



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

KC-408-19

January 1, 2019 – December 31, 2020

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**COLLECTIVE BARGAINING AGREEMENT
KC-408-19**

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

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

ARTICLE I. RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

1. The Employer recognizes the Union as the exclusive bargaining representative for regular full-time and regular part-time employees in the following departments, excluding employees whose positions are covered by another bargaining unit, supervisors, managers and confidential employees, and all other employees:
 - a. Administrative Services
 - b. Assessor
 - c. Auditor
 - d. Emergency Management
 - e. Clerk
 - f. Community Development
 - g. Cooperative Extension
 - h. District Court
 - i. Prosecutor
 - j. Treasurer
 - k. Coroner
 - l. Wastewater Laboratory Division of the Public Works Department
 - m. Information Services & Facilities Maintenance Department

2. If the Union can show fifty percent (50%) membership of any existing departments not listed in Subsection A.1., then Union and Employer shall meet to determine which classifications shall come under the terms and conditions of this Agreement.

SECTION B – UNION MEMBERSHIP MAINTENANCE

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Union within ten (10) working days after the employee's date of hire. The Employer will provide the Union with access to new employees of the bargaining unit consistent with RCW 41.56.037.
2. The Union will notify the County of its initiation fees and dues. Upon authorization of an employee consistent with RCW 41.56.110, the Employer will deduct monthly dues and assessments or fees from the salary of such employee, and transmit such amount to the Union. The Employer shall provide an electronic copy of the employee's authorization for payroll deduction to the Union within ten (10) days of receiving such authorization.
3. An employee may revoke her or his authorization for payroll deduction of payments to the Union in accordance with RCW 41.56.110. The County agrees to comply with the changes to RCW 41.56.110 upon the effective date of the statute.
4. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: employee name, birth date, job type, cost center, pay scale, and pay step. The Union may request additional information on bargaining unit members as needed. The Union agrees to indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the release of bargaining unit member information under this sub-section.
5. Voluntary Authorization: Upon written authorization, the Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction in the amount authorized by the Union member. An employee may revoke his or her authorization at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
6. Electronic Authorization: An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.

SECTION C – UNION/EMPLOYER RELATIONS

All collective bargaining regarding wages, hours, and working conditions of employment shall be conducted by authorized representatives of the Union and Employer. The Union and Employer agree that if any new classifications are established within the departments recognized in Article I, Section A (Recognition), both parties will meet to

negotiate whether the position is in the bargaining unit, and, if so, to then negotiate the wages, hours and working conditions. Reasonable notice will be given to the Union when existing classification specifications are changed.

SECTION D – DEFINITIONS

As used herein, the following terms shall be defined as follows:

1. Employee:

- a. Extra Help: Non-regular employees who are at-will for the entire period of employment and may be terminated at any time by the Employing Official or designee. Extra-help employees receive only those benefits required by federal or state laws. The employment period of the extra-help employee should be for a limited term or be related to a specific project or short-term increase in workload. The Employer will make a good faith effort to preserve bargaining unit positions and minimize the use of extra help employees. Refer to the County's Personnel Manual for terms applicable to extra help.

The Employer shall supply the Union and President notice of all extra help workers upon hire and will electronically submit information as follows:

- Name of hired employee
- Classification
- Department
- Wage
- Hire date
- Employment status

Twice annually, the Employer shall supply the Union and President a report reflecting all hours worked by extra help employees indicating the name, department, and employment status.

- b. Full-Time Employee: A regular employee who is hired to work a predetermined schedule of at least forty (40) hours per week in a budgeted position.
- c. Part-Time Employee: A regular employee who is hired to work a predetermined schedule of forty (40) hours or more in a two (2) week pay period but less than eighty (80) hours in a two (2) week pay period in a budgeted position.
- d. Probationary Employee: A non-regular employee serving a test period of work evaluation as a new, promoted, transferred, or recalled employee prior to regular status.

- e. Regular Employee: An employee, in a budgeted position, who has successfully completed his or her probationary employment period. Regular employees are credited with continuous service from the date of hire into a budgeted position.
 - f. FLSA Exempt Employee: An employee in a position whose duties meet one of the exemptions from the overtime provisions of the Fair Labor Standards Act. FLSA exempt employees are paid on a salaried basis and are not eligible for overtime compensation, including call-back pay under this Agreement. FLSA exempt employees will be paid on the exempt four step and exempt six step scales.
 - g. FLSA Non-Exempt Employee: An employee in a position that is eligible for overtime compensation under the FLSA.
- 2. Employer: Shall mean the County of Kitsap, Washington.
 - 3. Grievance: Shall be defined as a dispute or disagreement arising between the employee and the Employer with regard to the interpretation or application of the specific provisions of this Agreement. Specifically excluded from further recourse to the grievance procedure are grievances that have been processed and decided, and grievances not presented within the time limits as established in Article I, Section H (Grievance Procedure).
 - 4. Probationary Period: Probationary employees may be deemed to have failed probation at any time during or at the conclusion of the probationary period so long as the reasons for failure are given. Such employee shall have no recourse to the grievance procedure, for said decision, except if the Employer fails to pay wages and benefits pursuant to the contract. The employee will be granted regular status at the end of the probationary period if the employee has performed satisfactorily. Both the Union and an employee whose probationary period is extended in accordance with the provisions below will be given notice of the extension in writing and an explanation of the areas in which the employee needs to improve prior to successfully completing his/her probationary period. An employee's probationary period shall be extended by any time an employee is in an unpaid status during the probationary period. Probationary employees are eligible to use accrued annual and sick leave and their floating holidays.
 - a. New Hire: The probationary period for a newly hired employee shall be six (6) months; **provided**, at the option of the employer, the probationary period may be extended up to an additional six (6) months. If a newly hired employee fails the probationary period, he or she will be discharged from County employment.

- b. Promoted Employee: The probationary period for a promoted employee shall be three (3) months; **provided**, at the option of the Employer, the probationary period may be extended for a period not to exceed three (3) additional months. If the employee fails the probationary period, she or he will be returned to the same or a similar position from which she or he was promoted so long as the position is within the same bargaining unit.
 - c. Transferred Employee: The probationary period for an employee who transfers to a different department within the same or lateral job classification or within the employing department to a lateral job classification, shall be three (3) months in duration. The employee's probationary period may be extended an additional three (3) months at the option of the Employer. If the employee fails the probationary period, she or he may either be discharged from County employment or may be returned to the same or a similar position from which she or he transferred so long as the position is in the bargaining unit, a vacancy currently exists, and conditional on approval by the Elected Official/Department Director of the office/department that the employee wishes to return to. All transfer employees will be informed that discharge is an option for failing probation prior to any transfer.
 - d. Recalled Employee: Employees recalled into the department and position from which they were laid off shall not be subject to a probationary period. The probationary period for an employee who has been laid off and is recalled into the department of layoff into a position other than the position the employee was laid from shall be three (3) months. Re-employment in other departments shall be subject to the probationary period for New Hires, as outlined in 4.a. If the employee fails the probationary period, she or he will be placed back on the recall list for the remainder of the recall period.
 - e. A promoted or transferred employee, who moves outside of the bargaining unit, shall have the ability to return to the prior position or similar position if there is an existing vacancy and the returning employee does not bump a bargaining unit employee upon submitting such a request in writing to the Elected Official/Department Director (and conditional on approval by the Elected Official/Department Director).
5. Promotion: Appointment to a job classification with a higher pay range within the department of current employment.
6. Seniority: Seniority is the length of continuous service with the County and determines eligibility for annual leave accruals, sick leave accruals, longevity (if applicable), and retirement benefits. Seniority begins to accrue from the first day of employment or rehire into a regular position, whichever is later.

7. Union: Shall mean Local 1308, American Federation of State, County, and Municipal Employees, and Washington State Council of County and City Employees.
8. Anniversary Date: The date an employee is hired into a full-time or part-time position. No credit shall be given for temporary or casual work.
9. Continuous Service: The length of service by an employee which includes periods of authorized paid leaves. An employee who terminates and is re-employed within thirty (30) days or who is laid off and re-employed or re-called within one (1) year from the date of the layoff shall have his/her continuous service date adjusted by the time between termination and re-employment. All benefits based on length of service shall be computed on the basis of continuous service, except as may be otherwise specified on step increases and longevity (if applicable).
10. Transfer: The change of an employee from one position to another position in the same class or in another class with the same or lower maximum salary without competition.
11. Job Sharing: An alternative work arrangement in which two or more employees share a full-time position.
12. Reclassification: An increase/decrease in the level of responsibilities, tasks and duties of a position which changes areas of emphasis, the level of skill required and qualification requirements as they relate to the current position. A reclassification upgrade is not to be used as a merit raise or as a reward for employment longevity, nor is it to be used to reflect an increased volume of work at the same level of responsibility that the incumbent is currently performing. Due to an overall increase/decrease in responsibilities of a position, the monetary compensation (pay range) established for the position may increase or decrease. The Board of County Commissioners must approve a reclassification before an employee may be compensated for any change in compensation resulting from a reclassification.

SECTION E - NON-DISCRIMINATION

1. Neither the Employer, Union, nor any employee, shall in any manner whatsoever discriminate or retaliate against any employee on the basis of race; color; religion; creed; sex; sexual orientation; gender identity; marital status; veterans status; national origin; age; sensory, mental or physical disabilities; or union membership status as provided by law.
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 required sex of any employee or job applicant.

SECTION F - MANAGEMENT/EMPLOYEE RIGHTS

1. All management rights, powers, authority and functions, whether heretofore, or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatsoever limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto; the determination of the number, size, and location of its offices and places of business and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work and standards of performance within the parameters of this agreement; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions within the parameters of this agreement; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to utilize on-call employees without restriction; the right to maintain order and efficiency; the right to designate the work and functions to be performed; the right to establish, administer, or change bonus, incentive or merit compensation plans beyond those identified in this agreement; the right to make and enforce safety and security rules of conduct; the right to discipline or discharge employees for just cause, the determination of the number of employees and the direction of the employees.
2. Employer and Union agree that the above statement of management rights is for illustrative purposes only, and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority, and functions of management shall remain exclusively vested in Employer, except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement

SECTION G – UNION OFFICIALS’ TIME OFF

Employees in the Bargaining Unit (Shop Steward, Union Executive Board members and/or members of the negotiating committee) shall be granted reasonable time off while engaged in official Union/Employer business involving contractual matters, such as attending a grievance meeting or a labor-management meeting, or negotiations, **provided:**

1. Employees shall notify the Elected Official, Department Director or designee at the earliest time the employee is made aware of the need to be absent and the affected Elected Official, Department Director or designee determines that such temporary absence shall not cause unacceptable disruption of services or expenditure of funds.

2. Each Union member shall be assessed one (1) hour of annual leave per year to be used by Delegates to attend union-sponsored training conferences and conventions and/or to perform Union business without loss of pay. Unless otherwise waived by the Department Director/Elected Official, the Delegate shall submit a written request at least two (2) weeks in advance of the need for the leave. Any such leave shall be subject to approval of the Department Director/Elected Official or designee . Assessed leave not used in a calendar year shall be carried over from year to year; **provided, however**, no more than two hundred and fifty (250) hours shall be accumulated. Once the bank reaches two hundred and fifty (250) hours, no leave shall be assessed until such time as the bank hours are used below the two hundred and fifty (250) hour threshold. For the duration of this contract, Article 1, Section G.2 shall be held in abeyance.
3. The Union shall be allowed use of bulletin board space to post Union notices that have been authorized by a Union official.

SECTION H – GRIEVANCE PROCEDURE

1. Any employee within the bargaining unit who may feel aggrieved by the Employer's interpretation, or application of the terms of this Agreement, may seek his/her remedy by the procedure provided in this Agreement.
2. Union Representation: Throughout the grievance procedure, an aggrieved employee shall be represented by the Union, **provided**, any employee, at any time, may present his/her grievance without the intervention of the Union if the remedy is not inconsistent with the terms of the Collective Bargaining Agreement, and the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
3. Time Limits: Any time limits stipulated in this Section may be extended for stated periods of time, by the parties, by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee fails to advance his/her grievance to the next step in the grievance procedure within the specified time limit, and in the specified manner, the grievance shall be considered settled. The employer's failure to respond within the time limit at any step in the procedure shall permit the aggrieved employee to advance his/her grievance to the next step of the procedure. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays.
4. Procedure:

Step 1 - Oral Discussion. Within ten (10) working days of the occurrence which gave rise to the grievance, or within ten (10) working days after the employee becomes aware of the situation giving rise to the grievance, the employee and

his/her shop steward, or representative of the Union, shall discuss the grievance with a designated member of management. The member of management shall notify the employee of his/her decision on the grievance or provide a reason for a delay in the response within ten (10) working days after the discussion with the employee, or the grievance shall be deemed denied. The employee may elect to bypass Step 1, and proceed directly to Step 2 within ten (10) working days.

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

The written grievance shall be filed with:

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

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

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

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

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

Step 4 - Arbitration. If a satisfactory settlement is not reached, or no timely response received at Step 3, then the Union or the Employer may, within fifteen (15) working days, request arbitration under the procedures described below:

Mediation: By mutual agreement, the parties may mediate the grievance prior to submission for arbitration. If a satisfactory settlement is not reached during

mediation, either party has fifteen (15) working days to request arbitration under the procedures listed below:

- a. Arbitrator Selection. In regard to each case reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10) working days of the submission of the written request for arbitration, a list of nine (9) names shall be jointly requested by the parties from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) within five (5) working days of the parties' failure to mutually agree upon an arbitrator. The cost of such list shall be borne equally by both parties. PERC or FMCS selection procedures shall be followed. Aside from arbitrator selection procedures, the parties do not adopt other PERC or FMCS arbitration rules.
- 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 grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private, and shall include only the parties in interest and/or their designated representative(s) and witnesses.
- c. Authority of the Arbitrator. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before him/her, and shall refuse to receive any information after hearing, except when there is mutual agreement, and in the presence of both parties. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision shall be made in writing, and if either party wishes to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the parties, or if they are unable to agree on a date, designated by the arbitrator. In case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.
- d. Cost of Arbitration. Union and Employer shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy,

the party will pay one-half of the stenographic costs. The fee and expenses of the arbitrator shall be borne equally by both parties.

SECTION I – PERSONNEL FILES

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

SECTION J – JOB VACANCIES

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

1. Promotions. An Elected Official/Department Director may fill a job vacancy from within their department through an internal departmental posting only. Such notice shall be posted a minimum of five (5) working days before filling the job vacancy.
2. Internal Posting. An Elected Official/Department Director may post notice of job vacancy internal to the Courthouse for County employees only, instead of, or prior to, outside posting to the general public. Such notice shall be posted a minimum of five (5) working days before filling the job vacancy.
3. Outside Posting. An Elected Official/Department Director may post notice of job vacancy to the general public. In general, such notice shall be posted for a minimum of five (5) working days before filling job vacancy.

The Employer agrees to encourage all Elected Officials/Department Directors to utilize the promotion or internal posting procedures prior to public recruitment whenever possible.

SECTION K – PROMOTIONS

For promotional appointments, the employee's hourly rate for the position into which the employee is promoted shall be at least 2.5% greater than the employee's hourly rate at the formerly held position. If the employee was to receive a step increase within 90 days, that hourly rate shall be considered into the hourly rate for the new position. Appointment upon promotion at Step 7 or above on the pay grade must be approved in writing by the County Administrator if the increase is more than 5%.

SECTION L – TRANSFER

Upon agreement by an Elected Official/Department Director and an employee, or to meet the needs of the County, a transfer may be made. An employee transferring to a new position should possess the minimum qualifications for that position. An employee transferred to a different classification will retain his/her current salary or be placed on a new salary scale as near to their previous wage as possible, if mutually agreed in advance.

SECTION M – LAYOFFS AND RECALL PROCEDURES

For the purpose of layoff, seniority shall be defined as an employee's length of continuous service with the County in a regular full-time or regular part-time status.

1. Layoff procedures:

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

No regular employee shall be laid off while there are extra help or new probationary employees serving within the affected classification within the Department. Employees laid off shall be given two (2) weeks' notice in writing or, at the Employer's option, two (2) weeks separation pay. Laid off employees shall be eligible to apply for promotional opportunities within departments covered by this Agreement for a period of one (1) year from their effective date of layoff.

2. Recall within Department of Layoff:

When the Employer rehires in a department after a layoff has occurred, the Employer shall first attempt to rehire those employees who were laid off from the

affected classification within the department within the previous year in the reverse order of their layoff, if they are available for work. In addition, employees laid off within the previous year may be considered, if available for work, for positions of equal or lower classifications for which they meet the minimum qualifications. A recalled employee shall be subject to the probationary period as outlined in Section D (Definitions). Employees who refuse recall into their former job classification shall relinquish their recall and reemployment rights under this Agreement.

3. Re-employment in Other Departments:

Laid off employees may request to be considered for re-employment in other County departments for positions within current classifications or any equal or lower classifications for which they are determined to meet the minimum qualifications. Laid off employees shall notify the Human Resources Department, and shall complete the appropriate forms identifying positions for which they are potentially qualified. Qualified employees shall receive consideration by individual departments prior to open recruitment, and hiring of new employees for regular full-time or regular part-time position vacancies. Laid off employees shall be eligible to receive such consideration for a period of one (1) year from their effective date of layoff.

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

4. Employees laid off from their classification(s) may "bump" the least senior employee in an equal or lower classification previously held by the employee within the same department and for which he/she is qualified to perform.
5. Employees laid off from employment and recalled or reemployed within one year from the date of layoff shall have their County seniority restored for purposes of computing fringe benefits, except that the period of layoff shall not be counted. Laid off employees shall retain seniority for recall and reemployment purposes for twelve (12) months following the effective date of the layoff. Fringe benefits shall include applicable annual leave, sick leave and/or longevity. Employees reinstated within that twelve (12) month period shall have any unused, accrued sick leave balances restored upon reinstatement.

SECTION N – EMPLOYEE DISCIPLINE

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

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

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

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

qualifications for the position to which they are being demoted. It also may apply when an employee commits an offense requiring greater discipline than a suspension.

5. Discharge. Instances which warrant discharge without a prior warning notice or suspension may include, but shall not be limited to, such conduct as insubordination, theft, falsifying records or reports, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job; or conduct on or off the job which directly affects the employee's ability to perform his/her job or his/her ability to work with co-workers, compelling the County to suspend or discharge the employee rather than tolerate the disruptions that continued employment may cause. Repeated offenses may also warrant the discharge of an employee, if such conduct has been documented by the Employer. A Pre-disciplinary Hearing shall be conducted prior to any discharging of an employee. The hearing may be informal in nature and shall be conducted by the Human Resources Manager or designee. The Employer shall not discharge any employee without just cause.
6. Any Pre-disciplinary Hearing will be consistent with the employee's Loudermill rights and the Union's Weingarten rights at Subsections 3 through 5 of the discipline process set forth above.
7. Chapter 11 (Discipline and Termination) of the County's Personnel Manual contains a non-exclusive list of violations and acts of misconduct that may be "cause" for disciplinary action under this Section.
8. Employees may submit a written request for removal of reprimand records two (2) years from the date of their issuance, if no further incidents or discipline occur. PROVIDED, however, that discipline for violation of the County's Administrative Guidelines covering Harassment, Discrimination and Workplace Violence, suspensions, and "Last Chance Agreements" may be maintained indefinitely unless limited by the terms of the specific disciplinary document.

SECTION O - PAY PERIODS

Employees shall be paid on a biweekly pay schedule. The pay period for all employees shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday. Employees shall receive their biweekly checks no later than the Friday following the close of the pay period.

SECTION P – NO-STRIKE CLAUSE

1. Union and Employer agree that nothing contained in RCW Chapter 41.56.120 shall permit or grant any public employee the right to strike or refuse to perform his/her official duties.

2. The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union and/or the employees covered by this Agreement shall not cause or condone any form of work stoppage, strike, or slow-downs as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discipline which may include discharge.
3. A picket line, strike, slow-down or other interference with County functions by any other Union or bargaining unit shall not be the cause for any form of work stoppage, strike, or slowdown by employees or the Union. Employees who are involved in such actions shall be subject to discharge.

SECTION Q – SAVINGS CLAUSE

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

SECTION R – ENTIRE AGREEMENT CLAUSE

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

SECTION S – WORK PERFORMED IN HIGHER CLASSIFICATION

An employee who performs work in a higher job classification for five (5) or more consecutive days shall be paid at the higher classification's wage for the duration of the assignment, including all compensable time except compensatory time off. The temporary upgrade will be to the step on the pay scale of the higher classification that is closest to providing at least a five percent (5%) increase, or the minimum step of the salary range for the approved classification, whichever is greater; **provided:**

1. That the referred five (5) days shall relate to consecutive work days for each separate and specific incident or work project;
2. Pre-approval is obtained from the elected Official/Department Director or designee, and
3. The employee working out of class is performing the scope of duties principally ascribed to the higher-level classification.
4. Employees receiving out-of-class wages for an overtime exempt level position will be treated as exempt from overtime for all hours worked in the exempt level position.
5. Employees in a represented position assigned to work out-of-class in a non-represented position will still be considered part of the bargaining unit and will be eligible to continue to pay union dues for their regular represented position.
6. Should it be deemed necessary by the Employer that an employee who is working out of class per this provision, is needed to continue in that role beyond 180 days, the Employer will notify the Union of that necessity, and offer to meet and discuss the circumstances requiring the extension and the impacts to the Union and/or employee related to the extension of the working out of class time period.

SECTION T – JOB-SHARING POLICY

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

SECTION U – RECLASSIFICATION PROCESS

An employee who performs work in a higher job classification shall be compensated in accordance with the provisions of Article I, Section S (Work Performed in a Higher

Classification) of this Agreement. If the Elected Official/Department Director intends for the employee to perform the duties of a higher job classification on an ongoing basis, the Elected Official/Department Director or the Employee shall initiate a reclassification request as follows:

1. The Elected Official/Department Director or the employee shall seek reclassification by having the employee complete the employee's sections of the "Employee Reclassification Request" form and submitting it during the period February 1 through May 1.
2. The Elected Official/Department Director shall complete the Employer's sections of the form and submit it to the Department of Human Resources by June 1st.
3. The Department of Human Resources will notify the Elected Official/Department Director and the employee of their receipt of the reclassification request. After conducting their analysis, and no later than September 1st, the Department of Human Resources will submit a written recommendation to the Union, employee(s), to the Department Director/Elected Official affected, and to the County Administrator or designee. The results of Human Resources' findings and recommendations may be subject to negotiation with the Union at the Union's request.
4. The Department of Human Resources shall submit its recommendation to the Board of County Commissioners and the Department Director/Elected Official shall include the reclassification request in their annual budget request.
5. The Board will review the recommendation and render a decision during the budget approval/review process. If the Board does not approve the recommendation, the affected employee shall be reassigned duties consistent with the original classification of the position and if the employee is currently receiving out of class pay, such out of class pay shall be terminated.
6. If the recommendation involves the establishment of a new classification, both the Union and Management will meet to negotiate wages, hours and working conditions.
7. The above procedure will apply to employee initiated requests. At his or her sole discretion, the Elected Official/Department Director may also initiate reclassifications in accordance with the Classification Studies section of the County Personnel Manual if no increase in budget will be required as a result of the change.
8. Effect of Classification Changes on Employees. Whenever a position is reclassified from one class to another class, the employee shall remain in the position with the same benefits and credit for service as he/she had in the position prior to its reclassification, except as noted below:

- a. Whenever a position is reclassified from one class to a higher class, the employee shall be promoted and continue in the position only if he/she possesses the minimum qualifications for the higher class and thereafter successfully completes a three-month trial service period for the higher class
- b. Whenever a position is reclassified from one class to a lower class, the employee shall not be paid less than his/her present salary, but any future increases shall be made pursuant to policies for employees whose wages are considered frozen. A reclassification downgrade shall not be considered as a demotion.

SECTION V – DEPUTY FIRE MARSHALS’ SAFETY EQUIPMENT

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

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

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

SECTION W – COUNTY VEHICLES

- 1. It is recognized that County fleet and risk control policies may limit the removal of County-owned vehicles from Kitsap County.
- 2. County-owned vehicles may not be used to commute to homes outside of Kitsap County unless pre-approved for specific County-related business. Departments may arrange for or authorize employees to park their personal and county-owned vehicles at County road sheds as part of their commute or use of vehicles for County business.

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

SECTION X – FACILITIES STAFF SAFETY FOOTWEAR AND UNIFORMS

1. All AFSCME 1308 staff of the Facilities Division in the Maintenance and Operations classifications are required to wear quality protective safety footwear meeting the standards set forth under WAC 296-800-16060 while on County property or a worksite. Employees shall ensure that their safety footwear are in safe working order at all times. The County will reimburse an employee up to \$300 every two consecutive calendar years for purchase of protective footwear, including for multiple purchases so long as total reimbursement does not exceed \$300. The Employer may, at its discretion, approve additional reimbursement when an employee's protective footwear is damaged beyond normal wear and tear during the course of the employee's duty.
2. Safety footwear must be purchased by the employee on their personal time. Following purchase, the employee shall complete an employee reimbursement form (TC-50) and provide the employer with a receipt for purchase and certification that the footwear meets the standard. Any costs associated with the purchase which exceed the designated allowance will be the responsibility of the employee.
3. The County will provide uniform shirts and a jacket for the Facilities Division employees. Employees within these classifications shall wear their uniforms in

accordance with directions by the Facilities Manager or designee. The County will replace uniform items as needed due to normal wear and tear, as determined by the County. Clothing purchased by the employer is to be worn for County work purposes only.

ARTICLE II. ECONOMICS, HOURS, INSURANCE

SECTION A - WAGES

1. 2019: No wage adjustment in 2019.
 - a. Effective the first full pay period in January 2019, a new top step shall be added to each pay grade on the Union pay scales, equal to 2.5% above the preceding step. Employees who have been at the top step for at least twelve months prior to the first full pay period in January 2019, will move to the new step effective the first full pay period in January 2019; that date will become the employee's new step anniversary date. All other employees will progress at their regular anniversary date. Step movement requires the minimum performance standards are met, as set forth in Article II, Section B (Salary Steps and Evaluations) of this Agreement.
 - b. Effective July 1, 2019 through June 30, 2020, any employee who is at Step 7 or above prior to their regular step anniversary date will receive one additional step increase on their regular step anniversary date. Employees receiving an additional step under this sub-section will not be required to meet a minimum evaluation score in order to receive the additional step. However, in no case will an employee progress beyond the top step of their pay scale.
 - c. A one-time only lump sum payment equal to one percent (1.0%) of base annual wages will be made to all eligible employees who are active as of September 27, 2019. The wages will be calculated based upon the base wages of eligible employees as of September 27, 2019 and will be paid in the paycheck scheduled for October 4, 2019.
 - d. Beginning the first full pay period in January 2019, the Court Security Officer and Court Security Lead classifications will increase to the next higher pay grade. Employees will be placed on the first step in the new pay grade that does not provide a decrease in pay. Employee next step dates will not change as a result of this transition to a new pay grade.
2. 2020: No wage adjustment in 2020.
 - a. Beginning the first full pay period in January 2020, the Maintenance & Operations Worker classification will increase to the next higher pay

grade. Employees will be placed on the first step in the new pay grade that does not provide a decrease in pay. Employee next step dates will not change as a result of this transition to a new pay grade.

3. All wage increases set forth above shall be applied to the first step of each wage scale. Each wage step thereafter shall be adjusted to provide two and one-half percent (2.5%) increase over the previous wage step.
4. For the 2019 and 2020 calendar years only, if non-represented employees as a group receive a base wage enhancement, such as a general wage adjustment, step acceleration, or lump sum payment, beyond that already received as of Resolution 023-2019, the parties agree to reopen bargaining under Article II, Section A (Wages) and Section B (Salary Steps and Evaluations).
5. The County will provide notice of upcoming compensation studies affecting Union positions and will consider Union input on study parameters prior to initiating the study.

SECTION B - SALARY STEPS AND EVALUATIONS

1. Step movement on the Wage and Classification Plan shall be as follows:
 - a. Except as provided in Article II, Section A.1.b (2019-2020 Step Acceleration), for employees hired prior to January 1, 2020, employees at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached; **provided**, an employee must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase pursuant to the County evaluation system:

<u>Step</u>	<u>Required Score</u>
2 - 5	3.0
6 - 9	3.5
10 - 15	4.0

- b. All employees hired on or after January 1, 2020, shall advance within a pay grade as follows, provided the minimum performance score requirement is met in accordance with Section 1.a. above:

Step	Required Service Time
1-4	Progress to the next higher step following six months of service at the current salary step

5-15 Progress to the next higher step following twelve months of service at the current salary step

- c. Periods in which an employee is on disciplinary probation or an unpaid leave status, (voluntary or involuntary), shall not be included in the required service period.
- d. Effective January 1, 2017, part-time employees hired prior to January 1, 2017 will be eligible for a step increase after reaching 2080 compensated hours since their date in position or last step increase date. The date that they reach 2080 hours will become the anniversary date for their next step increase and they will then be eligible to receive annual step increases as stated above.

All part-time employees hired on or after January 1, 2017 will be eligible for annual step increases effective on the employee's anniversary date in the position. Part time employees no longer have to work 2080 hours to be eligible. Part time employees will be eligible to receive a step annually.

- e. Step increases shall be retroactive to the date of eligibility if delays in granting of the step increases are due to lack of a current evaluation or failure to submit to the Human Resources Department the required paperwork within designated timeframes.
2. Employee Evaluations. Every new employee should be evaluated on or about three (3) months and six (6) months after employment. Probationary employees may be evaluated at any time during their probationary period. Every full-time or part-time employee shall be evaluated annually, prior to the month the employee is eligible for a step increment or the anniversary of the step increment date. Additional performance evaluations may be used when deemed appropriate by the Elected Official/Department Director Evaluations shall be used as a factor in granting regular status, promotions, step increases, transfers, demotions, layoffs and terminations. Concerns regarding performance which could negatively impact the performance evaluation score, should be communicated to the employee in a timely manner, in order to provide the employee an opportunity for taking corrective action. The employee's comments are included in the evaluation. For further information on evaluation procedure, reference the County Personnel Manual.

SECTION C – LONGEVITY BONUS

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

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

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

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

2. In the event that an eligible employee terminates employment for any reason, the employee shall receive a longevity bonus in a pro-rated amount, which is computed as follows: The number of months between the employee's anniversary date and termination date shall be divided by twelve, and the result multiplied with the appropriate annual longevity bonus.
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 and rehired, and the separation does not exceed twelve (12) months, the longevity bonus shall be computed from the employee's most recent continuous service date excluding the lay-off period; **provided further**, when an employee separates from employment and is subsequently rehired, the longevity bonus shall be computed from the date of re-employment; **except** the longevity bonus shall be computed from the date of employee's most recent continuous service date excluding the period of separation, if the period of separation does not exceed thirty (30) days.
4. Regular full-time or part-time employees hired on or after January 1, 2014, shall not be eligible for the longevity bonus. None of the provisions contained in this section shall apply to these employees.

SECTION D – SHIFT DIFFERENTIAL PAY

Employees shall receive additional twenty-five cents (25¢) per hour for swing shift, and an additional thirty-five cents (35¢) per hour for graveyard shift; **provided**, shift differential pay shall only be paid for each hour of swing or graveyard shifts actually worked, except employees shall receive shift differential pay for non-worked hours of swing or graveyard shifts taken as sick leave.

SECTION E – MILEAGE REIMBURSEMENT

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

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

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

Appraiser Assistant
Appraiser– Residential
Appraiser– Commercial

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

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

SECTION F – HOURS OF WORK

The following shall be applicable to all employees:

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

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

3. Employer shall have the right to begin an employee's shift up to two (2) hours earlier or one (1) hour later than the established work schedule.
4. The Employer shall make reasonable efforts to accommodate the desires of the employees with respect to the assignment of shifts and days off.
5. Flex hours, job sharing, or other alternative work arrangements may be made by written mutual agreement between the Employer and the affected employee.
6. Rest Breaks. The Employer shall provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the work day, and a second fifteen (15) minute rest break during the second four (4) hour period in the work day. The Employer shall comply with RCW 49.12 and WAC 296-126-092 in the scheduling of these rest breaks. The employee shall remain within the area subject to immediate call-back should the workload require it. The Union and the employees shall work with the Employer to ensure that rest breaks are not abused, but are used within the time frames and for the purpose intended.
7. Meal Periods. The Employer shall provide each employee with an unpaid meal period of up to 45 minutes and determined by the Employer, between the third (3rd) and fifth (5th) hours of each shift; **provided**, if the hours of operation are extended by the Employer, the unpaid lunch period may also be increased to up to sixty (60) minutes. Prior to such an increase, however, the Employer agrees to give affected employees at least ninety (90) days advance notice, and discussions related to such increase shall be referred to a Labor-Management

Committee. The parties agree that employees in the job classification of Deputy Coroner will have a paid, one-half (1/2) hour meal period in recognition that they are not guaranteed an uninterrupted meal period.

SECTION G – OVERTIME

1. All overtime worked must be authorized in advance by the Elected Official /Department Director, or his/her designee, to be eligible for compensation.
2. Employees working in non-exempt positions shall be eligible for overtime. All work performed in excess of eight (8) hours in any one day, or forty (40) hours in one (1) work week shall constitute overtime, and shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay; except that an employee may request compensatory time off (at the rate of 1-1/2 hours off for each hour of overtime earned) in lieu of overtime pay if the compensatory time is taken off within ninety (90) days of when it is earned; **provided**, an employee cannot accrue more than forty (40) hours of compensatory time; **provided further**, hours of work required before overtime compensation of any kind is considered must be hours actually worked; **provided, however**, compensatory time off shall be considered actual hours worked for these purposes. Sick leave, annual leave, and any other compensable absence, excluding compensatory time, are not included in the calculation of the overtime thresholds of eight (8) hours per day or forty (40) hours per week.
3. For employees within this bargaining unit, other than Coroner's employees, overtime compensation (i.e. for hours worked in an overtime capacity) for Sundays shall be twice the employee's regular rate of pay; except that an employee may request compensatory time at the rate of two (2) hours for each hour of overtime earned in lieu of overtime pay, if the compensatory time is taken off within ninety (90) days of when it is earned; **provided**, an employee cannot accrue more than the maximum amount of compensatory time off permitted under Article II, Section G (Overtime). See also overtime compensation for holidays under Article III, Section A (Holidays).
4. Any earned compensatory time shall be taken off and scheduled by mutual agreement between the employee and Employer. An Employee can accrue up to a forty (40) hour bank of compensatory time and it must be taken off within ninety (90) days of when it was earned. If compensatory time is not taken within the ninety 90 days of being earned, or exceeds the maximum bank of forty (40) hours, the employee will be paid the overtime at the rate when it was earned.
5. For the purpose of computing overtime compensation, fractional parts of an hour shall be rounded to the nearest fifteen (15) minute increment.
6. Exempt employees shall not be eligible for overtime pay or compensable time (comp time) accruals. In addition:

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

SECTION H – INSURANCE

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

1. **Medical Insurance Contributions:** For coverage effective January 1, 2019 through December 31, 2020, the County will make medical contributions as follows:
 - a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, the County shall absorb the full rate increase to the Premera and Kaiser administered plans in 2019, and to the Aetna and Kaiser administered plans in 2020 when Aetna replaces Premera as a new third-party administrator for the County's PPO medical plans. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter, unless otherwise agreed.

For example, if the Kaiser total medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%). If the total medical rate is \$1,650 and the County and employee contribution rates are \$1,500 and \$150 respectively, then a 3% increase will result in a \$49.50 total rate increase ($\$1,650 \times 3\% = \49.50). This total rate increase represents a \$45 increase to the County contribution ($\$1,500 \times 3\% = \45) and a \$4.50 increase to the employee contribution ($\$150 \times 3\% = \4.50).

- b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.
2. **Waiver of Medical Coverage:**
 - a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.
 - b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. For coverage effective January 1, 2018, this pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's

County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment.

3. **Double Coverage:** County employees may have double coverage under County-sponsored medical plans.
4. **Dental Benefits, County Contribution:** The County will make contributions as indicated below.
 - a. County Contribution:
 - (1) **Regular, full-time employees:** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty-percent (50%) of the dependent rate or twenty-five dollars (\$25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
 - (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
 - b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
 - c. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington (formerly WDS) plan C – Option 2 (\$1,000 a year maximum benefit).
 - d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care 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 Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
7. **Long-Term Disability:** Employer agrees to pay \$8.00 per month on behalf of each participating employee in the Long-Term Disability Plan provided and administered by the Union. Upon execution, members in the Department of

Community Development will be enrolled in the Long-Term Disability Plan provided and administered by the Union. Employee participation in the Union Long-Term Disability Plan shall be mandatory.

8. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
9. **Changes to Coverage during Plan-year:** Employees must comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the county.
10. **Pre-tax payments:** All employee contributions will be made pre-tax.
11. **WA Paid Family and Medical Leave:** Effective January 2019, the County will contribute thirty-seven percent (37%) of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04.
12. The parties agree to reopen this section during the 2020 Medical Benefits Committee meetings in order to discuss the potential for an HRA VEBA.

SECTION I – STANDBY PAY

1. At the Employer's option, employees may be assigned "standby" status. Such status requires that the employee be available on a twenty-four (24) hour basis for emergency work. Such employee shall be issued a radio communication device capable of summoning his/her attention. The employee must remain available by pager, cellular phone or portable radio and respond by telephone within approximately fifteen (15) minutes to any summons, at any time, during the twenty-four hour (24) period. A mandatory/primary standby duty person designated to receive the initial calls for standby response and perform other additional standby duties as assigned by management or a management designee will be compensated for being on standby at a rate equal to one (1) hour of the employee's base rate of pay for each day in standby status. On Sundays/Holidays, employees will be compensated for being on standby at a rate equal to two (2) hours of the employee's base rate of pay. When a day of standby is split between multiple employees, each employee shall receive a portion of the standby compensation provided in this section that is equal to the proportion of the day the employee served in a standby status.
2. Employer will post a standby duty roster monthly.
3. An employee on standby status shall be subject to call-back duty as described in Article II, Section J.
4. Except in cases of sick leave use, if the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is his/her responsibility to find a qualified replacement in advance of the scheduled period,

and notify the Department Director/Elected Official or designee in writing. If an employee scheduled on standby status is unable to meet the requirements for the full standby period because the employee uses sick leave during that period, the employee will not be required to find a qualified replacement; however, the employee shall report their sick leave use as provided in this CBA.

5. Employees on standby status must remain mentally and physically fit for duty while on standby. For example, employees on standby may not consume alcoholic beverages or otherwise consume substances or medications that would render their ability to work be impaired.
6. Duration of standby shall be no more than one (1) week at a time, and divided equally among those employees determined qualified by the Department Director or Elected Official, or any other mutually agreeable schedule.

SECTION J – CALL-BACK

1. The following rules apply to call-back time:
 - a. Employees who are not scheduled to work on a particular day, but who are called-in to work, are eligible for this call-back pay.
 - b. Employees who are on the clock while traveling (e.g., traveling between work sites) are considered to be working and therefore may be assigned additional duties without incurring an additional two (2) hour minimum payment.
 - c. When an employee performs the work from their current location and travel is not required, then any of the two (2) hour minimum callback provisions below shall not apply.
2. Non-exempt employees earn call-back pay as follows:
 - a. An employee who has left work and is called back to work by an authorized person and reports to the work site unless authorized to perform the work via telecommute, after completion of his/her regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular rate of pay; and shall be paid for all actual time worked in excess of two (2) hours at one and one-half (1-1/2) times his/her regular rate of pay.
 - b. If an employee is called by telephone after his or her scheduled shift for technical assistance by his/her supervisor, Department Director or Elected Official, or other authorized person, he/she shall receive no less than fifteen (15) minutes overtime pay, and then will be paid for all actual time spent after fifteen (15) minutes. If the issue is resolved electronically

between 11 pm and 5 am, the overtime pay will increase to a minimum of thirty (30) minutes.

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

ARTICLE III. LEAVE SCHEDULES AND ACCRUALS

SECTION A – HOLIDAYS

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

COMMONLY CALLED

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	The Day Following Thanksgiving Day
Independence Day	Christmas Day
2 Floating Holidays	Unpaid Holidays (2)

2. If a holiday falls on a Sunday, it shall be observed on the following Monday, If a holiday falls on a Saturday, it shall be observed the preceding Friday. However, employees of the Coroner's Office and the Utilities Division Wastewater Lab who are assigned to work in a twenty-four (24) hour per day/seven-day per week rotation will observe New Year's Day, Independence Day, and Christmas Day on the actual day the holiday falls, not on the preceding Friday or following Monday.

3. The Floating holidays shall be taken in full day increments by an employee, including a probationary employee, at any time during the calendar year, with prior approval of the employee's Department Director/Elected Official. The Floating holidays shall not accumulate from year to year.
4. Paid holidays begin on the date of hire. Employees must be in a paid status the day before or the day after the holiday to receive compensation for that holiday.
5. Regular and probationary part-time employees shall receive pro-rated holiday pay, based upon an employee's full-time equivalent (FTE) status, as established and approved by the Employing Official and the Kitsap County Budget Office.
6. If a full-time, non-exempt employee does not work on a holiday, he/she will receive eight (8) hours of holiday leave on the holiday. If a holiday is observed on one of the employee's regularly scheduled days off and the employee does not work on the holiday, he/she will receive eight (8) hours of annual leave
7. Full-time, non-exempt employees who work on one of the paid observed holidays will be paid as follows:
 - a. Except on the four holidays in 7.b. below, if a non-exempt employee works on one of the paid observed holidays, he/she will receive:
 - i. His/her regular rate of pay for the hours worked on the holiday;
 - ii. Eight (8) hours of holiday leave not worked less the number of hours worked; and
 - iii. Either, at the option of the employee, straight-time overtime or straight-time compensatory time equal to the number of hours actually worked on the holiday.
 - b. Full-time, non-exempt employees who work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall receive:
 - i. His/her regular rate of pay for the hours worked on the holiday;
 - ii. Eight (8) hours of holiday leave not worked less the number of hours worked; and
 - iii. Either, at the option of the employee, an amount equal to one and one-half (1-1/2) the regular hourly rate of the employee or one and one-half (1-1/2) compensatory time off for each hour actually worked on the holiday.

- iv. This compensation shall be in lieu of receipt of a paid eight (8) hours of holiday leave added to their accrual bucket.
 - c. For employees within this bargaining unit, other than Coroner’s employees, overtime compensation (i.e. for hours worked in an overtime capacity) for holidays shall be twice the employee’s regular rate of pay; except that an employee may request compensatory time at the rate of two (2) hours for each hour of overtime earned in lieu of overtime pay, if the compensatory time is taken off within ninety (90) days of when it is earned; **provided**, an employee cannot accrue more than the maximum amount of compensatory time off permitted under Article II, Section G (Overtime). This section represents employees’ full compensation owed under this Section and under Article II, Section G (Overtime).
8. If an exempt employee is required to work on one of the paid observed holidays she/he will be eligible to accrue annual leave for each hour so worked. If an observed holiday falls on one of the exempt employee’s regular days off, she/he, with prior approval, may take another day off within the same work week to observe the holiday or be granted eight (8) hours of annual leave in lieu of the holiday.
 9. Unpaid Holidays: Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Employing Official, in accordance with State Senate Bill 5173. Employees may take unpaid holidays for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, organization, or church. The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full work day increments, may not be supplemented with paid accrued leave time, and shall not accumulate from year to year. Unpaid holidays taken under this law will not result in adjustments to seniority and will not impact.
 10. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

SECTION B – ANNUAL LEAVE

1. Employees hired after January 1, 1998, shall earn annual leave as follows:

Upon employment	12 days per year (96 hours)
Upon completion of three years employment	15 days per year (120 hours)
Upon completion of five years employment	20 days per year (160 hours)
Upon completion of ten years employment	25 days per year (200 hours)
2. Annual leave with pay shall be earned by employees hired on or before January 1, 1998, as follows:

Upon completion of fifteen years employment 30 days per year (240 hours)

3. No more than forty-five (45) days (360 hours) annual leave may be carried from one calendar year to the next.
4. Requests for leave must be approved in advance by the Elected Official /Department Director or his/her designee. Annual leave shall be taken at times mutually agreeable to the employee and the Elected Official /Department Director. In the event of conflicts between employees in requests for leave, the employee first requesting shall prevail. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Elected Official/Department Director shall make the final determination with considerations towards seniority and prior requests for leave. If an employee is prevented by the Department Director from taking annual leave, and if, as a result of such, the employee has more than forty-five (45) days annual leave accumulated on December 31, then the employee shall be paid for such leave in excess of forty-five (45) days at the salary rate then being paid to the employee.
5. Upon separation of an employee by resignation with two (2) weeks' notice, layoff, dismissal or death, the employee or beneficiary thereof, shall be paid for unused annual leave at the rate being paid at the time of separation. Cash payment for unused accrued annual leave upon separation by retirement will not be allowed in excess of 240 hours. However, if an employee has accrued annual leave in excess of 240 hours, the employee may be continued on the payroll for the time equivalent to the amount of excess annual leave.
6. Regular and probationary part-time employees shall receive pro-rated annual leave pay, based upon an employee's full-time equivalent (FTE) status, as established and approved by the Employing Official and the Kitsap County Budget Office.
7. Whereas, the Union and the Employer recognizes the importance of employees utilizing earned annual leave to promote and enhance their mental and physical well-being, employees shall attempt to use annual leave during the year in which it is earned.
8. As a one-time only benefit, in January 2020, all regular, full-time AFSCME 1308 employees who were hired on or after January 1, 1998 and before January 1, 2018 will receive twenty-four (24) hours of annual leave. For regular, part-time employees hired between the dates above, the County will prorate the amount of one-time annual leave hours received. This benefit will be separate from and will not affect an employee's regular annual leave accrual for the month.

SECTION C – SICK LEAVE

1. Employees hired on or after April 1, 2001, shall earn twelve (12) days (96 hours) of sick leave per year; **provided**, no more than 1200 hours of sick leave may be carried from one calendar year to the next.
2. Employees hired after September 16, 1985, but prior to April 1, 2001, shall earn fifteen (15) days (120 hours) of sick leave per year; **provided**, no more than 1200 hours of sick leave may be carried from one calendar year to the next; **provided further**, this section does not apply to the Courthouse Security Officers and Security Screeners recognized in Appendix B.
3. Employees hired before September 16, 1985, shall earn eighteen (18) days (144 hours) of sick leave per year; **provided**, no more than 1200 hours of sick leave may be carried from one calendar year to the next.
4. Regular and probationary part-time employees shall earn sick leave on a pro-rated basis, based upon employee's full-time equivalent status (FTE) as established and approved by the Employing Official and the Kitsap County Budget Office.
5. Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030.
6. Sick leave will be reported in accordance with the County Personnel Manual.
7. Upon retirement, the employee shall receive payment for fifty percent (50%) of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. Upon an employee's death, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of death. Employees separated from employment for reasons other than retirement or death, shall receive no sick leave pay. Sick leave accrued and not used after January 1, 1984, will not be paid under any circumstances. Upon separation from service, all sick leave credits shall be canceled; **provided**, employees who separate and obtain re-employment within one (1) year shall have all sick leave credits restored.
8. The payroll office will provide a listing of all unused accrued sick leave prior to January 1, 1984, by employee. Those amounts shall be used for cash payment under the provisions of Subsection 8. If an employee uses any accrued leave included in those totals, that balance will be reduced and not be replenished at any time. Under no conditions shall an employee be allowed to carry from one (1) calendar year to the next, more than 1200 hours of accrued sick leave.
9. Each January, at the employee's option, he/she may convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio (10:1). (As an example, if the employee earned twelve (12) days sick leave in 2003 and used no sick leave, they could convert the twelve (12) days to 1.2

days annual leave.) If an employee chooses to convert his/her sick leave, he/she forfeits that amount of sick leave and must use the converted annual leave within the calendar year. Under no circumstances will an employee receive cash payment for converted leave on the books. The employee must submit his/her request for conversion to their Department Director/Elected Official on or before January 31.

SECTION D – BEREAVEMENT LEAVE

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

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

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.

SECTION E – CIVIL LEAVE

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

SECTION F – MILITARY LEAVE

1. Any employee who is a member of the Washington National Guard, or of the Army, Navy, Air Force, Coast Guard or Marine Corps of the United States, or of

any organized reserved or Armed Forces of the United States shall be entitled to military leave with pay pursuant to state law.

2. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service may seek leave of absence as set forth within this Agreement and, upon return, shall be entitled to re-employment pursuant to the provisions of state and federal law.

SECTION G - LEAVE OF ABSENCE WITHOUT PAY

1. Any employee may take leave of absence without pay upon prior written approval by the Elected Official/Department Director. No approved leave of absence under this Section shall be taken unless the employee first expended all allowable accumulated leave, including compensatory time; provided, this prohibition may be waived upon application to, and at the discretion of, the Board of County Commissioners.
2. A leave of absence shall be for a specific period, and such leave may not aggregate more than twelve (12) months in any five (5) year period.
3. Leave of absence shall be granted at the sole discretion of the Employer.
4. Upon return from leave of absence, the employee shall be entitled to the former position or a similar position, and there shall be no reduction in seniority, status, or pay; provided, that period that an employee is on leave of absence without pay shall not be included in cumulated seniority calculation. An employee, during leave of absence, may continue insurance benefits; **provided**, such employee makes arrangements for payment of employee and Employer premiums.

SECTION H – ABSENCE WITHOUT AUTHORIZED LEAVE

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

SECTION I – FAMILY LEAVE

Family leave applies as it currently exists or is hereafter amended by the County for County employees. Domestic partners are now covered under the Family Leave provisions of this Section. In order to qualify for this provision, an employee's domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Department of Human Resources

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

SECTION J – OTHER PROTECTED LEAVES

The employer will comply with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including but not limited to:

- Pregnancy Disability Leave (RCW 49.60)
- Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76)
- Military Leave for Employees (RCW 38.40.060)
- Leave for Spouses of Deployed Military Personnel (RCW 49.77)
- Leave for Certain Emergency Services Personnel (RCW 49.12.450)

ARTICLE IV. FUTURE NEGOTIATIONS

1. Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect upon execution of this Agreement by Union and Employer, and shall remain in full force and effect through December 31, 2020.
2. Negotiations on proposed amendments to this Agreement may be held at any time by mutual agreement of the Union and the Employer. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing, and shall not therefore open all subjects to negotiations.
3. On or before September 1, 2020, the Union and Employer shall meet to discuss and negotiate any desired changes and modifications to this Agreement. Both the Union and the Employer pledge to bargain and negotiate in good faith.

ARTICLE V. COMMUTE TRIP REDUCTION

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

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

ARTICLE VI. COLLABORATIVE BARGAINING

The Union and its Executive Board agree to work with the County to prepare for, train and practice collaborative bargaining beginning on the date the contract is signed. The purpose of this process shall be to improve the skills of the parties in collaboration and to produce agreements that are interest-based, that foster an on-going labor-management relationship with open communications, mutual trust and respect.

ARTICLE VII. EMERGENCIES AND DISASTERS

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

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

Aaron Cole 8/15/19
Aaron Cole, Union Representative Date

Cynthia Samuels 8/16/19
Cynthia Samuels, President, Local 1308 Date

DATED this 26 day of AUGUST 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

ATTEST:



Edward E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Dana Daniels
Dana Daniels, Clerk of the Board

Robert Gelder
ROBERT GELDER, Commissioner

KITSAP COUNTY ASSESSOR

Phil Cook 8/29/2019
Phil Cook Date

KITSAP COUNTY AUDITOR

Paul Andrews 8-29-2019
Paul Andrews Date

KITSAP COUNTY CLERK

Alison Sonntag 8-29-19
Alison Sonntag Date

KITSAP COUNTY CORONER

Jeffrey J. Wallis 9-4-19
Jeffrey J. Wallis Date

KITSAP COUNTY DISTRICT COURT

Presiding Judge Date

KITSAP COUNTY PROSECUTING ATTORNEY

Chad M. Enright 8/29/19
Chad M. Enright Date

KITSAP COUNTY TREASURER

Meredith Green 9/9/19
Meredith Green Date

APPENDIX A – SALARY SCHEDULES

**1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Non-exempt)
Salary Schedule (Annual/Hourly)**

Grade Class: A00

Pay Grade: AA2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
MO1AAN	M&O Worker *	35,318.40	36,192.00	37,107.20	38,043.20	39,000.00	39,977.60	40,976.00	41,995.20	43,035.20	44,116.80	45,219.20	46,342.40	47,507.20	48,692.80	49,920.00
OS1AAN	Office Support Asst	16.98	17.40	17.84	18.29	18.75	19.22	19.70	20.19	20.69	21.21	21.74	22.28	22.84	23.41	24.00

*Effective 1st full pay period in 2020, M&O Worker will move to Grade AA3

Pay Grade: AA3

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
CS1AAN	Court Sec Officer	38,937.60	39,915.20	40,913.60	41,932.80	42,972.80	44,054.40	45,156.80	46,280.00	47,444.80	48,630.40	49,836.80	51,084.80	52,353.60	53,664.00	55,016.00
		18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45

Pay Grade: AB1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
LC1ABN	Court Clerk	42,536.00	43,596.80	44,678.40	45,801.60	46,945.60	48,110.40	49,316.80	50,544.00	51,812.80	53,102.40	54,433.60	55,785.60	57,179.20	58,614.40	60,070.40
CS2ABN	Court Sec Officer Lead	20.45	20.96	21.48	22.02	22.57	23.13	23.71	24.30	24.91	25.53	26.17	26.82	27.49	28.18	28.88
FS1ABN	Fiscal Support Tech															
MO2ABN	M&O Tech															
OS2ABN	Office Support Spec/Legal Asst															

Pay Grade: AB2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP1ABN	Appraiser Asst	46,134.40	47,278.40	48,464.00	49,670.40	50,918.40	52,187.20	53,497.60	54,828.80	56,201.60	57,616.00	59,051.20	60,528.00	62,046.40	63,606.40	65,187.20
CC1ABN	Construction Tech	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.70	28.39	29.10	29.83	30.58	31.34
LC2ABN	Court Clerk-Lead															
FS2ABN	Fiscal Support Spec															
PR1ABN	Program Tech															

Annual rates are shown for illustrative purposes and reflect a full-time salary. Employees on the biweekly pay system may receive portions of that salary in a different calendar year, due to the variations of the pay cycles.

1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Non-exempt)
Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AB3

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP2ABN	Appraiser-Residential	49,732.80	50,980.80	52,249.60	53,560.00	54,891.20	56,264.00	57,678.40	59,113.60	60,590.40	62,108.80	63,668.80	65,270.40	66,892.80	68,556.80	70,262.40
MA1ABY	Associate Mgmt Analyst	23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13	29.86	30.61	31.38	32.16	32.96	33.78
CC2ABN	Construction Insp 1															
ET1ABN	Engineering Tech															
MO3ABN	M&O Spec															
OS3ABN	Office Support Coord															
PR2ABN	Program Spec															
IT1ABN	Technology Tech															

Pay Grade: AB4

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
AP3ABN	Appraiser-Commercial	53,331.20	54,662.40	56,035.20	57,428.80	58,864.00	60,340.80	61,859.20	63,398.40	64,979.20	66,601.60	68,265.60	69,971.20	71,718.40	73,507.20	75,337.60
PL1ABN	Associate Planner	25.64	26.28	26.94	27.61	28.30	29.01	29.74	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.22
CC3ABN	Construction Insp 2															
CO1ABN	Deputy Coroner															
FM1ABN	Deputy Fire Marshal 1															
ET2ABN	Engineering Tech Analyst															

Pay Grade: AB5

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
FM2ABN	Deputy Fire Marshal 2	56,929.60	58,344.00	59,800.00	61,297.60	62,836.80	64,417.60	66,019.20	67,662.40	69,347.20	71,073.60	72,841.60	74,672.00	76,544.00	78,457.60	80,412.80
MA2ABY	Mgmt Analyst	27.37	28.05	28.75	29.47	30.21	30.97	31.74	32.53	33.34	34.17	35.02	35.90	36.80	37.72	38.66
ET3ABN	Sr Engineering Tech															
IT2ABN	Technology Spec															
UL1ABN	Utility Analyst															

Annual rates are shown for illustrative purposes and reflect a full-time salary. Employees on the biweekly pay system may receive portions of that salary in a different calendar year, due to the variations of the pay cycles.

1/7/2019
Kitsap County
AFSCME 1308 Courthouse (Non-exempt)
Salary Schedule (Annual/Hourly)

Grade Class: A00

Pay Grade: AC1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
EN1ACN	Engineer 1	64,147.20	65,748.80	67,392.00	69,076.80	70,803.20	72,571.20	74,380.80	76,232.00	78,145.60	80,100.80	82,097.60	84,156.80	86,257.60	88,420.80	90,625.60
FS4ACY	Financial Analyst	30.84	31.61	32.40	33.21	34.04	34.89	35.76	36.65	37.57	38.51	39.47	40.46	41.47	42.51	43.57
PL2ACY	Planner															
PR4ACY	Program Analyst															

Pay Grade: AC3

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>
IT3ACY	Technology Analyst	71,323.20	73,112.00	74,942.40	76,814.40	78,728.00	80,704.00	82,721.60	84,780.80	86,902.40	89,065.60	91,291.20	93,579.20	95,908.80	98,300.80	100,755.20
		34.29	35.15	36.03	36.93	37.85	38.80	39.77	40.76	41.78	42.82	43.89	44.99	46.11	47.26	48.44

Annual rates are shown for illustrative purposes and reflect a full-time salary. Employees on the biweekly pay system may receive portions of that salary in a different calendar year, due to the variations of the pay cycles.

APPENDIX B

Provisions for Courthouse Security Officers and Security Screeners

The provisions set forth in this Appendix are by mutual agreement of the County of Kitsap (the "County") and Local 1308-G of the Washington State Council of County and City Employees, AFSCME, AFL-CIO, (the "Union"). The purpose of this Appendix is to set forth the wages, hours and working conditions for the bargaining unit described in Article I, Section A of this Appendix. The County and the Union agree that except as expressly provided below, all provisions of the collective bargaining agreement by and between Kitsap County and the Washington State Council of City and County Employees, Local 1308-Courthouse Employees, are applicable to the employees of the Local 1308-G bargaining unit. In those instances where provisions of this Appendix are in conflict with the provisions of the Agreement, the provisions of this Appendix shall prevail.

Article I. Rights of the Parties

Section A - Recognition

The Employer recognizes the Union as the exclusive representative of all regular full-time and regular part-time employees within the classification of Courthouse Security Officer, Security Screener, and Inmate Project Coordinator.

Section B - Uniforms

1. The County shall provide to those employees required to wear uniforms, uniforms and individual equipment in accordance with established standards determined and approved by the Sheriff and the Kitsap County Board of Commissioners.
2. Uniforms and individual equipment shall be replaced on an as needed, item for item basis, as determined by the Sheriff or the Sheriff's designee.
3. All uniforms and individual equipment purchased by the County are to be, and remain, the property of the County.

Section C – Armed Security Officer

The County agrees to maintain one (1) armed security officer at each secured public entrance to the Courthouse, Juvenile Services Center and Off-campus District Court.

Section D – Inmate Project Coordinator

The positions within the job classification of Inmate Project Coordinator are grant-funded and continued employment is contingent upon available funding. Employees

within this job classification will be supervised on a day-to-day basis by the Chief of Corrections or designee. Employees are not guaranteed a minimum number of hours of work. The Employer reserves the right to cancel work on a daily basis due to inclement weather, lack of work, or for other operational reasons as determined by the Chief of Corrections or designee.

APPENDIX C

Provisions for Certain Department of Community Development Employees

The provisions set forth in this Appendix are by mutual agreement of the County of Kitsap (the “County”) and Local 1308 of the Washington State Council of County and City Employees, AFSCME, AFL-CIO, (the “Union”). The purpose of this Appendix is to set forth certain working conditions for the bargaining unit described in Section I of this Appendix. The County and the Union agree that except as expressly provided below, all provisions of the collective bargaining agreement by and between Kitsap County and the Washington State Council of City and County Employees, Local 1308 – Courthouse Employees, are applicable to the employees of the Local 1308 bargaining unit. In those instances where provisions of this Appendix are in conflict with the provisions of the Agreement, the provisions of this Appendix shall prevail.

SECTION I SCOPE

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

SECTION II SICK LEAVE

1. Accumulation of sick leave is allowed primarily for the purpose of providing the employee with an economic cushion to be used in the event of a major illness or absence from work for medical reasons.
2. Eligibility: Sick leave is accrued each full month of employment. Accrued sick leave may be used following the first full month of employment.
3. Sick Leave Accrual:
 - a. Probationary and regular full-time employees hired on or after September 1, 2001, accrue twelve (12) days of sick leave per year (8 hours/month).
 - b. Regular full-time employees hired on or after October 1, 1985 and prior to September 1, 2001, accrue fifteen (15) days of sick leave per year (10 hours/month).

- c. Regular full-time employees hired before October 1, 1985, accrue eighteen (18) days of sick leave per year (12 hours/month).
 - d. Special provisions:
 - (1) Regular full-time employees who previously served on the "H" salary schedule and were hired before May 1, 1992 accrue eighteen (18) days of sick leave per year (12 hours/month).
 - (2) Regular full-time employees previously on the six-step salary schedules who are not qualified under subparagraph d.(1) above, hired on or after January 1, 1991, accrue fifteen (15) days of sick leave per year (10 hours/month).
 - e. Probationary and regular part-time employees accrue pro-rated sick leave. Sick leave is accrued based on an employee's budgeted and approved FTE.
 - f. No more than one hundred and fifty (150) days (1200 hours) of sick leave may be carried from one (1) calendar year to the next. The maximum permissible carryover of sick leave for part-time employees is calculated based on the same pro-ration formula that is used for accruals.
4. Use of Sick Leave:
- a. An employee may use accrued sick leave for absence due to illness, injury or other incapacity that renders the employee unable to perform the duties of his/her position, for the purpose of medical and dental appointments, to care for a child of the employee under the age of eighteen with a health condition that requires treatment or supervision, or due to exposure to a contagious disease.
 - b. Any or all of an employee's accrued sick leave and other accrued leave may be used to care for an employee's spouse or domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Registered domestic partners are now covered under the Sick Leave provisions of this Section. In order to qualify for this provision, employee's domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Department of Human Resources. Additional definitions of the family members are set forth in the County's Personnel Manual.
 - c. Sick leave may be used for bereavement leave as provided in this Chapter under Section J - Leaves of Absence.

- d. 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 (see Sick Leave Cash Payment paragraph below.)
5. Sick Leave Reporting:
- a. In order to qualify for sick leave payment, employees shall report their illness or disability prior to the start of their shift to their immediate supervisor or designee at the beginning of any period of sick leave and daily thereafter unless otherwise arranged.
 - b. Nothing shall prohibit the County from requiring an employee to be examined by a health care provider of the County's choice. Upon prior approval of the Employing Official, the County shall bear the cost of any charges above those covered by any insurance carrier for an examination required by the County. The employee shall immediately sign over to the County any reimbursement received from an insurance carrier for the required examination.
 - c. Sick leave must be supported by a certificate from the employee's health care provider, if requested by the Employing Official.
6. Sick Leave Cash Payment upon Retirement or Death:
- a. Upon retirement, the employee shall receive payment for fifty percent (50%) of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement.
 - b. Upon an employee's death, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of death.
 - c. Employees separated from employment for reasons other than retirement or death do not receive sick leave pay.
 - d. No cash payment shall be made for sick leave accrued and not used after January 1, 1984.
7. Conversion of Sick Leave: 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 (10:1). (As an example, if the employee earned fifteen [15] days sick leave in a calendar year and used no sick leave, they could convert the fifteen [15] days to 1.5 days annual leave.) If an employee chooses to convert sick leave, the converted annual leave must be used within the calendar year. Under no circumstances shall an employee receive cash

payment for converted leave on the books. Employees must submit requests for conversion to the employing department on or before January 31.

SECTION III ANNUAL LEAVE

1. Annual Leave Accrual:

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

Upon completion of fifteen yrs. Employment 30 days/year (20 hrs/month)

- b. Employees previously on the six-step salary schedules who were receiving a higher annual leave accrual rate on January 1, 1991 shall continue at the higher rate. Those employees shall not receive any further increases unless such increases are provided in accordance with the above guidelines.
- c. Probationary and regular part-time employees accrue pro-rated annual leave. Annual leave is accrued based on an employee's budgeted and approved FTE.
- d. No more than forty-five (45) days (360 hours) annual leave may be carried from one (1) calendar year to the next. The maximum permissible carryover of annual leave for part-time employees is calculated based on the same pro-ration formula that is used for accruals.

2. Annual Leave Cash Payment Upon Termination of Employment: Upon termination of the employment relationship due to resignation with two (2) week notice, layoff, dismissal or death, the employee or beneficiary shall be paid for unused accrued annual leave at the rate being paid at the time of separation. Cash payment for unused accrued annual leave upon termination due to retirement shall not exceed two hundred and forty (240) hours. However, if an employee has accrued annual leave in excess of two hundred and forty (240) hours, the employee may be continued on the payroll for the time equivalent to the amount of excess annual leave.

3. Use of Annual Leave:

- a. Employees should attempt to use annual leave during the year in which it is earned.
- b. Requests for leave must be approved in advance by the Employing Official or designee. Annual leave must be taken at times mutually

agreeable to the employee and the Employing Official. In the event of conflicts between employees in requests for leave, the employee first requesting prevails. In the event of conflicts between employees in requests for leave, the employee first requesting prevails. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Employing Official shall make the final determination with consideration towards seniority and prior requests for leave. If an employee is prevented by the Employing Official from taking annual leave and, as a result, the employee has more than forty-five (45) days annual leave accumulated on December 31, then the employee is paid for such leave in excess of forty-five (45) days at the salary rate then being paid to the employee.

4. Annual Leave Donation Policy: Annual Leave Donation Policy permits County employees to respond to the needs of a fellow County employee who is suffering from or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment. Refer to the Kitsap County Annual Leave Donation Plan.

APPENDIX D

Courthouse Confidential Positions by Department

The following is a list of confidential positions that the parties agree are excluded from AFSCME 1308 (Courthouse Employees). While these positions would otherwise fall within the terms of Article I.A. (Recognition) of this Agreement, they are excluded from union membership due to the confidential nature of the work performed by these positions.

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

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

APPENDIX E

Automatic Progression for Community Development Construction Inspection and Deputy Fire Marshal Series

1. **DCD Building & Fire Safety Group – Construction Inspection & Deputy Fire Marshal Automatic Progression Series:** This shall set forth the process by which Department of Community Development (DCD) employees in the Building & Fire Safety Group will automatically progress from Construction Technician through Construction Inspector 2 and from Deputy Fire Marshal 1 through Deputy Fire Marshal 2. This process will not apply to those existing employees who choose Option 2 (“Opt Out” option) under Section 2 of this Appendix.
 - a. Construction Inspection Automatic Progression Series:
 - i. Construction Technician to Construction Inspector 1: Employees in the Construction Technician classification shall automatically progress to the Construction Inspector 1 classification once the employee meets all automatic progression requirements outlined in the DCD Construction Inspection Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee’s date of hire, transfer, or promotion.
 - ii. Construction Inspector 1 to Construction Inspector 2: Employees in the Construction Inspector 1 classification shall automatically progress to the Construction Inspector 2 classification once the employee meets all automatic progression requirements outlined in the DCD Construction Inspection Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee’s date of hire, transfer, or promotion.
 - b. Deputy Fire Marshal Automatic Progression Series:
 - i. Deputy Fire Marshal 1 to Deputy Fire Marshal 2: Employees in the Deputy Fire Marshal 1 classification shall automatically progress to the Deputy Fire Marshal 2 classification once the employee meets all automatic progression requirements outlined in the DCD Deputy Fire Marshal Progression Series; **provided**, the employee must meet all automatic progression requirements within twenty-four (24) months of the employee’s date of hire, transfer, or promotion.
 - c. Provisions governing DCD automatic progressions. The following provisions shall apply to the automatic progression series set forth in this section:

- i. Candidates that are hired with more experience than the classification requires, but not enough to advance to the next level may progress to the next level prior to the proscribed timelines as soon as the minimum qualifications and requirements for progression are met.
- ii. For employees progressing to a higher classification under this automatic progression series, the employee's hourly rate for the classification into which the employee progresses shall be at least 2.5% greater than the employee's hourly rate at the formerly held classification. If the employee was to receive a step increase within 90 days, that hourly rate shall be considered into the hourly rate for the new classification.
- iii. Failure to progress within the proscribed time frame due to inability to perform the essential functions, meet progression requirements, or obtain and maintain required licenses and certifications may result in termination at the employing official's discretion. A six months' extension may be provided at the Employing Official's discretion.

The employee may revert from a Deputy Fire Marshal 2 position to the Construction Inspector 2 position if there is a vacant position and the employee holds the qualifications (employee was in the Construction Inspector 2 position prior). If the employee is a new external hire and, during the Deputy Fire Marshal 1 to Deputy Fire Marshal 2 automatic progression series, the employee is unable to complete the requirements of the Deputy Fire Marshal 2 position, they may be eligible to post and compete for a Construction Inspector 2 vacant position.

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

2. **Impact on Existing Employees:** Employees employed in the DCD Building & Fire Safety Group as a Construction Technician, Construction Inspector 1, or Deputy Fire Marshal 1 as of the date of execution of Memorandum of Understanding KC-103-16-K shall choose one of the following two options within ninety (90) days following the Employer's completion of the workbook applicable to the employee's automatic progression series. The employee shall submit their choice in writing, after which the employee shall not be permitted to switch options after the ninety (90)-day period.

- a. Option 1 ("Opt In" Option): Employee opts in to the new Construction Inspection or Deputy Fire Marshal automatic progression, whichever is

applicable. The employee shall be required to meet the progression requirements and shall be eligible for automatic progression as provided in sub-sections 1.a or 1.b of this Appendix. The employee shall be subject to the same parameters governing automatic progressions as provided in sub-section 1.c of this Appendix. For employee's choosing this option, the timeline for meeting all automatic progression requirements within the employee's current classification shall begin to run as of the date of the employee's decision to choose Option 1.

- b. Option 2 ("Opt Out" Option): Employee opts out of the new Construction Inspection or Deputy Fire Marshal automatic progression, whichever is applicable. The employee shall not be required to obtain the automatic progression requirements and shall not be eligible for automatic progression as provided in sub-sections 1.a or 1.b of this Appendix. The employee shall not be subject to the parameters governing automatic progressions as provided in sub-section 1.c of this Appendix.

ATTACHMENT A – 2019 ILLUSTRATIVE MEDICAL COVERAGE RATES

2019 Kitsap County Monthly Insurance Rates & Contributions for Full-Time Employees (30+ Hrs/Week)												
Kaiser Permanente of WA (HMO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	585.72	585.72	0.00	1,012.54	958.82	53.72	1,201.26	1,124.06	77.20	1,627.84	1,498.70	129.14
Classic	626.98	588.10	38.88	1,084.80	964.06	120.74	1,285.86	1,130.18	155.68	1,743.40	1,507.06	236.34
HDHP w/HSA*	465.02	465.02	0.00	801.38	767.78	33.60	953.90	907.02	46.88	1,289.98	1,209.94	80.04

Premera (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	658.64	631.28	27.36	1,141.24	1,039.62	101.62	1,350.64	1,218.00	132.64	1,833.22	1,627.64	205.58
Classic	718.50	633.92	84.58	1,246.00	1,044.24	201.76	1,473.34	1,223.40	249.94	2,000.76	1,635.00	365.76
HDHP w/HSA*	551.30	540.58	10.72	953.40	902.48	50.92	1,130.58	1,063.58	67.00	1,532.64	1,425.42	107.22

VSP Vision	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Extended Plan	19.64	19.64	0.00	19.64	19.64	0.00	19.64	19.64	0.00	19.64	19.64	0.00

Dental	Employee Only			Employee + 1 Child			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Delta Plan C	52.80	52.80	0.00	94.09	77.80	16.29	94.09	77.80	16.29	169.79	111.30	58.49
Delta Plan D	55.87	52.80	3.07	98.98	77.80	21.18	98.98	77.80	21.18	178.48	111.30	67.18
Willamette	57.63	52.80	4.83	95.88	77.80	18.08	95.88	77.80	18.08	153.45	100.71	52.74

Basic Life Insurance	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Standard Basic Life	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	0.00	4.00	4.00	0.00

Employee monthly cost is shown. Payroll deductions will be pre-taxed and split in half between 1st and 2nd pay periods each month.

*County will contribute \$1,200/year to an HSA account for employee only enrollment in a HDHP and \$2,400/year to an HSA account for employee plus dependent enrollment in a HDHP.