re-evaluated in 60-180 days. If the employee receives an evaluation score of “Meets Standards” at a later date, the employee will be granted the step increase effective on that date. The delayed step increase does not change the employee’s step eligibility date.



2. Employee Evaluations:

- a. Every new employee will be evaluated on or about the 180th calendar days after employment. Every full-time or part-time employee will be evaluated annually thereafter. Employee evaluations will be scheduled at least annually, typically in January of each calendar year. Additional personnel evaluations may be used when deemed appropriate by the Director and agreed upon by the employee. Evaluations will be used as a factor in granting regular status, promotions, merit increases, transfers, demotions, layoffs and terminations.
- b. Evaluation Process.
  - (1) Evaluations will be in writing and dated.
  - (2) The employee had, if they so desires, two (2) days to study their evaluation prior to the required discussion with the Employer and prior to the evaluation being acknowledged by the employee signature. In no event will an employee refuse to sign an evaluation. By signing an evaluation an employee only acknowledges and does not necessarily concur with the evaluation.
  - (3) An employee may challenge an evaluation through the grievance procedure set forth in Article I Section I.
  - (4) The employee may file a rebuttal statement and the statement will become a permanent part of the employee's personnel file.

**SECTION C – LONGEVITY PAY**

1. All employees hired prior to January 1, 2014, will receive longevity pay as follows:

5th thru 10th years service	1.5% of base hourly rate.
10th thru 15th years service	2% of base hourly rate.
15th thru 20th years service	2.5% of base hourly rate.
21+ years service	3% of base hourly rate.

2. Longevity pay will be based upon continuous employment, exclusive of those periods wherein an employee is placed upon a leave without pay status; **provided**, when an employee is laid off and rehired, and the separation does not exceed twelve (12) months, the longevity pay will be computed from the employee's continuous service date excluding the lay-off period. **Provided further**, when an employee separates from employment and is subsequently rehired, the longevity pay will be computed from the date of re-employment; Except, the longevity pay will be computed from the date of employee's

continuous service date excluding the period of separation if the period of separation does not exceed thirty (30) days.

3. Regular full-time or part-time employees hired on, or after, January 1, 2014 will not be eligible for the Longevity Pay. None of the provisions contained in this Section C will apply to those employees, effective January 1, 2014.

## **SECTION D - MILEAGE REIMBURSEMENT**

The Employer will reimburse employees for authorized use of private automobiles for County business or in the performance of 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 location. In the event an employee chooses to drive their private vehicle when a County vehicle is available, the employee will not be reimbursed for mileage.

## **SECTION E - HOURS OF WORK**

1. Work Week: A work week will consist of forty (40) hours, in a seven (7) day period, beginning Monday and ending Sunday; Provided, the work week as defined does not constitute guaranteed hours of work by the Employer.
2. Annual hours of work will be based on the established budgeted FTE. Work schedules may vary based on the seasonal needs of the department. Wages will be based on actual hours worked. Accruals for annual, sick, all other leaves, and holiday pay will be prorated based on the annual FTE.
3. An employee who is instructed to report to work will be guaranteed four (4) hours work or pay during the work day; **provided**, this will not apply for "Call Back," as provided in Article II, Section I.
4. Shift Assignment:
  - a. Any continuous eight (8) hours worked within each workday, as assigned by the Director, or designee; **provided**, employees will be provided with ten (10) days of advance notice prior to any shift changed. **Provided further**, the ten (10) days advance notice will not apply in case of an emergency **or** when mutually agreed by employee and Director, or designee.
  - b. Shifts will consist of five (5) consecutive days on and two (2) consecutive days off.

5. At the discretion of the Director, a four (4) day work week may be implemented. Should a four (4) day work week be implemented, overtime provision will be based upon a forty (40) hour work week.
6. Rest Breaks - The Employer will provide each employee with a fifteen (15) minute paid rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute paid rest break during the second four (4) hour period in the work day. The employee will remain within the area subject to immediate callback should the workload require it. The Union and the employees will work with the Employer to insure that rest breaks are not abused but are used within the time frames and for the purpose intended.
7. Meal Periods - The Employer will provide each employee with an unpaid forty-five (45) minutes for a meal between the third (3rd) and fifth (5th) hour of each shift. All employees will be allowed to leave the premises for meals, unless directed by a supervisor to remain at facility. In such event, the employee would be compensated per Article II, Section F.

## **SECTION F – OVERTIME**

1. All foreseeable overtime work must be authorized in advance by the Director or designee. Employer will make a reasonable effort to ensure that all foreseeable overtime work opportunities are offered and assigned to qualified employees on an equitable basis, **provided**, advance authorization will not be necessary when, in the employee's best judgment, timely completion of work in progress is essential to protect the public health and safety. **Provided further**, employee(s) will notify their lead worker or division supervisor at the earliest opportunity.
2. All hours actually worked in excess of forty (40) hours in any one (1) work week will constitute overtime and will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. At the employee's request, and with the supervisor's approval, employees may accrue compensatory time at a rate of one and one-half hours for each hour of overtime worked, up to a maximum of 40 hours. All accrued compensatory time not taken prior to midnight, December 31 of each year will be paid to the employee.
3. Employees will have the right to refuse the overtime assignment. Overtime will be compensated in increments of fifteen (15) minutes with the major portion of each fifteen (15) minutes compensated as fifteen (15) minutes.

## **SECTION G – INSURANCE** \* [Amendment KC-135-22-C](#)

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

benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.

1. **Medical Insurance Contributions:** From January 1, 2022 through December 31, 2024, the County will provide medical insurance to employees and their eligible dependents through the plans described in Appendix B.
  - a. **Regular, Full-Time Employees:** Regular full-time employees will contribute towards the cost of medical insurance for their coverage and coverage of their dependents based on the plan and tier of coverage they select through the County's open enrollment processes. Employee contributions for years 2022, 2023 and 2024 are specified in Appendix B. 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.
  - b. **Regular Part-Time Employees:** For regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 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 B.
2. **Waiver of Medical Coverage:**
  - a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred fifty dollar (\$150.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan. Full-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive premium.
  - b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment. Regular, part-time employees who waive their

coverage to participate in Medicare are not eligible to receive the waiver-incentive premium.

3. **Double Coverage:** County employees may have double coverage under County-sponsored medical plans (i.e., employees may cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).
4. **Dental Benefits, County Contribution:**
  - a. County Contribution:
    - (1) **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.
    - (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
    - (3) **Employee Premium Contributions:** Employees will be responsible for paying the portion of their dependent premiums that are not covered by the County's contribution.
  - b. All regular full-time and part-time employees will participate in a County-sponsored dental plan.
  - c. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington 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.
5. **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.
6. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.

7. **Changes to Coverage During Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.
8. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.
9. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
10. **Pre-tax payments:** All employee contributions will be made pre-tax.
11. **WA Paid Family & 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.

### **Medical Benefits Committee**

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

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

### **SECTION H - STANDBY PAY**

1. At the Employer's option, an employee may be placed on "standby" status. Such status requires that the employee be available on a twenty-four (24) hour basis for emergency work at one of the park sites. Such employee will have access to a communication device capable of summoning the employee's attention. The employee must be in a position to respond by telephone within fifteen (15)

minutes to any summons at any time during the twenty-four (24) hour period. Additional compensation for being on "standby" status will be \$15.00 per each twenty-four (24) hour period.

2. Employer will post and maintain a standby duty roster, as necessary and appropriate to comply with the provisions of this Section.
3. An employee on standby status will be subject to call back duty as described in Article II, Section I.
4. If the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is the employee's responsibility to find a replacement in advance of the scheduled period and notify the Director or designee in writing.
5. The standby shift will begin at 4:30 p.m. and end at 4:30 p.m. the following day. as determined by the Director. The period of time for which Standby will be necessary will be determined by the Director.
6. Standby shift(s) will be offered to those who are qualified (as determined by the Director) based on seniority.

#### **SECTION I - CALL BACK**

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

#### **SECTION J - SHIFT DIFFERENTIAL**

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

#### **SECTION K – UNIFORMS**



1. Employer will provide uniforms for employees within the classifications of Maintenance Worker. Employees within this classification will wear their uniforms in accordance with directions by the Director or designee.
2. All Maintenance and Operations classifications are required to wear quality protective safety footwear meeting the standards set forth under WAC 296-800-16060 while on Employer property or a worksite. Employees will ensure that their safety footwear are in safe working order at all times. The Employer will reimburse an employee up to \$300 every two consecutive calendar years for purchase of protective footwear, including for multiple purchases so long as total reimbursement does not exceed \$300. The Employer may, at its discretion, approve additional reimbursement when an employee's protective footwear is damaged beyond normal wear and tear during the course of the employee's duty.
3. Safety footwear 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 footwear meets the standard. Any costs associated with the purchase which exceed the designated allowance will be the responsibility of the employee.

### **ARTICLE III. LEAVE SCHEDULES AND ACCRUALS**

#### **SECTION A – HOLIDAYS**

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

#### **COMMONLY CALLED**

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

2. 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.



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

## SECTION B - ANNUAL LEAVE

1. Vacation leave with pay will be earned as follows:
  - a. Upon employment - 12 days per year (96 hours per year) accumulating at a rate of approximately 8 hours per calendar month.
  - b. Upon completion of three year's employment - 15 days per year (120 hours per year) accumulating at a rate of approximately 10 hours per calendar month.
  - c. Upon completion of five year's employment - 20 days per year (160 hours per year) accumulating at a rate of approximately 13.33 hours per calendar month.
  - d. Upon completion of ten year's employment - 25 days per year (200 hours per year) accumulating at a rate of approximately 16.67 hours per calendar month.
2. Employees will make every attempt to use vacation leave during the year in which it is earned and are responsible for ensuring that they schedule their leave to avoid forfeiting leave at the end of the calendar year. No more than 45 days vacation leave (360 hours) may be carried from one calendar year to the next. Requests for leave must be approved in advance by the Director or designee. Vacation leave will be taken at times mutually agreeable to the employee and the Director. In the event of conflicts between employees in requests for leave, the employee first requesting will prevail. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Director will make the final determination with consideration toward seniority and prior requests. If an employee is prevented by the Director from taking vacation leave and if, as a result of such, the employee has more than 45 days vacation leave (360 hours) accumulated on December 31, then the employee will be paid for such leave in excess of 45 days (360 hours) at the salary rate then being paid to the employee.
3. In recognition of the mutual interest of the Employer and the employees to provide high quality service to the public at all times, employees agree to exercise good judgment in requesting vacation leave or compensatory time off during the department's busiest times of the year. Between April 1 and September 15 of each year, employees may request and receive up to five (5) consecutive days off, **provided** that such requests will be submitted to the Director at least one month prior to the first day of requested leave. **Provided further**, that the Director reserves the right to reject such requests if the requested time off will adversely impact the department's ability to provide programs or maintain facilities at an acceptable level. Such decision will not be grievable.

4. Upon separation of an employee by resignation with two weeks notice, 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.
5. An employee who fails to give two weeks notice on resignation will forfeit ten (10) days of accrued vacation leave and be paid for balance over ten (10) days.
6. All requests for vacation leave submitted to the employee's Supervisor will be acted upon and the employee will be notified of such decision within seven (7) days of request.
7. Eligible part-time employees accrue prorated vacation leave based on the employee's established and approved FTE status.

### **SECTION C - SICK LEAVE**

1. Employees hired on or after January 1, 2004, will earn twelve (12) days (96 hours) of sick leave per year, or 8 hours per calendar month; provided, no more than 150 days sick leave may be carried from one calendar year to the next.
2. Employees hired on or after September 16, 1985 and prior to January 1, 2004, will earn fifteen (15) days (120 hours) of sick leave per year or 10 hours per calendar month; **provided**, no more than 150 days sick leave may be carried from one calendar year to the next.
3. The Employer agrees to comply with all applicable state laws and regulations regarding the use of paid sick leave. Employees may use sick leave in accordance with the provisions set forth in the County's Personnel Manual.
4. Each January, at the employee's option, the employee may convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio (10:1); provided that employees must maintain a minimum of forty (40) hours in their sick leave bank. (As an example, if the employee earned 15 days sick leave in 1985 and used no sick leave, they could convert the 15 days to 1.5 days annual leave.) If an employee chooses to convert their sick leave, they forfeit that amount of sick leave and must use the converted annual leave within the calendar year. Under no circumstances will an employee receive cash payments for converted leave on the books. The employee must submit their request for conversion to their Director on or before January 31.
5. Upon eligibility of retirement in accordance with the Department of Retirement Systems (DRS), employees will receive payment for twenty-five percent (25%) of all accrued sick leave at the time of separation up to a maximum of 300 hours, to be paid into the employee's HRA/VEBA subject to IRS limits.

6. Employees who have exhausted their sick leave may request to use other accrued leave. If not approved, employees will be placed on unpaid leaves of absence. Absent an approved request to use other accrued leave, employees will be placed on unpaid leaves of absence.
7. Employees 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.
8. Eligible part-time employees accrue prorated sick leave based on the employee's established and approved FTE status.
9. Employees may use up to two days of sick leave annually to volunteer at their child's or grandchild's school or at a recognized 501(c)(3) nonprofit organization, pursuant to the County's Employee Volunteer Activities Policy.

## **SECTION D - BEREAVEMENT LEAVE**

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

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

## **SECTION E - CIVIL LEAVE**

Civil leave with pay 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.

## **SECTION F - MILITARY LEAVE**

1. Any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps of the United States or of any organized reserve or Armed Forces of the United States, will be entitled to military leave with pay pursuant to the provisions of state law.

2. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service, may seek leave of absence as set forth within this Agreement and, upon return, will be entitled to reemployment pursuant to the provisions of state and federal law.

## **SECTION G - LEAVE OF ABSENCE WITHOUT PAY**

1. Any employee may take leave of absence without pay upon prior written approval by the Director. No approved leave of absence under this section will be taken unless the employee first expended all accumulated leave, if allowable; provided, this prohibition may be waived upon application to and at the discretion of, the Board of County Commissioners.
2. A leave of absence will be for a specific period and such leave may not aggregate more than twelve (12) months in any five (5) year period.
3. Leave of absence will be granted at the sole discretion of the Employer.
4. Upon return from leave of absence, the employee will be entitled to the former position or a similar position and there will be no reduction in seniority, status or pay. An employee, during leave of absence, may continue insurance benefits; **provided**, such employee makes arrangements for payment of employee and Employer premiums. **Provided further**, for calculations of seniority, the leave of absence without pay period will be deducted.

## **SECTION H - ABSENCE WITHOUT AUTHORIZED LEAVE**

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

## **ARTICLE IV. FUTURE NEGOTIATIONS**

1. Unless otherwise expressly provided herein, the terms of this Agreement will be in full force from the date fully executed and will remain in full force and effect until December 31, 2024.
2. Negotiations on proposed amendments to this Agreement may be held at any time by mutual agreement of the Union and the Employer. Any such negotiations will be restricted to the subjects agreed upon in advance in writing and will not, therefore, open all subjects to negotiations.
3. On or before September 1, 2024, the Union or the Employer will submit notice of intent to negotiate modifications to this Agreement. Both the Union and the Employer pledge to bargain and negotiate in good faith.

## **ARTICLE V. EMERGENCIES AND DISASTERS**

During an emergency, disaster, or catastrophic event, which places life or property in jeopardy, employees may be assigned to any disaster service activity that promotes the protection of the public health and safety. Assignment might require serving at a location, at times, and/or under conditions that significantly differ from employee's normal work assignments; this may include assignments to perform work outside of the bargaining unit. As employees of Kitsap County, employees may be directed to perform a role other than their regular job, by employees' Elected Official/Department head or designee or by law. An employee may be called on to perform services as an Emergency Worker as defined in RCW 38.52.010(4), subject to the provisions of RCW Chapter 38.52. An employee's rate of pay will not be reduced as a result of such assignments.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**TEAMSTERS, LOCAL 589**

\_\_\_\_\_  
**MARK FULLER**, Secretary-Treasurer

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
**EDWARD E. WOLFE**, Chair

\_\_\_\_\_  
**CHARLOTTE GARRIDO**, Commissioner

\_\_\_\_\_  
**ROBERT GELDER**, Commissioner

**ATTEST:**

\_\_\_\_\_  
Dana Daniels, Clerk of the Board

## **APPENDIX A**\*

### **BARGAINING UNIT POSITIONS**

M&O Worker

M&O Technician

M&O Specialist

M&O Coordinator

General Service Worker

Office Support Assistant

Office Support Specialist

[\\* Amendment KC-135-22-B updated Appendix A effective 3/6/2024](#)



## APPENDIX B

### 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		
	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%
Value	0.00	0.00	0.00	53.72	59.09	62.05	77.20	84.92	89.17	129.14	142.05	149.16
Classic	38.88	42.77	44.91	120.74	132.81	139.45	155.68	171.25	179.81	236.34	259.97	272.97
HDHP w/HSA*	0.00	0.00	0.00	33.60	36.96	38.81	46.88	51.57	54.15	80.04	88.04	92.45
Aetna (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%
Value	27.36	30.10	31.60	101.62	111.78	117.37	132.64	145.90	153.20	205.58	226.14	237.44
Classic	84.58	93.04	97.69	201.76	221.94	233.03	249.94	274.93	288.68	365.76	402.34	422.45
HDHP w/HSA*	10.72	11.79	12.38	50.92	56.01	58.81	67.00	73.70	77.39	107.22	117.94	123.84

## Kitsap County Monthly Insurance Rates & Contributions for Part-Time Employees (20+ to less than 30 Hrs/Week)

Kaiser Permanente of WA (HMO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%
Value	190.16	209.18	219.63	363.66	400.03	420.03	440.20	484.22	508.43	612.46	673.71	707.39
Classic	228.84	251.72	264.31	430.68	473.75	497.44	518.68	570.55	599.08	719.66	791.63	831.21
HDHP w/HSA*	150.98	166.08	174.38	282.02	310.22	325.73	340.18	374.20	392.91	470.84	517.92	543.82
Aetna (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%
Value	238.18	262.00	275.10	447.92	492.71	517.35	538.14	591.95	621.55	747.04	821.74	862.83
Classic	295.40	324.94	341.19	548.06	602.87	633.01	655.44	720.98	757.03	907.22	997.94	1,047.84
HDHP w/HSA*	191.44	210.58	221.11	352.12	387.33	406.70	421.86	464.05	487.25	582.52	640.77	672.81

## **APPENDIX C**

### **TIME LOSS**

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

1. An employee who is receiving time loss compensation will be considered to be on leave without pay status, except as otherwise provided below, and will not accrue annual leave or sick leave hours.
2. During the period an employee is eligible to receive Worker's Compensation Time Loss benefits, an employee may use accrued sick leave or annual leave concurrent with the receipt of Time Loss benefits to supplement time loss benefits so that the employee experiences no loss in pay, so long as the total leave requested each day does not exceed the employee's regularly scheduled work hours. Employees who are on Time Loss are encouraged to utilize accrued leave. Requests to use accrued leave to supplement time loss benefits should be submitted to the Risk Management Office in writing. Accrued sick leave will be used to supplement Time Loss benefits, and when sick leave is exhausted, accrued annual leave will be used. In the alternative, upon receipt of an employee's written request, accrued annual leave may be used in lieu of accrued sick leave. Supplemental leave requests must be submitted prior to the end of the pay period in which it is to be paid. Supplemental leave requests may be submitted as continuing requests, so that they need not be renewed each pay period. The accrued leave accumulation restrictions in ARTICLE III, Sections B and C of the Agreement apply to employees receiving Time Loss benefits.
3. An employee who is receiving time loss compensation and is supplementing that compensation with accrued paid leave, will be considered to be on paid status for a period up to six (6) months, and therefore eligible to receive all benefits employees on paid status receive, including but not limited to health insurance contributions, service credit towards a longevity bonus and step increase, seniority for layoff purposes, credit towards holiday compensation, and annual or sick leave accruals.
4. Except as expressly provided in this document, the provisions of the County's Personnel Manual Chapter 9, Section I – Workers Compensation, will apply to bargaining unit employees.