



COLLECTIVE BARGAINING AGREEMENT
Between
KITSAP COUNTY
and
Washington State Council of County and City
Employees, Local 1308, AFSCME, AFL-CIO
(Courthouse Employees)

KC-070-25

January 1, 2025 – December 31, 2027

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COLLECTIVE BARGAINING AGREEMENT KC-070-25

This Agreement is made and entered into by and between Kitsap County, hereinafter known as the “County,” and Locals 1308 and 1308-G of the Washington State Council of County and City Employees, AFSCME, AFL-CIO, hereinafter known as the “Union,” to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this document is to set forth the wages, hours and working conditions for said Union’s bargaining unit for the term herein below provided.

The County and Union recognize the importance of a reliable work force to provide quality services to the citizens of the County. The County will promote a reliable work force by providing competitive wages and benefits. The Union members will strive to provide the best services possible to the citizens of the County.

ARTICLE I. RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

1. The Employer recognizes the Union as the exclusive bargaining representative for regular full-time and regular part-time employees in the following departments, excluding employees whose positions are covered by another bargaining unit, supervisors, managers and confidential employees, and all other employees:
 - a. Administrative Services
 - b. Assessor
 - c. Auditor
 - d. Emergency Management
 - e. Clerk
 - f. Community Development
 - g. District Court
 - h. Prosecutor
 - i. Treasurer
 - j. Medical Examiner’s Office
 - k. Wastewater Laboratory Division of the Public Works Department
 - l. Information Services
 - m. Facilities Maintenance Division of the Public Works Department
 - n. Courthouse Security Series in the Kitsap County Sheriff’s Office
 - o. Noxious Weed Inspectors

SECTION B – UNION MEMBERSHIP MAINTENANCE

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Union within ten (10) working days after the employee's date of hire. The Employer will provide the Union with access to new employees of the bargaining unit consistent with RCW 41.56.037.
2. The Union will notify the County of its initiation fees and dues structure. Upon receiving the Union's authorization form from an employee consistent with RCW 41.56.110, the Employer will deduct monthly dues and assessments or fees from the salary of such employee and transmit such amount to the Union. The Employer shall provide an electronic copy of the employee's authorization for payroll deduction to the Union within ten (10) days of receiving such authorization. The Employer is not required to deduct dues in a pay period where the employee is in an unpaid status.
3. An employee may revoke their authorization for payroll deduction of payments to the Union in accordance with RCW 41.56.110.
4. The Employer shall provide to the Union monthly a complete list of all bargaining unit members in accordance with state law. The Union may request additional information on bargaining unit members as needed. The Union agrees to indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the release of bargaining unit member information under this sub-section.
5. Voluntary Authorization: Upon written authorization, the Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction in the amount authorized by the Union member. An employee may revoke their authorization at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
6. Electronic Authorization: An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.
7. Indemnity: The Union shall indemnify, defend, and hold harmless the Employer from any and all claims against the Employer arising out of administration of this Article.

SECTION C – UNION/EMPLOYER RELATIONS

1. All collective bargaining regarding wages, hours, and working conditions of employment shall be conducted by authorized representatives of the Union and Employer.
2. The Union and Employer agree that if any new classifications are established within the departments recognized in Article I, Section A (Recognition), both parties will meet to discuss whether the position is in the bargaining unit, and, if the County voluntarily recognizes the Union, to then negotiate the wages, hours and working conditions. Reasonable notice will be given to the Union when existing classification specifications are substantively changed.
3. The Union shall be allowed use of bulletin board space to post Union notices that have been authorized by a Union official.

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.

- b. Full-Time Employee: A regular employee who is hired to work a predetermined schedule of at least forty (40) hours per week in a budgeted position.
 - c. Part-Time Employee: A regular employee who is hired to work a predetermined schedule of forty (40) hours or more in a two (2) week pay period but less than eighty (80) hours in a two (2) week pay period in a budgeted position.
 - d. Probationary Employee: A non-regular employee serving a test period of work evaluation as a new, promoted, transferred, or recalled employee prior to regular status.
 - e. Regular Employee: An employee, in a budgeted position, who has successfully completed their probationary employment period. Regular employees are credited with continuous service from the date of hire into a budgeted position.
 - f. FLSA Exempt Employee: An employee in a position whose duties meet one of the exemptions from the overtime provisions of the Fair Labor Standards Act. FLSA exempt employees are paid on a salaried basis and are not eligible for overtime compensation, including call-back pay under this Agreement.
 - g. FLSA Non-Exempt Employee: An employee in a position that is eligible for overtime compensation under the FLSA.
2. Employer: Shall mean the County of Kitsap, Washington.
 3. 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 as established in Article I, Section H (Grievance Procedure).

4. Probationary Period: Probationary employees may be deemed to have failed probation at any time during or at the conclusion of the probationary period so long as the reasons for failure are given. Such employee shall have no recourse to the grievance procedure, for said decision, except if the Employer fails to pay wages and benefits pursuant to this Agreement. The employee will be granted regular status at the end of the probationary period if the employee has performed satisfactorily. Both the Union and an employee whose probationary period is extended in accordance with the provisions below will be given notice of the extension in writing and an explanation of the areas in which the employee needs to improve prior to successfully completing their probationary period. An employee's probationary period shall be extended by any time an employee is in an unpaid status during the probationary period. Probationary employees are eligible to use accrued vacation and sick leave and their floating holidays.
- a. New Hire: The probationary period for a newly hired employee shall be six (6) months. At the option of the employer, the probationary period may be extended up to an additional six (6) months. If a newly hired employee fails the probationary period, they will be discharged from County employment.
 - b. Promoted Employee: The probationary period for a promoted employee shall be three (3) months. At the option of the Employer, the probationary period may be extended up to an additional three (3) months. If the employee fails the probationary period, they will be returned to the same or a similar position from which they were promoted so long as the position is within the same bargaining unit.
 - c. Transferred Employee: The probationary period for an employee who transfers to a different department within the same or lateral job classification or within the employing department to a lateral job classification, shall be three (3) months in duration. The employee's probationary period may be extended up to an additional three (3) months at the option of the Employer. If the employee fails the probationary period, they may either be discharged from County employment or may be returned to the same or a similar position from which they transferred so long as the position is in the bargaining unit, a vacancy currently exists, and conditional on approval by the Employing Official of the office/department that the employee wishes to return to. All transfer employees will be informed that discharge is an option for failing probation prior to any transfer.
 - d. Recalled Employee: Employees recalled into the department and position from which they were laid off shall not be subject to a new probationary period. The probationary period for an employee who has been laid off and is recalled into the department of layoff into a position other than the position the employee was laid off from shall be three (3) months.

Re-employment in other departments shall be subject to the probationary period for New Hires, as outlined in 4.a above. If the employee fails the probationary period, they will be placed back on the recall list for the remainder of the recall period.

- e. A promoted or transferred employee, who moves outside of the bargaining unit, shall have the ability to return to the prior position or similar position provided the following conditions are met:
 - i. The employee submits a request in writing to the Employing Official and the Employing Official approves the request.
 - ii. A vacancy exists in the same or similar classification that the employee formerly held regular status; and
 - iii. The returning employee does not bump a bargaining unit employee.

- 5. Promotion: Appointment to a job classification with a higher pay range within the department of current employment.

- 6. Seniority: Seniority is the length of continuous service within the Bargaining Unit. Seniority begins to accrue from the first day of employment or rehire into a regular position, whichever is later. Seniority resets when an employee separates from County employment for more than twelve (12) months.

- 7. Union: Shall mean Local 1308 and 1308-G, American Federation of State, County, and Municipal Employees, and Washington State Council of County and City Employees.

- 8. Anniversary Date (date of hire): The date an employee is originally hired into a regular budgeted full-time or part-time County position. No credit shall be given for extra help work when establishing an employee's anniversary date. The anniversary date resets when an employee separates from County employment for more than twelve (12) months.

- 9. Continuous Service: The length of continuous service by an employee which includes periods of authorized paid leaves. An employee who terminates and is re-employed, or who is laid off and re-employed or re-called within twelve (12) months from the termination date shall have their continuous service date adjusted by the time between termination and re-employment. All benefits based on length of service shall be computed on the basis of continuous service, unless otherwise specified. Continuous service dates are adjusted for any period of absence over one full calendar month in an unprotected leave without pay status. Continuous service resets when an employee separates from County employment for more than twelve (12) months.

- 10. Transfer: The voluntary change of an employee to a different department from one classification to another classification with the same or lower pay rate.

11. Job Sharing: An alternative work arrangement in which employees share a full-time position.
12. Reclassification: Changes in the level of responsibilities, tasks and duties of a position which may change areas of emphasis, the level of skill required and/or qualification requirements as they relate to the current position. These changes may result in allocating the position to a new classification. A reclassification upgrade is not to be used as a merit raise or as a reward for employment longevity, nor is it to be used to reflect an increased volume of work at the same level of responsibility that the incumbent is currently performing. A reclassification may result in an increase or decrease in compensation. The Board of County Commissioners must approve a reclassification before an employee may be compensated for any change in compensation resulting from a reclassification.
13. Reassignment: When an employee moves from one position within a job classification to a different position within the same job classification or within the same pay band, in the same department. The employee's pay rate will not change.

SECTION E – NON-DISCRIMINATION

1. Neither the Employer, Union, nor any employee, shall in any manner whatsoever discriminate or retaliate against any employee of a protected class as defined by applicable law.
2. Words denoting gender in this Agreement are intended to apply equally to all genders.
3. Alleged violations of this Section may be pursued to federal or state authorities such as the EEOC and/or Washington State Human Rights Commission and shall not be processed as a grievance under this Agreement. However, the Union will not be prohibited from arguing unlawful discrimination as part and parcel of any grievance involving termination or imposition of discipline.

SECTION F – MANAGEMENT/EMPLOYEE RIGHTS

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 whatsoever 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 within the parameters of this agreement; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions within the parameters of this agreement; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to utilize on-call employees without restriction; the right to maintain order and efficiency; the right to designate the work and functions to be performed; the right to establish, administer, or change bonus, incentive or merit compensation plans beyond those identified in this agreement; the right to make and enforce safety and security rules of conduct; the right to discipline or discharge employees for just cause, 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 G – UNION OFFICIALS’ TIME OFF

1. Employees in the Bargaining Unit (Shop Steward, Union Executive Board members and/or members of the negotiating committee) shall be granted reasonable time off while engaged in official Union/Employer business involving contractual matters, such as attending a grievance meeting or a labor-management meeting, or negotiations, so long as:
 - a. Employees shall notify the Employing Official or designee at the earliest time the employee is made aware of the need to be absent and the affected Employing Official or designee determines that such temporary absence shall not cause unacceptable disruption of services or expenditure of funds.
2. Each Union-dues paying member shall be able to donate vacation leave once per year to be used by Delegates to attend union-sponsored training conferences and conventions and/or to perform Union business without loss of pay. Employees shall notify the County of their donation between December 1 and December 15.
 - a. Unless otherwise waived by the Employing Official, the employee shall submit a written request at least two (2) weeks in advance of the need for the leave. Any such leave shall be subject to approval of the Employing Official or designee.

- b. Assessed leave not used in a calendar year shall be carried over from year to year. No more than two hundred and fifty (250) hours shall be accumulated. Once the bank reaches two hundred and fifty (250) hours, no leave shall be deducted from employees until such time as the bank hours are used below the two hundred and fifty (250) hour threshold.

SECTION H – GRIEVANCE PROCEDURE

1. An employee, or Union representative, who may feel aggrieved by the Employer's interpretation or application of the terms of this Agreement may seek their remedy by the procedure provided in this Agreement. An aggrieved employee may personally, or with the assistance of the Union, initiate this grievance procedure.

This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint, at the lowest level, prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

2. Union Representation: Throughout the grievance procedure, an aggrieved employee shall be represented by the Union. However, any employee, at any time, may present their grievance without the intervention of the Union up to Step 2 so long as the remedy is not inconsistent with the terms of the Collective Bargaining Agreement and the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
3. Time Limits: Any time limits stipulated in this Section 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/her grievance to the next step in the grievance procedure within the specified time limit, and in the specified manner, the grievance shall be considered 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/her 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.
4. Procedure:
 - a. Step 1 - Oral Discussion. Within ten (10) working days of the occurrence which gave rise to the grievance, or within ten (10) working days after the employee becomes aware of the situation giving rise to the grievance, the employee and his/her shop steward, or representative of the Union, shall discuss the grievance with a designated member of management. The member of

management shall notify the employee of their decision on the grievance or provide a reason for a delay in the response within ten (10) working days after the discussion with the employee, or the grievance shall be deemed denied. Both parties may agree to bypass Step 1 and proceed directly to Step 2 or 3 within ten (10) working days.

b. Step 2 - Written Grievance. If there is no timely response or satisfaction at Step 1, then within ten (10) working days after receipt of the Step 1 response or expiration of the time for response, the employee and/or the Union representative shall reduce to writing a statement of the grievance which shall contain the following: (a) the facts upon which the grievance is based; (b) reference to the section or sections of the agreement alleged to have been violated; and (c) the remedy sought.

The written grievance shall be filed with:

- Elected Office: A designated senior member of management
- Appointed Departments: Department Director or his/her designee.

The designated senior member of management/Department Director or designee shall conduct an investigation and shall notify the aggrieved employee and the Union in writing of the decision, and the reasons therefore within ten (10) working days after receipt of the written grievance.

c. Step 3 – Grievance Hearing - If there is no timely response or satisfaction at Step 2, then within ten (10) working days after receipt of the Step 2 response, the employee and the Union representative may present the grievance, in writing, to:

- The Elected Official or designee, if it is a non-wage-related grievance brought in an Elected Office other than the Kitsap Board of County Commissioners, or
- The County Administrator or designee, for all other grievances.

Upon receipt of the grievance, the Elected Official/County Administrator or designee, shall schedule a grievance hearing within thirty (30) working days to hear the grievance, and within ten (10) working days thereafter issue to the Union a written decision.

d. Step 4

i. Arbitration: If a satisfactory resolution is not reached, then the Union may, within fifteen (15) working days from the Step 3 decision, request arbitration under the procedures described below.

ii. Mediation: By mutual agreement, the parties may mediate the grievance prior to submission for arbitration.

- a. Arbitrator Selection. 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 to an arbitrator within ten (10) working days of the submission of the written request for arbitration, a list of nine (9) names shall be requested from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) of arbitrators located in Washington and Oregon. The parties will select an arbitrator by alternately striking names from the list within ten (10) working days of receipt of the list. The party to strike first shall be determined by coin toss.
- b. Hearing. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as they deem pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representative(s) and witnesses.
- c. Authority of the Arbitrator. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before them and shall refuse to receive any information after the hearing, except when there is mutual agreement, and in the presence of both parties. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision shall be made in writing. If either party wishes to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the parties, or if they are unable to agree on a date, designated by the arbitrator. In case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.
- d. Cost of Arbitration. Union and Employer shall pay any compensation and expenses relating to its own witnesses or representatives, including attorney's fees. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, the party will pay one-half of the stenographic costs. The fee and expenses of the arbitrator shall be borne equally by both parties.

SECTION I – PERSONNEL FILES

The official personnel file for each employee shall be maintained in the Human Resources Department. The employee and/or an authorized representative may examine the employee's personnel file in the Human Resources Department. Material to be placed into the employee's file relating to job performance or personal character after July 28, 1985, shall be brought to the employee's attention and signed by the employee prior to placement in the file. The employee's signature only indicates acknowledgment, not agreement. In the event an employee refuses to sign a document the Employer may note the employee's refusal on the document itself. An employee may challenge the propriety of any material in the files. If, after discussion, Management retains the material in the file, the employee shall have the right to insert contrary documentation into the file. If the affected employee believes that a deficiency has been corrected by later action, they may request, in writing, to have a review of this action included in the file. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. (Reference RCW Chapter 49.12 as amended.)

SECTION J – JOB VACANCIES

An Elected Official/Department Director or designee shall post notice of job vacancies for both new and existing positions in one of the following ways, at their option, within this Bargaining Unit:

1. Promotions. An Employing Official may fill a job vacancy from within their department through a departmental posting only. Such notice shall be posted a minimum of five (5) working days before filling the job vacancy.
2. Internal Posting. An Employing Official may authorize Human Resources to post a vacancy internal to regular employees of their department only, instead of, or prior to, outside posting to the general public. The notice is to be posted a minimum of five (5) working days prior to filling the job vacancy.
3. County Wide Posting. An Employing Official may authorize Human Resources to post a vacancy internally to regular employees of Kitsap County. The notice is to be posted for a minimum five (5) working days prior to filling a job vacancy.
4. Outside Posting. An Employing Official may authorize Human Resources to post notice of job vacancy to the general public. The notice is usually posted at least ten (10) working days before filling a job vacancy. The posting period may be reduced to five (5) working days at the discretion of the Employing Official.
5. Transfer Posting. An Employing Official may authorize Human Resources to fill a vacancy from the transfer list. The transfer posting is only available to employees in regular, budgeted positions. The transfer posting can only be used for positions on an equal or lower pay rate than the candidate's current pay rate.

Transfer posting may not be used for promotional positions. An employee transferring to a different position shall possess the minimum qualification for that position. The right to return, if provided, must be in writing by the affected Employing Official at the time of transfer.

The Employer agrees to encourage all Employing Officials to utilize the promotion or departmental posting procedures prior to public recruitment whenever possible.

SECTION K – PROMOTIONS

Effective after execution of this Agreement and implementation of the new pay scales: For promotional appointments, Employing Officials have the authority to offer up to step 5 of the applicable pay grade. The employee's hourly rate for the position into which the employee is promoted shall be at least 2.5% greater than the employee's hourly rate at the formerly held position. If the employee was to receive a step increase within 90 days, that hourly rate shall be considered into the hourly rate for the new position. Appointment upon promotion at Step 6 or above on the pay grade must be approved in writing by the County Administrator if the increase is more than 5%.

SECTION L – LAYOFFS AND RECALL PROCEDURES

As defined in Article I Section D, seniority is an employee's length of continuous service within the bargaining unit in a regular full-time or regular part-time status.

1. Layoff procedures:

In the event of a layoff, seniority, performance and ability (including special skills needed to perform a particular assignment within a classification) shall be the factors in determining which employees within the affected classification within a department will be laid off. When ability and performance are substantially equal, seniority shall be the determining factor. Performance shall be determined by use of the employee's performance evaluations within the last two (2) years within the affected classification. Ability shall be determined by the existence of special skills, credentials, or other qualifications required in a particular job assignment as evidenced by the job description or announcement of hiring.

No regular employee shall be laid off while there are extra help or new probationary employees serving within the affected classification within the Department. Employees laid off shall be given two (2) weeks' notice in writing or, at the Employer's option, two (2) weeks separation pay. Laid off employees shall be eligible to apply for promotional opportunities within departments covered by this Agreement for a period of twelve (12) months from their effective date of layoff.

2. Recall within Department of Layoff:

When the Employer rehires in a department within twelve (12) months after a layoff has occurred, the Employer shall first attempt to rehire those employees who were laid off from the affected classification within the department in the reverse order of their layoff. In addition, employees laid off may be considered for positions of equal or lower classifications for which they meet the minimum qualifications. A recalled employee shall be subject to the probationary period as outlined in Section D (Definitions). Employees who refuse recall into their former job classification shall relinquish their recall and reemployment rights under this Agreement.

3. Re-employment in Other Departments:

Laid off employees may request to be considered for re-employment in other County departments for positions within the employee's former classifications or any equal or lower classifications for which the employee is determined to meet the minimum qualifications. Laid off employees shall notify the Human Resources Department and shall complete the appropriate forms identifying positions for which they are potentially qualified. Qualified employees shall receive consideration by individual departments prior to open recruitment and hiring of new employees for regular full-time or regular part-time position vacancies. Laid off employees shall be eligible to receive such consideration for a period of twelve (12) months from their effective date of layoff. A recalled employee shall be subject to the probationary period as outlined in Section D (Definitions).

It shall be the responsibility of the laid off employee to inform the Human Resources Department of any change of their contact information. Notification of recall shall be by registered mail, and the employee's response is required within ten (10) days of receipt of the notification.

4. Employees laid off from their classification(s) may "bump" the least senior employee in an equal or lower classification previously held by the employee within the same department and for which they are qualified to perform.
5. Laid off employees shall retain seniority for recall and reemployment purposes for twelve (12) months following the effective date of the layoff. Employees reinstated within that twelve (12) month period shall have any unused, accrued sick leave balances restored upon reinstatement.

SECTION M – EMPLOYEE DISCIPLINE

The Employer shall administer progressive disciplinary action (where appropriate) in accordance with the following procedures, including the presence of a Union representative upon request:

1. Oral Warning. Oral warnings shall be used for minor offenses, such as unsatisfactory work habits/performance. The supervisor shall discuss the offense and warn the employee not to repeat the behavior. Repeated violations may result in a written reprimand, or more severe disciplinary action. The employee must acknowledge receipt of the oral warning by signing documentation of the oral warning for the Employer's records. Oral warnings shall not be subject to the grievance procedure.
2. Written Reprimand. Written reprimands shall be used for more serious offenses, misconduct, performance deficiencies or for repeated incidents where an oral warning has failed to correct behavior. This reprimand shall be in the form of a signed letter by the supervisor to the employee, with the employee signing to acknowledge receipt of the letter, but not necessarily agreeing to its contents. Copies of such reprimands shall be kept in the employee's Personnel File in the Human Resources Department. Copies of any such written reprimands may be sent to the Union at the employee's request.
3. Suspension Without Pay. Suspensions without pay may be administered when the offense is of a serious enough nature or when the inappropriate conduct or performance has continued subsequent to written reprimand(s). At the Employing Official's option, an employee's accrued vacation leave and/or compensatory time balance may be reduced by amount equal to the imposed suspension, in lieu of the suspension without pay. Such action shall be equivalent to a suspension without pay for all purposes. When a suspension is imposed, the employee may request and be granted an opportunity for prompt discussion of the suspension without resorting to the grievance procedure.

Temporary unpaid suspensions for no more than ten (10) working days may also be administered in those situations where an employee has been charged in a court of law with a crime that amounts to egregious misconduct, inimical to public service. In addition, after an initial hearing in cases where the Employing Official, or his/her designee, determines that while further investigation is warranted there is a reasonable basis to believe that an employee has engaged in egregious misconduct inimical to public service, the employee may be placed on unpaid administrative leave pending completion of the investigation. If, after investigation, it is determined that the employee was not in violation, the suspended employee shall be returned to their position and paid for any lost time. In all other cases in which the Employer seeks to investigate the alleged misconduct, the Employer may place the employee on administrative leave with pay for the duration of the investigation.

4. Demotion: The Employing Official, or their designee, may demote an employee to an existing vacant classification, in the same department and bargaining unit, which has a lower salary range. This type of action could be taken where an employee is unable or unwilling to perform the duties required for his/her current position but meets the qualifications for the position to which they are being

demoted. It also may apply when an employee commits an offense requiring greater discipline than a suspension.

5. Discharge. Instances which warrant discharge without a prior warning, notice or suspension may include, but shall not be limited to, such conduct as insubordination, theft, falsifying records or reports, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job; or conduct on or off the job which directly affects the employee's ability to perform his/her job or his/her ability to work with co-workers, compelling the County to suspend or discharge the employee rather than tolerate the disruptions that continued employment may cause. Repeated offenses may also warrant the discharge of an employee, if such conduct has been documented by the Employer. A

Pre-disciplinary Hearing shall be conducted prior to any discharging of an employee. The hearing may be informal in nature and shall be conducted by the Employing Official or designee. The Employer shall not discharge any regular employee without just cause.

6. Any Pre-disciplinary Hearing will be consistent with the employee's Loudermill rights and the Union's Weingarten rights at Subsections 3 through 5 of the discipline process set forth above.
7. Chapter 11 (Discipline and Termination) of the County's Personnel Manual contains a non-exclusive list of violations and acts of misconduct that may be "cause" for disciplinary action under this Section.
8. Employees may submit a written request for removal of reprimand records two (2) years from the date of their issuance, if no further incidents or discipline occur. PROVIDED, however, that discipline for violation of the County's Administrative Guidelines covering Harassment, Discrimination and Workplace Violence, suspensions, and "Last Chance Agreements" may be maintained indefinitely unless limited by the terms of the specific disciplinary document.

SECTION N – PAY PERIODS

1. Employees shall be paid on a biweekly pay schedule. The pay period for all employees shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday. Employees shall receive their biweekly payment no later than the Friday following the close of the pay period.
2. All bargaining unit members shall use the automatic payroll deposit that the County provides by assigning the direct deposit of their bi-weekly pay roll to a financial institution of their choice or enroll in a pay roll card. Note: Any out of state hardship(s) requiring a paper check will be addressed on an individual case basis.

SECTION O – NO-STRIKE CLAUSE

1. Union and Employer agree that nothing contained in RCW Chapter 41.56.120 shall permit or grant any public employee the right to strike or refuse to perform his/her official duties.
2. The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union and/or the employees covered by this Agreement shall not cause or condone any form of work stoppage, strike, or slow-downs as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discipline which may include discharge.
3. A picket line, strike, slow-down or other interference with County functions by any other Union or bargaining unit shall not be the cause for any form of work stoppage, strike, or slowdown by employees or the Union. Employees who are involved in such actions shall be subject to discharge.

SECTION P – SAVINGS CLAUSE

1. The Union and the Employer shall refer to the County's Personnel Manual to resolve matters not covered by this Agreement or for elucidation of matters covered by this Agreement; however, nothing contained in the County's Personnel Manual shall degrade from the provisions of this Agreement.
2. If any provisions of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid, and shall remain in full force and effect. In such event, the parties shall meet within thirty (30) days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, and to preserve the intent of the entire Agreement as negotiated by the parties.

SECTION Q – ENTIRE AGREEMENT CLAUSE

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.

SECTION R – 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 Step 1 of the higher 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**:

1. That the referred five (5) days shall relate to consecutive workdays for each separate and specific incident or work project;
2. Pre-approval is obtained from the Employing Official 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.
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.

SECTION S – JOB-SHARING POLICY

Upon agreement by an Employing Official and an employee, a job-sharing arrangement may be established. If a job-sharing arrangement has been established, the full-time position will be split into part-time positions and all the provisions for a part-time position will apply. Whenever one-half of the job share position becomes vacant, the position may return to a full-time position and will be offered to the current job share incumbent.

SECTION T – RECLASSIFICATION PROCESS

An employee who performs work in a higher job classification shall be compensated in accordance with the provisions of Article I, Section S (Work Performed in a Higher Classification) of this Agreement. If the employee reasonably believes they are performing the duties of a higher job classification on an ongoing basis, the employee may initiate a reclassification request as follows:

1. The employee may seek reclassification by submitting a written request to their Employing Official between February 1 through May 1.
2. The Employing Official shall submit it to the Department of Human Resources by June 1st. The Employer shall provide notice to the Local President and AFSCME Staff Representative once the form is received by Human Resources.
3. The Department of Human Resources will notify the Employing Official and the employee of their receipt of the reclassification request. Human Resources, Budget, and the Employing Official will meet to review as part of the established budget submission process.
 - a. After conducting their analysis, and no later than September 1st, the Department of Human Resources will submit a written recommendation to the Union, employee(s), and to the Employing Official affected. The results of Human Resources' findings and recommendations may be subject to negotiation with the Union at the Union's request.
4. The Department of Human Resources shall submit its recommendation to the Budget Office. The Employing Official shall include the reclassification request in their annual budget request.
5. The Board of County Commissioners will review the recommendation and render a decision during the budget approval/review process. If the Board does not approve the recommendation, the affected employee shall be reassigned duties consistent with the original classification of the position and if the employee is currently receiving out of class pay, such out of class pay shall be terminated.
6. If the recommendation involves the establishment of a new classification, both the Union and Management will meet to negotiate wages, hours and working conditions.
7. The above procedure will apply to employee-initiated requests. At their sole discretion, the Employing Official may also initiate reclassifications in accordance with the Classification Studies section of the County Personnel Manual if no increase in budget will be required as a result of the change.

8. Effect of Classification Changes on Employees. Whenever a position is reclassified from one class to another class, the employee shall remain in the position with the same benefits and credit for service as they had in the position prior to its reclassification, except as noted below:
 - a. Whenever a position is reclassified from one class to a higher class, the employee shall be promoted and continue in the position only if they possess the minimum qualifications for the higher class and thereafter successfully complete a three-month trial service period for the higher class
 - b. Whenever a position is reclassified from one class to a lower class, the employee shall not be paid less than their present salary, but any future increases shall be made pursuant to policies for employees whose wages are considered frozen. A reclassification downgrade shall not be considered as a demotion.

SECTION U – DEPUTY FIRE MARSHALS’ SAFETY EQUIPMENT

The following gear will be provided at no cost to Fire Marshals:

- a. One (1) hard hat or other equivalent head protection
- b. One (1) set of turnout jackets and pants for Fire Marshals assigned to Fire Investigation; all will receive coveralls
- c. One (1) pair of fire boots will be provided to Fire Marshals assigned to Fire Investigation
- d. One (1) pair eye protection
- e. Two (2) pair of gloves
- f. One (1) reflector safety vest
- g. One (1) pair of ear protection
- h. Dust masks

Such gear and any other personal protective equipment issued pursuant to the regulations of the Washington State Department of Labor and Industries remains the property of the County and must be returned upon completion of employment or reassignment. Deputy Fire Marshals will be responsible for the care and safekeeping of equipment issued to them. The Department Director may require employees to replace lost or damaged gear at the employee’s expense, normal wear and tear excepted.

SECTION V – COUNTY VEHICLES

1. It is recognized that County fleet and risk control policies may limit the removal of County-owned vehicles from Kitsap County.
2. County-owned vehicles may not be used to commute to homes outside of Kitsap County unless pre-approved for specific County-related business. Departments

may arrange for or authorize employees to park their personal and county-owned vehicles at County road sheds as part of their commute or use of vehicles for County business.

3. Employees who are required, at the discretion of the Employing Official to drive County-owned vehicles to commute home so that the vehicle will be available for emergency call out situations will be paid for time spent driving their assigned vehicle to respond to an emergency call out at a location other than their normal work site. Such paid travel time will be part of the minimum period of pay that may be due for a call-out under the Agreement. Employees who are permitted, but not required by the Employing Official, to use County-owned vehicles for commuting so that the vehicle will be available for emergency call out situations, will not have their commute time considered as hours worked for pay purposes. Employees will be provided parking at the work site or another County facility (e.g. a road shed) for assigned vehicles if they do not use the vehicle for commuting.
4. The use of a County-owned vehicle by an employee to commute to or from the employee's home so that the vehicle will be available for emergency call out situations, and any requirement that the employee commute in the County-owned vehicle, is subject to the discretion of the Employing Official. Such authorization and or direction must be exercised in writing. Authorization for commuting in a County-owned vehicle does not constitute authorization for other personal use of the vehicle. At the discretion of the Board of County Commissioners, the County may from time to time establish or amend policies that regulate, prohibit, limit, or otherwise govern the personal use of County-owned vehicles.

SECTION W – SAFETY FOOTWEAR AND UNIFORMS

1. All AFSCME 1308 staff who are required by the Employer to wear quality protective safety footwear meeting the standards set forth under WAC 296-800-16060 while on County property or a worksite shall ensure that their safety footwear is in safe working order at all times. The County will reimburse the 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 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 Facilities Maintenance employees in the Maintenance and Operations and General Service Worker classifications. 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.

SECTION X – NOXIOUS WEED PROGRAM BOOTS AND UNIFORMS

1. All AFSCME 1308 staff of the Noxious Weed Program 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 Employing Official or designee.
3. Following purchase, the employee shall complete an employee reimbursement form 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 uniform in accordance with directions by the Employing Official 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.

ARTICLE II. ECONOMICS, HOURS, INSURANCE

SECTION A – WAGES

1. 2025: Wages for classifications covered by this bargaining unit effective January 1, 2025, shall be as set forth in the attached salary scale. Effective January 1, 2025, employees will be placed at the closest step on their new scale that does not result in a decrease in pay. Employees whose pay is higher than the top step of their new scale will be frozen until the pay for their new top step exceeds their current rate of pay, at which time they will be placed on the closest step that does not result in a decrease in pay.

Effective the first full pay period of 2025 (i.e., January 6, 2025), all salary schedules will be increased by 3.5%.

If an employee's date of hire with the County is before January 1, 2020, the employee will be placed at Step 5 or the closest step on their new scale that does not result in a decrease in pay, whichever is higher, effective January 1, 2025. Each Facilities Maintenance employee who is employed by the County on January 1, 2025, will receive one additional step on their new scale effective January 1, 2025.

Effective the first full pay period in January 2025, any employee whose pay is frozen will receive a one-time lump sum in the amount of 3.5% of their annual base rate of pay.

2. Effective January 1, 2026, the 2025 salary schedule shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June 2024 to June 2025, with a minimum of 1% and a maximum of 4%, or by the general wage increase given to non-represented County employees, whichever is greater. Any employee whose pay is frozen will receive a one-time lump sum payment equal to the difference in 2025 step 10 to 2026 step 10.
3. Effective January 1, 2027, the 2026 salary schedule shall be increased by 100% of the Seattle-Tacoma-Bellevue CPI-U, June 2025 to June 2026, with a minimum of 1% and a maximum of 4%, or by the general wage increase given to non-represented County employees, whichever is greater. Any employee whose pay is frozen will receive a one-time lump sum payment equal to the difference in 2026 step 10 to 2027 step 10.
4. All wage increases set forth above shall be applied to the first step of each wage scale. Each wage step thereafter shall be adjusted to provide a five percent (5%) increase from step 1 to step 2, and a two and one-half percent (2.5%) increase for each subsequent step over the previous wage step.

5. The County will provide notice of upcoming compensation studies affecting Union positions and will consider Union input on study parameters prior to initiating the study.

SECTION B – SALARY STEPS AND EVALUATIONS

1. Step movement on the Wage and Classification Plan shall be as follows:
 - a. Employees will progress to the next higher step following twelve months of service at the current salary step, provided the employee receives an overall satisfactory performance evaluation.
 - b. 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.
 - c. All part-time employees are eligible to receive a step annually.
2. Employee Evaluations. Every new employee should be evaluated on or about three (3) months and six (6) months after employment. Probationary employees may be evaluated at any time during their probationary period. Every fulltime or part time employee shall be evaluated annually. 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 – LONGEVITY PAY

1. Upon completion of the following years of employment, the Employer shall pay eligible employees hired on or before January 1, 1998, an annual longevity pay, the amounts which follow, at the pay period which follows the anniversary date of employment:

After 5 through 9 years service.....1.5% of annual salary on anniversary date
After 10 through 14 years service.....2% of annual salary on anniversary date
After 15 through 19 years service.....2.5% of annual salary on anniversary date
After 20+ years service.....3% of annual salary on anniversary date

Longevity pay for employees hired after January 1, 1998, and prior to January 1, 2014, shall be as follows:

After 5 through 9 years service.....1.0% of annual salary on anniversary date
After 10 through 14 years service.....1.5% of annual salary on anniversary date
After 15 through 19 years service.....2.0% of annual salary on anniversary date
After 20+ years service.....2.5% of annual salary on anniversary date

2. In the event that an eligible employee terminates employment for any reason, the employee shall receive a longevity pay in a pro-rated amount, which is computed as follows: The number of months between the employee's anniversary date and termination date shall be divided by twelve, and the result multiplied with the appropriate annual longevity pay.
3. The longevity pay shall be based upon continuous employment, exclusive of those periods wherein an employee is placed upon a leave without pay status; **provided**, when an employee is laid off and rehired, and the separation does not exceed twelve (12) months, the longevity pay shall be computed from the employee's most recent continuous service date excluding the lay-off period; **provided further**, when an employee separates from employment and is subsequently rehired, the longevity pay shall be computed from the date of re-employment; **except** the longevity pay shall be computed from the date of employee's most recent continuous service date excluding the period of separation, if the period of separation does not exceed thirty (30) days.
4. Regular full-time or part-time employees hired on or after January 1, 2014, shall not be eligible for the longevity pay. None of the provisions contained in this section shall apply to these employees.

SECTION D – SHIFT DIFFERENTIAL PAY

Employees shall receive additional sixty cents (\$0.60) per hour for swing shift, and an additional sixty-five cents (\$0.65) per hour for graveyard shift. Shift differential pay shall only be paid for each hour of swing or graveyard shifts actually worked, except employees shall receive shift differential pay for non-worked hours of swing or graveyard shifts taken as sick leave. Shift differential pay does not apply to standby or call back hours worked.

SECTION E – BILINGUAL PAY

Effective the first full pay period after January 1, 2025, or the first full pay period after this Agreement is executed by both parties if later, an employee assigned by the Employing Official as a Bilingual Interpreter shall receive an additional two percent (2%) based on the employee's base hourly rate of pay. To be assigned, the employee must be certified through Human Resources in accordance with certification requirements determined by the Employing Official or designee and must be recertified every three (3) years.

SECTION F – MILEAGE REIMBURSEMENT

1. Employer shall reimburse employees for authorized use of private automobiles for County business or in the performance of his/her official duties at the rate established by the Internal Revenue Service for actual miles traveled. Reimbursements shall be made in accordance with the following guidelines
 - a. In no event shall reimbursement for miles driven exceed an amount equal to the aggregate cost of round-trip coach air fare(s) of a common carrier.
 - b. Mileage expense will be reimbursed under the following conditions.
 - (1) From home to field to home
 - (2) From home to field to office
 - (3) From office to field to office
 - (4) From office to field to home

When performing field work that requires passing the office, mileage shall be computed to and from the office.

 - c. Employees who have worked and completed their shift for a day and are required to report for a work activity scheduled beyond their completed work shift, shall be authorized mileage reimbursement for actual miles traveled to and from his/her place of residence and required work location.
 - d. Employees sent to authorized travel or training shall be reimbursed for mileage as set forth in the County's Personnel Manual.
2. Employees in the following classifications who are required as part of their job duties to regularly use their car and who supply proof of a Business Use Endorsement to their automobile insurance because of job usage shall be reimbursed seventeen dollars (\$17.00) per month.

Appraiser Assistant
Appraiser – Residential
Appraiser – Commercial

3. Per the County's Fleet Risk Control Policies, if an employee incurs physical damage to his/her personal vehicle while in the scope and course of employment and has in force, at the time of the loss, collision coverage with his/her personal auto insurance, the County will reimburse the deductible amount up to a maximum of five hundred dollars (\$500.00) with proof of an insured loss. Failure to carry collision coverage on the employee's personal vehicle will void any reimbursement for auto physical damage.

4. Subject to Employing Official approval, employees using their own vehicle for County business who incur damage to their vehicle while on County business will be given paid administrative leave in order to have the vehicle towed and appraised.

SECTION G – HOURS OF WORK

The following shall be applicable to all employees:

1. Work Week. The work week shall consist of a seven (7) day period, which shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m.
2. The regular schedule for all full-time employees shall be 40 (forty) hours Monday through Friday. Working hours shall be as established by the Employing Official.

Once established, regular shifts may vary and notice of a shift change of more than two (2) hours will be given twenty-four (24) hours in advance, except with mutual consent of the Employing Official and the impacted employee or in an emergency consistent with Article VII.

3. Employer shall have the right to begin an employee's shift up to two (2) hours earlier or one (1) hour later than the established work schedule.
4. The Employer shall make reasonable efforts to accommodate the desires of the employees with respect to the assignment of shifts and days off.
5. Flex hours, job sharing, or other alternative work arrangements may be made by written mutual agreement between the Employer and the affected employee.
6. The parties agree to rest breaks and meal periods that vary from and supersede WAC 296-126-092 pursuant to RCW 49.12.187.
7. Rest Breaks. The Employer shall provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute rest break during the second four (4) hour period in the work day. Rest breaks will be taken when operationally feasible and may be taken intermittently. The employee shall remain within the area subject to immediate call-back should the workload require it. The Union and the employees shall work with the Employer to ensure that rest breaks are not abused but are used within the time frames and for the purpose intended.
8. Meal Periods. The Employer shall provide each employee with an unpaid meal period of up to 45 minutes and at a time determined by the Employer, between the third (3rd) and fifth (5th) hours of each shift. If the hours of operation are extended by the Employer, the unpaid meal period may be increased to up to sixty (60) minutes. Prior to such an increase, however, the Employer agrees to

give affected employees at least ninety (90) days advance notice, and discussions related to such increase shall be referred to a Labor-Management Committee. The parties agree that employees in the job classification of Deputy Coroner will have a paid, one-half (1/2) hour meal period in recognition that they are not guaranteed an uninterrupted meal period. Employees may waive an unpaid meal period pursuant to an agreed-upon flex schedule arrangement, subject to supervisor approval.

SECTION H – OVERTIME

1. All overtime worked must be authorized in advance by the Employing Official, or their designee.
2. Employees working in non-exempt positions shall be eligible for overtime. All work performed in excess of eight (8) hours in any one day, or forty (40) hours in one (1) work week shall constitute overtime, and shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay; except that an employee may request compensatory time off (at the rate of 1-1/2 hours off for each hour of overtime earned) in lieu of overtime pay. Hours of work required before overtime compensation of any kind is considered must be hours actually worked; except that, compensatory time off shall be considered actual hours worked for these purposes. Sick leave, vacation leave, and any other compensable absence, excluding compensatory time, are not included in the calculation of the overtime thresholds of eight (8) hours per day or forty (40) hours per week.
3. For employees within this bargaining unit, other than Coroner's Office employees, overtime compensation (i.e. for hours worked in an overtime capacity) for Sundays shall be twice the employee's regular rate of pay; except that an employee may request compensatory time at the rate of two (2) hours for each hour of overtime earned in lieu of overtime pay. See also overtime compensation for holidays under Article III, Section A (Holidays).
4. Any earned compensatory time off shall be scheduled by mutual agreement between the employee and Employer. An Employee can accrue up to a forty (40) hour bank of compensatory time. If an employee transfers to another department or promotes from a non-exempt to an exempt position, all accrued compensatory time must be cashed out prior to the effective date of change.
5. For the purpose of computing overtime compensation, fractional parts of an hour shall be rounded to the nearest fifteen (15) minute increment.
6. Exempt employees shall not be eligible for overtime pay or compensable time (comp time) accruals. In addition:
 - a. Exempt employees are compensated on a salary basis and shall not be charged for absences involving time off that is less than a scheduled full

work day. **Provided**, employees must work at least one-half of their scheduled work day and the employee has obtained the approval of their Employing Official (or designee).

- b. It is expected that full time, exempt work schedules will normally consist of approximately forty (40) hours per week; however, emphasis is placed on meeting the responsibilities assigned to the position rather than on working specific number of hours. The nature of responsibilities associated with exempt positions often requires greater than a forty (40) hour work week including evening and weekend work and considerable flexibility in work scheduling to accommodate meetings and functions on weekends and evenings.
- c. Exempt employees are not required to fill out hourly time records but must account for daily attendance. **Provided**, the Employing Official may require an exempt employee to fill out hourly time records to support required federal, state or other grant or contract requirements or when such reporting is required to support fees or charges for county services or to document project or program expenditures. The normal workday is defined in terms of hours that the exempt employee is generally expected to be at work. Time away from the exempt employee's normal workday, as determined by the supervisor, is tracked to the appropriate leave accrual and is to be reported in no less than half-day increments.
- d. Although their work hours are not tracked, exempt employees may also be granted, in addition to the terms set forth in paragraph c above, flexible and compressed work week schedules provided that they complete their duties and responsibilities. Granting exempt employees compressed work week schedules does not alter their existing exempt status, nor the expectation that work assignments may require service beyond scheduled work hours.

SECTION I – INSURANCE

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

1. **Medical Insurance Contributions:** For coverage effective January 1, 2025, through December 31, 2027, 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,

Effective January 1, 2025, the County will offer the Prime Plan. Rates for the Prime Plan on January 1, 2025, will be as set forth in Appendix G. Each subsequent January 1, employee contributions shall increase at all tiers by 10%.

- 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 to .65 of full-time FTE status for the year.

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 (\$150.00) 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. This pro-ration will be one hundred dollars (\$100.00) per month. Regular, part-time employees who waive their coverage and enroll in their spouse 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)

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

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 dependent rate or twenty-five dollars (\$25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
 - (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
- b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
- c. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington (formerly WDS) plan C – Option 2 (\$1,000 a year maximum benefit).
- d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction.
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. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
7. **Long-Term Disability:** Employer agrees to pay \$8.00 per month on behalf of each participating employee in the Long-Term Disability Plan provided and administered by the Union. Employee contributions are deducted via payroll for all bargaining unit members.
8. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance or a comparable plan.
9. **Changes to Coverage during Plan-year:** Employees must comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the county.
10. **Pre-tax payments:** All employee contributions will be deducted pre-tax.
11. **WA Paid Family and Medical Leave:** The County will contribute the employer percentage of the premium for the WA Paid Family and Medical Leave provided

under RCW 50A.04. Employees will pay the employee portion of the premium via payroll deduction.

12. **HRA/VEBA:** The County agrees to allow the bargaining unit to make employee-funded contributions to a County-designed HRA/VEBA in accordance with applicable IRS rules on an annual basis by providing notice to the County by October 1. The decision to participate shall be made by a vote of the members and communicated to the County by the Union. If the membership votes to participate, all members are required by IRS rules to contribute the same amount.
13. The County reserves the right to convene the Medical Benefits Committee to evaluate and redesign County medical plans and rate structures during the life of this Agreement.

SECTION J – STANDBY PAY

1. At the Employer's option, employees may be assigned "standby" status. Such status requires that the employee be available on a twenty-four (24) hour basis for emergency work. Such employee shall be issued a communication device capable of summoning his/her attention. The employee must remain available and be able to respond by telephone within approximately fifteen (15) minutes to any summons, at any time, during the twenty-four (24) hour period. A mandatory/primary standby duty person designated to receive the initial calls for standby response and perform other additional standby duties as assigned by management or a management designee will be compensated for being on standby at a rate equal to one (1) hour of the employee's base rate of pay for each day in standby status. On Sundays/Holidays, employees will be compensated for being on standby at a rate equal to two (2) hours of the employee's base rate of pay. When a day of standby is split between multiple employees, each employee shall receive a portion of the standby compensation provided in this section that is equal to the proportion of the day the employee served in a standby status.
2. Employer will post a standby duty roster monthly.
3. An employee on standby status shall be subject to call-back duty as described in Article II, Section J (Call Back).
4. Except in cases of sick leave use, if the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is his/her responsibility to find a qualified replacement in advance of the scheduled period and notify the Employing Official or designee in writing. If an employee scheduled on standby status is unable to meet the requirements for the full standby period because the employee uses sick leave during that period, the employee will not

be required to find a qualified replacement; however, the employee shall report their sick leave use as provided in this CBA.

5. Employees on standby status must remain mentally and physically fit for duty while on standby. For example, employees on standby may not consume alcoholic beverages or otherwise consume substances or medications that would render their ability to work be impaired.
6. The Employer may not mandate standby longer than one (1) week at a time; however, upon mutual agreement by Employer and employee, an employee may remain on standby status longer than one (1) week. Standby is to be divided equally among those employees determined qualified by the Employing Official, or any other mutually agreeable schedule.

SECTION K – CALL-BACK

1. The following rules apply to call-back time:
 - a. Employees who are not scheduled to work on a particular day or have left work for the day, but who are called-in to work, are eligible for this call-back pay.
 - b. Employees who are on the clock while traveling (e.g., traveling between work sites) are considered to be working and therefore may be assigned additional duties without incurring an additional two (2) hour minimum payment.
 - c. When an employee performs the work from their current location and travel is not required, then any of the two (2) hour minimum callback provisions below shall not apply.
2. Non-exempt employees earn call-back pay as follows:
 - a. An employee who has left work and is called back to work by an authorized person and reports to the work site unless authorized to perform the work via telecommute, after completion of their regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular rate of pay; and shall be paid for all actual time worked in excess of two (2) hours at one and one-half (1-1/2) times their regular rate of pay.
 - b. Call-back on Sundays and holidays shall be paid a minimum of two (2) hours at double time and shall be paid for all actual time worked in excess of two (2) hours at double time.

- c. If an employee is called by telephone after their scheduled shift for technical assistance by their supervisor, the Employing Official, or other authorized person, they shall receive no less than fifteen (15) minutes overtime pay, and then will be paid for all actual time spent after fifteen (15) minutes. If the issue is resolved electronically between 11 pm and 5 am, the overtime pay will increase to a minimum of thirty (30) minutes.
3. Exempt employees shall receive two (2) hours minimum (on an hour for hour basis) of Call-back Professional Paid Time Off when an employee has left their assigned worksite following the completion of that employee's regularly scheduled day and is then called back and reports to that worksite (or an alternate assigned worksite). Call-Back Professional Paid Time Off must be taken within ninety (90) days following the date worked. It expires after 90 days and is not available for leave or for cash out.
 - a. If an exempt employee is called after their regularly scheduled day and the issue can be resolved quickly and electronically without returning to a worksite, the employee shall receive Professional Paid Time Off for no less than fifteen (15) minutes. If the issue is resolved electronically between 11 pm and 5 am, the Professional Paid Time Off will increase to a minimum of thirty (30) minutes.
 - b. If the call requires more than the time allotted in section 3(a) above, then the work shall be considered as actual time worked.
 4. Call-back pay is the exclusive premium paid to employees who are called-back to work.

ARTICLE III. LEAVE SCHEDULES AND ACCRUALS

SECTION A – HOLIDAYS

1. For all employees, the following shall be observed as paid holidays:

COMMONLY CALLED

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Native American Heritage Day
Juneteenth	
Independence Day	Christmas Day
(2) Floating Holidays	Unpaid Holidays (2)
(1) Additional Floating Holiday After 10 years of service	

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed the preceding Friday. However, employees of the Medical Examiner's Office and the Utilities Division Wastewater Lab who are assigned to work in a twenty-four (24) hour per day/seven-day per week rotation will observe New Year's Day, Independence Day, and Christmas Day on the actual day the holiday falls, not on the preceding Friday or following Monday.
3. Floating holidays are available for use beginning on January 1 of each year. The floating holiday following 10 years of service will be available on January 1 after completion of 10 years of service. The floating holidays are to be used in full increments (i.e. 8 hours for 1.0 FTE, 4 hours for .50 FTE). The floating holidays may be used by the employee, at any time during the calendar year, with prior approval of the employee's Department Director/Elected Official. The floating holidays shall not accumulate from year to year.
4. Paid holidays begin on the date of hire. Employees must be in a paid status the day before or the day after the holiday to receive compensation for that holiday.
5. Part-time employees shall receive pro-rated holiday pay, based upon an employee's full-time equivalent (FTE) status
6. If a full-time, non-exempt employee does not work on a holiday, the employee will receive eight (8) hours of holiday pay on the holiday. If a holiday is observed on one of the employee's regularly scheduled days off and the employee does not work on the holiday, the employee will receive eight (8) hours of vacation leave in lieu of holiday pay.
7. Full-time, non-exempt employees who work on one of the paid observed holidays will be paid as follows:
 - a. Except on the four holidays in 7.b. below, if a non-exempt employee works on one of the paid observed holidays, they will receive eight (8) hours of holiday pay plus, at the employee's option, either straight-time for all hours worked on the holiday or straight-time compensatory time equal to the number of hours actually worked on the holiday.
 - b. Full-time, non-exempt employees who work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall receive eight (8) hours of holiday pay plus, at the employee's option, time and one-half for all hours worked on the holiday or one and one-half (1-1/2) compensatory time off for each hour actually worked on the holiday.
 - c. For employees within this bargaining unit, other than Coroner's Office employees, overtime compensation (i.e. for hours worked in an overtime capacity) for holidays shall be twice the employee's regular rate of pay. An

employee may request compensatory time at the rate of two (2) hours for each hour of overtime earned in lieu of overtime pay. This section represents employees' full compensation owed under this Section and under Article II, Section G (Overtime).

8. Exempt employees who are directed to work at least half their workday on an observed holiday will receive a full day of vacation accruals in addition to holiday pay for the day. If the employee works less than half their workday, they are paid for the full holiday but will not receive additional vacation accruals.
9. Unpaid Holidays: Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Employing Official, in accordance with RCW 1.16.050(3). Employees may take unpaid holidays for reasons of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, organization, or church. The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full work day increments, may not be supplemented with paid accrued leave time, and shall not accumulate from year to year. Unpaid holidays taken under this law will not result in adjustments to seniority or continuous service dates.
10. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

SECTION B – VACATION LEAVE

1. Employees hired after January 1, 1998, shall earn vacation leave as follows on a monthly basis:

Upon employment	8 hours per month
Upon completion of two years employment	10.00 hours per month
Upon completion of five years employment	13.33 hours per month
Upon completion of ten years employment	16.67 hours per month

The County Administrator or, in the Administrator's absence, the Chair of the Board of County Commissioners, may approve vacation leave accrual rates upon hiring of up to 13.33 hours per month in order to fill positions requiring special experience, training, and education. The Director of Human Resources shall review all requests by Employing Officials and submit a recommendation to the County Administrator.

2. Vacation leave with pay shall be earned by employees hired on or before January 1, 1998, as follows:

Upon completion of fifteen years employment	30 days per year (240 hours)
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3. No more than 360 hours vacation leave may be carried from one calendar year to the next.
4. Requests for leave must be approved in advance by the Employing Official or their designee. Vacation leave shall be taken at times mutually agreeable to the employee and the Employing Official. In the event of conflicts between employees in requests for leave, the employee first requesting shall prevail. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Employing Official shall make the final determination with considerations towards seniority and prior requests for leave. If an employee is prevented by the Department Director from taking vacation leave, and if, as a result of such, the employee has more than forty-five (45) days of vacation leave accumulated on December 31, then the employee shall be paid for such leave in excess of forty-five (45) days at the salary rate then being paid to the employee. Kitsap County encourages employees to use their vacation leave.
5. 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 vacation leave at the rate being paid at the time of separation.
6. Part-time employees shall receive pro-rated vacation leave pay, based upon an employee's full-time equivalent (FTE) status.
7. The Union and the Employer recognizes the importance of employees utilizing earned vacation leave to promote and enhance their mental and physical well-being. Employees shall attempt to use vacation leave during the year in which it is earned.

SECTION C – SICK LEAVE

1. Employees hired on or after April 1, 2001, shall earn 96 hours of sick leave per year. No more than 1200 hours of sick leave may be carried from one calendar year to the next.
2. Employees hired after September 16, 1985, but prior to April 1, 2001, shall earn 120 hours of sick leave per year. No more than 1200 hours of sick leave may be carried from one calendar year to the next; **provided further**, this section does not apply to the Courthouse Security Officers and Security Screeners recognized in Appendix B.
3. Employees hired before September 16, 1985, shall earn 144 hours of sick leave per year. No more than 1200 hours of sick leave may be carried from one calendar year to the next.

4. Part-time employees shall earn sick leave on a pro-rated basis, based upon employee's full-time equivalent status (FTE) as established and approved by the Employing Official.
5. Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030.
6. Sick leave will be reported in accordance with the County Personnel Manual.
7. Upon separation from service, all sick leave accruals shall be canceled; **provided**, employees who separate and obtain re-employment within one (1) year shall have all sick leave credits restored.
8. Under no conditions shall an employee be allowed to carry from one (1) calendar year to the next, more than 1200 hours of accrued sick leave.
9. **Sick Leave Accrued Prior to 1984.**
 - a. Upon retirement, the employee shall receive payment for fifty percent (50%) of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. Upon an employee's death, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of death. Employees separated from employment for reasons other than retirement or death, shall receive no sick leave pay under this provision.
 - b. The payroll office will provide a listing of all unused accrued sick leave prior to January 1, 1984, by employee. Those amounts shall be used for cash payment under the provisions of Subsection 9. If an employee uses any accrued leave included in those totals, that balance will be reduced and not be replenished at any time.
10. Each January, at the employee's option, they may convert their previous calendar year's accumulated and unused sick leave to vacation leave on a 10 to 1 ratio (10:1). (As an example, if the employee earned twelve (12) days sick leave in 2003 and used no sick leave, they could convert the twelve (12) days to 1.2 days vacation leave.) If an employee chooses to convert sick leave, they forfeit that amount of sick leave and must use the converted vacation leave within the calendar year. Under no circumstances will an employee receive cash payment for converted leave on the books. The employee must submit a request for conversion to their Employing Official on or before January 31.
11. **Sick Leave Cashout.** Upon eligibility of retirement in accordance with the Department of Retirement Systems (DRS), employees will receive payment for 25% of all un-used, accrued sick leave at the time of separation up to a maximum of 300 hours, to be paid into the employee's HRA/VEBA subject to IRS

limits. Employees are not required to apply for DRS retirement to be eligible to receive payment under this subsection.

SECTION D – BEREAVEMENT LEAVE

Bereavement leave with pay is allowed when an employee experiences a death in the employee's immediate family. Immediate family for purposes of this Section includes the following, whether related by blood or marriage:

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

Bereavement leave is allowed for up to three (3) shifts per occurrence, is not cumulative, and does not need to be consecutive shifts. Additional time off required for grieving may be authorized as sick leave or other accumulated leave. An employee must obtain approval of the Employing Official or a designee prior to taking leave.

SECTION E – CIVIL LEAVE

1. Civil leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state, or municipal court when a subpoena compels such testimony. An employee must notify the immediate supervisor as soon as possible and provide proof of compulsion if requested by the Employing Official.
2. Any employee who would otherwise be prevented from voting in any preliminary, general, or special election due to extended hours of work shall be allowed sufficient time off with pay for voting purposes.
3. An employee shall notify his/her supervisor of his/her availability for work during any period of release from civil duty or while waiting to be impaneled.

SECTION F – MILITARY LEAVE

1. Any employee who is a member of the Washington National Guard, or of the Army, Navy, Air Force, Coast Guard or Marine Corps of the United States, or of any organized reserved or Armed Forces of the United States shall be entitled to military leave with pay pursuant to state law.
2. Any employee who enters upon active-duty service or training in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service may seek leave of absence as set forth within this

Agreement and, upon return, shall be entitled to re-employment pursuant to the provisions of state and federal law.

SECTION G – LEAVE OF ABSENCE WITHOUT PAY

1. Any employee may take a leave of absence for a specific period not to exceed twelve (12) consecutive months in any five (5) year period without pay upon prior written approval by the Elected Official/Department Director in accordance with the County Personnel Policy on Leave of Absence Without Pay. No approved leave of absence under this Section shall be taken unless the employee first expended all allowable accumulated leave, including compensatory time; provided, this prohibition may be waived upon application to, and at the discretion of, the Board of County Commissioners.
2. Leave of absence without pay shall be granted at the sole discretion of the Employer.
3. Upon return from leave of absence, the employee shall be entitled to the former position or a similar position, and there shall be no reduction in seniority, status, or pay. An employee, during leave of absence, may continue insurance benefits; **provided**, such employee makes arrangements for payment of employee and Employer premiums.
4. This section does not apply to Paid Family Medical Leave (PFML).

SECTION H – ABSENCE WITHOUT AUTHORIZED LEAVE

An unauthorized absence shall be grounds for disciplinary action. Three (3) consecutive work days of unauthorized, unjustified absence shall constitute dismissal.

SECTION I – FAMILY LEAVE

Family leave applies as it currently exists or is hereafter amended by the County for County employees. Domestic partners are now covered under the Family 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 Department of Human Resources.

NOTE: Amendments to County Family Leave policies will be provided to the Union when such amendments are made available to other employees of the Employer in the event the Union may desire to negotiate such changes.

SECTION J – OTHER PROTECTED LEAVES

The employer will comply with all family and medical leave, pregnancy disability leave, and other paid and unpaid leave required by state and federal law.

ARTICLE IV. FUTURE NEGOTIATIONS

1. Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect on January 1, 2025, and shall remain in full force and effect through December 31, 2027.
2. Negotiations on proposed amendments to this Agreement may be held at any time by mutual agreement of the Union and the Employer. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not therefore open all subjects to negotiations.
3. On or before September 1, 2027, the Union and Employer shall meet to discuss and negotiate any desired changes and modifications to this Agreement. Both the Union and the Employer pledge to bargain and negotiate in good faith.

ARTICLE V. COMMUTE TRIP REDUCTION

The County reserves the right to implement programs to ensure compliance with the CTRA of 1992 or similar legislation, including, but not limited to, assessment of parking fees, preferential parking for carpools, restricted parking areas for public and designated County employees. The Union retains the right to negotiate regarding parking fees or similar issues having a negative financial impact on employees prior to implementation.

The County agrees to provide at least two (2) carpool parking spaces at Bremerton Government Center to employees of the County covered by the Agreement who are based at Bremerton Government Center. The carpool spaces will be assigned upon application of the employees on the same basis which carpool spaces are assigned under the Commute Trip Reduction Program in effect at the Courthouse Campus.

ARTICLE VII. EMERGENCIES AND DISASTERS

During an emergency, disaster, or catastrophic event, which places life or property in jeopardy, employees may be assigned to any disaster service activity that promotes the protection of the public health and safety. Assignment might require serving at a location, at times and/or under conditions that significantly differ from employee's normal work assignments; this may include assignments to perform work outside of the bargaining unit. As an employee of Kitsap County, employee may be directed to perform a role other than their regular job, by employee's Elected Official/Department Head or designee or by law. An employee may be called on to perform services as an Emergency Worker as defined in RCW Chapter 38.52.010(4), subject to the provisions of RCW Chapter 38.52. An employee's rate of pay will not be reduced as a result of such assignments.

/// signatures appear on next page

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

Sean Hare, Union Representative Date

Cynthia Samuels, President, Local 1308 Date

DATED this _____ day of _____ 2025

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

ATTEST:

CHRISTINE ROLFES, Chair

ORAN ROOT, Commissioner

Dana Daniels, Clerk of the Board

KATHERINE T. WALTERS, Commissioner

KITSAP COUNTY ASSESSOR

Phil Cook Date

KITSAP COUNTY AUDITOR

Paul Andrews Date

KITSAP COUNTY CLERK

David Lewis Date

KITSAP COUNTY DISTRICT COURT

Presiding Judge Date

KITSAP COUNTY PROSECUTING ATTORNEY

Chad M. Enright Date

KITSAP COUNTY TREASURER

Pete Boissonneau Date

APPENDIX A – Salary Schedules

(Effective 1/1/2025 – 1/5/2025)

Proposed Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0		\$33,862	\$35,547	\$36,442	\$37,357	\$38,293	\$39,250	\$40,227	\$41,226	\$42,266	\$43,326
		\$ 16.28	\$ 17.09	\$ 17.52	\$ 17.96	\$ 18.41	\$ 18.87	\$ 19.34	\$ 19.82	\$ 20.32	\$ 20.83
1		\$41,392	\$43,472	\$44,554	\$45,677	\$46,821	\$47,986	\$49,192	\$50,419	\$51,688	\$52,978
	1 General Services Worker 1	\$ 19.90	\$ 20.90	\$ 21.42	\$ 21.96	\$ 22.51	\$ 23.07	\$ 23.65	\$ 24.24	\$ 24.85	\$ 25.47
2		\$44,283	\$46,488	\$47,653	\$48,838	\$50,066	\$51,314	\$52,603	\$53,914	\$55,266	\$56,638
	2 General Services Worker 2	\$ 21.29	\$ 22.35	\$ 22.91	\$ 23.48	\$ 24.07	\$ 24.67	\$ 25.29	\$ 25.92	\$ 26.57	\$ 27.23
3		\$47,382	\$49,754	\$51,002	\$52,270	\$53,581	\$54,912	\$56,285	\$57,699	\$59,134	\$60,611
	3 Court Security Officer	\$ 22.78	\$ 23.92	\$ 24.52	\$ 25.13	\$ 25.76	\$ 26.40	\$ 27.06	\$ 27.74	\$ 28.43	\$ 29.14
4		\$50,710	\$53,248	\$54,579	\$55,952	\$57,346	\$58,781	\$60,258	\$61,755	\$63,294	\$64,875
	4 Fiscal Support Technician	\$ 24.38	\$ 25.60	\$ 26.24	\$ 26.90	\$ 27.57	\$ 28.26	\$ 28.97	\$ 29.69	\$ 30.43	\$ 31.19
5		\$54,246	\$56,950	\$58,365	\$59,821	\$61,318	\$62,858	\$64,438	\$66,040	\$67,683	\$69,368
	5 Court Clerk	\$ 26.08	\$ 27.38	\$ 28.06	\$ 28.76	\$ 29.48	\$ 30.22	\$ 30.98	\$ 31.75	\$ 32.54	\$ 33.35
6		\$58,053	\$60,965	\$62,483	\$64,043	\$65,645	\$67,288	\$68,973	\$70,699	\$72,467	\$74,277
	6 Construction Technician	\$ 27.91	\$ 29.31	\$ 30.04	\$ 30.79	\$ 31.56	\$ 32.35	\$ 33.16	\$ 33.99	\$ 34.84	\$ 35.71
7		\$62,109	\$65,208	\$66,830	\$68,494	\$70,200	\$71,947	\$73,736	\$75,587	\$77,480	\$79,414
	7 Lead Legal Assistant	\$ 29.86	\$ 31.35	\$ 32.13	\$ 32.93	\$ 33.75	\$ 34.59	\$ 35.45	\$ 36.34	\$ 37.25	\$ 38.18
8		\$66,456	\$69,784	\$71,531	\$73,320	\$75,150	\$77,022	\$78,957	\$80,933	\$82,950	\$85,030
	8 Appraiser - Residential	\$ 31.95	\$ 33.55	\$ 34.39	\$ 35.25	\$ 36.13	\$ 37.03	\$ 37.96	\$ 38.91	\$ 39.88	\$ 40.88

8	Engineer Tech Analyst											
8	Facilities Specialist (MO Specialist - Facilities)											
8	Planner 1											
8	Program Specialist											
8	Utility Lab Analyst											
9		\$71,115	\$74,672	\$76,544	\$78,458	\$80,413	\$82,430	\$84,490	\$86,611	\$88,774	\$91,000	
		\$ 34.19	\$ 35.90	\$ 36.80	\$ 37.72	\$ 38.66	\$ 39.63	\$ 40.62	\$ 41.64	\$ 42.68	\$ 43.75	
9	Associate Financial Analyst											
9	Construction Inspector 2											
9	Forensic Autopsy Technician											
9	Medicolegal Death Investigator											
9	Program Coordinator											
9	Technology Specialist											
9	Utility Lab Analyst Lead (added "Lab")											
10		\$76,086	\$79,893	\$81,890	\$83,928	\$86,029	\$88,171	\$90,375	\$92,643	\$94,952	\$97,323	
		\$ 36.58	\$ 38.41	\$ 39.37	\$ 40.35	\$ 41.36	\$ 42.39	\$ 43.45	\$ 44.54	\$ 45.65	\$ 46.79	
10	Appraiser - Commercial											
10	Deputy Fire Marshal 1											
10	Planner 2											
10	Sr. Engineering Tech											
11		\$81,411	\$85,488	\$87,630	\$89,814	\$92,061	\$94,370	\$96,720	\$99,133	\$101,608	\$104,146	
		\$ 39.14	\$ 41.10	\$ 42.13	\$ 43.18	\$ 44.26	\$ 45.37	\$ 46.50	\$ 47.66	\$ 48.85	\$ 50.07	
11	Business Analyst											
11	Deputy Fire Marshal 2											
11	Engineer 1											
11	Financial Analyst - Department											
11	Planner 3											
11	Program Analyst											
12		\$87,110	\$91,458	\$93,746	\$96,096	\$98,509	\$100,963	\$103,480	\$106,059	\$108,701	\$111,426	
12	County Accountant (fmr Financial Analyst in Auditor's Office and Treasurer's Office)											
13		\$93,205	\$97,864	\$100,318	\$102,835	\$105,414	\$108,056	\$110,760	\$113,526	\$116,355	\$119,267	
13	Technology Analyst											

(Effective 1/6/2025)

Appendix A (Effective 1.6.2025 - Amended per KC-070-25-A)

Proposed Grade	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0		\$34,653	\$36,379	\$37,294	\$38,230	\$39,187	\$40,165	\$41,163	\$42,182	\$43,243	\$44,325
		\$ 16.66	\$ 17.49	\$ 17.93	\$ 18.38	\$ 18.84	\$ 19.31	\$ 19.79	\$ 20.28	\$ 20.79	\$ 21.31
1		\$42,848	\$44,990	\$46,114	\$47,258	\$48,443	\$49,650	\$50,898	\$52,166	\$53,477	\$54,808
		\$ 20.60	\$ 21.63	\$ 22.17	\$ 22.72	\$ 23.29	\$ 23.87	\$ 24.47	\$ 25.08	\$ 25.71	\$ 26.35
	1 General Services Worker 1										
2		\$45,843	\$48,131	\$49,338	\$50,565	\$51,834	\$53,123	\$54,454	\$55,806	\$57,200	\$58,635
		\$ 22.04	\$ 23.14	\$ 23.72	\$ 24.31	\$ 24.92	\$ 25.54	\$ 26.18	\$ 26.83	\$ 27.50	\$ 28.19
	2 General Services Worker 2										
	2 Office Support Assistant										
3		\$49,046	\$51,501	\$52,790	\$54,101	\$55,453	\$56,846	\$58,261	\$59,717	\$61,214	\$62,754
		\$ 23.58	\$ 24.76	\$ 25.38	\$ 26.01	\$ 26.66	\$ 27.33	\$ 28.01	\$ 28.71	\$ 29.43	\$ 30.17
	3 Court Security Officer										
4		\$52,478	\$55,099	\$56,472	\$57,886	\$59,342	\$60,819	\$62,338	\$63,898	\$65,499	\$67,142
		\$ 25.23	\$ 26.49	\$ 27.15	\$ 27.83	\$ 28.53	\$ 29.24	\$ 29.97	\$ 30.72	\$ 31.49	\$ 32.28
	4 Fiscal Support Technician										
	4 Facilities Maint Worker (MO Worker) - 1308										
	4 Office Support Specialist										
	4 Court Security Officer Lead										
5		\$56,139	\$58,947	\$60,424	\$61,942	\$63,482	\$65,062	\$66,685	\$68,349	\$70,054	\$71,802
		\$ 26.99	\$ 28.34	\$ 29.05	\$ 29.78	\$ 30.52	\$ 31.28	\$ 32.06	\$ 32.86	\$ 33.68	\$ 34.52
	5 Court Clerk										
	5 Fiscal Support Specialist										
	5 Office Support Coordinator										
6		\$60,091	\$63,086	\$64,667	\$66,290	\$67,954	\$69,659	\$71,406	\$73,195	\$75,026	\$76,898
		\$ 28.89	\$ 30.33	\$ 31.09	\$ 31.87	\$ 32.67	\$ 33.49	\$ 34.33	\$ 35.19	\$ 36.07	\$ 36.97
	6 Construction Technician										
	6 Court Clerk - Lead										
	6 Engineer Tech										
	6 Facilities Main Tech (MO Tech) 1308										
	6 Legal Assistant										
	6 Program Technician										
7		\$64,293	\$67,517	\$69,202	\$70,928	\$72,696	\$74,506	\$76,378	\$78,291	\$80,246	\$82,243
		\$ 30.91	\$ 32.46	\$ 33.27	\$ 34.10	\$ 34.95	\$ 35.82	\$ 36.72	\$ 37.64	\$ 38.58	\$ 39.54
	7 Lead Legal Assistant										
	7 Technology Technician										
8		\$68,786	\$72,218	\$74,027	\$75,878	\$77,771	\$79,706	\$81,702	\$83,741	\$85,842	\$87,984
		\$ 33.07	\$ 34.72	\$ 35.59	\$ 36.48	\$ 37.39	\$ 38.32	\$ 39.28	\$ 40.26	\$ 41.27	\$ 42.30
	8 Appraiser - Residential										
	8 Construction Inspector 1										

8	Engineer Tech Analyst											
8	Facilities Specialist (MO Specialist - Facilities)											
8	Planner 1											
8	Program Specialist											
8	Utility Lab Analyst											
9		\$73,611	\$77,293	\$79,227	\$81,203	\$83,242	\$85,322	\$87,464	\$89,648	\$91,894	\$94,182	
		\$ 35.39	\$ 37.16	\$ 38.09	\$ 39.04	\$ 40.02	\$ 41.02	\$ 42.05	\$ 43.10	\$ 44.18	\$ 45.28	
9	Associate Financial Analyst											
9	Construction Inspector 2											
9	Forensic Autopsy Technician											
9	Medicolegal Death Investigator											
9	Program Coordinator											
9	Technology Specialist											
9	Utility Lab Analyst Lead (added "Lab")											
10		\$78,749	\$82,680	\$84,739	\$86,861	\$89,024	\$91,250	\$93,538	\$95,867	\$98,259	\$100,714	
		\$ 37.86	\$ 39.75	\$ 40.74	\$ 41.76	\$ 42.80	\$ 43.87	\$ 44.97	\$ 46.09	\$ 47.24	\$ 48.42	
10	Appraiser - Commercial											
10	Deputy Fire Marshal 1											
10	Planner 2											
10	Sr. Engineering Tech											
10	Purchasing Officer 1											
11		\$84,261	\$88,483	\$90,688	\$92,955	\$95,285	\$97,677	\$100,110	\$102,606	\$105,165	\$107,786	
		\$ 40.51	\$ 42.54	\$ 43.60	\$ 44.69	\$ 45.81	\$ 46.96	\$ 48.13	\$ 49.33	\$ 50.56	\$ 51.82	
11	Business Analyst											
11	Deputy Fire Marshal 2											
11	Engineer 1											
11	Financial Analyst - Department											
11	Planner 3											
11	Program Analyst											
12		\$90,159	\$94,659	\$97,027	\$99,459	\$101,957	\$104,497	\$107,102	\$109,771	\$112,506	\$115,326	
12	County Accountant (fmr Financial Analyst in Auditor'											
13		\$96,467	\$101,289	\$103,829	\$106,434	\$109,103	\$111,838	\$114,637	\$117,499	\$120,427	\$123,441	
13	Technology Analyst											

APPENDIX B – Provisions for Courthouse Security Officers and Security Screeners

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, Court Security Lead, and Inmate Project Coordinator.

Effective January 1, 2025, all current Court Security Officers and Leads shall be placed at step 4 if they are below step 4. This shall not change their anniversary date for future step increases.

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.
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.

Section G – 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 Kitsap Code Title 4, Section 4.144 Risk Management.
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 H – 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.

Section I – Retirement Contribution

Employees who are LEOFF retirees and are not contributing into PERS shall receive a contribution to a deferred compensation (DCP) account equal to the amount the County would otherwise contribute to PERS, provided the employee establishes a DCP account.

APPENDIX C – Provisions for Certain Department of Community Development Employees

The purpose of this Appendix is to set forth certain working conditions for the bargaining unit described in 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 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.

SECTION A SCOPE

This Appendix C establishes the Vacation Leave and Sick Leave programs for the employees of the Department of Community Development employed on or before April 11, 2005 whose positions were accreted into the Courthouse Employees bargaining unit by the Memorandum of Understanding dated January 5, 2004 (KC-509-03-B). Leave provisions for Employees of the Department of Community Development in the classifications of GIS Analyst 2 and GIS Analyst 3, and for employees hired after April 11, 2005, are not within the scope of this Appendix C.

SECTION B SICK LEAVE

1. Sick Leave Accrual:
 - a. Probationary and regular full-time employees hired on or after September 1, 2001, accrue twelve (12) days of sick leave per year (8 hours/month).
 - b. Regular full-time employees hired on or after October 1, 1985 and prior to September 1, 2001, accrue fifteen (15) days of sick leave per year (10 hours/month).
 - c. Regular full-time employees hired before October 1, 1985, accrue eighteen (18) days of sick leave per year (12 hours/month).
 - d. Special provisions:
 - (1) Regular full-time employees who previously served on the “H” salary schedule and were hired before May 1, 1992 accrue eighteen (18) days of sick leave per year (12 hours/month).

- (2) Regular full-time employees previously on the six-step salary schedules who are not qualified under subparagraph d.(1) above, hired on or after January 1, 1991, accrue fifteen (15) days of sick leave per year (10 hours/month).

2. Sick Leave Cash Payment upon Retirement or Death:

- a. Upon retirement, the employee shall receive payment for fifty percent (50%) of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement.
- b. Upon an employee's death, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of death.

3. Conversion of Sick Leave: Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to vacation leave on a 10 to 1 ratio (10:1). (As an example, if the employee earned fifteen [15] days sick leave in a calendar year and used no sick leave, they could convert the fifteen [15] days to 1.5 days vacation leave.) If an employee chooses to convert sick leave, the converted vacation leave must be used within the calendar year. Under no circumstances shall an employee receive cash payment for converted leave on the books. Employees must submit requests for conversion to the employing department on or before January 31.

SECTION C VACATION LEAVE

1. Vacation Leave Accrual:

- a. Regular full-time employees previously on the seven-step salary schedule hired prior to January 1, 1998, earn vacation leave as follows:

Upon completion of fifteen yrs. Employment 30 days/year (20 hrs/month)
- b. Employees previously on the six-step salary schedules who were receiving a higher vacation leave accrual rate on January 1, 1991, shall continue at the higher rate. Those employees shall not receive any further increases unless such increases are provided in accordance with the above guidelines.

- c. Probationary and regular part-time employees accrue pro-rated vacation leave. Vacation leave is accrued based on an employee's budgeted and approved FTE.
 - d. No more than forty-five (45) days (360 hours) vacation leave may be carried from one (1) calendar year to the next. The maximum permissible carryover of vacation leave for part-time employees is calculated based on the same pro-ratio formula that is used for accruals.
2. Vacation Leave Cash Payment Upon Termination of Employment: Upon termination of the employment relationship due to resignation with two (2) week notice, layoff, dismissal or death, the employee or beneficiary shall be paid for unused accrued vacation leave at the rate being paid at the time of separation.
3. Use of Vacation Leave:
- a. Employees should attempt to use vacation leave during the year in which it is earned.
 - b. Requests for leave must be approved in advance by the Employing Official or designee. Vacation leave must be taken at times mutually agreeable to the employee and the Employing Official. In the event of conflicts between employees in requests for leave, the employee first requesting prevails. In the event of conflicts between employees in requests for leave, the employee first requesting prevails. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Employing Official shall make the final determination with consideration towards seniority and prior requests for leave. If an employee is prevented by the Employing Official from taking vacation leave and, as a result, the employee has more than forty-five (45) days vacation leave accumulated on December 31, then the employee is paid for such leave in excess of forty-five (45) days at the salary rate then being paid to the employee.

APPENDIX D – Courthouse Confidential Positions by Department

The following is a list of confidential positions that the parties agree are excluded from AFSCME 1308 (Courthouse Employees). While these positions would otherwise fall within the terms of Article I.A. (Recognition) of this Agreement, they are excluded from union membership due to the confidential nature of the work performed by these positions. However, the following list does not prevent the position(s) from petitioning to organize as allowed by PERC rules.

One (1) confidential assistant to each Elected Official/Department Head and the following:

Office	Position
Administrative Services	<ul style="list-style-type: none"> • Programs Specialist (Public Disclosure) • Programs Specialists (Risk Management) • Financial Analysts (Budget) • Investigators (Public Defense)
Assessor	
Auditor	
Clerk	
Community Development	<ul style="list-style-type: none"> • Office Support Specialist to the Director
District Court	
Emergency Management	
Medical Examiner	
Prosecutor	<ul style="list-style-type: none"> • Investigators • Civil Division positions
Treasurer	<ul style="list-style-type: none"> • Financial Analyst

**APPENDIX E –
Automatic Progression for Community Development Construction
Inspection and Deputy Fire Marshal Series**

1. DCD Building & Fire Safety Group – Construction Inspection & Deputy Fire Marshal Automatic Progression Series: This shall set forth the process by which Department of Community Development (DCD) employees in the Building & Fire Safety Group will automatically progress from Construction Technician through Construction Inspector 2 in the Construction Inspection series and from Construction Technician through Deputy Fire Marshal 1 in the Deputy Fire Marshal series. Deputy Fire Marshal 2 will become a promotional opportunity when vacancies in the Deputy Fire Marshal 2 classification exist.
 - a. Construction Inspection Automatic Progression Series:
 - i. Construction Technician to Construction Inspector 1: Employees in the Construction Technician classification shall automatically progress to the Construction Inspector 1 classification once the employee meets all automatic progression requirements outlined in the DCD Construction Inspection Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee’s date of hire, transfer, or promotion.
 - ii. Construction Inspector 1 to Construction Inspector 2: Employees in the Construction Inspector 1 classification shall automatically progress to the Construction Inspector 2 classification once the employee meets all automatic progression requirements outlined in the DCD Construction Inspection Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee’s date of hire, transfer, or promotion.
 - b. Deputy Fire Marshal Automatic Progression Series:
 - i. Construction Technician to Construction Inspector 1: Employees in the Construction Technician classification shall automatically progress to the Construction Inspector 1 classification once the employee meets all automatic progression requirements outlined in the DCD Deputy Fire Marshal Auto Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee’s date of hire, transfer, or promotion.

- ii. Construction Inspector 1 to Deputy Fire Marshal 1: Employees in the Construction Inspector 1 classification shall automatically progress to the Deputy Fire Marshal 1 classification once the employee meets all automatic progression requirements outlined in the DCD Deputy Fire Marshal Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee's date of hire, transfer, or promotion.
 - iii. Deputy Fire Marshal 1 to Deputy Fire Marshal 2 (Promotional Only): Employees who have met all of the requirements of the Deputy Fire Marshal 2 classification will be eligible to apply for vacant Deputy Fire Marshal 2 positions.
- c. Provisions governing DCD automatic progressions. The following provisions shall apply to the automatic progression series set forth in this section:
- i. Candidates that are hired with more experience than the classification requires, but not enough to advance to the next level may progress to the next level prior to the proscribed timelines as soon as the minimum qualifications and requirements for progression are met.
 - ii. For employees progressing to a higher classification under this automatic progression series, the employee's hourly rate for the classification into which the employee progresses shall be at least 2.5% greater than the employee's hourly rate at the formerly held classification. If the employee was to receive a step increase within 90 days, that hourly rate shall be considered into the hourly rate for the new classification.
 - iii. Failure to progress within the proscribed time frame due to inability to perform the essential functions, meet progression requirements, or obtain and maintain required licenses and certifications may result in termination at the employing official's discretion. A six months' extension may be provided at the Employing Official's discretion.

The employee may revert from a Deputy Fire Marshal position to the Construction Inspector 2 position if there is a vacant position and the employee holds the qualifications (employee was in the Construction Inspector 2 position prior). If the employee is a new external hire into a Deputy Fire Marshal 1 position, and the employee is unable to complete the requirements to

successfully compete for a vacant Deputy Fire Marshal 2 position, they may be eligible to apply and compete for a Construction Inspector 2 vacant position.

- iv. Failure to maintain certifications may result in a delay in a step increase and/or discipline up to and including termination.

2. **Impact on Existing Employees:** Employees employed in the DCD Building & Fire Safety Group as a Construction Technician, Construction Inspector 1, or Deputy Fire Marshal 1 as of the date of execution of Memorandum of Understanding KC-103-16-K shall choose one of the following two options within ninety (90) days following the Employer's completion of the workbook applicable to the employee's automatic progression series. The employee shall submit their choice in writing, after which the employee shall not be permitted to switch options after the ninety (90)-day period.
- a. Option 1 ("Opt In" Option): Employee opts in to the new Construction Inspection or Deputy Fire Marshal automatic progression, whichever is applicable. The employee shall be required to meet the progression requirements and shall be eligible for automatic progression as provided in sub-sections 1.a or 1.b of this Appendix. The employee shall be subject to the same parameters governing automatic progressions as provided in sub-section 1.c of this Appendix. For employee's choosing this option, the timeline for meeting all automatic progression requirements within the employee's current classification shall begin to run as of the date of the employee's decision to choose Option 1.
 - b. Option 2 ("Opt Out" Option): Employee opts out of the new Construction Inspection or Deputy Fire Marshal automatic progression, whichever is applicable. The employee shall not be required to obtain the automatic progression requirements and shall not be eligible for automatic progression as provided in sub-sections 1.a or 1.b of this Appendix. The employee shall not be subject to the parameters governing automatic progressions as provided in sub-section 1.c of this Appendix.

APPENDIX F – Kitsap County District Court Appendix

Section A Recognition

Employees are subject to the authority of the District Court pursuant to Washington State Court Rules under General Rule (GR) 29 and other applicable statutes.

The District Court is the employer for purposes of non-economic issues (e.g., hours and working conditions). The Board of County Commissioners is the employer for purposes of economic issues (e.g., wages, benefits, and other compensation). It is understood by the parties that the Administrator of the District Court acts on behalf of the Court in day-to-day management of District Court employees. It is understood that agreements on non-economic issues are only effective when signed by authorized representatives of the District Court.

Notes re: Continued Bargaining

The parties agree that the District Court's proposal regarding Rules of Conduct remains open for continued bargaining.

The parties also agree that Step 4 of the Grievance Procedure (Article I, Section H, Step 4) as applied to District Court staff remains open for continued bargaining. The District Court does not tentatively agree (TA) to nor has it ratified Step 4 of the Grievance Procedure.

**APPENDIX G –
2025 – 2027 Medical Benefits Rates**

Kitsap County Monthly Insurance Rates & Contributions for Full-Time Employees (30+ Hrs/Week)												
Kaiser Permanente of WA (HMO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2025	2026	2027	2025	2026	2027	2025	2026	2027	2025	2026	2027
Prime (formally Classic)	0.00	0.00	0.00	68.25	75.08	82.58	98.08	107.89	118.68	164.07	180.48	198.52
HDHP w/HSA	10.00	11.00	12.10	42.69	46.96	51.65	59.56	65.52	72.07	101.69	111.86	123.04

Aetna (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2025	2026	2027	2025	2026	2027	2025	2026	2027	2025	2026	2027
Prime (formally Classic)	33.08	36.39	40.03	129.10	142.01	156.21	168.52	185.37	203.91	261.18	287.30	316.03
HDHP w/HSA	13.61	14.97	16.47	64.69	71.16	78.27	85.12	93.63	103.00	136.22	149.84	164.83