

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KITSAP COUNTY
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)**

KC-120-22-A

RE: 2022 Retention Incentive

This Memorandum of Understanding (MOU) is entered into by Kitsap County ("County") and the Council. The parties mutually agree as follows:

Background

On April 11, 2022, the Board of Commissioners approved a resolution to provide retention and recruitment incentives for non-represented employees in the form of step advancements and a one-time lump sum retention payment for employees on Step 15. Effective January 3, 2022, upon execution of the 2022-2024 collective bargaining agreement (CBA), most but not all COUNCIL represented employees received the same step advances that the BOCC approved for non-represented employees; however, there are two (2) inconsistencies between the 2022 retention incentives for non-represented employees and the step advances bargained with COUNCIL. The County remains committed to equitable compensation between represented and non-represented employees.

Agreement

In order to provide internal equity between County non-represented and bargaining unit member employees, and to address inconsistencies between the step advances bargained and agreed to with the COUNCIL bargaining unit and those for non-represented employees, the parties agree to the following:

1. Effective April 11, 2022, employees who were on Step 7 or on Step 8 on January 2, 2022, and advanced 2 steps upon execution of the CBA on January 3, 2022, will advance one additional step.
2. Effective April 11, 2022, employees who were on Step 15 on January 2, 2022, and who were not eligible for any step advances as defined in the CBA, shall receive a one-time, non-precedent setting lump sum equivalent to 2.5% of their base annual wage.
3. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-120-22) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect.

4. Except as expressly provided herein, this Amendment shall be effective April 11, 2022.

| | |
|-----------------------------------|-----------------|
| Operating Engineers, Local 302 | Date |
| <u><i>M.A. Fahn</i></u> | <u>4/5/22</u> |
| Teamsters, Local 589 | Date |
| <u><i>Kimberly Chandler</i></u> | <u>4/4/2022</u> |
| IAM & AW, District 160, Local 282 | Date |
| _____ | _____ |
| Laborers, Local 252 | Date |
| _____ | _____ |

DATED this 11th day of April 2022.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E.E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board



4. Except as expressly provided herein, this Amendment shall be effective April 11, 2022.

| | |
|-----------------------------------|-----------------|
| <u>[Signature]</u> | <u>4/19/22</u> |
| Operating Engineers, Local 302 | Date |
| <u>[Signature]</u> | <u>4/5/22</u> |
| Teamsters, Local 589 | Date |
| <u>[Signature]</u> | <u>4/4/2022</u> |
| IAM & AW, District 160, Local 282 | Date |
| <u>[Signature]</u> | <u>4/7/2022</u> |
| Laborers, Local 252 | Date |

DATED this _____ day of _____ 2022.

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

EDWARD E. WOLFE, Chair

ATTEST:

CHARLOTTE GARRIDO, Commissioner

Dana Daniels, Clerk of the Board

ROBERT GELDER, Commissioner

**MEMORANDUM OF UNDERSTANDING
BETWEEN
KITSAP COUNTY
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)**

KC-120-22-B

Re: Article 19.D.7 (Operators Premium Pay) and Article 33 (Leave Without 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) in 2021. The parties have since discovered two errors within the executed agreement. This Agreement corrects the errors.

1. The parties agreed to strike Article 19, Subsection D.7 from the body of the Collective Bargaining Agreement. A review of the bargaining notes confirms that the intent of striking Article 19, Subsection D.7 was to capture the provisions in a new appendix. The parties erroneously omitted the new appendix resulting in unintended consequences for three employees of the Kitsap County Public Works Department.
2. Article 33 – Leave of Absence Without Pay, contains outdated language that does not align with the County's practice or policy for administering leave without pay. The parties agree to amend Article 33 to align with the County's Personnel Manual Policy for administering leave without pay.

Agreement

Now, therefore, the parties agree as follows:

1. **Article 19.D.7.** The following language is added to Article 19, Section D.7:
 - 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 Maintenance and Operations Specialist classification:

- i. Baker, Timothy D.
- ii. Chipps, Rodney L.
- iii. Goff, James A.
- iv. Redman, Justin M.

B. The above language added to Article 19, Section D. 7 will expire when none of the employees listed above remains employed by the County in the Maintenance and Operations Specialist classification.

2. Article 33 – Leave Without Pay

A. Any employee may take leave ~~of absence~~ without pay upon prior written approval by the Public Works Director or designee. ~~No leave of absence will be taken unless the employee first expended all accumulated leave, except that an employee will not be required to expend all accumulated sick leave. This prohibition may be waived upon application to, and at the discretion of, the Board of County Commissioners.~~

B. A leave of absence will be for a specific period and such leave may not aggregate more than twelve (12) months in any five (5) year period. For a leave of absence that will exceed five (5) consecutive working days, the following conditions must be met before granting the leave:

- i. 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.
- ii. All earned compensatory time, floating holidays, accrued vacation or general leave must be exhausted prior to going into a leave without pay status.
- iii. 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.
- iv. 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.
- i.v. All leave without pay in excess of a full calendar month results 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.

B.C. _____ Leave of absence will be granted at the sole discretion of the Employer.

C.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.

3. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-120-22) 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 January 1, 2022.

Eric Arntson Dec 19, 2023
Eric Arntson (Dec 19, 2023 10:23 PST)

Operating Engineers, Local 302 Date

Robert A. Driskell 11/23/23

Teamsters, Local 589 Date

Larry Stenseth Dec 18, 2023
Larry Stenseth (Dec 18, 2023 10:04 PST)

IAM & AW, District 160, Local 282 Date

Madeleine 12/11/23
Laborers, Local 252 Date

DATED this 4 day of December 2023.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Katherine T. Walters

KATHERINE T. WALTERS, Commissioner

Christine Rolfes

CHRISTINE ROLFES, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board