



**COLLECTIVE BARGAINING AGREEMENT**

between

**KITSAP COUNTY**

and

**INTERNATIONAL UNION OF POLICE ASSOCIATIONS  
(I.U.P.A.), LOCAL 7408**

for

**SHERIFF'S OFFICE LIEUTENANT  
ASSOCIATION**

**KC-248-22**

**January 1, 2022– December 31, 2022**

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## **ARTICLE I – RIGHTS OF THE PARTIES**

### **SECTION A – RECOGNITION**

Employer recognizes the International Union of Police Associations, Local 7408 (I.U.P.A), as the exclusive bargaining representative for the following bargaining unit within the Kitsap County Sheriff's Office as certified by the Public Employment Relations Commission:

Sheriff's Office employees possessing the rank of lieutenant. All regular full-time and regular part-time uniformed and non-uniformed lieutenants of the Kitsap County Sheriff's Office.

### **SECTION B – I.U.P.A. ACTIVITIES**

1. The Employer shall allow reasonable time off with pay for I.U.P.A. members conducting official business vital to both the Union and the Employer; provided, however, that the activity may be lawfully funded by the Employer under applicable decisions of the Public Employment Relations Commission; provided further that such time off shall be taken at the consent of the Sheriff or his designee or by the authority of the Board of County Commissioners. Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings and other contract administration matters. When absent from work to perform internal I.U.P.A. business, I.U.P.A. officers and members will be charged annual leave or leave without pay, if no accrued annual leave is available. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of I.U.P.A. business, the I.U.P.A. officers shall notify their supervisor, obtain approval and notify their supervisor when they return.
2. The Employer will attempt to arrange shift schedules or grant time during the course of the normal work day in a manner that the employee members who are part of the I.U.P.A.'s negotiating team will be provided time with pay for purposes of negotiating a new labor agreement; provided: that no more than two members of the I.U.P.A.'s negotiating team shall be on paid status during negotiations sessions.
3. A copy of this Agreement shall be posted in a conspicuous place in the Sheriff's Office. The Employer agrees to provide suitable space for the bulletin board in each place of work. Postings by the I.U.P.A. on such boards are to be confined to official business of the I.U.P.A.

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

## **SECTION C – I.U.P.A. SECURITY AND PAYROLL DEDUCTION**

1. For any new employee covered by the terms of this Agreement, the Employer will notify the I.U.P.A. within thirty (30) days after the employee's date of hire.
2. The I.U.P.A. will notify the County of its initiation fees and dues. Upon written authorization of an employee, the Employer will deduct monthly dues and assessments or fees from the salary of such employee, and transmit such amount to the I.U.P.A.
3. An employee may revoke her or his authorization for payroll deduction of payments to the I.U.P.A. by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.
4. The I.U.P.A. agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the I.U.P.A. in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

## **SECTION D – NONDISCRIMINATION**

1. Neither the Employer, I.U.P.A., nor any employee shall in any manner whatsoever discriminate or retaliate against any employee or applicant for employment on the basis of race, color, religion, creed, sex, marital status, national origin, age, or sensory, mental or physical handicaps or disability; provided that claims of discrimination shall be processed privately by the employee through appropriate administrative or judicial agencies and claims of unlawful discrimination shall not be subject to the grievance procedure.
2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

3. No employee shall be discharged or discriminated or retaliated against on the basis of I.U.P.A. membership, non-membership, or lawful I.U.P.A. activities

## **SECTION E – EMPLOYEE EVALUATIONS**

1. Every employee shall be evaluated once each year after attainment of permanent status.
2. Evaluations may be used as a factor in granting permanent status, transfers, demotions, and terminations. Evaluations may be subject to review by the Sheriff or his designee within ten calendar days.

## **SECTION F – GRIEVANCE AND ARBITRATION PROCEDURE**

1. Scope of Procedure: Except as provided herein, grievances or complaints arising between the Employer and the I.U.P.A. on behalf of employees or on its own behalf with regard to matters effecting the I.U.P.A. as an entity or any employee subject to this Agreement, with regard to the interpretation or application of this Agreement, may be resolved through the following procedure. No complaint or grievance involving the same incident, problem, or other matter may be filed under this grievance procedure and the Civil Service Commission. If such a concurrent filing occurs, the complaint or grievance filed under this grievance procedure shall be immediately dismissed.
2. I.U.P.A. Representation: Throughout the grievance procedure, an aggrieved employee shall have the right guaranteed by RCW 41.56.080 to represent himself or to be represented by an I.U.P.A. official. Nothing in this section shall be construed so as to grant employees the right to proceed to arbitration; such right shall be reserved to the I.U.P.A. in its discretion in accordance with its duty of fair representation.
3. Grievance Procedure:

Step 1 - Oral Discussion - The aggrieved employee, with or without I.U.P.A. representation, or the I.U.P.A. shall meet with the employee's supervisor within ten (10) calendar days of the occurrence of the alleged grievance, to attempt to resolve the difference at that level. If discipline is imposed by an officer or official above the level of the employee's supervisor, the Step 1 grievance should be brought directly to that officer or official.

Step 2 - Written Grievance - If no settlement is reached in Step 1, the aggrieved employee, with or without I.U.P.A. representation, or the I.U.P.A. shall reduce to writing a statement of the grievance or complaint which shall contain the following: (1) the facts upon which the grievance is based; (2) reference to the section or sections of the Agreement alleged to have been violated; and (3) the

remedy sought. The written grievance shall be filed with the Sheriff or the Sheriff's designee within fifteen (15) calendar days following occurrence of the alleged grievance, or within fifteen (15) calendar days after receipt of the Step 1 decision. The Sheriff or designee shall conduct an investigation and shall notify the aggrieved employee and the I.U.P.A. in writing of the Step 2 decision and the reasons therefore within fifteen (15) calendar days after receipt of the written grievance. In the event the Sheriff is not available to receive a written grievance and the Sheriff's designee has not been appointed or is not available to receive a written grievance, then such grievance shall be filed with the Sheriff's secretary within the time period stated above. If the grievance shall have been filed with the Sheriff's secretary, then the period during which the Sheriff or the Sheriff's designee shall have to investigate and notify the aggrieved employee and the I.U.P.A. of the decision shall begin on the first working day after such individual returns.

Step 3 - Arbitration - In the event a grievance is not satisfactorily settled in Step 2, the I.U.P.A., if it so chooses, may submit the matter to arbitration under the procedures described below. A written request for arbitration must be made by the I.U.P.A. within thirty (30) calendar days after receipt of the Step 2 decision.

- a. Arbitrator Selection. In regard to each case reaching Step 3, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, a sub-regional list of qualified arbitrators will be requested from the Federal Mediation and Conciliation Service (FMCS) within five (5) working days of the parties' failure to mutually agree upon an arbitrator. Public Employment Relations Commission (PERC) selection procedures shall be followed. As an alternative the parties may, by mutual agreement request a list of nine (9) names from the Public Employment Relations Commission (PERC).
- 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 he/she deems pertinent to the grievance. 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; such decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before him/her

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, or 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 and, if neither party wishes to submit a post-hearing brief, shall be issued to the parties within thirty (30) days after the arbitration hearing. If either or both parties wish to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date agreed upon by the parties or, if they are unable to agree on a date, designated by the arbitrator. If the 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. Costs of Arbitration. Each party shall pay any compensation and expenses relating to its own witnesses or representatives. 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, that party will pay one-half of the stenographic costs. The expenses of the arbitrator shall be divided equally between the parties.

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

## **SECTION G – ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as required by RCW Chapter 41.56.



## **SECTION H – STRIKES AND RELATED MATTERS PROHIBITED**

1. I.U.P.A. and Employer agree that RCW 41.56 prohibits strikes by employees, whether acting individually or collectively. Employees shall not strike.
2. Employer and I.U.P.A. agree that public interest requires efficient and uninterrupted performance of Employer's operations and services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Disciplinary action, including discharge, may be taken by Employer against any employee or employees engaged in a strike or other illegal activity related to a work stoppage.

## **SECTION I – RIGHTS OF MANAGEMENT**

1. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto; the determination of the number, size and location of its offices and places of business and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work and standards of performance, the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency, the right to contract or subcontract any work; the right to designate the work and functions to be performed, the right to establish, administer, or change bonus, incentive or merit compensation plans, the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees; and the right to discipline or discharge employees for just cause.
2. Employer and I.U.P.A. 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.
3. The County does not intend that continuation of its management rights clause would require the I.U.P.A. to waive any bargaining rights it presently has under Chapter RCW 41.56.

## **SECTION J – RELATIONSHIP TO CIVIL SERVICE LAWS**

It is understood and agreed that taking an issue to arbitration (including any matter that may otherwise be taken to the Civil Service Commission), excluding disputes regarding the application of Article I, Section D (Nondiscrimination), constitutes an election of remedies and a waiver of any and all rights by the grievant employee, the I.U.P.A., or persons represented by the I.U.P.A., to litigate or otherwise contest the appeal of the subject matter in any court or any other available forum. Conversely, litigation of an issue, excluding disputes regarding the application of Article I, Section D (Nondiscrimination), before the Civil Service Commission or in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.

It shall be the obligation of the employee, with the concurrence of the I.U.P.A., to elect a remedy (Civil Service or grievance arbitration) at Step 2 of the grievance procedure, i.e. prior to submission of the grievance to the Sheriff.

## **SECTION K – SHERIFF'S RULES AND REGULATIONS**

The Union and the Employer shall refer to the Sheriff's Policy Manual to resolve matters not covered by this Agreement. Where required under Chapter 41.56 RCW, the Employer shall provide the Union with notice and an opportunity to bargain changes to Policy Manual provisions involving mandatory subjects of bargaining.

## **SECTION L – SUPERIORITY**

Any provision of this Agreement which contravenes any federal or state law is invalid.

## **SECTION M – SEVERABILITY**

In the event that any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remaining provision of this Agreement shall not be held invalid and shall remain in full force and effect. The I.U.P.A and the County shall immediately meet and attempt to renegotiate any provision found invalid.

## **SECTION N – PAY PERIOD**

1. The pay period shall be every two (2) weeks and employees shall receive their biweekly checks on the Friday following the close of the pay period.

2. If an employee is assigned to work less than 80 hours in a payroll period as a result of a shift change required by the Employer, payroll will be administered in such a way that employees are considered in a regular payroll status for 80 hours in that pay period.

## SECTION O – DRUG TESTING

1. **Statement of Principle.** The County, the I.U.P.A. and the employees it represents recognize that the use of drugs and alcohol which adversely affects job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow employees, and to the efficient operations of the Department. Therefore, the parties agree that the procedures set forth in the Sheriff's Office Policy and Procedures Manual shall apply if there is a reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs or has consumed alcohol during work or has consumed alcohol prior to work, such that the consumption has an adverse effect on the employee's ability to perform his/her job.
2. **Prohibited Drugs and Substances.** Employees are hereby informed that drugs or substances that are prohibited by the County include (a) all illegal drugs, (b) all prescription drugs for which the employee does not have a prescription, and (c) alcohol or other substances that have any adverse effects on an employee's job performance.
3. **Preconditions to Drug Testing.** Before any employee may be tested for drugs or substances, the County's decision to do so must be based on the following: (a) reasonable suspicion based upon objective facts and inferences drawn there from that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs or has consumed alcohol during work or has consumed alcohol prior to work, such that the consumption has an adverse effect on the employee's ability to perform his/her job; or (b) the agreement of the County, the I.U.P.A. and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.
4. **Testing Mechanisms.** Drug testing mechanisms may include the radioimmunoassay (RIA) method, the thin layer chromatography (TLC) method or other methods or techniques recognized by authorities as reasonable and reliable. If an employee tests positive based upon these methods, the test shall be confirmed by gas chromatography/mass spectrometry (GC/MS) test. Drug testing shall normally be based upon urinalysis unless good cause exists for another basis for testing. Testing for alcohol or other substances may be performed by recognized methods or techniques (e.g. blood testing, breathalyzer, etc.)

## **SECTION P – DISCIPLINE AND DISCHARGE**

Discipline is defined to include written reprimands, suspensions without pay, disciplinary demotions to a lower paying classification and discharge. Regular employees may be disciplined or discharged with cause for, in addition to other issues, violation of the Sheriff's Office Code of Professional Conduct, appended to this Agreement.

## **ARTICLE II – ECONOMICS, HOURS, INSURANCE**

### **SECTION A – SALARIES**

#### 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.

Effective the first day of the first full pay period in January 2022, during the life of this Agreement, a pay differential of no less than fifteen and one-half percent (15.5%) shall be maintained between: 1) the top step of the salary scale of the Law Enforcement Lieutenant classification and the top step of the salary scale for the Law Enforcement Sergeant classification; and 2) the top step of the salary scale of the Corrections Lieutenant classification and the top step of the salary scale for the Corrections Sergeant classification.

Each wage step shall be adjusted to provide a five percent (5%) increase over the previous wage step.

### **SECTION B – EXPERIENCED BASED PAY INCENTIVES**

1. Experienced based pay increases shall be given based on length of employment.
2. Step Advancement:
  - a. All Lieutenants shall be advanced into step level two (2) twelve (12) months after the initial date in position, and into step level three (3) twelve (12) months after the preceding advancement.
3. The step increment date shall be adjusted when an employee returns from leave without pay in excess of thirty (30) calendar days to reflect the period of unpaid leave.

## SECTION C – PROMOTION

When an employee is promoted from the classification of sergeant to lieutenant, the employee shall be placed in the lieutenant's salary step which provides a minimum salary increase of five percent (5%) above the employee's then existing salary step, effective upon the date of such promotion. If a salary increase of five percent (5%) would result in a base wage greater than the top step of the lieutenant's salary scale, then the employee shall receive a five percent (5%) salary increase; **provided**, the employee's base wage shall be frozen until such time as the lieutenants' salary scale meets or exceeds the employee's base wage, at which time the employee shall be placed on the new lieutenants' salary scale at the step closest to but not less than the employee's existing base wage. Once promoted, the promoted employee shall have a new anniversary date, the date of promotion, and shall receive step advancement as set forth in this agreement. Each employee newly promoted into a bargaining unit position shall be subject to a probationary period as established by the Sheriff's Civil Service Commission. During an employee's promotional probationary period, she/he may be demoted at will and such demotion shall not be subject to the grievance procedure. Any individual newly hired into a bargaining unit position shall be subject to a one-year initial probationary period; during that individual's probationary period, an employee may be discharged at will and such discharge shall not be subject to the grievance procedure.

It is agreed and understood that lateral assignment of lieutenants throughout any division within the Sheriff's Office may occur.

## SECTION D – LONGEVITY BONUS

1. Effective the first full pay period following execution of this agreement, Employer shall pay employees, as a longevity payment, the amounts which follow, to eligible employees at the beginning of the following years of employment, to be added to each employee's hourly rate of pay:

7th year of employment .....	1.50% of hourly rate of pay
10th year of employment .....	2.00% of hourly rate of pay
15th year of employment .....	3.00% of hourly rate of pay
20th year of employment .....	6.00% of hourly rate of pay
25th year of employment .....	7.00% of hourly rate of pay

2. Effective the first full pay period following execution of this agreement, for purposes of calculating the longevity pay rates, the Employer will recognize the employee'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.

3. The longevity bonus 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, as a result of a reduction in force (RIF), or placed on permanent medical disability, and rehired and the separation does not exceed one (1) year, the longevity bonus shall be computed from the initial employment date; **provided further**, when an employee separates from employment and is subsequently rehired and the separation does not exceed thirty (30) days, the longevity bonus shall be computed from the initial employment date. An employee who separates from employment and is subsequently rehired, and the separation exceeds thirty (30) days, shall receive full employment credit for actual past period(s) of active service.

### **SECTION E – ASSIGNMENT PAY**

Effective the first full pay period in January 2022, all Lieutenants shall receive assignment pay equal to seven percent (7%) of the employee's base hourly pay for the pay period.

### **SECTION F – UNIFORM ALLOWANCE**

The Employer shall provide a uniform allowance to bargaining unit employees who are required to wear and maintain a uniform in accordance with established standards determined and approved by the Sheriff and the Kitsap County Board of Commissioners. Such uniform allowance shall be provided under the same terms and conditions granted under the Deputy Sheriffs' Guild agreement.

### **SECTION G – UNIFORM CLEANING**

Employer shall provide cleaning services for employees and shall provide and designate two cleaners, one located in the south portion of the County and one located in the central/north portion of the County. Employer provided cleaning shall be restricted to sixteen (16) clothing items per month as well as one uniform tie every three months and one uniform jacket or sweater every six months. Additionally, and in the sole discretion of the Sheriff or designee, additional employer provided cleaning may be approved when clothing items become unusually soiled in the course of performing law enforcement duties. Plainclothes deputies are restricted to cleaning of the following required attire: dress coats, slacks, shirts, and ties.

### **SECTION H – HEALTH AND WELFARE BENEFITS**

#### **Health Benefits:**

Any health care changes agreed to by the Patrol Deputies (including, without limitation, changes in employee contribution rates or copays, plan changes, and/or plan redesign)

will be effective for the Association at the same time that they become effective for the Patrol Deputies unit ("Deputy Sheriff's Guild").

1. **Medical Insurance:** For coverage effective January 1, 2022, the County's and the employee's contributions towards medical, dental and life insurance will be as provided in the Deputy Sheriff's Guild agreement and as follows:
  - a. **Medical Plans Offered:** The options of medical plans offered to employees will be as follows:
    - (1) Premera PPO Plan 1 #1037245
    - (2) Kaiser #12432
  - b. **Medical Insurance Contributions:** Employee contribution rates shall be the same as employee contribution rates for the Deputy Sheriff's Guild.
2. **Double Coverage:** County employees may have double coverage under county-sponsored medical plans.
3. **Waiver of Medical Coverage:** Regular, full-time employees who provide proof of alternate medical coverage may waive the coverage through Kitsap County's sponsored medical plans and for that waiver, receive a one hundred fifty dollar (\$150.00) per month waiver-incentive payment; however, such payment will be subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.
4. **Dental Insurance**
  - a. **Dental Plans:** The options of dental plans offered to employees will be as follows:
    - (1) Delta Dental of Washington, Plan C – Option 2 (County-selected base dental plan)
    - (2) Delta Dental of Washington, Plan D – Option 4
    - (3) Willamette Dental
  - b. **Dental Insurance Contributions:** The County will make monthly contributions to dental insurance premiums as indicated below.
    - (1) The County will pay ninety percent (90%) of the monthly rate cost for County-selected dental coverage.
    - (2) The County-selected, base dental plan will provide substantially similar benefits to those provided by the Washington Dental Service (WDS) plan C – Option 2 (\$1,000 a year maximum benefit). Other dental plans may also be offered and, if selected, Employees will

be responsible to pay the difference, through payroll deduction, for any buy-up plan which they select.

- (3) All regular, full-time and part-time employees will participate in a county-sponsored dental plan.
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 Insurance:** Employees may enroll themselves and dependents in optional life insurance plans, or other optional benefits, at their own expense.
7. **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.
8. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.
9. **WA Paid Family and Medical Leave:** Effective January 2019, the County will contribute the employer portion of the premium for the WA Paid Family and Medical Leave mandated under RCW 50A.04.
10. **HRA VEBA:** Mandatory Employee Contributions (no individual elections permitted): The Employer and Association agree that the Association's compensation package will be changed in accordance with Appendix D, HRA VEBA.

## **SECTION I – RETIREMENT**

Employer shall make whatever employer retirement contributions are required to be made by statute.

## **SECTION J – HOURS OF WORK**

1. Employees covered by this Agreement shall work shifts as may be assigned from time to time by the Sheriff or his designee and shall be subject to call in for any emergency while off duty.
2. Employees covered by this Agreement shall receive a minimum of eight (8) hours rest between changes in shift assignments; **provided**, the eight (8) hours of rest requirement shall not apply for call-in during emergency.



3. Employer shall make every attempt to ensure that employees covered by this Agreement shall not be required to work a shift that is scheduled to rotate through two (2) or more shifts during the normal work week; **provided**, such limitation shall not apply to regular scheduled shift change-over and temporary assignments necessitated by emergencies.
4. The Sheriff shall retain the discretion to implement a four (4) - ten (10) hour work day week for an individual unit, (Example: Detectives/Investigation, Patrol, Traffic, Crime Prevention, warrants, etc.) or, the entire membership represented by the I.U.P.A. The Sheriff shall also retain the discretion to end an individual unit or the entire membership's participation in the four (4) - ten (10) hour work day week and return to the five (5) - eight (8) hour work day week. In addition, the Sheriff has the discretion to implement other alternate work schedules, such as the eight (8) – nine (9) hour/one (1) – eight (8) hour/flex day schedule for an individual unit.

Employees assigned to a four (4) - ten (10) hour workday week shall abide by the terms of this amendment. Employees who are assigned to a four (4) - ten (10) hour workday week and subsequently are reassigned to a five (5) - eight (8) hour workday week shall abide by the terms of the general agreement from the effective reassignment day.

5. Meal Periods. Employees will have a paid, one-half (1/2) hour meal period in recognition that they are not guaranteed an uninterrupted meal period.
  - a. In lieu of providing a mid-shift meal, all Corrections Lieutenants will receive twenty dollars (\$20.00) per pay period, subject to applicable payroll taxes and deductions. If an employee's assigned duties take him/her out of Kitsap County during the employee's mid-shift meal break (i.e. lunch), the employee may submit a receipt for reimbursement of that meal in accordance with the IRS lunch per diem rate.

## **SECTION K – OVERTIME**

1. Overtime shall mean that time an employee works on his/her day off, in excess of his/her regularly scheduled shift, or in excess of 171 compensated hours in a twenty-eight (28) day work cycle. Both parties acknowledge that the County has elected the 7(k) exemption under the Fair Labor Standards Act for the purposes of determining overtime compensation under the FLSA.
2. All overtime must be authorized in advance by the Sheriff or his designee, except in cases of emergency.
3. Employees required to work overtime shall be compensated therefore, by, at the option of the individual, receiving one and one-half (1-1/2) times the employee's hourly rate, or of accruing one and one-half (1-1/2) hours of compensatory time off, for each hour of overtime worked; **provided**, that any earned compensatory

time off shall be scheduled by mutual agreement of the employee and Employer or such time shall be paid by the Employer; **provided further**, the maximum accrual of compensatory time shall not exceed eighty (80) hours. Overtime shall be rounded to the nearest fifteen (15) minutes.

4. Employees shall notify the Sheriff or his designee of his/her decision to accrue compensatory time off or paid compensation at the overtime rate, when advised of his/her overtime duties.
5. Employees, who have completed their scheduled work shift or are on vacation or days off, who are subpoenaed to give testimony in court about events arising out of their employment, or are required by the Sheriff, or his designee, to report back to work, shall receive a minimum of three (3) hours pay at the applicable overtime rate. This provision applies to any scheduled court appearance unless the employee is advised by 5:30 P.M. the previous day that they are released from the subpoena.
6. Non-mandatory training requested by and approved for an employee shall not be considered in calculating overtime.

#### **SECTION L – LAW ENFORCEMENT OFFICERS' LIABILITY**

If an action or proceeding for damages is brought against an employee and Kitsap County determines that the action or proceeding for damages arises from acts or omissions made in the good faith performance of the employee's official duties, then the County will provide a defense of the action or proceeding for the employee. A determination by the County will be made in the manner and means and to the extent provided by Ordinances 116-A-1991 and 116-B-2000.

#### **SECTION M – OUT-OF-CLASS PAY**

If an employee is assigned in writing to perform all of the duties of a higher-level job classification for two weeks or more, the employee shall receive an additional five percent (5%) for the hours worked in the higher-level job classification.

#### **SECTION N – BILINGUAL PAY**

An employee assigned as a Bilingual Interpreter shall receive an additional two percent (2%), based on the employee's hourly regular rate of pay. To be assigned as a Bilingual Interpreter, an employee must be certified in accordance with certification requirements determined by the Sheriff or designee, and must be re-certified every three (3) years.

The parties will determine the languages for which a Bilingual Interpreter is necessary and memorialize such agreement in a separate Memorandum of Understanding.

## **SECTION O – DEFERRED COMPENSATION**

Effective the first day of the first full pay period following execution of this agreement:

1. Employees who have completed less than twenty (20) years of service with the Employer: Upon written request by an employee covered by this Agreement, the Employer shall match the employee's payroll deduction into a State DCP deferred compensation account, in an amount not to exceed one percent (1.0%) of the employee's base monthly pay rate.
2. Employees who have completed twenty (20) or more years of service with the Employer: In lieu of the matching deferred compensation provided in sub-section 1. above, the Employer shall contribute into a State DCP deferred compensation account an amount equal to one percent (1.0%) of the employee's base monthly pay rate.

## **SECTION P – EDUCATION INCENTIVE**

Any education incentives agreed to by the Patrol Deputies will be effective for the Patrol Lieutenants at the same time that they become effective for the Patrol Deputies' unit ("Deputy Sheriff's Guild").

Any education incentives agreed to by the Corrections Officers' Guild and Correction Sergeants bargaining units will be effective for the Corrections Lieutenants at the same time they become effective for both units. In the event that the Correction Officers' Guild and the Correction Sergeants bargaining unit agreements reflect a different premium rate for any education incentive, the Correction Lieutenants will be the same premium rate as the Correction Sergeants bargaining unit.

## **ARTICLE III – LEAVE SCHEDULE AND ACCRUALS**

### **SECTION A – HOLIDAYS**

1. The Employer shall observe the following twelve days as paid holidays.

#### **COMMONLY CALLED**

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	

Juneteenth  
Independence Day  
2 Floating Holidays

The day following Thanksgiving Day  
Christmas Day

2. If one of the holidays above is celebrated on an employee's regularly scheduled day off, the employee shall receive eight (8) hours of annual leave; **provided**, an employee assigned to work ten (10) hour shifts shall receive ten (10) hours of annual leave. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of vacation leave, or ten (10) hours of pay at their base hourly rate of pay if the employee is assigned to work ten (10) hour shifts.
3. Except as provided in subsection 4 below, if an employee elects to work on one of the above holidays (upon prior notification with KCSO supervisor), the employee, in lieu of receiving the holiday off with pay, shall receive eight (8) hours of annual leave, or ten (10) hours of annual leave if the employee is assigned to work ten (10) hour shifts, and shall receive their regular rate of pay for each hour actually worked on such holidays. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of annual leave, or ten (10) hours of pay at their base hourly rate of pay if the employee is assigned to work ten (10) hour shifts.
4. If an employee is required to work on one of the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Veteran's Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

the employee, in lieu of receiving the holiday off with pay, shall receive eight (8) hours of annual leave, or ten (10) hours of annual leave if the employee is assigned to work ten (10) hour shifts, and he/she shall be paid at the following premium rates:

- a. For regular shift hours, employees shall be paid at one and one-half times their regular rate of pay for all hours worked;
- b. For all hours worked in an overtime capacity, employees shall be paid at two times their regular rate of pay; provided, this section represents employees' full compensation owed under this Section and under Article II, Section K – Overtime of this Agreement.
- c. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of vacation leave, or ten (10) hours of pay at their base hourly rate of pay if the employee is assigned to work ten (10) hour shifts.

5. Employees shall receive two floating holidays, in addition to the holidays listed above. The employees shall receive sixteen (16) hours of annual leave for the floating holiday in the first full pay period of January of each calendar year.
6. 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 – ANNUAL LEAVE**

1. Annual leave with pay shall be earned by full time employees as follows:

Upon employment .....80 hours per year (6.67 hrs./mo.)  
 Upon completion of five (5) years of employment ..... 160 hours per year (13.33 hrs./mo.)  
 Upon completion of ten (10) years of employment ..... 190 hours per year (15.83 hrs./mo.)  
 Upon completion of fifteen (15) years employment ..... 220 hours per year (18.33 hrs./mo.)

- a. All lieutenants who have exceeded the ten (10) years of service category as of January 1, 1999 shall not have their annual leave reduced. They shall be awarded annual leave as follows: 10 (ten) to fifteen (15) years of service at 200 hours per year (16.67 hour per month) and for those who currently have over fifteen (15) years of service their annual leave shall remain at two hundred forty (240) hours per year (20 hours per month).
- b. Effective the first full pay period following execution of this agreement, for purposes of calculating annual leave accrual rates, the Employer will recognize the employee’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.
2. Employees shall attempt to use annual leave during the year in which it is earned. No more than three hundred sixty (360) hours of annual leave may be carried from one calendar year to the next.
3. Upon separation of any employee by retirement, resignation with two weeks’ notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation.
  - a. **Retirement:** Annual Leave pay-out shall be made in accordance with Appendix D, HRA VEBA.
4. Employees’ requests for annual leave shall be submitted to their immediate supervisor for approval. No leave will be approved unless earned, and to be approved, leave must be taken at a time when it will not impair the efficiency of working units. If the Sheriff or designee determines that the nature of the work is

such that no employees or a limited number of employees may be on leave at a given time, the Sheriff or designee may establish non-leave or restricted leave periods. In addition, with thirty days' notice, the Sheriff or designee may limit the number of annual leave slots available for any given unit during designated training days.

5. Employees shall be eligible to participate in the Kitsap County Annual Leave Donation Program consistent with Appendix B of the Kitsap County Personnel Manual.

## **SECTION C – SICK LEAVE**

1. Sick leave shall accumulate at the rate of ten (10) hours, for each full month of employment. Except; those employees who as of January 1, 2001, received twelve (12) hours for each full month of employment shall continue at that rate of accrual. Provided, not more than one thousand two hundred (1200) hours may be carried from one calendar year to the next.
2. Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030.
3. Any sickness or injury for which an employee desires to take sick leave shall be immediately reported to the Sheriff or designee. The employee's immediate supervisor must approve sick leave. If the employee is incapacitated or physically unable to contact his or her supervisor, the employee will contact his or her supervisor as expeditiously as possible.
4. Compensation for Accrued Sick Leave for PERS-Eligible Employees.  
Upon retirement, the employees covered under the Public Employees Retirement System (PERS) shall receive payment for 50% of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. All sick leave taken shall reduce the sick leave most recently accrued. If at any time the balance of an employee's sick leave accrued prior to January 1, 1984 is reduced, it may not be replenished for the purposes of sick leave payout. Upon the death of an employee covered under the PERS system, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the employee's base rate of pay at the time of death. Sick Leave payment shall be made in accordance with Appendix D, HRA VEBA.
5. Compensation for Accrued Sick Leave for LEOFF-Eligible Employees.  
Upon retirement, employees who are members of the Law Enforcement Officers' and Firefighters Retirement Plan (LEOFF) will receive payment for fifty (50) percent of accumulated sick leave based upon the rate of pay at the time of retirement. The total payment of eligible sick leave cash-out upon retirement shall be made in accordance with Appendix , HRA VEBA. Upon the death of an employee covered under the LEOFF system, the employee's beneficiary will

receive payment for all accumulated sick leave based upon the employee's base rate of pay at the time of death.

6. Employees separated from employment for reasons other than retirement or death, do not receive sick leave pay. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio. (As an example, if the employee earned twelve (12) days of sick leave in a calendar year and used no sick leave, they could convert the twelve (12) days to 1.2 days of annual leave). If an employee chooses to convert sick leave, the annual leave must be used within the calendar year. Under no circumstances shall an employee receive cash payment for converted leave on the books. Employees must submit requests for conversion to the employing department on or before January 31.

## **SECTION D – BEREAVEMENT LEAVE**

Bereavement leave with pay shall be 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

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

## **ARTICLE IV – FUTURE NEGOTIATIONS**

1. Negotiations on proposed amendments to this Agreement may be had at any time by mutual agreement of I.U.P.A. and Employer. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiation.
2. On or before July 1, 2022, the I.U.P.A. and Employer shall meet to discuss and negotiate a successor agreement. Each party is encouraged to submit to the other written proposals for a successor agreement, and to diligently investigate and analyze proposals submitted by the other. The parties shall meet as frequently as necessary to reach agreement. Both I.U.P.A. and Employer pledge to bargain and negotiate in good faith.

**ARTICLE V – TERM**

Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect on the date of execution of this Agreement by I.U.P.A. and the Employer and shall remain in full force and effect through December 31, 2022.

DATED this 12<sup>th</sup> day of April 2022.

**INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA), LOCAL 7408**

*Joshua Miller*  
Josh Miller, President

DATED this 13<sup>th</sup> day of April 2022.

**KITSAP COUNTY SHERIFF'S OFFICE**

*John Gese*  
John Gese, Sheriff

DATED this 20<sup>th</sup> day of April 2022.

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

*E. E. Wolfe*  
EDWARD E. WOLFE, Chair

*Charlotte Garrido*  
CHARLOTTE GARRIDO, Commissioner

**NOT PRESENT**

ROBERT GELDER, Commissioner



ATTEST:  
*Dana Daniels*  
Dana Daniels, Clerk of the Board



## **APPENDIX A - LIEUTENANT BILL OF RIGHTS**

### **A. General Procedures**

1. A relationship of trust and confidence between employees of the Kitsap County Sheriff's Office Lieutenant Association and their employer is essential to effective law enforcement. Lieutenants must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner without fear of reprisal. Law enforcement officers are obligated to respect the rights of all people, and the employer is obligated to respect the rights of its employees.

2. It is essential that public confidence be maintained in the ability of the employer to investigate and properly adjudicate complaints against its employees. Additionally, the employer has the right and the responsibility to seek out and discipline those whose inappropriate conduct impairs the effective operation of the employer. The rights of the employee, the employer, as well as those of the public, must be protected. In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters in which an employee will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action involving a loss of pay against him or her, she/he will be afforded the safeguards set forth in this Appendix.

3. Whenever the employer decides to initiate an investigation that may lead to disciplinary action involving a loss of pay, the employer shall promptly provide the employee notice of the investigation. Such notice will include a description of the general nature of the complaint unless such notice would endanger the investigation.

4. The employee will be informed in writing not less than forty-eight (48) hours prior to conducting an investigatory interview, that the employee is a subject in an inquiry that may lead to disciplinary action that involves a potential loss of pay. Further, the employee will be informed of the nature of the investigation and provided a summary of the factual allegation(s) sufficient to reasonably apprise the employee of the nature of the charge. Upon request, the employee shall be afforded the opportunity to consult with an Association representative. Up to two Association representatives may be present at the interview and to participate to the extent allowable by law. The interview may not be unduly delayed awaiting an unavailable Association representative when other Association representatives are available.

5. The employee under such investigation shall be informed of the name of the person in charge of the investigation and the name of questioners, and all other persons to be present during the questioning. The employee shall be informed of what investigative section the investigator represents.

6. When possible, the questioning shall be conducted at a reasonable hour, preferably at time when the employee is on duty or during the normal waking hours for

the employee, unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular employer procedures.

7. Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Persons being questioned shall be allowed to attend to their own personal physical necessities whenever reasonably possible.

8. The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which she/he is entitled under the collective bargaining agreement, and Sheriff's Office rules and regulations. Prior to any questioning where the employee is the focus of an administrative investigation, the employee shall be advised of the following:

You are about to be questioned as part of an administrative investigation being conducted by the Kitsap County Sheriff's Office. You are hereby ordered to answer the questions that are put to you that relate to your conduct and/or job performance, and to cooperate with this investigation. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.

9. Employees shall not be subjected to any offensive language, nor shall investigators make promises or threats as an inducement to answer questions.

10. The employer shall not require employees being questioned to be subjected to visits by the press or news media, nor shall their home address be given to the press or news media without the employee's express consent.

11. The complete questioning of an employee may be recorded by the employer, the employee, and/or the employee's representative. If a tape recording is made of the questioning, upon request, the employee shall be given a copy of any tape recording in which they participated. Tape-recordings will be made if the interviewee consents to such tape-recording, in accordance with state law. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded.

12. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays. Any unexplained or unreasonable delay shall be rebuttably presumed to have prejudiced the accused's ability to defend himself or herself against the resulting charges. In general, the employer shall provide the employee notice that it contemplates issuing disciplinary action within ninety (90) days after it receives the initial complaint about the employee's actions or inactions unless circumstances exist

requiring the investigation to take longer. After ninety (90) days have elapsed from the receipt of the initial complaint, the Employer shall notify the employee and the Association of the following facts: (a) when the employer anticipates completing the investigation; (b) a general description of the investigation's status. Subsequently, if the employer realizes that it will not complete the investigation within the time it has specified, the employer shall notify the employee and the Association of the information required herein.

13. Upon completion of the administrative investigation and the Employer's review of the case, the employee under investigation shall be informed of the results, *i.e.*, whether the complaint was not accepted, exonerated, unfounded, not sustained, sustained or other misconduct found.

**B. When the investigation results in departmental charges being filed**

After the investigation is completed and the findings are that the complaint has been sustained or other misconduct found, the employee will be furnished with a copy of the report(s) of the investigation that will contain all known material facts of the matter. The employee shall be advised of the investigation's findings and any future action to be taken on the incident.

**C. Use of Lethal Force**

When an employee, whether on or off duty, uses lethal force the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The employee may be asked, however, to answer voluntarily questions soliciting information pertaining to officer and/or public safety. Employees involved in the use of lethal force shall be allowed to consult with an Association representative or attorney prior to being required to provide a statement regarding that use of lethal force. The affected employee may waive the requirement to wait forty-eight (48) hours. Nothing in this section, however, shall be construed as authority for compelling an officer to prepare a response. Whether the officer is ordered to prepare a response will depend upon the circumstances of the particular situation, including whether the officer is the subject of a criminal investigation.

**D. Personnel Records.**

1. The personnel file shall be considered the official record of an employee's service. Employees shall be provided a copy of all material in their personnel file, upon request. The personnel file shall not include records of counseling sessions, verbal reprimands, and administrative investigation reports except those in support of discipline at the level of a written reprimand or higher. The employer shall give the employee a copy of discipline-related documents or evaluations that will be placed into his or her personnel file. The employee has a right to attach statements in rebuttal or explanation to those documents.

2. Employee personnel files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file will be limited to the employee, his/her representative with written authorization, officials of the County and Sheriff's Office, and other persons or agencies as may be allowed under state law.

3. The employer shall disclose information in personnel files in accordance with state law. Prior to disclosing personnel file documents (other than employment verification information) the Employer will give the affected bargaining unit member notification of the request. If the Employer believes that the document(s) is subject to disclosure, it will notify the employee. The affected bargaining unit member shall have ten (10) working days to provide the Employer any reason for not releasing the requested document(s) and/or to give the employee an opportunity to prevent the release at the expense of the Association or the employee prior to releasing the requested documents. The employee may waive the notice requirement.

4. Only one official personnel file shall be maintained on a bargaining unit member, though a copy of the file may be maintained at the Sheriff's Office. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on a bargaining unit member's job performance or a supervisory working file. For purposes of this section a "supervisory working file" consists of material relevant to the preparation of the employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, or other records related to an employee's performance. Supervisors will maintain the file with documents from the previous year plus the current evaluation year. 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.

5. Nothing herein shall be construed as limiting any rights the Association has under the law to access to records.

#### **E. DISCIPLINE.**

1. Prior to making a final determination of disciplinary action involving loss of pay, a meeting will be conducted between a representative of the Employer and the impacted employee. The Employer will notify the employee in writing of the contemplated discipline and provide the employee with a copy of the completed investigative report.

2. The employee will have a minimum of three (3) working days to review the case. This period may be extended if the employee has legitimate justification for an extension.

3. A conference meeting shall be conducted following the three (3) working day review period, unless an extension has been granted. The employee will be afforded the opportunity to present any mitigating evidence he/she deems pertinent; the employee may submit the information orally or in writing. The session may be tape-

recorded by either party provided all participants and the employee consent, in accordance with state law requirements. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded. Upon request, the employee shall be given a copy of any tape-recording made by the employer. The employee may be represented at the conference by his/her Association representative(s), the total not to exceed two (2) people for the employee.

4. Following a consideration of any additional information provided by the impacted employee, the final determination will be made. The employee will be notified in writing of the final determination and provided with a copy of any additional documents generated through the due process meeting process.

**APPENDIX B - CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY**

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**CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY  
FOR  
KITSAP COUNTY PEACE OFFICERS**

I. PREAMBLE

WHEREAS, peace officers are vested with a public trust which requires that they consistently demonstrate the highest degree of integrity and good moral character; and

WHEREAS, the need to maintain high standards of moral character, integrity, knowledge, and trust requires the establishment of a Code of Professional Conduct and Responsibility for Peace Officers as a matter of the highest significance to the health, welfare, and safety of the citizens of this state; and

WHEREAS, the establishment of a Code of Professional Conduct and Responsibility for Kitsap County Peace Officers, which includes Canons of Ethics, minimum standards, and rules of professional conduct, requires the granting of authority to enforce these rules of professional conduct through disciplinary action as necessary for the protection of the health, welfare, and safety of the public;

BE IT RESOLVED that the need to maintain high standards of moral character, integrity, knowledge, and trust require that peace officers establish and conform to a Code of Professional Conduct and Responsibility for Kitsap County Peace Officers.

I. GENERAL STATEMENT

Peace officers are granted a public trust which requires that they consistently demonstrate the highest degree of integrity. To be worthy of this public trust, and to ensure that their professional conduct is above reproach, members of the peace officer profession must not only conform to a Code of Ethics but must also abide by these Canons of Ethics, Ethical Standards, and Disciplinary Rules which constitute this Code of Professional Conduct and Responsibility as a means of internal regulation.

The essence of a profession requires that in addition to prescribing a desired level of performance, it must establish minimum standards of ethical conduct with prescribed rules for internal discipline to ensure compliance. Accordingly, this Code of Professional Conduct and Responsibility is established for the peace officer profession.

The rules of professional conduct enumerated in Section IV shall be binding upon all peace officers. The violation of these rules constitutes unprofessional conduct, and shall be grounds for disciplinary action, ranging from verbal reprimand to termination.

## II. DEFINITIONS

This Code of Professional Conduct and Responsibility for Kitsap County Peace Officers is comprised of nine Canons of Ethics, with expository statements in the form of Ethical Standards, Disciplinary Rules, and Enforcement Procedures. Following are definitions of these terms, as used in the context of the code.

- A. *“Peace officer”* means a regular employed and full-time sheriff, undersheriff, or deputy sheriff of Kitsap County.
- B. *“Canons”* are statements of axiomatic norms, expressing in general terms the standards of professional conduct expected of peace officers in their relationship with the public, the criminal justice system, and the peace officer profession. They embody the general concepts from which the Ethical Standards and the Disciplinary Rules are derived.
- C. *“Ethical Standards”* are directional statements that represent the objectives toward which every peace officer shall strive. They constitute a body of principles that can be relied upon by the peace officer for guidance in specific situations.
- D. *“Disciplinary Rules”* are mandatory precepts that specify an unacceptable level of conduct for all peace officers, regardless of their rank or the nature of their assignment. Any peace officer that violates any rule shall be guilty of unprofessional conduct, and shall be subject to disciplinary action. Violation of disciplinary rules requires appropriate adjudication through a continuum of disciplinary action, ranging from oral reprimand to termination and/or criminal prosecution of other administrative action sanctioned by law, as dictated by the individual case.
- E. *“Enforcement Procedures”* prescribes the fundamental rights of an accused officer which shall be adhered to in each and every disciplinary investigation or proceeding against the officer. This does not preclude an employing agency from establishing a more comprehensive procedure, but serves to guarantee to each peace officer a minimum procedure that ensures fair and just treatment.
- F. *“Administrative investigation”* is an investigation conducted to determine whether or not an officer has violated any provision of this code, or an agency rule or regulation; or whether an officer is impaired or unfit to perform the duties and responsibilities of a peace officer.



- G. *“Formal discipline”* refers to the final adjudication of administrative or disciplinary charges. Formal discipline shall be deemed final only after an officer has exhausted or waived all legal remedies available and actual discipline has been invoked.

III. PEACE OFFICER CANNONS OF ETHICS  
With  
ETHICAL STANDARDS and DISCIPLINARY RULES

CANON ONE

PEACE OFFICERS SHALL UPHOLD THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF THE STATE OF WASHINGTON, AND ALL LAWS ENACTED OR ESTABLISHED PURSUANT TO LEGALLY CONSTITUTED AUTHORITY.

ETHICAL STANDARDS

- STANDARD 1.1 Peace officers shall recognize that the primary responsibility of their profession and of the individual officer is the protection of the people within the jurisdiction of the United States through upholding of their laws. The most important of which are the Constitution of the United States and the Constitution of the State of Washington.
- STANDARD 1.2 Peace officers shall be aware of the extent and the limitations of their authority in the enforcement of the law.
- STANDARD 1.3 Peace officers shall apply themselves to the diligent study of the principles and new enactment’s of the laws they enforce.
- STANDARD 1.4 Peace officers shall be responsible for keeping abreast of current case law as applied to their duties.
- STANDARD 1.5 Peace officers shall endeavor to uphold the spirit of the law, as opposed to enforcing merely the letter of the law.
- STANDARD 1.6 Peace officers shall respect the dignity and the human rights of all individuals, and shall uphold the Constitutional rights of all persons.

DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct

whenever:

- RULE 1.1 they knowingly violate the Constitutional rights of any person.
- RULE 1.2 they willfully fail to take action under circumstances in which it is clearly within their scope of duties and ability to protect the Constitutional rights of another and is consistent with their training.
- RULE 1.3 they demonstrate by their performance, either by acts of commission or omission, that they lack sufficient knowledge of the law to properly perform their duties.
- RULE 1.4 they willfully abuse their authority.
- RULE 1.5 they willfully fail to take action in the enforcement of legally enacted laws under circumstances in which refusal to take action would be considered an abuse of police power.

## CANON TWO

PEACE OFFICERS SHALL BE AWARE OF AND SHALL UTILIZE PROPER AND ETHICAL PROCEDURES IN THE DISCHARGE OF THEIR OFFICIAL DUTIES AND RESPONSIBILITIES.

## ETHICAL STANDARDS

- STANDARD 2.1 Peace officers shall be aware of their lawful authority to use that force reasonably necessary in securing compliance with their lawful enforcement duties.
- STANDARD 2.2 Peace officers shall truthfully, completely, and impartially report, testify, and present evidence in all matters of an official nature.
- STANDARD 2.3 Peace officers shall follow legally sanctioned practices in such areas as interrogation, arrest or detention, searches, seizures, use of informants, and collection and preservation of evidence.
- STANDARD 2.4 Peace officers shall follow the principles of integrity, fairness, and impartiality in connection with their duties.

## DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 2.1 they willfully use excessive force under color of authority.
- RULE 2.2 they willfully fail to use or attempt to use that force or restraint reasonably required under the circumstances.
- RULE 2.3 they exhibit cowardice in the performance of their duties.
- RULE 2.4 they knowingly, with intent to deceive or misrepresent, omit relevant facts or otherwise falsify an official report.
- RULE 2.5 They knowingly, with intent to deceive or misrepresent, omit relevant facts or otherwise falsify information, testimony, or evidence, which they provide in their official capacity.
- RULE 2.6 they willfully allow expediency to replace compliance with lawfully required procedures.
- RULE 2.7 they willfully fail to deal fairly and impartially with those whom they contact in their official capacity.

### CANON THREE

PEACE OFFICERS SHALL REGARD THE DISCHARGE OF THEIR DUTIES AS A PUBLIC TRUST AND SHALL RECOGNIZE THEIR RESPONSIBILITIES TO THE PEOPLE WHOM THEY ARE SWORN TO PROTECT AND SERVE.

### ETHICAL STANDARDS

- STANDARD 3.1 Peace officers, as professionals, shall maintain an awareness of those factors affecting their responsibilities.
- STANDARD 3.2 Peace officers, during their tour of duty, shall diligently devote their time and attention to the effective and professional performance of their responsibilities.
- STANDARD 3.3 Peace officers shall ensure that they are prepared for the effective and efficient undertaking of their assignment.
- STANDARD 3.4 Peace officers shall maximize the use of the equipment and material available to them.
- STANDARD 3.5 Peace officers shall be prepared to and shall respond effectively to the exigencies of their office.
- STANDARD 3.6 Peace officers, with due regard for compassion, shall maintain an

objective and impartial attitude in official contacts.

STANDARD 3.7 Peace officers shall not allow their personal convictions, beliefs, prejudices, or biases to interfere unreasonably with their official acts or decisions.

STANDARD 3.8 Peace officers shall recognize that their allegiance is first to the People, then to their profession and the governmental entity or agency that employs them.

### DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

RULE 3.1 they willfully fail to devote reasonable efforts to accomplish their assigned mission.

RULE 3.2 they willfully use on-duty time for private business, personal pursuits, or other activities not related to official duties.

RULE 3.3 they willfully fail to accept the lawful duties and responsibilities directly related to their assigned tasks.

RULE 3.4 they fail to make a reasonable effort to maintain the physical condition, mental condition, or knowledge necessary for the effective performance of official duties.

RULE 3.5 they willfully misuse, misappropriate, or waste equipment or material.

RULE 3.6 they willfully fail to care for or utilize properly the equipment or material available to them.

RULE 3.7 they willfully fail to remain alert and prepared to respond to any requirement of their position, whether by directed or self-initiated activity.

RULE 3.8 they knowingly allow personal convictions, values, beliefs, prejudices, or biases to interfere unreasonably with their lawful and ethical responsibilities as peace officers.

## CANON FOUR

PEACE OFFICERS WILL SO CONDUCT THEIR PUBLIC AND PRIVATE LIFE THAT THEY EXEMPLIFY THE HIGH STANDARDS OF INTEGRITY, TRUST, AND MORAL TURPITUDE DEMANDED OF A MEMBER OF THE PEACE OFFICER PROFESSION.

### ETHICAL STANDARDS

- STANDARD 4.1 Peace officers shall refrain from consuming intoxicating beverages to the extent that it results in impairment which brings discredit upon the profession or their employing agency, or renders them unfit for their next tour duty.
- STANDARD 4.2 Peace officers shall not consume intoxicating beverages while on duty, except to the degree permitted in the performance of official duties, and under no circumstances while in uniform.
- STANDARD 4.3 Peace officers shall not use any narcotics, hallucinogens, or any other controlled substances except when legally prescribed. When such controlled substances are prescribed, officers shall notify their superior officer of any limitations resulting from such use, as well as the expected duration of its use, prior to reporting for duty.
- STANDARD 4.4 Peace officers shall not engage in off-duty conduct that has reasonably foreseeable adverse effects on the Sheriff's Office reputation and/or on its ability to carry out its mission, and/or renders the officers unable to perform their duties.
- STANDARD 4.5 Peace officers shall not undertake any financial obligations which they know or reasonably should know they will be unable to meet, and shall pay all just debts when due.
- STANDARD 4.6 Peace officers shall not engage in illegal political activities.
- STANDARD 4.7 Peace officers shall not permit or authorize for personal gain the use of their name or photograph and official title identifying them as peace officers in connection with testimonials or advertisements for any commodity, commercial enterprise, or commercial service which is not the product of the officer involved.
- STANDARD 4.8 Peace officers shall not engage in any activity which would create a conflict of interest, or would be in violation of any law.

- STANDARD 4.9 Peace officers shall at all time conduct themselves in such a manner that they do not bring discredit to the peace officer profession or their employing agency.
- STANDARD 4.10 Peace officers shall not manifest disrespect or insolent, mutinous, or other insubordinate attitude or conduct, either by action, speech or behavior.
- STANDARD 4.11 Peace officers shall conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow officers, superiors and subordinates.
- STANDARD 4.12 Peace officers shall not engage in any strike, work obstruction or abstention, in whole or in part, from the full, faithful and proper performance of their assigned duties and responsibilities, except as authorized by law.
- STANDARD 4.13 Peace officers shall maintain a neutral position with regard to the merits of any labor dispute, political protest, or other public demonstration, while acting in an official capacity.

#### DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 4.1 they consume intoxicating beverages to the extent that it results in impairment which brings discredit upon the profession, or their employing agency, or renders them unfit for their next tour of duty.
- RULE 4.2 they consume intoxicating beverages when in uniform.
- RULE 4.3 they consume intoxicating beverages while on duty, except in the performance of official duties.
- RULE 4.4 they use any controlled substances not legally prescribed; or, when controlled substances are prescribed, they fail to notify their superior prior to reporting for duty of any limitations resulting from such use, as well as the expected duration of its use.
- RULE 4.5 they engage in any conduct in their personal or business affairs which adversely affects their performance, or brings discredit to the peace officer profession or their employing agency.

- RULE 4.6 they undertake any financial obligation which they know, or reasonably should know they will be unable to meet, and they fail without just cause to pay all debts when due.
- RULE 4.7 they engage in any illegal political activities.
- RULE 4.8 they permit or authorize for personal gain the use of their name or photograph and official title identifying them as officers, in connection with testimonials or advertisements of any commodity or commercial enterprise which is not the product of the officer involved.
- RULE 4.9 they recommend to the public in any manner, when acting in their official capacity, the employment or procurement of a particular product, professional service, or commercial service with the intent to further the interests of one vendor over another, or to receive personal gain.
- RULE 4.10 they willfully engage in any activity which constitutes a conflict of interest or is in violation of any law.
- RULE 4.11 they engage in conduct unbecoming.
- RULE 4.12 they accept extra-departmental employment or participate in the management, operation, or ownership of any business or enterprise which conflicts with their responsibilities and obligations to the employing agency, or adversely affects their efficiency or effectiveness in the performance of official duties.
- RULE 4.13 they willfully refuse, fail to obey, or otherwise manifest an insubordinate attitude toward any lawful and proper order.
- RULE 4.14 they manifest disrespect, insolence, or mutinous conduct either by action, speech, or behavior.
- RULE 4.15 they fail to conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow officers, superiors, and subordinates.
- RULE 4.16 they willfully engage in any strike, work obstruction or abstention, in whole or in part, from the full, faithful and proper performance of their assigned duties and responsibilities, except as provided by law.
- RULE 4.17 they fail to maintain a neutral position with regard to the merits of any labor dispute, political protest, or other public demonstration, while acting in an official capacity.

## CANON FIVE

PEACE OFFICERS SHALL RECOGNIZE THAT OUR SOCIETY HOLDS THE FREEDOM OF THE INDIVIDUAL AS A PARAMOUNT PRECEPT, WHICH SHALL NOT BE INFRINGED UPON WITHOUT LEGAL, JUST, OR NECESSARY CAUSE.

### ETHICAL STANDARDS

- STANDARD 5.1 Peace officers shall not restrict the freedom of individuals, whether by detention or arrest, except to the extent necessary to legally and reasonably apply the law.
- STANDARD 5.2 Peace officers shall recognize the rights of individuals to be free from capricious or arbitrary acts which deny or abridge their fundamental rights as guaranteed by law.
- STANDARD 5.3 Peace officers shall not use their official position to detain any individual, or to restrict the freedom of any individual, except in the manner and means permitted or prescribed by law.

### DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 5.1 they abuse the authority vested in them by willfully restricting the freedom of any person without legal justification.
- RULE 5.2 they act in an arbitrary manner to deny any person a fundamental right without legal justification, whether through direct action or by refusing to act in a reasonable manner to protect a person whose rights are being denied.
- RULE 5.3 they use their official position to detain, or to restrict the freedom of any individual, by a method or means that is contrary to law.

## CANON SIX

PEACE OFFICERS SHALL ASSIST IN MAINTAINING THE INTEGRITY AND COMPETENCE OF THE PEACE OFFICER PROFESSION.



## ETHICAL STANDARDS

- STANDARD 6.1 Peace officers shall recognize that every person in our society is entitled to professional, effective, and efficient law enforcement services.
- STANDARD 6.2 Peace officers shall comport themselves so as to set exemplary standards of performance for all law enforcement personnel.
- STANDARD 6.3 Peace officers shall maintain the integrity of their profession through complete disclosure of those who violate any of these rules of conduct, violate any law or who conduct themselves in a manner which tends to discredit the profession.
- STANDARD 6.4 Peace officers shall have responsibility for reporting to proper authorities any known information which would serve to disqualify candidates from transferring within or entering the profession.
- STANDARD 6.5 Peace officers shall be responsible for maintaining a level of education and training that will keep them abreast of current techniques, concepts, laws, and requirements of the profession.
- STANDARD 6.6 Chief executive peace officers shall accept the responsibility of utilizing all available resources and the authority of their office to maintain the integrity of their agency and the competency of their officers. These Canons, Ethical Standards, and Disciplinary Rules shall apply to all peace officers of a duly constituted political entity, from the chief administrator to the most junior of officers.
- STANDARD 6.7 Peace officers shall assume a leadership role in furthering their profession by encouraging and assisting in the education and training of other members of the profession.

## DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 6.1 they willfully fail to expend the required effort in the provision of services, whatever the status of the recipient.
- RULE 6.2 they willfully fail to maintain or demonstrate the degree of competency expected of a peace officer.

- RULE 6.3 they knowingly fail to disclose or report to proper authority those officers who are incompetent, in circumstances in which the incompetence puts the public, fellow officers, or the officer him/herself in jeopardy, dishonest or in willful violation of any of these rules or standards of professional conduct.
- RULE 6.4 they knowingly fail to disclose or report to proper authority, or to assist in the exposure of those officers who commit any act which brings discredit to the profession, or who otherwise demonstrates themselves to be unsuited for the profession.
- RULE 6.5 they knowingly fail to disclose to proper authority any adverse or derogatory information at their disposal which might serve to disqualify any candidate from transferring within or entering the profession.
- RULE 6.6 they demonstrate by their performance a lack of sufficient knowledge of current techniques, concepts, laws and requirements of the profession to properly, efficiently, and effectively perform their duties.
- RULE 6.7 they use their position to exempt themselves from compliance with any law applicable to the general public.
- RULE 6.8 they knowingly fail to report to superiors, or to act within their sphere of responsibility to correct, through training and education, officers deficient in their performance.
- RULE 6.9 they, as chief executive peace officers willfully fail to accept the responsibility of utilizing available resources or fail to assert the authority of their office in maintaining the integrity of their agency and the competency of their officers.

## CANON SEVEN

PEACE OFFICERS SHALL COOPERATE WITH OTHER OFFICIALS AND ORGANIZATIONS WHO ARE USING LEGAL AND ETHICAL MEANS TO ACHIEVE THE GOALS AND OBJECTIVES OF THE PEACE OFFICER PROFESSION.

## ETHICAL STANDARDS

- STANDARD 7.1 Peace officers, within legal and agency guidelines, shall share with personnel both within and outside their agency, appropriate information that will facilitate the achievement of criminal justice goals or objectives.

- STANDARD 7.2 Peace officers, whether requested through appropriate channels or called upon individually, shall render needed assistance to any other officer in the proper performance of their duty.
- STANDARD 7.3 Peace officers shall, within legal and agency guidelines, endeavor to communicate to the people of their community the goals and objectives of the profession, and keep them apprised of conditions which threaten the maintenance of an ordered society.
- STANDARD 7.4 Peace officers shall recognize their role in the criminal justice system and shall accept the responsibility for maintaining liaison, providing assistance, and striving to improve the effectiveness of that system.

### DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 7.1 they willfully fail to render appropriate assistance to any other officer.
- RULE 7.2 they willfully fail to cooperate, within legal and agency guidelines, with personnel of other criminal justice agencies as well as their own.

### CANON EIGHT

PEACE OFFICERS SHALL NOT COMPROMISE THEIR INTEGRITY, OR THAT OF THEIR AGENCY OR PROFESSION, BY ACCEPTING, GIVING, OR SOLICITING ANY GRATUITY.

### ETHICAL STANDARDS

- STANDARD 8.1 Peace officers shall refuse to offer, give, or receive gifts, favors or gratuities, either large or small, which can be reasonably interpreted as capable of influencing official acts or judgments. This standard is not intended to isolate peace officers from normal social practices, or to preclude gifts among friends, associates or relatives, where appropriate.
- STANDARD 8.2 Peace officers shall not consider their badge of office as a license designed to provide them with special favor or consideration.

## DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

RULE 8.1 they offer, give, solicit, or accept any favor or gift of value for their benefit from any person, business, or organization, if it may be reasonably inferred that the person, business, or organization:

- a) Seeks to influence action of an official nature or seeks to affect the performance of an official duty, or
- b) Has an interest that may be substantially affected, either directly or indirectly, by the performance of an official duty.

RULE 8.2 they use their official position for personal or financial gain, or for obtaining privileges not otherwise available to them.

## CANON NINE

PEACE OFFICERS SHALL OBSERVE THE CONFIDENTIALITY OF INFORMATION AVAILABLE TO THEM THROUGH ANY SOURCE, AS IT RELATES TO THE PEACE OFFICER PROFESSION.

## ETHICAL STANDARDS

STANDARD 9.1 Peace officers shall be aware of and shall meticulously observe all legal restrictions on the release and dissemination of information.

STANDARD 9.2 Peace officers shall treat as confidential, the official business of their employing agency, and shall release or disseminate such information solely in an authorized manner.

STANDARD 9.3 Peace officers shall treat as confidential, that information confided to them personally. They shall disclose such information as required in the proper performance of their duties.

STANDARD 9.4 Peace officers shall neither disclose nor use for their personal interest any confidential information acquired by them in the course of their official duties.

STANDARD 9.5 Peace officers shall treat as confidential all matters relating to investigations, internal affairs, and personnel.

## DISCIPLINARY RULES

Peace officers shall be subject to disciplinary action for unprofessional conduct whenever:

- RULE 9.1 they knowingly breach the confidentiality of information by releasing, or allowing to be viewed or used, any official information or reports, except in compliance with the law and regulations of their agency.
  
- RULE 9.2 they willfully fail to disclose to proper authority that confidential information necessary for the proper performance of their duties.

## **APPENDIX C - Employee Volunteer Activities**

### **Purpose**

Kitsap County recognizes that employee involvement in the community is a critical component in the efforts to serve Kitsap's diverse communities well. Therefore, the County encourages employees to make a positive contribution by lending their voluntary support to programs that enrich the quality of life and opportunities for Kitsap residents. This policy establishes guidelines for employees volunteering during scheduled work hours using accrued sick leave. Employees are encouraged to coordinate group volunteer activities as team building experiences.

### **Definitions & Scope:**

1. Volunteer: Defined as an eligible employee who without compensation or expectation of compensation performs a task for an organization authorized by this policy.
2. Eligible Employees: All regular employees who have at least 40 hours of accrued sick leave. Employees cannot go below 40 hours in their sick leave bank when using this benefit.
3. Eligible volunteer service: Only those activities that benefit the institution and the community will be approved for Volunteer Leave. For example, attendance at a PTA meeting or graduation classes or to enroll children in school are not eligible volunteer service. However, assisting teachers by chaperoning on field trips or by assisting in classroom activities are eligible volunteer service.

### **Policy:**

1. Each calendar year, any regular employee may use two days of sick leave to volunteer in either their child's (including grandchild's) school, regardless of location, or in a recognized 501(c)(3) nonprofit organization that provides services to Kitsap County residents.
2. Sick leave for volunteer purposes may be used in half or full day increments.
3. Volunteering for religious or political causes is not an authorized activity within the scope of this policy.
4. Employees are prohibited from utilizing County vehicles and equipment while volunteering.
5. Employees may not volunteer for the County to perform the same type of duties as they perform in their paid positions.
6. Volunteer services must be given freely, without coercion from the County or coworkers.

### **Procedures:**

1. Employees must complete a Volunteer Leave Request Form and submit it their supervisor at least two (2) weeks before the requested time off, whenever possible.
2. Approval is at the discretion of the Employing Official. Office/department coverage and workload will be considering when approving volunteer leave. Volunteer leave will not be approved if granting the leave would cause an employee to have overtime compensation for the week.

## **APPENDIX D - HRA VEBA**

Kitsap County (“Employer”) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees’ Beneficiary Association Trust for Public Employees in the Northwest (“Plan”). The Plan is designed with a variety of coverage options to allow for the maximum benefit permitted by applicable law. Employer agrees to contribute to the Plan on behalf of all employees in the Sheriff’s Office Lieutenant Association (“Group”) defined as eligible to participate in the Plan, in accordance with Plan and regulatory limitations. The Plan must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

The Elections will be in effect from date of implementation through December 31, 2021, unless the parties agree by October 1, 2021 to extend or modify:

1. Mandatory Employee Contributions (no individual elections permitted): The Employer and Association agree that the Association’s compensation package will be changed such that eligible employees shall receive additional benefits in the form of HRA VEBA Plan contributions equal to \$50, which shall be contributed on a bi-weekly basis, and each eligible employee’s salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all Association employees defined as eligible and shall be considered and referred to as Employee contributions.
2. Retirement: Eligibility is limited to employees who are eligible to retire with the Department of Retirement Systems (DRS) during the term hereof. Employer contributions shall include the cash-out of fifty percent (50%) of unused annual leave hours accrued and available for cash-out upon retirement into the employee’s HRA VEBA account.
3. Compensation for Accrued Sick Leave for PERS-Eligible Employees: Upon retirement, the employees covered under the Public Employees Retirement System (PERS) shall receive payment for 50% of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. All sick leave taken shall reduce the sick leave most recently accrued. If at any time the balance of an employee’s sick leave accrued prior to January 1, 1984 is reduced, it may not be replenished for the purposes of sick leave payout. Upon the death of an employee covered under the PERS system, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the employee’s base rate of pay at the time of death. The total payment of eligible sick leave cash-out upon retirement shall be submitted into the employee’s HRA VEBA account as an Employer Contribution.
4. Compensation for Accrued Sick Leave for LEOFF-Eligible Employees: Upon retirement, employees who are members of the Law Enforcement Officers’ and Firefighters Retirement Plan (LEOFF) will receive payment for fifty (50) percent of accumulated sick leave based upon the rate of pay at the time of retirement. The total payment of eligible sick leave cash-out upon retirement shall be submitted into the employee’s HRA VEBA account as an Employer Contribution. Upon the death of an employee covered under the LEOFF system, the employee’s beneficiary will receive payment for all accumulated sick leave based upon the employee’s base rate of pay at the time of death.