COLLECTIVE BARGAINING AGREEMENT

BETWEEN
KITSAP COUNTY

AND

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

FOR
KITSAP COUNTY CORRECTIONS SERGEANTS' UNION

KC-505-16

January 1, 2017 through December 31, 2019

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Agreement between Kitsap County, Office of the Sheriff
And
Kitsap County Corrections' Sergeants Union

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
KITSAP COUNTY
AND
KITSAP COUNTY CORRECTIONS SERGEANTS' UNION

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 1308-CS, (hereinafter together known as "Union") and KITSAP COUNTY BOARD OF COMMISSIONERS (hereinafter known as "Employer"), in order to enhance the material conditions, morale and security of these employees represented by Union, and to promote the efficiency of, and security provided by, the Kitsap County Sheriff's Office, do hereby agree as follows:

ARTICLE I. RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

Employer recognizes Union as the exclusive bargaining representative for all Corrections Sergeants within the Kitsap County Sheriff's Office.

SECTION B – UNION SECURITY

1. It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union or pay fees as required; **provided**, that, if a public employee meets the requirements set forth in RCW 41.56.12 as having a bona fide religious belief that forbids such public employee to be a member of a labor Union, such public employee shall pay an amount of money equivalent to the regular Union dues and initiation fee of the Union to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach an agreement on the choice of the non-religious charity to which the Union dues and initiation fee are to be paid, the Public Employment Relations Commission shall designate the charitable organization

2. The Employer will notify the Union monthly of any new employee coming under the terms of this Agreement.

3. The Union agrees that membership in the Union will not be denied or terminated for any reason other than failure of an employee covered by this Agreement to tender the periodic dues and/or fees uniformly required of all employees covered under this Agreement

4. The Union agrees that the Employer shall not terminate the employment of any employee under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues/or fees, or has failed to provide proof of an alternative payment based on religious tenets as provided herein above.

5. The Union shall provide thirty (30) days' written notice to the employee with a copy to the Employer, that unless restitution for any dues or fees overdue are made, discharge action will be taken. Should the employee make total restitution for dues arrearages, the discharge request shall be withdrawn by the Union.

6. Upon written authorization of an employee, the Employer shall deduct monthly dues and assessments or fees from the salary of such employees, and shall transmit such amount to the Union.

7. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Section.

SECTION C – USE OF TIME AND EQUIPMENT

1. Time.

   a. The employer shall allow reasonable release time off with pay for Union members conducting official business that is vitally connected with the Employer's business; **provided,** such time off shall be taken at the consent of the Sheriff or his designee or by the authority of the Board of County Commissioners and, **provided further,** that such consent shall not be unreasonably withheld.

      Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings, contract negotiation meetings, and other contract administration matters. Union officers and members will be charged annual leave or leave without pay, if no accrued annual leave is available, when they are absent from work to perform internal Union business.

   b. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of Union business, the Union officers shall notify their supervisor, obtain approval and notify their supervisor when they return.

   c. The employee members who are part of the Union's negotiating team will be provided time with pay for purposes of at the table negotiation of a new labor agreement; **provided,** that no more than two (2) members of the Union's negotiating team shall be on paid status during negotiation

sessions; **provided further,** under no circumstances will the Employer incur overtime as a result of this section.

2. Equipment.

   a. Bargaining unit employees may make occasional but limited use of County-owned communications' resources (telephone, voice mail, electronic mail) for personal communications; specifically, incidental personal use is permitted. Incidental personal use is use that is both brief in duration and accumulation, and does not interfere with or impair the conduct of official County business due to volume, frequency, or impede employees' performance of their official duties. In no event will the Union use the County's communications' resources for internal Union business beyond that permitted for incidental personal use.

   b. Use of County-owned equipment and facilities shall be in accordance with the Sheriff's policies and procedures.

SECTION D – NON DISCRIMINATION

1. Neither the Employer, Union nor any employee shall in any manner whatsoever unlawfully discriminate against any employee on the basis of race, color, religion, creed, sex, marital status, national origin, veteran's status, age, sexual orientation, HIV status, genetic information, or sensory mental or physical disability.

2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

3. No employee shall be discharged or discriminated against for upholding lawful Union activities, fulfilling duties as an officer in the Union or serving on a Union committee or member thereof.

4. Employer, Union and employees hereby agree to comply with all provisions of the Americans With Disabilities Act of 1990 and all regulations interpreting or enforcing such Act.

SECTION E – GRIEVANCE AND ARBITRATION

1. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee and the Employer with regard to the interpretation or application of the specific provisions of this Agreement. Specifically excluded from further recourse to the grievance procedure are grievances that have been processed and decided; and grievances not presented within the time limits established in this section. The Union or any employee within the bargaining unit who may feel aggrieved by the Employer's interpretation or application of the

terms of this Agreement may seek his/her remedy by the procedure provided in this Agreement. No complaint or grievance involving the same incident, problem or other matter may be filed under this grievance procedure and the Civil Service commission, subject to Section H (Relationship to Civil Service Rules).

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

3. Procedure.

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

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

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

Step 3. Arbitration. Within thirty (30) days of the Sheriff's decision, the Union may submit the matter to binding arbitration. The parties contemplate that this time will be spent to obtain a legal analysis and for the parties' attorneys to exchange views concerning the merits of the grievance and settlement alternatives.

Mediation: By mutual agreement, the parties may mediate the grievance prior to submission for arbitration. The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made nor will formal rules of evidence be followed. If settlement is not reached in mediation and the grievance is pursued to arbitration, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. If a satisfactory settlement is not reached during mediation, the Union has fifteen (15) working days to request arbitration under the procedures listed below:

In regard to each case reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, the moving party shall request a list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS). FMCS selection procedures shall be followed. The parties may also agree to request a list from American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC).

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter, amend, or change in any way the terms of this Agreement or to impose on either party a limitation or obligation which is inconsistent with this Agreement. The arbitrator shall be requested to issue the decision with thirty (30) days after conclusion of the proceedings.

Expenses for the arbitrator's services in the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for its own expenses incurred, including witness costs and attorney's fees.

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

procedure. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays. The grievant, the Union or the Employer may use electronic mail to submit the grievance and/or responses within the time lines set forth in this Section; **provided, however,** a signed original of the grievance or response must be mailed on the same date of the electronic filing.

SECTION F– STRIKES AND RELATED MATTERS PROHIBITED

1. Union and Employer agree that RCW 41.56 prohibits strikes by employees, whether acting individually or collectively.

2. Employer and Union agree that public interest requires efficient and uninterrupted performance of Employer's operations and services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Specifically, Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, sick-in, sit-down, or any curtailment or interference with the activities and operation of Employer for any reason, including any alleged unfair labor practice. The Union will not cause or permit the employees to refuse, and no employee shall refuse, to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by Employer against any employee or employees engaged in a violation of this section. Such disciplinary action may be taken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages or specific performance, which may be available to Employer. Employer also has the option of canceling this Agreement if Union or any employee violates the obligations set forth in this section.

SECTION G – RIGHTS OF MANAGEMENT

1. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto; the determination of the number, size and location of its offices and places of business and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work and standards of performance, the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any

work; **provided,** that any contracting or subcontracting work that results in the reduction of regular work hours or layoffs shall be subject to bargaining, the right to designate the work and functions to be performed, the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees.

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

SECTION H – RELATIONSHIP TO CIVIL SERVICE RULES

1. Except as expressly limited by its terms, nothing in this Agreement shall supersede any matter delegated to the Kitsap County Civil Service Commission by State law or by ordinance, resolution or laws of or pertaining to the County of Kitsap and such Commission shall continue to have primary authority over the subjects within the scope of its jurisdiction and authority. If there then should be a conflict between any provisions of this Agreement and Civil Service, then the provisions of this Agreement shall govern.

2. Notwithstanding the foregoing, employees may select Arbitration or Civil Service to resolve disputes for disciplinary action involving either suspensions, demotions or discharge. It is understood and agreed that taking an issue to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant employee, the Union, or persons represented by the Union to litigate or otherwise contest the appeal of the subject matter in any court or any other available forum. Conversely, litigation of the issue before the Civil Service Commission or any Court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.

3. 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. i.e., prior to submission of the grievance to the Sheriff. Submission of a matter to Civil Service hearing constitutes an election of remedies and waives the right to pursue the claim under this Agreement.

SECTION I – SHERIFF'S RULES AND REGULATIONS

The Union and the Employer shall refer to the Sheriff's Policy Manual, Custody Manuals, procedures and training to resolve matters not covered by the Agreement. The parties agree that the County policies listed in Appendix B apply to the members of the bargaining unit. If the issue at question is not resolved by the above policies, the parties agree to meet and confer in an effort to resolve the issue.

The Sheriff retains the right to open negotiations regarding revisions to the Custody Manual or other policies. The Union does not waive the right to bargain such policies that effect terms and conditions of employment.

SECTION J – PAY PERIOD

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

SECTION K – DRUG AND ALCOHOL TESTING

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

2. Prohibited Drugs and Substances. Employees are hereby informed that drugs or substances that are prohibited by the County include: (1) All illegal drugs; (2) All prescription drugs for which the employee does not have a prescription; (3) Alcohol or other substances that have any adverse effects on an employee's job performance.

3. Preconditions to Drug Testing. Before any employee may be tested for drugs or substances, the County's decision to do so must be based on the following: (1) Reasonable suspicion based upon objective facts and inferences drawn therefrom that an employee is engaging in the use of prohibited drugs or substances or abuse of alcohol; or (2) the Agreement of the County, the Union and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.

4. Testing Mechanisms. Drug testing mechanisms may include the radioimmunoassay (RIA) method, the thin layer chromatography (TLC) method or other methods or techniques recognized by authorities as reasonable and reliable. If an employee tests positive based upon these methods, the test shall be confirmed by gas chromatography/mass spectrometry (GC/MS) test. Drug testing shall normally be based upon urinalysis unless good cause exists for another basis for testing. Testing for alcohol or other substances may be performed by recognized methods or techniques (e.g., blood testing, breathalyzer, etc.).

SECTION L – DISCIPLINE

1. All discipline for regular, non-probationary employees covered under this agreement shall be for just cause, and follow the principles of progressive discipline.

2. Discipline is defined to include written reprimands, suspensions without pay, disciplinary demotions to a lower paying classification(s) and discharge.

3. Oral and written reprimands shall not be subject to the grievance procedure; **provided**, the employee and/or Union shall have the ability to request a meeting with the Chief of Corrections to discuss material facts of the case and/or submit their comments in writing regarding any oral or written reprimand. Those written comments will become a matter of record attached to the oral or written reprimand.

SECTION M – ADMINISTRATIVE ASSIGNMENTS

The Sheriff (or designee) shall have the authority to select employees for administrative assignment in accordance with the Administrative Assignment Duration and Selection Policy provided in Appendix C of this Agreement.

SECTION N– DIRECT PAYCHECK DEPOSIT

All employees shall subscribe to direct deposit of their pay check to a financial institution.

ARTICLE II. ECONOMICS, HOURS, INSURANCE

SECTION A - WAGES

1. Wage Adjustments shall be applied as follows:

   a. 2017: 2.0% wage increase effective the first full pay period occurring on or after January 1, 2017, (actual date of January 9, 2017);

   b. 2018: 2.0% wage increase effective the first full pay period occurring on or after January 1, 2018 (actual date of January 8, 2018);

   c. 2019: the parties agree to reopen on wages.

2. During the life of the contract, all wage increases shall be applied to the first step of the pay scale. Step one of the Corrections Sergeants' Salary Schedule shall be at least five percent (5%) above the top step of the Corrections Officers' Salary Schedule. Each subsequent step in the Corrections Sergeant's pay scale shall be five percent (5%) above the immediately preceding step. The 2016 Salary/Class Schedule for employees covered by this Agreement is set forth within Appendix A and Appendix A.1 of this Agreement.

SECTION B – SALARY STEPS AND EVALUATIONS

1. Employees shall advance from Steps one (1) through four (4) in twelve (12) months following their date of promotion of hire into a bargaining unit position, or after their last advancement; **provided**, the employee receives an overall satisfactory performance evaluation, as determined by the Sheriff or designee. Effective January 1, 2017, Step five (5) shall be created and set at two and one-half percent (2.5%) above Step four (4). Employees shall advance into Step five (5) upon completion of ten (10) years at Step four (4); **provided**, the employee receives an overall satisfactory performance evaluation, as determined by the Sheriff or designee.

2. Length of employment required for step advancement shall be based on compensable hours only.

3. Employee Evaluation. Every new and newly promoted employee shall be evaluated every three (3) months during an employee's initial probationary period. Every employee shall be evaluated once each year after attainment of permanent status. Evaluations shall be used as a factor in granting permanent status, transfers, demotions, and terminations.

SECTION C – MEALS

In the event that the Employer is unable to provide Corrections Sergeants with a break for lunch, the Employer agrees to provide a lunch for the affected employee(s).

SECTION D – UNIFORM ALLOWANCE AND CLEANING

1. For those employees required to wear uniforms, the employer shall provide uniforms, boots/shoes, and individual equipment in accordance with established standards determined and approved by the Sheriff and the Kitsap County Board of Commissioners. Employer shall also provide repair and/or alteration services for required uniforms.

2. All uniforms and individual equipment purchased by Employer are to be and remain the property of the Employer.

3. Employees who sustain damage to eyeglasses, wrist watch, or handgun, while in the pursuit, arrest, restraining, escorting and detention of a suspect or prisoner, or while in training, shall be entitled to the following:

    a. Difference, if any, in actual and insurance paid cost to repair or replace his/her eyeglasses.

    b. Cost to repair or replace wrist watch up to a maximum sum of seventy-five dollars ($75.00).

c. Cost to repair or replace handgun at replacement cost to the agency. Prior to any repair or replacement of the handgun, the employee must obtain the approval from the Sheriff (or designee).

d. No payment for repair or replacement shall be made if the affected employee fails to provide timely and appropriate documentation and proof to the Sheriff or his designee, and fails to cooperate with the Prosecuting Attorney in obtaining appropriate restitution.

4. Uniform Cleaning. Employer shall provide cleaning services for those employees required to wear uniforms and shall provide and designate two (2) cleaners, one located in the south portion of the county and one located in the central/north portion of the county.

SECTION E – HEALTH AND WELFARE BENEFITS

1. The County will make contributions in the amounts listed below for funding, providing, and maintaining insured medical and dental benefits and life insurance, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.

2. **Medical Insurance Contributions:** For coverage effective January 2017 through December 2019, the County will make medical contributions as follows:

   a. **Regular, Full-Time Employees**: for employees with an established and approved FTE (Full Time Equivalent) of .75 and above

      i. 2017: effective with the January 2017 rates, the County and employee monthly contributions toward medical coverage are set forth below:

Premera Classic	County Contribution	Employee Contribution
Employee Only	$607.22	$75.04
Employee + Spouse	$1,216.74	$181.82
Employee + Child(ren)	$1,050.64	$143.28
Employee + Family	$1,661.90	$248.34

Premera Value	County Contribution	Employee Contribution
Employee Only	$607.38	$18.78
Employee + Spouse	$1,219.38	$64.18
Employee + Child(ren)	$1,051.92	$43.82
Employee + Family	$1,648.00	$105.20

Premera HDHP/HSA 1500	County Contribution	Employee Contribution
Employee Only	$515.04	$10.50
Employee + Spouse	$1,011.62	$65.68
Employee + Child(ren)	$869.76	$49.92
Employee + Family	$1,366.36	$105.10

Group Health Classic	County Contribution	Employee Contribution
Employee Only	$557.76	$23.24
Employee + Spouse	$1,107.62	$83.38
Employee + Child(ren)	$965.82	$50.84
Employee + Family	$1,496.54	$130.14

Group Health Value	County Contribution	Employee Contribution
Employee Only	$543.46	$0.00
Employee + Spouse	$1,091.78	$22.28
Employee + Child(ren)	$941.46	$9.50
Employee + Family	$1,491.16	$30.44

Group Health Access PPO	County Contribution	Employee Contribution
Employee Only	$607.22	$75.04
Employee + Spouse	$1,216.74	$181.82
Employee + Child(ren)	$1,050.64	$143.28
Employee + Family	$1,661.90	$248.34

Group Health HDHP/HSA 1500	County Contribution	Employee Contribution
Employee Only	$433.28	$0.42
Employee + Spouse	$843.12	$45.96
Employee + Child(ren)	$725.98	$32.94
Employee + Family	$1,135.84	$78.48

ii. 2018: effective with the January 2018 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally. For example, if the Group Health medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%).

ii. 2019: the parties reopen on 2019 medical benefits

b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions in 5% increments based upon

the percentage of full-time FTE status for the year as established and approved by the Employing Official and the Kitsap County Budget Office.

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 dollar ($100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.

   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, at 5% increments starting at .70 FTE (example: an employee whose established and approved FTE in a given year is .70, will receive 70% of a full-time employee's waiver incentive payment ($100.00), which equals $70.00). 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.

3. **No Double Coverage:** No County employee may have double coverage under County-sponsored medical plans (i.e., employees may not cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).

4. **Dental Benefits, County Contribution:** The County will make contributions as indicated below.

   a. County Contribution:

      (1) **Regular, full-time employees:** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty percent (50%) of the contribution rate or twenty-five dollars ($25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.

      (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.

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

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

d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction.

5. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.

6. **Annual Medical Examination:** Employer agrees to make available to all Corrections Sergeants one (1) annual medical examination; **provided,** that such examination shall be conducted by a medical doctor and facility designated by the Sheriff or his/her designee.

7. **Supplemental Disability Insurance:** Employer shall sponsor and provide supplemental disability insurance coverage for all PERS/PSERS eligible personnel regularly employed thirty (30) or more hours per week; **provided,** that the Employer's contribution shall not exceed one-third (1/3) of each individual's monthly cost, or ten dollars ($10.00), whichever is lower; **provided further,** participation and subscription shall be voluntary and at the option of the employee.

8. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.

9. **Changes to Coverage during Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.

Medical Benefits Committee

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

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to

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

SECTION F – HOURS OF WORK AND SHIFT BIDDING

1. Employees covered by this Agreement shall work shifts as may be assigned from time to time by the Sheriff or his designee and shall be subject to call in any emergency while off duty.

2. Employees covered by this Agreement shall receive a minimum of eight (8) hours rest between changes in shift assignments; **provided,** the eight (8) hours of rest requirement shall not apply for call in during an emergency.

3. Employer shall make every attempt to ensure that employees covered by this Agreement shall not be required to work a shift that is scheduled to rotate through two (2) or more shifts during the normal work week; **provided**, such limitation shall not apply to regular scheduled shift change-over and temporary assignments necessitated by emergencies.

4. Employees shall have the right to bid for shifts in accordance with the Shift Bidding Policy provided in Appendix D.

SECTION G – OVERTIME

1. All work performed in excess of eight (8) compensable hours in any one (1) day or forty (40) compensable hours in any seven (7) day week work cycle shall constitute overtime. Overtime shall be compensated in increments of fifteen (15) minutes.

2. Adjust-time: With the mutual agreement of an employee and his/her immediate supervisor, an employee may adjust schedule shift hours during the 28-day work period that would otherwise be paid at an overtime rate. The 7(K) exemption under the Fair Labor Standards Act shall apply for purposes of adjust time.

3. All overtime must be authorized in advance by the Sheriff or his designee, except in cases of emergency.

4. Employees required to work overtime shall be compensated therefore, by, at the option of the individual, receiving one and one-half (1-1/2) times the employee's regular hourly rate or one and one-half (1-1/2) hours of compensatory time off, for each hour of overtime work; **provided,** employees may accrue up to eighty (80) hours of compensatory time off. Any earned compensatory time shall be scheduled by mutual agreement of the employee and Employer.

5. Requests to use or pay out compensatory time

   a. All requests for compensatory time off must be approved by a supervisor. If the Employer is unable to approve a request for compensatory time off due to operational necessity, the Employer will pay the employee for the requested hours in accordance with sub-section b and c below, in lieu of granting the time off requested. At no time will overtime be used in order to grant compensatory time off.

   b. An employee may request payment of accrued compensatory time off at any time. Upon such request, the Employer will pay the employee for the requested hours not later than the pay day for the first full pay period following the request. Such payment shall be in lieu of using the requested hours to take time off.

   c. Hours accrued earliest shall be paid out first.

6. Employees shall notify the Sheriff or his designee of his/her decision to take compensatory time off or paid compensation at the overtime rate, when advised of his/her overtime duties.

7. Employees, who have completed their scheduled work shift or are on vacation or days off, who are subpoenaed to give testimony in court about events arising out of the employment, except in civil cases, or are required by the Sheriff, or his designee, to report back to work, shall receive a minimum of two (2) hours pay at the applicable overtime rate.

8. No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

SECTION H – WORK PERFORMED IN HIGHER CLASSIFICATION

An employee who is assigned to perform in a higher job classification for five (5) or more consecutive calendar days, shall be paid five percent (5%) above their current hourly wage for work temporarily performed in the higher classification; **provided:**

1. That the referred five (5) days shall be related to consecutive calendar days for each separate and specific incident or work project.

2. Written pre-approval is obtained from the Sheriff or designee.

3. The employee is temporarily assigned to perform either significant additional responsibilities for a designated period of time due to special work projects or unanticipated work demands; or a portion of the scope of duties principally ascribed to a Corrections Lieutenant, for a position that is either vacant or when a Corrections Lieutenant is on an extended leave.

4. Temporary out-of-class wages shall be paid for all actual hours worked.

5. Once the temporary assignment is completed, the employee's wage will return to his/her original wage.

SECTION I – LAW ENFORCEMENT OFFICERS' LIABILITY

1. Employer shall provide employees with law enforcement officers' liability coverage through the use of commercial insurance or self-insurance; **provided,** such protection shall only be provided to the extent of the terms and conditions of the appropriate commercial insurance policies, or in the case of self-insurance, to the extent provided by and in the manner and means of Ordinance No. 76-1979.

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

SECTION J – WORKER'S COMPENSATION SUPPLEMENT

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

ARTICLE III. LEAVE SCHEDULE AND ACCRUALS

SECTION A – HOLIDAYS

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

The phrase "required to work" means an employee:

(1) actually worked the holiday or,

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

The following paid legal holidays shall be observed:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day Following Thanksgiving Day	4th Friday in November
Christmas Day	December 25th

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

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

2. If an employee is required to work on one of the holidays below, or if the holiday is celebrated on one of the employee's regular days off, the employee shall receive eight (8) hours of annual leave and will be paid at the rates set forth below in subsections a. and b.; provided, an employee scheduled to work ten (10) hour shifts shall receive ten (10) hours of annual leave and will be paid at the rates set forth below in subsections a. and b. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of annual leave.)

   New Year's Day
   Independence Day
   Thanksgiving Day
   Christmas Day

   a. For schedule shift hours, employees shall be paid at one and one-half (1½) times their base hourly rate of pay for <u>actual</u> hours worked;

   b. For actual hours worked beyond the scheduled shift hours, employees shall be paid at two (2) times their base hourly rate of pay. This subsection represents an employee's full compensation owed under this section and under the Overtime section of this Agreement.

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

Upon resignation or retirement with two weeks notice, layoff, dismissal or death, the employee or beneficiary shall receive payment for an unused floating holiday.

SECTION B – ANNUAL LEAVE

1. Annual leave with pay for employees hired on or before July 1, 1997 shall be earned as follows:

Upon employment	10 days per year (80 hours)
Upon completion of five years employment	20 days per year (160 hours)
Upon completion of ten years employment	25 days per year (200 hours)

Provided, current employees who possessed twelve (12) years of employment on or prior to November 9, 1992, shall be eligible to earn thirty (30) days (240 hours) of annual upon completion of fifteen (15) years of employment. **Provided further,** current employees with fifteen (15) years or more of employment shall continue to earn thirty (30) days (240 hours) of annual leave.

2. Annual leave with pay for employees hired after July 1, 1997 shall be earned as follows:

Upon employment	10 days per year (80 hours)
Upon completion of three years employment	12 days per year (96 hours)
Upon completion of five years employment	15 days per year (120 hours)
Upon completion of ten years employment	20 days per year (160 hours)
Upon completion of fifteen years employment	25 days per year (200 hours)

3. Employees shall attempt to use annual leave during the year in which it is earned. No more than forty-five (45) days annual leave may be carried from one calendar year to the next; **provided,** that if any employee has made reasonable attempts during the year to use annual leave, but has been unable to do so due to the needs of the Employer, the employee may carry over the unused leave to the next calendar year. Requests for annual leave must be approved in advance by the Sheriff or his designee. Annual leave shall be taken at times agreed upon between the employee and the Sheriff or designee.

4. Upon separation of an employee by retirement, resignation with two (2) weeks notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation; **provided,** employees who are members of the Public Retirement System (PERS) or Public Safety Employees' Retirement System (PSERS) shall have no more than two-hundred and forty (240) hours paid upon retirement.

5. In the event that annual leave accruals are increased for any other Kitsap County represented employees between January 1, 2017 and December 31, 2019, the

Union and Employer agree to immediately reopen and negotiate sub-sections III.B.1 and III.B.2 on annual leave accruals.

SECTION C – SICK LEAVE

1. Employees shall earn and accumulate sick leave at the rate of one (1) day (8 hours) for each full month of employment; **provided**, not more than one hundred and fifty (150) days (1,200 hours) sick leave may be carried from one calendar year to the next.

2. Except as hereinafter provided, to the extent accumulated, sick leave with pay shall be allowed an employee who is incapacitated due to sickness or injury, when, due to exposure to contagious disease, the presence of the employee may jeopardize the health of others, or when necessary for medical examination or treatment of the employee.

3. Any sickness or injury for which an employee desires to take sick leave shall be immediately reported to the Sheriff or his designee. If an employee is not able to report for the start of his/her regular shift due to illness or injury, notification must be made prior to the beginning of that work shift. If the employee is incapacitated or physically unable to contact his/her supervisor, the employee will contact his/her supervisor as expeditiously as possible. Sick leave must be approved by the immediate supervisor. In order to evaluate an employee's request for sick leave, the Sheriff or designee may require the employee to verify the need for sick leave by providing a physician's or other licensed medical practitioner's certificate for sick leave taken in excess of three (3) consecutive working days or when there is a pattern of use that suggests "abuse" as defined below.

4. Any or all of an employee's accrued sick leave and other accrued leave may be used to care for an employee's spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Registered domestic partners are covered under the Sick Leave provisions of this Section. In order to qualify for this provision, an employee's domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Personnel Division. The definitions of the family members are set forth in the Employer's Personnel Manual.

5. The employee will need to repeat this notification for each day that they are ill, unless otherwise directed by the supervisor. If the employee has a physician's release-from-duty form, the employee will not need to repeat the notification for the duration of the release. Early return from an extended absence requires personal notification. For absences longer than three (3) days, the employer may request verification by the employee's doctor that the employee is ready to return to duty if there is some question about that readiness. Failure to provide proper notification of an absence may be considered unauthorized/unexcused leave.

6. When employees know of the need to use sick leave in advance, the employee will provide notice to the supervisor as early as reasonably possible. Employees are encouraged to schedule appointments, whenever possible, outside their regular working hours, during non-peak periods or near the beginning or end of their scheduled shift. Supervisors may expect the employee to report the anticipated length of absence, if known.

7. Employees are required to maintain regular and prompt attendance on their jobs. Regular and prompt attendance is an essential function of each employee's job. Once an employee has reported to work as scheduled, any absence during the work day must be reported. Absenteeism, tardiness, and unauthorized absences during the scheduled work day may result in leave without pay, and/or disciplinary action depending on the frequency and duration of absences. Disciplinary action may include, but is not limited to oral warnings, written reprimands, suspension without pay, reduction of annual leave, or discharge.

8. Definitions.

   a. Absenteeism: The voluntary or unexcused absence from work, including:

      (1) Failure to report to work.
      (2) Late arrival to, or early departure from, work.
      (3) Absences from the work area during the day.

   b. Unexcused Absences: Those absences for which no valid or truthful reason is given or failure to follow proper procedures when requesting the absence.

   c. "Abuse" is defined as the use of sick leave or other leave due to a reported illness occurring in an established pattern such as the day before or after days off, holidays, scheduled annual leave or weekends occurring during a rolling twelve (12) month period.

   Sick leave use for the purpose of the definition and application of "abuse" as defined above excludes the following use of sick leave.

      (1) Sick leave verified by an employee presenting a physician's or other licensed medical practitioner's certificate verifying the need for the use of sick leave.
      (2) Family Medical Leave Act (FMLA) leave.
      (3) Washington Care Act (WMA) leave.
      (4) Department of Labor and Industries (L&I) disability leave.

9. The Employer has a right to monitor sick leave use.

10. Supervisors and command officers are responsible for consistently enforcing the Sheriff's policies regarding absenteeism, including properly and fairly documenting employee's performance. However, the Union and the Employer recognize that the evaluation of sick leave requests and usage must be made on a case by case basis. Documented evidence of sick leave abuse shall be grounds for discipline. Supervisors are responsible for effective monitoring of suspected sick leave abuse. Supervisors should be aware that effective monitoring combined with coaching and counseling on suspected abuse may effectively deter future abuse. When coaching and counseling proves ineffective, supervisors should not hesitate to commence disciplinary action.

11. Employees are eligible to donate and to receive donated leave through the County's Annual Leave Donation Plan as set forth in the County Personnel Manual.

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

13. Except as hereinafter provided, to the extent accumulated, sick leave and other accrued leave with pay may be used to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

14. Except as hereinafter provided, to the extent accumulated, sick leave and other accrued leave with pay shall be allowed to care for a child of the employee with a health condition that requires treatment or supervision.

15. Upon retirement under the Public Employees' Retirement System (PERS) or Public Safety Employees' Retirement System (PSERS), employees will receive payment for fifty percent (50%) of remaining accrued sick leave up to a maximum accrual balance of 300 hours (for a total of 150 hours maximum payout). Confirmation of application for retirement must be provided to Human Resources prior to sick leave payout.

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

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

18. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio. (As an example, if the employee earned fifteen (15) days (120 hours) sick leave in a calendar year and used no sick leave, they could convert the fifteen (15) days (120 hours) to one and one-half (1.5) days (12 hours) annual leave.) If an employee chooses to convert sick leave, the converted annual leave must be used within the calendar year. Under no circumstances shall an employee receive cash payment for converted leave on the books. Employees must submit conversion requests to the employing department on or before January 31.

SECTION D – BEREAVEMENT LEAVE

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

- Children (includes foster, in-laws)
- Parents (includes in-laws, steps)
- Siblings (includes in-laws, steps)
- Grandchildren
- Grandparents
- Aunt, Uncle, Niece, Nephew
- Spouse/RDP
- Spouse's/RDP's children
- Spouse's/RDP's parents
- Spouse's/RDP's siblings
- Spouse's/RDP's grandchildren
- Spouse's/RDP's grandparents
- Spouse's/RDP's aunt, uncle, niece, nephew

RDP = Registered Domestic Partner

2. No more than three (3) days (24 hours) bereavement leave shall be allowed per occasion. Bereavement leave is not cumulative. In the event the employee needs to travel out-of-state to attend a funeral, bereavement leave shall be allowed up to five (5) days (40 hours); however, the fourth and fifth day shall be charged to the employee's accrued sick leave. An employee shall obtain approval of the immediate supervisor prior to taking bereavement leave; **provided,** if the need for bereavement leave is not anticipated, the employee shall immediately notify the immediate supervisor and obtain verbal approval.

3. Registered domestic partners (RDP) are covered under the Bereavement Leave provisions of this Section. In order to qualify for this provision, an employee's domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Personnel Division. The definitions of the family members are set forth in the Employer's Personnel Manual.

ARTICLE IV. GENERAL

SECTION A -- TERM:

1. Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect on January 1, 2017 through December 31, 2019.

2. On or before July 1, 2018, the Union and Employer shall meet to discuss and negotiate the reopener on 2019 medical benefits.

3. On or before September 1, 2018, the Union and Employer shall meet to discuss and negotiate the reopener on 2019 wages.

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

5. On or before June 1, 2019 the Union and Employer shall meet to bargain a replacement for this Agreement.

SECTION B – ENTIRE AGREEMENT

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

SECTION C – SUPERIORITY

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

SECTION D – SEVERABILITY

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

KITSAP COUNTY CORRECTIONS SERGEANTS' UNION

12/5/16

Keith Hall, President Date
AFSCME, Local 1308-CS

12-6-16

Aaron Cole, Staff Representative Date
AFSCME, Local 1308-CS

DATED this 7th day of December 2016.

KITSAP COUNTY SHERIFF'S OFFICE

Gary Simpson, Sheriff

DATED this 12 day of DEC 2016.

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

BOARD OF COUNTY COMMISSIONERS KITSAP COUNTY, WASHINGTON

NOT PRESENT

EDWARD E. WOLFE, Chair

ATTEST:

CHARLOTTE GARRIDO, Commissioner

Dana Daniels, Clerk of the Board

ROBERT GELDER, Commissioner

APPENDIX A

Rates Effective: **1/9/2017**

Kitsap County

Corrections Sergeants (Non-Exempt)

Salary Schedule (Annual/Hourly)

Grade Class: M00 **Hr/Day** 8.00

Pay Grade: M03

Job Type	Description	01	02	03	04	05
L130LB	Corrections Sergeants	$71,073.60	$74,630.40	$78,353.60	$82,264.00	$84,323.20
		$34.17	$35.88	$37.67	$39.55	$40.54

Note: Corrections Sergeants moved to M03 effective 01/09/2017. (Previously L03)
5% increase between steps 1 - 4. Step 5 is 2.5% above step 4.

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.

Friday, November 25, 2016 Job types and descriptions have been updated as of the date indicated in the footer. Page 1 of 1

Rates Effective: **1/8/2018**

Kitsap County

Corrections Sergeants (Non-Exempt)

Salary Schedule (Annual/Hourly)

Grade Class: M00 **Hr/Day** 8.00

Pay Grade: M03

Job Type	Description	01	02	03	04	05
L130LB	Corrections Sergeants	$72,488.00	$76,107.20	$79,913.60	$83,907.20	$86,008.00
		$34.85	$36.59	$38.42	$40.34	$41.35

Note: Corrections Sergeants moved to M03 effective 01/09/2017. (Previously L03)
5% increase between steps 1 - 4. Step 5 is 2.5% above step 4.

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.

Friday, November 25, 2016 Job types and descriptions have been updated as of the date indicated in the footer. Page 1 of 1

APPENDIX B

ADDITIONAL COUNTY POLICIES

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

County Personnel Manual Policies

Kitsap County Annual Leave Donation Plan, Appendix B
Kitsap County Drug Free Workplace Policy, Appendix E
Employee Assistance Program, Appendix R
Employee Suggestion and Award Program, Appendix U
Electronic Communications Policy, Appendix F
Social Media Policy, Appendix X
Employee Responsibilities, Chapter 10, Section C
Equal Employment Opportunity Policy, Appendix S
Family Medical Leave Act Policy, Appendix G
Policy Prohibiting Discrimination and Harassment, Appendix I
Prevention of Workplace Violence Policy, Appendix P
Travel Policy, Appendix M
Whistleblower Protection Policy, Appendix O
Workers Compensation, Chapter 9, Section I

Loss Control Policies (County Risk Management Policies)

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

APPENDIX C

ADMINISTRATIVE ASSIGNMENT DURATION AND SELECTION POLICY

A. The following administrative assignments will be held for three (3) years in duration:

1. Training/Alternatives Sergeant
2. Classification Sergeant
3. Administrative Sergeant

B. The workweek for administrative assignment employees will normally be Monday through Friday. The workday hours of work may be required to vary to accommodate work requirements.

C. An employee in an administrative assignment may be assigned to cover an operational sergeant's schedule, as needed, for matters such as leave coverage or position vacancy.

Whenever there is a need to cover an operations section sergeant's duty period in an overtime capacity, that overtime will first be offered on a voluntary basis to all corrections sergeants. If no sergeant volunteers to take the duty period, then a qualified and available OIC will be assigned on a voluntary basis. If a qualified OIC is not available to cover the duty period, then any corrections sergeant will be assigned, based on reverse seniority. At no time, will a sergeant be required to work more than sixteen (16) hours in a twenty-four (24) hour period of time; provided, this shall not apply for call in during an emergency.

D. The following selection process will be used in making administrative assignment:

1. The announcement of the assignment opening will be made for a minimum of fourteen (14) calendar days. Interested sergeants will be required to provide a detailed resume and a letter of interest outlining what makes that sergeant uniquely qualified to serve in this assignment.

2. The screening process will consist of an oral board and input from supervisors.

3. The Chief of Corrections will make the final selection.

4. Administration may assign a probationary sergeant to an administrative assignment if no tenured sergeant applies and the incumbent's tenure has expired.

5. The Union will be provided a list of sergeants requesting an administrative assignment.

E. Certain assignments require some on-the-job experience as a sergeant prior to being accepted. Upon completion of his/her first assignment, the sergeant may apply and be assigned a position for a second assignment. If no sergeant applies who has the requisite prior experience, the administration may assign a sergeant for another assignment (three year assignment period).

F. The administration reserves the right to remove a sergeant holding one of the administrative assignments if a satisfactory performance level is not maintained or if the assigned sergeant wishes to resign. That sergeant leaving the administrative position will be placed into the now vacated operational sergeant's position for the term of that sergeant's current year's bid. He/she will also be provided the opportunity to shift trade under F above irrespective of the thirty (30) day time frame.

G. The administration reserves the right to change the number of administrative assignments. The parties will meet and confer regarding any change in assignments.

APPENDIX D

SHIFT BIDDING POLICY

A. Sheriff (or designee) shall have the right for all operational positions in the classification of sergeant, to allocate the number of positions per shift and days off and Matrix to be used.

B. Employees will bid for positions (both shift and days off), with no sergeant having overlapping days off for their perspective shift.

C. Employees will bid by seniority, except as provided below. Seniority of sergeants will be based on date of promotion. If more than one sergeant was promoted on the same date, the sergeant who placed higher on the Civil Service Eligibility List will be designated as the more senior sergeant.

D. Each sergeant will bid in turn for his/her shift of choice for each shift rotation. In the shift bidding program, it is imperative that a sergeant makes his/her decision as rapidly as possible so that the next sergeant may make his/her selection. Each sergeant signing up for next year's schedule will be required to notify the next junior sergeant once he/she has completed his/her own shift bid.

E. Shift bidding will begin on the 1st of December with an expected completion date of January 1st and implementation on the first Monday of the first full pay period in February.

F. Once the year's schedule is final and posted in February of each year, regular sergeants will be permitted to trade thirty (30) days prior to the implementation of the next shift change. The trade must be mutual between the sergeants. . The trade request will be forwarded for approval/denial to the Division Chief or designee thirty (30) days prior to the start of that shift change.

G. The parties agree that from time to time, modifications, corrections of errors of omission or adjustments may be made to the shift bidding policy after meeting and conferring in a labor/management meeting.

H. Exceptions to the shift bidding:

1. Probationary Sergeants.

    a. Employees on probation are excluded from shift bidding. Administration will place probationary sergeants on the schedule because of the need to rotate probationary sergeants through the various shifts during their first year of service.

b. If their probationary period ends within thirty (30) days after the start of a new shift-bidding schedule, they will be eligible to participate in the shift bidding process.

c. At the conclusion of the probationary sergeant's training and when deemed ready for assignment, the sergeant will be placed in a shift schedule until the next shift bidding process. Once the sergeant is assigned, notice will be posted and any senior sergeant wishing to occupy that newly assigned post may request and be assigned. A "swap" will be made on a one-time-only basis and the sergeants will remain in the new shifts until the next shift rotation when they may enter into a shift trade as set forth in Section F above.

2. Administrative Assignments. The administration retains the right to assign certain positions within the Corrections Division. The following are the current administrative assignments within the Corrections Division for sergeants.

a. One (1) Training/Alternatives.
b. One (1) Classification.
c. One (1) Administrative.

The administration will fill these positions prior to shift bidding.

3. Medical Exceptions: If a Sergeant is required to care for his/her spouse or dependent with a serious health condition (as verified by a health care provider), the Administration may authorize that Sergeant to move to another shift to help facilitate said care. Prior to Administration making such a move, volunteers will be solicited to trade with the requesting Sergeant. If no Sergeant volunteers, then the most junior Sergeant of the shift may be moved to facilitate the needs of the requesting officer.

2017 Corrections Sergeants Rates				
Medical/Vision Plans	**Monthly Rate**	**County Monthly Contribution**	**Employee Monthly Contribution**	**Employee Biweekly Deduction**
Premera Classic Plan (#1037245)				
Employee Only	682.26	607.22	75.04	37.52
Employee/Spouse	1,398.56	1,216.74	181.82	90.91
Employee/Child(ren)	1,193.92	1,050.64	143.28	71.64
Employee & Family	1,910.24	1,661.90	248.34	124.17
Premera Value Plan (#1037245)				
Employee Only	626.16	607.38	18.78	9.39
Employee/Spouse	1,283.56	1,219.40	64.16	32.08
Employee/Child(ren)	1,095.74	1,051.92	43.82	21.91
Employee & Family	1,753.20	1,648.00	105.20	52.60
Premera HDHP/HSA *NEW in 2017* (#1037245)				
Employee Only	525.54	515.04	10.50	5.25
Employee/Spouse	1,077.30	1,011.62	65.68	32.84
Employee/Child(ren)	919.68	869.76	49.92	24.96
Employee & Family	1,471.46	1,366.36	105.10	52.55
Group Health Classic Plan (#1243100)				
Employee Only	581.00	557.76	23.24	11.62
Employee/Spouse	1,191.00	1,107.62	83.38	41.69
Employee/Child(ren)	1,016.66	965.82	50.84	25.42
Employee & Family	1,626.68	1,496.54	130.14	65.07
Group Health Value Plan (#1275900)				
Employee Only	543.46	543.46	0.00	0.00
Employee/Spouse	1,114.06	1,091.78	22.28	11.14
Employee/Child(ren)	950.96	941.46	9.50	4.75
Employee & Family	1,521.60	1,491.16	30.44	15.22
Group Health HDHP/HSA *NEW in 2017* (EE Only #1650400) (EE+Dep #1650500)				
Employee Only	433.70	433.28	0.42	0.21
Employee/Spouse	889.08	843.12	45.96	22.98
Employee/Child(ren)	758.92	725.98	32.94	16.47
Employee & Family	1,214.32	1,135.84	78.48	39.24
Group Health Access PPO Plan *NEW in 2017* (#677940)				
Employee Only	682.26	607.22	75.04	37.52
Employee/Spouse	1,398.56	1,216.74	181.82	90.91
Employee/Child(ren)	1,193.92	1,050.64	143.28	71.64
Employee & Family	1,910.24	1,661.90	248.34	124.17

Dental, Life & Disability Plans	Monthly Rate	County Monthly Contribution	Employee Monthly Contribution	Employee Biweekly Deduction
Delta Dental Plan 2C (0497-4033)				
Employee only	52.80	52.80	0.00	0.00
Emp + 1 Dependent	94.09	77.80	16.29	8.15
Emp + 2+ Dependents	169.79	111.30	58.49	29.25
Delta Dental Plan 4D (0497-4032)				
Employee only	55.87	52.80	3.07	1.54
Emp + 1 Dependent	98.98	77.80	21.18	10.59
Emp + 2+ Dependents	178.48	111.30	67.18	33.59
Delta Care				
Employee only	29.57	29.57	0.00	0.00
Emp + 1 Dependent	60.31	54.57	5.74	2.87
Emp + 2+ Dependents	125.41	77.49	47.92	23.96
Willamette Dental				
Employee only	50.15	50.15	0.00	0.00
Emp + 1 Dependent	83.45	75.15	8.30	4.15
Emp + 2+ Dependents	133.56	91.86	41.70	20.85
Standard Basic Life ($24,000 Employee & $1,000 Dependents)				
Employee + Dependents	4.00	4.00	0.00	0.00
Standard Optional Long-Term & Short-Term Disability w/ $20K Life Insurance				
Employee	47.00	10.00	37.00	18.50