



COLLECTIVE BARGAINING AGREEMENT

**Between
KITSAP COUNTY
and
KITSAP COUNTY DEPUTY
SHERIFF'S GUILD**

KC-110-09

January 1, 2008 – December 31, 2009

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COLLECTIVE BARGAINING AGREEMENT

KC-110-09

This agreement is made and entered into by and between the **County of Kitsap**, hereinafter known as the “**County**” and **Kitsap County Deputy Sheriff’s Guild**, hereinafter known as the “**Guild**,” in order to set forth the wages, hours and working conditions for said Guild’s bargaining unit for the term herein below provided.

ARTICLE I - RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

Employer recognizes Guild as the exclusive bargaining representative for the following bargaining unit within the Kitsap County Sheriff’s Office as certified by the Public Employment Relations Commission:

The parties mutually recognize the value of consolidating the two separate Collective Bargaining Agreements into a single master agreement with separate addendums while at the same time desiring to continue their recognition of two separate bargaining units, one consisting solely of all regular full-time and regular part-time fully commissioned uniformed deputy sheriffs and the other consisting solely of all regular full-time and regular part-time fully commissioned uniformed Corporals and Sergeants. These bargaining units exclude the Sheriff, Undersheriff, supervisors, confidential employees, and all other employees of the employer.

The parties further recognize that this agreement is subject to independent ratification by both bargaining units, provided that in the event one bargaining unit ratifies the agreement but the other declines to do so, the agreement will be executed as to the ratifying bargaining unit.

SECTION B - GUILD ACTIVITIES

1. The Employer shall allow reasonable time off with pay for Guild members conducting official business that is vitally connected with the Employer's business; provided such time off shall be taken at the consent of the Sheriff or his designee or by the authority of the Board of County Commissioners and provided further that such consent shall not be unreasonably withheld. Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings and other contract administration matters. Guild officers and members will be charged annual leave or leave without pay, if no accrued annual leave is available, when they are absent from work to perform internal Guild business. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of Guild business, the Guild officers shall notify their supervisor, obtain approval and notify their supervisor when they return.

2. The Employer will attempt to arrange shift schedules or grant time during the course of the normal work day in a manner that the employee members who are part of the Guild's negotiating team will be provided time with pay for purposes of negotiating a new labor agreement; **provided** that no more than four (4) members of the Guild's negotiating team shall be on paid status during negotiation sessions; **provided further** that in no instance shall the County incur any overtime as a result of this section.
3. A copy of this Agreement shall be posted in a conspicuous place in the Sheriff's Department. The Employer agrees to provide suitable space for the bulletin board in each place of work. Postings by the Guild on such boards are to be confined to official business of the Guild.
4. Bargaining unit employees may make occasional but limited use of County-owned communications' resources (telephone, voice mail, electronic mail) for personal communications; specifically, incidental personal use is permitted. Incidental personal use is use that is both brief in duration and accumulation, and does not interfere with or impair the conduct of official county business due to volume, frequency, or impede employees' performance of their official duties. In no event will the Guild use the County's communications' resources for internal Guild business beyond that permitted for incidental personal use.
5. Use of County-owned equipment and facilities shall be in accordance with the Sheriff's policies and procedures. In no event will employees who are off-duty and not on call status use their County-assigned vehicle for the purpose of attending Guild meetings, unless such attendance is just prior to or directly following their work shift.

SECTION C - GUILD SECURITY AND PAYROLL DEDUCTION

1. The Employer agrees that all regular employees covered under this Agreement who have been in the employment of the County for thirty-one (31) days or more, shall, thirty-one (31) days after the signing of this Agreement, become and remain members of the Guild in good standing or pay a service fee in an amount as may be limited by law in lieu of Guild membership. In no event shall the service fee exceed the amount the Guild charges its members for dues and initiation fees.
2. The Employer further agrees that all new regular employees hired subsequent to the date of signing of this Agreement, shall, as a condition of employment, after a period of thirty-one (31) days from the date of employment, become and remain members of the Guild, in good standing or pay a service fee in an amount as may be limited by law in lieu of Guild membership. In no event shall the service fee exceed the amount the Guild charges its members for dues and initiation fees.
3. In the event an employee member of the bargaining unit as defined in the Recognition Article of this Agreement fails to maintain membership in the Guild in good standing by payment of Initiation Fees and by regular payment of dues or fails to maintain service fee status in lieu of Guild membership, the Guild will

notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his/her employment status with the Employer is in jeopardy, and that failure to meet the Guild membership obligation or maintain service fee status will normally result in termination of employment within ten (10) working days.

4. Nothing in the above sections will interfere with the employee's right under RCW 41.56.122 (Religious Tenets) of the Public Employee's Collective Bargaining Act.
5. Upon written authorization of an employee, the Employer shall deduct monthly dues and assessments from the salary of such employee and shall transmit such amount to the Guild and withhold any other specified portion of an employee's salary for United Way contributions, optional insurance coverage provided by the Employer, Kitsap County Credit Union payments and additional withholding taxes. The Guild 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 as it relates to the collection of Guild dues and assessments.

SECTION D - NONDISCRIMINATION

1. Neither the Employer, Guild, nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race, color, religion, creed, sex, marital status, national origin, age, or sensory, mental or physical handicaps or disability.
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 sex of any employee or job applicant.
3. No employee shall be discharged or discriminated against for upholding lawful Guild activities, fulfilling duties as an officer in the Guild or serving on a Guild committee or member thereof.

SECTION E - EMPLOYEE EVALUATIONS

1. Every new employee shall be evaluated following the ninetieth (90th), one hundred and eightieth (180th), and two hundred and seventieth (270th) days of employment.
2. Every newly promoted employee shall be evaluated following the one hundred and eightieth (180th) and two hundred and seventieth (270th) days of appointment.
3. Every employee shall be evaluated once each year after attainment of permanent status.
4. Evaluations may be used as a factor in granting permanent status, transfers, demotions, and terminations. Evaluations may be subject to review by the Sheriff or his designee within ten (10) calendar days.

SECTION F - GRIEVANCE AND ARBITRATION PROCEDURE

1. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee and the Employer with regard to the interpretation or application of the specific provisions of this Agreement. Specifically excluded from further recourse to the grievance procedure are grievances that have been processed and decided; and grievances not presented within the time limits established in this Section. The Guild or any employee within the bargaining unit who may feel aggrieved by the Employer's interpretation or application of the terms of this Agreement may seek his/her remedy by the procedure provided in this Agreement. No complaint or grievance involving the same incident, problem or other matter may be filed under this grievance procedure and the Civil Service Commission, subject to Section J.

2. Guild Representation: Throughout the grievance procedure, an aggrieved employee shall have the right guaranteed by RCW 41.56.080 to represent himself/herself, when the Guild has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance, or to be represented by a Guild official. Nothing in this section shall be construed so as to grant employees the right to proceed to arbitration which right shall be reserved to the Guild in its discretion in accordance with its duty of fair representation.

3. Grievance Procedure:

Step 1 - A bargaining unit member or the Guild must initiate a first step grievance within fifteen (15) calendar days of the date of the occurrence that gave rise to the grievance, or within fifteen (15) calendar days of the date the grievant or the Guild could reasonably have been expected to know of the alleged violation. The first step grievance should be filed with the employee's immediate supervisor, unless the grievance involves a decision made by an officer above the immediate supervisor, in which case the grievance should be initiated with the officer up to the level of the Division Chief who imposed the decision. The grievance shall be reduced to writing on an official grievance form which shall contain the following: (1) the facts upon which the grievance is based; (2) reference to the section or sections of the Agreement alleged to have been violated; and (3) the remedy sought. Within fifteen (15) calendar days of the submission of the grievance, the supervisor or manager shall respond to the grievance in writing.

Step 2 - If no settlement is reached in Step 1, the employee, or the Guild may advance the grievance to Step 2 with the Sheriff or Sheriff's designee no later than fifteen (15) calendar days from the date of rejection of the first step grievance.

The Sheriff or designee shall conduct an investigation and shall notify the aggrieved employee and the Guild in writing of the Step 2 decision and the reasons therefore within fifteen (15) calendar days after receipt of the written grievance. In the event the Sheriff is not available to receive a written

grievance and the Sheriff's designee has not been appointed or is not available to receive a written grievance, then such grievance shall be filed with the Sheriff's secretary within the time period stated above. If the grievance has been filed with the Sheriff's secretary, then the period during which the Sheriff or the Sheriff's designee shall have to investigate and notify the aggrieved employee and the Guild of the decision shall begin on the first working day after such individual returns.

Step 3 - Arbitration - In the event a grievance is not satisfactorily settled in Step 2, the Guild, if it so chooses, may submit the matter to arbitration under the procedures described below. A written request for arbitration must be made by the Guild within thirty (30) calendar days after receipt of the Step 2 decision.

- a. Arbitrator Selection. In regard to each case reaching Step 3, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, either party may request a list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall be selected by alternating strikes, the first strike to be determined by a flip of a coin. The parties may also agree to request a list from PERC.
- 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 grievance. 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 representatives 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, such 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 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, or 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, 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 agreed upon by the parties or, if they are unable to agree on a date, designated by the arbitrator. If the case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.

- d. Costs of Arbitration. Each party shall pay any 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 costs. The FMCS fee for the list of nine (9) names and the fee and expenses of the arbitrator 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.

4. Time Limits: Any time limits stipulated in this article may be extended for stated periods of time by the parties by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee fails to advance his grievance to the next step in the grievance procedure within the specified time limit and in the specified manner, the grievance 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.

SECTION G - ENTIRE AGREEMENT

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. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as required by RCW 41.56.

SECTION H - STRIKES AND RELATED MATTERS PROHIBITED

1. Guild and Employer agree that RCW 41.56 prohibits strikes by employees, whether acting individually or collectively and employees shall not strike.
2. Employer and Guild agree that public interest requires efficient and uninterrupted Performance of Employer's operations and services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Disciplinary action, including discharge, may be taken by Employer against any employee or employees engaged in a strike or other illegal activity related to a work stoppage.

SECTION I - RIGHTS OF MANAGEMENT

1. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means

