



**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-004-15**

**January 1, 2015 through December 31, 2016**



**COLLECTIVE BARGAINING AGREEMENT  
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**COLLECTIVE BARGAINING AGREEMENT  
KC-004-15**

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:

<u>Union</u>	<u>APPENDIX</u>
Operating Engineers Local 302	B
Teamsters Local 589	B
IAM & AW, District 160, Local 282	B
Laborers Union Local 252	B

**ARTICLE 2 – UNION SECURITY**

- 2.1. All employees recognized in ARTICLE 1 who are members of the Union in good standing or service fee payers on the effective date of this Agreement, shall remain members in good standing or service fee payers during the terms of this Agreement and those who are not members or service fee payers on the effective date of this Agreement shall on the 31<sup>st</sup> day following the effective date of this Agreement, become and remain members in good standing in the Union or service fee payers. It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the 31<sup>st</sup> day following the beginning of such employment, become and remain members in good standing in the Union or service fee payers as required. **Provided** that, if a public employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid such public employee to be a member of a labor union, such public employee shall pay an amount of money equivalent to the regular union dues and initiation fee of the Union to a non-religious charity or to another charitable organization as provided for in RCW Chapter 41.56. The Employer shall furnish written proof to the Union that such payment has been made.
- 2.2. The Employer shall notify the Union monthly of any new employee coming under the terms of this Agreement.

- 2.3. The Union agrees that membership in the Union will not be denied or terminated for any reason other than failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.
- 2.4. The Union agrees that the Employer shall not terminate the employment of any employee under the Security Clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues, service fees, or provide proof of an alternative payment based on religious tenets as provided herein above.
- 2.5. The Union shall provide thirty (30) days written notice to the employee, with copy to Employer, that unless restitution for any dues or fees overdue are made to the Union, discharge action will be taken. Should the employee make such restitution, the discharge request shall be withdrawn by the Union.
- 2.6. Upon written authorization of the employee, the Employer shall deduct monthly dues, service fees or assessments as set forth above from the salary of such employee and shall transmit such amount to the Union.
- 2.7. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Section.

### **ARTICLE 3 – UNION/EMPLOYER RELATIONS**

- 3.1. All collective bargaining regarding wages, hours and working conditions of employment shall 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 shall become effective only when signed by both the County and the COUNCIL.
- 3.2. Supervisors will not do Bargaining Unit work except in cases of emergency.
- 3.3. 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:**
  - 3.3.1. 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.

- 3.3.2. The Employer is able to properly staff the employee's job duties during the time-off period.
- 3.3.3. Employees in the Bargaining Unit shall 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 shall be defined as follows:

- 4.1. Bargaining Unit:
  - 4.1.1. Included: All employees working in classifications in the Road fund and ER&R Fund as defined in ARTICLE 1 hereof.
  - 4.1.2. Excluded: Supervisors, confidential employees, clerical employees, technical employees and all other employees of the Employer.
- 4.2. Employee: A full-time, part-time, or temporary employee in the Bargaining Unit (as defined in ARTICLE 1).
- 4.3. Employer: Shall mean County of Kitsap, Washington.
- 4.4. Full-time Employee: An employee who is hired to work a yearly pre-determined schedule of at least forty (40) hours per week.
- 4.5. Grievance: Shall be defined as a dispute or disagreement arising between the employee/Union and the Employer with regards to the employee's safety and/or the interpretation or application of the specific provisions of this Agreement. Specifically excluded are grievances that have been processed and decided and grievances not presented within the time limits established in ARTICLE 7.
- 4.6. Overtime: Shall mean all work performed in excess of regularly scheduled hours actually worked in any one day. Sick leave, annual leave, and any other compensable absence are not considered hours worked for the purposes of calculating overtime thresholds, provided however, compensatory time previously earned shall be considered actual hours worked when taken off for the purposes of calculating overtime thresholds.
- 4.7. 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.

- 4.8. 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 shall have contractual recourse to the grievance procedure. A probationary employee is eligible to use accrued annual and sick leave and their floating holiday.
- 4.9. Probationary Period:
- 4.9.1. New Hire: The probationary period for a newly hired employee shall 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 shall 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 his/her probationary test period.
- 4.9.2. Promoted Employee: The probationary period for a promoted employee shall be three (3) months; **provided**, at the option of the Employer, the probationary period may be extended, not to exceed three (3) additional months. Promoted employees may be deemed to have failed the probationary status at any time during or at the conclusion of the test period. In the event the employee fails probation in the promotional position, the employee shall be restored to his/her position or an equivalent position in the same wage grade.
- 4.10. Promotion: Advancement from one job classification to a higher job classification within the Road and/or ER&R Division of the Department of Public Works.
- 4.11. Regular Employee: An employee in a budgeted position, who has successfully completed his/her probationary employment period. Regular employees are credited with continuous service from the date of hire.
- 4.12. 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.
- 4.13. 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 and APPENDIX A of the Agreement, plus any overtime provided for under ARTICLE 24 of the Agreement and any shift differential provided for under ARTICLE 23.2 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.

4.14 Union: Shall mean the following:

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

4.15 Work Month (or Full Month): Any calendar month in which a probationary or regular employee is in a paid status for at least sixty-five percent (65%) of their regularly scheduled hours (65% of a full time employee's regularly scheduled hours are calculated to be 112 hours or 14 working days a month).

## **ARTICLE 5 – NON-DISCRIMINATION**

- 5.1. Neither the Employer, Union, nor any employee shall in any manner whatsoever unlawfully discriminate 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; **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 shall not constitute a violation of this contract provision.
- 5.2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the required sex of any employee or job applicant.
- 5.3. No employee shall be discharged or discriminated against for upholding lawful Union activities, fulfilling duties as an officer in the Union or serving on a Union committee or member thereof.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.1. 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 shall have no obligation to negotiate with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto, any subjects covered by the terms of this Agreement and closed to further negotiations for the terms hereof, and any subject which was or might have been raised in the course of collective bargaining, but is closed for the term hereof.

- 6.2. 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**

- 7.1. 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 shall be no suspension of work or impediment in the operation of the County during the grievance process.
- 7.2. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee/Union and the Employer with regard to the employee's safety and/or 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.
- 7.3. Union Representation: An aggrieved employee shall have the right to represent himself or to be represented by a Union official as per RCW Chapter 41.56.080.
- 7.4. Non-Meritorious Grievances: Nothing in this Agreement shall be so interpreted as to require the Union to represent an employee if the Union considers the grievance to be invalid or without merit.

7.5. Procedure:

Step 1 – Oral Discussion – The aggrieved employee, with or without Union representation, shall meet with the Road Superintendent or Assistant Public Works Director, or his/her 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 Road Superintendent or Assistant Public Works Director, or their designee shall attempt to resolve and respond to the grievance within ten (10) working days after it is presented.

Step 2 – Written Grievance – If no settlement is reached in Step 1, the aggrieved employee, with or without Union representation, shall reduce to writing a statement of the grievance or complaint, which shall contain the following: (a) the facts upon which the grievance is based; (b) reference to the Section or Sections of the Agreement alleged to have been violated; and (c) the remedy sought. The written grievance shall be filed with the Public Works Director within ten (10) working days following the response of Step 1. The Public Works Director, or his/her designee, shall conduct an investigation and shall notify the aggrieved employee and the Union in writing of the decision and the reasons therefore within ten (10) working days after receipt of the written grievance. In the event the Public Works Director is not available to receive a written grievance, then such grievance shall be filed with his/her secretary. The period during which the Public Works Director, or his/her designee, shall have to investigate and notify the aggrieved employee of the decision shall begin on the first working day after such individual returns.

Step 3 – If satisfaction is not reached in Step 2, the employee or bargaining representative may represent the grievance, in writing, to the Board of County Commissioners within twenty (20) working days following receipt of written decision in Step 2. Upon receipt, the Board of County Commissioners or, at its option, the County Administrator shall conduct the grievance hearing within fifteen (15) working days of receipt of the grievance. The Step 3 decision shall be issued within fifteen (15) working days following the date of the hearing. In the absence of the County Administrator, the Chair of the Board of County Commissioners, or designee, shall conduct the Step 3 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 twenty (20) 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. If the parties are unable to agree to an Arbitrator within ten (10) working days of the submission of the written request for arbitration, the moving party shall request a list of nine (9) names

of Arbitrators from the Federal Mediation and Conciliation Service (FMCS) within five (5) working days of the parties' failure to mutually agree. The flip of a coin shall decide who strikes first from the list.

- b. Hearing: The Arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representative(s) and witnesses.
  
- c. Authority of the Arbitrator: The Arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The Arbitrator shall rule only on the basis of information presented in the hearing before him/her and shall refuse to receive any information after the hearing, except when there is a mutual Agreement, and in the presence of both parties. The Arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the Arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The Arbitrator's decision shall be made in writing and, if neither party wishes to submit a post-hearing brief, the decision shall be issued to the parties within thirty (30) days after the arbitration hearing. If either or both parties wish to submit post-hearing briefs, said brief(s) may be submitted to the Arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the parties or, if they are unable to agree on a date, a date shall be designated by the Arbitrator. In the case briefs are submitted, the Arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.
  
- d. Cost of Arbitration: Each party shall pay compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic cost. The fee and expenses of the Arbitrator and the costs associated with jointly requested list of names shall be paid by the party ruled against by the Arbitrator. In the event that the Arbitrator's decision provides for a split ruling, the Arbitrator shall then determine the appropriate share of the total cost that will be paid by each party.

- 7.6. 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 or the Union fails to advance his/her grievance to the next step in the grievance procedure within the specified time limit and in the specified manner, the grievance shall be considered settled. The Employer's failure to respond within the time limit at any step in the procedure shall permit the aggrieved employee to advance his grievance to the next step of the procedure. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays.

## ARTICLE 8 – JOB VACANCIES

- 8.1. Notification to Transferred Employees: Employees who are permanently transferred to a different road shed shall be notified, in writing, if the County establishes a position of the same classification the employee held at the road shed the employee was transferred from. The employee shall be allowed to communicate his/her interest in returning to the road shed from which he/she was transferred and the Public Works Director shall consider the request before any posting of job vacancies is undertaken.
- 8.2. Posting of Job Vacancies: The Employer shall post notice of job vacancies within this Bargaining Unit and other County-wide job vacancies outside this Bargaining Unit as follows:
- 8.2.1. Vacancies Outside Bargaining Unit: All County-wide job vacancies will be posted on the bulletin board of each Road Shed and Sign Shop.
- 8.2.2. Vacancies Within Bargaining Unit: Employer shall post notice of job vacancies for both new and existing positions within this Bargaining Unit in one of the following ways, at their option, on the bulletin board of each of the respective Road Sheds and Sign Shop:
- 8.2.2.1. **Promotions**. The Public Works Director may fill a job vacancy from within the Road Division and ER&R Division of the Department of Public Works through an internal departmental posting only at all Public Works facilities. Such notice shall be posted a minimum of five (5) working days before a selection is made.

The Public Works Director shall use the "Rule of Three" on all promotional hiring. Accordingly, the Director shall hire from one of the three highest on the promotional

examination list using the promotional register at the site where the vacancy exists, based upon the scores obtained in the promotional testing process, set forth in ARTICLE 8.4. Employees shall designate which Road Shop they are willing to accept a promotional appointment at the time the final promotional register is completed and may place their names at more than one location. Employees shall not lose their standing on the register if a vacancy occurs in a road shed that they have identified as not desiring consideration. The Human Resources Department shall proceed down the ranked order until they have obtained three (3) applicants who have expressed interest for promotional appointment at the affected road shed. The Human Resources Department shall not refresh the list until all candidates on the promotional register at the affected location have been exhausted of candidates requesting consideration for the location.

Employees will be notified in writing of their placement on the hiring register. Upon written request, the County will provide promotional candidates with performance feedback.

8.2.2.2. **Internal Posting.** The Public Works Director may post notice of job vacancy internally to County employees only instead of, or prior to, outside posting to the general public. Such notice shall be posted a minimum of five (5) working days before a selection is made.

8.2.2.3. **Outside Posting.** The Public Works Director may post notice of job vacancy to the general public. Such notice shall be posted ten (10) working days before a selection is made. In the event the ten (10) working days posting requirement imposes an unusual hardship upon the Employer, the Employer may reduce the posting period to five (5) working days.

8.3. Employment Within Public Works Utilities Division Bargaining Unit.

Employees within the COUNCIL Bargaining Unit who are hired into a position represented by the Public Works Utilities Division Bargaining Unit shall:

8.3.1. Have a three (3) month probationary period.

- 8.3.2. If not successful in completing probationary period, have a reversion rights to his/her position, or an equivalent position in the same wage grade at the step previously held.
- 8.3.3. Employees shall retain seniority (years of service) for the purposes of annual and sick leave accrual rates and longevity bonus. The County retains the right to fill the position upon notification that an employee within the COUNCIL Bargaining Unit has accepted a position with the "Utilities Division" Bargaining Unit. The County will implement a subsequent layoff or demotion of the replacement employee if the employee who has taken a position within the "Utilities Division" Bargaining Unit fails his/her probation and selects his/her reversion rights.

8.4. Promotional Testing For Truck Drivers (Single Axle) and Apprentice Operator.

8.4.1. Application: The job classification covered within the terms of this Section shall be Truck Drivers (Single Axle) and Apprentice Operator.

8.4.2. Testing: The Promotional Test shall comprise of an Oral Assessment Board.

8.4.3. Process: All employees meeting the minimum qualification's criteria shall be eligible to apply and participate in the promotional testing.

8.4.4. Composition of Oral Assessment Board:

8.4.4.1. **Question Content**. Questions by the Oral Assessment Board shall be related to those matters which will fairly assess the capacity and fitness of the employee to perform the duties of the position to be filled.

8.4.4.2. **Raters**. The Oral Assessment Board shall be comprised of three (3) members. Two (2) of the three (3) raters shall be non-Kitsap County employees from outside agencies. One (1) of the raters may be an employee of Kitsap County but shall not be employed by the Road or ER&R Division of the Public Works Department.

The Public Works Department may have a knowledgeable supervisory personnel present for the expressed purpose of answering operational related questions from the Assessment Board.

A bargaining agent from the COUNCIL may attend all Oral Assessment Board interviews as an observer.

- 8.4.5. Promotional Hiring Registers: A Promotional Hiring Register for Truck Drivers (Single Axle) and Apprentice Operator shall be established based upon the results of the Oral Assessment Board. Employees shall be ranked in order starting with the highest score.
- 8.4.6. Duration of Register: The Promotional Hiring Registers shall be for six (6) months and may be extended an additional six (6) months at the discretion of the Public Works Director.

**ARTICLE 9 – WORK PERFORMED IN HIGHER CLASSIFICATION**

- 9.1. An employee who is temporarily required to perform work of a higher classification shall be paid the wages of the higher job classification for a minimum of four (4) hours per shift or actual hours worked, whichever is greater. **Provided**, if an employee is required to operate an equipment, (a) employee has completed the required number of training hours for the affected equipment reflected in “APPENDIX C;” and (b) employee has been certified by the Public Works Director, or his/her designee, as fully qualified to operate the affected piece(s) of equipment. **Provided further**, an employee will receive additional compensation for work performed in the higher job classification of single axle truck driver when operating/driving vehicles with a GVWR of 20,000 lbs. or greater (see APPENDIX D), and also, an employee operating any vehicle that has been modified to be used as a sander and/or snowplow and is being operated in that capacity shall also receive the higher job classification of single axle truck driver, and also, an employee who is temporarily assigned to perform the work of an Assistant Supervisor (ASU) shall receive the ASU rate of pay while performing the work.
- 9.2. “APPENDIX C” shall further reflect the classifications certified employees shall be compensated at for all temporary work performed in higher classifications; **provided**, Laborers who are performing the work of a truck driver or operator shall receive the base wages of the higher job classification as set forth in ARTICLE 9.1. above, plus the amount the Employer has agreed to contribute, if any, in ARTICLES 20.1. and 20.2. as pension contributions.
- 9.3. Employees who were in possession of their equipment certification on November 3, 1986 shall maintain their certification and shall not be required to be recertified under any revised training hours herein provided.
- 9.4. Employees employed in the following regular positions will not receive compensation under this Section for work performed in the listed higher-level job classifications, except as allowed in APPENDIX C:

EMPLOYEE’S REGULAR POSITION	HIGHER LEVEL JOB CLASSIFICATION
Single Axle Truck Driver	Tandem Truck Driver
Apprentice Operator	Operator

Laborer 1	Laborer 2 or Laborer 3
Laborer 2	Laborer 3
Traffic Technician 1	Traffic Technician 2 or 3
Traffic Technician 2	Traffic Technician 3
Traffic Signal Technician 1	Traffic Signal Technician 2 or 3
Traffic Signal Technician 2	Traffic Signal Technician 3

**ARTICLE 10 – DISCIPLINE AND TERMINATION**

10.1. Causes for Disciplinary Action. Employees shall only be disciplined or terminated for just cause. Just cause is a fair and honest reason supported by substantial evidence and reasonably believed by the Employer to be true. The following is a non-exclusive list provided for examples of “just cause” for disciplinary action.

10.1.1. Incompetency and/or Neglect of Duty.

10.1.2. 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 shall have the burden to prove there is a nexus to County employment.

10.1.3. Unauthorized use of County property or equipment, deliberately destroying, damaging or defacing County property, misappropriation of County property, funds, or service.

10.1.4. Making, accepting or soliciting a bribe in the course of County business.

10.1.5. Violation of County Drug-Free Workplace Policy.

10.1.6. Violation of Written or Posted Work Rules.

10.1.7. The Conviction of a Crime.

10.1.7.1. The conviction of a felony, the offense of which is directly related to the responsibilities of the position held or so disruptive to the work relationship between the County and employee or the employee and their co-workers that the County feels compelled to discharge the employee rather than tolerate the disruptions and inefficiencies that continued employment may cause. Examples of such conduct are: theft, child molesting, sex crimes, and others.

10.1.7.2. The commission of a misdemeanor or felony during the performance of County business.

- 10.1.7.3. The conviction of a misdemeanor, the offense of which is directly related to the responsibilities of the position held.
  - 10.1.8. Insubordination. The refusal to perform assigned work, unless such performance would constitute a safety hazard or illegal act.
  - 10.1.9. Absences without authorization, chronic tardiness or excessive absenteeism.
  - 10.1.10. Discrimination and/or Harassment as set forth in Kitsap County Resolution No. 145-2001.
  - 10.1.11. Assault. Exercising the unreasonable physical force against any person during the performance of County business.
- 10.2. Disciplinary Procedure:
- 10.2.1. Administrative Leave With Pay. When termination, demotion, or suspension without pay is considered possible, the Public Works Director, or his/her designee, may place the employee on Administrative Leave With Pay, when it becomes necessary to investigate a situation pending the results of a pre-disciplinary hearing.
  - 10.2.2. Hearing Required. The Public Works Director, or his/her designee, shall provide and arrange for a pre-disciplinary hearing prior to the imposition of a disciplinary action, except oral warnings and written reprimands.
  - 10.2.3. Notice. Notice of the hearing described above shall be initiated by the Public Works Director, or his/her designee, by providing the employee with a written notice. The notice shall inform the employee of:
    - 10.2.3.1. The reasons for the disciplinary action, including any specific policies and procedures which have been violated.
    - 10.2.3.2. A summary of the previous incidents or disciplinary actions, if applicable.
    - 10.2.3.3. That a hearing shall be scheduled to discuss the action within ten (10) working days of receipt of the notice unless extended by mutual Agreement of the Employing Official and the Employee.

10.2.3.4. That the employee shall be given an opportunity to respond orally or in writing at the pre-disciplinary hearing.

10.2.3.5. That the employee may have union representation at the pre-disciplinary hearing.

10.2.4. Pre-Disciplinary Hearing. The hearing shall be informal. The purpose of the hearing shall be to allow the employee to present information which would assist the Employing Official in reaching a final determination.

10.2.5. Final Disciplinary Action. As a result of the pre-disciplinary hearing, the Public Works Director, or his/her designee, shall issue a determination within thirty (30) working days of the date of the hearing. No warning letter, suspension or discharge will be valid unless given within fifty (50) working days from date of alleged infraction or incident, or knowledge by the Employer of an alleged infraction or incident. The determination shall be in writing and shall state:

10.2.5.1. The form of the discipline imposed;

10.2.5.2. The effective date and duration of the discipline imposed; and

10.2.5.3. The required correction action by the employee, if applicable.

10.2.6. Placement in Personnel File. The employee shall acknowledge receipt of the disciplinary action by signature on the final notice of the disciplinary action. Upon signature for receipt only, such disciplinary action notice shall 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 his/her designee, may note such refusal on the notice prior to forwarding to Human Resources for filing.

10.3. 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.

10.3.1. 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.

- 10.3.2. 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 shall be subject to the grievance procedure.
- 10.3.3. Suspension Without Pay. The Public Works Director, or his/her designee, may remove an employee from work without pay for a specific period of time for continuing inappropriate conduct or performance or any one offense when the severity of such conduct or performance warrants it.
- 10.3.4. 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**

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

## **ARTICLE 12 – PAYROLL DEDUCTION AND AUTOMATIC PAYROLL DEPOSIT**

- 12.1. 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.
- 12.2. All Bargaining Unit members shall take advantage of the automatic payroll deposit that the County offers. All employees shall subscribe to direct deposit of their biweekly paycheck to a financial institution of their choice.  
**NOTE:** Any out of state hardship(s) requiring a paper check will be addressed on an individual case basis.

## **ARTICLE 13 – NO STRIKE CLAUSE**

- 13.1. 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 effort to avoid or eliminate any conduct contrary to this objective.

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

- 13.2. A picket line, strike, slow-down, or other interference with County functions by any other Union or Bargaining Unit shall not be the cause for any form of work stoppage, strike, or slow-down by employees or the Union. Employees who are involved in such action may be subject to discharge.

## **ARTICLE 14 – SAVINGS CLAUSE**

If any provisions of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. In such event, the parties shall meet for 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**

- 15.1. 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 shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.
- 15.2. The parties represent that this Agreement shall be deemed the entire Agreement between the parties and no oral or written statement shall modify, add to, or supersede any of its provisions unless mutually agreed; however, oral or written statements may be used for clarification purposes of contract language.

## ARTICLE 16 – COMPENSATION FOR TRANSPORTATION AND TRAINING

- 16.1. Transportation and travel time for employee(s) on temporary assignment to another road shed shall be provided when the employee's commute in miles to the temporarily assigned road shed exceeds his/her regular commute miles from his/her residence to his/her regular road shed.
- 16.2. Employer shall reimburse employees for authorized use of private automobiles for County business or in the performance of his/her official duties at the rate established by the Internal Revenue Service for actual miles traveled. In no event shall reimbursement for miles driven exceed an amount equal to the round trip coach airfare of a common carrier. Mileage reimbursement shall not be paid for miles driven by an employee from his/her usual place of residence and usual work locations.
- 16.3. Reimbursement for travel and training shall be as set forth below:
- 16.3.1. Mandatory Training. Employees who are required to attend a training class by their supervisor shall be reimbursed for all time spent in training. In addition, employees will be paid for time spent traveling to and from the training class (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 shall be paid for the mileage to and from his/her residence and the training location.
- 16.3.2. Voluntary Training. Employees attending a 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 shall be paid for the mileage to and from his/her residence and the training location.
- 16.3.3. Examples of Training.
- 16.3.3.1. Examples of Mandatory Training include:
- Confined Space Entry  
Lifting Gear Certification

Sprayer Certification  
Hazmat Clean-up  
Mandatory Trench Safety Training  
Regional Road Maintenance Program

16.3.3.2. 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

## **ARTICLE 17 – EMPLOYEE EVALUATIONS**

Every full-time and part-time employee shall be evaluated annually thereafter, on or about their anniversary date. Employees shall be notified twenty-four (24) hours in advance of a scheduled performance evaluation review session and shall 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**

- 18.1. Process: In the event of a layoff, the Public Works Director shall convene a meeting with the COUNCIL to review the layoff action pursuant to the following guidelines:
- 18.1.1. The Public Works Director shall determine, by classification, the number of employees to be laid off.
  - 18.1.2. All extra help and probationary employees serving within the affected classification shall be laid off before any regular employee.
  - 18.1.3. The employee, within the affected classification, with the least classification seniority, shall be laid off.
  - 18.1.4. Employees receiving layoff notices by classification will have the right to bump down into the next lower previously held classification or to the lowest non-previously held classification or volunteer for a layoff.
    - 18.1.4.1. **Previously held classifications.** When an employee bumps into the next lower previously held classification, all employees within that classification will have their classification seniority determined and the employee with the least classification seniority will be laid off or he/she may bump to the next lower previously held classification.

For purposes of seniority computation, all time employed within a higher classification as a regular employee shall be credited for seniority in previously held classification.

18.1.4.2. **Non-previously held classifications.** This group is a combination of all Laborer 1, 2, Traffic Technician 1, 2, and Utility Mechanic. When an employee bumps into an available classification within this group, he/she shall have their continuous Bargaining Unit seniority determined and the lowest seniority employee within the available classification shall be laid off. If an employee retained has never worked in the new classification, they shall serve a three (3) month probation with no right to the grievance procedure.

18.1.4.3. Employees who bump down shall be compensated at the rate established for the lower classification. **Provided**, employees who bump down into the non-previously held classification shall be paid the wage rate of Laborer 2, Traffic Technician 1 or Utility Mechanic, as appropriate.

18.2. Recall: In the event of a recall, the County shall first attempt to rehire those employees who were laid off or bumped out of the affected classifications in the reverse order of their layoff. Such rehired employees shall return to work with full County seniority for the purpose of computing fringe benefits, except the period of layoff shall not be counted. Laid off employees shall retain seniority for recall purposes for two (2) years following the effective date of the layoff. Fringe benefits shall include annual leave, sick leave, and longevity. Re-hired employees shall have their unused, accrued sick leave balances restored. County shall send a certified letter to the recalled employee. An employee who fails to respond within ten (10) working days shall be removed from the recall list. It is the laid off employee's responsibility to keep the County informed of their current address.

18.3. Employees who have bumped down rather than volunteer for a layoff, shall be reinstated, in reverse order of their bumping down, prior to any vacancy in the affected classification being filled through promotions, transfers or new hires. Such reinstatement rights shall be maintained throughout the term of this Agreement.

## **ARTICLE 19 – WAGES**

19.1. 2015: Effective the first full pay period in 2015, or upon signing—whichever is later, there will be a two percent (2%) Wage Adjustment through 12/31/15, provided to all regular employees currently employed on the date of ratification.

- 19.2. 2016: County reopens on wages.
- 19.3. The prescribed 2015 Salary/Class Schedules of employees covered by this Agreement shall be as set forth within "APPENDIX A-1" to this Agreement.
- 19.4. Employees receiving pension contributions as set forth in ARTICLE 20 have elected to reduce their wage rates by the amounts set forth in ARTICLE 20. The increases in wages set forth above will be calculated based upon the total wage and pension contribution, and the resulting amount will be added to employees' wages, as set forth in APPENDIX A-1.

For example, a 2.0% wage increase for an employee who earns \$10.00/hour in wages and \$1.50/hour in pension contributions would equal an additional \$0.23 (i.e.,  $\$10.00 + \$1.50 \times 0.02 = \$0.23$ ), so the employee's wages would increase to \$10.23/hour.

## **ARTICLE 20 – SUPPLEMENTAL PENSION CONTRIBUTIONS**

- 20.1. 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 shall not be reported as part of the employee's wages to the State Department of Retirement Systems or the Internal Revenue Service, nor shall this contribution be part of the employee's wages for computation of overtime, shift differential, or other salary-based premium pays.
  - 20.1.1. 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.
- 20.2. 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 (15<sup>th</sup>) day of the month for the immediately preceding month. The parties agree and understand that this contribution shall not be reported as part of the employee's wages to the State Department of Retirement Systems or the Internal Revenue Service, nor shall this contribution be part of the employee's wages for computation of overtime, shift differential, or other salary-based premium pay.

- 20.3. 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.
- 20.4. The County will provide employees with information on the amount of contributions and hours reported on behalf of participating employees on a quarterly basis.
- 20.5. No contributions to supplemental pension plans will be made on lump sum payouts of annual leave. Such lump sum payouts are provided for by ARTICLES 27.4. and 27.5. In contrast, in certain circumstances described in ARTICLE 27.5., a retiring employee may be continued on the payroll for the purpose of allowing him or her to use leave in excess of the maximum lump sum payout established by ARTICLE 27.5.; pension plan contributions are made when such "excess leave" is used.

## **ARTICLE 21 – LONGEVITY BONUS**

- 21.1. All employees hired prior to November 1, 1997, shall, 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 20 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

- 21.2. All employees hired on or after November 1, 1997, but prior to January 1, 2014, shall, 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

- 21.3. The longevity bonus shall be based upon continuous employment, exclusive of those periods wherein an employee is placed upon a leave without pay status; **provided**, when an employee is laid off and rehired, and the separation does not exceed twelve (12) months, the longevity bonus shall be computed from the initial employment date excluding the layoff period; **provided further**, when an employee separates from employment and is subsequently rehired, the longevity bonus shall be computed from the date of re-employment; **except**, the longevity bonus shall be computed from the date of initial employment if the period of separation does not exceed thirty (30) days.
- 21.4 Regular full-time or part-time employees hired on, or after, January 1, 2014 shall not be eligible for a Longevity Bonus, and none of the provisions contained in this Article shall apply to these employees.

## ARTICLE 22 – CALL-OUT AND STANDBY

- 22.1. **Call-Out:** An employee who has left work and is called out to work after completion of his regular day's shift shall be paid a minimum of two (2) hours, at one and one-half (1-1/2) times his regular rate of pay, or at the employee's option may take compensatory time off in lieu of pay (applies to accrual bank maximum in Article 24.3); **provided, however**, if the employee's regular shift starts less than two (2) hours from the time he started work on the call-back, he shall receive one and one-half (1-1/2) times his regular rate of pay for only times as it occurs before 6:00 a.m. Beginning at 6:00 a.m., the employee will be paid at his/her straight time rate of pay for the normal shift, whether paid for by worked hours, accrued annual leave or accrued compensatory time. Employees called out on a Saturday shall be entitled to a minimum of two (2) hours pay, at one-and-one-half (1.5) times the employee's regular rate of pay; and employees called out on a Sunday shall be entitled to a minimum of two (2) hours pay at two (2) times the employee's regular rate of pay.
- 22.2. A volunteer list would be recruited in each shop. Classifications eligible to volunteer are Assistant Supervisors, Operators, Single and Tandem Truck Drivers, Traffic Technicians, and Laborers. 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 24.5. 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 shall not be subject to the grievance procedures set forth in ARTICLE 7.

**22.3. Standby:**

- 22.3.1. 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. 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.
- 22.3.2. Standby personnel shall be issued a cellular phone, capable of summoning his/her attention. The standby personnel shall carry the phone at all times while on standby duty.

Standby personnel when called out to respond to an emergency shall ensure that assigned cellular phone is turned on in order that they may be contacted if necessary.
- 22.3.3. Employer will post a standby duty roster monthly.
- 22.3.4. An employee on standby status shall be eligible for call-back pay as prescribed in ARTICLE 22.1., above.
- 22.3.5. If the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is his/her responsibility to find a replacement in advance of the scheduled period and notify the Public Works Director or designee in writing no less than seven (7) days prior to starting date of scheduled standby status.
- 22.3.6. Duration of standby shall 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.
- 22.3.7. 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.

- 22.3.8. 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 Fleet Risk Management Policy.

## ARTICLE 23 – HOURS OF WORK

- 23.1. Work Week: A work week shall be Monday through Friday, consisting of forty (40) hours, which shall consist of five (5) eight (8) hour days; **provided**, the work week as defined does not constitute guaranteed hours of work by the Employer. **Provided further**, employees will be allowed to use accrued annual 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.
- 23.1.1. This provision shall not be used in lieu of layoff provision.
- 23.2. Regular shift shall be any continuous eight (8) hours worked between 6:00 a.m. and 6:00 p.m. A ten percent (10%) shift differential shall be paid for all actual hours worked between 6:00 p.m. to 6:00 a.m., except the dedicated graveyard shift scheduled from midnight to 8:30 a.m. shall receive the 10% differential from midnight to 8:30 a.m.
- 23.3. Rest Breaks: The Employer shall provide each employee with a fifteen (15) minute paid rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute paid rest break during the second four (4) hour period in the work day. The employee shall remain within the area, subject to immediate call-back should the workload require it. The Union and the employees shall work with the Employer to ensure that rest breaks are not abused but are used within the time frames and for the purpose intended.
- 23.4. Meal Periods: The Employer shall provide each employee with an unpaid, uninterrupted (except in cases of emergencies) one-half (1/2) hour for a meal between the third (3<sup>rd</sup>) and fifth (5<sup>th</sup>) hour of each shift.
- 23.5. An employee who is instructed to report to work on a regular scheduled shift shall be guaranteed four (4) hours work or pay.

23.6. Implementation of four (4) – Ten (10) Hour Work Day Week (4x10).

23.6.1. At the discretion of the Director of Public Works, a 4x10 work schedule, between May 1 through September 30, may be implemented.

23.6.2. Employees on a 4x10 work schedule shall be entitled to overtime pay after ten (10) hours work per work day.

23.6.3. Employees on a 4x10 work week shall revert back to a five (5) by eight (8) work schedule during a work week (5x8) wherein a holiday occurs.

23.7. Implementation of 9/80 Compressed Work Schedule:

23.7.1. Upon ratification of this Agreement, employees within the Traffic Maintenance Division will participate in a 9/80 compressed work schedule. The compressed work schedule shall be implemented by the Public Works Director on a date which coincides with the pay period.

23.7.2. At any time, at the discretion of the Public Works Director, this alternative compressed work schedule may be eliminated.

23.7.3. The compressed schedule shall be established with employees assigned to one of the following schedules:

<b>Schedule A</b>														
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
<b>Schedule B</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

23.7.4. Employees on the compressed schedule shall be entitled to overtime pay for hours actually worked over the regularly scheduled hours in a day; provided however, previously earned compensatory time taken off shall be considered actual hours worked for the purposes of calculating overtime. The work week for employees on Schedule A shall be from 11:00 a.m. on Friday to 11:00 a.m. on Friday of the following week. The work week for employees on Schedule B shall be from 11:00 a.m. on Monday to 11:00 a.m. on Monday of the following week. Any change in the work week will be mutually agreed upon in writing by the employee and Employer.

- 23.7.5 Employees on a 9/80 Compressed Work Schedule who are called back to work after the completion of their regular days shift are entitled to a minimum of two (2) hours pay, at one-and-a-half (1.5) times the employee's regular rate of pay in accordance with Section 22.1. Employees called out on a Saturday shall be entitled to a minimum of two (2) hours pay, at one-and-a-half (1.5) times the employee's regular rate of pay, and employees called out on a Sunday shall be entitled to a minimum of two (2) hour pay at two (2) times an employee's regular rate of pay.
- 23.8. An employee shall be notified eight (8) hours before he/she is to start a shift other than his/her regular shift.
- 23.8.1 Employees on temporary shift assignments shall be notified of any change to their current shift schedule prior to the conclusion of their current work day.
- 23.8.2 When an employee is called out to work without at least eight (8) hours time off since his/her previous shift, all such call-out time shall be paid for at the applicable overtime rate until he/she shall have eight (8) hours time off.
- 23.9. Night Shift Work: The Public works Director shall develop written procedures for night shift work that includes the following guidelines:
- 23.9.1. On November of each year, a sign-up list will be posted on the bulletin board of each separate road shed.
- 23.9.2. County will complete shift assignments for each classification by seniority.
- 23.9.3. 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).
- 23.9.4. County agrees to make a good faith effort in implementing night shift work assignments. Assignment decisions shall not be subject to the grievance procedure.

## **ARTICLE 24 – OVERTIME**

- 24.1. All overtime worked must be authorized, in advance, by the Public Works Director, or his/her designee, to be eligible for compensation.

- 24.2. All work performed in excess of regularly scheduled hours actually worked in any one (1) day shall constitute overtime and shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. Provided, previously earned compensatory time when taken off shall be considered actual hours worked for the purposes of calculating overtime. Overtime shall be paid for in increments of fifteen (15) minutes, with the major portion of each fifteen (15) minutes paid as fifteen (15) minutes.
- 24.3. An employee may, at his/her option, take compensatory time off (at the rate determined in paragraph 24.2 or 24.4) 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. **Provided**, that any earned compensatory time off shall be taken and scheduled by mutual Agreement of the employee and Employer.
- 24.4. All work performed on Saturdays shall be paid for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. All work performed on Sundays shall be paid for a two (2) times the employees regular hourly rate of pay.
- 24.5. Scheduled overtime shall 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 25 – INSURANCE**

### **25.1. 2015 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 effective January 1, 2015, through December 31, 2015, 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.

- 25.2 Regular, Full-Time Employees- any employee with an established and approved FTE (Full Time Equivalent) of .75 and above for each full month of employment is eligible for the following:

25.2.1. Medical Benefits, County Contribution: In 2015 the County will make

contributions as shown in the table below.

Group Health Classic and Value, County Contribution

Employee Only	\$ 495.10
Ee+Spouse	\$ 946.98
Ee+Child(ren)	\$ 819.24
Ee+Family	\$ 1,272.20

Premera Classic & Value Plans, County Contribution

Employee Only	\$ 514.52
Ee+Spouse	\$ 990.32
Ee+Child(ren)	\$ 855.18
Ee+Family	\$ 1,332.10

25.2.2. Waiver of Medical Coverage: Regular, full-time employees who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.

25.2.3. No Double Coverage: No County employee may have double coverage under County-sponsored medical plans (i.e., employees may not cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).

25.2.4. Dental Benefits, County Contribution: In 2015, the County will make contributions as indicated below.

25.2.4.1. All regular, full-time employees shall participate in a County-sponsored dental plan with the County's contribution being limited to 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive.

25.2.4.2. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington (formerly WDS) plan C – Option 2 (\$1,000 a year maximum benefit).

25.2.4.3. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction.

- 25.4. 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.
- 25.5. 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.
- 25.6. Optional Benefits: Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
- 25.7 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.

- 25.8 In 2015, the parties agree to reopen negotiations for the 2016 plan years.

**ARTICLE 26 – HOLIDAYS**

- 26.1. The following days shall 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 and the Day Following |
| Memorial Day           | Christmas Day                          |
| Independence Day       | Floating Holiday                       |

- 26.2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
- 26.3. The Floating Holiday is in effect and is available for use on January 1 of each year. It may be taken by an employee, including a probationary employee, at any time during the calendar year, with prior approval of the Public Works Director, or his/her designee. The Floating Holiday shall not accumulate from year to year. When the floating holiday is taken, it is to be used in full increments (i.e. 8 hours for 1 FTE, 4 hours for .50 FTE) and is not to be split over more than one day.
- 26.4. All work performed on holidays shall be paid for at two (2) times the regular rate of pay for each hour actually worked, plus the guaranteed holiday pay.
- 26.5. Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Public Works Director or his/her designee, in accordance with State Senate Bill 5173. Employees may take unpaid holidays for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, organization, or church. The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full work day increments and shall not accumulate from year to year. These unpaid holidays will not result in adjustments to seniority and will not impact accrual rates.
- 26.5. Employees who are on leave without pay, pursuant to ARTICLE 32., the day before or the day after a holiday, shall not receive compensation for the affected holiday.
- 26.6 Part-time employees accrue prorated holiday leave, based on the employee's established and approved FTE status.

## **ARTICLE 27 – ANNUAL LEAVE**

- 27.1. Employees shall earn annual leave with pay as follows:
- 27.1.1. Upon employment through five (5) years of employment – twelve (12) days per year accumulating at a rate of eight (8) hours for each month of employment.
- 27.1.2. Upon completion of five (5) years of employment through ten (10) years of employment – fifteen (15) days per year accumulating at a rate of ten (10) hours per for each full month of employment.
- 27.1.3. Upon completion of ten (10) years of employment through fifteen (15) years of employment – twenty (20) days per year accumulating at approximately 13.33 hours for each full month of employment.

- 27.1.4. Upon completion of fifteen (15) years of employment – twenty-five (25) days per year accumulating at 16.66 hours for each full month of employment.
- 27.2. Annual leave must be taken within each twelve (12) months, unless unavoidable conditions arise making it impossible. Such leave as not used shall accumulate except that such accumulation shall 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 his/her designee. Annual leave shall be taken at times mutually agreeable to the employee and the Public Works Director, or designee. In the event of conflicts between employees in requests for leave, the employee first requesting shall prevail. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Public Works Director, or designee, shall 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 annual leave and if, as a result of such, the employee has more than forty-five (45) days annual 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.
- 27.3. Upon separation of an employee by resignation, layoff, dismissal, or death, the employee or beneficiary thereof, shall be paid for unused annual leave at the rate being paid at the time of separation.
- 27.4. Upon retirement, the employee will receive payment for unused annual leave accumulated prior to January 1, 1986 or up to two hundred forty (240) hours whichever is greater, based upon the rate of pay at the time of retirement. However, if an employee has accrued annual leave in excess of two hundred forty (240) hours, the employee shall be continued on the payroll for the time equivalent to the amount of excess leave.
- 27.5. Upon resignation, an employee who fails to return all County issued keys, beeper and any equipment for which the employee signs, shall forfeit ten (10) days of accrued annual leave and be paid for the balance over ten (10) days; **provided**, if the employee reimburses the County the cost of the equipment lost, the employee shall be paid for all accrued annual leave hours upon resignation.
- 27.6. Unless specifically waived by the Public Works Director, or designee, not more than one (1) person in each craft, in each district shall be granted vacation at the same time during the period of May 1 to October 1.
- 27.7. Employees are eligible to accept and to donate annual leave pursuant to the County's Annual Leave Donation Program.

- 27.8. Employees may utilize accrued annual leave in half hour increments.
- 27.9 Part-time employees accrue prorated annual leave based on the employee's established and approved FTE status.

## **ARTICLE 28 – SICK LEAVE**

- 28.1. Employees hired prior to November 1, 1997 shall earn sick leave at the rate of twelve (12) hours for each full month of employment. (eighteen [18] days per year)
- 28.2. Employees hired on or after November 1, 1997 shall earn sick leave at the rate of ten (10) hours for each full month of employment. (fifteen [15] days per year)
- 28.3. No more than twelve hundred (1200) hours (one hundred fifty [150 days] sick leave may be carried from one calendar year to the next.
- 28.4. Except as hereinafter provided, to the extent accumulated, sick leave with pay shall be allowed an employee who is incapacitated due to sickness or injury, or when, due to exposure to contagious disease, the presence of the employee may jeopardize the health of others, or when necessary for medical examination or treatment of the employee. 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 shall not be relieved from duty for such purpose until 2:00 p.m. or later during his/her work day. Sick leave must be supported by a certificate from a registered practicing physician or bona fide practitioner, if requested by the Public Works Director. 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.
- 28.4.1. 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 shall 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.

- 28.6. Employees separated from employment for reasons other than retirement or death, shall receive no sick leave pay.
- 28.7 Employees may utilize their accrued sick leave and other accrued leave to care for the child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision as defined in Washington Administrative Code.
- 28.8 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 shall be as follows:
- 28.8.1. One-third (1/3) of sick leave accrued at the end of each calendar year, above the one hundred fifty (150) days currently allowed, shall be credited towards the emergency accrual.
- 28.8.2. All sick leave within the emergency account shall not be subject to lump sum payments for such purpose as retirement or death of employee.
- 28.8.3. 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 annual leave.
- 28.9. Employees may utilize accrued sick leave in half hour increments.
- 28.10. Employees shall be eligible for Family and Medical Leave pursuant to the policies and procedures adopted by Kitsap County, for the purpose of implementing federal and state statutory requirements.
- 28.11. Any or all of an employee's accrued sick leave and other accrued leave may be used to care for an employee's spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. **NOTE:** A Domestic Partner is covered under the Sick Leave provision of this Section. In order to qualify for this provision, an Employee's Domestic Partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Human Resources Department.
- 28.12. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to annual leave on a ten to one (10:1) ratio. (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 annual leave.) If an employee chooses to convert sick leave, the converted annual leave must be used within the calendar year.

Under no circumstances shall an employee receive cash payment for converted leave on the books. Employees must submit conversion requests to the employing department on or before January 31.

- 28.13. Part-time employees accrue prorated sick leave based on the employee's established and approved FTE status.

## **ARTICLE 29 – BEREAVEMENT LEAVE**

Bereavement leave with pay is allowed for an employee to attend and/or make arrangements for a funeral for a death in the employee's immediate family. Immediate family for purposes of this Section includes the following:

- Children (includes foster children & in-laws
- Parents (includes in-laws & steps
- Siblings (includes in-laws & steps)
- Grandchildren
- Grandparents
- Aunt, Uncle, Niece, Nephew
- Spouse's/RDP's Children
- Spouse's/RDP's Parents
- Spouse's/RDP's Siblings
- Spouse's R/DP's Grandchildren
- Spouse's/RDP's Grandparents
- Spouse's/RDP's Aunt, Uncle, Niece, Nephew
- Spouse/Domestic Partner

Note: Registered Domestic Partners (RDP) are covered under the Sick Leave Provisions of this Section. In order to qualify for this provision, an Employees domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Human Resources Department. No more than twenty-four (24) hours of bereavement leave is allowed per occurrence and is not cumulative. In the event the employee needs to travel out-of-state to attend a funeral, bereavement leave shall be allowed up to forty (40) hours. However, the 32<sup>nd</sup> through 40<sup>th</sup> hours of bereavement leave is charged to the employee's sick leave. An employee must obtain approval of the Employing Official or a designee prior to taking leave.

## **ARTICLE 30 – CIVIL LEAVE**

- 30.1. Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state, or municipal court when a subpoena compels such testimony. An employee must notify the immediate supervisor prior to taking civil leave and provide proof of compulsion.

## **ARTICLE 31 – MILITARY LEAVE**

- 31.1. 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 of the Armed Forces of the United States, shall be entitled to military leave with pay pursuant to the provisions of the state law.

- 31.2. 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 State Public Health Service may seek leave of absence as set forth within this Agreement and, upon return, shall be entitled to re-employment pursuant to the provisions of state and federal law.

#### **ARTICLE 32 – LEAVE OF ABSENCE WITHOUT PAY**

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

#### **ARTICLE 33 – ABSENCE WITHOUT AUTHORIZED LEAVE**

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

#### **ARTICLE 34 – FUTURE NEGOTIATIONS**

- 34.1. This Agreement shall be in full force and effect from the date of ratification or January 1, 2015, whichever is later, except as otherwise specifically identified within this Agreement through December 31, 2016. All contract amendments referenced herein shall be effective on the date of signing, except as may otherwise be specified in the Agreement.
- 34.2. 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 shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiations.

- 34.3. On or before June 1, 2016, the Union or the Employer shall submit notice of intent to negotiate modifications to this Agreement. Both the Union and the Employer pledge to bargain and negotiate in good faith.
- 34.4. In the event negotiations for a new Agreement have not been completed by December 31, 2016, the provisions contained in this Agreement will remain in effect to the extent provided by law.

### **ARTICLE 35 – COLLABORATIVE BARGAINING**

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

### **ARTICLE 36 – 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 shall be subject to the County's resolution relating to Workplace Violence.

### **ARTICLE 37 – COORDINATION OF TIME LOSS BENEFITS WITH SICK AND ANNUAL LEAVE**

- 37.1. During the period an employee is eligible to receive Workers' Compensation Time Loss benefits, an employee may use accrued sick leave or annual 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 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.
- 37.2. During the period an employee is eligible to receive Workers' Compensation Time Loss benefits, an employee may use accrued sick leave or annual 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 27.3. and ARTICLE 28.3. of the Agreement apply to employees receiving Time Loss benefits.

- 37.3. Employees are eligible to accrue annual 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 shall 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.

Robert Franssen 12/17/14  
 Operating Engineer, Local 302 Date

[Signature] 12/17/14  
 Teamsters, Local 589 Date

Bobby Joe Murray 12-18-14  
 IAM & AW, District 180, Local 282 Date

[Signature] 12/17/2014  
 Laborers, Local 252 Date

DATED this 7 day of Jan 2015



BOARD OF COUNTY COMMISSIONERS  
 KITSAP COUNTY, WASHINGTON

[Signature]  
 ROBERT GELDER, Chair

[Signature]  
 EDWARD E. WOLFE, Commissioner

[Signature]  
 CHARLOTTE GARRIDO, Commissioner

ATTEST:

Carolyn S. Gouley for  
 Dana Daniels, Clerk of the Board



## APPENDIX A

### HOURLY WAGE SCHEDULE SUMMARY—2015 (2016 TBD)

Bargaining Representative	Classification	2015 (2016 TBD)
Operating Engineers, Local 302	Assistant Supervisor Operator Apprentice Operator	See attached salary schedule in APPENDIX A-1
Teamsters, Local 589	Sign Shop Attendant Traffic Technician 1 * Traffic Technician 2 * Traffic Technician 3 * Traffic Signal Technician 1 Traffic Signal Technician 2 Traffic Signal Technician 3 Truck (Tandem) Truck (Tandem) Towing a Pup Truck (Single Axle)	See attached salary schedules in APPENDIX A-1
IAM & AW, District 160, Local 282	Assistant Store Keeper ** Store Keeper ** Mechanic Lead Mechanic Communications Technician	See attached salary schedules in APPENDIX A-1
Laborers, Local 252	Laborer 3 Laborer 2 Laborer 1  Laborer-Extra Help Year 1 Year 2 Year 3 Year 4	See attached salary schedules in APPENDIX A-1  2015 (2016 TBD) \$10.29 \$11.42 \$12.55 \$13.66

# APPENDIX A-1

*Rates Effective:* First full pay period in January of 2015 or upon ratification, whichever is later.

**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

<b>Grade Class:</b>	R00	<b>Hr/Day</b>	8.00
<b>Pay Grade:</b>	R01		
<u>Job Type</u>	<u>Description</u>	<u>01</u>	
T200RB	Laborer 1	\$30,617.60	\$14.72
<b>Pay Grade:</b>	R02		
<u>Job Type</u>	<u>Description</u>	<u>01</u>	
T201RB	Laborer 2	\$44,844.80	\$21.56
<b>Pay Grade:</b>	R03		
<u>Job Type</u>	<u>Description</u>	<u>01</u>	
T202RB	Laborer 3	\$49,836.80	\$23.96
<b>Pay Grade:</b>	R05		
<u>Job Type</u>	<u>Description</u>	<u>01</u>	
T260RB	Assist Storekeeper	\$56,160.00	\$27.00

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

Wednesday, December 03, 201

Job types and descriptions have been updated as of the date indicated in the footer.

Page 1 of 5

Note: Pay grades R27-R52 receive a \$1.50 pension contribution for every hour compensated. Please see contract for exclusions. Calculations for pay grade R27-R52 are as follows: (2014 hourly rate + 1.50 pension) x 2% increase = new hourly rate with pension. New hourly rate with pension - \$1.50 = 2015 new hourly rate on pay scales.

*Rates Effective:* First full pay period in January of 2015 or upon ratification, whichever is later.

**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

**Grade Class:** R00      **Hr/Day** 8.00

**Pay Grade:** R08

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T261RB	Storekeeper	\$59,176.00 \$28.45

**Pay Grade:** R09

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T290RB	Communications Technician	\$58,281.60
T240RB	Mechanic	\$28.02

**Pay Grade:** R10

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T241RB	Lead Mechanic	\$62,545.60 \$30.07

**Pay Grade:** R27

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T206RB	Apprentice Operator	\$53,872.00 \$25.90

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

Wednesday, December 03, 2011

Job types and descriptions have been updated as of the date indicated in the footer.

Page 2 of 5

Note: Pay grades R27-R52 receive a \$1.50 pension contribution for every hour compensated. Please see contract for exclusions.  
 Calculations for pay grade R27-R52 are as follows: (2014 hourly rate + 1.50 pension) x 2% increase = new hourly rate with pension.  
 New hourly rate with pension - \$1.50 = 2015 new hourly rate on pay scales.

*Rates Effective:* First full pay period in January of 2015 or upon ratification, whichever is later.

**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

**Grade Class:** R00      **Hr/Day** 8.00

**Pay Grade:** R29

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T207RB	Operator	\$55,161.60 \$26.52

**Pay Grade:** R30

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T208RB	Assist Supervisor	\$59,425.60 \$28.57

**Pay Grade:** R42

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T191RB	Traffic Tech 1	\$47,195.20 \$22.69

**Pay Grade:** R43

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T192RB	Traffic Tech 2	\$53,185.60 \$25.57

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

Wednesday, December 03, 201

Job types and descriptions have been updated as of the date indicated in the footer.

Page 3 of 5

Note: Pay grades R27-R52 receive a \$1.50 pension contribution for every hour compensated. Please see contract for exclusions.  
 Calculations for pay grade R27-R52 are as follows: (2014 hourly rate + 1.50 pension) x 2% increase = new hourly rate with pension.  
 New hourly rate with pension - \$1.50 = 2015 new hourly rate on pay scales.

*Rates Effective:* First full pay period in January of 2015 or upon ratification, whichever is later.

**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

**Grade Class:** R00      **Hr/Day** 8.00

**Pay Grade:** R44

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T180RB	Sign Shop Attendant	\$49,587.20 \$23.84

**Pay Grade:** R45

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T203RB	Truck Driver (Single Axle)	\$52,062.40 \$25.03

**Pay Grade:** R46

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T204RB	Truck Driver (Tandem)	\$53,185.60 \$25.57

**Pay Grade:** R48

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T205RB	Truck Driver (Tandem-Puptow)	\$54,246.40 \$26.08

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

Wednesday, December 03, 201

Job types and descriptions have been updated as of the date indicated in the footer.

Page 4 of 5

Note: Pay grades R27-R52 receive a \$1.50 pension contribution for every hour compensated. Please see contract for exclusions.  
 Calculations for pay grade R27-R52 are as follows: (2014 hourly rate + 1.50 pension) x 2% increase = new hourly rate with pension.  
 New hourly rate with pension - \$1.50 = 2015 new hourly rate on pay scales.

*Rates Effective:* First full pay period in January of 2015 or upon ratification, whichever is later.

**Kitsap County**  
**Council - Public Works Roads (Non-exempt)**  
**Salary Schedule (Annual/Hourly)**

**Grade Class:** R00      **Hr/Day** 8.00

**Pay Grade:** R49

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T194RB	Traffic Tech 3	\$55,099.20 \$26.49

**Pay Grade:** R50

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T310RB	Traffic Signal Tech 1	\$56,409.60 \$27.12

**Pay Grade:** R51

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T311RB	Traffic Signal Tech 2	\$59,217.60 \$28.47

**Pay Grade:** R52

<u>Job Type</u>	<u>Description</u>	<u>01</u>
T312RB	Traffic Signal Tech 3	\$62,171.20 \$29.89

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

Wednesday, December 03, 201

Job types and descriptions have been updated as of the date indicated in the footer.

Page 5 of 5

Note: Pay grades R27-R52 receive a \$1.50 pension contribution for every hour compensated. Please see contract for exclusions.  
 Calculations for pay grade R27-R52 are as follows: (2014 hourly rate + 1.50 pension) x 2% increase = new hourly rate with pension.  
 New hourly rate with pension - \$1.50 = 2015 new hourly rate on pay scales.

## **DESCRIPTION OF WAGE PROGRESSION ON LABORER CLASSIFICATION**

Employees hired into a regular laborer position shall be hired to a position commensurate with their training and work experience and meeting the job class specification for that position. Laborer 1 shall be advanced to a Laborer 2 after six (6) months as a Laborer 1, **provided**, the employee performs satisfactorily and meets the job class specification for the Laborer 2 position. Laborer 2 shall be advanced to a Laborer 3 after six (6) months as a Laborer 2, **provided**, the employee performs satisfactorily and meets the job class specification for the Laborer 3 position.

## **DESCRIPTION OF WAGE PROGRESSION ON TRAFFIC TECHNICIAN CLASSIFICATION**

Employees hired into a regular Traffic Technician position shall be hired to a position commensurate with their training and work experience and meeting the job class specification for that position. Traffic Technician 1 shall be advanced to a Traffic Technician 2 after two (2) years as a Traffic Technician 1, **provided**, the employee performs satisfactorily and meets the job class specification for the Traffic Technician 2 position. Traffic Technician 2 shall be advanced to a Traffic Technician 3 after three (3) years as a Traffic Technician 2, **provided**, the employee performs satisfactorily and meets the job class specification for the Traffic Technician 3 position.

## **DESCRIPTION OF WAGE PROGRESSION ON SINGLE AXLE TRUCK DRIVE JOB CLASSIFICATION**

All employees employed as a regular Single Axle Truck Driver position shall be advanced to, and receive the wages of a Tandem Truck Driver following one (1) year within the classification of Single Axle Truck Driver, **provided**, the employee passes his/her probationary period and is certified by the supervisor to effectively operate the tandem truck. All employees in the Single Axle Truck Driver position shall be granted service credit for time already served in class effective the first full pay period beginning on or after January 1, 2004.

## **DESCRIPTION OF WAGE PROGRESSION ON APPRENTICE OPERATOR JOB CLASSIFICATION**

All employees employed as a regular Apprentice Operator position shall be advanced to and receive the wages of an Operator following one (1) year within the classification of Apprentice Operator, **provided**, the employee passes his/her probationary period and is certified by the supervisor to effectively operate a minimum four (4) pieces of (OP) equipment for the Operator class listed in APPENDIX D. All employees in the Apprentice Operator job classification shall be granted service credit for time already served in class effective the first full pay period beginning on or after January 1, 2004.

## **DESCRIPTION OF WAGE PROGRESSION ON TRAFFIC SIGNAL TECHNICIAN JOB CLASSIFICATION**

All employees hired into the job classification of Traffic Sign Technician shall be paid at the Traffic Signal Technician 1 job rate. After two (2) years of satisfactory service, the employee shall be paid at the Traffic Signal Technician 2 wage rate. However, employees shall serve a probationary period as set forth in this Collective Bargaining Agreement. Following another two (2) years of successful service, the employee shall be paid at the Traffic Signal Technician 3 wage rate, **provided**, the employee must obtain the certifications required by the County as set forth in the Traffic Signal Technician job description.

**OPERATING ENGINEERS, LOCAL 302 BARGAINING UNIT CLASSIFICATIONS**

Assistant Supervisor  
Operator  
Apprentice Operator

The Operator and Apprentice Operator classifications operate the following pieces of equipment:

Backhoe	Ladder/Lift Truck (Person in Bucket)
Belt Loaders	Loaders/Skid Steer (all)
Brush Cutter	Mobile Sweeper
Chip Spreaders	Mower
Compactor Rubber Tired	Oiler Distributor
Dozers	Pavers
Excavator	Power Broom
Graders	Pull Pavers
Grinder	Rollers
Guardrail Machine	Salt Brine Applicator
Hydroseeder – Operator	Screed

**TEAMSTERS, LOCAL 589 BARGAINING UNIT CLASSIFICATIONS**

Sign Shop Attendant  
Traffic Signal Technician 1  
Traffic Signal Technician 2  
Traffic Signal Technician 3  
Traffic Technician 1  
Traffic Technician 2  
Traffic Technician 3  
Truck (Tandem) Towing a Pup  
Truck (Single Axle)

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

Assistant Store Keeper  
Mechanic  
Lead Mechanic  
Communications Technician  
Storekeeper

**LABORERS UNION, LOCAL 252 BARGAINING UNIT CLASSIFICATIONS**

Laborer 3  
Laborer 2  
Laborer 1  
Laborer–Extra Help

## APPENDIX C

### EQUIPMENT CERTIFICATION

	Training Hours Needed to Certify	Rate of Pay
Backhoe	40	OP
Belt Loader	40	OP
Brush Cutters	80	OP
Chip Spreaders	40	AO
Chippers	0	LAB
Compactor Rubber Tired	40	AO
Dozers	80	OP
End Dump, Low-Boy, Tanker Pup	80	TTP
Excavator	80	OP
Flat Bed Trucks	0	ST
Graders	120	OP
Grinder	80	OP
Guardrail Machine	40	OP
Hydroseeder – Driver	40	TT
Hydroseeder – Operator	40	AO
Ladder/Lift Truck (Person in Bucket)	80	AO
Ladder/Lift Truck (Single Axle	40	ST
Ladder/Lift Truck (Tandem Axle)	80	TT
Loaders/Skid Steer	40	OP
Mobile Sweeper	40	AO
Mowers	40	AO
Oil Distribution Truck (One Person)	40	OP
Paint Striper	120	OP
Patch Trucks	40	ST
Pavers	40	OP
Pull Brooms	0	LAB
Pull Pavers	40	AO
Rollers (Breakdown & Finish)	40	OP
Rollers (Compactor)	40	AO
Salt Brine Applicator	80	AO
Screed – Power Paver	80	OP
Semi-Tractor Truck	80	TTP
Single Axle Dump Trucks	40	ST
Spray Trucks (Single Axle)	40	ST
Spray Trucks (Sprayer)	State Certified	OP
Tandem Axle Trucks	80	TT
Tandem Axle Trucks w/Salt Brine Tanks	40 (additional to required TT)	AO
Power Broom	40	AO

\*TT3 = Traffic Technician 3

**SINGLE AXLE TRUCKS (20,000 GVWR OR GREATER)**  
**THAT REQUIRE CDL-B**

<b>EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>GVWR</b>
304	**Converted Sander/Snowplow	
305	**Converted Sander/Snowplow	
317	**Converted Sander/Snowplow	
319	**Converted Sander/Snowplow	
320	**Converted Sander/Snowplow	
325	**Converted Sander/Snowplow	36,000
326	**Converted Sander/Snowplow	36,000
327	**Converted Sander/Snowplow	36,000
4400	IH 7600 4x2 Oil Distributor	41,000
5402	IH 7600 4x2 Oil Distributor	41,000
361	C700 Ford Flatbed	28,000
366	Ford w/Manlift	24,500
367	4700 IHC w/Manlift	31,000
368	4900 IHC w/Manlift	31,000

**ATTACHMENT A**

<b>2015 Kitsap County Monthly Contributions for PW Council Employees</b>				
<b>Medical / Vision</b>	<b>2015</b>	<b>1.00 FTE</b>		
	<b>Monthly Premium</b>	<b>County Monthly Contribution</b>	<b>Employee Monthly Contribution</b>	<b>Biweekly Pay Period Deduction</b>
<b>Premera Classic Plan (#1037245)</b>				
Employee only	585.74	514.52	71.22	35.61
Employee + spouse	1,200.68	990.32	210.36	105.18
Employee + child(ren)	1,025.00	855.18	169.82	84.91
Employee + family	1,639.96	1,332.10	307.86	153.93
<b>Premera Value Plan (#1037245)</b>				
Employee only	537.58	514.52	23.06	11.53
Employee + spouse	1,101.96	990.32	111.64	55.82
Employee + child(ren)	940.72	855.18	85.54	42.77
Employee + family	1,505.14	1,332.10	173.04	86.52
<b>Group Health Classic Plan (#12431)</b>				
Employee only	529.86	495.10	34.76	17.38
Employee + spouse	1,086.18	946.98	139.20	69.60
Employee + child(ren)	927.18	819.24	107.94	53.97
Employee + family	1,483.52	1,272.20	211.32	105.66
<b>Group Health Value Plan (#12759)</b>				
Employee only	495.62	495.10	0.52	0.26
Employee + spouse	1,016.02	946.98	69.04	34.52
Employee + child(ren)	867.28	819.24	48.04	24.02
Employee + family	1,387.68	1,272.20	115.48	57.74
<b>Dental &amp; Life</b>				
<b>Delta Dental Plan C/Option 2 (0497-4033) \$1,000 annual max, \$2,000 lifetime ortho max</b>				
Employee only	52.80	52.80	0.00	0.00
Emp + 1 Dependent	94.09	52.80	41.29	20.65
Emp + 2+ Dependents	169.79	52.80	116.99	58.50
<b>Delta Dental Plan D/Option 4 (0497-4032) \$2,000 annual max, \$2,000 lifetime ortho max</b>				
Employee only	55.87	52.80	3.07	1.54
Emp + 1 Dependent	98.98	52.80	46.18	23.09
Emp + 2+ Dependents	178.48	52.80	125.68	62.84
<b>Delta Care (Delta Dental Managed Care Plan)</b>				
Employee only	29.57	29.57	0.00	0.00
Emp + 1 Dependent	60.31	29.57	30.74	15.37
Emp + 2+ Dependents	125.41	29.57	95.84	47.92
<b>Willamette Dental - \$10 office visit copay</b>				
Employee only	50.15	50.15	0.00	0.00
Emp + 1 Dependent	83.45	50.15	33.30	16.65
Emp + 2+ Dependents	133.56	50.15	83.41	41.71
<b>Standard Basic Life (Employee @ \$24K, Dependents @ \$1K)</b>				
Emp + Dependents	4.00	4.00	0.00	0.00

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**OPERATING ENGINEERS, LOCAL 302; TEAMSTERS, LOCAL 589;**  
**IAM & AW, DISTRICT 160, LOCAL 282; AND**  
**LABORERS UNION, LOCAL 252**  
**(THE "COUNCIL" EMPLOYEES' UNIONS OF PUBLIC WORKS ROADS)**

**KC-004-15-A**

The parties, Kitsap County (County) and Council (the "Union"), having bargained in good faith, mutually agree to the following health and welfare benefits provisions and to continue with the contributions set forth below until such time that the parties adopt a successor agreement and replace this Memorandum of Understanding (MOU).

**ARTICLE 25 – INSURANCE**

**25.1. 2016 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.

**25.2 Medical Insurance Contributions:** For coverage effective January 2016 through December 2016, the County will make medical contributions as follows:

**25.2.1. Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, the County's contributions represent a weighted average of eighty-six percent (86%) of the total medical benefit contributions for all employees covered by the "Most County Plans" regardless of bargaining unit. If medical benefit rates change, the County's share of the change to the weighted average will be eighty-six percent (86%) and the employee's share of the change to the weighted average will be fourteen percent (14%), with the understanding that rates are established annually. Actual percentage changes may vary based on plan and tier choices, with recommendations for changes made from the joint labor-management medical benefit committee meetings.

**25.2.2. 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 in 5% increments based

upon the percentage of full-time FTE status for the year as established and approved by the Employing Official and the Kitsap County Budget Office.

**25.3. Waiver of Medical Coverage:**

25.3.1. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.

25.3.2. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year, at 5% increments starting at .70 FTE (example: an employee whose established and approved FTE in 2016 is .70, will receive 70% of a full-time employee's waiver incentive payment (\$100.00), which equals \$70.00). 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.

25.4 **No Double Coverage:** No County employee may have double coverage under County-sponsored medical plans (i.e., employees may not cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).

25.5 **Dental Benefits, County Contribution:** In 2016, the County will make contributions as indicated below.

25.5.1. County Contribution:

25.5.1.1. **Regular, full-time employees** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive.

25.5.1.2. **Regular, part-time employees:** for employees with an established and approved FTE less than .75 for the calendar year, the County's contribution will be pro-rated according to the employee's established and approved full-time equivalent (FTE) status in the calendar year (rounding down the Employer premium contribution at intervals of 5%) from .70 FTE to .50 FTE. The

County's contribution will be calculated based on these pro-ration percentages for "employee only" coverage.

- 25.5.2. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
- 25.5.3. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit).
- 25.5.4. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction.
- 25.6. **Life Insurance:** For 2016, 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.
- 25.7. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
- 25.8. **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.
- 25.9. **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.

Duration. The terms and conditions of this MOU are applicable to 2016 Health and Welfare benefits shall terminate on December 31, 2016, or upon adoption of a successor agreement, whichever comes first. This MOU shall be excluded from the provisions of RCW 41.56.123(1). Thereafter, absent mutual agreement, the employer's contributions for Health and Welfare benefits in 2015 shall be the status quo for 2017 benefits.

THE "COUNCIL" EMPLOYEES'  
UNIONS OF PUBLIC WORKS ROADS

Robert Fransson 11/25/15  
Operating Engineer, Local 302 Date

Octo 11/25/15  
Teamsters, Local 589 Date

Bobby Joe Murray 11-25-15  
IAM & AW, District 160, Local 282 Date

Robt E. Rose 11/25/2015  
Laborers, Local 252 Date

DATED this 2<sup>nd</sup> day of December, 2015



BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

Robert Gelder  
ROBERT GELDER, Chair

E. Wolfe  
EDWARDE. WOLFE, Commissioner

Charlotte Garrido  
CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels  
Dana Daniels, Clerk of the Board

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**OPERATING ENGINEERS, LOCAL 302; TEAMSTERS, LOCAL 589;**  
**IAM & AW, DISTRICT 160, LOCAL 282; AND**  
**LABORERS UNION, LOCAL 252**  
**(THE "COUNCIL" EMPLOYEES' UNIONS OF PUBLIC WORKS ROADS)**

**KC-004-15-B**

The parties, Kitsap County (County) and Council (the "Union"), having bargained in good faith, mutually agree to the following changes to their Collective Bargaining Agreement KC-004-15:

**ARTICLE 3 – UNION/EMPLOYER RELATIONS**

- 3.1. All collective bargaining regarding wages, hours and working conditions of employment shall 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 shall become effective only when signed by both the County and the COUNCIL.
- 3.1.1 Ratio of Operating Engineers represented versus Teamsters represented positions in the classification of Maintenance and Operator Specialist and Maintenance and Operator Coordinator shall remain as follows:
- 3.1.1.1. The parties agree that there shall be 1 actual Operating Engineer position for each 1 actual Teamster position, plus or minus 3 in either Craft not counting the Sign Shop; and
- 3.1.1.2. The parties agree that there shall be 1 actual Laborer position for each one-and-a-half Teamsters positions, plus or minus 3 in either Craft not counting the Sign Shop or Summer Extra Help.
- 3.1.2 Following execution of this Agreement, when vacancies occur in the Maintenance and Operations Specialist positions represented by the Operating Engineers, the Employer agrees to reclassify the first three (3) Maintenance and Operations Specialist vacancies to Maintenance and Operations Coordinator (Coordinator) positions, for a total of six (6), under the following conditions:
- 3.1.2.1. The additional Coordinator positions will be members of the Operating Engineers Union.

- 3.1.2.2. The positions will be filled under a competitive recruitment process.
- 3.2. Supervisors will not do Bargaining Unit work except in cases of emergency.
- 3.3. 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**:
- 3.3.1. 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.
- 3.3.2. The Employer is able to properly staff the employee's job duties during the time-off period.
- 3.3.3. Employees in the Bargaining Unit shall 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 19 – WAGES AND STEP PROGRESSION**

- 19.1. 2015 Classification and Compensation Study: Effective the first full pay period occurring on or after January 1, 2016, the Compensation Study will be implemented as follows:

The Human Resource Department will assign the appropriate classification to each position in the county based on the job descriptions submitted by the Employing Official. The County Commissioners will have final approval to adopt the proposed classification and compensation changes.

Employees and/or Employing Officials who believe a position is not properly classified may request review from the Director of Human Resources.

Each employee will be placed into the pay grade for the new classification for their job title at the salary closest, but not less than, the employee's current salary.

If the employee's current pay rate is below the pay grade, the employee will be placed at the first step of the new pay grade.

- 19.2. Effective the first full pay period occurring on or after January 1, 2016, the first step in each salary range shall be increased by two percent (2.0%). Each wage

step thereafter shall be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step.

[Section 19.3 is omitted. Next Section is 19.4.]

19.4. Salary Steps and Progression:

- 19.4.1. Employees placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or hire 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 hire date in current position. Step increases will be received annually until the top step is reached; **provided**, an employee must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase as follows:

On a scale of 1.0 - 5.0:

<u>Step</u>	<u>Required Score</u>
2 - 8	3.0
9 - 11	3.5
12 - 14	4.0

- 19.4.2. 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.
- 19.4.3. Employees are encouraged to be active participants in the evaluation process. The employee may include comments in response to their evaluation and the comments shall become a permanent part of the employee's personnel file.
- 19.4.4. At the discretion of the Employing Official, if an employee does not meet the score requirement 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 required score has been reached. If the employee receives an evaluation score that meets the score requirements at a later date, the employee shall be granted the step increase effective on that date and their evaluation date shall be adjusted to the new date.
- 19.4.5. Length of employment required for step advancement shall be compensable hours only.

- 19.4.6. Step progression for Maintenance & Operations Workers in Road Shops:  
A Road Shop employee hired under this classification must obtain a Class A CDL from the State of Washington within twelve (12) months of hire. Failure to obtain the certification may, at the Employer's option, result in termination of employment. Once the certification is obtained, the employee will automatically progress to the M & O Technician classification.
- 19.4.7. Step progression for M & O Technicians and Specialists in the Traffic Maintenance Shop:
- 19.4.7.1. *(Formerly Traffic Tech 1)* Traffic Maintenance Shop employees hired under the M & O Technician classification shall obtain a Class B CDL and IMSA Sign and Markings Level 1 certification within two (2) years from the date in position; **provided**, failure to obtain these certifications within the allotted timeframe will result in termination of employment.
- 19.4.7.2 Traffic Maintenance Shop employees within the M & O Technician classification must obtain an IMSA Sign and Markings Level 2 certification within three (3) years from the date in position; **provided**, failure to obtain this certification will prevent the employee from progressing beyond the step obtainable within three (3) years from the date in position.
- 19.4.7.3. *(Formerly Traffic Tech 2)* Traffic Maintenance Shop employees within the M & O Technician classification will automatically progress to the M & O Specialist classification; **provided**; the employee must have obtained IMSA Sign and Markings Level 1 and 2 certifications and a Class B CDL prior to advancement.
- 19.4.7.4. *(Formerly Traffic Tech 3)* Traffic Maintenance Shop employees within the M & O Specialist classification shall not progress beyond Step 8 until they have obtained IMSA Sign and Markings Level 3 certification.
- 19.4.8. Step progression for M & O Specialists in Traffic Signal Shops:
- 19.4.8.1. Employees shall not progress beyond Step 10 until the employee has obtained IMSA Traffic Signal Level 1 certification. Employees shall not progress beyond Step 12 until the employee has obtained IMSA Traffic Signal Level 2 certification prior to advancement.
- 19.4.9. Pay Rate Upon Promotion. When an employee is promoted from one classification to another within their department of current employment,

the employee's actual salary for the position into which the employee is promoted shall be greater than the employee's salary at the formerly held position and/or greater than the salary the employee would have been entitled to had the employee retained the formerly held position for ninety (90) additional days. An increase in pay, which exceeds approximately ten (10) percent, shall require the written approval of the County Administrator; **provided**, such approval is not required when placement is at step one of the pay range of the new position.

## **ARTICLE 25 – INSURANCE**

### **25.1. 2016 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.

### **25.2 Medical Insurance Contributions:** For coverage effective January 2016 through December 2016, the County will make medical contributions as follows:

**25.2.1. Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, the County's contributions represent a weighted average of eighty-six percent (86%) of the total medical benefit contributions for all employees covered by the "Most County Plans" regardless of bargaining unit. If medical benefit rates change, the County's share of the change to the weighted average will be eighty-six percent (86%) and the employee's share of the change to the weighted average will be fourteen percent (14%), with the understanding that rates are established annually. Actual percentage changes may vary based on plan and tier choices, with recommendations for changes made from the joint labor-management medical benefit committee meetings.

**25.2.2. 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 in 5% increments based upon the percentage of full-time FTE status for the year as established and approved by the Employing Official and the Kitsap County Budget Office.

### **25.3. Waiver of Medical Coverage:**

**25.3.1. Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical

plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.

25.3.2. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year, at 5% increments starting at .70 FTE (example: an employee whose established and approved FTE in 2016 is .70, will receive 70% of a full-time employee's waiver incentive payment (\$100.00), which equals \$70.00). 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.

25.4 **No Double Coverage:** No County employee may have double coverage under County-sponsored medical plans (i.e., employees may not cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).

25.5 **Dental Benefits, County Contribution:** In 2016, the County will make contributions as indicated below.

25.5.1. County Contribution:

25.5.1.1. **Regular, full-time employees** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. 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.

25.5.1.2. **Regular, part-time employees:** for employees with an established and approved FTE less than .75 for the calendar year, the County's contribution will be pro-rated according to the employee's established and approved full-time equivalent (FTE) status in the calendar year (rounding down the Employer premium contribution at intervals of 5%) from .70 FTE to .50 FTE. The County's contribution will be calculated based on these pro-ration percentages for "employee only" coverage. The monthly County contribution of 50% of the dependent rate or \$25.00 toward dependent contribution will be applied to the balance of the "employee-only" rate, with any remainder being applied to the dependent dental coverage if selected.

- 25.5.2. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
- 25.5.3. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit).
- 25.5.4. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction.
- 25.6. **Life Insurance:** For 2016, 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.
- 25.7. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
- 25.8. **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.
- 25.9. **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.

**APPENDIX A – Laborer-Extra Help 2016 Wage Rates**

Year 1	\$10.66
Year 2	\$11.77
Year 3	\$12.99
Year 4	\$14.81

Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This Contract Amendment shall be effective upon execution by the parties.

Robert Fransson 3/17/16  
OPERATING ENGINEERS, LOCAL 302 Date

Mark Johnson 3/25/16  
TEAMSTERS, LOCAL 589 Date

Pat G. Rose 3/25/2016  
LABORERS, LOCAL 252 Date

Bobby Joe Murray 3-25-16  
IAM & AW, DISTRICT 160, LOCAL 282 Date

DATED this 28 day of March 2016

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON



Edward 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

**CONTRACT AMENDMENT**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**OPERATING ENGINEERS, LOCAL 302; TEAMSTERS, LOCAL 589;**  
**IAM & AW, DISTRICT 160, LOCAL 282; AND**  
**LABORERS UNION, LOCAL 252**  
**(THE "COUNCIL" EMPLOYEES' UNIONS OF PUBLIC WORKS ROADS)**

**KC-004-15-C**

**RE: 2016 Wages and Insurance**

The parties, Kitsap County (County) and Council (Union), having bargained in good faith over the implementation of the 2015 classification and compensation study, adopted by Resolution No. 216-2015, mutually agree to the changes in their Collective Bargaining Agreement, KC-004-15, as follows:

1. The parties agree that, effective with the new salary structure and step progression detailed in KC-004-15-B, those employees in the Maintenance and Operations Specialist classification who are members of the Operating Engineers (hereinafter "Employees"), Local 302 shall receive a sixty cent (\$0.60) per hour increase in their base wage rate, subject to the following conditions:
  - a) Employees must be members of Local 302 as of the date of the ratification of the KC-004-15-B agreement; and
  - b) Employees must have been on Step 14 of the wage matrix for at least twelve (12) months; and
  - c) Employees must have received a satisfactory performance evaluation as set forth in Article 19 of the collective bargaining agreement.
2. Except as expressly provided in this Amendment, all other terms and conditions, of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
3. Except as expressly provided herein, this Amendment shall be effective upon execution by the parties.

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Robert Franssen 3/17/16  
OPERATING ENGINEERS, LOCAL 302 Date

Mike Smith 3/25/16  
TEAMSTERS, LOCAL 589 Date

Robert Law 3/25/16  
LABORERS, LOCAL 252 Date

Bobby Joe Murray 3-25-16  
IAM & AW DISTRICT 150, LOCAL 282 Date

DATED this 28 day of March 2016

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON



Edward E. Wolfe  
EDWARD E. WOLFE, Chair

Charlotte Garrido  
CHARLOTTE GARRIDO, Commissioner

Robert Gelder  
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels  
for Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**OPERATING ENGINEERS, LOCAL 302; TEAMSTERS, LOCAL 589;**  
**IAM & AW, DISTRICT 160, LOCAL 282; AND**  
**LABORERS UNION, LOCAL 252**  
**(THE "COUNCIL" EMPLOYEES' UNIONS OF PUBLIC WORKS ROADS)**

**KC-004-15-D**

**RE: Placement of Laborers in 2016 Pay Scale**

The parties, Kitsap County (County) and the Council (Union), having bargained in good faith over the application of the terms and conditions of the current Collective Bargaining Agreement, KC-004-15, mutually agree as follows:

1. In recognition of commitments made to certain individual members of the Laborers Union, Local 252, hired under the terms of the salary schedule in effect at the time of hire, effective January 11, 2016, the parties agree to move the following employees into the new salary structure agreed to in Amendment KC-004-15-B, as set forth below:
  - a) Michael Holland (hired 1/11/2016) will be placed in the 2016 salary schedule at Step 1 of the A2 pay scale at an hourly rate of \$16.48/hr. Upon completion of six (6) months of service and subject to the requirement that he secure a Class A CDL within that time period, Mr. Holland shall be moved to Step 5 of the B1 pay scale at a rate of \$21.91/hr. Effective January 11, 2017, Mr. Holland shall be moved to Step 9 of the B1 pay scale.
  - b) Russel Hunsaker (hired 7/27/15) will be placed in the 2016 salary schedule at Step 6 of the B1 pay scale at a rate of \$22.46/hr. Effective January 27, 2016, Mr. Hunsaker shall be moved to Step 9 of the B1 pay scale.
  - c) Adam Gardner (hired 9/8/15) will be placed in the 2016 salary schedule at Step 6 of the B1 pay scale at a rate of \$22.46/hr. Effective March 8, 2016, Mr. Gardner shall be moved to Step 9 of the B1 pay scale.
  - d) Joe Beckman (hired 9/21/15) will be placed in the 2016 salary schedule at Step 6 of the B1 pay scale at a rate of \$22.46/hr. Effective March 21, 2016, Mr. Beckman shall be moved to Step 9 of the B1 pay scale.



DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

OPERATING ENGINEERS, LOCAL 302

Robert Fransson 3/17/16

TEAMSTERS, LOCAL 589

Mark Johnson 3/25/16

IAM & AW, DISTRICT 160, LOCAL 282

Bobby Joe Murray 3-25-16

LABORERS, LOCAL 252

[Signature] 3/25/2016

DATED this 28 day of March 2016.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON



[Signature]  
EDWARD E. WOLFE, Chair

[Signature]  
CHARLOTTE GARRIDO, Commissioner

[Signature]  
ROBERT GELDER, Commissioner

ATTEST:

[Signature]  
Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**OPERATING ENGINEERS, LOCAL 302; TEAMSTERS, LOCAL 589;**  
**IAM & AW, DISTRICT 160, LOCAL 282; AND**  
**LABORERS UNION, LOCAL 252**  
**(THE "COUNCIL" EMPLOYEES' UNIONS OF PUBLIC WORKS ROADS)**

**KC-004-15-E**

**RE: Step progression for M&O Workers in Road Shops**

The parties, Kitsap County (County) and Council (Union), having bargained in good faith, mutually agree that the following serves to clarify the application of their Collective Bargaining Agreement, KC-004-15 (hereinafter CBA) and Amendment KC-004-15-B.

1. The following clarification is agreed on the step progression for Maintenance & Operations Works in Road Shops:

**KC-004-15-B**

**ARTICLE 19 – WAGES AND STEP PROGRESSION**

19.4. Salary Steps and Progression:

[Subsections 19.4.1-19.4.5 and 19.4.7-19.4.9 are omitted]

19.4.6. Step progression for Maintenance & Operations Workers in Road Shops: A Road Shop employee hired under this classification must obtain the following certifications within twelve (12) months of hire or transfer:

- 1) Obtain a Class A Commercial Drivers License, including:
  - Must provide a copy of employment driving record abstract to verify eligibility to drive for Kitsap County;
  - Must pass a breath alcohol test and urine drug screen;
  - Must provide a CDL Medical Certification Card; and
  - All CDL Drivers must follow all federal and state regulation regarding CDL Drivers including but not limited to: The U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), Controlled Substance and Alcohol Use Testing Regulations, The State of Washington Uniform Commercial Driver's License Act and Kitsap County Drug and Alcohol Policy and Procedures.

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

Employees may be granted an additional six (6) months to obtain all of the above certifications with management approval. Once the employee obtains all of the required certifications, they shall be moved to the Maintenance and Operations Technician Pay Scale at the step which is closest to but not below their rate of pay as an M & O Worker; provided that the employee meets the required performance evaluation standards prior to the transition.

Failure to obtain the required certifications within a maximum of eighteen (18) months from date of hire or transfer may, at the Employer's option, result in termination of employment.

2. The following correction is agreed on the 2016 wage rates for Laborer Extra Help employees:

**APPENDIX A – Laborer-Extra Help 2016 Wage Rates**

Year 1	<del>\$10.66</del> <u>10.93</u>
Year 2	<del>\$11.77</del> <u>12.06</u>
Year 3	<del>\$12.99</del> <u>13.31</u>
Year 4	<del>\$14.84</del> <u>15.18</u>

3. Except as expressly provided in this MOU, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

4. Except as expressly provided herein, this MOU shall be effective upon execution by the parties.

  
LABORERS, LOCAL 252

5/9/2016  
Date

DATED this 9 day of May 2016.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON



EDWARD E. WOLFE, Chair



CHARLOTTE GARRIDO, Commissioner



ROBERT GELDER, Commissioner

ATTEST:



for Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**OPERATING ENGINEERS, LOCAL 302; TEAMSTERS, LOCAL 589;**  
**IAM & AW, DISTRICT 160, LOCAL 282; AND**  
**LABORERS UNION, LOCAL 252**  
**(THE "COUNCIL" EMPLOYEES' UNIONS OF PUBLIC WORKS ROADS)**

**KC-004-15-F**

**RE: Corrected placement of Laborers in 2016 Pay Scale**

The parties, Kitsap County (County) and the Council (Union), in recognition of the original intent in the parties' Memorandum of Understanding (MOU) KC-004-15-D, mutually agree to the following corrections to the terms and conditions of MOU KC-004-15-D.

I. The parties' MOU KC-004-15-D is corrected by underline, indicating new matter, and ~~strike through~~, indicating deleted matter:

1. In recognition of commitments made to certain individual members of the Laborers Union, Local 252, hired under the terms of the salary schedule in effect at the time of hire, effective January 11, 2016, the parties agree to move the following employees into the new salary structure agreed to in Amendment KC-004-15-B, as set forth below:
  - a) Michael Holland (hired 1/11/2016) will be placed in the 2016 salary schedule at Step 1 of the A2 pay scale at an hourly rate of \$16.48/hr. Upon completion of six (6) months of service and subject to the requirement that he secure a Class A CDL within that time period, Mr. Holland shall be moved to Step 5 of the B1 pay scale at a rate of \$21.91/hr. Effective January 11, 2017, Mr. Holland shall be moved to Step 109 of the B1 pay scale.
  - b) Russel Hunsaker (hired 7/27/15) will be placed in the 2016 salary schedule at Step 6 of the B1 pay scale at a rate of \$22.46/hr. Effective January 27, 2016, Mr. Hunsaker shall be moved to Step 109 of the B1 pay scale.
  - c) Adam Gardner (hired 9/8/15) will be placed in the 2016 salary schedule at Step 6 of the B1 pay scale at a rate of \$22.46/hr. Effective March 8, 2016, Mr. Gardner shall be moved to Step 109 of the B1 pay scale.



LABORERS, LOCAL 252

*[Handwritten Signature]*

Date

DATED this 3<sup>rd</sup> day of JUNE 2016.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

*[Handwritten Signature: Edward E. Wolfe]*

6-13-16

EDWARD E. WOLFE, Chair

*[Handwritten Signature: Charlotte Garrido]*

CHARLOTTE GARRIDO, Commissioner

*[Handwritten Signature: Robert Gelder]*

ROBERT GELDER, Commissioner



ATTEST:

*[Handwritten Signature: Dana Daniels]*

Dana Daniels, Clerk of the Board