



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
KITSAP COUNTY, OFFICE OF THE SHERIFF
AND
KITSAP COUNTY CORRECTIONS
OFFICERS GUILD**

KC-215-22

January 1, 2022 through December 31, 2022

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ARTICLE I - RIGHTS OF THE PARTIES

SECTION A - RECOGNITION

The Employer recognizes the Guild as the exclusive bargaining representative for all regular full time and regular part time Corrections Officers of the Kitsap County Sheriff's Office, excluding sergeants, confidential employees and all other employees.

SECTION B – GUILD/UNION SECURITY

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Guild within thirty (30) 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 a member of the Guild in good standing.
2. The Guild will notify the County of its initiation fees and dues. Upon written authorization of an employee, the Employer will deduct monthly dues and assessments or fees from the salary of such employee, and transmit such amount to the Guild.
3. An employee may revoke her or his authorization for payroll deduction of payments to the Guild by written notice to the Guild. Upon receipt of the employee's written revocation of his or her authorization for payroll deduction, the Guild will notify the Employer within sixty (60) days of the Guild'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 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.
5. Except as provided below, effective the first full pay period following January 1 of each year, each Guild member who has passed probation shall be assessed one (1) hour of vacation leave per year to be used by the Executive Board to attend union-sponsored training conferences and conventions and/or to perform Union business without loss of pay, subject to any reporting requirements established by the Department of Retirement Systems. Unless otherwise waived by the Department Director/Elected Official, the guild representative shall submit a written request at least one (1) week in advance of the need for the leave. Any such leave shall be subject to approval of the Department Director/Elected Official. Assessed leave not used in a calendar year shall be carried over from year to year; provided, however, no more than two hundred and fifty (250) hours shall be accumulated. Once the bank reaches two hundred and fifty (250) hours, no leave shall be assessed until there are less than one hundred (100) hours in the bank. Guild members shall only be assessed the one (1) hour of vacation leave on the first full pay period following January 1 of each year, even if the bank amount falls below one hundred (100)

hours before then. All Guild members, excluding probationary members, shall be assessed their vacation leave at the same time.

SECTION C – USE OF TIME & EQUIPMENT

1. The Employer shall allow reasonable time off with pay for Guild members conducting business that is vitally connected with the Employer's business; provided, such time off shall be taken at the consent of the Sheriff or his designee or by the authority of the Board of County Commissioners; and provided further, that such consent shall not be unreasonably withheld. Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings, contract negotiation meetings and other contract administration matters. Guild officers and members will be charged vacation leave or leave without pay if no accrued vacation leave is available when they are absent from work to perform internal Guild business. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of Guild business, the Guild officers shall notify their supervisor, obtain approval and notify their supervisor when they return.
2. The Employer will attempt to arrange shift schedules or grant time during the course of the normal work day in a manner that the employee members who are part of the Guild's negotiating team will be provided time with pay for purposes of negotiating a labor agreement; provided, that no more than four members of the Guild's negotiating team shall be on paid status during negotiations sessions (including any contract mediation); provided further, under no circumstances will the Employer incur overtime as a result of this Section.
3. A copy of this Agreement shall be posted in a conspicuous place in the Sheriff's Department. The Employer agrees to provide suitable space for the bulletin board in each place of work. Postings by the Guild on such boards are to be confined to official business of the Guild.
4. Bargaining unit employees may make occasional but limited use of County-owned communications' resources (telephone, voice mail, electronic mail) for personal communications; specifically, incidental personal use is permitted. Incidental personal use is use that is both brief in duration and accumulation, and does not interfere with or impair the conduct of official County business due to volume, frequency, or impede employees' performance of their official duties. In no event will the Guild use the County's communications' resources for internal Guild business beyond that permitted for incidental personal use.
5. Use of County-owned equipment and facilities shall be in accordance with the Sheriff's policies and procedures.

SECTION D – RIGHTS OF MANAGEMENT

1. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means 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 shifts, schedules of work and standards of performance, the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the right to designate the work and functions to be performed; the right to establish, administer, or change bonus, incentive or merit compensation plans, 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.

2. The Employer and the Guild agree that 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 Employer, except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement.
3. With respect to subcontracting, the County acknowledges that the Guild has the right to bargain regarding the impact of such decisions made by the Employer upon corrections officers.
4. 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 E - NON DISCRIMINATION

1. Neither the Employer, the Guild, nor any employee shall in any manner whatsoever unlawfully discriminate against any employee covered by this Agreement on the basis of any protected class status under federal, state, or local law; provided, that claims of discrimination shall be processed privately by the employee through appropriate administrative or judicial agencies. It is the understanding and intent of the parties that employees will not be allowed to bring unlawful discrimination claims through the grievance procedure as a sole cause of action. However, the Guild will not be prohibited from arguing unlawful discrimination as part and parcel of any grievance involving termination or imposition of discipline.
2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.
3. No employee shall be discharged or discriminated against for upholding lawful Guild activities, fulfilling duties as an officer in the Guild or serving on a Guild committee or member thereof.

SECTION 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 appointment.
3. Every employee shall be evaluated at least once each year after attainment of regular status; provided, each annual evaluation shall occur no later than fifteen (15) days after the scheduled evaluation date.
4. Evaluations shall be used as a factor in granting permanent status, transfers, demotions, terminations, and promotions.
5. Employees may file rebuttals to counseling document records (CDR) issued by their supervisors. Upon request by the employee, supervisors will meet with the employee within sixty (60) to ninety (90) days after issuance of the CDR to discuss the employee's performance. If the employee's performance or conduct has improved, the supervisor will document such improvement. Likewise, further documentation will be made in the event an officer has failed to demonstrate improvement in the areas noted. Negative CDRs are not to be used for purposes of progressive discipline in any future disciplinary action. An employee shall be notified upon the issuance of any CDR, and provided a copy.
6. An employee who receives a Counseling Document Record (CDR) may request that the Lieutenant investigate the CDR. If an investigation is requested, the employee shall make the request in writing within fifteen (15) days after the CDR's issuance. The Lieutenant shall investigate the CDR and issue a written withdrawal or confirmation of the CDR within ninety (90) days of the request.

SECTION G - GRIEVANCE AND ARBITRATION

1. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee or Guild 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 procedures 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 a remedy by the procedure provided in this Agreement. No complaint or grievance involving the same incident, problem or other matter may be filed under this grievance procedure and the Civil Service Commission, subject to Section J.
2. Guild Representation: Throughout the grievance/arbitration 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 - Written A bargaining unit member or the Guild must initiate a first step grievance within twenty (20) calendar days of the date of the occurrence that gave rise to the grievance. The first step grievance should be filed with the employee's immediate supervisor, unless the grievance involves a decision made by an officer above the immediate supervisor, in which case the grievance should be initiated with the officer up to the level of the Division Chief who imposed the decision. The grievance shall be reduced to writing on an official grievance form which shall contain the following: (1) the facts upon which the grievance is based; (2) reference to the Section or Sections of the Agreement alleged to have been violated; and (3) the remedy sought. Within fifteen (15) calendar days of the submission of the grievance, the supervisor or manager shall respond to the grievance in writing.

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

The Sheriff or designee shall conduct an investigation and shall notify the aggrieved employee and the Guild in writing of the Step 2 decision and the reasons therefore within fifteen (15) calendar days after receipt of the written grievance. In the event the Sheriff is not available to receive a written grievance and the Sheriff's designee has not been appointed or is not available to receive a written grievance, then such grievance shall be filed with the Sheriff's secretary within the time period stated above. If the grievance has been filed with the Sheriff's secretary, then the period during which the Sheriff or the Sheriff's designee shall have to investigate and notify the aggrieved employee and the Guild of the decision shall begin on the first working day after such individual returns.

Step 3 - Arbitration - In the event a grievance is not satisfactorily settled in Step 2, the Guild may submit the matter to arbitration within forty-five (45) calendar days of the Step 2 grievance response or the date it was due, whichever comes first.

- a. **Arbitrator Selection.** In regard to each case reaching Step 3, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, the moving party shall request a list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS). The parties may also agree to request a list from Public Employment Relations Commission (PERC). An arbitrator shall be selected by alternating strikes, the first strike to be determined by a flip of a coin. For disciplinary cases arbitrators will be selected in accordance with applicable state law. Absent extenuating circumstances, any arbitration hearing involving suspension or termination will be held within 90 days from the date of the disciplinary action, unless otherwise mutually agreed.
- b. **Hearing.** The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representative(s) and witnesses.

- c. Authority of the Arbitrator. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, 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) calendar days after the arbitration hearing. If either or both parties wish to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the parties or, if they are unable to agree on a date, designated by the arbitrator. If the case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.
 - d. Costs of Arbitration. Each party shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs. The fee and expenses of the arbitrator shall be divided equally between the parties.
4. Limits: Any time limits stipulated in this article may be extended for stated periods of time by the parties by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee fails to advance his grievance to the next step in the grievance procedure within the specified time limit and in the specified manner, the grievance shall be considered withdrawn. The employer's failure to respond within the time limit at any step in the procedure shall permit the aggrieved employee to advance his grievance to the next step of the procedure.

SECTION H – STRIKES AND RELATED MATTERS PROHIBITED

1. The Guild and the Employer agree that RCW 41.56 prohibits strikes by employees, whether acting individually or collectively.
2. The Employer and the Guild agree that public interest requires efficient and uninterrupted performance of Employer's operations and services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, the 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, sick-in, sit-down, or any curtailment or interference with the activities and operation of Employer 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. The Employer may take disciplinary action, including discharge, against any employee or employees

engaged in a violation of this section. Such disciplinary action may be taken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages or specific performance, which may be available to Employer.

3. In the event of a strike, work stoppage, slowdown, sick-in, sit-down or any curtailment of or interference with the activities and operation of the Employer, either on the basis of individual choice or collective employees' conduct, the 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

1. Except as expressly limited by its terms, nothing in 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 and such Commission shall continue to have primary authority over the subjects within the scope of its jurisdiction and authority. If there then should be a conflict between any provisions of this Agreement and Civil Service, then the provisions of this Agreement shall govern.
2. Notwithstanding the foregoing, employees may select Arbitration or Civil Service to resolve disputes for disciplinary action involving either suspensions or discharge. It is understood and agreed that taking an issue to arbitration constitutes an election of remedies and a 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 in any court or any other available forum. Conversely, litigation of the issue before the Civil Service Commission or in any Court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter. The employee shall elect a remedy at Step 2 of the grievance procedure, prior to submission of the grievance to the Sheriff.
3. With respect to mandatory subjects of bargaining, the County acknowledges that the Guild has the right to bargain regarding the impact of changes made by the Civil Service Commission on corrections officers.
4. It shall be the obligation of the employee, with the concurrence of the Guild, to elect a remedy (Civil Service or grievance arbitration) at Step 2 of the grievance procedure, i.e., prior to submission of the grievance to the Sheriff. Submission of a matter to civil service hearing constitutes an election of remedies and waives the right to pursue the claim under this Agreement.
5. Newly hired employees shall serve a one-year probationary period..
6. Probationary Period of Reinstated Corrections Officers under Civil Service Rules:
 - a. The probationary period shall be regarded as an integral part of the reinstatement process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the reinstated employee to his/her position, and for rejecting any reinstated employee whose performance or adjustment is not satisfactory. Any loss of time during the probationary period such as a leave of

absence without pay, sick leave in excess of six (6) days, or a lay-off, disability leave, or demotion in lieu of lay-off, shall extend the probationary period for a like amount of time. The probationary period shall also be extended for a like amount of time in the event any detail or temporary assignment during the probationary period in which the employee is unable to fully perform all of the required elements of the employee's regular assignment due to the employee's temporary physical or mental disability, including but not limited to pregnancy disability.

- b. All reinstated corrections officers shall be probationary for a period of six (6) months after reinstatement. At any time during the probationary period, the Sheriff or designee may remove an employee whose performance or adjustment is not satisfactory. The Sheriff or designee shall notify the employee and the Chief Examiner of the Sheriff's Civil Service Commission of the reasons for such action. Probationary employees may be disciplined or discharged at any time during the probationary period and such actions shall not be subject to Step 4 of the grievance (arbitration) or the Civil Service appeal process.

SECTION J – RULES AND REGULATIONS

1. The Guild and the Employer shall refer to the Sheriff's Policy Manual and Custody Manuals (so long as its implementation is consistent with paragraph 3 of this Section), to resolve matters not covered by the Agreement. The parties agree that the County policies listed in Appendix C apply to the members of the bargaining unit.
2. The Sheriff retains the right to open negotiations regarding revisions to the Corrections Department operating manual or other policies. The Guild does not waive the right to bargain such policies that effect terms and conditions of employment.
3. In those instances where the Sheriff's Office and/or Corrections Division and/or County policies or procedures that may impact a mandatory subject of bargaining are to be implemented and/or revised, the Employer will provide notice and opportunity to bargain.

SECTION K – DISCIPLINE

All discipline for regular employees covered under this Agreement shall be for just cause, and follow the principles of progressive discipline. Discipline is defined to include written reprimands, suspensions without pay, disciplinary demotions to a lower paying classifications, disciplinary transfers, and discharge. The rules of professional conduct outlined in the Employer's Code of Conduct, as set forth in Appendix E of this Collective Bargaining Agreement, are binding upon all corrections officers and may be grounds for disciplinary action consistent with the terms of this Section.

SECTION L – DRUG TESTING

1. Statement of Principle: The County, the Guild and the employees it represents recognize that the use of drugs and alcohol, which adversely affects job performance in any way, constitutes a serious threat to the health and safety of the public, to the safety of fellow employees and to the efficient operations of the Department.

2. Prohibited Drugs and Substances: Employees are hereby informed that drugs or substances that are prohibited by the County include: (1) All illegal drugs; (2) All prescription drugs for which the employee does not have a prescription; (3) Alcohol or other substances that have any adverse effects on an employee's job performance.
3. Preconditions to Drug Testing: Before any employee may be tested for drugs or substances, the County's decision to do so must be based on the following: (1) Reasonable suspicion based upon objective facts and inferences drawn therefrom that an employee is engaging in the use of prohibited drugs or substances or abuse of alcohol; or (2) the Agreement of the County, the Guild and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.
4. Testing Mechanisms: Drug testing mechanisms may include the radioimmunoassay (RIA) method, the thin layer chromatography (TLC) method or other methods or techniques recognized by authorities as reasonable and reliable. If an employee tests positive based upon these methods, the test shall be confirmed by gas chromatography/mass spectrometry (GC/MS) test. Drug testing shall normally be based upon urinalysis unless good cause exists for another basis for testing. Testing for alcohol or other substances may be performed by recognized methods or techniques (e.g. Blood testing, breathalyzer, etc.).

SECTION M - ADMINISTRATIVE ASSIGNMENTS

1. Administrative Assignments:

The Administration retains the right to make certain administrative assignments within the Corrections Division. The Administration retains the right to change the number of administrative assignments and will meet and confer with the Guild before making a final decision on changes in administrative assignments.

Upon completion of the first assignment, the officer may apply and be assigned for a second assignment. No officer may hold more than two (2) consecutive assignments.

In the event no officer applies for an assignment, the administration reserves the right to assign an officer to the administrative assignment. The Administration reserves the right to remove an officer holding an administrative assignment when there is a documented unsatisfactory performance level or if the assigned officer wishes to resign, provided, the officer will have the opportunity to go to a vacant position. The officer will also be provided the opportunity to shift trade under Article II, Section H – Hours of Work & Shift Bidding, irrespective of the 30-day time frame. If a vacancy comes open the Sheriff's Office shall re-post the vacant administrative assignment and follow the selection process as noted in subsection C (Selection Process) of this Section. If an assignment is eliminated early, before the Sheriff's Office determines the proper work assignment of the affected employee, the Sheriff's Office shall meet and confer with the Guild before making a final decision on the employee's work assignment.

Effective the first day of the first full pay period after execution of this Agreement, employees assigned to administrative assignments shall receive assignment pay equal to three and one-half percent (3.5%) of the employee's base hourly pay for the pay period. The addition of assignment pay does not modify the Administration's right to change the number of administrative assignments and/or the number of employees assigned to each administrative assignment provided however, that any reductions are for

legitimate operational reasons. The Administration is not required to fill any of the administrative assignments listed below and is not prohibited from creating new administrative assignments.

2. Administrative Assignments Identified/Duration:

a. Administrative Assignments are three (3) years in duration. At the discretion of the Administration, the following are potential administrative assignments:

- (1) Booking Coordinator
- (2) Court Officers
- (3) Alternatives Officer
- (4) Classification Officers
- (5) Training Officer
- (6) Background Investigations Officer
- (7) Medical Transport Officer
- (8) Re-Entry Officer
- (9) Medical Liaison Officer

b. Background Investigations Officer Assignment:

The Background Investigations Officer assignment reports to the Chief of Corrections. This assignment will be open to all Corrections Officers who have completed their probationary period with KCSO and have a minimum of three years experience as a Corrections Officer. This position will adhere to the dress code for the Detective section and will be a plainclothes assignment. A pooled vehicle will be provided for any necessary field contacts.

- (1) Current and future postings for this administrative assignment shall include the following:
 - (a) The Background Investigations Officer performs background investigations primarily (but not exclusively) for the Corrections Division.
 - (b) The candidate selected by the Chief of Corrections (consistent with the Selection Process (3) below) shall perform the background investigations' functions on an "as needed" basis, and possibly for the entire term of the assignment. While performing the background investigation function, the Chief or his/her designee shall determine the work schedule. If there is no need for the background investigation function to be performed, the Chief or his/her designee shall have discretion to assign the employee so assigned to work within the jail based on operational needs.
 - (c) The KCSO shall identify whenever possible, the need to utilize the Background Investigations Officer two (2) weeks in advance of the Officer being pulled from his/her applicable Corrections Officer shift, to allow sufficient time for adjusting shift coverage and work schedules in the jail, as applicable.
- (2) The Corrections Division shall notify the Correction Officers Guild as soon as possible, after the determination has been made that a need has arisen to

pull the Background Investigations Officer from her/his regular shift as a Corrections Officer, and before the Officer is pulled from his/her shift.

3. Selection Process:

Prior to the shift bidding process each year, the Administration will identify the number and type of assignment(s) available.

The announcement of the assignment opening(s) will be made for a minimum of fourteen (14) calendar days. The announcement will be posted at least thirty (30) days prior to the start of the regular shift bidding process. Interested officers will be required to provide a detailed resume and a letter of interest outlining what makes that officer uniquely qualified to serve in the assignment.

The screening process will be conducted by an oral review board consisting of the Administrative Lieutenant and a minimum of two (2) sergeants from the Corrections Division. The oral board will review the letter of interest and detailed resume of the applicant officer, documentation contained in the supervisory file, past performance evaluations, and disciplinary history, if applicable. Each applicant officer will be asked the same series of job-related questions during the oral review board and follow-up questions may be asked of an applicant.

The oral review board will make a written consensus recommendation on the most qualified applicant(s) for each open administrative assignment to the Chief of Corrections. Final selection will be made by the Chief of Corrections. Officers selected by the Sheriff's Office for an administrative assignment do not have property rights to that assignment.

4. Guild Notification:

The Administration will provide the Guild with a list of officers requesting an administrative assignment and a copy of the document containing the consensus recommendation list from the oral review board.

ARTICLE II – ECONOMICS

SECTION A – WAGES

1. For 2022: Effective the first full pay period following January 1, 2022 there shall be an across-the-board wage adjustment for 2022 of five percent (5%).
2. Employees no longer employed with the County on the date of execution of this Agreement shall not be eligible for retroactive payment of any of the wage adjustments in Sub-sections 1-2 above.
3. All wage increases provided above shall be applied to the first wage step of the salary range, each wage step thereafter shall be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step.

4. Employees who are assigned by the Employer to accept the duties and responsibilities of a Field Training Officer (FTO) shall receive an additional three and one-half percent (3.5%) of their base hourly wage for the pay period, to be paid on a continuous basis, regardless of whether the FTO is assigned a trainee in that pay period.
5. Employees may be assigned to be an acting supervisor (a.k.a. "Officer-in-Charge" or "OIC") for a limited set of operational necessities in order to fulfill the supervisory needs of the jail. The employer will, in each instance, make a good faith effort to fill any open supervisory post with sergeants prior to utilizing an acting supervisor. The employer is not required to mandate that a sergeant work the open supervisory post prior to assigning an acting supervisor, but the employer shall not assign an acting supervisor in order to avoid paying overtime to a sergeant who volunteers to fill the open supervisor post. Employees assigned as the acting supervisor shall be paid at the first step of the corrections sergeants pay grade for each hour worked in such assignment.

SECTION B – PAY PERIOD

The pay period shall be every two (2) weeks. Employees shall receive their bi-weekly payroll deposit on the Friday following the close of the pay period.

SECTION C - EXPERIENCED BASED PAY INCENTIVES

One-Time Retention Payment for Two-Year Commitment:

Effective April 11, 2022, **and for 2022 only**, each employee who is employed on April 11, 2022 will be eligible to receive a one-time, non-precedent setting retention payment of Ten Thousand Dollars (\$10,000.00). Receipt of the payment is conditioned on the employee signing an agreement to repay a prorated portion of the payment in the event the employee's employment ends prior to April 10, 2024.

1. Experienced based pay increases shall be given based on length of employment.
2. Each wage step will provide a two and one-half percent (2.5%) increase over the previous wage step. An employee shall be advanced into Step Two (2) six (6) months after the initial hiring date and into Steps Three (3) through Eleven (11) six (6) months after the preceding advancement until Step Twelve (12) is reached. Step progression into Step Thirteen (13) will be as provided in sub-section 2.a below.
 - a. Service Incentive: Employees shall move into Step Thirteen (13) upon completion of ten (10) years of service as a Kitsap County Corrections Officer.

SECTION D – MEALS

In lieu of providing a mid-shift meal, all employees in the bargaining unit will receive twenty dollars (\$20.00) per pay period, subject to applicable payroll taxes and deductions. If an employee's assigned duties take him/her out of Kitsap County during the employee's mid-shift meal break (i.e. lunch), the employee may submit a receipt for reimbursement of that meal in accordance with the IRS lunch per diem rate.

SECTION E – UNIFORMS

1. For employees required to wear uniforms, the Employer shall provide uniforms, boots/shoes, and individual equipment in accordance with established standards determined and approved by the Sheriff and the Kitsap County Board of Commissioners. The County agrees that all uniform type items, including boots/shoes, shall be of a comparable quality, and be replaced on an as-needed basis and consistent with all employees in the classifications of Corrections Officer/Sergeant in the Sheriff's Office.
2. All uniforms and individual equipment purchased by the Employer are to be, and remain the property of, the Employer.
3. Employees who sustain damage to his/her eye glasses, wrist watch or handgun, while in a situation of pursuit, arrest, restraining, escorting and detention of a suspect or prisoner, shall be entitled to, at the option of the Sheriff or his designee, receive in payment the following:
 - Difference, if any, in actual and insurance paid cost to repair or replace his/her eyeglasses.
 - Cost to repair or replace wrist watch up to a maximum sum of \$75.00.
 - Cost to repair or replace handgun at replacement value.
 - No payment for repair or replacement shall be made if the affected employee fails to provide timely and appropriate documentation and proof to the Sheriff or his designee, and fails to cooperate with the Prosecuting Attorney in obtaining appropriate restitution.
4. Corrections Officers assigned to plain clothes administrative assignment as "Background Investigator" may elect to receive an annual clothing allowance of \$575, when working in a full-time capacity. When working in a part-time capacity, the background investigator will receive a prorated clothing allowance (1/12th) for each calendar month assigned. (Example: If assigned on June 15th and worked in the position until July 30th, the officer would receive two months worth of clothing allowance, or 1/6th of \$575).
5. The Employer shall provide cleaning services for those employees required to wear uniforms or in plain clothes assignments as "Background Investigator" and shall provide dry cleaning services.

SECTION F - HOURS/SHIFT BIDDING/SHIFT ROTATION

1. Employees shall work shifts as may be assigned from time to time by the Sheriff or designee and shall be subject to call in any emergency while off duty.
2. The Sheriff shall retain the discretion to implement a four (4) day, ten (10) hour workday week ("4/10") OR ten (10) hours and forty (40) minutes ("10/40") workday shift as outlined in Appendix G of this agreement.

The Sheriff shall also retain the discretion to end an individual unit or the entire membership's participation in the four (4) day, ten (10) hour workday week or ten (10) hours and forty (40) minutes workday shift, and return to the five (5) day, eight (8) hours ("5/8") workday week. Employees assigned to a four (4) day, ten (10) hours workday week OR ten (10) hours and forty (40) minutes workday shift, shall abide by the terms of this agreement. Employees who are assigned to a four (4) day, ten (10) hours workday week OR ten (10) hours and forty (40) minutes workday shift and subsequently are reassigned to a five (5) day, eight (8) hour workday week shall abide by the terms of the general agreement from the effective reassignment day.

The regular work schedule for Administrative Assignments shall be five (5) consecutive days of eight (8) hours shifts, followed by two consecutive days off. The parties may agree by mutual agreement to reopen this provision during the term of the Agreement to negotiate movement to an alternate shift schedule.

3. Employer 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 the Corrections staff or regular scheduled shift change-over and temporary assignments necessitated by emergencies.
4. Employees may not work more than sixteen (16) hours within a twenty-four (24) hour period, except for temporary assignments necessitated by emergencies; provided, employees shall be allowed to work up to seventeen (17) hours in any 24-hour period when necessitated by operational circumstances, but only upon mutual agreement between the employee and the Employer.
5. Shift Bidding:
 - a. Seniority: Shifts will be bid by seniority, except as provided below. There will be a Male Corrections Officers List and a Female Corrections Officers List for bidding purposes. Seniority of officers will be based on date of hire. If more than one officer was hired on the same date, the officer who placed higher on the Civil Service Eligibility List will be designated as the more senior officer.
 - b. Each officer will bid in turn for his/her shift of choice for each shift rotation. In the shift bidding program, it is imperative that an officer makes his/her decision as rapidly as possible, so that the next officer may make his/her selection. Each officer signing up for next year's schedule will be required to notify the next junior officer once she/he has completed his/her own shift bid.
 - c. Shift bidding will begin on the 1st of December with an expected completion date of January 1st and implementation on the first Monday of the first full pay period in February, except for the initial implementation of the Shift Schedule outlined in Appendix F.
6. Exceptions to the Shift Bidding:
 - a. Probationary Officers:

- (1) Employees on probation are excluded from the shift bidding. Administration will place probationary officers on the schedule because of the need to rotate probationary officers through the various shifts during their first year of service.
 - (2) Employees who are within thirty (30) days' completion of their probationary period, after the start of a new shift bidding schedule, will be eligible to participate in the shift bidding process. At the conclusion of the probationary officer's training and when deemed ready for assignment, the officer will be placed in a shift schedule until the next shift bidding process. Once the officer is assigned, notice will be posted and any senior officer wishing to occupy that newly assigned post may request and be so assigned. A "swap" will be made on a one-time-only basis, and the officers will remain in the new shifts until the next shift rotation when they may enter into a shift trade as set forth below.
- b. Disciplinary Transfer: The employer may transfer an employee to another shift as part of a disciplinary action, consistent with the terms of Article I. Section K.-- (Discipline).
7. Shift Trading:
- a. Once the year's schedule is final and posted in February of each year, regular officers will be permitted to trade thirty (30) days prior to the implementation of the next shift change. The trade must be with mutual officers (male officer/male officer, female officer/female officer) and once the trade agreement is reached, a signed copy will be forwarded to Administration thirty (30) days prior to the start of that shift change. Shift trades will not result in any overtime.
 - b. Medical Exceptions: If an officer is required to care for his/her spouse or dependent with a serious health condition (as verified by a health care provider), the Administration may authorize that officer to move to another shift to help facilitate said care. Prior to Administration making such a move, volunteers will be solicited to trade with the requesting officer. If no officer volunteers, then the most junior regular officer on the shift may be moved to facilitate the needs of the requesting officer.

SECTION G – OVERTIME

1. The parties acknowledge that the County has adopted the 7(K) exemption under the Fair Labor Standards Act for purposes of establishing a twenty-eight (28) day work period with an overtime threshold of 171 hours; provided, an employee assigned to a regular 5/2 schedule shall receive overtime compensation as set forth below for all hours worked in excess of the employee's scheduled work shift and over forty compensated hours in a one work week period.
2. All overtime must be authorized in advance by the Sheriff or designee, except in cases of emergency.
3. Employees required to work overtime shall be compensated therefore, by, at the option of the individual, receiving one and one-half (1-1/2) times the employee's regular hourly rate of pay for each hour of overtime work or compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime work, up to a maximum of eighty (80) hours.

Overtime shall be rounded to the nearest twenty (20) minutes. Any earned compensatory time off shall be scheduled by mutual agreement of the employee and Employer.

4. Employees shall notify the Sheriff or 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. Employees, who have completed their scheduled work shift or are on vacation 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 three (3) hours pay at the applicable overtime rate.
6. Non-mandatory training requested by and approved for an employee shall not be considered in calculating overtime unless required by FLSA.
7. No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.
8. The Employer shall make a reasonable attempt to seek volunteers for overtime. Absent volunteers, the Employer shall assign by reverse order of seniority, starting with the least senior employee working operations and rotating through the list of employees. A roster of operations employees will be created and updated at the beginning of the First Watch on the first day of each teams work period. (Appendix F). The task of updating and maintaining the roster will be at the discretion of the Administration.
 - a. Probationary employees assigned to work under an FTO are not required to be assigned mandatory overtime.
 - b. Corrections Officers assigned to Administrative Assignments are not required to be assigned mandatory overtime.
 - c. When a Corrections Officer volunteers for an overtime assignment that is one (1) hour and twenty (20) minutes or more on the shift/watch that is immediately preceding their regularly assigned shift/watch that Officer's name will be struck from the list for the current week.
 - d. When a Corrections Officer is mandated for overtime, that Officer's name will be struck from the list for the current week.

SECTION H – DEFERRED COMPENSATION

1. Employees who have completed less than twenty (20) years of service with the Employer: Upon written request by an employee covered by this Agreement, the Employer shall match the employee's payroll deduction into a State DCP deferred compensation account, in an amount not to exceed one percent (1.0%) of the employee's base monthly pay rate.
2. Employees who have completed twenty (20) or more years of service with the Employer: In lieu of the matching deferred compensation provided in sub-section 2.a above, the Employer shall contribute into a State DCP deferred compensation account an amount equal to one percent (1.0%) of the employee's base monthly pay rate.

SECTION I – BILINGUAL PAY

An employee assigned as a Bilingual Interpreter shall receive an additional two percent (2%), based on the employee's hourly regular rate of pay. To be assigned as a Bilingual Interpreter, an employee must be certified in accordance with certification requirements determined by the Sheriff or designee and must sign a written agreement that they will use the bilingual skills for which they are compensated as needed during the course of their duties. The parties will determine the languages for which a Bilingual Interpreter is necessary and memorialize such agreement in a separate Memorandum of Understanding.

SECTION J – LATERAL HIRING INCENTIVES

1. The Employer may, at its discretion, offer one or more of the following lateral hiring incentives to individuals hired off the Corrections Officer lateral hire register and who have previously been employed as a full-time corrections officer with a municipal, county, or state-certified tribal corrections agency:
 - a. For purposes of calculating vacation leave accrual rate, recognize a lateral hire's prior service time, to the month, as a full-time corrections officer, including service time with a qualifying corrections agency that is not Kitsap County; and
 - b. Grant one (1) week of vacation leave and one (1) week of sick leave upon hire.
 - i. "One (1) week" will be forty (40) hours.
 - ii. Nothing in this sub-section will be interpreted as prohibiting lateral hires from beginning to accrue vacation and sick leave on their first day of employment, consistent with sub-section 1.a above.
2. Existing employees who recruit a lateral hire candidate for Deputy Sheriff or Corrections Officer who is hired and successfully completes probation will be paid a five hundred dollar (\$500) referral incentive under the following conditions:
 - a. The incentive will be paid only once the lateral hire successfully completes probation;
 - b. The existing employee's referral must be "personal", i.e. not the result of paid outreach or recruiting efforts;
 - c. The lateral hire candidate confirms that the employee claiming to have made the referral was in fact responsible for recruiting the candidate; and
 - i. If more than one employee claims to have successfully recruited the same lateral hire candidate, the incoming candidate will designate which employee(s) recruited the candidate and the incentive bonus will either be paid to a single designated employee or the five hundred dollar (\$500) incentive will be split among multiple designees.
 - d. The incentive will be paid on the referring employee's regular paycheck within two payroll cycles of when the lateral hire successfully completes probation.

SECTION J-1 – 2022 SIGNING INCENTIVES

Corrections Officers hired after April 11, 2022 and before December 31, 2022, will be eligible to receive a one-time, non-precedent signing incentive of ten thousand dollars (\$10,000), with half of the signing incentive to be paid upon hire and half of the signing incentive to be paid upon completion of the new hire's probationary period. Corrections Officers who do not complete the probationary period are not entitled to the second half of the signing incentive.

- a. All officers receiving the \$10,000 signing incentive will be required to sign an agreement indicating that if a member's employment ends prior to three years from the date of hire, the employee will be required to repay the signing incentive in an amount pro-rated for the months of the three-year commitment that remain.
- b. Lateral Hires: in addition to the \$10,000 signing incentive above, a lateral corrections officer (as defined in Section J.1 above) will be eligible for an additional fifteen thousand dollar (\$15,000) incentive with half to be paid upon hire and half to be paid upon completion of probation. New hires will be required to sign an agreement indicating that if a member's employment ends prior to three years from the date of hire, the employee will be required to repay the signing incentive in an amount pro-rated for the months of the three-year commitment that remain.

SECTION K – SHIFT DIFFERENTIAL

Effective February 28, 2022, the day of the Guild's schedule transition, a shift differential for Second Watch Swing and Third Watch Graveyard Shifts will be implemented. Corrections Officers regularly assigned to Second Watch Swing Shift shall receive shift differential pay equal to one percent (1%) of the employee's base hourly pay for the pay period. Corrections Officers regularly assigned to Third Watch Graveyard Shift shall receive shift differential pay equal to two percent (2%) of the employee's base hourly pay for the pay period.

ARTICLE III – INSURANCE

SECTION A – HEALTH AND WELFARE BENEFITS

The County's contributions towards medical, dental and life insurance coverage for regular employees shall be as follows:

1. The County's plan offerings and contributions towards medical, dental and life insurance will be as follows:
 - a. **Medical Insurance Coverage:** The medical plans will be as follows:
 - (1) Kaiser Classic Plan
 - (2) Kaiser Value Plan
 - (3) Kaiser HDHP/HSA 1500 Plan
 - (4) Aetna Classic Plan
 - (5) Aetna Value Plan

- (6) Aetna HDHP/HSA 1500 Plan
- b. **Medical Insurance Contributions:**
 - (1) Regular full-time employees: for regular employees with an established and approved FTE (Full Time Equivalent) of .75 and above
 - i. 2022: effective with the January 2022 premiums, the County shall absorb the full rate increase to the Aetna and Kaiser administered plans in 2022.
 - (2) Regular part-time employees: for regular employees working less than full time (approved FTE of less than .75 and at or above .5 in a given year), the County will prorate the amount of its contributions to .65 FTE of full-time FTE status for the year.
- c. **Dual Coverage:** County employees may have double coverage under County-sponsored medical plans.
- d. **Waiver of Medical Coverage:**
 - (1) Regular, full-time employees who provide proof of alternate medical coverage may waive the coverage through Kitsap County- sponsored medical plans and for that waiver, receive a one hundred and fifty dollar (\$150.00) per month waiver-incentive payment; however, such payment will be 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. This pro-ration will be one hundred dollars (\$100.00) per month. Regular, part- time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment. Part-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive premium, under federal regulations (See 42 CFR Section 411.103).
- e. **Dental Insurance Plans:** The parties agree that the choice of dental plans offered to employees will be as follows:
 - (1) Washington Dental Service (WDS), Plan D/4 is designated as the County- Selected Base Dental Plan.
 - (2) Willamette Dental
- f. **Dental Insurance Premiums:**
 - (1) County Contribution

- i. Regular full-time employees: The County shall pay 100% of the premium cost for employee-only rate for the County- selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute ninety percent (90%) of the dependent rate towards insured dependent dental benefits under the County-selected, base dental plan or an optional plan.
 - ii. Regular part-time employees: The dental benefits contributions for regular part-time employees will be the same as offered to regular, full-time employees.
- (2) The County-selected, base dental plan will provide substantially similar benefits to those provided by the Washington Dental Service (WDS) Plan D/4 (\$2,000 a year maximum benefit). Other dental plans may also be offered and, if selected, employees will be responsible to pay the difference, through payroll deduction, for any buy-up plan which they select. Those plans shall include: WDS, Plan D/4, Willamette Dental.
- g. **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.
- h. **Annual Medical Examination:** Employer agrees to make available to all Corrections Officers one (1) annual medical examination; provided, that such examination shall be conducted by a medical doctor and facility designated by the Sheriff or his designee.
- i. **Supplemental Disability Insurance:** Employer shall sponsor and provide supplemental disability insurance coverage for all PERS/PSEERS eligible personnel regularly employed thirty (30) or more hours per week; provided, that the Employer's contribution shall not exceed one-third (1/3) of each individual's monthly cost, or ten dollars (\$10.00), whichever is lower; provided further, participation and subscription shall be voluntary and at the option of the employee.
- j. **Optional Insurance:** Employees may enroll themselves and dependents in optional life insurance plans, or other optional benefits, at their own expense.
- k. **Changes to Coverage during Plan Year:** Employees must 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.
- l. **Pre-tax payments:** All employee contributions will be made pre-tax.
- m. **WA Paid Family and Medical Leave:** The County will contribute the legally mandated premium amount for the WA Paid Family and Medical Leave provided under RCW 50A.04.

2. Medical Benefits Committee

- a. The parties shall participate in a Joint Labor-Management Medical Benefits Committee. The Medical Benefits Committee may consider adjusting employee contribution rates when devising plan changes under this paragraph.
- b. The Guild's representative on the Joint Labor-Management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Guild's representative may, but will not be required to cast a vote. If the Guild's representative votes for a majority recommendation to the Board of County Commissioners that is thereafter adopted by 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.

SECTION B – RETIREMENT

The Employer shall make state-mandated retirement contributions on behalf of eligible employees.

SECTION C - LAW ENFORCEMENT OFFICERS' LIABILITY

The Employer shall provide employees with law enforcement officers' liability coverage through the use of commercial insurance or self-insurance; provided, such protection shall only be provided to the extent of the terms and conditions of the appropriate commercial insurance policies, or in the case of self-insurance, to the extent provided by and in the manner and means of Ordinance No. 116-B.

The Employer agrees to pay or provide legal representation to employees requiring such representation for acts committed during the enforcement of their legal responsibilities; provided, such representation shall be provided only upon the determination by the Sheriff and the Kitsap County Risk Committee that such acts were within the lawful guidelines of their authority.

SECTION D - WORKERS' COMPENSATION SUPPLEMENT

Each employee shall be provided a lifetime benefit of one-hundred and sixty (160) hours of industrial injury leave to supplement the difference between the time-loss payments made through the County's Workers' Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by another person as determined by the Sheriff or designee. Such industrial insurance leave shall be non-accumulating, non-transferable and shall not be payable in any form upon separation of the employee from Kitsap County employment. This leave provision shall expire and the leave shall be withdrawn when persons are no longer represented by this bargaining unit.

ARTICLE IV – LEAVE/HOLIDAY

SECTION A – HOLIDAYS

For purposes of this section only, the following definition shall apply.

The phrase “required to work” means an employee:

- 1.) actually worked the holiday, or
- 2.) was scheduled to work on the holiday and used some type of pre-approved leave, except for Leave Without Pay (LWOP), Labor & Industries (L&I) leave, or Workers’ Compensation Supplement, instead of working that holiday.

1. The following paid legal holidays shall be observed:

New Year’ Day	January 1st
Martin Luther King’s Birthday	3rd Monday in January
President’s Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran’s Day	November 11th
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving Day	4th Friday in November
Christmas Day	December 25th
2 Floating Holidays	At employee’s choice, with supervisor approval

Holiday observance shall begin at 12:01 a.m. and continue for the 24-hour period of each holiday listed above.

- a. If an employee is required to work on one of the above holidays, or if the holiday is observed on one of the employee’s regularly scheduled days off, the employee shall receive eight (8) hours of vacation leave and be paid at their base hourly rate of pay for each hour actually worked on the holiday. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of vacation leave.)

Martin Luther King’s Birthday
President’s Day
Memorial Day
Juneteenth
Labor Day
Veteran’s Day
Day following Thanksgiving Day

- b. If an employee is required to work on one of the holidays below, or if the holiday is observed on one of the employee’s regular days off, the employee shall receive eight (8) hours of vacation leave and will be paid at the rates set forth below in subsections a. and b.; provided, an employee scheduled to work ten (10) hour shifts shall receive

ten (10) hours of vacation leave and will be paid at the rates set forth below in subsections a. and b. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of vacation leave.)

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

- (1) For scheduled shift hours, employees shall be paid at one and one-half (1½) times their base hourly rate of pay for actual hours worked;
 - (2) For actual hours worked beyond the scheduled shift hours, employees shall be paid at two (2) times their base hourly rate of pay. This subsection represents an employee's full compensation owed under this section and under the Overtime section of this Agreement.
2. The floating holidays may be taken by an employee, including a probationary employee, at any time during the calendar year with prior approval of the Chief of Corrections or designee.
 - a. The floating holidays shall not accumulate from year to year.
 - b. Upon resignation or retirement with two weeks notice, layoff, dismissal or death, the employee or beneficiary shall receive payment for any unused floating holiday.
 3. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

SECTION B – VACATION LEAVE

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

Upon employment	8 hours per month
Upon completion of three years employment	10 hours per month
Upon completion of five years employment	13.33 hours per month
Upon completion of ten years employment	16.67 hours per month
2. Employees shall attempt to use vacation leave during the year in which it is earned. No more than 360 hours of vacation leave may be carried from one calendar year to the next; provided, that if any employee has made reasonable attempts during the year to use vacation leave, but has been unable to do so due to the needs of the Employer, the employee may carry over the unused leave to the next calendar year. Requests for vacation leave must be approved in advance by the Sheriff or his designee. Vacation leave shall be taken at times scheduled by the Sheriff or his designee.
3. Upon separation of an employee by retirement, resignation with two weeks notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused vacation leave at the rate being paid at the time of separation;

SECTION C - SICK LEAVE

1. Employees hired after May 31, 1988 shall earn and accumulate sick leave at the rate of eight (8) hours for each month of employment; provided, not more than one thousand two hundred (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 twelve (12) hours for each month of employment; provided, not more than one thousand two hundred (1200) hours of sick leave may be carried from one calendar year to the next.
3. Paid sick leave shall be allowed 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;
 - 1) "Family member" is defined as a child or parent (including biological, adopted, foster, step, legal guardian, or in loco parentis), a spouse, registered domestic partner, spouse's or domestic partner's parent, grandparent, grandchild, or sibling.
 - 2) Accrued sick leave may be used for bereavement leave as provided in this manual 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.
 - 1) Authorized use of paid sick leave for domestic violence, sexual assault or stalking includes:
 - i. 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.
 - ii. Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
 - iii. Attending health care treatment for a victim who is the employee's family member.

- iv. 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.
 - v. 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.
 - vi. 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.
4. Any sickness or injury for which an employee desires to take sick leave shall be reported at least 10 days in advance, or as early as practicable, to the Sheriff or his designee. If an employee is not able to report for the start of his/her regular shift due to illness or injury, notification must be made prior to the beginning of that work shift. If the employee is incapacitated or physically unable to contact his/her supervisor, the employee will contact his/her supervisor as expeditiously as possible. Sick leave must be reported to the immediate supervisor.
5. The employee will need to repeat this notification for each day that they are ill, unless otherwise directed by the supervisor. If the employee has a physician's release-from-duty, the employee will not need to repeat the notification for the duration of the release. Early return from an extended absence requires personal notification. For absences longer than three (3) days, the employer may request verification by the employee's doctor that the employee is ready to return to duty if there is some question about that readiness.
6. When employees know of the need to use sick leave in advance, the employee will provide notice to the supervisor at least 10 days in advance, or as early as practicable. Employees are encouraged to schedule appointments, whenever possible, outside their regular working hours, during non-peak periods or near the beginning or end of their scheduled shift. Supervisors may expect the employee to report the anticipated length of absence, if known.
7. The employer has a right to monitor sick leave use.
8. Upon separation with two weeks' notice, employees who are eligible for retirement under the Public Employees' Retirement System (PERS) or Public Safety Employees' Retirement System (PSERS) will receive payment for twenty-five percent (25%) of all remaining sick leave accrued after January 1, 1985.
9. 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.
10. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to vacation leave on a 10 to 1 ratio. (As an example, if the employee earned 12 days of sick leave in a calendar year and used no sick leave, they could convert the 12 days to 1.2 days of vacation leave). If an employee chooses to convert sick leave, the vacation 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 requests for conversion to the employing department on or before January 31.

SECTION D – ABSENTEEISM & UNEXCUSED ABSENCES

1. Employees are required to maintain regular and prompt attendance on their jobs. Regular and prompt attendance is an essential function of each employee's job. Once an employee has reported to work as scheduled, any absence during the work day must be reported. Absenteeism, tardiness, and unauthorized absences during the scheduled work day may result in leave without pay, and/or disciplinary action depending on the frequency and duration of absences. Disciplinary action may include, but is not limited to: oral warnings, written reprimands, suspension without pay, reduction of vacation leave or discharge.
2. Definitions:
 - a. Absenteeism: The voluntary or unexcused absence from work, including:
 - (1) Failure to report to work.
 - (2) Late arrival to, or early departure from, work.
 - (3) Absences from the work area during the day.
 - b. Unexcused Absences: Those absences for which no valid or truthful reason is given or failure to follow proper procedures when requesting the absence.
 - c. The definitions under sub-sections 2.a and 2.b above shall not include absences for sick leave as permitted under Article III, Section E (Sick Leave).
3. Supervisors and command officers are responsible for consistently enforcing the Sheriff's policies regarding absenteeism, including properly and fairly documenting employee's performance.

SECTION E - FAMILY AND MEDICAL LEAVE

Employees shall be eligible for Family and Medical Leave pursuant to the policies and procedures adopted by Kitsap County, for the purpose of implementing federal and state statutory requirements.

In cases involving the care and medical attention of a newborn dependent child, employees may elect to retain up to forty (40) hours of vacation while utilizing Family and Medical Leave, but such hours shall not be used to extend the Family and Medical Leave. **NOTE:** Registered Domestic Partners (RDP) are covered under the Sick Leave provisions of this Section. In order to qualify for this provision, an Employee's domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Personnel Division.

SECTION F - BEREAVEMENT LEAVE

Bereavement leave with pay shall be allowed for an employee to attend a funeral or memorial service and/or to make other arrangements following a death in the employee's immediate family. Immediate family members for purposes of this section includes the following, whether related by blood or marriage:

- Spouse/Registered Domestic Partner (RDP)
- Child, Grandchild, Great-grandchild
- Sibling
- Parent, Grandparent, Great-grandparent
- Aunt, Uncle, Niece, Nephew

No more than three (3) shifts bereavement leave is allowed per occurrence and is not required to be consecutive. Employees shall be allowed at least five (5) shifts off per occurrence; provided, the fourth (4th) and fifth (5th) day is charged to the employee's sick leave. Additional time off required for grieving may be authorized as sick leave, vacation leave, or compensatory time off. 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, in writing, prior to taking bereavement leave; however, 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.

ARTICLE V – GENERAL

SECTION A – TERM

This Agreement shall be in full force and effect from January 1, 2022 and shall remain in full force and effect through December 31, 2022 unless otherwise stated specifically within the agreement.

SECTION B – ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Employer and Guild voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

SECTION C – FUTURE NEGOTIATIONS

Negotiations on proposed amendments to this Agreement may be had at any time by mutual agreement of Guild and Employer. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiation.

On or before July 1, 2022, the Guild and Employer shall meet to discuss and negotiate a replacement for this Agreement. 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. The parties shall meet as frequently as necessary to reach agreement. Both the Guild and the Employer pledge to bargain and negotiate in good faith.

SECTION D – SUPERIORITY

Any provision of this Agreement which 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, Guild and Employer shall meet forthwith and proceed to negotiate a replacement provision.

**KITSAP COUNTY CORRECTIONS
OFFICERS GUILD**

Scott Kasten 1483 March 31, 2022
Scott Kasten, President Date

KITSAP COUNTY SHERIFF'S OFFICE

John Gese March 30, 2022
John Gese, Sheriff Date

DATED this 11th day of April 2022

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



E. E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:
Dana Daniels
Dana Daniels, Clerk of the Board

APPENDIX A – Salary Scale

2022 Rates
Kitsap County
Corrections Officers' Guild (non-exempt/hourly)

<u>Step:</u>	1	2	3	4	5	6	7	8	9	10	11	12	13
Corrections Officers	\$ 29.10	\$ 29.83	\$ 30.58	\$ 31.34	\$ 32.12	\$ 32.92	\$ 33.74	\$ 34.58	\$ 35.44	\$ 36.33	\$ 37.24	\$ 38.17	\$ 39.12

APPENDIX B – 2022 Benefits Contribution Rates

2022 Kitsap County Monthly Insurance Rates & Contributions for Corrections Officers & Corrections Sergeants												
Kaiser Permanente of WA (HMO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	699.34	699.34	0.00	1,208.98	1,199.28	9.70	1,434.30	1,411.58	22.72	1,943.64	1,912.58	31.06
Classic	748.62	724.92	23.70	1,295.26	1,243.40	51.86	1,535.32	1,450.28	85.04	2,081.62	1,948.88	132.74
HDHP w/HSA*	555.24	554.80	0.44	956.24	922.64	33.60	1,138.96	1,092.08	46.88	1,540.24	1,460.20	80.04

Aetna (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	727.80	708.64	19.16	1,261.08	1,216.38	44.70	1,492.46	1,427.00	65.46	2,025.70	1,918.40	107.30
Classic	793.94	717.40	76.54	1,376.84	1,230.70	146.14	1,628.04	1,442.58	185.46	2,210.84	1,957.54	253.30
HDHP w/HSA*	609.18	598.46	10.72	1,053.50	1,002.58	50.92	1,249.30	1,182.32	66.98	1,693.56	1,586.36	107.20

VSP Vision	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Extended Plan	19.64	19.64	0.00	19.64	19.64	0.00	19.64	19.64	0.00	19.64	19.64	0.00

Dental	Employee Only			Employee + 1 Child			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Delta Plan D	58.43	58.43	0.00	103.53	99.03	4.50	103.53	99.03	4.50	186.69	173.87	12.82
Willamette	61.24	58.44	2.80	101.86	94.72	7.14	101.86	94.72	7.14	162.99	149.73	13.26

Basic Life Insurance	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Standard Basic Life	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	0.00

Employee monthly cost is shown. Payroll deductions will be pre-taxed and split in half between 1st and 2nd pay periods each month.

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 Drug and Alcohol Policy, Chapter 2, Section G, Appendix E
Employee Assistance Program, Chapter 8, Section M
Electronic Communications and Social Media Use Policy, Chapter 9, Section D & E, Appendix F
Protected Leaves Policy, Appendix G
Policy Prohibiting Discrimination and Harassment, Chapter 2, Section A & B, Appendix H
Workplace Violence Policy, Chapter 2, Section L, Appendix L
Travel Reimbursement Policy, Chapter 3, Section E, Appendix K
Whistleblower Policy, Chapter 2, Section I, Appendix P

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 - CORRECTIONS OFFICER BILL OF RIGHTS

A. General Procedures:

1. A relationship of trust and confidence between employees of the Kitsap County Corrections Officers Guild and their employer is essential to effective law enforcement. Corrections Officers must be free to exercise their best judgment and to initiate action in a reasonable, lawful, and impartial manner without fear of reprisal. Corrections officers 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 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. Any questioning shall remain consistent with the scope of the notice of investigation and interview provided to the employee; Provided, however, nothing herein shall limit the right of the County to question the employee about additional policy violations discovered during the course of the investigation.

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 recording is made of the questioning, upon request, the employee shall be given a copy of any tape recording in which they participated. Recordings will be made if the interviewee consents to such recording, in accordance with state law, the failure of which shall not be used as evidence against the employee in any final disciplinary action. 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. Effective upon execution of KC-405-16, no later than thirty (30) days after

notice is provided to the employee, the Chief of Corrections, or his/her designee, shall provide the employee either with a notice of proposed discipline if the complaint was sustained or other misconduct found or, if a reasonable delay is necessary, a timeline for when the final decision will be issued.

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. Use of Lethal Force:

When an employee, whether on or off duty, uses lethal force the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The employee may be asked, however, to answer voluntarily questions soliciting information pertaining to officer and/or public safety. Employees involved in the use of lethal force shall be allowed to consult with a Guild representative or attorney prior to being required to provide a statement regarding that use of lethal force. The affected employee may waive the requirement to wait forty-eight (48) hours. Nothing in this section, however, shall be construed as authority for compelling an officer to prepare a response. Whether the officer is ordered to prepare a response will depend upon the circumstances of the particular situation, including whether the officer is the subject of a criminal investigation.

D. 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. If the Employer believes that the document(s) is subject to disclosure, it will notify the employee. 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. Written reprimands will not be considered "active" for the purpose of further progressive discipline after two (2) years if no further incidents or discipline occur.

5. Nothing herein shall be construed as limiting any rights the Guild has under the law to access to records.

E. 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 the employee concur 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.

**APPENDIX E - CODE OF PROFESSIONAL CONDUCT AND
RESPONSIBILITY
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**CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY
FOR
KITSAP COUNTY CORRECTIONS OFFICERS**

PREAMBLE

WHEREAS, corrections officers 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 Corrections Officers 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 Kitsap County Corrections Officers, 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 corrections officers establish and conform to a Code of Professional Conduct and Responsibility for Kitsap County Corrections Officers.

GENERAL STATEMENT

Corrections Officers 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 corrections profession 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 corrections profession.

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

DEFINITIONS

This Code of Professional Conduct and Responsibility for Kitsap County Corrections Officers 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. “*Corrections Officer*” means a regular employed and full-time or part-time, limited commissioned corrections officer Kitsap County.
- B. “*Canons*” are statements of axiomatic norms, expressing in general terms the standards of professional conduct expected of corrections officers in their relationship with the public, the criminal justice system, and the corrections 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 corrections officer shall strive. They constitute a body of principles that can be relied upon by the corrections officer for guidance in specific situations.
- D. “*Disciplinary Rules*” are mandatory precepts that specify an unacceptable level of conduct for all corrections officers, regardless of their rank or the nature of their assignment. Any corrections officer 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 oral 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 officer which shall be adhered to in each and every disciplinary investigation or proceeding against the officer. This does not preclude an employing agency from establishing a more comprehensive procedure, but serves to guarantee to each corrections officer a minimum procedure that ensures fair and just treatment.
- F. “*Administrative investigation*” is an investigation conducted to determine whether or not an officer has violated any provision of this code, or an agency rule or regulation; or whether an officer is impaired or unfit to perform the duties and responsibilities of a peace officer.
- G. “*Formal discipline*” refers to the final adjudication of administrative or disciplinary charges. Formal discipline shall be deemed final only after an officer has exhausted or waived all legal remedies available and actual discipline has been invoked.

CORRECTIONS OFFICER CANNONS OF ETHICS
With
ETHICAL STANDARDS and DISCIPLINARY RULES

CANON ONE

CORRECTIONS OFFICERS 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 Corrections officers shall recognize that the primary responsibility of their profession and of the individual officer 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 Corrections officers shall be aware of the extent and the limitations of their authority in the enforcement of the law.
- STANDARD 1.3 Corrections officers shall apply themselves to the diligent study of the principles and new enactment's of the laws they enforce.
- STANDARD 1.4 Corrections officers shall be responsible for keeping abreast of current case law as applied to their duties.
- STANDARD 1.5 Corrections officers shall endeavor to uphold the spirit of the law, as opposed to enforcing merely the letter of the law.
- STANDARD 1.6 Corrections officers shall respect the dignity and the human rights of all individuals, and shall uphold the Constitutional rights of all persons.

DISCIPLINARY RULES

Corrections officers 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.

- 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 police power.

CANON TWO

CORRECTIONS OFFICERS 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 Corrections officers shall be aware of their lawful authority to use that force reasonably necessary in securing compliance with their lawful duties.
- STANDARD 2.2 Corrections officers shall truthfully, completely, and impartially report, testify, and present evidence in all matters of an official nature.
- STANDARD 2.3 Corrections officers shall follow legally sanctioned practices in such areas as inmate discipline, arrest or detention, searches, seizures, and collection and preservation of evidence.
- STANDARD 2.4 Corrections officers shall follow the principles of integrity, fairness, and impartiality in connection with their duties.

DISCIPLINARY RULES

Corrections officers shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 2.1 they willfully use excessive force under color of authority.
- RULE 2.2 they willfully fail to use or attempt to use that force or restraint reasonably required under the circumstances.
- RULE 2.3 they exhibit cowardice in the performance of their duties.

- RULE 2.4 they knowingly, with intent to deceive or misrepresent, omit relevant facts or otherwise falsify an official report.
- RULE 2.5 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 2.6 they willfully allow expediency to replace compliance with lawfully required procedures.
- RULE 2.7 they willfully fail to deal fairly and impartially with those whom they contact in their official capacity.

CANON THREE

CORRECTIONS OFFICERS SHALL REGARD THE DISCHARGE OF THEIR DUTIES AS A PUBLIC TRUST AND SHALL RECOGNIZE THEIR RESPONSIBILITIES TO THE PEOPLE WHOM THEY ARE SWORN TO PROTECT AND SERVE.

ETHICAL STANDARDS

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

DISCIPLINARY RULES

Corrections officers 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.
- 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 corrections officers.

CANON FOUR

CORRECTIONS OFFICERS WILL SO CONDUCT THEIR PUBLIC AND PRIVATE LIFE THAT THEY EXEMPLIFY THE HIGH STANDARDS OF INTEGRITY, TRUST, AND MORAL TURPITUDE DEMANDED OF A MEMBER OF THE CORRECTIONS PROFESSION.

ETHICAL STANDARDS

- STANDARD 4.1 Corrections officers 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 tour duty.
- STANDARD 4.2 Corrections officers shall not consume intoxicating beverages while on duty or while in uniform.

- STANDARD 4.3 Corrections officers shall not use any narcotics, hallucinogens, or any other controlled substances except when legally prescribed. When such controlled substances are prescribed, officers shall notify their superior officer of any limitations resulting from such use, as well as the expected duration of its use, prior to reporting for duty.
- STANDARD 4.4 Corrections officers 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 officers unable to perform their duties.
- STANDARD 4.5 Corrections officers 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.
- STANDARD 4.6 Corrections officers shall not engage in illegal political activities.
- STANDARD 4.7 Corrections officers shall not permit or authorize for personal gain the use of their name or photograph and official title identifying them as corrections officers in connection with testimonials or advertisements for any commodity, commercial enterprise, or commercial service which is not the product of the officer involved.
- STANDARD 4.8 Corrections officers shall not engage in any activity which would create a conflict of interest, or would be in violation of any law.
- STANDARD 4.9 Corrections officers shall at all times conduct themselves in such a manner that they do not bring discredit to the corrections profession or their employing agency.
- STANDARD 4.10 Corrections officers shall not manifest disrespect or insolent, mutinous, or other insubordinate attitude or conduct, either by action, speech or behavior.
- STANDARD 4.11 Corrections officers shall conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow officers, superiors and subordinates.
- STANDARD 4.12 Corrections officers 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 Corrections officers 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

Corrections officers 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 tour of duty.
- 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 the corrections 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 officers, in connection with testimonials or advertisements of any commodity or commercial enterprise which is not the product of the officer involved.
- 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 officers, superiors, and subordinates.
- 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

CORRECTIONS OFFICERS 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 Corrections officers shall not restrict the freedom of individuals, whether by detention or arrest, except to the extent necessary to legally and reasonably apply the law.
- STANDARD 5.2 Corrections officers 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 Corrections officers 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

Corrections officers 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.

CANON SIX

CORRECTIONS OFFICERS SHALL ASSIST IN MAINTAINING THE INTEGRITY AND COMPETENCE OF THE CORRECTIONS PROFESSION.

ETHICAL STANDARDS

- STANDARD 6.1 Corrections officers shall recognize that every person in our society is entitled to professional, effective, and efficient correctional services.
- STANDARD 6.2 Corrections officers shall comport themselves so as to set exemplary standards of performance for all corrections personnel.
- STANDARD 6.3 Corrections officers 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 Corrections officers 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 Corrections officers 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 Corrections officers 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

Corrections officers 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.
- RULE 6.2 they willfully fail to maintain or demonstrate the degree of competency expected of a corrections officer.
- RULE 6.3 they knowingly fail to disclose or report to proper authority those officers who are incompetent, in circumstances in which the incompetence puts the public, fellow officers, or the officer him/herself in jeopardy, 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 officers who commit any act which brings discredit to the profession, or who otherwise demonstrates themselves to be unsuited for the profession.
- 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 profession.
- RULE 6.6 they demonstrate by their performance a lack of sufficient knowledge of current techniques, concepts, laws and requirements of the profession 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, officers deficient in their performance.

CANON SEVEN

CORRECTIONS OFFICERS SHALL COOPERATE WITH OTHER OFFICIALS AND ORGANIZATIONS WHO ARE USING LEGAL AND ETHICAL MEANS TO ACHIEVE THE GOALS AND OBJECTIVES OF THE CORRECTIONS PROFESSION.

ETHICAL STANDARDS

- STANDARD 7.1 Corrections officers, 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 Corrections officers, whether requested through appropriate channels or called upon individually, shall render needed assistance to any other officer in the proper performance of their duty.
- STANDARD 7.3 Corrections officers shall, within legal and agency guidelines, endeavor to communicate to the people of their community the goals and objectives of the profession, and keep them apprised of conditions which threaten the maintenance of an ordered society.
- STANDARD 7.4 Corrections officers 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

Corrections officers shall be subject to disciplinary action for unprofessional conduct whenever:

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

CANON EIGHT

CORRECTIONS OFFICERS SHALL NOT COMPROMISE THEIR INTEGRITY, OR THAT OF THEIR AGENCY OR PROFESSION, BY ACCEPTING, GIVING, OR SOLICITING ANY GRATUITY.

ETHICAL STANDARDS

- STANDARD 8.1 Corrections officers 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 corrections officers from normal social practices, or to preclude gifts among friends, associates or relatives, where appropriate.

STANDARD 8.2 Corrections officers shall not consider their badge of office as a license designed to provide them with special favor or consideration.

DISCIPLINARY RULES

Corrections officers 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

CORRECTIONS OFFICERS SHALL OBSERVE THE CONFIDENTIALITY OF INFORMATION AVAILABLE TO THEM THROUGH ANY SOURCE, AS IT RELATES TO THE CORRECTIONS PROFESSION.

ETHICAL STANDARDS

STANDARD 9.1 Corrections officers shall be aware of and shall meticulously observe all legal restrictions on the release and dissemination of information.

STANDARD 9.2 Corrections officers 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 Corrections officers 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 Corrections officers 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 Corrections officers shall treat as confidential all matters relating to investigations, internal affairs, and personnel.

DISCIPLINARY RULES

Corrections officers 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 F – Ten Hours and Fourty Minutes Shift Schedules

Kitsap County Sheriff's Office

CORRECTIONS OFFICERS SCHEDULE and STRUCTURE CHANGE AFFECTING CORRECTIONS OFFICERS' ON TEN HOURS AND FOURTY MINUTE SHIFT SCHEDULE

MEMORANDUM OF UNDERSTANDING

Definitions

1. "Team" is defined as the squads that comprise a work group that provide 24-hour coverage on a particular day. There are two Teams: Green and Gold.
2. "Squad" is defined as the Corrections Officers reporting to a Sergeant and assigned to a specific watch of shift.
3. "Shift is defined as one work period (1st Watch – Day shift, 2nd Watch – Mid shift, 3rd Watch – Swing shift or 4th Watch – Graveyard) and is comprised of 10 hours and 40 minutes.
4. "Long Term" is defined as any time frame more than 30 consecutive days.
5. "KCCOG" is the Kitsap County Corrections Officer Guild.
6. "7k/28 days" is defined as trade days, which are days that are exchanged on a one for one (day for day) ratio taken within the current 28-day work period. All trade days or hours will be recorded on the shift calendars or current scheduling program by a Supervisor.
7. "Flex" s defined as a change of shift start and end times.
8. "Contractual Overtime" – A Corrections Officer assigned to work a shift comprised of 10 hours and 40 minutes shall receive overtime compensation as set forth in the Overtime section of the current collective bargaining agreement (CBA) for all hours worked in excess of the 10 hours and 40-minute shift.

The parties to this MOU acknowledge that the County has adopted the 7(k) exemption under the Fair Labors Standards Act (FLSA) for the purposes of establishing a twenty-eight (28) day work period with a FLSA overtime threshold of 171 hours and that in doing so the parties are able to implement this new schedule. The 28-day work period coincides with two bi-weekly pay periods used by the County.

The Schedule

This schedule is for Corrections Officers assigned to the Corrections Operations only.

1. Corrections Officer will work a cycle of consecutive days as follows: 5 days on duty, 4 days off duty, 5 days on duty, 4 days off duty, 5 days on duty, 5 days off duty. This represents one cycle.
2. The daily on duty shift is 10 hour 40 minutes in length.
3. Overlap of teams will occur on Fridays.

4. Shift assignments of Corrections Officers assigned to Administrative assignments will be determined by the Chief of Corrections.

Shift Start and Ending Times

The following hours apply to Corrections Officers on the 10 hour 40 minute shift schedule only:

1 st Watch – Day Shift Early	0540-1620 hours
1 st Watch – Day Shift Late	0820-1900 hours
2 nd Watch – Mid Shift	1100-2140 hours
2 nd Watch – Swing Shift	1620-0300hours
3 rd Watch – Graveyard Early	1900-0540hours
3 rd Watch – Graveyard Shift Late	2140-0820 hours

The parties agree to re-examine the shift start and end times in October 2022 to evaluate the schedule arrangement and work together to arrive at mutual agreement on any changes to these start and end times, if necessary.

Overlap days

1. Squads scheduled to regularly work on “overlap days” will work their normal shifts (1st, 2nd, and 3rd watches).
 - Squads may be assigned to attend training, conduct proactive work, or complete other duties as assigned.
 - The Sheriff’s Office will provide a minimum of (14) days’ notice for activities requiring a squad or individual to flex their hours (shift start and end times). This (14) days’ notice can be waived by mutual agreement.
 - Leave will be approved first for Officers on the Squad on an overlap day that falls on the first day of the Squads work week, provided Officers on block leave will be granted first priority.

Corrections Operations Shift Bidding

1. Shift Bids will occur once each calendar year; for two shift changes. The bid will begin on the first Monday of December of each year; except for the initial shift bid.
2. Shifts are bid in six calendar month blocks.
 - The first six month block will begin on the first Monday of the first full pay period of February and run through the last full pay period of July, with the exception of implementation that will result in the first block consisting of five months.
 - The second six month block will begin on the first full pay period of August and run through the second full pay period of the following January.
3. Corrections Officers must stay on the same Team (Green or Gold) for the entire calendar year.
4. If a Corrections Officer Teams when bidding the next calendar year, it may cause some employees to work more than five consecutive days. The parties agree that these additional

days will be taken as 7k/28 days (trade days at a 1:1, day for day ratio and must be taken within the current 28 day cycle) and will be by mutual agreement. The County will not pay overtime or grant compensatory time due to employees rotating from their initially selected Team unless required by FLSA guidelines.

5. All Corrections Officers will bid by seniority.

6. This section of the MOU does not apply to Probationary Corrections Officers Shift schedules for Probationary Corrections will be assigned as necessary, considering the employees training needs and the expectations of the FTO Program. Should the Probationary Corrections Officer's probation end within 30-days of the first six- month block, the Officer will be allowed to bid for the second six-month term.

Recommended Minimum Staffing Levels

The recommended minimum staffing levels vary throughout each 24 hour period. A shift Sergeant, with input from the Operations Lieutenants and Corrections Chief will have the discretion to operate a shift above or below recommended levels based on needs of the facility and available personnel.

Covering Short Term Corrections Officer Shift Shortages

1. Shift Sergeants have the discretion to hold over Corrections Officers to supplement their scheduled staffing when staffing levels fall under the minimum or there is a facility emergency
2. A shift Sergeant will first solicit volunteers from the on duty shifts to fill a shortage. If more than one Corrections Officer volunteers, the Sergeant will select the officer that volunteered first.
3. If no Corrections Officer volunteers, the Sergeant will call "off-duty" Corrections Officers until they locate a volunteer to fill the shortage.

Covering Long Term Corrections Officer Shortages

1. Volunteer(s) will be sought to change squads within the Shift or Team to fill-in where needed.
2. If no Corrections Officer volunteers on the same Team, volunteer(s) will be sought from the other Team.
3. If no Corrections Officer still volunteers, then Corrections Officers may be ordered to move to another shift/squad/team by reverse seniority. Corrections Officers ordered to move will be given at least 14 days notice.

Corrections Officers Training Days

1. The standard 10 hour 40 minute shift will be utilized to cover travel time and training time. Any training day up to 10 hours and 40 minutes but not less than 9 hours will be counted as an entire work day. Travel time only applies to off-site training from and to the jail.

2. A training day that is less than 9 hours, including travel time if offsite, requires the employee to report directly to work after the training and work the remaining time necessary to fulfill a full 10 hours and 40 minute shift. Employees may also take the time off utilizing accrued leave or compensatory time with supervisor approval.
3. Mandatory training that exceeds 10 hours and 40 minutes time will be considered overtime and will be handled in accordance with the KCCOG collective bargaining agreement.
4. Voluntary training days on scheduled days off will be taken as 7k/28 days as staffing levels allow. The date(s) the 7k/29 days are taken will be selected and approved prior to the employee attending the training and must be taken within the current 28-day work cycle. If the 7k/28 day cannot be taken within the same 28 day work cycle, hour for hour comp time can be approved. Any voluntary training that exceeds the employee's normally scheduled shift length (i.e. – 8hrs, 10hrs 40min) on scheduled work days or scheduled days will be taken as 7k/28days.
5. Mandatory training on scheduled days off may be taken as overtime or comp time per the collective bargaining agreement.
6. The Sheriff's Office will provide a minimum of (14) days' notice for mandatory training on scheduled work days requiring a squad or individual to flex their hours (shift start and end times). This (14) days' notice can be waived by mutual agreement.

In-Service Training

1. Work shifts may be changed by the employer to accommodate structured in-service training as follows. There will be no more than four (4) structured in-service training days, per squad, per year:
 - A. With at least twenty eight (28) calendar days advance notice provided to the employee.
 - B. The shift change will be for a full training day.
 - C. The parties further agree that the foregoing may be changed by mutual agreement, on a case-by-case basis.
2. The Sheriff's Office may restrict leave for employees on the structured in-service days.

Miscellaneous Provisions

1. The maximum number of work hours allowed for Corrections Officers to work will normally be 16 consecutive hours in any 24 hour period. Corrections Officers should be provided a minimum of eight (8) hours of rest between shifts. Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall be responsible for approving such exceptions. Examples of exigent situations where Corrections Officers may be required to work more than 16 hours in a 24 hour period include, but are not limited to: necessary report completion, facility emergencies, and court appearance.
2. When a voluntary transfer or disciplinary transfer occurs that moves an employee from this schedule to another schedule or from another schedule to this schedule, any time after the February shift rotation the County will calculate the hours already worked and the hours scheduled to be worked for the remainder of the year. Should the combined hours exceed 2080 hours; the County will work with the employee to schedule the time off over the remaining pay periods in the year. Should the calculated hours equal less than 2080 hours, the employee will

be required to work the number of hours required to equal 2080 hours (pay back mode). The employee may “payback” the time at the beginning or ending of their normally scheduled shift, or working on their day off in “pay back” mode there will be no overtime compensation for that time. This section would not apply to Corrections Officers who are required to transfer due to a long term or short term transfer.

3. Vacation leave, sick leave and comp time accrual remain the same. 10 hours and 40 minutes is needed to take a full day off under this schedule.
4. Premium Holiday compensation will be paid per the “Holidays” article of the collective bargaining agreement. (Article III, Section A of the CBA)
5. Holiday accrual in lieu of holidays off will be 110 hours of accrued vacation time (11 holidays at 10 hours per holiday) and two floating holidays at 8 hours for a total of 126 hours of leave.
6. Requests for vacation, compensatory time, sick leave and bereavement leave will be taken in twenty minute (20) minute increments, with the minimum request of twenty (20) minutes.
7. All administrative assignments and specialty assignments may remain on a five (5) day, eight (8) hours shift schedule with contractual overtime compensation handled as set forth in the current collective bargaining agreement at the discretion of the Corrections Chief. When this change in working hours occurs it will be handled in the same manner as #3 above.

Terms of the Agreement

1. The 10 hour 40 minute (5 on, 4 off; 5 on, 4 off; 5 on, 5 off) pilot program is expected to begin on the first Monday of the first full pay period of February, with the exception of the initial shift rotation.
2. Any change to this schedule/agreement must be by mutual agreement between the parties; the KCCOG, the Sheriff’s Office and Kitsap County.
3. This agreement supersedes all previous related MOU’s and KCCOG contract provisions to the extent they conflict with any of these provisions. In the event the parties revert from the pilot program schedule, those terms are restored.
4. Either party reserves the right to revert back to the prior schedule. Should either party desire to revert back to the prior schedule, they must provide sixty (60) calendar days’ notice of its intent to do so.