

**AMENDMENT
By and Between
KITSAP COUNTY
And
DEPUTY SHERIFFS GUILD**

KC-170-22-A

RE: Amendment Regarding 2022 Retention and Recruitment Incentives

The parties, Kitsap County ("County") and Kitsap County Deputy Sheriffs Guild ("Guild"), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-170-22 (hereinafter CBA), as follows:

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

ARTICLE II - ECONOMICS, HOURS, INSURANCE

[Section A Omitted]

SECTION B - EXPERIENCED BASED PAY INCENTIVES

One-Time Retention Payment for Two-Year Commitment:

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

1. Experienced based pay increases shall be given based on length of employment within current classification.
2. Deputy Sheriff 1's and 2's shall be advanced into step level two (2) twelve (12) months after the initial hiring date and into all other steps twelve (12) months after the preceding advancement.
3. The Sergeant opening step shall be step level four (4), which is set at ten percent (10%) above Top Step Deputy. Sergeants shall be advanced into step level five (5) and above twelve (12) months after the preceding advancement. Step level five (5) and above shall constitute a two and one-half percent (2.5%) increase over the preceding step.
4. Length of employment required for step advancement shall be based on compensable hours only.

[Sections C – O Omitted]

SECTION P – LATERAL HIRING INCENTIVES

1. Effective January 3, 2022, the parties agree the Employer may, at its discretion, offer one or more of the following lateral hiring incentives to individuals who have previously been employed as a full-time law enforcement officer with a municipal, county, state-certified tribal, or state law enforcement agency:
 - a. For purposes of calculating longevity and annual leave accrual rate, recognize a lateral hire's prior service time as a full-time commissioned law enforcement officer, including service time with a qualifying law enforcement agency that is not Kitsap County;
 - b. Grant one (1) week of annual leave and one (1) week of sick leave upon hire; and
 - i. "One (1) week" will be fifty-three and one-third (53.3) hours.
 - ii. Nothing in this sub-section will be interpreted as prohibiting lateral hires from beginning to accrue annual and sick leave on their first day of employment, consistent with sub-section 1.a above.
 - c. Grant a sign-on bonus not to exceed fifteen-thousand dollars (\$15,000), with half of the sign-on bonus to be paid upon hire and half of the sign-on bonus to be paid upon completion of the lateral hire's probationary period.
2. Existing employees who recruit a lateral hire candidate who is hired and successfully completes probation will be paid a five hundred dollar (\$500) referral incentive under the following conditions:
 - a. The incentive will be paid only once the lateral hire successfully completes probation;
 - b. The existing employee's referral must be "personal", i.e. not the result of paid outreach or recruiting efforts;
 - c. The lateral hire candidate confirms that the employee claiming to have made the referral was in fact responsible for recruiting the candidate; and
 - i. If more than one employee claims to have successfully recruited the same lateral hire candidate, the incoming candidate will designate which employee(s) recruited the candidate and the incentive bonus will either be paid to a single designated employee or the five hundred dollar (\$500) incentive will be split among multiple designees.
 - d. The incentive will be paid on the referring employee's regular paycheck within two payroll cycles of when the lateral hire successfully completes probation.

SECTION P-1 – 2022 SIGNING INCENTIVES

Deputies hired after April 11, 2022 and before December 31, 2022, will be eligible to receive a one-time, non-precedent signing incentive of ten thousand dollars (\$10,000), with

half of the signing incentive to be paid upon hire and half of the signing incentive to be paid upon completion of the new hire's probationary period. Deputies who do not complete the probationary period are not entitled to the second half of the signing incentive.

a. All deputies receiving the \$10,000 signing incentive will be required to sign an agreement indicating that if a member's employment ends prior to three years from the date of hire, the employee will be required to repay the signing incentive in an amount pro-rated for the months of the three-year commitment that remain.

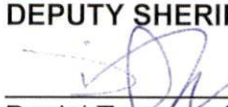
b. Lateral Hires: This signing incentive will be in addition to the Lateral Hiring Incentive of fifteen thousand dollars (\$15,000) as outlined in Article II, Section P, Subsection 1.c of this agreement. All lateral hires receiving the additional \$10,000 will be required to sign an agreement indicating that should the member leave prior to three years from the date of hire, the employee will be required to repay the signing incentive in an amount pro-rated for the months of the three-year commitment that remain.

[Section Q Omitted]

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

3. Except as expressly provided herein, this Amendment shall be effective April 11, 2022.

DEPUTY SHERIFFS' GUILD


Daniel Twomey, President

3-28-2022
Date

DATED this 11th day of April 2022.

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



EDWARD E. WOLFE, Chair


CHARLOTTE GARRIDO, Commissioner


ROBERT GELDER, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
And
KITSAP COUNTY DEPUTY SHERIFFS GUILD

KC-170-22-B

RE: Overtime Incentive Pay

This Memorandum of Understanding (MOU) is by and between Kitsap County ("County") and Kitsap County Deputy Sheriffs Guild ("Guild"). The parties mutually agree as follows:

Background

The parties executed Collective Bargaining Agreement KC-170-22 (CBA) on February 28, 2022. Article II, Section K of the CBA provides for Overtime Pay for employees at the option of the rate of one and one-half (1 ½) times the employee's regular hourly rate or one and one-half (1 ½) hours of compensatory time off.

Article III, Section B of the CBA states that "No more than three hundred sixty (360) hours of annual leave may be carried over from one calendar year to the next." Employees with over 360 hours of annual (vacation) leave will lose those hours or will be in a "must leave" situation at the end of the year, which has historically caused staffing issues because they take this "must leave" in November and December to avoid losing it.

The County has recently struggled to maintain minimum staffing levels and to find deputies available to work overtime to staff shifts and/or community events. Kitsap County Sheriff's Office (KCSO) command staff and members of the Guild have met and discussed ways to improve staffing, encourage deputies to come to work, and to entice deputies to sign up for overtime shifts. The County and the Guild wish to provide financial incentives for deputies to work overtime shifts and are entering into this agreement to resolve the current staffing issues.

Agreement

1. The County agrees to pay 2.5 times an employee's regular rate of pay to any Guild bargaining unit member who voluntarily works, or who is mandated by KCSO to work, a patrol shift in an overtime capacity. Commissioned deputies and sergeants who are not assigned to patrol and who desire to work shift

overtime details must maintain a patrol proficiency to the level that they can competently and efficiently work patrol. These deputies and sergeants would need to complete any required patrol refresher training before working in this capacity.


2. The 2.5 overtime rate may be applied to staffing public/community events (such as Kitsap County Fair, etc), at the discretion of the Division Chief.
3. The 2.5 overtime rate will not apply to overtime hours accrued during a deputy's regularly scheduled shift.
4. The 2.5 overtime rate will remain in effect until December 31, 2022.
5. The County agrees to cash out the annual (vacation) leave banks of a deputy who is projected to have a "must leave" situation as of December 31, 2022. The hours available to be cashed out are limited to the hours over 360, which would be considered "use or lose". Deputies are eligible to cash out those hours on or before December 31, 2022.
6. If no deputies or sergeants volunteer to work the open overtime shifts, Lieutenants may volunteer to work the positions.
7. The parties agree that all other rights and contractual requirements in the CBA not addressed in this MOU shall remain in full force and effect.

This MOU shall be effective upon execution.

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DEPUTY SHERIFFS GUILD


Dan Twomey, President 8-15-22
Date

KITSAP COUNTY SHERIFF'S OFFICE


John Gese, Sheriff 8/11/22
Date

DATED this 10th day of August 2022.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON




EDWARD E. WOLFE, Chair


CHARLOTTE GARRIDO, Commissioner

NOT PRESENT

ROBERT GELDER, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

**AMENDMENT
By and Between
KITSAP COUNTY
And
DEPUTY SHERIFFS GUILD**

KC-170-22-C

RE: Amendment Regarding 2023 Retention and Recruitment Incentives

The parties, Kitsap County ("County") and Kitsap County Deputy Sheriffs Guild ("Guild"), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-170-22 (hereinafter CBA), as follows:

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

ARTICLE II - ECONOMICS, HOURS, INSURANCE

[Section A – P-1 Remain Unchanged]

SECTION P-1 – 2022 and 2023 SIGNING INCENTIVES

Deputies hired after April 11, 2022 and candidates who submit an application for employment by June 30, 2023, and who are subsequently hired by the Kitsap County Sheriff's Office based on the application submitted by June 30, 2023, ~~before December 31, 2022,~~ will be eligible to receive a one-time, non-precedent setting signing incentive of ten thousand dollars (\$10,000), with half of the signing incentive to be paid upon hire and half of the signing incentive to be paid upon completion of the new hire's probationary period. Deputies who do not complete the probationary period are not entitled to the second half of the signing incentive.

a. All deputies receiving the \$10,000 signing incentive will be required to sign an agreement indicating that if a member's employment ends prior to three years from the date of hire, the employee will be required to repay the signing incentive in an amount pro-rated for the months of the three-year commitment that remain.

b. Lateral Hires: This signing incentive will be in addition to the Lateral Hiring Incentive of fifteen thousand dollars (\$15,000) as outlined in Article II, Section P, Subsection 1.c of this agreement. All lateral hires receiving the additional \$10,000 will be required to sign an agreement indicating that should the member leave prior to three years from the date of hire, the employee will be required to repay the signing incentive in an amount pro-rated for the months of the three-year commitment that remain.

[Section Q Omitted]

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

3. Except as expressly provided herein, this Amendment shall be effective ~~April 11, 2022~~
January 1, 2023.

DEPUTY SHERIFFS' GUILD

Daniel Twomey 12/13/22
Daniel Twomey, President Date

DATED this 14th day of December 2022.

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

E E Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board