

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-A

RE: Contracting out of emergency plumbing work for clogged “pinners” in Kitsap County Jail

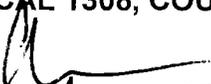
Background:

AFSCME Local 1308 (the “Union”) represents Facilities Maintenance & Operations (M&O) Technicians and Specialists, whose regular work includes maintaining Jail mechanical systems such as air handlers, HVAC, electrical, plumbing and roofing. Inmates have increased activity to plug up toilet drains, requiring work to de-plug the toilet drain systems. This work detracts from Facilities M&O Technicians’ and Specialists’ main work and responsibilities and requires specialized training, equipment and disposal, yet is not sufficiently frequent enough to require or justify hiring staff solely to perform this work. Kitsap County (the “County”) has had a long-standing practice of contracting for back-up of this work; this contracting out has been for emergency work and has been infrequent in nature.

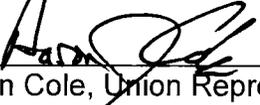
Agreement:

1. The Union agrees that the County may contract out solely that work associated with de-plugging the Jail facility inmate toilet drains, known as “pinners”. This Agreement does not authorize the contracting out of work de-plugging other Jail facility toilet drains not used by the inmate population, nor any other work currently performed by Facilities M&O Technicians and Specialists.
2. The County acknowledges that infectious disease protections are important to the safety of County employees. The County agrees to continue a regular training program for Facilities M&O Technicians and Specialists regarding appropriate protections and procedures for work involving drainpipe maintenance and sewage handling.
3. This contracting out will be non-precedent setting.
4. This Agreement will be in full force and effect from September 24, 2019 for a term of fourteen (14) months, through November 24, 2020. At any time, the parties may agree to meet to review the contract performance and activity. This Memorandum of Understanding may be extended by mutual agreement of the parties.

WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO
LOCAL 1308, COURTHOUSE EMPLOYEES



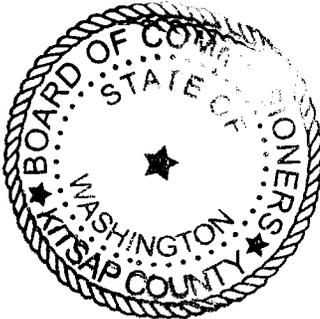
Cynthia Samuels, President 10/17/19
Date



Aaron Cole, Union Representative 10/16/19
Date

DATED this 28 day of OCTOBER, 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON





EDWARD E. WOLFE, Chair



CHARLOTTE GARRIDO, Commissioner



ROBERT GELDER, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
KITSAP COUNTY, THE KITSAP COUNTY CORONER'S OFFICE
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)**

KC-408-19-B

RE: Forensic Autopsy Technician Classification

Background

The Coroner's Office has long contracted for forensic pathology services to determine causes of sudden, unexpected, violent, suspicious or unnatural deaths within Kitsap County. The Coroner has identified a way to bring this work in-house while saving money and provide more accountability over autopsy examinations. Human Resources staff worked with the Coroner to review the skills, expertise and competencies that would be needed in staff to perform those functions. No existing classification existed in the County's Classification and Compensation structure to accurately and comprehensively describe those duties and thus the County created two new classifications, Forensic Pathologist and Forensic Autopsy Technician. Additionally, the Board of County Commissioners authorized the creation of two, regular positions within the Coroner's Office, a Forensic Pathologist and a Forensic Autopsy Technician.

The work of Forensic Autopsy Technician has been part of those contracted services. The parties agree it makes sense to bring the newly created classification into the bargaining unit of AFSCME Local 1308 (Courthouse Employees), and to be aligned with the Deputy Coroner classification's pay grade.

Agreement

The parties, Kitsap County (County), the Kitsap County Coroner's Office, and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The Forensic Autopsy Technician classification will be added to the AFSCME Local 1308, Courthouse Contract effective on the date of this Memorandum of Understanding (MOU).
2. The Forensic Autopsy Technician classification will be paid at B4 pay grade (\$53,331.20 - \$73,507.20), equal to the Deputy Coroner classification.
3. Employees in both the Deputy Coroner and Forensic Autopsy Technician positions can volunteer to cross-train in the other classification. Those who are cross-trained will be paid a pay premium of 5% while actively performing the work of the other

classification. For example, a Deputy Coroner would be paid 5% above her/his regular wage while performing the forensic autopsy technician duties.

4. Employees within each classification will be utilized before a cross trained employee will be used to fulfill the cross trained assignment. For example, if a Deputy Coroner is needed, a deputy coroner will perform the work, and, if eligible, will be paid at the overtime rate. Only if no Deputy Coroner is available will work be offered to a cross-trained Forensic Autopsy Technician.
5. Except as expressly provided in this MOU, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
6. This MOU shall be effective upon execution.

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO,
LOCAL 1308**

Aaron Cole 10/16/19
Aaron Cole, Union Representative Date

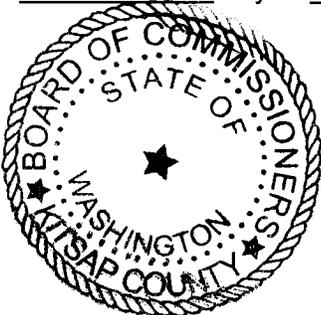
Cynthia Samuels 10/17/19
Cynthia Samuels, President, Local 1308 Date

KITSAP COUNTY CORONER

J. Wallis 10-17-19
Jeffrey J. Wallis Date

DATED this 28 day of OCTOBER 2019.

ATTEST:



Dana Daniels
Dana Daniels, Clerk of the Board

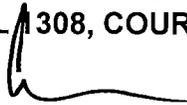
**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

E. E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO
LOCAL 1308, COURTHOUSE EMPLOYEES



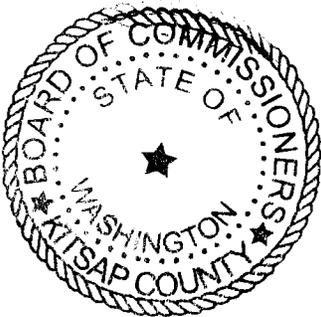
Cynthia Samuels, President 11/14/19
Date

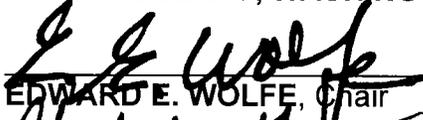


Aaron Cole, Union Representative 11/14/19
Date

DATED this 25 day of NOVEMBER, 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON





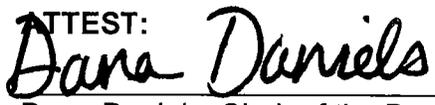
EDWARD E. WOLFE, Chair



CHARLOTTE GARRIDO, Commissioner



ROBERT GELDER, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

Kitsap County Pay Scale

Rates Effective: 1/7/2019

General Service Worker 2 (AA1) added eff. 9/3/2019 per Reso. 141-2019

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

1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Exempt & Non-Exempt)
Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AA1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
GS2AAN	Gen Svc Wkr 2	31,740.80	32,531.20	33,342.40	34,174.40	35,027.20	35,900.80	36,795.20	37,710.40	38,646.40	39,603.20	40,601.60	41,620.80	42,660.80	43,721.60	44,824.00
		15.26	15.64	16.03	16.43	16.84	17.26	17.69	18.13	18.58	19.04	19.52	20.01	20.51	21.02	21.55

Pay Grade: AA2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO1AAN	M&O Worker *	35,318.40	36,192.00	37,107.20	38,043.20	39,000.00	39,977.60	40,976.00	41,995.20	43,035.20	44,116.80	45,219.20	46,342.40	47,507.20	48,692.80	49,920.00
OS1AAN	Office Support Asst	16.98	17.40	17.84	18.29	18.75	19.22	19.70	20.19	20.69	21.21	21.74	22.28	22.84	23.41	24.00

* Effective 1st full pay period in 2020, M&O Worker will move to Grade AA3

Pay Grade: AB1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
LC1ABN	Court Clerk	42,536.00	43,596.80	44,678.40	45,801.60	46,945.60	48,110.40	49,316.80	50,544.00	51,812.80	53,102.40	54,433.60	55,785.60	57,179.20	58,614.40	60,070.40
FS1ABN	Fiscal Support Tech	20.45	20.96	21.48	22.02	22.57	23.13	23.71	24.30	24.91	25.53	26.17	26.82	27.49	28.18	28.88
MO2ABN	M&O Tech															
OS2ABN	Office Support Spec/Legal Asst															

Pay Grade: AB2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP1ABN	Appraiser Asst	46,134.40	47,278.40	48,464.00	49,670.40	50,918.40	52,187.20	53,497.60	54,828.80	56,201.60	57,616.00	59,051.20	60,528.00	62,046.40	63,606.40	65,187.20
CC1ABN	Construction Tech	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34
LC2ABN	Court Clerk-Lead															
FS2ABN	Fiscal Support Spec															
PR1ABN	Program Tech															

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

1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Exempt & Non-Exempt)
Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AB3

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP2ABN	Appraiser-Residential	49,732.80	50,980.80	52,249.60	53,560.00	54,891.20	56,264.00	57,678.40	59,113.60	60,590.40	62,108.80	63,668.80	65,270.40	66,892.80	68,556.80	70,262.40
MA1ABY	Associate Mgmt Analyst	23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13	29.86	30.61	31.38	32.16	32.96	33.78
CC2ABN	Construction Insp 1															
ET1ABN	Engineering Tech															
MO3ABN	M&O Spec															
OS3ABN	Office Support Coord															
PR2ABN	Program Spec															
IT1ABN	Technology Tech															

Pay Grade: AB4

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP3ABN	Appraiser-Commercial	53,331.20	54,662.40	56,035.20	57,428.80	58,864.00	60,340.80	61,859.20	63,398.40	64,979.20	66,601.60	68,265.60	69,971.20	71,718.40	73,507.20	75,337.60
PL1ABN	Associate Planner	25.64	26.28	26.94	27.61	28.30	29.01	29.74	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.22
CC3ABN	Construction Insp 2															
CO1ABN	Deputy Coroner															
FM1ABN	Deputy Fire Marshal 1															
ET2ABN	Engineering Tech Analyst															
FO1ABN	Forensic Autopsy Technician															

Pay Grade: AB5

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
FS0ABN	Associate Financial Analyst	56,929.60	58,344.00	59,800.00	61,297.60	62,836.80	64,417.60	66,019.20	67,662.40	69,347.20	71,073.60	72,841.60	74,672.00	76,544.00	78,457.60	80,412.80
FM2ABN	Deputy Fire Marshal 2	27.37	28.05	28.75	29.47	30.21	30.97	31.74	32.53	33.34	34.17	35.02	35.90	36.80	37.72	38.66
MA2ABY	Mgmt Analyst															
PR3ABY	Program Coord															
ET3ABN	Sr Engineering Tech															
IT2ABN	Technology Spec															
UL1ABN	Utility Analyst															

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1/7/2019
Kitsap County
 AFSCME 1308 Courthouse (Exempt & Non-Exempt)
 Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AC1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
EN1ACN	Engineer 1	64,147.20	65,748.80	67,392.00	69,076.80	70,803.20	72,571.20	74,380.80	76,232.00	78,145.60	80,100.80	82,097.60	84,156.80	86,257.60	88,420.80	90,625.60
FS4ACY	Financial Analyst	30.84	31.61	32.40	33.21	34.04	34.89	35.76	36.65	37.57	38.51	39.47	40.46	41.47	42.51	43.57
PL2ACY	Planner															
PR4ACY	Program Analyst															

Pay Grade: AC3

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
IT3ACY	Technology Analyst	71,323.20	73,112.00	74,942.40	76,814.40	78,728.00	80,704.00	82,721.60	84,780.80	86,902.40	89,065.60	91,291.20	93,579.20	95,908.80	98,300.80	100,755.20
		34.29	35.15	36.03	36.93	37.85	38.80	39.77	40.76	41.78	42.82	43.89	44.99	46.11	47.26	48.44

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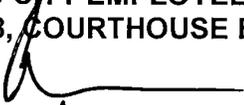
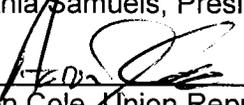
MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 1308,
AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-D

Kitsap County agrees to voluntarily recognize Local 1308, of the Washington State Council of County and City Employees, AFSCME, Council 2 as the Authorized Bargaining Representative for the newly created job classifications of **Programs Coordinator** and **Associate Financial Analyst**, in the Kitsap County departments represented by AFSCME, Local 1308.

The parties agree that the above job classification will be placed under the existing Local 1308 Collective Bargaining Agreement, and if necessary, an addendum to the Agreement will be negotiated to address specific issues that may be unique to this or similar positions.

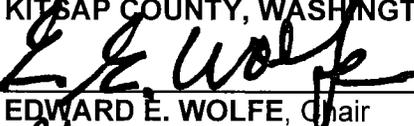
**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO LOCAL
1308, COURTHOUSE EMPLOYEES**

 _____ Cynthia Samuels, President	11/14/19 _____ Date
 _____ Aaron Cole, Union Representative	11/14/19 _____ Date

DATED this 15 day of NOVEMBER, 2019.

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



 _____ EDWARD E. WOLFE, Chair	
 _____ CHARLOTTE GARRIDO, Commissioner	
 _____ ROBERT GELDER, Commissioner	

ATTEST:


Dana Daniels, Clerk of the Board

1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Non-exempt)
Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AA2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO1AAN	M&O Worker	35,318.40	36,192.00	37,107.20	38,043.20	39,000.00	39,977.60	40,976.00	41,995.20	43,035.20	44,116.80	45,219.20	46,342.40	47,507.20	48,692.80	49,920.00
OS1AAN	Office Support Asst	16.98	17.40	17.84	18.29	18.75	19.22	19.70	20.19	20.69	21.21	21.74	22.28	22.84	23.41	24.00

Pay Grade: AB1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
LC1ABN	Court Clerk	42,536.00	43,596.80	44,678.40	45,801.60	46,945.60	48,110.40	49,316.80	50,544.00	51,812.80	53,102.40	54,433.60	55,785.60	57,179.20	58,614.40	60,070.40
FS1ABN	Fiscal Support Tech	20.45	20.96	21.48	22.02	22.57	23.13	23.71	24.30	24.91	25.53	26.17	26.82	27.49	28.18	28.88
MO2ABN	M&O Tech															
OS2ABN	Office Support Spec/Legal Asst															

Pay Grade: AB2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP1ABN	Appraiser Asst	46,134.40	47,278.40	48,464.00	49,670.40	50,918.40	52,187.20	53,497.60	54,828.80	56,201.60	57,616.00	59,051.20	60,528.00	62,046.40	63,606.40	65,187.20
CC1ABN	Construction Tech	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34
LC2ABN	Court Clerk-Lead															
FS2ABN	Fiscal Support Spec															
PR1ABN	Program Tech															

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1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Non-exempt)
Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AB3

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP2ABN	Appraiser-Residential	49,732.80	50,980.80	52,249.60	53,560.00	54,891.20	56,264.00	57,678.40	59,113.60	60,590.40	62,108.80	63,668.80	65,270.40	66,892.80	68,556.80	70,262.40
MA1ABY	Associate Mgmt Analyst	23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13	29.86	30.61	31.38	32.16	32.96	33.78
CC2ABN	Construction Insp 1															
ET1ABN	Engineering Tech															
MO3ABN	M&O Spec															
OS3ABN	Office Support Coord															
PR2ABN	Program Spec															
IT1ABN	Technology Tech															

Pay Grade: AB4

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP3ABN	Appraiser-Commercial	53,331.20	54,662.40	56,035.20	57,428.80	58,864.00	60,340.80	61,859.20	63,398.40	64,979.20	66,601.60	68,265.60	69,971.20	71,718.40	73,507.20	75,337.60
PL1ABN	Associate Planner	25.64	26.28	26.94	27.61	28.30	29.01	29.74	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.22
CC3ABN	Construction Insp 2															
CO1ABN	Deputy Coroner															
FM1ABN	Deputy Fire Marshal 1															
ET2ABN	Engineering Tech Analyst															
FO1ABN	Forensic Autopsy Technician															

Pay Grade: AB5

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
FS0ABN	Associate Financial Analyst	56,929.60	58,344.00	59,800.00	61,297.60	62,836.80	64,417.60	66,019.20	67,662.40	69,347.20	71,073.60	72,841.60	74,672.00	76,544.00	78,457.60	80,412.80
FM2ABN	Deputy Fire Marshal 2	27.37	28.05	28.75	29.47	30.21	30.97	31.74	32.53	33.34	34.17	35.02	35.90	36.80	37.72	38.66
MA2ABY	Mgmt Analyst															
PR3ABY	Program Coord															
ET3ABN	Sr Engineering Tech															
IT2ABN	Technology Spec															
UL1ABN	Utility Analyst															

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

1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Non-exempt)
Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AC1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
EN1ACN	Engineer 1	64,147.20	65,748.80	67,392.00	69,076.80	70,803.20	72,571.20	74,380.80	76,232.00	78,145.60	80,100.80	82,097.60	84,156.80	86,257.60	88,420.80	90,625.60
FS4ACY	Financial Analyst	30.84	31.61	32.40	33.21	34.04	34.89	35.76	36.65	37.57	38.51	39.47	40.46	41.47	42.51	43.57
PL2ACY	Planner															
PR4ACY	Program Analyst															

Pay Grade: AC3

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
IT3ACY	Technology Analyst	71,323.20	73,112.00	74,942.40	76,814.40	78,728.00	80,704.00	82,721.60	84,780.80	86,902.40	89,065.60	91,291.20	93,579.20	95,908.80	98,300.80	100,755.20
		34.29	35.15	36.03	36.93	37.85	38.80	39.77	40.76	41.78	42.82	43.89	44.99	46.11	47.26	48.44

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

**CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)**

KC-408-19-E

RE: Salary Steps and Evaluations

The parties, Kitsap County (County) and AFSCME Local 1308 (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-497-19 (hereinafter CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike through~~, indicating deleted matter.

ARTICLE II – ECONOMICS, HOURS INSURANCE

[Section A omitted]

Section B – Salary Steps and Evaluations

1. Step movement on the Wage and Classification Plan shall be as follows:
 - a. Except as provided in Article II, Section A.1.b (2019-2020 Step Acceleration), for employees hired prior to January 1, 2020, employees at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached, provided the employee receives an overall satisfactory performance evaluation.; ~~provided, an employee must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase pursuant to the County evaluation system:~~

<u>Step</u>	<u>Required Score</u>
<u>2-5</u>	<u>3.0</u>
<u>6-9</u>	<u>3.5</u>
<u>10-15</u>	<u>4.0</u>

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

Step Required Service Time

- 1-4 Progress to the next higher step following six months of service at the current salary step
- 5-15 Progress to the next higher step following twelve months of service at the current salary step

c. Periods in which an employee is on disciplinary probation or an unpaid leave status, (voluntary or involuntary), shall not be included in the required service period.

d. All part-time employees hired on or after January 1, 2017 will be eligible ~~for annual step increases effective on the employee's anniversary date in the position. Part time employees no longer have to work 2080 hours to be eligible. Part time employees will be eligible~~ to receive a step annually on their step increase eligibility date.

e. Step increases shall be retroactive to the date of eligibility if delays in granting of the step increases are due to lack of a current evaluation or failure to submit to the Human Resources Department the required paperwork within designated timeframes.

2. Employee Evaluations. Every new employee should be evaluated ~~on or about three (3) months and before the end of the sixth (6th) months~~ after employment. Probationary employees may be evaluated at any time during their probationary period. Every full-time or part-time employee shall be evaluated annually, prior to the month the employee is eligible for a step increment or the anniversary of the step increment date. Additional performance evaluations may be used when deemed appropriate by the Elected Official/Department Director Evaluations shall be used as a factor in granting regular status, promotions, step increases, transfers, demotions, layoffs and terminations. Concerns regarding performance which could negatively impact the performance evaluation score, should be communicated to the employee in a timely manner, in order to provide the employee an opportunity for taking corrective action. The employee's comments are included in the evaluation. For further information on evaluation procedure, reference the County Personnel Manual.

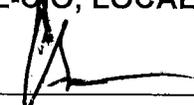
[Section C – J omitted]

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

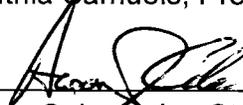
3. The amendment to Article II, Section B.1.a shall be effective~~Except as expressly provided herein, this Amendment shall be effective~~ January 1, 2020;

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WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFSCME,
AFL-CIO, LOCAL 1308



Cynthia Samuels, President 12/4/19 Date

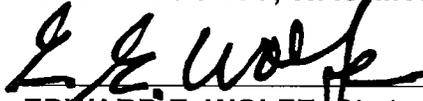


Aaron Cole, Union Staff Representative 12/4/19 Date

DATED this 9th day of December 2019

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

ATTEST:



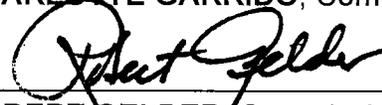
EDWARD E. WOLFE, Chair



CHARLOTTE GARRIDO, Commissioner



Dana Daniels, Clerk of the Board



ROBERT GELDER, Commissioner



CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-F

RE: Impacts of Reorganizing Certain Union Employees under the Kitsap County Sheriff's Office and the Civil Service Commission

Background

Under the current collective bargaining agreement, the classifications of Courthouse Security Officer, Courthouse Security Lead, and Inmate Project Coordinator are organized under the Kitsap County Department of Administrative Services and are not classified as civil service under the jurisdiction of the Civil Service Commission for Kitsap County Sheriff's Employees (Commission).

Effective January 1, 2020, and subject to approval by the Civil Service Commission, the three classifications listed above shall be reorganized under the Kitsap County Sheriff's Office and consequently, in accordance with RCW 41.14, shall be subject to the jurisdiction of the Commission and the Civil Service Rules approved and adopted by the Commission.

This agreement sets forth certain changes to language within the parties' Collective Bargaining Agreement intended to address the impacts of this reorganization.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308 (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-408-19 (hereinafter CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter.

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APPENDIX B

Provisions for Courthouse Security Officers, Courthouse Security Lead, and Inmate Project Coordinator

The provisions set forth in this Appendix are by mutual agreement of the County of Kitsap (the "County") and Local 1308-G of the Washington State Council of County and City Employees, AFSCME, AFL-CIO, (the "Union"). The purpose of this Appendix is to set forth the wages, hours and working conditions for the bargaining unit described in Article I, Section A of this Appendix. The County and the Union agree that except as expressly provided below, all provisions of the collective bargaining agreement by and between Kitsap County and the Washington State Council of City and County Employees, Local 1308-Courthouse Employees, are applicable to the employees of the Local 1308-G bargaining unit. In those instances where provisions of this Appendix are in conflict with the provisions of the Agreement, the provisions of this Appendix shall prevail.

Article I. Rights of the Parties

Section A - Recognition

The County recognizes the Union as the exclusive representative of all regular full-time and regular part-time employees within the classification of Courthouse Security Officer, Courthouse Security Lead, and Inmate Project Coordinator.

Section B - Uniforms

1. The County shall provide to those employees required to wear uniforms, uniforms and individual equipment in accordance with established standards determined and approved by the Sheriff and the Kitsap County Board of Commissioners.
2. Uniforms and individual equipment shall be replaced on an as needed, item for item basis, as determined by the Sheriff or the Sheriff's designee.
3. All uniforms and individual equipment purchased by the County are to be, and remain, the property of the County.

Section C – Armed Security Officer

The County agrees to maintain at least one (1) armed security officer at each secured public entrance to the Courthouse and Juvenile Services Center.

Section D – Inmate Project Coordinator

The positions within the job classification of Inmate Project Coordinator are grant-funded and continued employment is contingent upon available funding. Employees within this job classification will be supervised on a day-to-day basis by the Chief of Corrections or designee. Employees are not guaranteed a minimum number of hours of work. The County reserves the right to cancel work on a daily basis due to inclement weather, lack of work, or for other operational reasons as determined by the Chief of Corrections or designee.

Section E – Relationship to Civil Service

It shall be the obligation of the employee, with the concurrence of the Union, to elect a remedy (Civil Service or grievance arbitration) at Step 2 of the grievance procedure. Submission of a matter to a civil service hearing constitutes an election of remedies and waives the right to pursue the claim under this Agreement.

Section F – Limited Exception for Employees Hired Before January 1, 2020

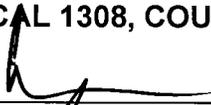
The County and Union agree that employees hired into the classifications of Courthouse Security Officer, Courthouse Security Lead, and Inmate Project Coordinator prior to January 1, 2020 shall not be retroactively subject to the hiring requirements provided under the Civil Service Rules; however, such employees shall be prospectively subject to any promotional hiring requirements provided under the Civil Service Rules.

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

3. Except as expressly provided herein, this Amendment shall be effective January 1, 2020.

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO
LOCAL 1308, COURTHOUSE EMPLOYEES**

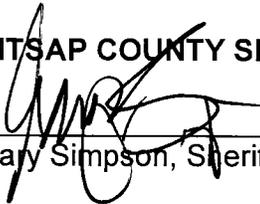


Cynthia Samuels, President 1/14/20
Date



Aaron Cole, Union Representative 1-17-20
Date

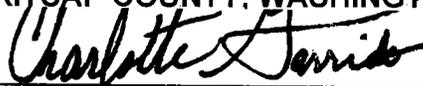
KITSAP COUNTY SHERIFF'S OFFICE



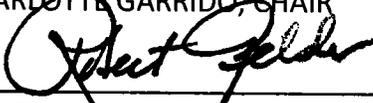
Gary Simpson, Sheriff 1.15.20
Date

DATED this 27 day of JANUARY, 2019.

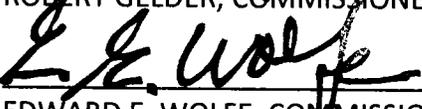
**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



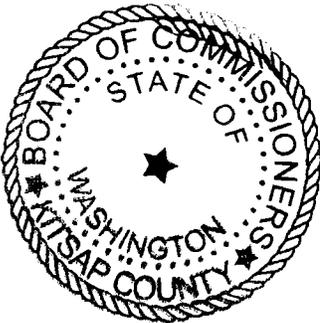
CHARLOTTE GARRIDO, CHAIR

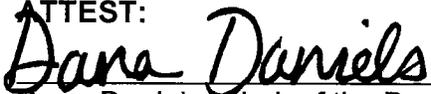


ROBERT GELDER, COMMISSIONER



EDWARD E. WOLFE, COMMISSIONER



ATTEST:


Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-G

RE: Donated Leave – Employee Number 310432 and 392819

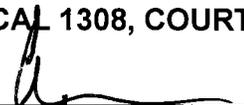
Background:

AFSCME Local 1308 (the “Union”) represents Kitsap County employees with the employee numbers of 310432 and 392819 (the “Employees”). The Employees suffered from catastrophic illnesses and other Kitsap County employees donated annual leave under the Kitsap County Annual Leave Donation Plan, for the Employees to use to accommodate the Employees’ need for medical treatment. The Employees have not yet exhausted the bank of donated leave and continue to need the medical treatment for which the leave was originally donated. In accordance with the Kitsap County Annual Leave Donation Plan, this program is being eliminated effective 12/31/2019 because employees will have access to the Washington State Paid Family and Medical Leave Program effective January 2020.

Agreement:

The parties agree to allow the Employees to continue to have access to use the leave previously donated under the Kitsap County Annual Leave Donation Plan through December 31, 2020.

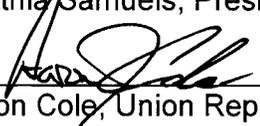
**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO
LOCAL 1308, COURTHOUSE EMPLOYEES**



Cynthia Samuels, President

1/10/20

Date



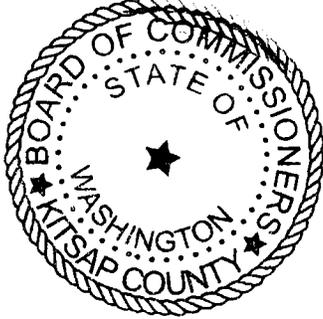
Aaron Cole, Union Representative

1/10/2020

Date

DATED this 27 day of JANUARY, 2020.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Robert Gelder
ROBERT GELDER, Commissioner

E. E. Wolfe
EDWARD E. WOLFE, Commissioner

ATTEST:
Dana Daniels
Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE KITSAP COUNTY CLERK'S OFFICE
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)**

KC-408-19-H

RE: Guardianship Delinquency Calendar

Background

For some time, the Kitsap County Clerk's Office has been tasked with docketing related to Guardianship Delinquency cases in Kitsap County Superior Court. In particular, the Clerk's Office docketed certain documents specific to the Guardianship Delinquency calendar, which was created by Kitsap County Superior Court to help fulfill the Court's duty to monitor guardianship cases within Kitsap County and protect the welfare and property of those who cannot care for themselves.

Historically, the docketing specific to the Guardianship Delinquency calendar has been performed by Clerk's Office employees within the AFSCME 1308 (Courthouse) and AFSCME 1308-S (Supervisors) bargaining units and by non-represented employees.

Docketing documents specific to the Guardianship Delinquency calendar takes on average 20 minutes per week, with some weeks requiring more time and some weeks requiring less time.

Agreement

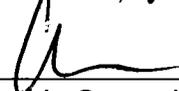
The parties, the Kitsap County Clerk's Office (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. To the extent that the docketing of documents related to the Guardianship Delinquency calendar could be considered Union work, the Union surrenders any right to that work. The Union does not surrender the right to any work other than the docketing of documents related to the Guardianship Delinquency calendar.
2. The parties will meet and confer not later than December 31, 2020 to ensure that any Union work related to Guardianship Delinquency that has been transferred out of the Kitsap County Clerk's Office does not exceed that work which the Union surrenders under section 1 of this Memorandum of Understanding.
3. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
4. This Memorandum of Understanding shall be effective upon execution.

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO,
LOCAL 1308**

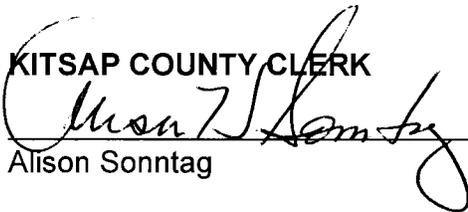


Aaron Cole, Union Representative 1-17-20 Date



Cynthia Samuels, President, Local 1308 1/17/20 Date

KITSAP COUNTY CLERK



Alison Sonntag 1-23-20 Date

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-I

RE: Medical Waiver Incentive

The parties, Kitsap County (County) and AFSCME Local 1308 (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-408-19 (hereinafter CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~striketrough~~, indicating deleted matter.
-

ARTICLE II – ECONOMICS, HOURS, INSURANCE

[Section A-G omitted]

Section H – INSURANCE

[1. Omitted]

2. Waiver of Medical Coverage:

a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred fifty dollars (~~\$150~~100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Full-time employees who waive coverage to participate in Medicare are not eligible to receive the waiver-incentive premium pursuant to 42 CFR Section 411.103. 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.

b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. For coverage effective January 1, 20202018, this pro-ration will be one hundred dollars (\$100) per month. ~~at 65% of a full-time employee's waiver incentive payment, or \$65.~~ 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).

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

3. The amendment to Article II, Section H.2 shall be effective January 1, 2020

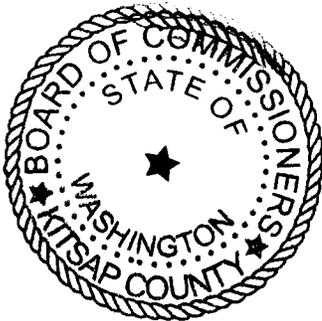
**WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFSCME,
AFL-CIO, LOCAL 1308**

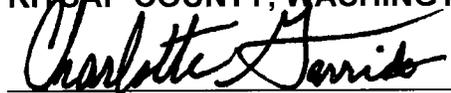
 3/3/20
Cynthia Samuels, President Date

 2-14-20
Aaron Cole, Union Staff Representative Date

DATED this 23rd day of March 2020

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




CHARLOTTE GARRIDO, Chair


ROBERT GELDER, Commissioner


EDWARD E. WOLFE, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-J

RE: Custodian Footwear

Background

Effective January 1, 2020, Kitsap County will discontinue contracting out custodial services and will use County employees to provide custodial services. These County employees will be classified as General Service Worker 2 and will operate within the Facilities Maintenance office. The parties have agreed to accrete these new classifications into the bargaining unit in Memorandum of Understanding KC-408-19-C.

Facilities Maintenance intends to provide uniforms to all General Service Worker 2s and to reimburse all General Service Worker 2s for the purchase of appropriate footwear.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strikethrough~~, indicating deleted matter.

ARTICLE I. RIGHTS OF THE PARTIES

[Sections A – W omitted]

SECTION X – FACILITIES STAFF SAFETY FOOTWEAR AND UNIFORMS

1. All AFSCME 1308 staff of the Facilities Division in the Maintenance and Operations classifications and General Service Worker classifications are required to wear quality protective safety footwear meeting the standards set forth under WAC 296-800-16060 while on County property or a worksite. Employees shall ensure that their safety footwear are in safe working order at all times. The County will reimburse an employee up to \$300 every two consecutive calendar years for purchase of protective footwear, including for multiple purchases so long as total reimbursement does not exceed \$300. The Employer may, at its discretion, approve additional reimbursement when an employee's protective footwear is damaged beyond normal wear and tear during the course of the employee's duty.

2. Safety footwear must be purchased by the employee on their personal time. Following purchase, the employee shall complete an employee reimbursement form (TC-50) and provide the employer with a receipt for purchase and certification that the footwear meets the standard. Any costs associated with the purchase which exceed the designated allowance will be the responsibility of the employee.
3. The County will provide uniform shirts and a jacket for the Facilities Division employees. Employees within these classifications shall wear their uniforms in accordance with directions by the Facilities Manager or designee. The County will replace uniform items as needed due to normal wear and tear, as determined by the County. Clothing purchased by the employer is to be worn for County work purposes only.

[Sections B – J omitted]

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
3. This Contract Amendment shall be effective upon execution.

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO,
LOCAL 1308**

Aaron Cole 4/24/20
Aaron Cole, Union Representative Date

Cynthia Samuels 4/24/20
Cynthia Samuels, President, Local 1308 Date

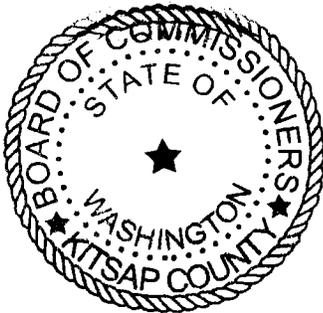
DATED this 8 day of JUNE, 2020.

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

Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Robert Gelder
ROBERT GELDER, Commissioner

E. E. Wolfe
EDWARD E. WOLFE, Commissioner



ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 1308,
AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-K

Kitsap County agrees to voluntarily recognize Local 1308, of the Washington State Council of County and City Employees, AFSCME, Council 2 as the Authorized Bargaining Representative for the job classification of **General Service Worker 1** in the Kitsap County departments represented by AFSCME, Local 1308.

The parties agree that the above job classification will be placed under the existing Local 1308 Collective Bargaining Agreement, and if necessary, an addendum to the Agreement will be negotiated to address specific issues that may be unique to this or similar positions.

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO LOCAL
1308, COURTHOUSE EMPLOYEES**

 _____ Cynthia Samuels, President	4/24/20 _____ Date
 _____ Aaron Cole, Staff Business Rep.	4/24/20 _____ Date

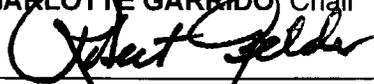
DATED this 8 day of JUNE, 2020.



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



CHARLOTTE GARRIDO, Chair



ROBERT GELDER, Commissioner



EDWARD E. WOLFE, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-L

RE: Salary Step Placement Upon Transfer for Certain Employees within the Department of Community Development

Background

In 2018, the County amended its rules to eliminate the restriction that employees could make no more than 5% in their new position over what they had made in their prior role. Currently, employees who promote could be placed at a step within the pay scale that is commensurate with their skills, knowledge and experience. Newly hired employees are also able to negotiate a starting pay that is in line with their skills, knowledge and experience and the County no longer considers their salary history, following a change in state law. A review of salary step placement in certain job classifications within the Department of Community Development revealed a need to adjust the salary step placement of incumbents whose salary step placement following transfer, reassignment or initial hire were limited by their own salary history and others have since been hired into higher level salary steps than these more experienced incumbents. This Memorandum of Understanding adjusts employees' pay who transferred or were initially hired under language that required a review of the candidate's salary history. The parties will negotiate new language to ensure salary history is not considered for salary placement as part of the successor agreement that will take effective January 1, 2021.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

Effective March 30, 2020, the following pay step adjustments for incumbents in the following positions will be effective; these salary step adjustments do not adjust the employees' regular step anniversary steps except as noted below:

Current Position Identification No	Job Type	Current Pay Band	Current Step Placement	New Step Placement
KB3	CC3ABN	AB4	03	04
K64	CC3ABN	AB4	11	14

K43	CC1ABN	AB2	05 (on AB2)	07 (on AB2); new step anniversary date
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WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 1308

Aaron Cole 8/12/20
 Aaron Cole, Union Representative Date

Cynthia Samuels 6/17/20
 Cynthia Samuels, President, Local 1308 Date

DATED this 22 day of JUNE, 2020.

BOARD OF COUNTY COMMISSIONERS
 KITSAP COUNTY, WASHINGTON

Charlotte Garrido
 CHARLOTTE GARRIDO, Chair

Robert Gelder
 ROBERT GELDER, Commissioner

E. E. Wolfe
 EDWARD E. WOLFE, Commissioner



ATTEST:
Dana Daniels
 Dana Daniels, Clerk of the Board

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-M

RE: Out-of-Class Pay

Background

The current collective bargaining agreement between AFSCME Local 1308 and the County provides for temporary working out-of-class pay when an employee is assigned significant additional responsibilities for a minimum of five (5) consecutive working days. Specifically, an employee who performs work in a higher classification, for a period in excess of five (5) working days, is paid at the first step in the higher pay grade that provides at least five percent (5%) over the employee's current base rate of pay. The Kitsap County policy for non-represented employees changed effective January 1, 2020, in anticipation of implementation of the County's new HRIS/payroll system, Workday. This agreement will change the contract language equal to the language set forth in the County's Personnel Manual prospectively.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The parties' CBA is amended by underline, indicating new matter, and ~~striketrough~~, indicating deleted matter.

ARTICLE I. RIGHTS OF THE PARTIES

[Sections A – R omitted]

SECTION S – WORK PERFORMED IN HIGHER CLASSIFICATION

An employee who performs work in a higher job classification for five (5) or more consecutive days ~~will be paid a five percent (5%) premium pay shall be paid at the higher classification's wage~~ for the duration of the assignment. ~~All of the employee's wages shall be paid at the out-of-class wage for the duration of the assignment, including all compensable time except compensatory time off. The temporary upgrade will be to the step on the pay scale of the higher classification that is closest to providing at least a five percent (5%) increase, or the minimum step of the salary range for the approved classification, whichever is greater;~~ **provided:**

1. That the referred five (5) days shall relate to consecutive work days for each separate and specific incident or work project;
2. Pre-approval is obtained from the Elected Official/Department Director or designee, and
3. The employee working out of class is performing the scope of duties principally ascribed to the higher-level classification.
4. Non-exempt employees receiving out-of-class wages for an overtime exempt level position will continue to be treated as non-exempt for all hours worked in the exempt level position and will receive overtime for any hours worked in excess of the regular work week. ~~Employees receiving out-of-class wages for an overtime exempt level position will be treated as exempt from overtime for all hours worked in the exempt level position.~~
5. Employees in a represented position assigned to work out-of-class in a non-represented position will still be considered part of the bargaining unit and will be eligible to continue to pay union dues for their regular represented position.
6. Should it be deemed necessary by the Employer that an employee who is working out of class per this provision, is needed to continue in that role beyond 180 days, the Employer will notify the Union of that necessity, and offer to meet and discuss the circumstances requiring the extension and the impacts to the Union and/or employee related to the extension of the working out of class time period.

[Sections T – X omitted]

-
2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
 3. This Contract Amendment shall be effective August 19, 2020 and shall apply to any new out-of-class assignments made after that date. Any ongoing out-of-class assignments made before that date shall continue to be processed under the prior contract language.

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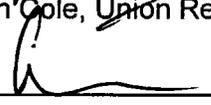
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WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO,
LOCAL 1308



Aaron Cole, Union Representative 9-9-20 Date



Cynthia Samuels, President, Local 1308 9-11-20 Date

DATED this 28 day of SEPTEMBER, 2020.

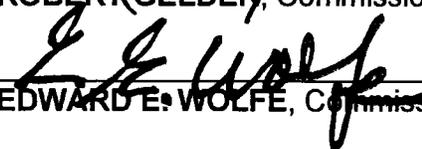
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



CHARLOTTE GARRIDO, Chair



ROBERT GELDER, Commissioner



EDWARD E. WOLFE, Commissioner



ATTEST:



Dana Daniels, Clerk of the Board

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)**

KC-408-19-N

This COLLECTIVE BARGAINING AGREEMENT AMENDMENT is made and entered into between Kitsap County (hereinafter referred to as the "Employer") and AFSCME, Local 1308 (Courthouse Employees) (hereinafter referred to as the "Union").

The parties mutually agree that their 2019-2020 Collective Bargaining Agreement, KC-408-19 (CBA), shall be amended as follows:

1. The term of the CBA is extended through December 31, 2021.
2. The wage adjustment for 2021 shall be zero percent (0%).
3. Effective February 1, 2021, Article II, Section B is amended by underline for, indicating new matter, and ~~striketrough~~, indicating deleted matter, as follows:

ARTICLE II – ECONOMICS, HOURS INSURANCE

[Section A omitted]

Section B – Salary Steps and Evaluations

1. Step movement on the Wage and Classification Plan shall be as follows:
 - a. Except as provided in Article II, Section A.1.b (2019-2020 Step Acceleration), for employees hired prior to January 1, 2020, employees at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached, provided the employee "Meets Standards" for the performance period, receives an overall satisfactory performance evaluation. Step increases are effective on the date of eligibility.
 - b. All employees hired on or after January 1, 2020, shall advance within a pay grade as follows, provided the minimum performance score requirement is met in accordance with Section 1.a. above:

Step	Required Service Time
1-4	Progress to the next higher step following six months of service at the current salary step
5-15	Progress to the next higher step following twelve months of service at the current salary step

c. An employee receiving "Does Not Meet Standards" for an overall rating, is not eligible for a step increase. See Personnel Manual Chapter 6, Section D for re-evaluation eligibility.

d. Periods in which an employee is on disciplinary probation or an unpaid leave status, (voluntary or involuntary), shall not be included in the required service period.

ed. All part-time employees hired on or after January 1, 2017 will be eligible to receive a step annually on their step increase eligibility date.

~~e. Step increases shall be retroactive to the date of eligibility if delays in granting of the step increases are due to lack of a current evaluation or failure to submit to the Human Resources Department the required paperwork within designated timeframes.~~

2. Employee Evaluations. Every new employee should be evaluated before the end of the sixth (6th) month after employment. Probationary employees may be evaluated at any time during their probationary period. Every full-time or part-time employee shall be evaluated annually, prior to the month the employee is eligible for a step increment or the anniversary of the step increment date. Some departments may elect to evaluate employees all in one month, with no impact to an employee's step eligibility date. Additional performance evaluations may be used when deemed appropriate by the Elected Official/Department Director. Evaluations shall be used as a factor in granting regular status, promotions, step increases, transfers, demotions, layoffs and terminations. Concerns regarding performance which could negatively impact the performance evaluation score, should be communicated to the employee in a timely manner, in order to provide the employee an opportunity for taking corrective action. The employee's comments are included in the evaluation. For further information on evaluation procedure, reference the County Personnel Manual.

[Section C – J omitted]

4. Medical insurance contributions shall remain as provided in Article II, Section H of the CBA. This shall result in no increase to employee medical insurance contributions in 2021. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter, unless otherwise agreed.

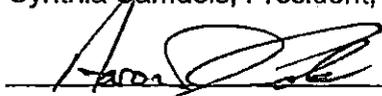
5. Negotiations for a successor agreement to contract KC-408-19 shall be scheduled by the parties no later than September 1, 2021.

6. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-408-19) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect.

Upon execution by all parties, with the exception of item #3 which is effective on February 1, 2021, this amendment is effective January 1, 2021.

**WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO,
LOCAL 1308**


 Cynthia Samuels, President, Local 1308 Date 12/10/20


 Aaron Cole, Staff Business Representative Date 12-17-20

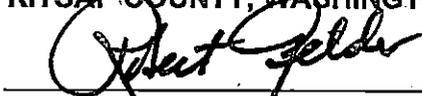
DATED this 11 day of JANUARY, 2021

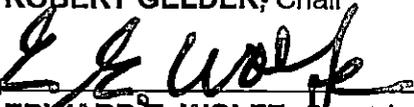


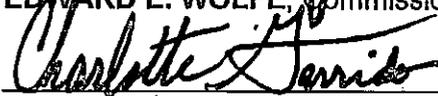
Attest:


 Dana Daniels, Clerk of the Board

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


 ROBERT GELDER, Chair


 EDWARD E. WOLFE, Commissioner


 CHARLOTTE GARRIDO, Commissioner

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-P

RE: Out-of-Class Pay

Background

The current collective bargaining agreement between AFSCME Local 1308 and the County provides for temporary working out-of-class pay when an employee is assigned significant additional responsibilities for a minimum of five (5) consecutive working days. Specifically, an employee who performs work in a higher classification, for a period in excess of five (5) working days, is paid at the first step in the higher pay grade that provides at least five percent (5%) over the employee's current base rate of pay. The Kitsap County policy for non-represented employees changed effective January 1, 2020, in anticipation of implementation of the County's new HRIS/payroll system, Workday. This agreement will change the contract language equal to the language set forth in the County's Personnel Manual prospectively.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike through~~, indicating deleted matter.

ARTICLE I. RIGHTS OF THE PARTIES

[Sections A – R omitted]

SECTION S – WORK PERFORMED IN HIGHER CLASSIFICATION

An employee who performs work in a higher job classification for five (5) or more consecutive days will be paid a five percent (5%) premium pay, OR a percentage increase that puts the employee the closest to, but not below, Step 1 of the salary range for the approved classification, whichever is greater, for the duration of the assignment. All of the employee's wages shall be paid at the out-of-class wage for the duration of the assignment; **provided:**

[Section S, 1-6 Omitted]

[Sections T – X omitted]

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
3. This Contract Amendment shall be effective February 1, 2021 and shall apply to any new out-of-class assignments made after that date. Any ongoing out-of-class assignments made before that date shall continue to be processed under the prior contract language.

**WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, AFSCME,
AFL-CIO, LOCAL 1308**

DocuSigned by:
Aaron Cole 1/7/2021
 Aaron Cole, Union Representative Date
 QAA1FC05ED304AF...
Cynthia Samuels 1/11/21
 Cynthia Samuels, President, Local 1308 Date

DATED this 29 day of JANUARY, 2021.

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



Robert Gelder
 ROBERT GELDER, Chair
Edward E. Wolfe
 EDWARD E. WOLFE, Commissioner
Charlotte Garrido
 CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels
 Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-Q

RE: Employee Voluntary Reduction of Hours

Background

The current collective bargaining agreement between AFSCME Local 1308 and the County states employee medical premium contributions, annual leave accrual, sick leave accrual, and holiday compensation are based on an employee's budgeted full-time equivalent (FTE). The parties agree that allowing employees, with mutual agreement from the Employing Official and on a case by case basis, to work a reduced work schedule provides necessary flexibility for the employee. This agreement will provide two County employees, represented by AFSCME Local 1308, the ability to work a reduced work schedule aligning medical premium contributions, annual leave accruals, sick leave accruals, and holiday compensation to the appropriate FTE equal to the reduced schedule without requiring a budget amendment of the position.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The following employees may voluntarily reduce their hours worked to the below equivalent FTE:

Employee PID	Department	Reduced FTE	Effective Date
E13	Clerk's Office	.6	1/4/2021
J06	Treasurer's Office	.8	2/1/2021

2. The reduced work schedules will be reviewed after 3 months and, if the reduced schedule still meets the business needs of the department, the reduced schedule may be extended up to 6 months from the effective date.
3. The parties agree that the reduced hours may result in a change to the employee medical premium contribution rate.
4. The parties agree that the reduced hours will result in a decrease to the employee's wages, annual leave accrual, sick leave accrual, and holiday compensation equivalent to the reduced FTE.

- 4. The parties agree that the reduced hours will result in a decrease to the employee annual leave accrual, sick leave accrual, and holiday compensation equivalent to the reduced FTE.

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 1308

DocuSigned by: Aaron Cole 2/3/2021
 Aaron Cole, Union Representative Date
 CAA1FC05ED304AF...
Cynthia Samuels 2/3/21
 Cynthia Samuels, President, Local 1308 Date

DATED this 22 day of FEBRUARY, 2021.

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



Robert Gelder
 ROBERT GELDER, Chair
E. E. Wolfe
 EDWARD E. WOLFE, Commissioner
Charlotte Garrido
 CHARLOTTE GARRIDO, Commissioner

ATTEST:
Dana Daniels
 Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-R

RE: Noxious Weed Program Boots and Uniforms

Background

In 2020, the Noxious Weed Program was moved to be placed within the Commissioner's Office. The Noxious Weed Program is made up of a Program Supervisor and five General Services Workers. The General Services Workers survey sites to identify noxious weeds, document, and treat individual sites. Treatment of noxious weeds may require the use of chemicals and pesticides. The need exists to provide the Noxious Weed Program employees with safety footwear and clothing for the 2021 season.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. All AFSCME 1308 staff of the Noxious Weed Program General Service Worker classifications are required to wear quality protective safety footwear meeting the standards set forth under WAC 296-800-16060 while on County property or a worksite to protect against chemicals and pesticides. Employees shall ensure that their safety footwear are always in safe working order. The County will reimburse an employee up to \$100 every calendar year for purchase of protective footwear, including for multiple purchases, so long as total reimbursement does not exceed \$100. The Employer may, at its discretion, approve additional reimbursement when an employee's protective footwear is damaged beyond normal wear and tear during the performance of the employee's duties.
2. The County will reimburse the employee up to \$200 every calendar year for purchase of pants and raingear approved by the Noxious Weed Program Supervisor.
3. Following purchase, the employee shall complete an employee reimbursement form (TC-50) and provide the employer with a receipt for purchase and certification that the footwear meets the standard. Any costs associated with the purchase which exceed the designated allowance will be the responsibility of the employee.

- 4. The County will provide uniform shirts and a jacket for the Noxious Weed Program employees. Employees within these classifications shall wear their uniforms in accordance with directions by the Supervisor or designee. The County will replace uniform items as needed due to normal wear and tear, as determined by the County.
- 5. Clothing purchased by the employer is to be worn for County work purposes only. Shirts, jacket, and raingear purchased by the employer remains the property of the County and shall be returned when needed for replacement or upon termination of the employment relationship.

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 1308

DocuSigned by:
Aaron Cole 3/1/2021
 Aaron Cole, Union Representative Date
 CAA1FC05ED304AF...
Cynthia Samuels 3/1/21
 Cynthia Samuels, President, Local 1308 Date

DATED this 22 day of MARCH, 2021.

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



Robert Gelder
 ROBERT GELDER, Chair
E. E. Wolfe
 EDWARD E. WOLFE, Commissioner
Charlotte Garrido
 CHARLOTTE GARRIDO, Commissioner

ATTEST:
Dana Daniels
 Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-S

RE: Contracting out of Grounds Maintenance and Landscaping for calendar year 2021

Background:

AFSCME Local 1308 (the “Union”) represents Facilities Maintenance & Operations (M&O) Workers, whose regular work includes maintaining the landscaping and grass mowing, edging, and weed eating of the County main campus grounds. This work detracts from Facilities M&O Workers, Technicians’ and Specialists’ main work and responsibilities and requires re-prioritizing current limited staff resources from the urgent building maintenance and repairs.

Agreement:

1. The Union agrees that the County may contract out solely that work associated with ground maintenance, including but not limited to grass mowing, edging, weed-eating, trimming of shrubs, bushes, and trees, and weed removal.
2. The County acknowledges that this agreement is for the 2021 calendar year only to address the immediate need for grounds maintenance.
3. This contracting out will be non-precedent setting.
4. This Agreement will be in full force and effect from May 1, 2021, for a term of eight (8) months, through December 31, 2021. At any time, the parties may agree to meet to review the contract performance and activity. This Memorandum of Understanding may be extended by mutual agreement of the parties.

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WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO LOCAL 1308, COURTHOUSE EMPLOYEES

[Signature] 5/14/21
Cynthia Samuels, President Date

DocuSigned by:
[Signature] 5/10/2021
Aaron Cole, Union Representative Date
CAA1FC05ED304AF...

DATED this 24 day of MAY, 2021.

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON



[Signature]
ROBERT GELDER, Chair

[Signature]
CHARLOTTE GARRIDO, Commissioner

[Signature]
EDWARD E. WOLFE, Commissioner

ATTEST:
[Signature]
Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY SUPERIOR AND DISTRICT COURTS
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)
AND
1308-JC, AFSCME, AFL-CIO (JUVENILE COURTS)

KC-408-19-T
&
KC-429-18-F

RE: Superior and District Court Covid-19 vaccination mandate

Background:

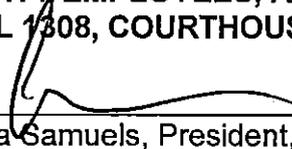
On August 26, 2021, the Presiding Judges of Kitsap County Superior and District Courts issued Emergency Administrative Order (EAO) 2021-11 in response to the current pandemic outbreak of the Coronavirus-19 (Covid-19) outbreak. The order mandates court employees to be fully vaccinated against Covid-19 by November 1, 2021.

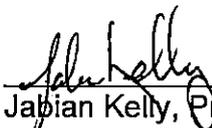
Agreement:

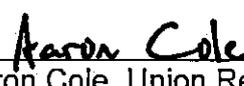
1. The County will allow up to 3 hours of Emergency Leave (an additional paid leave) per shot. Employees should schedule use of this time with their supervisor. The time away from work can be coded in Workday as "Emergency Leave". Employees who need additional time due to any adverse effects from the vaccination will be permitted to use accrued sick leave for recovery time.
2. Human Resources staff will administer requests for medical accommodation in accordance with state and federal law and County procedures for disability/ADA requests. Medical information received through this process will be treated as confidential information and housed in Human Resources. HR staff will communicate accommodation requests to the Courts and the Presiding Judge will make the final determination.
3. The accommodation process is an interactive one that includes consideration of the essential functions of the job. Accommodation requests are considered on a case by case basis and any accommodations granted will vary by employee. If periodic testing is granted as a result of the interactive process, the test results will be housed in the Human Resources Department. Positive test results will result in isolation protocols as advised by the CDC and Kitsap County Public Health guidelines.

4. Religious accommodation requests will be handled directly through the Courts. The Courts may consult with Human Resources staff regarding the accommodation process. Final determination shall be made by the Presiding Judge.
5. The County will follow pre-termination and grievance procedures as required by current contract language.
6. EAO 2021-11 states that court employees must be fully vaccinated by November 11, 2021. No extension or "grace period" will be granted other than consideration for employees who may need an accommodation for vaccination timing because of a medical issue. Employees who may need this accommodation should start the interactive process immediately.
7. Employees not fully vaccinated by November 1, 2021, who have not requested a consideration for extension due to medical reasons, will be considered no longer qualified for their position and will be terminated for non-disciplinary reasons.
8. The County will keep a list of employees who separate from employment for this non-disciplinary termination action.
9. Employees who wish to retire from County employment may do so following the procedures currently outlined in their CBA, the Personnel Manual, and per DRS guidelines.
10. The County will not challenge any unemployment benefits granted if the employee is separated due to the County's inability to accommodate a medical condition that prohibits the employee from receiving the vaccine. The County is required to respond to and provide accurate information as requested by the Washington State Employment Security Department.
11. The County agrees that the separated employee may be rehired. Utilizing current County policies and procedures, including the applicable collective bargaining agreement, at the time the employee either meets the conditions of employment or if the EAO is rescinded, the employee may apply for any open position and will be considered, if the employee meets the minimum qualifications of the position.
12. If the employee is rehired into County employment, continuous service dates will be adjusted in accordance with the applicable CBA or the Personnel Manual, depending on the representation status of the position.
13. The County agrees to follow current contract language and to engage in impacts bargaining for any future changes to working conditions.

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO LOCAL 1308, COURTHOUSE EMPLOYEES

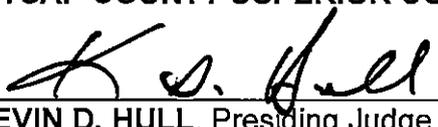

Cynthia Samuels, President, 1308 11/1/21 Date


Jabian Kelly, President, 1308-JC 10-29-21 Date

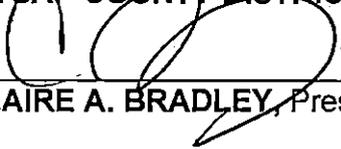
DocuSigned by:

Aaron Cole, Union Representative 10/26/2021 Date
CAA1FC05ED304AF...

DATED this 1st day of November, 2021.

KITSAP COUNTY SUPERIOR COURT


KEVIN D. HULL, Presiding Judge

KITSAP COUNTY DISTRICT COURT


CLAIRE A. BRADLEY, Presiding Judge

MEMORANDUM OF UNDERSTANDING

**By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 1308,
AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)**

KC-408-19-U

RE: 2022 Health & Welfare Benefits Pending Negotiations

This Agreement is made by and between Kitsap County (County) and Washington State Council of County and City Employees, Local 1308, AFSCME, AFL-CIO (Courthouse Employees). The parties mutually agree as follows:

Whereas, the current collective bargaining agreement, KC-408-19-U between the parties, Kitsap County (County) and Washington State Council of County and City Employees, Local 1308, AFSCME, AFL-CIO (Courthouse Employees), expires December 31, 2021. The parties are currently engaged in bargaining for 2022 health and welfare benefits; and

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

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

1. As allowed by RCW 41.56.123, the parties will temporarily suspend the language of the collective bargaining agreement which provides for a proportional increase in County and employee monthly contributions toward medical coverage for 2022. There will be no increase to employee medical insurance contributions for 2022 pending completion of the actuarial review and execution of a 2022 and beyond successor agreement.
2. By entering into this Agreement, the parties are not altering or modifying any contractual language. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-408-19-U) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect. The terms of this Agreement are limited to addressing this situation and will not establish a precedent or practice.

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MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
And
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-V

RE: Employee Voluntary Reduction of Hours

Background

The current collective bargaining agreement between AFSCME Local 1308 (Union) and Kitsap County (County) states that employee medical premium contributions, annual leave accrual, sick leave accrual, and holiday compensation are based on an employee's budgeted full-time equivalent (FTE). The parties agree that allowing employees, with mutual agreement from the Employing Official and on a case by case basis, to work a reduced work schedule provides necessary flexibility for the employee. This agreement will provide one County employee, represented by AFSCME Local 1308, the ability to work a reduced work schedule and to align medical premium contributions, annual leave accruals, sick leave accruals, and holiday compensation to the appropriate FTE equal to the reduced schedule, without requiring a budget amendment of the position.

Agreement

The County and the Union, having bargained in good faith, mutually agree to the following:

1. The following employee may voluntarily reduce their hours worked to the below equivalent FTE:

Employee PID	Department	Reduced FTE	Effective Date
E17	Clerk's Office	.75	11/8/2021

2. The reduced work schedule will be in effect for up to 6 months from the effective date. Either the employee or the Employing Official may terminate this agreement at any time prior to the end of the 6th month.
3. The parties agree that the reduced hours will not result in a change to the employee medical premium contribution rate.

- 4. The parties agree that the reduced hours will result in a decrease to the employee annual leave accrual, sick leave accrual, and holiday compensation equivalent to the reduced FTE.

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 1308

DocuSigned by:
Aaron Cole
 Aaron Cole, Union Representative Date
 CAA1FC05ED304AF
 11/22/2021
 Jim Shierk, President, Local 1308 Date

DATED this 6 day of December, 2021.

BOARD OF COUNTY COMMISSIONERS
 KITSAP COUNTY, WASHINGTON



Robert Gelder
 ROBERT GELDER, Chair
 NOT PRESENT
 EDWARD E. WOLFE, Commissioner
Charlotte Garrido
 CHARLOTTE GARRIDO, Commissioner

ATTEST:
Dana Daniels
 Dana Daniels, Clerk of the Board

MEMORANDUM OF AGREEMENT

The parties to this Memorandum of Agreement (MOA) are the Washington State Council of County and City Employees, AFSCME Council 2, Local 1308 (Union) and Kitsap County (Employer), who are parties to a Collective Bargaining Agreement.

Section 1. Effective the date of the last signature of this agreement, the language in Article I, Section D, I.a of the Collective Bargaining Agreement shall be modified with the following:

SECTION D – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1. Employee:
 - a. Extra Help: Non-regular employees who are at-will for the entire period of employment and may be terminated at any time by the Employing Official or designee. Extra-help employees receive only those benefits required by federal or state laws. The employment period of the extra-help employee should be for a limited term, on call, or seasonal work. The Employer will make a good faith effort to preserve bargaining unit positions and minimize the use of extra help employees. Refer to the County's Personnel Manual for terms applicable to extra help, and in the event of changes the County will comply with any bargaining obligations.

Upon an extra help employee's date of hire, but not later than ten (10) working days after an extra help employee's date of hire, the Employer shall supply the Union and President with the following information:

- Name of hired employee;
- Classification;
- Department;
- Wage;
- Hire date;
- Employment status: Limited term, on call, or seasonal;
- Expected duration of employment;
- Expected number of hours to be worked;
- Explanation of the need for the extra help; and
- If the employee is assigned a special project, a brief explanation shall be noted.
- If extra help is covering the absence of a regular employee, the name of the regular employee whose absence is being covered.

A minimum of twice annually, the Employer shall supply the Union and President a report reflecting all hours worked by extra help employees indicating the name, department, and employment status. The notice provisions of this Section D.1 may not be grieved.

Section 2. This MOA shall be effective on the date last signed by the individuals below.

Signatures appear on the next page.

DATED this ___ day of _____, 2021

DATED this 20th day of December, 2021.

Washington State Council of County
and City Employees, AFSCME Council 2,
Local 1308

Board of County Commissioners
Kitsap County, Washington

DocuSigned by:
Aaron Cole
Aaron Cole, Staff Representative
CAA1FC05ED304AF...

Robert Gelder
Robert Gelder, Chair

Edward E. Wolfe
Edward E. Wolfe, Commissioner

Charlotte Garrido
Charlotte Garrido, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board



MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-X

RE: Step Placement of Certain Employees in DCD

This Memorandum of Understanding (MOU) is entered into by Kitsap County (“County”) and AFSCME, Local 1308 (“Union”). The parties mutually agree as follows:

Background

The Department of Community Development (DCD) Special Revenue Fund was established in 2008. The intent of transitioning DCD to a separate Special Revenue Fund was to enable the department to better respond to changing economic conditions in the building and development community and to support the department’s operations through economic cycles and fluctuations in workload. Due to current recruitment and retention issues and increased workload, DCD has offered overtime to existing staff, relocation reimbursement for prospective employees and implemented third party plan review options. Despite these efforts, the department has been unable to fill critical vacant positions and to meet timelines and department goals for permit review.

DCD is experiencing unprecedented workload due, in part, to changes in building regulations, an experienced labor shortage, and the COVID-19 pandemic. DCD experienced a 625% increase in residential construction projects in January 2021 and continues to experience unprecedented levels of permit submittals, while at the same time combating personnel retention and hiring difficulties that have resulted in DCD losing 25% of its work force in 2021. The permit, land use, and inspection work DCD performs is an economic generator for Kitsap County’s General Fund, accounting for 20-30% of the general fund monies annually. The ability of DCD to complete their work is imperative to the overall health of General Fund which supports/funds other departments and divisions within Kitsap County. The Special Revenue Funding of DCD allows them to be primarily self-sustaining without making significant draws on the General Fund.

Recognizing the ongoing challenges as well as the Special Revenue Funding, DCD is in a unique position to address the difficulties they are experiencing through fees collected via permit submittals. An adjustment to the step placement of current employees for retention purposes is necessary due to an overall shortage in skilled labor industry wide, market

conditions, and an inability to maintain permitting review timelines despite the use of third-party reviewers. Many other employers are competing for the same skill set, and any further shortage in these positions will have a direct impact to DCD's ability to support affordable housing and economic development within Kitsap County. Kitsap County maintains a goal to retain skilled, knowledgeable employees with Kitsap County.

Agreement

The parties have met and recognize their mutual desire to retain trained, qualified staff to address the staffing challenges within DCD. The following market factor adjustments will provide DCD the ability to retain staff in these critical positions. Effective the first full pay period following execution of this agreement, the following market factor adjustments will apply:

1. All employees who are employed in DCD on December 31, 2021 will receive the following step advancements:
 - a. Step 1 – Step 6: 4 step advancement
 - b. Step 7 – Step 13: 2 step advancement
 - c. Step 14: advance to top step
2. Employees advanced through this agreement will retain their existing step anniversary date and will progress accordingly.
3. The following employees who have been on Step 15 for 12 or more months as of December 31, 2021 will receive a retention incentive payment equal to 2.5% of employees' base annual salary. Provided they remain employed by DCD, they will receive an additional 2.5% incentive payment on the first full payroll deposit in January 2023 and January 2024.:
 - i. Jason Rice-Construction Inspector 2
 - ii. Pedro Quiarte-Construction Inspector 2
 - iii. Stephen Mount-Construction Inspector 2
 - iv. Tamara Griffey-Construction Inspector 2
 - v. Jenifer Lawrence-Engineer 1
 - vi. Kim Shadbolt-Associate Planner
 - vii. Jeff Smith- Planner
 - viii. Stephen Heacock-Planner
 - ix. Kenneth Rice-Deputy Fire Marshal 2
 - x. Kristi Wlodarchak-Deputy Fire Marshal 2
 - xi. Kathleen Peters-Program Analyst

- 4. This Memorandum of Understanding shall be non-citable and non-precedent setting as to any former, current, or future employees.
- 5. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' collective bargaining agreement, and subsequent amendments, addenda, or modifications thereto, remain in full force and effect.
- 6. This Memorandum of Understanding shall be effective **February 14, 2022**.

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 1308

DocuSigned by:

Aaron Cole

Aaron Cole, Staff Business Representative, Date

DocuSigned by:

Jim Shierk

Jim Shierk, President, Local 1308, Date

DATED this 14th day of February 2022.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E.E. Wolfe

EDWARD E. WOLFE, Chair

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

NOT PRESENT

ROBERT GELDER, Commissioner



ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-408-19-Y

RE: Step Placement of Certain Employees in DCD – Scribner's Error

This Memorandum of Understanding (MOU) is entered into by Kitsap County ("County") and AFSCME, Local 1308 ("Union"). The parties mutually agree as follows:

Background

Effective February 14, 2022, Kitsap County and AFSCME 1308 executed MOU KC-408-19-X adjusting the step placement of certain employees in DCD. The agreement inadvertently excluded an employee who is eligible for the 2.5% retention payment referenced by item #3. The agreement provided an adjustment to the step placement of current employees for retention purposes is necessary due to an overall shortage in skilled labor industry wide, market conditions, and an inability to maintain permitting review timelines despite the use of third-party reviewers. Many other employers are competing for the same skill set, and any further shortage in these positions will have a direct impact to DCD's ability to support affordable housing and economic development within Kitsap County. Kitsap County maintains a goal to retain skilled, knowledgeable employees with Kitsap County.

Agreement

The parties have met and recognize their mutual desire to retain trained, qualified staff to address the staffing challenges within DCD. The following market factor adjustments will provide DCD the ability to retain staff in these critical positions. Effective February 14, 2022, the following market factor adjustments will apply:

1. The following employee who has been on Step 15 for 12 or more months as of December 31, 2021 will receive a retention incentive payment equal to 2.5% of employees' base annual salary. Provided they remain employed by DCD, they will receive an additional 2.5% incentive payment on the first full payroll deposit in January 2023 and January 2024.:

I. Howard Kauffmann

2. This Memorandum of Understanding shall be non-citable and non-precedent setting as KC-408-19-Y - MOU Re: Step Placement of Certain Employee in DCD – Scribner's Error

to any former, current, or future employees.

3. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' collective bargaining agreement, and subsequent amendments, addenda, or modifications thereto, remain in full force and effect.
4. This Memorandum of Understanding shall be effective **February 14, 2022**.

WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, AFSCME, AFL-CIO,
LOCAL 1308

Carrie Caffrey 3/7/22
Carrie Caffrey, Staff Business Rep., Date

Jim Shierk 3/8/22
Jim Shierk, President, Local 1308, Date

DATED this 9 day of March 2022.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Edward E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:
Dana Daniels
Dana Daniels, Clerk of the Board