

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
TEAMSTERS, LOCAL 589
PUBLIC WORKS UTILITIES UNION

KC-505-19-A

RE: Medical Waiver Incentive

This Memorandum of Understanding (MOU) is entered into by Kitsap County ("County") and Teamsters, Local 589 ("Union"). The parties mutually agree as follows:

Background

On December 9, 2019, the Board of Commissioners approved resolution 221-2019 adopting the 2020 medical, vision, dental, long term disability and life insurance benefits for non-represented employees. Item 1.d increases the waiver of the medical coverage incentive payment from \$100 to \$150 for full-time employees and from \$65 to \$100 for part-time employees. The County desires to increase the medical waiver incentive payment to all County employees and the parties agree to increase the incentive payment for the duration of the current collective bargaining agreement.

Agreement

In order to provide internal equity amongst County non-represented and bargaining unit member employees, the parties mutually agree to the following:

1. Increase the medical waiver incentive payment for regular, full-time employees who provide proof of alternate medical coverage from one hundred dollars (\$100.00) to one hundred and fifty dollars (\$150.00) per month; however, such payment is subject to employment taxes. Full-time employees who waive coverage to participate in Medicare are not eligible to receive the waiver-incentive premium pursuant to 42 CFR Section 411.103.

2. Increase the medical waiver incentive payment for regular, part-time employees (.50 to less than .75 FTE) from a pro-rated waiver incentive payment per month for coverage effective January 1, 2020, to one hundred dollars (\$100) per month. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment. Regular, part-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive

premium, under federal regulations (See 42 CFR Section 411.103).

3. Except as expressly provided in this Memorandum of Understanding, 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 Memorandum of Understanding shall be effective the first full pay period in January 2020.

TEAMSTERS, LOCAL 589

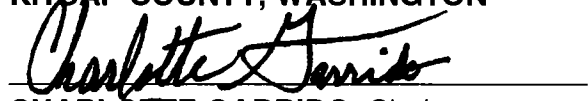


Mark Fuller, Secretary/Treasurer Date


DATED this 23rd day of March 2020.



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



CHARLOTTE GARRIDO, Chair

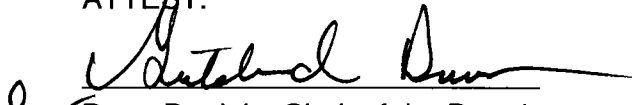


ROBERT GELDER, Commissioner



EDWARD E. WOLFE, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

**CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
AND
TEAMSTERS, LOCAL 589
PUBLIC WORKS UTILITIES UNION**

KC-505-19-B

RE: Maintenance & Operations Crew Supervisor Operator 1 Certification, Plant Operator Certification Premiums, and Salary Steps/Employee Evaluations

This Contract Amendment (Amendment) is entered into by Kitsap County (“County”) and Teamsters, Local 589 (“Union”). The parties mutually agree as follows:

Background

This Amendment effects three separate and unrelated changes to the parties’ Collective Bargaining Agreement KC-505-19 (CBA). First, the parties recognize that the language in Article 20 (Salary Steps/Evaluations) of the CBA is outdated since the parties have separately agreed to transition from a numeric evaluation system to a non-numeric evaluation system. This Amendment updates the language in Article 20 to reflect current practice.

Second, the parties recognize in this Amendment the need to require a Wastewater Treatment Plant Operator 1 certification for one Maintenance & Operations (M&O) Crew Supervisor position. The current incumbent in a specific M&O Crew Supervisor position (PID U26) has long possessed a Wastewater Treatment Plant Operator 1 certification. This specific M&O Crew Supervisor position oversees the operation, maintenance, repair and/or replacement of a variety of gasoline, propane, and diesel-powered mechanical equipment associated with wastewater treatment plants and sewage pump stations. The possession of a Wastewater Treatment Plant Operator 1 certification has become a critical component of this position and will continue to be essential to the position when the current incumbent vacates the position.

Finally, the parties agree in this Amendment to modify the certification premiums set forth in Memorandum of Understanding KC-040-16-L so that payment of said premiums is compatible with the new Human Resources Information System implemented by the County in March 2020. Furthermore, the parties incorporate these certification premiums into their CBA in a new Appendix E.

Agreement

The parties, having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-505-19 (hereinafter CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter.
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ARTICLE 20 - SALARY STEPS/EVALUATIONS

The pay scale for the bargaining unit is defined in Appendix B. Step movement is as follows:

A. Step Advancements and Score Requirements

1. Except as provided in 19.B (2020 Wages), for employees hired prior to January 1, 2020, employees at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached; ~~provided, the~~ employee receives an overall satisfactory performance evaluation, must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase pursuant to the County evaluation system:

<u>Step</u>	<u>Required Score</u>
2 - 8	3.0
9 - 11	3.5
12 - 15	4.0

- a. ~~An average score of 3.0 must be maintained to be eligible for advancement from Step 1 through Step 8, each year following their date of hire or last advancement.~~
- b. ~~An average score of 3.5, with a minimum of 3.0 on each element, must be maintained to be eligible for advancement from Step 9 through Step 11, each year following their date of hire or last advancement.~~
- c. ~~An average score of 4.0, with a minimum of 3.0 on each element, must be maintained to be eligible for advancement from Step 12 through Step 14, each year following their date of hire or last advancement.~~

2. All employees hired on or after January 1, 2020, shall advance within a pay grade as follows, provided the minimum performance score requirement is met in accordance with Section 1.a. above:

<u>Step</u>	<u>Required Service Time</u>
1-4	Progress to the next higher step following six months of service at the current salary step
5-14	Progress to the next higher step following twelve months of service at the current salary step

3. Does Not Meet Score Requirements for a Step Increase: If an employee receives an evaluation score that does not meet the score requirements to be eligible for a step increase, at the discretion of the Employing Official, the employee may be re-evaluated in 60-180 days. If the employee receives an evaluation score that meets the score requirements at a later date, the employee shall be granted the step increase effective on the date that they meet the score requirements.
4. The step increment date shall be adjusted when an employee returns from leave without pay in excess of thirty (30) calendar days to reflect the period of unpaid leave.
5. All part-time employees will be eligible for annual step increases effective on the employee's anniversary date in the position.

[Section B omitted]

APPENDIX C - Classification Automatic Progressions & Certification/License Requirements

[Sections A-C omitted]

D. Maintenance & Operations (M&O) Crew Supervisor (PID U26)

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

- ED.** Candidates that are hired with more experience than the classification requires, but not enough to advance to the next level may progress to the next level prior to the proscribed timelines as soon as the minimum qualifications and requirements for progression are met.
- EE.** Employees progressing to a higher classification under anthis automatic progression series shall be moved into the higher classification's pay scale at the step which is closest to but not below their rate of pay at the lower classification pay scale; provided, however, employees eligible for this automatic progression as of the date of execution of Contract Amendment KC-040-16-K shall be moved to whatever step is a minimum of 2.5% increase.
- GF.** Failure to progress within the proscribed time frame due to inability to perform the essential functions, meet progression requirements, or obtain and maintain required licenses and certifications may result in termination at the employing official's discretion. A six (6) months' extension may be provided at the employing official's discretion.
- HG.** Failure to maintain certifications may result in a delay in a step increase and/or discipline up to and including termination.

APPENDIX E – Plant Operator Certification Premiums

[Appendix E replaces Memorandum of Understanding KC-040-16-L in its entirety]

Background

As a Level IV treatment plant, the Public Works Central Kitsap Treatment Plant (CKTP) requires certain employees to maintain a certain level of wastewater operator certification due to the more complex systems involved in tertiary treatment at CKTP. The Employer is required to maintain an overall supervisor in charge with a Wastewater Treatment Plant Operator Level IV certification and at least one (1) Plant Operator with a Wastewater Treatment Plant Operator Level III certification on each shift. WAC 173-230 states: "An operator in responsible charge of a wastewater treatment plant must be certified at a level that is equal to or greater than the classification of the wastewater treatment plant." "Operator in responsible charge" means the individual who is routinely on-site and in direct charge of the overall operation of a wastewater treatment plant.

Certification Premiums

In order to incentivize employees to obtain the higher-level certifications necessary to maintain CKTP, and in order to maintain market comparability in the impacted positions, employees shall be eligible for certification premiums as follows:

KC-505-19-B – M&O Crew Supervisor Plant Operator 1 Certification, Plant Operator Certification Premiums, and Salary Steps/Employee Evaluations

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

2. The parties agree that a one-time lump sum will be paid to the Plant Operator who, as of the date of execution of this Amendment: 1) possesses a Wastewater Treatment Plant Operator III certification; 2) works at CKTP; and 3) is assigned to the swing shift. The one-time lump sum will be eight-hundred dollars (\$800) and is intended to equal approximately the difference in base wages, for a period of one (1) year from the date that this Amendment takes effect, between what the Plant Operator would have received under Memorandum of Understanding KC-040-16-L and will receive under the amended language on certification premiums in the new Appendix E.

3. 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.

4. Except as expressly provided herein, this Amendment shall be effective April 27, 2020.

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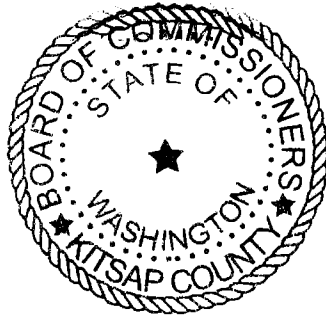
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TEAMSTERS, LOCAL 589

Mark Fuller 7/1/2022
Mark Fuller, Secretary/Treasurer Date

DATED this 27 day of JULY 2020.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Robert Gelder
ROBERT GELDER, Commissioner

E.E. Wolfe
EDWARD E. WOLFE, Commissioner

ATTEST:
Dana Daniels
Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
TEAMSTERS-UTILITIES, LOCAL 589

KC-505-19-D

RE: Step Placement of Certain Employees

This Memorandum of Understanding (MOU) is entered into by Kitsap County (“County”) and the Teamsters-Utilities, Local 589 (“Union”). The parties mutually agree as follows:

Background

Kitsap County Public Works and Human Resources have conducted a review of pay equity in the Maintenance & Operations Specialists (M&O Specialist) and Crew Supervisor (M&O Crew Supervisor) positions of employees covered by Teamsters-Utilities, Local 589. As a result of the review, three (3) employees have been identified as warranting a step placement adjustment.

Agreement

1. While Kitsap County followed the terms of the collective bargaining agreement in effect at the time and is not obligated to address the pay equity of the three (3) identified positions below, it is in the best interest of the parties to correct the pay inequity.
2. The Collective Bargaining Agreement (CBA) between the parties (“CBA KC-505-19”) Appendix C states, in part, “Once an employee has been placed on the Duty Roster, they shall be moved into the M&O Specialist pay scale at the step which is closest to but not below their rate of pay as an M&O Technician”. The parties agree that this language was applied appropriately to the M&O Specialists identified in this agreement, however, specific to the certain M&O Specialists identified in the pay review the language created pay inequity when compared to the knowledge, skills, and abilities of their peers.
3. The CBA, Article 24, contained new language allowing the Director of Public Works to offer pay upon promotion based on knowledge, skills, and abilities. The CBA between the parties has an effective date of January 1, 2019 but was not fully executed until October 2019. The M&O Crew Supervisor identified was promoted in March 2019. This agreement corrects the step placement of the M&O Crew Supervisor to the step that the Director of Public Works would have offered upon promotion due to the new language.

4. The parties agree to the step placement adjustments, as follows:

Current Position Identification No.	Current Pay Band	Current Step Placement	New Step Placement
U07	WB3H	03	08
T06	WB3H	03	07
S70	WB5H	07	08

5. This Memorandum of Understanding shall not create a precedent. The parties agree that any future similar circumstances like those detailed within this Memorandum of Understanding shall be considered on a case-by-case basis.
6. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
7. Except as expressly provided herein, this Memorandum of Understanding shall be effective September 8, 2021.

TEAMSTERS, LOCAL 589

Mark Fuller 9/30/21

Mark Fuller Date
Secretary/Treasurer

DATED this 11th day of October, 2021



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Robert Gelder

ROBERT GELDER, Chair

E. E. Wolfe

EDWARD E. WOLFE, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:
Dana Daniels

Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING

**By and Between
KITSAP COUNTY
AND
TEAMSTERS, LOCAL 589
KITSAP COUNTY UTILITIES EMPLOYEES**

KC-505-19-~~1~~ E

RE: 2022 Health & Welfare Benefits Pending Negotiations

This Agreement is made by and between Kitsap County (County) and Teamsters, Local 589, Utilities Union (hereinafter referred to as the "Union"). The parties mutually agree as follows:

Whereas, the current collective bargaining agreement, KC-505-19 between the parties, Kitsap County (County) and Teamsters, Local 589, Utilities (Union), expires December 31, 2021. The parties are currently engaged in bargaining for 2022 health and welfare benefits; and

Whereas, in order to comply with regulations regarding IBNR (incurred but not reported) reserves and ensure sustainable medical plan funding, the County is conducting an actuarial review and evaluation of existing rate structures and premium sharing. Based on the results of the actuarial review, the rate structure for all health benefits will be adjusted as recommended by the actuary.

Therefore, during the pendency of the actuarial review process and contractual negotiations, the parties agree to the following provisions regarding health and welfare benefits. This Agreement does not alter the terms of the underlying agreement or the obligation of both parties to bargain for 2022 health and welfare benefits as part of new collective bargaining agreement.

1. As allowed by RCW 41.56.123, the parties will temporarily suspend the language of the collective bargaining agreement which provides for a proportional increase in County and employee monthly contributions toward medical coverage for 2022. There will be no increase to employee medical insurance contributions for 2022 pending completion of the actuarial review and execution of a 2022 and beyond successor agreement.
2. By entering into this Agreement, the parties are not altering or modifying any contractual language. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-505-19) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect. The terms of this Agreement are limited to addressing this situation and will not establish a precedent or practice.

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TEAMSTERS, LOCAL 589

Mark Fuller 11/15/21
Mark Fuller, Secretary/Treasurer Date

DATED this 14TH day of December, 2021



Attest:

Dana Daniels

Dana Daniels, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Robert Gelder

ROBERT GELDER, Chair

NOT PRESENT

EDWARD E. WOLFE, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner