

COLLECTIVE BARGAINING AGREEMENT

between

**KITSAP COUNTY,
KITSAP COUNTY SHERIFF'S OFFICE**

and

KITSAP COUNTY SHERIFF'S SUPPORT GUILD



KC-094-19

January 1, 2019 through December 31, 2020

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KITSAP COUNTY SHERIFF'S SUPPORT GUILD, (hereinafter known as Guild), and KITSAP COUNTY BOARD OF COMMISSIONERS (hereinafter known as County), and the KITSAP COUNTY SHERIFF, in order to enhance the material conditions, morale and security of these employees represented by Guild, and to promote the efficiency of and security provided by the Kitsap County Sheriff's Office, do hereby agree as follows:

ARTICLE I – RIGHTS OF THE PARTIES

Section A – Recognition. The County recognizes the Guild as the exclusive bargaining representative for all regular full-time and regular part-time process servers and non-commissioned employees within the Kitsap County Sheriff's Office as set forth in Appendix A, excluding extra help, confidential employees, and elected officials.

Section B – County Policies.

If the County desires to modify the policies listed in Appendix C in effect during the term of this Agreement, then pursuant to RCW 41.56 et seq., the County shall provide written notice of its desire and a written version of the County's proposed modifications in legislative format. Upon receipt of written notice from the County, the Guild shall have fifteen (15) calendar days to provide written notice of the Guild's desire to bargain the policy modifications pursuant to RCW 41.56 et seq. Failure by the Guild to respond within fifteen (15) calendar days shall constitute a waiver of the Guild's right to bargain.

1. **Extra Help:** An extra help employee is an employee hired on a limited term basis and who shall not be employed by the County for more than one hundred eighty (180) consecutive days or more than one thousand forty (1040) hours in any twelve (12) month period.
2. **FMLA:** Employees shall be eligible for Family and Medical Leave pursuant to the policies and procedures adopted by Kitsap County contained in the County Personnel Manual and in effect, for the purposes of implementing federal and state statutory requirements.
3. **Non-discrimination:** The parties shall not in any manner whatsoever unlawfully discriminate or retaliate against any employee or applicant for employment on the basis of race, sex, color, religion, creed, gender identity, sexual orientation, genetic information, marital status, veterans status, HIV status, national origin, age, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability. Any action that would not constitute discrimination under applicable statutes, regulations or case precedent shall not constitute a violation of this contract provision. No employee shall be disciplined, dismissed or discriminated against on the basis of Guild membership, non-membership or for upholding or participating in lawful Guild activities, fulfilling duties as an officer in the Guild or serving on a Guild committee or member thereof.

The County, Guild and employees hereby agree to comply with all provisions of the Americans with Disabilities Act of 1990, and all amendments and regulations altering, interpreting, or enforcing such Act.

4. Military Leave: Military Leave is applied in accordance with state and federal laws.
 - a. Any employee who is eligible shall be entitled to military leave with or without pay pursuant to applicable law(s), and in accordance with Civil Service Rules and the County Family and Medical Leave Policy.
 - b. Any employee who enters into active duty service or inactive duty for training in the Washington National Guard, the Armed Forces of the United States, the United States Public Health Service or other qualifying service may seek leave of absence as set forth within this Agreement and, upon return, shall be entitled to re-employment pursuant to applicable Washington State law, and Federal law including the Family and Medical Leave Act or the Uniformed Services Employment and Re-employment Rights Act.
5. Commute Trip Reduction: The County shall have the right to implement programs to insure compliance with the Commute Trip Reduction Act of 1992, including, but not limited to, assessment of parking fees, preferential parking for car pool, restricted parking areas for public and designated County employees. The County agrees that any program implementation directly affecting unit membership shall be made at the same period with the Courthouse bargaining unit.
6. Annual Leave Donation: Employees shall be eligible to participate in the County's annual leave donation program consistent with the Kitsap County Annual Leave Donation Plan in the Kitsap County Personnel Manual.

Section C – Guild Membership and Payroll Deduction

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Guild within ten (10) working days after the employee's date of hire. The Employer will provide the Guild with access to new employees of the bargaining unit consistent with RCW 41.56.037. The Employer and the Guild agree that employees covered under this Agreement should, on or before the thirty-first (31st) day following the beginning of such employment, make an election whether to become members of the Guild in good standing.
2. The Guild will notify the County of its initiation fees and dues. Upon receipt of written authorization of an employee, the County shall deduct monthly dues and assessments from the salary of such employee and shall transmit such amount to the Guild. .
3. An employee may revoke his or her authorization for payroll deduction of payments to the Guild by written notice to the Employer. Upon receipt of the employee's written revocation of his or her authorization for payroll deduction, the Employer will notify the Guild

within five (5) business days of the Employer's receipt of the employee's written notice. The Employer will cease payroll deductions not later than the second payroll after the Employer's receipt of the Employee's written notice.

4. The Employer will provide a monthly written report to the Guild transmitted with the transfer of deducted dues owed to the Guild ("the transferred amount"). Such report will indicate all individuals who had dues withheld as part of the transferred amount and the amount withheld and transmitted on behalf of that individual.

Section D – Guild Activity.

1. The County shall allow reasonable time off with pay for Guild members conducting official business involving the Guild and the County; **provided**, however, that the activity may be lawfully funded by the Employer under applicable decisions of the Public Employment Relations Commission; **provided further**, that such time off shall be taken at the consent of the Sheriff or designee or by the authority of the Board of County Commissioners. 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. For the purposes of this Article 2, the term "Sheriff's designee" means the Undersheriff, Chiefs, or supervisors who are specifically designated in writing for the purpose of authorizing release time.

2. The County 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. Not more than four (4) employees from the bargaining unit shall be allowed time off to attend negotiations, except by mutual agreement. Further, except by mutual agreement, release time will not be allowed if it would result in fewer than one (1) employee being on duty in their work area.

3. The County shall provide suitable space for a Guild bulletin board in the Silverdale Precinct, the Port Orchard Administrative Building, and the Kitsap County Jail. Postings by the Guild on such boards are to be confined to official business of the Guild.

Section E – Management Rights.

1. Subject to the provisions of RCW 41.56 et seq., 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 the County. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto; the determination of

the number, size and location of its offices and places of business and equipment to be utilized, and the layout thereof; the right to establish or change standards of performance; the right to establish jobs, positions, job classifications and descriptions; the right to establish new or change existing methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to designate the work and functions to be performed; the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees. The County reserves the right to impose discipline, up to and including termination of employment, for just cause.

2. The above statement of management rights is for illustrative purposes only, and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority and functions of management shall remain exclusively vested in County, except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement or RCW 41.56 et seq.

3. The County does not intend that continuation of its management rights clause would require the Guild to waive any bargaining rights it presently has under RCW 41.56.

Section F – 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 employment.

3. Every employee shall be evaluated once each year after attainment of permanent status.

4. Evaluations shall be used for documenting job performance and shall be used as a factor in granting permanent status, promotions, transfers, demotions and dismissals.

Section G – Grievance & Arbitration.

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. During an employee's one (1) year probationary period, he/she may be dismissed by the County at will

and such dismissal shall not be subject to the grievance procedure. Issues of mutual concern may be discussed through the Employer's supervisory chain of command and, as well, raised in labor-management meetings.

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 - Oral Discussion - The aggrieved employee or the Guild, with Guild representation, shall meet with the employee's supervisor within fifteen (15) calendar days of the occurrence of the grievance, to attempt to resolve the difference at that level. The employee or Guild shall be permitted to initiate the grievance at the Step 2 level if the decision that gave rise to the grievance was made by a management official above the immediate supervisor.

Step 2 - If no settlement is reached in Step 1, the employee, or the Guild, may advance the grievance to Step 2 within fifteen (15) calendar days of the date of rejection of the first step of the grievance or, if the grievance was initiated at Step 2, within fifteen (15) calendar days of the occurrence that gave rise to the grievance. The second step grievance should be filed with the management official within the chain-of-command who is immediately above the initial decision maker, up to the level of the Division Chief. 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 written grievance, the supervisor or manager shall respond in writing.

Step 3 - If no settlement is reached in Step 2, the employee, or the Guild, may advance the grievance to Step 3 with the Sheriff or Sheriff's designee no later than fifteen (15) calendar days from the date of rejection of the second step grievance.

The Sheriff or designee shall conduct an investigation and shall notify the aggrieved employee and the Guild in writing of the Step 3 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 4 - Arbitration - In the event a grievance is not satisfactorily settled in Step 3, the Guild may submit the matter to arbitration under the procedures described below. The Guild's request for arbitration must be made within forty-five (45) calendar days after receipt of the Step 3 decision.

1. Arbitrator Selection. In regard to each case reaching Step 3, the parties may 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) business days of the submission of the written request for arbitration, a list of nine (9) names shall be requested by the moving party from the Federal Mediation and Conciliation Service (FMCS), or any other mutually agreed upon source, within ten (10) business days of the parties' failure to mutually agree upon an arbitrator. If the grievant fails to make reasonable efforts for selection of an arbitrator within 30 days of the receipt of the list, then the grievance shall be resolved. FMCS selection procedures or the applicable procedures of the other service shall be followed. Aside from arbitrator selection procedures, the parties do not adopt other FMCS arbitration rules.

2. 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 matters relevant to the grievance(s). The arguments of the parties may be supported by oral or written arguments and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representative(s) and witnesses.

3. 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 within thirty (30) calendar days of the close of hearing, or at a later date as mutually agreed upon by the parties. The brief submission date shall be agreed upon by the parties, or if they are unable to agree on a date, designated by the arbitrator. If the case briefing is submitted, the arbitrator's written decision

shall be issued to the parties within thirty (30) calendar days of submission of the briefs.

4. 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 (1/2) of the stenographic costs. The fee and expenses of the arbitrator shall be shared equally by both parties.

5. Time Limits. Any time limits stipulated in this article may be extended for stated periods of time by the parties by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee or the Guild 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 resolved. The County's failure to respond within the time limit at any step in the procedure shall automatically advance the grievance to the next step of the procedure. Where time limits are expressed in business days, "business days" shall mean Monday through Friday, excluding holidays.

Section H – Strikes & Related Matters.

1. Nothing contained in RCW 41.56.120 shall permit or grant any public employee the right to strike or refuse to perform his or her official duties.

2. County and Guild agree that public interest requires efficient and uninterrupted performance of County's operations and services and to this end the parties pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, Guild and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, sick-in, sit-down, or any curtailment or interference with the activities and operation of County for any reason, including any alleged unfair labor practice. The Guild will not cause or permit the employees to refuse, and no employee shall refuse, to cross any picket line established by Guild or by any labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including dismissal, may be taken by County against any employee or employees engaged in a violation of this Article.

3. In the event of a strike, work stoppage, slowdown, picketing, sick-in, sit-down or any curtailment of or interference with the activities and operation of County, either on the basis of individual choice or collective employees' conduct, Guild will, immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Subsection 2. above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.

Section I – Relationship to Civil Service Rules.

The terms and provisions of this Agreement shall supersede any matter delegated to the Kitsap County Civil Service Commission by State law or by ordinance, resolution or laws of or pertaining to the County of Kitsap. All contractual and disciplinary grievances arising

under the terms and provisions of this Agreement shall only be arbitrated pursuant to Article 24. Therefore, taking an issue to arbitration constitutes an election of remedies and waiver of any and all rights by the grievant employee, the Guild, or persons represented by the Guild, to litigate or otherwise contest the appeal of the subject matter before the Civil Service Commission or in any Court, except for civil rights or protected status issues.

Section J – Sheriff’s Rules & Regulations.

Guild and County shall refer to the Sheriff’s Policy Manual to resolve matters not covered by the Agreement or for elucidation of matters covered by this Agreement. Employees will be provided a copy (electronic or hard copy) of the Sheriff’s Policy Manual.

Section K – Discipline

Discipline is defined to include: Verbal reprimands, written reprimands, suspensions without pay, disciplinary demotions to a lower paying classification, and discharge. The Employer shall administer disciplinary action for just cause depending on the type of misconduct, its severity and other mitigating factors, including for violating the Sheriff's Office Policy Manual, the Employer's Code of Conduct (set forth in Appendix D), of this Collective Bargaining Agreement. Any pre-disciplinary hearing will be consistent with the employee's Loudermill rights and the Guild's Weingarten rights.

ARTICLE II – ECONOMICS

Section A – Wages.

1. **Step Increases:** In 2019, employees who have not reached the top step of their pay scale will receive an additional step increase of 2.5% on the date that is equal to the six month anniversary between annual increases. Step increase dates will be set by mutual agreement between the County and the Guild.

a. Each employee’s annual step increase date will change to the month and day of the second step increase received in 2019 for their 2020 and future step increases.

b. Employees hired before July 2019 will receive an additional step at six (6) months of service.

c. Employees hired on or after July 1, 2019 will receive step increases pursuant to Article II, Section C.

2. Effective with the first full payperiod in January 2020, a new top step shall be added to each paygrade on the K pay scales contained in Appendix C of this Agreement.

3. **Deferred Compensation Contribution:** A one-time only lump sum payment equal to one percent (1.0%) of base annual wages will be made to each active employee’s deferred compensation account with the Washington State Deferred Compensation Plan (State DCP) in the first full pay period of July 2020; base wages will be calculated based upon the wages in effective on the Friday prior to that first full pay period in July 2020, and deposited into

employee's active state DCP accounts on the next regularly scheduled pay day. The County will work with bargaining unit members to ensure each employee has an open and active account prior to July 2020.

4. If the County offers a general wage adjustment to any non-interest arbitration eligible bargaining unit that exceeds the wage adjustments outlined above for either 2019 or 2020, the County will extend those adjustments to the Sheriff Support Guild bargaining unit.

Section B – Pay Period.

The pay period shall be every two (2) weeks. Employees shall receive their biweekly checks on the Friday following the close of the pay period.

Section C – Experience Based Pay Incentives.

1. Experienced based pay increases shall be given based on length of employment. Length of employment, for purposes of determining the step advancement date, shall be adjusted, where applicable, for regular full-time and part-time employees to exclude periods of time when an employee is in an unpaid status for greater than thirty (30) calendar days (except for when an employee is off-work due to qualifying military leave, medical leaves and time loss).

2. A regular, full time and part-time employee placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached. Employees hired on or after January 1, 2020, shall advance to the next higher step (a 2.5% increase) following six months of service until they reach Step 5 of the salary scale, and then step increases will be received annually until the top step is reached.

3. The County will retain individual job descriptions for each classification commensurate with the scope of the individual position's job duties. To the extent the County intends on making any changes to the individual job descriptions that may warrant a modification in the compensation grade, the County will provide advance notice to the Guild and an opportunity to bargain the impacts of that modification.

Section D – Hours of Work

1. The workweek will be established based on the work schedule. A regular work schedule shall be comprised of five (5) eight (8) hour days followed by two (2) consecutive days off duty, for a total of 40 hours per work week.

2. To the extent operations permit, the Sheriff may make available an alternate work schedule. Alternate work schedules may include, but are not limited to, a 5/8, 4/10, or 9/80 work schedule. The schedule will depend upon the Sheriff's Office unit's hours of operation.

The County shall determine staffing levels for each position, division or unit. A “regular work day” shall consist of consecutive hours between the times of 7:00 a.m. and 7:00 p.m. Employees shall be assigned a regular starting and ending time as part of their regular work day. For purposes of this agreement, a regular work day that commences between 3:00 p.m. and 8:59 p.m. shall be considered a “swing shift”; and a regular work day that commences from 9:00 p.m. or later shall be considered a graveyard shift.

The Sheriff or the Guild may terminate the alternative work schedule and return members to the regular five (5) eight (8) hour workday week, upon giving thirty (30) days written notice to the other party.

The County shall provide each employee with an unpaid thirty (30) minute meal period at approximately the midpoint of the shift, and two (2) paid fifteen (15) minute rest breaks at times approved by the employee’s supervisor.

Regular full-time employees are compensated for eight hours of holiday leave for each full holiday observed.

The above-listed regularly established work days may be altered by mutual agreement between the Guild and the Sheriff’s Office. However, nothing in this section shall prevent the Sheriff or designee from subjecting an employee to call-in for an emergency while the employee is off-duty.

3. Employees covered by this Agreement shall receive a minimum of eight (8) hours rest between changes in shift assignments; **Provided**, the eight (8) hours of rest requirement shall not apply for call in during emergency.
4. The County shall make every attempt to ensure that employees shall not be required to work a shift that is scheduled to rotate through two (2) or more shifts during the normal work week; **Provided**, such limitation shall not apply to regular scheduled shift change-over and temporary assignments necessitated by emergencies.
5. With the mutual agreement of the employee and the Sheriff or designee, and notice to the Guild, flex hours and alternative work schedules may be made by any employee whose position is covered by this bargaining agreement. Employees entering into a flex hours or alternative work schedule must establish a written work schedule for forty (40) hours per work week.
6. The Sheriff’s Office and the Guild agree there is a need for flexibility in the work day to meet the demands of the work place. Therefore, the Sheriff’s Office may schedule a work day which begins one (1) hour before or ends up to three (3) hours after the employee’s regular work day.
7. To meet the demands of the Sheriff’s Office, a modified Swing Shift shall be created with the work hours from 1130 to 2000 hours with a thirty (30)-minute unpaid lunch and two (2) paid fifteen (15) minute breaks. For the purpose of this modified shift, Swing Shift differential pay shall begin at 1500 hours. Furthermore, the Guild and the Sheriff’s Office agree there may be a need to adjust the hours of this modified Swing Shift to meet the

demands of the Sheriff's Office. However, any adjustment of the hours of this modified Swing Shift will not affect when the shift differential will be paid.

8. Alternative worksite positions at the Silverdale Precinct and the Kingston and Silverdale Mall satellite offices will be assigned according to the following rotations:

- Silverdale Precinct: one year rotation
- Kingston and Silverdale Mall satellite offices: one year rotation

Each of the positions will be open to all regular and probationary employees who meet the minimum qualifications as determined by the Employer. Volunteers shall be solicited by posting a position on or about January 1st of each year, or when vacancies occur. In the event a vacancy for a specific position occurs mid-year, the rotation period for that position may be extended at the discretion of the Sheriff so that the rotation period ends proximate to the normal posting date of January, following the one year rotation term, as applicable. In cases where a rotation period is ended, and one or more qualified, non-incumbent employees have submitted a letter of interest for an open position identified in this section, then the incumbent will be required to vacate his/her position, which will then be filled with a different staff member. If there are no volunteers for a specific position, the incumbent may at his/her option remain in his/her current position (at Silverdale Precinct, or Kingston and Silverdale Mall satellites) for the length of another rotation. If the incumbent does not desire to remain in that position after completion of a rotation, a different qualified regular or probationary employee shall be appointed, and the departing incumbent will then either return to an open position in Port Orchard, or submit a letter of interest for an open alternative worksite position identified in this section. An incumbent may be released from a position due to extenuating circumstance, upon department approval.

Section E – Longevity.

1. All employees, hired prior to May 1, 1994, shall receive a longevity bonus, in the amounts which follow. This longevity bonus shall begin at the pay period which follows the anniversary date of employment and be paid to each employee in each pay period:

20 years (240 months) of employment	4%*
25 years (300 months) of employment	5%*

*The percentages stated above shall be based on the current pay for the Sheriff Support Supervisor at Step 5, Compensation Grade B5 of the new pay scale.

2. All employees hired on or after May 1, 1994, and prior to January 1, 2015 shall receive a longevity bonus, in the amounts which follow. This longevity bonus shall begin at the pay period which follows the anniversary date of employment and be paid to each employee in each pay period.

5 years (60 months) through 9 years (119 months) of employment	1.5% of base hourly rate
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10 years (120 months) through 14 years (179 months)	2.0% of base hourly rate
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of employment

15 years (180 months) through 19 years (239 months) of employment 2.5% of base hourly rate

20 + years (240 + months) of employment 3.0% of base hourly rate

3. Except as required by the State and Federal Family Medical Leave Acts, 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, as a result of a reduction in force (RIF), or placed on permanent medical disability and rehired, and the separation does not exceed one (1) year, the longevity bonus shall be computed from the initial employment date; **Provided further**, when an employee separates from employment and is subsequently rehired and the separation does not exceed thirty (30) days, the longevity bonus shall be computed from the initial employment date. An employee who separates from employment and is subsequently rehired, and the separation exceeds thirty (30) days, shall receive full employment credit for actual past period(s) of active service.

4. It is understood and agreed by the parties that the longevity bonus will be added to each employee's hourly rate of pay.

5. New employees hired on or after January 1, 2015 shall not receive a longevity bonus.

Section F – Uniforms

1. The County shall provide uniforms to those employees required to wear uniforms on a daily basis. All uniforms and individual equipment provided shall be in accordance with established standards determined and approved by the Sheriff. Unless otherwise designated by the Sheriff or the Sheriff's designee, uniforms shall be worn daily.

2. Uniforms and individual equipment provided shall include pants, vest, belt and shoes. All uniforms and individual equipment shall be replaced on an as needed, item for item, basis as determined by the Sheriff or designee.

3. All uniforms and individual equipment purchased by the County are to be, and remain the property of the County.

4. The County agrees to provide five (5) full sets of uniforms for evidence/property control specialists.

5. The County shall provide a footwear allowance of seventy-five dollars (\$75.00) per year to each employee to be paid on the first full payperiod of each year. Provided, employees in the Evidence/Property Specialist classification will have the choice of either receiving a seventy-five dollar (\$75.00) footwear allowance on the first pay period of each year, **OR**, having the KCSO Quartermaster order footwear for them. Employees required to

wear the vest uniform configuration will also receive a stipend of fifty dollars (\$50.00) per year to offset the cost of required shirts worn under the vest.

6. There will be no changes to the uniform requirements for Property Specialists or WestNET Investigative Support.

Section G – Seniority, Job Vacancies, Layoffs and Recalls.

1. Seniority List. Upon request from the Guild, the County shall provide a current seniority list.

2. Seniority Loss. An employee shall lose all seniority if any of the following events occur:

- a. Voluntary resignation or retirement;
- b. Discharge of a regular employee for just cause or discharge of a probationary employee at will;
- c. Layoff of more than twelve (12) months' duration pursuant to *Section 8 of this Article*;
- d. Failure to notify the County of intent to return to work pursuant to a written recall notice pursuant to *Section 8 of this Article*, sent by certified mail, return receipt requested, to the last address provided to the County through personnel records within ten (10) days of receipt or ten (10) days of delivery, whichever is later;
- e. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury or illness, failure to report for available work within seven (7) days of receipt of notice of a limited or a full medical release to return to work.

3. Seniority Reinstatement. Employees who were members of the bargaining unit, and who left the bargaining unit, but remained continuously employed with the Sheriff's Office, upon returning to the bargaining unit, will have their seniority rights restored to the amount they had when they left the bargaining unit. For example, an employee who was in the bargaining unit for five (5) years, and who left the bargaining unit, but remained continuously employed with the Sheriff's Office for another three (3) years, and then returned to the bargaining unit, would have five (5) years of seniority rather than eight (8) years of seniority, and their seniority would begin to accrue again when they returned as a member of the bargaining unit. In addition, if the employee is returned to the bargaining unit due to failure to meet performance standards in the promoted position, the demotion will not be counted against him/her as a step in progressive discipline. In addition, a regular status employee who voluntarily resigns or retires in good standing, may, within twelve (12) months of their effective date of separation, be reinstated to a vacant position and will have their seniority rights restored to the amount they had when they left the bargaining unit.

4. Seniority Forfeiture. Employees who were members of the bargaining unit, and who left the bargaining unit and employment with the Sheriff's Office, shall forfeit their seniority rights upon returning to the bargaining unit.
5. Breaking Ties. Ties in seniority shall be broken by randomly drawing names of the employees printed on paper of equal size, folded, stapled, and mixed in random fashion in a box, hat, or other suitable container. The drawings will be carried out by the Guild President and the Sheriff or their designees.
6. Job Vacancies. The Sheriff's Office shall post notice of job vacancies for both new and existing positions within the Bargaining Unit in one of the following ways, at option of the Sheriff's Office:
 - a. Promotions. The Sheriff's Office may fill a job vacancy from within the department through an internal departmental posting only. Such notice shall be posted a minimum of five (5) working days before filling the job vacancy.
 - b. Internal Posting. The Sheriff's Office may post notice of a job vacancy internal to the Sheriff's Office for Sheriff's Office 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 filling the job vacancy.
 - c. Outside Posting. The Sheriff's Office may post notice of a job vacancy to the general public. Such notice shall be posted ten (10) working days before filling the job vacancy. In the event the ten (10) working days posting requirement imposes an unusual hardship upon the County, the County may reduce the posting period to five (5) working days.

The County shall encourage the Sheriff's Office to utilize the promotion or internal posting procedures prior to public recruitment whenever possible.

7. Promotions. When an employee is promoted from one classification to another within the bargaining unit, the employee's actual salary for the position into which the employee is promoted shall be at least 2.5% greater than the employee's salary at the formerly held position and/or at least 2.5% greater than the salary the employee would have been entitled to had the employee retained the formerly held position for ninety (90) additional days.
8. Layoffs and Recall Procedures. For the purpose of layoff, seniority shall be defined as an employee's length of continuous service with the bargaining unit in a full-time or part-time status (based on total hours).
 - a. Layoff Procedures: In the event of a layoff, seniority and ability shall be the factors in determining which employees, within the affected classification within a department will be laid off. When ability is substantially equal, seniority shall be the determining factor. Ability shall be determined by use of the employee's performance evaluations within the last two (2) years within the affected classification. No regular employees shall be laid off while there are temporary or new trial service employees serving within the affected

classification within the Department. Laid off employees shall be given two (2) weeks' notice, in writing, or, at the County's option, two (2) weeks of separation pay.

- b. Recall within Department of Layoff: When the County rehires in a department after a layoff has occurred, the County shall first attempt to rehire those employees who were laid off from the affected classification within the department within the previous year in the reverse order of their layoff, if they are available for work. In addition, employees laid off within the previous year may be considered, if available for work, for positions of equal or lower classifications for which they meet the minimum qualifications. Such rehired employees shall return with bargaining unit seniority for purposes of computing fringe benefits, except the period of layoff shall not be counted. Laid off employees shall retain seniority for recall purposes for twelve (12) months following the effective date of the layoff. Fringe benefits shall include annual leave, sick leave and longevity.
- c. Re-employment in Other Departments: Laid-off employees may request to be considered for re-employment in other County departments for positions within current classifications or any equal or lower classifications for which they are determined to meet the minimum qualifications. Laid-off employees shall notify the County Personnel Office and shall complete a Layoff Personnel Form identifying the positions for which they are potentially qualified. Qualified employees shall receive consideration by individual departments prior to open recruitment and hiring of new employees for regular full-time or regular part-time position vacancies. Laid-off employees shall be eligible to receive such consideration for a period of twelve (12) months from their effective date of layoff.

It shall be the responsibility of the employee on layoff to inform the County of any change of his/her address. Notification of recall shall be by certified mail, and employee response required within ten (10) working days of notification.

- d. Employees laid off from their classification(s) may "bump" the least senior employee in an equal or lower classification previously held by the employee within the same department and for which he/she is qualified to perform with minimal in-house training.

Section H – Overtime.

1. Except as otherwise provided below, employees shall be compensated for all work performed in excess of the employee's regular shift of work (either of eight (8) hours or ten (10) hours of actual work in any one (1) day), or forty (40) hours of actual work in any seven (7) day week work cycle at one and one-half (1 ½) times the employee's regular rate of pay. For these purposes, compensatory time off shall be considered actual hours of work.

2. Paid benefit time (e.g., annual leave, holiday, sick leave, bereavement) other than compensatory time off shall be considered time worked for purposes of overtime calculation only when an employee is **required** to work overtime (i.e., placed on mandatory overtime) under the following circumstances: (a) a regularly scheduled furlough day off; (b) a day for which he/she had pre-approved annual leave; or (c) as provided in Section 5, Call-back Pay, below.
3. All overtime must be authorized in advance by the Sheriff or designee, except in cases of emergency.
4. Compensatory Time. In lieu of the pay set forth in Section 1 above, employees may opt to receive overtime compensation in the form of one and one-half (1 ½) hours of compensatory time off, for each hour of overtime worked; **Provided**, that any earned compensatory time off shall be scheduled by mutual agreement of the employee and County; **Provided further**, the maximum accrual of compensatory time shall not exceed eighty (80) hours. Employees shall notify the Sheriff or his designee of his/her decision to take compensatory time off or paid compensation at the overtime rate, when advised of his/her overtime duties.
5. Call-back Pay. Employees who have completed their scheduled work day or are on paid leave or days off, who are subpoenaed to give testimony in court about events arising out of the employment, except in civil cases, or are required by the Sheriff or designee to report back to work, shall receive a minimum of two (2) hours pay at the applicable overtime rate. When an employee completes his/her testimony or call-back assignment, the employee shall be released from duty.
6. Non-mandatory training requested by and approved for an employee shall not be considered in calculating overtime.
7. The Sheriff's Office will make reasonable efforts to ensure that overtime assignments are made on an equitable basis.

Section I – Out of Class Pay.

1. Employees who are required to act as a supervisor shall receive an additional five percent (5%), based on the employee's hourly rate of pay, as acting supervisor pay premium for the hours the employee works on the shift as a supervisor.
2. An employee assigned as a Field Training Officer (FTO) shall, for the period of time while assigned to perform such duties, receive an additional five percent (5%), based on the employee's hourly regular rate of pay, for the actual hours worked on the shift as an FTO.
3. Employees assigned by their supervisor to perform the duties of a higher-level job classification for one shift or more, shall receive an additional five percent (5%) based upon the employee's hourly rate of pay for the hours worked in the higher-level job classification; **provided**, the employee working out of class is performing the scope of duties principally ascribed to the higher-level job classification.

4. **Bilingual Assignment Pay:** An employee assigned as a Bilingual Interpreter shall, for the period of time while assigned to perform such duties, receive an additional three percent (3%), based on the employee's hourly regular rate of pay, for the actual hours worked on the shift as a Bilingual Interpreter, rounded up to the nearest 15 minutes; **provided**, to be assigned as a Bilingual Interpreter, an employee must be certified in accordance with certification requirements determined by the Sheriff.

Section J – Shift Differential.

Employees shall receive an additional twenty-five cents (\$.25) per hour for swing shift and an additional thirty-five cents (\$.35) per hour for graveyard shift; **Provided**, shift differential pay shall only be paid for swing or graveyard shifts actually worked.

ARTICLE III – INSURANCE

Section A – Health & 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 for coverage effective from January 2019 through December 2020, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.

1. **Medical Benefits:**

a. **County Contribution:**

- 1) **Regular full-time employees:** for regular employees with an established and approved FTE (Full Time Equivalent) of .75 and above, the County shall absorb the full rate increase to the Premera and Kaiser administered plans in both 2019 and 2020. Employees' contribution rates will remain at 2018 levels through the life of the contract. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter. For example, if the rates increase by three percent, both the County and employee rates will increase by three percent. If the rates are expected to increase by more than five percent (5%), the parties agree to explore plan design changes through the Medical Benefits Committee to keep the increase at or below five (5%) percent.
- 2) **Regular part-time employees:** for regular employees working less than full time (approved FTE of less than .65 and at or above .5), the County will prorate the amount of its contributions in to .65 percent of full-time FTE.

b. Waiver of Medical Coverage:

- 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.
- 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. For coverage effective January 1, 2018, this pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65.

c. **Double Coverage:** County employees may have double coverage under County-sponsored medical plans.

2. Dental Benefits:

a. County Contribution:

- 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. The County will contribute fifty percent (50%) of the dependent rate or twenty-five dollars (\$25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
- 2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.

b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.

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

d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care dental plan.

3. **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.
4. **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.
5. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees..
6. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
7. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
8. **Pre-tax payments:** Effective with the benefit year of 2018, all employee contributions will be made pre-tax.
9. **WA Paid Family & Medical Leave:** Effective January 1, 2019, the County will contribute thirty-seven (37%) of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04. In the event the County agrees to pay more than this state mandated minimum for any non-interest eligible bargaining unit, the County agrees to pay that same additional amount for Guild bargaining unit members.
10. **Third Party Administrator:** The parties recognize that the County is issuing a request for proposals to select a new vendor to administer the medical and pharmacy benefit plans currently administered by Premera; this change would take effect January 1, 2020. The plans offered will be substantially similar to the plans currently administered by Premera; it is not the intent of the parties to alter co-pays, deductibles or other terms fo the plan design, except as mutually agreed upon by the parties.

Medical Benefits Committee

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

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

Section B – Retirement.

County shall make whatever County retirement contributions are required to be made by statute.

ARTICLE IV – LEAVE/HOLIDAY

Section A – Holidays.

1. The County shall observe the following as paid holidays

COMMONLY CALLED

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The Day following Thanksgiving Day
Independence Day	Christmas Day
Two Floating Holidays	

These holidays will be observed on the date that the County normally recognizes for all other County employees. If the employee observes the holiday by taking the day off, the employee shall receive eight (8) hours of pay for the holiday at their regular rate of pay. If an employee is required to work on one (1) of the above-listed holidays or if the holiday is celebrated on one (1) of the employee's regular days off, the employee shall receive a day (8 hours) of annual leave for each such holiday.

- a. Holiday compensation for employees not regularly required to work the observed holidays.

Employees who are not regularly required to work on one of the above-listed holidays but who are required to work on one of the above-listed holidays, in addition to receiving the compensation set forth in subsection 1,(a) of this Article, shall, at their option, be paid at a rate of time and one-half (1 1/2) or receive one and one-half (1 1/2) hour of compensatory time off, for each hour actually worked on one of the above-listed holidays (except Floating Holiday).

- b. Holiday compensation for employees required to work holidays.
 - i. Employees who are regularly required to work on holidays, in addition to receiving the compensation set forth in subsection 1.(a) of this Article, shall be paid at their regular rate of pay for each hour actually worked on such holidays, except as provided below.
 - ii. Employees who are regularly required to work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, in addition to the compensation set forth in subsection 1. (a) of this Article, shall, at their option, be paid at a rate of time and one-half (1 1/2) or receive one and one-half (1 1/2) hour of compensatory time off, for each hour actually worked on such holidays.

2. The two Floating holidays may be taken by an employee, including a probationary employee, at any time during the calendar year, with prior approval of the Sheriff or designee. The Floating holidays shall not accumulate from year to year.

3. Except as required under State and Federal Medical/Family leave laws, employees who are on leave without pay the day before or the day after a holiday shall not receive compensation for the affected holiday.

Section B – Annual Leave

1. Annual leave with pay for all employees shall be earned as follows:

Upon Employment	12 days (96 hours) per year
Upon completion of three years (36 months) of employment	15 days (120 hours) per year
Upon completion of five years (60 months) of employment	20 days (160 hours) per year
Upon completion of ten years (120 months) of employment	25 days (200 hours) per year

Provided, current employees who possess twelve (12) years (144 months) of employment on November 9, 1992, shall continue to earn thirty (30) days (240 hours) of annual leave.

2. Employees shall attempt to use annual leave during the year in which it is earned. Requests for annual leave must be approved in advance by the Sheriff or designee. Annual leave shall be taken at times scheduled by the Sheriff or designee. Employees are encouraged to maintain an adequate leave balance.

3. Upon separation of an employee by retirement, resignation with two (2) weeks notice, 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; **Provided**, employees who are members of the Public Employees' Retirement System (PERS) shall have no more than two hundred and forty (240) hours paid upon retirement.

4. No more than 45 days (360 hours) of annual leave may be carried by an employee from one calendar year to the next. If an employee is prevented by the County from taking paid leave, and if, as a result of such the employee has more than 45 days (360 hours) of annual leave accumulated on December 31, then the employee shall be paid for such leave in excess of 45 days (360 hours) at the employee's then paid regular rate of pay by January 31.

Section C – Sick Leave

1. Employees hired after May 31, 1988, shall earn and accumulate sick leave at the rate of one (1) day (8 hours) for each full month of employment; **Provided**, not more than one hundred and fifty (150) days (1200 hours) of sick leave may be carried from one calendar year to the next.

2. Employees hired on or before May 31, 1988, shall earn and accumulate sick leave at the rate of one and one-half (1 1/2) days (12 hours) for each full month of employment; **Provided**, not more than one hundred and fifty (150) days (1200 hours) of sick leave may be carried from one (1) calendar year to the next.

3. Full-time employees hired on or after January 1, 2018 will be advanced six months' accrual of sick leave for immediate use. Part-time employees will have their sick leave advanced at a prorated amount equal to their budgeted FTE status. Additional sick leave hours will accrue beginning the 7th month of employment. As a condition for the advancement of sick leave, if employment ends prior to the last day of the sixth month of employment, the employee will reimburse the County for sick leave hours used in excess of 8 hours for full-time employees, or the amount that they would have accrued as a prorated amount for each month of employment. The advancement of leave only applies to initial hire.

4. Paid sick leave may be used for the following:

- a. An employee's mental or physical illness, injury or health condition;
- b. Preventive care such as a medical, dental or optical appointments and/or treatment;
- c. Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
 - i. "Family member" is defined as:

- a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c) A spouse;
 - d) A registered domestic partner;
 - e) A grandparent;
 - f) A grandchild; or
 - g) A sibling
- ii. Accrued sick leave may be used for bereavement leave as provided in this Agreement under the section related to "Bereavement Leave."
- d. Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
 - e. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.
 - i. Authorized use of paid sick leave for domestic violence, sexual assault or stalking includes:
 - Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.
 - Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
 - Attending health care treatment for a victim who is the employee's family member.
 - Obtaining, or assisting the employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.
 - To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
 - Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

5. Application

- a. Paid sick leave hours will be compensated at an employee's regular rate of pay. Paid sick leave hours will not count towards the calculation of overtime.
- b. All sick leave taken shall reduce the sick leave most recently accrued. Employees will be notified of their paid sick leave balances each month on their pay stub or electronic statement, including:
 - i. Accrued paid sick leave since the last notification
 - ii. Used paid sick leave since the last notification
 - iii. Current balance of paid sick leave available for use
 - iv. *If applicable* – donations via the shared leave program

6. Sick Leave Reporting

- a. Employees shall report to their immediate supervisor or designee their need to use sick leave prior to the start of their shift each day of their absence unless otherwise arranged. If the leave is foreseeable, employees shall give 10 days' notice, or as early as practicable.
- b. Use of sick leave by non-FLSA exempt employees longer than 3 consecutive work shifts may require verification within 10 calendar days following the first day of leave, with the exception of leave for domestic violence. For FLSA exempt employees, use of sick leave may require a certificate from the employee's health care provider, if requested by the Employing Official.
- c. Employees may not use or substitute sick leave when an injury or illness occurs while on previously approved leave or compensatory time. Employees may request a change of pre-approved time off prior to the beginning of that leave period if circumstances change.

Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Non-exempt Employees will not be disciplined for the lawful use of paid sick leave. If an employee feels they are being discriminated or retaliated against, the employee may contact the Human Resources Department.

7. Upon retirement, employees who are members of the Public Employees' Retirement System (PERS) will receive payment for fifty percent (50%) of all sick leave accrued prior to January 1, 1985, based upon the rate of pay at the time of retirement. Any use of sick leave accrued prior to January 1, 1985, during the employment period beyond January 1, 1985, shall reduce the total accrued sick leave eligible for retirement payments and that balance shall not be replenished at any time.

8. Upon an employee's death, the employee's beneficiary will receive payment for all accumulated sick leave based upon the rate of pay at the time of death.

9. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio. (As an example, if the employee earned twelve (12) days sick leave in a calendar year and used no sick leave, they could convert the twelve (12) days to 1.2 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 31st.

10. Employees may use two days of sick leave to volunteer either in their child's (including grandchild's) school or in a recognized 501(c)(3) nonprofit organization that provides services to Kitsap County residents, pursuant to the County's Employee Volunteer Activities Policy.

Section D – Bereavement Leave

1. Bereavement leave with pay shall be allowed when an employee experiences a death in the employee's immediate family. For the purposes of bereavement leave, immediate family members shall include the following, whether related by blood or marriage or through registered domestic partnership):

- Spouse/registered domestic partner
- Child, Grandchild, Great-grandchild
- Sibling
- Parent, Grandparent, Great-Grandparent
- Aunt, Uncle, Niece, Nephew

2. No more than three (3) shifts of bereavement leave shall be allowed per occurrence. Bereavement leave is not cumulative. In the event the employee needs additional time off to grieve, the employee may take additional time and such time shall be charged to the employee's chosen accrued leave account, at the employee's option, or leave without pay if the employee has no accrued paid leaves. An employee shall obtain approval of the immediate supervisor prior to taking bereavement leave; **Provided**, if the need for bereavement leave is not anticipated, the employee shall, as soon as is practicable, notify the immediate supervisor and obtain verbal approval.

Section E – Inclement Weather/Extraordinary Events

Because the Kitsap County Sheriff's Office is an emergency service provider, it is recognized that all employees are considered essential personnel and are required to report for work regardless of severe weather or extraordinary events (earthquake, power outage, etc.) that may or may not result in the closure of the Courthouse or other County services. In the event that an employee feels that they cannot safely travel to their workplace due to the event, they must make reasonable efforts to notify their Division Chief or designee and

may utilize accrued annual leave, compensatory time or receive "leave without pay" (without loss of seniority).

If the Sheriff exercises his discretion to close the office on a temporary basis, employees who were not required to report to work would be eligible to receive paid administrative time off if paid administrative time off is authorized for Courthouse employees. If the employee is already on leave when the office is closed for any period of time due to inclement weather or an extraordinary event, the employee will continue to receive that same approved leave and will not be able to change to administrative time off for that time period. Further, the Sheriff may require the employee to report to work at the usual time and location, or to reassign worksites, regardless of closures of the Courthouse or other County departments.

Notice of office closure and release from duty will be provided by a recorded message left on KCSO telephone line or by other means the Sheriff may elect to use. Notification will be posted no later than 6:00 AM.

Section F – Leave of Absence without Pay

1. Any employee may take leave of absence without pay upon prior written approval by the Sheriff. No approved leave of absence under this Section shall be taken unless the employee first expended all allowable accumulated leave; **Provided**, this prohibition may be waived upon application to, and at the discretion of, the Board of County Commissioners.
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.
3. Leave of absence shall be granted at the sole discretion of the Sheriff.
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; **Provided**, that period that an employee is on leave of absence without pay in excess of thirty (30) days shall not be included in cumulated seniority calculation. An employee, during leave of absence, may continue insurance benefits if permitted by the insurance carrier; **Provided**, such employee makes arrangements for payment of employee and employer premiums unless otherwise entitled to employer medical insurance continuation under federal or state law.

ARTICLE V – GENERAL

Section A – Term.

The Agreement shall become effective on January 1, 2019 and shall remain in full force and effect through December 31, 2020.

Section B – Entire Agreement.

All prior agreements either oral or written are hereby cancelled and this Agreement constitutes the entire agreement between the parties.

Section C – Future Negotiations.

1. Negotiations on proposed amendments to this Agreement may be had at any time by mutual agreement of Guild and County. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiation.
2. The County is anticipating replacing its payroll and HRIS system in 2019 and the parties agree to reopen to address changes that may be necessary to implement the new system.
3. On or before September 1, 2020, the Guild and County shall meet to discuss and negotiate a replacement for this Agreement. This date may be adjusted by mutual agreement of the parties. Each party is encouraged to submit to the other written replacements for this Agreement. Each party will diligently investigate and analyze proposals submitted by the other. In the event that agreement is not reached upon the initial meeting, the parties shall thereafter meet as frequently as necessary to reach agreement. Both Guild and County pledge to bargain and negotiate in good faith.

Section D – Superiority.

Any provision of this Agreement that contravenes any federal, State or local law is invalid.

Section E – Severability.

In the event that any portion of this Agreement is held invalid to any party, person or circumstances, the remainder of the Agreement or its application to any other party, person or circumstances shall not be affected. If any portion is held invalid, the Guild and County shall meet forthwith and proceed to negotiate a replacement provision.

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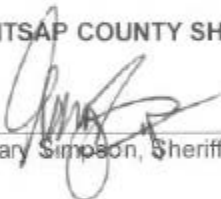
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KITSAP COUNTY SHERIFF'S SUPPORT GUILD

	1-14-19
_____ Jessica Cookson, President	Date
	1-14-19
_____ Brian Borchering, Vice-President	Date
	1-23-19
_____ Jennifer Dague, Secretary	Date
	1-14-19
_____ Brenda Landolt, Treasurer	Date

DATED this 13 day of FEBRUARY 2019

KITSAP COUNTY SHERIFF'S OFFICE



Gary Simpson, Sheriff

DATED this 11th day of JANUARY 2019

BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON





EDWARD E. WOLFE, Chair

NOT PRESENT

CHARLOTTE GARRIDO, Commissioner



ROBERT GELDER, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

APPENDIX A

SUPPORT GUILD BARGAINING UNIT POSITIONS

Sheriff Support Assistant

(associated job title: Office Assistant 1).

Sheriff Support Specialist

(associated job titles: Support Services Specialist, and Administrative Support Specialist).

Sheriff Support Coordinator

(associated job titles: Evidence/Property Control Specialist, Investigative Support Specialist, and Support Services Specialist Lead).

Sheriff Support Supervisor

(associated job title: Support Services Supervisor)

Fiscal Support

(associated job title: Fiscal Technician 2)

APPENDIX B

Salary Schedule

Sheriff Support Guild Salary Schedule (K pay scale)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Effective 1.6.2020 Step 15*
Pay Grade: KB1																
Job Type	Description															
FS1KBN	Fiscal Support Tech	\$42,536.00	\$43,596.80	\$44,678.40	\$45,801.60	\$46,945.60	\$48,110.40	\$49,316.80	\$50,544.00	\$51,812.80	\$53,102.40	\$54,433.60	\$55,785.60	\$57,179.20	\$58,614.40	\$60,070.40
OC2KBN	Sheriff Support Tech	\$20.45	\$20.96	\$21.48	\$22.02	\$22.57	\$23.13	\$23.71	\$24.30	\$24.91	\$25.53	\$26.17	\$26.82	\$27.49	\$28.18	\$28.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Effective 1.6.2020 Step 15*
Pay Grade: KB3																
Job Type	Description															
OC3KBN	Sheriff Support Coord	\$49,732.80	\$50,980.80	\$52,249.60	\$53,560.00	\$54,891.20	\$56,264.00	\$57,678.40	\$59,113.60	\$60,590.40	\$62,108.80	\$63,668.80	\$65,270.40	\$66,892.80	\$68,556.80	\$70,262.40
		\$23.91	\$24.51	\$25.12	\$25.75	\$26.39	\$27.05	\$27.73	\$28.42	\$29.13	\$29.86	\$30.61	\$31.38	\$32.16	\$32.96	\$33.78

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Effective 1.6.2020 Step 15*
Pay Grade: KB5																
Job Type	Description															
OC4KBM	Sheriff Support Spvr	\$56,929.60	\$58,344.00	\$59,800.00	\$61,297.60	\$62,836.80	\$64,417.60	\$66,019.20	\$67,662.40	\$69,347.20	\$71,073.60	\$72,841.60	\$74,672.00	\$76,544.00	\$78,457.60	\$80,412.80
		\$27.37	\$28.05	\$28.75	\$29.47	\$30.21	\$30.97	\$31.74	\$32.53	\$33.34	\$34.17	\$35.02	\$35.90	\$36.80	\$37.72	\$38.66

*Step 15 effective the first full pay period in January 2020

APPENDIX C

Additional County Policies

The following policies apply to the employees within this collective bargaining agreement in addition to other policies listing within the body of the agreement.

County Personnel Manual Policies

Kitsap County Annual Leave Donation Plan, Appendix B
Kitsap County Drug Free Workplace Policy, Chapter 2, Section G, Appendix E
Employee Assistance Program, Chapter 9, Section L
Employee Volunteer Activities Policy, Appendix R
Electronic Communications, Chapter 9, Section E, Appendix F
Employee Responsibilities, Chapter 9, Section A
Equal Employment Opportunity Policy, Chapter 2, Section A
Family Medical Leave Act Policy, Appendix G
Policy Prohibiting Discrimination and Harassment, Chapter 2, Section B, Appendix H
Prevention of Workplace Violence Policy, Chapter 2, Section K, Appendix L
Sexual Harassment, Chapter 2, Section B, Appendix H
Travel Policy, Chapter 10, Section K, Appendix K
Whistleblower Protection, Chapter 2, Section H, Appendix P
Workers Compensation Policy, Chapter 8, Section I

Loss Control Policies (County Risk Management Policies)

Developing Safe Workplace/Emergency Response Plans
Establishing The Central Safety Committee
Managing Claims For Damages
Preventing And Reporting Exposures To Bloodborne Pathogens
Providing Orientation And Safety Training To New Employees
Providing Time Loss
Providing Vocational Rehabilitation To Injured Employees
Reporting Damage Of County Property
Reporting Incidents And Accidents
Reporting Occupational Illness or Injuries
Reporting Vehicle Collisions
Responding To Bomb Threats Or Suspicious Letters And Packages
Returning Injured Employees To Work

APPENDIX D

SUPPORT GUILD CODE OF CONDUCT

CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY

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**CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY
FOR
KITSAP COUNTY SUPPORT GUILD MEMBERS**

I. PREAMBLE

WHEREAS, all employees of the Sheriff's Office, including all members of the Sheriff's Office Support Guild (hereinafter called, "the Guild"), Support Guild member are vested with a public trust which requires that they consistently demonstrate the highest degree of integrity and good moral character; and

WHEREAS, the need to maintain high standards of moral character, integrity, knowledge, and trust requires the establishment of a Code of Professional Conduct and Responsibility for the Support Guild's members, as a matter of the highest significance to the health, welfare, and safety of the citizens of this state; and

WHEREAS, the establishment of a Code of Professional Conduct and Responsibility for the Support Guild's members, which includes Canons of Ethics, minimum standards, and rules of professional conduct, requires the granting of authority to enforce these rules of professional conduct through disciplinary action as necessary for the protection of the health, welfare, and safety of the public;

BE IT RESOLVED that the need to maintain high standards of moral character, integrity, knowledge, and trust require that Support Guild members establish and conform to a Code of Professional Conduct and Responsibility for the Support Guild's members.

II. GENERAL STATEMENT

Support Guild members are granted a public trust which requires that they consistently demonstrate the highest degree of integrity. To be worthy of this public trust, and to ensure that their professional conduct is above reproach, members of the Support Guild must not only conform to a Code of Ethics but must also abide by these Canons of Ethics, Ethical Standards, and Disciplinary Rules which constitute this Code of Professional Conduct and Responsibility as a means of internal regulation.

The essence of a profession requires that in addition to prescribing a desired level of performance, it must establish minimum standards of ethical conduct with prescribed rules for internal discipline to ensure compliance. Accordingly, this Code of Professional Conduct and Responsibility is established for the Support Guild's members.

The rules of professional conduct enumerated in Section IV shall be binding upon all Support Guild members. The violation of these rules constitutes unprofessional conduct, and shall be grounds for disciplinary action, ranging from verbal reprimand to termination.

III. DEFINITIONS

This Code of Professional Conduct and Responsibility for Kitsap County Support Guild members is comprised of nine Canons of Ethics, with expository statements in the form of Ethical Standards, Disciplinary Rules, and Enforcement Procedures. Following are definitions of these terms, as used in the context of the code.

- A. “*Support Guild member*” means a regular, part time and full-time employee of Kitsap County Sheriff’s Office who holds a position identified in the classifications in Appendix A.
- B. “*Canons*” are statements of axiomatic norms, expressing in general terms the standards of professional conduct expected of Support Guild members in their relationship with the public, the criminal justice system, and the Support Guild member’s profession. They embody the general concepts from which the Ethical Standards and the Disciplinary Rules are derived.
- C. “*Ethical Standards*” are directional statements that represent the objectives toward which every Support Guild member shall strive. They constitute a body of principles that can be relied upon by Support Guild members for guidance in specific situations.
- D. “*Disciplinary Rules*” are mandatory precepts that specify an unacceptable level of conduct for all Support Guild members, regardless of their rank or the nature of their assignment. Any Support Guild member that violates any rule shall be guilty of unprofessional conduct, and shall be subject to disciplinary action. Violation of disciplinary rules requires appropriate adjudication through a continuum of disciplinary action, ranging from verbal reprimand to termination and/or criminal prosecution of other administrative action sanctioned by law, as dictated by the individual case.
- E. “*Enforcement Procedures*” prescribes the fundamental rights of an accused e Support Guild member which shall be adhered to in each and every disciplinary investigation or proceeding against the Support Guild member. This does not preclude an employing agency from establishing a more comprehensive procedure, but serves to guarantee to each Support Guild member a minimum procedure that ensures fair and just treatment.
- F. “*Administrative investigation*” is an investigation conducted to determine whether or not an employee has violated any provision of this code, or an agency rule or regulation; or whether an employee is impaired or unfit to perform the duties and responsibilities of a Support Guild member.
- G. “*Formal discipline*” refers to the final adjudication of administrative or disciplinary charges. Formal discipline shall be deemed final only after an employee has exhausted or waived all legal remedies available and actual discipline has been invoked.
- H. “*Employing Agency*” includes both Kitsap County Sheriff’s Office and Kitsap County.

IV. SUPPORT GUILD MEMBER CANNONS OF ETHICS

With
ETHICAL STANDARDS and DISCIPLINARY RULES

CANON ONE

SUPPORT GUILD MEMBERS SHALL UPHOLD THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF THE STATE OF WASHINGTON, AND ALL LAWS ENACTED OR ESTABLISHED PURSUANT TO LEGALLY CONSTITUTED AUTHORITY.

ETHICAL STANDARDS

- STANDARD 1.1 Support Guild members shall recognize that the primary responsibility of their profession and of the individual Support Guild member is the protection of the people within the jurisdiction of the United States through upholding of their laws. The most important of which are the constitution of the United States and the Constitution of the State of Washington.
- STANDARD 1.2 Support Guild members shall be aware of the extent and the limitations of their authority in the enforcement of the law.
- STANDARD 1.3 Support Guild members shall take reasonable steps to keep apprised of new enactments of the laws they enforce and/or apply to their specific job duties.
- STANDARD 1.4 Support Guild members shall endeavor to uphold the spirit of the law, as opposed to enforcing merely the letter of the law.
- STANDARD 1.5 Support Guild members shall respect the dignity and the human rights of all individuals, and shall uphold the Constitutional rights of all persons.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 1.1 they knowingly violate the Constitutional rights of any person.
- RULE 1.2 they willfully fail to take action under circumstances in which it is clearly within their scope of duties and ability to protect the Constitutional rights of another and is consistent with their training.

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- RULE 1.3 they demonstrate by their performance, either by acts of commission or omission, that they lack sufficient knowledge of the law to properly perform their duties.
- RULE 1.4 they willfully abuse their authority.
- RULE 1.5 they willfully fail to take action in the enforcement of legally enacted laws under circumstances in which refusal to take action would be considered an abuse of their authority .

CANON TWO

SUPPORT GUILD MEMBERS SHALL BE AWARE OF AND SHALL UTILIZE PROPER AND ETHICAL PROCEDURES IN THE DISCHARGE OF THEIR OFFICIAL DUTIES AND RESPONSIBILITIES.

ETHICAL STANDARDS

- STANDARD 2.1 Support Guild members shall truthfully, completely, and impartially report, testify, and present evidence in all matters of an official nature.
- STANDARD 2.3 Support Guild members shall follow legally sanctioned practices in those areas applicable to their position description and job duties.
- STANDARD 2.4 Support Guild members shall follow the principles of integrity, fairness, and impartiality in connection with their duties.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 2.1 they knowingly, with intent to deceive or misrepresent, omit relevant facts or otherwise falsify an official report.
- RULE 2.2 They knowingly, with intent to deceive or misrepresent, omit relevant facts or otherwise falsify information, testimony, or evidence, which they provide in their official capacity.
- RULE 2.3 they willfully allow expediency to replace compliance with lawfully required procedures.
- RULE 2.4 they willfully fail to deal fairly and impartially with those whom they contact in their official capacity.

CANON THREE

SUPPORT GUILD MEMBERS SHALL REGARD THE DISCHARGE OF THEIR DUTIES AS A PUBLIC TRUST AND SHALL RECOGNIZE THEIR RESPONSIBILITIES TO THE PEOPLE WHOM THEY SERVE.

ETHICAL STANDARDS

- STANDARD 3.1 Support Guild members, as professional, shall maintain an awareness of those factors affecting their responsibilities.
- STANDARD 3.2 Support Guild members, during the performance of their duty, shall diligently devote their time and attention to the effective and professional performance of their responsibilities.
- STANDARD 3.3 Support Guild members shall ensure that they are prepared for the effective and efficient undertaking of their assignment.
- STANDARD 3.4 Support Guild members shall maximize the use of the equipment and material available to them.
- STANDARD 3.5 Support Guild members shall be prepared to and shall respond effectively to the exigencies of their position.
- STANDARD 3.6 Support Guild members, with due regard for compassion, shall maintain an objective and impartial attitude in official contacts.
- STANDARD 3.7 Support Guild members shall not allow their personal convictions, beliefs, prejudices, or biases to interfere unreasonably with their official acts or decisions.
- STANDARD 3.8 Support Guild members shall recognize that their allegiance is to the People, then to their profession and the governmental entity or agency that employs them.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 3.1 they willfully fail to devote reasonable efforts to accomplish their assigned mission.
- RULE 3.2 they willfully use on-duty time for private business, personal pursuits, or other activities not related to official duties.

RULE 3.3 they willfully fail to accept the lawful duties and responsibilities directly related to their assigned tasks.

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RULE 3.4 they fail to make a reasonable effort to maintain the physical condition, mental condition, or knowledge necessary for the effective performance of official duties.

RULE 3.5 they willfully misuse, misappropriate, or waste equipment or material.

RULE 3.6 they willfully fail to care for or utilize properly the equipment or material available to them.

RULE 3.7 they willfully fail to remain alert and prepared to respond to any requirement of their position, whether by directed or self-initiated activity.

RULE 3.8 they knowingly allow personal convictions, values, beliefs, prejudices, or biases to interfere unreasonably with their lawful and ethical responsibilities as Support Guild members.

CANON FOUR

SUPPORT GUILD MEMBERS WILL SO CONDUCT THEIR PUBLIC AND PRIVATE LIFE THAT THEY EXEMPLIFY THE HIGH STANDARDS OF INTEGRITY, TRUST, AND MORAL TURPITUDE DEMANDED OF THEIR PROFESSION AND THE SHERIFF'S OFFICE.

ETHICAL STANDARDS

STANDARD 4.1 Support Guild members shall refrain from consuming intoxicating beverages to the extent that it results in impairment which brings discredit upon the profession or their employing agency, or renders them unfit for their next scheduled shift.

STANDARD 4.2 Support Guild members shall not consume intoxicating beverages while on duty and under no circumstances while in uniform.

STANDARD 4.3 Support Guild members shall not use any narcotics, hallucinogens, or any other controlled substances except when legally prescribed. When such controlled substances are prescribed, Support Guild members shall notify their supervisor of any limitations resulting from such use, as well as the expected duration of its use, prior to reporting for duty.

STANDARD 4.4 Support Guild members shall not engage in off-duty conduct that has reasonably foreseeable adverse effects on the Sheriff's Office reputation and/or on its ability to carry out its mission, and/or renders the Support Guild members unable to perform their duties.

STANDARD 4.5 Support Guild members shall not undertake any financial obligations which they know or reasonably should know they will be unable to meet, and shall pay all just debts when due.

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STANDARD 4.6 Support Guild members shall not engage in illegal political activities.

STANDARD 4.7 Support Guild members shall not permit or authorize for personal gain the use of their name or photograph and official title identifying them as a Sheriff's Office employee in connection with testimonials or advertisements for any commodity, commercial enterprise, or commercial service which is not the product of the involved member.

STANDARD 4.8 Support Guild members shall not engage in any activity which would create a conflict of interest, or would be in violation of any law.

STANDARD 4.9 Support Guild members shall at all times conduct themselves in such a manner that they do not bring discredit to their profession or their employing agency.

STANDARD 4.10 Support Guild members shall not manifest disrespect or insolent, mutinous, or other insubordinate attitude or conduct, either by action, speech or behavior.

STANDARD 4.11 Support Guild members shall conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow employees, superiors and subordinates throughout the employing agency

STANDARD 4.12 Support Guild members shall not engage in any strike, work obstruction or abstention, in whole or in part, from the full, faithful and proper performance of their assigned duties and responsibilities, except as authorized by law.

STANDARD 4.13 Support Guild members shall maintain a neutral position with regard to the merits of any labor dispute, political protest, or other public demonstration, while acting in an official capacity.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

RULE 4.1 they consume intoxicating beverages to the extent that it results in impairment which brings discredit upon the profession, or their employing agency, or renders them unfit for their next scheduled shift.

RULE 4.2 they consume intoxicating beverages when in uniform.

- RULE 4.3 they consume intoxicating beverages while on duty.
- RULE 4.4 they use any controlled substances not legally prescribed; or, when controlled substances are prescribed, they fail to notify their superior prior to reporting for duty of any limitations resulting from such use, as well as the expected duration of its use.
- RULE 4.5 they engage in any conduct in their personal or business affairs which adversely affects their performance, or brings discredit to their profession or their employing agency.
- RULE 4.6 they undertake any financial obligation which they know, or reasonably should know they will be unable to meet, and they fail without just cause to pay all debts when due.
- RULE 4.7 they engage in any illegal political activities.
- RULE 4.8 they permit or authorize for personal gain the use of their name or photograph and official title identifying them as Sheriff's Office employees, in connection with testimonials or advertisements of any commodity or commercial enterprise which is not the product of the involved member.
- RULE 4.9 they recommend to the public in any manner, when acting in their official capacity, the employment or procurement of a particular product, professional service, or commercial service with the intent to further the interests of one vendor over another, or to receive personal gain.
- RULE 4.10 they willfully engage in any activity which constitutes a conflict of interest or is in violation of any law.
- RULE 4.11 they engage in conduct unbecoming.
- RULE 4.12 they accept extra-departmental employment or participate in the management, operation, or ownership of any business or enterprise which conflicts with their responsibilities and obligations to the employing agency, or adversely affects their efficiency or effectiveness in the performance of official duties.
- RULE 4.13 they willfully refuse, fail to obey, or otherwise manifest an insubordinate attitude toward any lawful and proper order.
- RULE 4.14 they manifest disrespect, insolence, or mutinous conduct either by action, speech, or behavior.

RULE 4.15 they fail to conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow employees, superiors, and subordinates throughout the employing agency.

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RULE 4.16 they willfully engage in any strike, work obstruction or abstention, in whole or in part, from the full, faithful and proper performance of their assigned duties and responsibilities, except as provided by law.

RULE 4.17 they fail to maintain a neutral position with regard to the merits of any labor dispute, political protest, or other public demonstration, while acting in an official capacity.

CANON FIVE

SUPPORT GUILD MEMBERS SHALL RECOGNIZE THAT OUR SOCIETY HOLDS THE FREEDOM OF THE INDIVIDUAL AS A PARAMOUNT PRECEPT, WHICH SHALL NOT BE INFRINGED UPON WITHOUT LEGAL, JUST, OR NECESSARY CAUSE.

ETHICAL STANDARDS

STANDARD 5.1 Support Guild members shall not restrict the freedom of individuals except to the extent necessary to legally and reasonably apply the law.

STANDARD 5.2 Support Guild members shall recognize the rights of individuals to be free from capricious or arbitrary acts which deny or abridge their fundamental rights as guaranteed by law.

STANDARD 5.3 Support Guild members shall not use their official position to detain any individual, or to restrict the freedom of any individual, except in the manner and means permitted or prescribed by law.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

RULE 5.1 they abuse the authority vested in them by willfully restricting the freedom of any person without legal justification.

RULE 5.2 they act in an arbitrary manner to deny any person a fundamental right without legal justification, whether through direct action or by refusing to act in a reasonable manner to protect a person whose rights are being denied.

RULE 5.3 they use their official position to detain, or to restrict the freedom of any individual, by a method or means that is contrary to law.

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CANON SIX

SUPPORT GUILD MEMBERS SHALL ASSIST IN MAINTAINING THE INTEGRITY AND COMPETENCE OF THEIR PROFESSION.

ETHICAL STANDARDS

- STANDARD 6.1 Support Guild members shall recognize that every person in our society is entitled to professional, effective, and efficient law enforcement services.
- STANDARD 6.2 Support Guild members shall comport themselves so as to set exemplary standards of performance for all law enforcement personnel.
- STANDARD 6.3 Support Guild members shall maintain the integrity of their profession through complete disclosure of those who violate any of these rules of conduct, violate any law or who conduct themselves in a manner which tends to discredit the profession.
- STANDARD 6.4 Support Guild members shall have responsibility for reporting to proper authorities any known information which would serve to disqualify candidates from transferring within or entering the profession.
- STANDARD 6.5 Support Guild members shall be responsible for maintaining a level of education and training that will keep them abreast of current techniques, concepts, laws, and requirements of the profession.
- STANDARD 6.6 Chief executives shall accept the responsibility of utilizing all available resources and the authority of their office to maintain the integrity of their agency and the competency of their employees. These Canons, Ethical Standards, and Disciplinary Rules shall apply to all employees of a duly constituted political entity, from the chief administrator to the most junior employee.
- STANDARD 6.7 Support Guild members shall assume a leadership role in furthering their profession by encouraging and assisting in the education and training of other members of the profession.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 6.1 they willfully fail to expend the required effort in the provision of services, whatever the status of the recipient.
- 11-
- RULE 6.2 they willfully fail to maintain or demonstrate the degree of competency expected of their position.
- RULE 6.3 they knowingly fail to disclose or report to proper authority those employees who are incompetent, in circumstances in which the incompetence puts the public, fellow employees, or themselves in jeopardy, or are dishonest or in willful violation of any of these rules or standards of professional conduct.
- RULE 6.4 they knowingly fail to disclose or report to proper authority, or to assist in the exposure of those employees who commit any act which brings discredit to the agency, or who otherwise demonstrate themselves to be unsuited for employment in the Sheriff's Office.
- RULE 6.5 they knowingly fail to disclose to proper authority any adverse or derogatory information at their disposal which might serve to disqualify any candidate from transferring within or entering the agency.
- RULE 6.6 they demonstrate by their performance a lack of sufficient knowledge of current techniques, concepts, laws and requirements of their position to properly, efficiently, and effectively perform their duties.
- RULE 6.7 they use their position to exempt themselves from compliance with any law applicable to the general public.
- RULE 6.8 they knowingly fail to report to superiors, or to act within their sphere of responsibility to correct, through training and education, employees deficient in their performance.
- RULE 6.9 they, as chief executives willfully fail to accept the responsibility of utilizing available resources or fail to assert the authority of their office in maintaining the integrity of their agency and the competency of their employees.

CANON SEVEN

SUPPORT GUILD MEMBERS SHALL COOPERATE WITH OTHER OFFICIALS AND ORGANIZATIONS WHO ARE USING LEGAL AND ETHICAL MEANS TO ACHIEVE THE GOALS AND OBJECTIVES OF THE SHERIFF'S OFFICE.

ETHICAL STANDARDS

- STANDARD 7.1 Support Guild members, within legal and agency guidelines, shall share with personnel both within and outside their agency, appropriate

information that will facilitate the achievement of criminal justice goals or objectives.

- STANDARD 7.2 Support Guild members, whether requested through appropriate channels or called upon individually, shall render needed assistance in the proper performance of their duty.
- STANDARD 7.3 Support Guild members shall, within legal and agency guidelines, endeavor to communicate to the people of their community the goals and objectives of the agency and keep them apprised of conditions which threaten the maintenance of an ordered society.
- STANDARD 7.4 Support Guild members shall recognize their role in the criminal justice system and shall accept the responsibility for maintaining liaison, providing assistance, and striving to improve the effectiveness of that system.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 7.1 they willfully fail to render appropriate assistance to other criminal justice agencies.
- RULE 7.2 they willfully fail to cooperate, within legal and agency guidelines, with personnel of other criminal justice agencies

CANON EIGHT

SUPPORT GUILD MEMBERS SHALL NOT COMPROMISE THEIR INTEGRITY, OR THAT OF THEIR AGENCY OR PROFESSION, BY ACCEPTING, GIVING, OR SOLICITING ANY GRATUITY.

ETHICAL STANDARDS

- STANDARD 8.1 Support Guild members shall refuse to offer, give, or receive gifts, favors or gratuities, either large or small, which can be reasonably interpreted as capable of influencing official acts or judgments. This standard is not intended to isolate Support Guild members from normal social practices, or to preclude gifts among friends, associates or relatives, where appropriate.
- STANDARD 8.2 Support Guild members shall not consider their position as a license designed to provide them with special favor or consideration.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

RULE 8.1 they offer, give, solicit, or accept any favor or gift of value for their benefit from any person, business, or organization, if it may be reasonably inferred that the person, business, or organization:

- 1) Seeks to influence action of an official nature or seeks to affect the performance of an official duty, or
- 2) Has an interest that may be substantially affected, either directly or indirectly, by the performance of an official duty.

RULE 8.2 they use their official position for personal or financial gain, or for obtaining privileges not otherwise available to them.

CANON NINE

SUPPORT GUILD MEMBERS SHALL OBSERVE THE CONFIDENTIALITY OF INFORMATION AVAILABLE TO THEM THROUGH ANY SOURCE, AS IT RELATES TO THEIR PROFESSION

ETHICAL STANDARDS

STANDARD 9.1 Support Guild members shall be aware of and shall meticulously observe all legal restrictions on the release and dissemination of information.

STANDARD 9.2 Support Guild members shall treat as confidential, the official business of their employing agency, and shall release or disseminate such information solely in an authorized manner.

STANDARD 9.3 Support Guild members shall treat as confidential, that information confided to them personally. They shall disclose such information as required in the proper performance of their duties.

STANDARD 9.4 Support Guild members shall neither disclose nor use for their personal interest any confidential information acquired by them in the course of their official duties.

STANDARD 9.5 Support Guild members shall treat as confidential all matters relating to investigations, internal affairs, and personnel.

DISCIPLINARY RULES

Support Guild members shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 9.1 they knowingly breach the confidentiality of information by releasing, or allowing to be viewed or used, any official information or reports, except in compliance with the law and regulations of their agency.
- RULE 9.2 they willfully fail to disclose to proper authority that confidential information necessary for the proper performance of their duties.

APPENDIX E

INVESTIGATIVE PROCEDURES

A. General Procedures:

1. A relationship of trust and confidence between employees of the Kitsap County Sheriff's Support Guild and their employer is essential to effective law enforcement. Support Services members must be free to exercise their best judgment and to initiate action in a reasonable, lawful, and impartial manner without fear of reprisal. Employees are obligated to respect the rights of all people, and the employer is obligated to respect the rights of its employees.
2. It is essential that public confidence be maintained in the ability of the employer to investigate and properly adjudicate complaints against its employees. Additionally, the employer has the right and the responsibility to seek out and discipline those whose inappropriate conduct impairs the effective operation of the employer. The rights of the employee, the employer, as well as those of the public, must be protected. In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters in which an employee will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action involving a loss of pay against him or her, she/he will be afforded the safeguards set forth in this Appendix.
3. Whenever the employer decides to initiate an investigation that may lead to disciplinary action involving a loss of pay, the employer shall promptly provide the employee notice of the investigation. Such notice will include a description of the general nature of the complaint unless such notice would endanger the investigation.
4. The employee will be informed in writing not less than forty-eight (48) hours prior to conducting an investigatory interview, that the employee is a subject in an inquiry that may lead to disciplinary action that involves a potential loss of pay. Further, the employee will be informed of the nature of the investigation and provided a summary of the factual allegation(s) sufficient to reasonably apprise the employee of the nature of the charge. Upon request, the employee shall be afforded the opportunity to consult with a Guild representative. Up to two Guild representatives may be present at the interview and to participate to the extent allowable by law. The interview may not be unduly delayed awaiting an unavailable Guild representative when other Guild representatives are available.
5. The employee under such investigation shall be informed of the name of the person in charge of the investigation and the name of questioners, and all other persons to be present during the questioning. The employee shall be informed of what investigative section the investigator represents.

6. When possible, the questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular employer procedures.
7. Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Persons being questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible.
8. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which she/he is entitled under the collective bargaining agreement, and Sheriff's Office rules and regulations. Prior to any questioning where the employee is the focus of an administrative investigation, the employee shall be advised of the following:

You are about to be questioned as part of an administrative investigation being conducted by the Kitsap County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

9. Employees shall not be subjected to any offensive language, nor shall investigators make promises or threats as an inducement to answer questions.
10. The employer shall not require employees being questioned to be subjected to visits by the press or news media, nor shall their home address be given to the press or news media without the employee's express consent.
11. The complete questioning of an employee may be recorded by the employer, the employee, and/or the employee's representative. If a tape recording is made of the questioning, upon request, the employee shall be given a copy of any tape recording in which they participated. Tape-recordings will be made if the interviewee consents to such tape-recording, in accordance with state law. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded.

12. It is the Employer's goal that all interviews and investigations be completed without unreasonable delay. In general, the employer shall provide the employee notice that it contemplates issuing disciplinary action within ninety (90) days after it receives the initial complaint about the employee's actions or inactions unless circumstances exist requiring the investigation to take longer. After ninety (90) days have elapsed from the receipt of the initial complaint, the Employer shall notify the employee and the Guild of the following facts: (a) when the employer anticipates completing the investigation; (b) a general description of the investigation's status. Subsequently, if the employer realizes that it will not complete the investigation within the time it has specified, the employer shall notify the employee and the Guild of the information required herein.
13. Upon completion of the administrative investigation and the Employer's review of the case, the employee under investigation shall be informed of the results, *i.e.*, whether the complaint was not accepted, exonerated, unfounded, not sustained, sustained or other misconduct found.

B. When the investigation results in departmental charges being filed

After the investigation is completed and the findings are that the complaint has been sustained or other misconduct found, the employee will be furnished with a copy of the report(s) of the investigation that will contain all known material facts of the matter. The employee shall be advised of the investigation's findings and any future action to be taken on the incident.

C. Personnel Records

1. The personnel file shall be considered the official record of an employee's service. Employees shall be provided a copy of all material in their personnel file, upon request. The personnel file shall not include records of counseling sessions, verbal reprimands, administrative investigation reports except those in support of discipline at the level of a written reprimand or higher. The employer shall give the employee a copy of discipline-related documents or evaluations that will be placed into his or her personnel file. The employee has a right to attach statements in rebuttal or explanation to those documents.
2. Employee personnel files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file will be limited to the employee, his/her representative with written authorization, officials of the County and Sheriff's Office, and other persons or agencies as may be allowed under state law.
3. The employer shall disclose information in personnel files in accordance with state law. Prior to disclosing personnel file documents (other than employment verification information) the Employer will give the affected bargaining unit

member notification of the request. The affected bargaining unit member shall have ten (10) working days to provide the Employer any reason for not releasing the requested document(s) and/or to give the employee an opportunity to prevent the release at the expense of the Guild or the employee prior to releasing the requested documents. The employee may waive the notice requirement.

4. Only one official personnel file shall be maintained on a bargaining unit member, though a copy of the file may be maintained at the Sheriff's Office. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on a bargaining unit member's job performance or a supervisory working file. For purposes of this section a "supervisory working file" consists of material relevant to the preparation of the employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, or other records related to an employee's performance. Supervisors will maintain the file with documents from the previous year plus the current evaluation year. Employees may submit a written request for removal of reprimand records two (2) years from the date of their issuance, if no further incident or discipline occur.
5. Nothing herein shall be construed as limiting any rights the Guild has under the law to access the records.

D. Discipline

1. Prior to making a final determination of disciplinary action involving loss of pay, a meeting will be conducted between a representative of the Employer and the impacted employee. The Employer will notify the employee in writing of the contemplated discipline and provide the employee with a copy of the completed investigative report.
2. The employee will have a minimum of three (3) working days to review the case. This period may be extended if the employee has legitimate justification for an extension.
3. A conference meeting shall be conducted following the three (3) working day review period, unless an extension has been granted. The employee will be afforded the opportunity to present any mitigating evidence he/she deems pertinent; the employee may submit the information orally or in writing. The session may be tape-recorded by either party provided all participants concur and the employee consents, in accordance with state law requirements. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded. Upon request, the employee shall be given a copy of any tape-recording made by the employer. The employee may be represented at the conference by his/her Guild representative(s), the total not to exceed two (2) people for the employee.

4. Following a consideration of any additional information provided by the impacted employee, the final determination will be made. The employee will be notified in writing of the final determination and provided with a copy of any additional documents generated through the due process meeting process.