

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
And
KITSAP COUNTY CORRECTIONS OFFICER'S GUILD

KC-215-22-A

RE: Overtime Incentive Pay

This Memorandum of Understanding (MOU) is by and between Kitsap County ("County") and Kitsap County Corrections Officer's Guild ("Guild"). The parties mutually agree as follows:

Background

The parties executed Collective Bargaining Agreement KC-215-22 (CBA) on April 11, 2022. Article II, Section G 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 of pay, or one and one-half (1 ½) hours of compensatory time off.

Article IV, Section B of the CBA states that "No more than three hundred sixty (360) hours of vacation leave may be carried over from one calendar year to the next." Employees with over 360 hours of vacation leave 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. Kitsap County Sheriff's Office (KCSO) command staff and members of the Guild have met and discussed ways to improve staffing and to entice deputies to sign up for overtime shifts. The County and the Guild wish to provide financial incentives for officers 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 shift in an overtime capacity.
2. The 2.5 overtime rate will not apply to overtime hours accrued during an officer's regularly scheduled shift.
3. The 2.5 overtime rate will remain in effect until December 31, 2022.

4. The County agrees to cash out the annual (vacation) leave banks of an officer 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". Officers are eligible to cash out those hours on or before December 31, 2022.
5. If no officers volunteer to work the open overtime shifts, Sergeants may volunteer to work the positions.
6. 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.

[signatures appear on next page]

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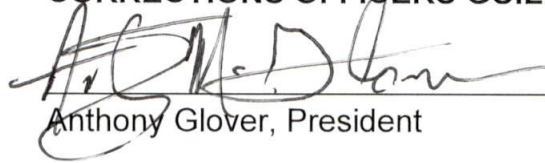
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CORRECTIONS OFFICERS GUILD

 080922
Anthony Glover, President Date

KITSAP COUNTY SHERIFF'S OFFICE

 8/11/22
John Gese, Sheriff 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
CORRECTIONS OFFICERS' GUILD

KC-215-22-B**

RE: Amendment Regarding 2022 and 2023 Retention and Recruitment Incentives

The parties, Kitsap County ("County") and Kitsap County Corrections Officers' Guild ("Guild"), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-215-22 (hereinafter CBA), as follows:

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

ARTICLE II - ECONOMICS,

[Section A – J-1 Remain Unchanged]

SECTION J-1 – 2022 SIGNING INCENTIVES

Corrections Officers hired after April 11, 2022 and who have submitted an application for employment as a Kitsap County Corrections Officer 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. Corrections Officers who do not complete the probationary period are not entitled to the second half of the signing incentive.

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

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

[Section K 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 January 1, 2023.

CORRECTIONS OFFICERS' GUILD

William Mahn
William Mahn, President Date

DATED this 14th day of December 2022.

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

Edward E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board