COLLECTIVE BARGAINING AGREEMENT

Between
KITSAP COUNTY
and
KITSAP COUNTY DEPUTY SHERIFF'S GUILD

KC-497-19

January 1, 2019 – December 31, 2021

TABLE OF CONTENTS

ARTICLE I – RIGHTS OF THE PARTIES..... 1
SECTION A – RECOGNITION..... 1
SECTION B – GUILD ACTIVITIES..... 1
SECTION C – GUILD SECURITY AND PAYROLL DEDUCTION..... 3
SECTION D – NONDISCRIMINATION..... 3
SECTION E – EMPLOYEE EVALUATIONS..... 4
SECTION F – GRIEVANCE AND ARBITRATION PROCEDURES..... 4
SECTION G – ENTIRE AGREEMENT..... 6
SECTION H – STRIKES AND RELATED MATTERS PROHIBITED..... 7
SECTION I – RIGHTS OF MANAGEMENT..... 7
SECTION J – RELATIONSHIP TO CIVIL SERVICE..... 8
SECTION K – SHERIFF'S RULES AND REGULATIONS..... 8
SECTION L – SUPERIORITY..... 8
SECTION M – SEVERABILITY..... 8
SECTION N – DISCIPLINE AND DISCHARGE..... 9

ARTICLE II – ECONOMICS, HOURS, INSURANCE..... 9
SECTION A – SALARIES..... 9
SECTION A.1. – PAY PERIOD..... 9
SECTION B – EXPERIENCED BASED PAY INCENTIVES..... 9
SECTION C – PROMOTION..... 10
SECTION D – LONGEVITY BONUS..... 10
SECTION E – ASSIGNMENT PAY..... 11
SECTION F – UNIFORM ALLOWANCE..... 12
SECTION G – UNIFORM CLEANING..... 13
SECTION H – HEALTH AND WELFARE BENEFITS..... 13
SECTION I – RETIREMENT..... 15
SECTION J – HOURS OF WORK..... 15
SECTION K – OVERTIME..... 16
SECTION L – LAW ENFORCEMENT OFFICERS' LIABILITY..... 18
SECTION M – SHIFT DIFFERENTIAL..... 18
SECTION N – DEFERRED COMPENSATION..... 19
SECTION O – BILINGUAL PAY..... 19
SECTION P – LATERAL HIRING INCENTIVES..... 19

ARTICLE III – LEAVE SCHEDULE AND ACCRUALS..... 21
SECTION A – HOLIDAYS..... 21
SECTION B – ANNUAL LEAVE..... 22
SECTION C – SICK LEAVE..... 22
SECTION D – ABSENTEEISM & UNEXCUSED ABSENCES..... 25
SECTION E – BEREAVEMENT LEAVE..... 25

ARTICLE IV – FUTURE NEGOTIATIONS..... 26

ARTICLE V – TERM 26

APPENDIX A – SALARY SCHEDULE 28
APPENDIX B – DEPUTY BILL OF RIGHTS 31
APPENDIX C – CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY..... 36
APPENDIX D – SHIFT BIDDING PROCEDURE 51
APPENDIX E – DRUG TESTING..... 52
MEMORANDUM OF UNDERSTANDING #1 – PATROL 57
MEMORANDUM OF UNDERSTANDING #2 – ADMIN & DETECTIVES 64

COLLECTIVE BARGAINING AGREEMENT
KC-497-19

This agreement is made and entered into by and between the **County of Kitsap**, hereinafter known as the **"County"** and **Kitsap County Deputy Sheriff's Guild**, hereinafter known as the **"Guild,"** in order to set forth the wages, hours and working conditions for said Guild's bargaining unit for the term herein below provided.

ARTICLE I - RIGHTS OF THE PARTIES

SECTION A – RECOGNITION

Employer recognizes Guild as the exclusive bargaining representative for the following bargaining unit within the Kitsap County Sheriff's Office as certified by the Public Employment Relations Commission:

The parties mutually recognize the value of consolidating the two separate Collective Bargaining Agreements into a single master agreement with separate addendums while at the same time desiring to continue their recognition of two separate bargaining units, one consisting solely of all regular full-time and regular part-time fully commissioned uniformed deputy sheriffs and the other consisting solely of all regular full-time and regular part-time fully commissioned uniformed Corporals and Sergeants. These bargaining units exclude the Sheriff, Undersheriff, supervisors, confidential employees, and all other employees of the employer.

The parties further recognize that this agreement is subject to independent ratification by both bargaining units, provided that in the event one bargaining unit ratifies the agreement but the other declines to do so, the agreement will be executed as to the ratifying bargaining unit.

SECTION B - GUILD ACTIVITIES

1. The Employer shall allow reasonable time off with pay for Guild members conducting official business that is vitally connected with the Employer's business; provided such time off shall be taken at the consent of the Sheriff or his designee or by the authority of the Board of County Commissioners and provided further that such consent shall not be unreasonably withheld.

    a. Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings and other contract administration matters. One Guild representative shall be allowed to attend any ULP hearing, grievance arbitration hearing or interest arbitration hearing on release time. (This does not prohibit the parties' agreement that more than one Guild representative may attend on release time.)

b. Guild officers and members will be charged annual leave or leave without pay, if no accrued annual leave is available, when they are absent from work to perform internal Guild business. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of Guild business, the Guild officers shall notify their supervisor, obtain approval and notify their supervisor when they return. Subject to any reporting requirements established by the Department of Retirement Systems, a Guild leave bank is available for the Guild to utilize for Guild activities, not otherwise subject to paid release time, as follows:

1) Two (2) hours per year of each employee's annual leave accrual shall be contributed to the Guild leave bank in January of each subsequent year.

2) New hires will begin contributing the January following successful completion of their probationary period.

2. The Employer will attempt to arrange shift schedules or grant time during the course of the normal work day in a manner that the employee members who are part of the Guild's negotiating team will be provided time with pay for purposes of negotiating a new labor agreement; **provided** that no more than four (4) members of the Guild's negotiating team shall be on paid status during negotiation sessions; **provided further** that in no instance shall the County pay overtime to a member of the Guild's negotiating team as a result of this section. The parties understand and agree that the attendance of the Guild's negotiating team members may result in the necessity for the Employer to pay overtime to back-fill or cover the absence of the negotiating team member.

3. A copy of this Agreement shall be posted in a conspicuous place in the Sheriff's Department. The Employer agrees to provide suitable space for the bulletin board in each place of work. Postings by the Guild on such boards are to be confined to official business of the Guild.

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

5. Use of County-owned equipment and facilities shall be in accordance with the Sheriff's policies and procedures. In no event will employees who are off-duty and not on call status use their County-assigned vehicle for the purpose of

attending Guild meetings, unless such attendance is just prior to or directly following their work shift.

SECTION C - GUILD SECURITY AND PAYROLL DEDUCTION

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Guild within thirty (30) days after the employee's date of hire. The Employer will provide the Guild with access to new employees of the bargaining unit consistent with RCW 41.56.037. The Employer and the Guild agree that employees covered under this Agreement should, on or before the thirty-first (31st) day following the beginning of such employment, make an election whether to become a member of the Guild in good standing.

2. The Guild will notify the County of its initiation fees and dues. Upon authorization of an employee in accordance 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 Guild.

3. An employee may revoke her or his authorization for payroll deduction of payments to the Guild in accordance with RCW 41.56.110.

4. The Employer will provide a monthly written report to the Guild transmitted with transfer of deducted dues owed to the Guild ("the transferred amount"). Such report will indicate all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual.

5. Effective within thirty (30) days following ratification and signing by all parties to this agreement, all employees shall subscribe to direct deposit of their biweekly paycheck to a financial institution of their choice.

SECTION D - NONDISCRIMINATION

1. Neither the Employer, Guild, nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race, color, religion, creed, sex, marital status, national origin, age, or sensory, mental or physical handicaps or disability.

2. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee or job applicant.

3. No employee shall be discharged or discriminated against for upholding lawful Guild activities, fulfilling duties as an officer in the Guild or serving on a Guild committee or member thereof.

SECTION E - EMPLOYEE EVALUATIONS

1. Every new employee shall be evaluated on a regular basis during his/her field training period.

2. Every newly promoted employee shall be evaluated following the one hundred and eightieth (180th) and two hundred and seventieth (270th) days of appointment.

3. Every employee shall be evaluated once each year after attainment of permanent status.

4. Evaluations may be used as a factor in granting permanent status, transfers, demotions, and terminations. Evaluations may be subject to review by the Sheriff or his designee within ten (10) calendar days.

SECTION F - GRIEVANCE AND ARBITRATION PROCEDURE

1. Definition: A 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 established in this Section. The Guild or 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. No complaint or grievance involving the same incident, problem or other matter may be filed under this grievance procedure and the Civil Service Commission, subject to Section J of this CBA (Relationship to Civil Service).

2. Guild Representation: Throughout the grievance procedure, an aggrieved employee shall have the right guaranteed by RCW 41.56.080 to represent himself/herself, when the Guild has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance, or to be represented by a Guild official. Nothing in this section shall be construed so as to grant employees the right to proceed to arbitration which right shall be reserved to the Guild in its discretion in accordance with its duty of fair representation.

3. Grievance Procedure:

   Step 1 - A bargaining unit member or the Guild must initiate a first step grievance within fifteen (15) calendar days of the date of the occurrence that gave rise to the grievance, or within fifteen (15) calendar days of the date the grievant or the Guild could reasonably have been expected to know of the alleged violation. The first step grievance should be filed with the employee's immediate supervisor, unless the grievance involves a decision made by an officer above the immediate

supervisor, in which case the grievance should be initiated with the officer up to the level of the Division Chief who imposed the decision. The grievance shall be reduced to writing on an official grievance form which shall contain the following: (1) the facts upon which the grievance is based; (2) reference to the section or sections of the Agreement alleged to have been violated; and (3) the remedy sought. Within fifteen (15) calendar days of the submission of the grievance, the supervisor or manager shall respond to the grievance in writing.

Step 2 - If no settlement is reached in Step 1, the employee, or the Guild may advance the grievance to Step 2 with the Sheriff or Sheriff's designee no later than fifteen (15) calendar days from the date of rejection of the first step grievance.

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

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

a. Arbitrator Selection. In regard to each case reaching Step 3, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within ten (10) working days of the submission of the written request for arbitration, either party may request a list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS). The party requesting a list of arbitrator names will specify that the list include only arbitrators located in the Pacific Northwest region of the United States. An arbitrator shall be selected by alternating strikes, the first strike to be determined by a flip of a coin. The parties may also agree to request a list from PERC.

b. Hearing. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties and shall be empowered to request such data as he/she deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Such

testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private and shall include only the parties in interest and/or their designated representatives and witnesses.

c. Authority of the Arbitrator. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, such decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before him/her and shall refuse to receive any information after the hearing except when there is mutual agreement, and in the presence of both parties. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision shall be made in writing and, if neither party wishes to submit a post-hearing brief, shall be issued to the parties within thirty (30) days after the arbitration hearing. If either or both parties wish to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date agreed upon by the parties or, if they are unable to agree on a date, designated by the arbitrator. If the case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.

d. Costs of Arbitration. Each party shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic costs. The expenses of the arbitrator shall be divided equally between the parties.

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

SECTION G - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective

bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, except as required by RCW 41.56.

SECTION H - STRIKES AND RELATED MATTERS PROHIBITED

1. Guild and Employer agree that RCW 41.56 prohibits strikes by employees, whether acting individually or collectively and employees shall not strike.

2. Employer and Guild agree that public interest requires efficient and uninterrupted Performance of Employer's operations and services and to this end pledge their best effort to avoid or eliminate any conduct contrary to this objective. Disciplinary action, including discharge, may be taken by Employer against any employee or employees engaged in a strike or other illegal activity related to a work stoppage.

SECTION I - RIGHTS OF MANAGEMENT

1. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatever limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto; the determination of the number, size and location of its offices and places of business and equipment to be utilized, and the layout thereof, the right to establish or change shifts, schedules of work and standards of performance, the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency, the right to contract or subcontract any work; the right to designate the work and functions to be performed, the right to establish, administer, or change bonus, incentive or merit compensation plans, the right to make and enforce safety and security rules and rules of conduct; the determination of the number of employees and the direction of the employees; and the right to discipline or discharge employees for just cause.

2. Employer and Guild agree that the above statement of management rights is for illustrative purposes only, and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority and functions of management shall remain exclusively vested in Employer, except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement.

3. The County does not intend that continuation of its management rights clause would require the Guild to waive any bargaining rights it presently has under RCW 41.56.

SECTION J - RELATIONSHIP TO CIVIL SERVICE

It shall be the obligation of the employee, with the concurrence of the Guild, to elect a remedy (Civil Service or grievance arbitration) at Step 2 of the grievance procedure, i.e., prior to submission of the grievance to the Sheriff. Submission of a matter to civil service hearing constitutes an election of remedies and waives the right to pursue the claim under this Agreement.

All newly hired and promoted employees must serve a probationary period. The probationary period for newly hired employees, other than lateral hires, shall end fifteen (15) months from the date of employment. Lateral hires shall be subject to a twelve (12) month probation period from the date of hire. Probationary employees may be disciplined or discharged at any time during the probationary period, and such actions shall not be subject to the grievance procedure or the Civil Service appeal process. Employees promoted to a job classification covered under this Collective Bargaining Agreement shall serve a twelve (12) month promotional probationary period. During this time period, an employee may be reverted to his/her former job classification; such reversion shall not be subject to the grievance procedure. Any loss of time during the probationary period as set forth in the Civil Service Rules shall serve to extend the probationary period for a like amount of time.

SECTION K - SHERIFF'S RULES AND REGULATIONS

Guild and Employer acknowledge the existence of the Sheriff's Rules and Regulations. Except in emergent situations, the Employer shall provide the Guild at least twenty-one (21) days' notice preceding any proposed change in current policies and shall discharge any duties to negotiate such proposed changes that relate to wage, hours, or working conditions. In emergent situations consistent with case law, including but not limited to legal and business necessity, the Employer may be required to implement a policy/procedure immediately. In those instances, the Employer will proceed with implementing the necessary policy and/or procedure as soon as possible and will notify the Guild immediately to begin required bargaining.

SECTION L – SUPERIORITY

Any provision of this Agreement which contravenes any Federal or State law is invalid.

SECTION M – SEVERABILITY

In the event that any portion of this Agreement is held invalid to any party, person or circumstances, the remainder of the Agreement or its application to any other party, person or circumstances shall not be affected. If any portion is held invalid, Guild and Employer shall meet forthwith and proceed to negotiate a replacement provision.

SECTION N - DISCIPLINE AND DISCHARGE
Discipline is defined to include written reprimands, suspensions without pay, disciplinary demotions to a lower paying classification, disciplinary transfers, and discharge. Employees may be disciplined, among other reasons, for violating the Employer's Code of Conduct, set forth in Appendix C of this Collective Bargaining Agreement.

ARTICLE II - ECONOMICS, HOURS, INSURANCE

SECTION A – SALARIES

1. 2019 Wage Adjustment: Effective the first full pay period following execution of this Agreement, the 2018 salary schedule shall be increased by three percent (3.0%).

    a. 2019 Lump Sum: Within two payroll cycles of execution of this Agreement, in lieu of retroactive implementation of the 2019 wage adjustment set forth in sub-section A.1 above, employees shall receive a one-time only lump sum equal to the retroactive implementation of the 2019 wage adjustment to the first full pay period in January 2019. The exact amounts shall be set forth in a separate Letter of Understanding between the parties.

2. 2020 Wage Adjustment: Effective the first full pay period in January 2020, the 2019 salary schedule shall be increased by three percent (3.0%).

3. 2021 Wage Adjustment: Effective the first full pay period in January 2021, the 2020 salary schedule shall be increased by three and one-quarter percent (3.25%).

4. All pay increases will be applied to the first step of the pay scale. The increments between steps will be preserved.

SECTION A.1. - PAY PERIOD
The pay period shall be every two (2) weeks and employees shall receive their biweekly checks on the Friday following the pay period.

Payroll will be administered in such a way that employees are considered in a regular payroll status for eighty (80) hours in every pay period regardless of the shift schedule.

SECTION B - EXPERIENCED BASED PAY INCENTIVES

1. Experienced based pay increases shall be given based on length of employment within current classification.

2. Deputy Sheriff 1's and 2's shall be advanced into step level two (2) twelve (12) months after the initial hiring date and into all other steps twelve (12) months after the preceding advancement.

3. The Sergeant opening step shall be step level four (4), which is set at ten percent (10%) above Top Step Deputy. Sergeants shall be advanced into step level five (5) and above twelve (12) months after the preceding advancement. Step level five (5) and above shall constitute a two and one-half percent (2.5%) increase over the preceding step.

4. Length of employment required for step advancement shall be based on compensable hours only.

SECTION C – PROMOTION

When an employee is promoted to a higher classification, the employee shall be placed in a salary step which provides a minimum salary increase of five percent (5%) above the employee's then existing salary step, effective upon the date of such promotion. Thereafter, the promoted employee shall have a new anniversary date, the date of promotion, and shall receive step advancement as set forth in Article II, Section B of the Collective Bargaining Agreement.

SECTION D - LONGEVITY BONUS

1. Effective the first full pay period in January 2018, upon completion of the following years of employment, Employer shall pay employees, as an annual longevity bonus, the amounts which follow, to eligible employees at the pay period which follows the anniversary date of employment:

7 years of employment	1.50% of annual salary
10 years of employment	2.00% of annual salary
15 years of employment	3.00% of annual salary
20 years of employment	6.00% of annual salary
25 years of employment	7.00% of annual salary

2. In the event that an eligible employee terminates employment for any reason, the employee shall receive a longevity bonus in a prorated 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 placed on protected leave in accordance with state or federal statutes, or is laid off as a result of a reduction in force (RIF) or placed on permanent medical disability, and rehired and the separation does not exceed one (1) year, the longevity bonus shall be computed from the initial employment date; **provided further**, when an employee separates from employment and is subsequently rehired and the separation does not exceed thirty (30) days, the longevity bonus shall be computed from the initial employment date. An employee who separates from employment and is

subsequently rehired, and the separation exceeds thirty (30) days, shall receive full employment credit for actual past period(s) of active service.

SECTION E - ASSIGNMENT PAY

1. Effective the first full pay period following execution of this Agreement, employees within the classification of deputy sheriff and sergeant who are assigned to one (1) of the job functions in sub-section E.3 below shall receive assignment pay equal to three and one-half percent (3.5%) of the employee's base hourly pay for the pay period; provided, however, employees assigned to the Detective job function shall receive assignment pay equal to five and one-half percent (5.5%) of the employee's base hourly pay for the pay period.

2. Effective the first full pay period following execution of this Agreement, employees assigned to two (2) or more of the job functions in sub-section E.3 below shall receive assignment pay of six percent (6%) of the employee's base hourly pay for the pay period; provided, however, employees assigned to the Detective job function, and performing at least one other job function below, shall receive assignment pay equal to eight percent (8%) of the employee's base hourly pay for the pay period.

   Effective the first full pay period in July 2020, employees assigned to two (2) or more of the job functions in sub-section E.3 below shall receive assignment pay of seven percent (7%) of the employee's base hourly pay for the pay period; provided, however, employees assigned to the Detective job function, and performing at least one other job function below, shall receive assignment pay equal to nine percent (9%) of the employee's base hourly pay for the pay period.

3. The following job functions will qualify for assignment pay as provided in this section:

   a. Detective
   b. OPS Investigator
   c. K-9
   d. Bomb Technician
   e. Search & Rescue
   f. Field Training Officer
   g. Traffic Collision Specialist
   h. SWAT Team
   i. School Resource Officer
   j. Community Resource Officer
   k. Drug Recognition Expert

4. 2019 Lump Sum: Within two payroll cycles of execution of this Agreement, in lieu of retroactive implementation of the 2019 changes to assignment pay set forth in sub-section E.1 and E.2 above, employees shall receive a one-time only lump

sum equal to the retroactive implementation of this Section to the first full pay period in January 2019. The exact amounts shall be set forth in a separate Letter of Understanding between the parties.

5. In order to be eligible for assignment pay, employees must be assigned and perform the assignment for a full pay period in order to be eligible for such compensation.

6. Traffic Collision Specialists are employees who, while assigned to investigate collisions as part of the traffic investigation unit, hold a current Technical Accident Investigation Certificate. In order to maintain current certification, an employee must timely complete any continuing education or recertification requirments established by the issuer.

SECTION F - UNIFORM ALLOWANCE

1. The employer will provide all uniforms and equipment used to perform the assignments given to employees consistent with law enforcement industry standards. All items shall be maintained in good condition.

2. Notwithstanding Section 1. above, Detectives, Investigators, and Support Services Sergeant shall receive a uniform allowance of $650, to be paid on the first pay period in January of each year.

3. Uniforms and individual equipment shall be replaced on an as needed, item for item, basis as determined by the Sheriff or his designee.

4. All uniforms and individual equipment purchased by Employer are to be and remain the property of the Employer.

5. Employees who sustain damage, theft, or loss to his/her eyeglasses, wristwatch or firearms, while in a situation of pursuit, arrest, restraining, escorting and detention of a suspect or prisoner, shall be entitled to, at the option of the Sheriff or his designee, receive in payment the following:

    a. Difference, if any, in actual and insurance paid cost to repair or replace his/her eyeglasses.

    b. Cost to repair or replace wristwatch up to a maximum sum of $75.00.

    c. Cost to repair or replace firearm at replacement value. Prior to any repair or replacement of the firearm, the employee must obtain the approval of the Sheriff or designee.

    d. No payment for repair or replacement shall be made if the affected employee fails to provide timely and appropriate documentation and proof

to the Sheriff or his designee, and fails to cooperate with the Prosecuting Attorney in obtaining appropriate restitution.

SECTION G - UNIFORM CLEANING

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

SECTION H - HEALTH AND WELFARE BENEFITS

The County will provide for County-selected medical and hospitalization coverage, vision care, life insurance coverage and dental coverage for regular full-time employees as follows:

1. Medical insurance will be provided as follows:

   a. Medical Insurance January 1, 2019 – Upon Execution. For medical coverage beginning January 1, 2019 through the end of the calendar month during which this Agreement is executed, employee contribution rates will remain the same as 2018 employee contribution rates.

   b. Medical Insurance Upon Execution – December 31, 2019. For medical coverage beginning the calendar month following execution of this Agreement through December 31, 2019, employee contribution rates will increase ten percent (10%) above 2018 employee contribution rates.

   c. Medical Insurance January 1, 2020 – December 31, 2020. For medical coverage beginning January 1, 2020 through December 31, 2020, employee contribution rates will increase three percent (3%) above 2019 employee contribution rates. Effective January 1, 2020, the following changes are made to the Guild's medical plans:

      i. The PPO 2 plan is eliminated as a medical plan option;

      ii. The grandfathered status of the PPO 1 plan under the Affordable Care Act is removed;

      iii. The County's value-based prescription tier is added to the County's medical plans; and

iv. The third party administrator for the PPO 1 plan shall change from Premera to Aetna.

d. Medical Insurance January 1, 2021 – December 31, 2021. For medical coverage beginning January 1, 2021 through December 31, 2021, employee contribution rates will increase five percent (5%) above 2020 employee contribution rates. Effective January 1, 2021, the following changes are made to the Guild's medical plans:

i. The PPO 1 individual annual deductible is increased by $100 and the family annual deductible is increased by $300.

e. 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-and-fifty dollar ($150.00) 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.

2. Dental insurance will be provided as follows:

a. In addition to the medical contributions set forth above, for dental insurance coverage, the County will pay on behalf of regular full-time employees the full cost of County-selected employee-only dental coverage. In addition, the County will pay ninety percent (90%) of the monthly premium cost for County-selected dependent dental coverage.

3. Life insurance will be provided as follows:

a. The County will pay on behalf of regular full-time employees the full cost of County-selected basic life insurance coverage for employees and their eligible dependents.

4. The Employer shall allow employees to change insurance plans offered by the County and add eligible dependents during the annual November open enrollment period.

5. **Long-Term Disability:** The County will contribute the total monthly cost necessary, or ten dollars ($10.00) per month, whichever is lower, to fund, provide, and maintain agreed upon basic long-term disability coverage for regular, full-time and part-time employees.

6. **Pre-tax payments:** All employee contributions will be made pre-tax.

7. **WA Paid Family and Medical Leave:** Effective January 2019, the County will contribute the employer portion of the premium for the WA Paid Family and Medical Leave mandated under RCW 50A.04.

SECTION I – RETIREMENT

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

SECTION J - HOURS OF WORK

1. Employees covered by this Agreement shall work shifts as may be assigned from time to time by the Sheriff or his designee and shall be subject to call in any emergency while off duty.

2. Employees covered by this Agreement shall receive a minimum of eight (8) hours rest between changes in shift assignments; **provided**, the eight (8) hours of rest requirement shall not apply for call-in during emergency.

3. Employer shall make every attempt to ensure that employees covered by this Agreement shall not be required to work a shift that is scheduled to rotate through two (2) or more shifts during the normal work week; **provided**, such limitation shall not apply to regular scheduled shift change-over and temporary assignments necessitated by emergencies.

4. The Sheriff shall retain the discretion to implement a four (4) - ten (10) hour workday week ("4x10") for an individual unit, (Example: Detectives/Investigation, Patrol, Traffic, Crime Prevention, warrants, etc.) or, the entire membership represented by the Guild. The Sheriff shall also retain the discretion to end an individual unit or the entire membership's participation in the four (4) - ten (10) hour workday week and return to the five (5) - eight (8) ("5x8") hour workday week.

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

4. Canine Care. Canine deputy(s) shall be granted one (1) hour per work shift of release time as compensation for the time it is necessary for the deputy to spend to care, groom, feed, maintain and transport the dog during off-duty hours. For example, if a deputy is assigned to five (5) - eight (8) hour shifts weekly, the deputy shall receive five (5) hours release time. If a deputy is assigned to a four (4) - ten (10) hour shift weekly, he/she shall receive four (4) hours weekly.

Records shall be kept up to date each pay period as to actual time spent on such activities. Any such non-regular duty work in excess of five (5) hours per month shall require advance approval from the Sheriff, or his designee.

The release time shall include time it is necessary for the deputy to spend to care, groom, feed, and maintain the dog on days off, vacation and holidays when deputies have the dogs in their possession. The deputy will thus be entitled to the same paid release time for canine care purposes during a scheduled vacation or holiday when the deputy has the dog in his/her possession.

The County has done a study of the time normally taken in the care of the dog outside normal duty hours. It is the opinion of the parties that the above time spent approximates the release time granted. However, it is understood that compensation for canine maintenance work performed by K-9 handlers outside the regular duty assignment (e.g., at-home care of the dog, visits to the veterinarian) may calculate to be a lesser hourly rate than the deputy's regular rate of pay.

The above compensation is in addition to the premium pay received by the deputy for assignment to canine duty.

SECTION K – OVERTIME

1. Overtime shall mean that time an employee works on his/her day off, in excess of his/her regularly scheduled shift, or in excess of 171 compensated hours in a twenty-eight (28) day work cycle. Both parties acknowledge that the County has elected the 7(k) exemption under the Fair Labor Standards Act for the purposes of determining overtime compensation under the FLSA.

2. All overtime must be authorized in advance by the Sheriff or his designee, except in cases of emergency.

3. Employees required to work overtime shall be compensated therefore, by, at the option of the individual, receiving one and one-half (1-1/2) times the employee's regular hourly rate of one and one-half (1-1/2) hours of compensatory time off, for each hour of overtime worked; **provided**, that any earned compensatory time off shall be scheduled by mutual agreement of the employee and Employer or such time shall be paid by the Employer; **provided further**, the maximum accrual of compensatory time shall not exceed eighty (80) hours. Overtime shall be rounded to the nearest fifteen (15) minutes.

4. Employees shall notify the Sheriff or his designee of his/her decision to take compensatory time off or paid compensation at the overtime rate, when advised of his/her overtime duties.

5. Employees, who have completed their scheduled work shift or are on vacation or days off, who are subpoenaed to give testimony in court about events arising out of their employment, or are required by the Sheriff, or his designee, to report back to work, shall receive a minimum of three (3) hours pay at the applicable overtime rate. This provision applies to any scheduled court appearance unless the employee is advised by 5:30 P.M. the previous day that they are released from the subpoena.

6. **Telephone Contact.** Employees who are authorized to perform work via telephone call during their off-duty time shall be guaranteed a minimum of one-half (0.5) hour at the overtime rate for any such telephone calls or actual time worked if the telephone call lasts over one-half (0.5) hour. If the employee is required to receive or to make multiple telephone calls which occur beyond a period of one hour, then the employee shall be eligible for a call back to work minimum three hour period of overtime pay. All over time will be paid in 15 minute increments.

   a. **De minimis.** For purposes of this section, the term, "perform work" shall mean any work-related telephone call, that exceeds seven and one-half (7.5) minutes in duration.

   b. **Quiet Time.** The parties recognize that quiet time is important and accordingly agree that all calls received during such hours outside of regular work hours, regardless of duration, are subject to section K.6 (Telephone Contact). All work related phone calls during this time will be guaranteed a minimum of one-half (0.5) hour at the overtime rate for any such telephone calls or actual time worked if the telephone call lasts over one-half (0.5) hour. If the employee is required to receive or to make multiple telephone calls which occur beyond a period of one hour, then the employee shall be eligible for a call back to work minimum three hour period of overtime pay.

      Each schedule shall have an associated quiet time which applies on normal scheduled work days only, during which any work-related telephone call, including calls equal to or less than seven and one-half (7.5) minutes , shall be considered "performing work". The below chart lists the assigned shift times and their respective Quiet Time hours. The parties agree work hours other than described will follow the same principle.

Assigned Shift	Work Hours during Shift	Quiet Time
First Watch **Detectives and Admin**	0540-1740	2100-0600
Second Watch	1000-2200	2300-0800
Early Third Watch	1300-2340	0100-1000
Late Third	1700-0340	0400-1300
Fourth Watch	1900-0720	0600-1500

7. The Employer may schedule meetings immediately before the beginning of a regular shift without paying three (3) hours pay at the applicable overtime rate only if 1) the meeting is for 90 minutes or less and 2) the employee is notified of the scheduled meeting at least seven (7) calendar days in advance. If those conditions are met, the employee attending the meeting shall be paid the applicable overtime rate for that meeting time only and shall be paid as usual for his or her regularly scheduled shift (including overtime, if any, figured from the regular beginning of that shift).

8. Non-mandatory training requested by and approved for an employee shall not be considered in calculating overtime.

SECTION L - LAW ENFORCEMENT OFFICERS' LIABILITY

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the County will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding.

SECTION M – SHIFT DIFFERENTIAL

Deputies regularly assigned to Third Watch shall receive shift differential pay equal to one percent (1.0%) of the employee's base hourly pay for the pay period. Deputies regularly assigned to Fourth Watch shall receive shift differential pay equal to two percent (2.0%) of the employee's base hourly pay for the pay period. These shift differentials shall not apply to Deputies in the Field Training Program.

Within two payroll cycles following execution of this Agreement, in lieu of retroactive implementation of the the shift differentials set forth in this section, employees shall receive a one-time only lump sum equal to the retroactive implementation of this Section to the first full pay period in January 2019. The exact amounts shall be set forth in a separate Letter of Understanding between the parties.

SECTION N – DEFERRED COMPENSATION

1. **2019:** A one-time only lump sum payment equal to one percent (1.0%) of base annual wages will be made to each active employee's deferred compensation account with the Washington State Deferred Compensation Plan (State DCP) on the second pay day in October 2019; base wages will be calculated based on the wages in effect on the Friday prior to the second pay day in October 2019.

2. **2020:** A one-time only lump sum payment equal to one percent (1.0%) of base annual wages will be made to each active employee's deferred compensation account with the State DCP on the first pay day in July 2020; base wages will be calculated based on the wages in effect on the Friday prior to the first pay day in July 2020.

3. **2021:** Effective the first full pay period in January 2021, the following will occur:

    a. Employees who have completed less than twenty (20) years of service with the Employer: Upon written request by an employee covered by this Agreement, the Employer shall match the employee's payroll deduction into a State DCP deferred compensation account, in an amount not to exceed one percent (1.0%) of the employee's base monthly pay rate.

    b. Employees who have completed twenty (20) or more years of service with the Employer: In lieu of the matching deferred compensation provided in sub-section 3.a above, the Employer shall contribute into a State DCP deferred compensation account an amount equal to one percent (1.0%) of the employee's base monthly pay rate.

4. If it becomes apparent by October 1, 2020, that the new Human Resources Information System (HRIS) Workday cannot successfully implement the deferred compensation contributions outlined in sub-sections 3.a and 3.b above, the parties agree to reopen sub-section 3 for further bargaining at that time.

SECTION O – BILINGUAL PAY

An employee assigned as a Bilingual Interpreter shall receive an additional two percent (2%), based on the employee's hourly regular rate of pay. To be assigned as a Bilingual Interpreter, an employee must be certified in accordance with certification requirements determined by the Sheriff or designee. The parties will determine the languages for which a Bilingual Interpreter is necessary and memorialize such agreement in a separate Memorandum of Understanding.

SECTION P – LATERAL HIRING INCENTIVES

1. Effective upon execution of this Agreement, the parties agree the Employer may, at its discretion, offer one or more of the following lateral hiring incentives to individuals who have previously been employed as a full-time law enforcement

officer with a municipal, county, state-certified tribal, or state law enforcement agency:

a. For purposes of calculating longevity and annual leave accrual rate, recognize a lateral hire's prior service time as a full-time commissioned law enforcement officer, including service time with a qualifying law enforcement agency that is not Kitsap County;

b. Grant one (1) week of annual leave and one (1) week of sick leave upon hire; and

i. "One (1) week" will be fifty-three and one-third (53.3) hours.

ii. Nothing in this sub-section will be interpreted as prohibiting lateral hires from beginning to accrue annual and sick leave on their first day of employment, consistent with sub-section 1.a above.

c. Grant a sign-on bonus not to exceed five-thousand dollars ($5,000), with half of the sign-on bonus to be paid upon hire and half of the sign-on bonus to be paid upon completion of the lateral hire's probationary period.

2. Effective upon execution of this Agreement, existing employees who recruit a lateral hire candidate who is hired and successfully completes probation will be paid a five hundred dollar ($500) referral incentive under the following conditions:

a. The incentive will be paid only once the lateral hire successfully completes probation;

b. The existing employee's referral must be "personal", i.e. not the result of paid outreach or recruiting efforts;

c. The lateral hire candidate confirms that the employee claiming to have made the referral was in fact responsible for recruiting the candidate; and

i. If more than one employee claims to have successfully recruited the same lateral hire candidate, the incoming candidate will designate which employee(s) recruited the candidate and the incentive bonus will either be paid to a single designated employee or the five hundred dollar ($500) incentive will be split among multiple designees.

d. The incentive will be paid on the referring employee's regular paycheck within two payroll cycles of when the lateral hire successfully completes probation.

3. Upon execution of this Agreement, the parties agree that the lateral hiring incentives provided in sub-section 1 above will be extended to all lateral hires hired on or after January 1, 2015, so long as such lateral hires remain employed with Kitsap County as of the date of execution of this Agreement.

ARTICLE III – LEAVE SCHEDULE AND ACCRUALS

SECTION A – HOLIDAYS
The Employer shall observe the following as paid holidays:

COMMONLY CALLED:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day Following Thanksgiving
Christmas Day
2 Floating Holidays

1. If an employee is required to work on one of the following holidays, or if the holiday is celebrated on one of the employee's regular days off, he/she shall receive eight (8) hours of annual leave for each holiday and be paid their regular rate of pay for each hour actually worked on such holidays:

    Martin Luther King Day
    President's Day
    Labor Day

2. If an employee is required to work on one of the holidays below, or if the holiday is celebrated on one of the employee's regular days off, he/she shall receive eight (8) hours of annual leave and be paid at a rate of time and one-half for each hour actually worked on such holidays; **provided**, an employee assigned to work ten (10) hour shifts shall receive ten (10) hours of annual leave and be paid at a rate of time and one-half (1/2) for each hour actually worked on such holidays.

    New Year's Day
    Memorial Day
    Independence Day
    Veteran's Day
    Thanksgiving Day
    The Day following Thanksgiving
    Christmas Day

3. Employees shall receive, and be credited with, eight (8) hours of annual leave for their Floating Holidays.

4. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

SECTION B - ANNUAL LEAVE

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

   a. Upon employment.....80 hours per year
   b. Upon completion of five (5) years employment.....160 hours per year
   c. Upon completion of ten (10) years employment .....190 hours per year
   d. Upon completion of fifteen (15) years employment..220 hours per year

   All deputies who have exceeded the ten (10) years of service category as of January 1, 1999 shall not have their annual leave reduced. They shall be awarded annual leave on the scale of the 1996 contract: ten (10) to fifteen (15) years of service at 200 hours per year and for those who have fifteen (15) years of service their annual leave shall remain at 240 hours.

2. Employees shall attempt to use annual leave during the year in which it is earned. No more than three hundred sixty (360) hours of annual leave may be carried from one calendar year to the next.

3. Upon separation of any employee by retirement, resignation with two weeks notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation.

4. Employees' requests for annual leave shall be made on the Sheriff's Office supplied form and submitted to their immediate supervisor for approval. No leave will be approved unless earned, and to be approved, leave must be taken at a time when it will not impair the efficiency of working units. If the Sheriff or designee determines that the nature of the work is such that no employees or a limited number of employees may be on leave at a given time, the Sheriff or designee may establish non-leave or restricted leave periods. In addition, the Sheriff or designee may designate up to five (5) weeks beginning in middle January in which annual leave use will be restricted for training scheduling purposes.

SECTION C - SICK LEAVE

1. Sick leave shall accumulate at the rate of ten (10) hours for each month of employment; **provided**, that no more than twelve hundred (1200) hours of sick leave may be carried from one calendar year to the next.

2. Paid sick leave shall be allowed for the following:

   a. An employee's mental or physical illness, injury or health condition;

b. Preventive care such as a medical, dental or optical appointments and/or treatment;

c. Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;

1) "Family member" is defined as a child or parent (including biological, adopted, foster, step, legal guardian, or in loco parentis), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild, or sibling.

2) Accrued sick leave may be used for bereavement leave as provided in this manual under the section related to "Bereavement Leave."

d. Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;

e. If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

1) Authorized use of paid sick leave for domestic violence, sexual assault or stalking includes:

i. Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.

ii. Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.

iii. Attending health care treatment for a victim who is the employee's family member.

iv. Obtaining, or assisting the employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.

v. To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence,

sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.

vi. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

3. Upon retirement, employees who are members of the Law Enforcement Officers and Firefighters' Retirement Plan (LEOFF) will receive payment for fifty percent (50%) of accumulated sick leave based upon the rate of pay at the time of retirement.

4. Upon an employee's death, the employee's beneficiary will receive payment for all accumulated sick leave based upon the rate of pay at the time of death.

5. Sick Leave Administration:

a. Sick Leave will be administered in a manner that is consistent with the Civil Service Rules and any applicable collective bargaining agreement. Sick leave administration should also be fair and nondiscriminatory. No employee should be subject to retaliation or discrimination for the existence of a medical condition for themselves or one of their family members.

b. Any sickness or injury for which an employee desires to take sick leave shall be reported at least 10 days in advance, or as early as practicable. If an employee is not able to report for the start of his/her regular shift due to illness or injury, notification must be made prior to the beginning of that work shift. If the employee is incapacitated or physically unable to contact his or her supervisor, the employee will contact his or her supervisor as expeditiously as possible.

c. Supervisors shall inform their employees of the manner in which the employees are to report their absences. Employees shall report their absences in the manner directed by their supervisor. If the supervisor requires personal contact and the supervisor is not available, employees shall contact the on duty supervisor or the lieutenant. Supervisors may expect the employee to report the anticipated length of absence, if known.

d. The employee will need to repeat this notification for each day that they are ill, unless otherwise directed by the supervisor. If the employee has a physician's release-from-duty, the employee will not need to repeat the notification for the duration of the release. Early return from an extended

absence requires personal notification. For absences longer than three (3) days, the employer may request verification by the employee's doctor that the employee is ready to return to duty if there is some question about that readiness. Early notification of an unscheduled absence is important so that other arrangements can be made, if necessary, to facilitate a smooth and efficient resumption of duties.

e. When employees know of the need to use sick leave in advance, the employee will provide notice to the supervisor at least 10 days in advance, or as early as practicable. Employees are encouraged to schedule appointments, whenever possible, outside their regular working hours, during non-peak periods or near the beginning or end of their scheduled shift.

f. The employer has a right to monitor sick leave use.

SECTION D – ABSENTEEISM & UNEXCUSED ABSENCES

1. Employees are required to maintain regular and prompt attendance on their jobs. Regular and prompt attendance is an essential function of each employee's job. Once an employee has reported to work as scheduled, any absence during the workday must be reported. Absenteeism, tardiness, and unauthorized absences during the scheduled workday may result in leave without pay, and/or disciplinary action depending on the frequency and duration of absences. Disciplinary action may include, but is not limited to: oral warnings, written reprimands, suspension without pay, reduction of annual leave, reduction in rank, or discharge.

2. Definitions:

   a. Absenteeism: The voluntary or involuntary absence from work, including:
      1) Failure to report for work
      2) Late arrival to or early departure from work
      3) Absences from the work area during the day

   b. Unexcused Absences:
      1) Those absences for which no valid or truthful reason is given, or failure to follow proper procedures when requesting the absence.

   c. The definitions under sub-sections 2.a and 2.b above shall not include absences for sick leave as permitted under Article III, Section E (Sick Leave).

3. Supervisors and command officers are responsible for consistently enforcing the Sheriff's policies regarding absenteeism, including properly and fairly documenting employees' performance.

SECTION E - BEREAVEMENT LEAVE
Bereavement leave with pay is allowed when an employee experiences a death in the employee's immediate family. Immediate family members 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

No more than three (3) days bereavement leave is allowed per occurrence and is not cumulative. Employees shall be allowed at least five (5) days off per occurrence; provided, the fourth (4^{th}) and fifth (5^{th}) day is charged to the employee's sick leave. Additional time off required for grieving can be authorized as sick leave. An employee must obtain approval of the Employing Official or a designee prior to taking leave either orally or in writing (including electronic mail); provided if the need for the bereavement leave is not anticipated or foreseeable, the employee shall notify the immediate supervisor and obtain verbal approval as soon as practicably possible.

ARTICLE IV - FUTURE NEGOTIATIONS
Negotiations on proposed amendments to this Agreement may be had at any time by mutual agreement of Guild and Employer. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing and shall not, therefore, open all subjects to negotiation.

On or before July 1, 2021, the Guild and Employer shall meet to discuss and negotiate a replacement for this Agreement. Each party is encouraged to submit to the other written replacements for this Agreement. Each party will diligently investigate and analyze proposals submitted by the other. In the event that agreement is not reached upon the initial meeting, the parties shall thereafter meet as frequently as necessary to reach agreement. Both Guild and Employer pledge to bargain and negotiate in good faith.

ARTICLE V – TERM
Unless otherwise stated specifically within the Agreement, this Agreement shall be in full force and effect between the Guild and Employer, Kitsap County, from January 1, 2019 or upon execution, whichever is later, through December 31, 2021.

KITSAP COUNTY DEPUTY SHERIFF'S GUILD

9/19/19

Jason Hedstrom, President Date

KITSAP COUNTY SHERIFF'S OFFICE

9.18.19

Gary Simpson, Sheriff Date

DATED this 23 day of SEPTEMBER 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO , Commissioner

ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

Rates Effective: **9/30/2019**

Kitsap County

Deputy Sheriff Guild (Non-exempt)

Salary Schedule (Annual/Hourly)

Grade Class: S00 **Hr/Day** 8.00

Pay Grade: S09

Job Type	Description	01	02	03	04	05	06	07
L010SB	Deputy Sheriff 1	67,142.40	70,491.20	74,006.40	77,708.80	81,598.40	85,675.20	
L011SB	Deputy Sheriff 2	32.28	33.89	35.58	37.36	39.23	41.19	

Pay Grade: S11

Job Type	Description	01	02	03	04	05	06	07
L020SB	Sergeant				94,265.60	96,616.00	99,028.80	101,504.00
					45.32	46.45	47.61	48.80

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.

Thursday, September 05, 2019 Job types and descriptions have been updated as of the date indicated in the footer. Page 1 of 1

Rates Effective: **1/6/2020**

Kitsap County

Deputy Sheriff Guild (Non-exempt)

Salary Schedule (Annual/Hourly)

Grade Class: S00 **Hr/Day** 8.00

Pay Grade: S09

Job Type	Description	01	02	03	04	05	06	07
L010SB	Deputy Sheriff 1	69,160.00	72,612.80	76,252.80	80,059.20	84,052.80	88,254.40	
L011SB	Deputy Sheriff 2	33.25	34.91	36.66	38.49	40.41	42.43	

Pay Grade: S11

Job Type	Description	01	02	03	04	05	06	07
L020SB	Sergeant				97,094.40	99,528.00	102,024.00	104,582.40
					46.68	47.85	49.05	50.28

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.

Rates Effective: **1/4/2021**

Kitsap County

Deputy Sheriff Guild (Non-exempt)

Salary Schedule (Annual/Hourly)

Grade Class: S00 **Hr/Day** 8.00

Pay Grade: S09

Job Type	Description	01	02	03	04	05	06	07
L010SB	Deputy Sheriff 1	71,406.40	74,984.00	78,728.00	82,659.20	86,798.40	91,145.60	
L011SB	Deputy Sheriff 2	34.33	36.05	37.85	39.74	41.73	43.82	

Pay Grade: S11

Job Type	Description	01	02	03	04	05	06	07
L020SB	Sergeant				100,256.00	102,772.80	105,352.00	107,993.60
					48.20	49.41	50.65	51.92

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.

DEPUTY BILL OF RIGHTS - APPENDIX B

A. General Procedures

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

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

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

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

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

6. When possible, the questioning shall be conducted at a reasonable hour, preferably at time when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular employer procedures.

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

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

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

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

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

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

12. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays. And any unexplained or unreasonable delay shall be rebuttably presumed to have prejudiced the accused's ability to defend himself or herself against the resulting charges. In general, the employer shall provide the employee notice that it contemplates issuing disciplinary action within ninety (90) days after it receives the initial complaint about the employee's actions or inactions unless circumstances exist requiring the investigation to take longer. After ninety (90) days have elapsed from the receipt of the initial complaint, the Employer shall notify the employee and the Guild of the following facts: (a) when the employer anticipates completing the investigation; (b) a general description of the investigation's status. Subsequently, if the employer

realizes that it will not complete the investigation within the time it has specified, the employer shall notify the employee and the Guild of the information required herein.

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

B. When the investigation results in departmental charges being filed

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

C. Use of Lethal Force

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

D. Personnel Records.

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

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

3. The employer shall disclose information in personnel files in accordance with state law. Prior to disclosing personnel file documents (other than employment

verification information) the Employer will give the affected bargaining unit member notification of the request. If the Employer believes that the document(s) is subject to disclosure, it will notify the employee. The affected bargaining unit member shall have ten (10) working days to provide the Employer any reason for not releasing the requested document(s) and/or to give the employee an opportunity to prevent the release at the expense of the Guild or the employee prior to releasing the requested documents. The employee may waive the notice requirement.

4. Only one official personnel file shall be maintained on a bargaining unit member, though a copy of the file may be maintained at the Sheriff's Office. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on a bargaining unit member's job performance or a supervisory working file. For purposes of this section a "supervisory working file" consists of material relevant to the preparation of the employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, or other records related to an employee's performance. Supervisors will maintain the file with documents from the previous year plus the current evaluation year. Employees may submit a written request for removal of reprimand records two (2) years from the date of their issuance, if no further incidents or discipline occur.

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

E. <u>DISCIPLINE</u>.

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

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

3. A conference meeting shall be conducted following the three (3) working day review period, unless an extension has been granted. The employee will be afforded the opportunity to present any mitigating evidence he/she deems pertinent; the employee may submit the information orally or in writing. The session may be tape-recorded by either party provided all participants and the employee consent, in accordance with state law requirements. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded. Upon request, the employee shall be given a copy of any tape-recording made by the employer. The employee may be represented at the conference by his/her Guild representative(s), the total not to exceed two (2) people for the employee.

4. Following a consideration of any additional information provided by the impacted employee, the final determination will be made. The employee will be notified

in writing of the final determination and provided with a copy of any additional documents generated through the due process meeting process.

APPENDIX C

CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY

TABLE OF CONTENTS

PAGE

I. PREAMBLE....2

II. GENERAL STATEMENT....2

III. DEFINITIONS....3

IV. THE CANONS, with Ethical Standards and Disciplinary Rules....4

- Canon One....4
- Canon Two....5
- Canon Three....6
- Canon Four....7
- Canon Five....10
- Canon Six....11
- Canon Seven....13
- Canon Eight....14
- Canon Nine....14

CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY FOR KITSAP COUNTY PEACE OFFICERS

I. PREAMBLE

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

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

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

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

II. GENERAL STATEMENT

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

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

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

III. DEFINITIONS

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

A. "*Peace officer"* means a regular employed and full-time sheriff, undersheriff, or deputy sheriff of Kitsap County.

B. "*Canons*" are statements of axiomatic norms, expressing in general terms the standards of professional conduct expected of peace officers in their relationship with the public, the criminal justice system, and the peace officer profession. They embody the general concepts from which the Ethical Standards and the Disciplinary Rules are derived.

C. "*Ethical Standards"* are directional statements that represent the objectives toward which every peace officer shall strive. They constitute a body of principles that can be relied upon by the peace officer for guidance in specific situations.

D. *"Disciplinary Rules"* are mandatory precepts that specify an unacceptable level of conduct for all peace officers, regardless of their rank or the nature of their assignment. Any peace officer that violates any rule shall be guilty of unprofessional conduct, and shall be subject to disciplinary action. Violation of disciplinary rules requires appropriate adjudication through a continuum of disciplinary action, ranging from oral reprimand to termination and/or criminal prosecution of other administrative action sanctioned by law, as dictated by the individual case.

E. *"Enforcement Procedures"* prescribes the fundamental rights of an accused officer which shall be adhered to in each and every disciplinary investigation or proceeding against the officer. This does not preclude an employing agency from establishing a more comprehensive procedure, but serves to guarantee to each peace officer a minimum procedure that ensures fair and just treatment.

F. *"Administrative investigation"* is an investigation conducted to determine whether or not an office has violated any provision of this code, or an agency rule or regulation; or whether an officer is impaired or unfit to perform the duties and responsibilities of a peace officer.

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

IV. PEACE OFFICER CANNONS OF ETHICS

With

ETHICAL STANDARDS and DISCIPLINARY RULES

CANON ONE

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

ETHICAL STANDARDS

STANDARD 1.1 Peace officers shall recognize that the primary responsibility of their profession and of the individual officer is the protection of the people within the jurisdiction of the United States through upholding of their laws. The most important of which are the constitution of the United States and the Constitution of the State of Washington.

STANDARD 1.2 Peace officers shall be aware of the extent and the limitations of their authority in the enforcement of the law.

STANDARD 1.3 Peace officers shall apply themselves to the diligent study of the principles and new enactment's of the laws they enforce.

STANDARD 1.4 Peace officers shall be responsible for keeping abreast of current case law as applied to their duties.

STANDARD 1.5 Peace officers shall endeavor to uphold the spirit of the law, as opposed to enforcing merely the letter of the law.

STANDARD 1.6 Peace officers shall respect the dignity and the human rights of all individuals, and shall uphold the Constitutional rights of all persons.

DISCIPINARY RULES

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

RULE 1.1 they knowingly violate the Constitutional rights of any person.

RULE 1.2 they willfully fail to take action under circumstances in which it is clearly within their scope of duties and ability to protect the Constitutional rights of another and is consistent with their training.

RULE 1.3 they demonstrate by their performance, either by acts of commission or omission, that they lack sufficient knowledge of the law to properly perform their duties.

RULE 1.4 they willfully abuse their authority.

RULE 1.5 they willfully fail to take action in the enforcement of legally enacted laws under circumstances in which refusal to take action would be considered an abuse of police power.

CANON TWO

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

ETHICAL STANDARDS

STANDARD 2.1 Peace officers shall be aware of their lawful authority to use that force reasonably necessary in securing compliance with their lawful enforcement duties.

STANDARD 2.2 Peace officers shall truthfully, completely, and impartially report, testify, and present evidence in all matters of an official nature.

STANDARD 2.3 Peace officers shall follow legally sanctioned practices in such areas as interrogation, arrest or detention, searches, seizures, use of informants, and collection and preservation of evidence.

STANDARD 2.4 Peace officers shall follow the principles of integrity, fairness, and impartiality in connection with their duties.

DISCIPLINARY RULES

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

RULE 2.1 they willfully use excessive force under color of authority.

RULE 2.2 they willfully fail to use or attempt to use that force or restraint reasonably required under the circumstances.

RULE 2.3 they exhibit cowardice in the performance of their duties.

RULE 2.4 they knowingly, with intent to deceive or misrepresent, omit relevant facts or otherwise falsify an official report.

RULE 2.5 They knowingly, with intent to deceive or misrepresent, omit relevant facts or otherwise falsify information, testimony, or evidence, which they provide in their official capacity.

RULE 2.6 they willfully allow expediency to replace compliance with lawfully required procedures.

RULE 2.7 they willfully fail to deal fairly and impartially with those whom they contact in their official capacity.

CANON THREE

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

ETHICAL STANDARDS

STANDARD 3.1 Peace officers, as professional, shall maintain an awareness of those factors affecting their responsibilities.

STANDARD 3.2 Peace officers, during their tour of duty, shall diligently devote their time and attention to the effective and professional performance of their responsibilities.

STANDARD 3.3 Peace officers shall ensure that they are prepared for the effective and efficient undertaking of their assignment.

STANDARD 3.4 Peace officers shall maximize the use of the equipment and material available to them.

STANDARD 3.5 Peace officers shall be prepared to and shall respond effectively to the exigencies of their office.

STANDARD 3.6 Peace officers, with due regard for compassion, shall maintain an objective and impartial attitude in official contacts.

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

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

DISCIPLINARY RULES

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

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

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

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

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

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

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

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

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

CANON FOUR

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

ETHICAL STANDARDS

STANDARD 4.1 Peace officers shall refrain from consuming intoxicating beverages to the extent that it results in impairment which brings discredit upon the profession or their employing agency, or renders them unfit for their next tour duty.

STANDARD 4.2 Peace officers shall not consume intoxicating beverages while on duty, except to the degree permitted in the performance of official duties, and under no circumstances while in uniform.

STANDARD 4.3 Peace officers shall not use any narcotics, hallucinogens, or any other controlled substances except when legally prescribed. When such controlled substances are prescribed, officers shall notify their superior officer of any limitations resulting from such use, as well as the expected duration of its use, prior to reporting for duty.

STANDARD 4.4 Peace officers shall not engage in off-duty conduct that has reasonably foreseeable adverse effects on the Sheriff's Office reputation and/or on its ability to carry out its mission, and/or renders the officers unable to perform their duties.

STANDARD 4.5 Peace officers shall not undertake any financial obligations which they know or reasonably should know they will be unable to meet, and shall pay all just debts when due.

STANDARD 4.6 Peace officers shall not engage in illegal political activities.

STANDARD 4.7 Peace officers shall not permit or authorize for personal gain the use of their name or photograph and official title identifying them as peace officers in connection with testimonials or advertisements for any commodity, commercial enterprise, or commercial service which is not the product of the officer involved.

STANDARD 4.8 Peace officers shall not engage in any activity which would create a conflict of interest, or would be in violation of any law.

STANDARD 4.9 Peace officers shall at all times conduct themselves in such a manner that they do not bring discredit to the peace officer profession or their employing agency.

STANDARD 4.10 Peace officers shall not manifest disrespect or insolent, mutinous, or other insubordinate attitude or conduct, either by action, speech or behavior.

STANDARD 4.11 Peace officers shall conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow officers, superiors and subordinates.

STANDARD 4.12 Peace officers shall not engage in any strike, work obstruction or abstention, in whole or in part, from the full, faithful and proper performance of their assigned duties and responsibilities, except as authorized by law.

STANDARD 4.13 Peace officers shall maintain a neutral position with regard to the merits of any labor dispute, political protest, or other public demonstration, while acting in an official capacity.

DISCIPLINARY RULES

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

RULE 4.1 they consume intoxicating beverages to the extent that it results in impairment which brings discredit upon the profession, or their employing agency, or renders them unfit for their next tour of duty.

RULE 4.2 they consume intoxicating beverages when in uniform.

RULE 4.3 they consume intoxicating beverages while on duty, except in the performance of official duties.

RULE 4.4 they use any controlled substances not legally prescribed; or, when controlled substances are prescribed, they fail to notify their superior prior to reporting for duty of any limitations resulting from such use, as well as the expected duration of its use.

RULE 4.5 they engage in any conduct in their personal or business affairs which adversely affects their performance, or brings discredit to the peace officer profession or their employing agency.

RULE 4.6 they undertake any financial obligation which they know, or reasonably should know they will be unable to meet, and they fail without just cause to pay all debts when due.

RULE 4.7 they engage in any illegal political activities.

RULE 4.8 they permit or authorize for personal gain the use of their name or photograph and official title identifying them as officers, in connection with testimonials or advertisements of any commodity or commercial enterprise which is not the product of the officer involved.

RULE 4.9 they recommend to the public in any manner, when acting in their official capacity, the employment or procurement of a particular product, professional service, or commercial service with the intent to further the interests of one vendor over another, or to receive personal gain.

RULE 4.10 they willfully engage in any activity which constitutes a conflict of interest or is in violation of any law.

RULE 4.11 they engage in conduct unbecoming.

RULE 4.12 they accept extra-departmental employment or participate in the management, operation, or ownership of any business or enterprise which conflicts with their responsibilities and obligations to the employing agency, or adversely affects their efficiency or effectiveness in the performance of official duties.

RULE 4.13 they willfully refuse, fail to obey, or otherwise manifest an insubordinate attitude toward any lawful and proper order.

RULE 4.14 they manifest disrespect, insolence, or mutinous conduct either by action, speech, or behavior.

RULE 4.15 they fail to conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow officers, superiors, and subordinates.

RULE 4.16 they willfully engage in any strike, work obstruction or abstention, in whole or in part, from the full, faithful and proper performance of their assigned duties and responsibilities, except as provided by law.

RULE 4.17 they fail to maintain a neutral position with regard to the merits of any labor dispute, political protest, or other public demonstration, while acting in an official capacity.

CANON FIVE

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

ETHICAL STANDARDS

STANDARD 5.1 Peace officers shall not restrict the freedom of individuals, whether by detention or arrest, except to the extent necessary to legally and reasonably apply the law.

STANDARD 5.2 Peace officers shall recognize the rights of individuals to be free from capricious or arbitrary acts which deny or abridge their fundamental rights as guaranteed by law.

STANDARD 5.3 Peace officers shall not use their official position to detain any individual, or to restrict the freedom of any individual, except in the manner and means permitted or prescribed by law.

DISCIPLINARY RULES

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

RULE 5.1 they abuse the authority vested in them by willfully restricting the freedom of any person without legal justification.

RULE 5.2 they act in an arbitrary manner to deny any person a fundamental right without legal justification, whether through direct action or by refusing to act in a reasonable manner to protect a person whose rights are being denied.

RULE 5.3 they use their official position to detain, or to restrict the freedom of any individual, by a method or means that is contrary to law.

CANON SIX

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

ETHICAL STANDARDS

STANDARD 6.1 Peace officers shall recognize that every person in our society is entitled to professional, effective, and efficient law enforcement services.

STANDARD 6.2 Peace officers shall comport themselves so as to set exemplary standards of performance for all law enforcement personnel.

STANDARD 6.3 Peace officers shall maintain the integrity of their profession through complete disclosure of those who violate any of these rules of conduct, violate any law or who conduct themselves in a manner which tends to discredit the profession.

STANDARD 6.4 Peace officers shall have responsibility for reporting to proper authorities any known information which would serve to disqualify candidates from transferring within or entering the profession.

STANDARD 6.5 Peace officers shall be responsible for maintaining a level of education and training that will keep them abreast of current techniques, concepts, laws, and requirements of the profession.

STANDARD 6.6 Chief executive peace officers shall accept the responsibility of utilizing all available resources and the authority of their office to maintain the integrity of their agency and the competency of their officers. These Canons, Ethical Standards, and Disciplinary Rules shall apply to all peace officers of a duly constituted political entity, from the chief administrator to the most junior of officers.

STANDARD 6.7 Peace officers shall assume a leadership role in furthering their profession by encouraging and assisting in the education and training of other members of the profession.

DISCIPLINARY RULES

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

RULE 6.1 they willfully fail to expend the required effort in the provision of services, whatever the status of the recipient.

RULE 6.2 they willfully fail to maintain or demonstrate the degree of competency expected of a peace officer.

RULE 6.3 they knowingly fail to disclose or report to proper authority those officers who are incompetent, in circumstances in which the incompetence puts the public, fellow officers, or the officer him/herself in jeopardy, dishonest or in willful violation of any of these rules or standards of professional conduct

RULE 6.4 they knowingly fail to disclose or report to proper authority, or to assist in the exposure of those officers who commit any act which brings discredit to the profession, or who otherwise demonstrates themselves to be unsuited for the profession.

RULE 6.5 they knowingly fail to disclose to proper authority any adverse or derogatory information at their disposal which might serve to disqualify any candidate from transferring within or entering the profession.

RULE 6.6 they demonstrate by their performance a lack of sufficient knowledge of current techniques, concepts, laws and requirements of the profession to properly, efficiently, and effectively perform their duties.

RULE 6.7 they use their position to exempt themselves from compliance with any law applicable to the general public.

RULE 6.8 they knowingly fail to report to superiors, or to act within their sphere of responsibility to correct, through training and education, officers deficient in their performance.

RULE 6.9 they, as chief executive peace officers willfully fail to accept the responsibility of utilizing available resources or fail to assert the authority of their office in maintaining the integrity of their agency and the competency of their officers.

CANON SEVEN

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

ETHICAL STANDARDS

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

STANDARD 7.2 Peace officers, whether requested through appropriate channels or called upon individually, shall render needed assistance to any other officer in the proper performance of their duty.

STANDARD 7.3 Peace officers shall, within legal and agency guidelines, endeavor to communicate to the people of their community the goals and objectives of the profession, and keep them apprised of conditions which threaten the maintenance of an ordered society.

STANDARD 7.4 Peace officers shall recognize their role in the criminal justice system and shall accept the responsibility for maintaining liaison, providing assistance, and striving to improve the effectiveness of that system.

DISCIPLINARY RULES

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

RULE 7.1 they willfully fail to render appropriate assistance to any other officer.

RULE 7.2 they willfully fail to cooperate, within legal and agency guidelines, with personnel of other criminal justice agencies as well as their own.

CANON EIGHT

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

ETHICAL STANDARDS

STANDARD 8.1 Peace officers shall refuse to offer, give, or receive gifts, favors or gratuities, either large or small, which can be reasonably interpreted as capable of influencing official acts or judgments. This standard is not intended to isolate peace officers from normal social practices, or to preclude gifts among friends, associates or relatives, where appropriate.

STANDARD 8.2 Peace officers shall not consider their badge of office as a license designed to provide them with special favor or consideration.

DISCIPLINARY RULES

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

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

1) Seeks to influence action of an official nature or seeks to affect the performance of an official duty, or

2) Has an interest that may be substantially affected, either directly or indirectly, by the performance of an official duty.

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

CANON NINE

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

ETHICAL STANDARDS

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

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

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

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

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

DISCIPLINARY RULES

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

RULE 9.1 they knowingly breach the confidentiality of information by releasing, or allowing to be viewed or used, any official information or reports, except in compliance with the law and regulations of their agency.

RULE 9.2 they willfully fail to disclose to proper authority that confidential information necessary for the proper performance of their duties.

APPENDIX D

SHIFT BIDDING PROCEDURE
Terms of Patrol Division Shift Bidding Procedure
(Entered into Via Letter of Understanding on 3/17/08)

1. Shift rotations will occur twice each year; on the third Monday of April and October. Each patrol deputy and sergeant will bid once each year, for two consecutive six-month rotations. Bidding will be based on seniority.

2. Three patrol shift rosters for each of the two rotations will be presented at the beginning of February. Each shift roster will contain one space for each available day-off position on that shift. Deputies and sergeants will choose their shift and days-off for both of the two six month periods. The selections will be done in order, by seniority, by placing their name on the appropriate shift roster and days-off slot, until all three shift rosters are filled.

3. In the event transfers must be made due to staffing shortages, training necessities or other emergencies, volunteers will be solicited. If no volunteers are available, least-senior deputies will be selected.

4. Shift Trade requests will be submitted to all effected shift supervisors for review for approval and subject to final approval by the shift lieutenant.

5. Deputies making trades should be aware that scheduled leave would not automatically transfer with them when they trade shifts. They will be solely responsible for making leave requests on their new shifts by submitting them for approval in the normal manner.

6. This policy does not apply to probationary deputies. Shift schedules for probationary status deputies will be assigned as necessary, considering the employees training needs and expectations of the Field Training Officer (FTO) Program.

7. Least-senior deputies may be re-assigned to another shift as necessary to accommodate training, administrative assignments or other shift management needs. All shift adjustments or re-assignments will be based on operational necessity.

8. This shift bidding procedure will be conducted on a trial basis for 12 months. After the initial implementation of this procedure and the completion of a 12 month period, a review of the process will be done. The review will evaluate the effects the procedure has on patrol shift resource management and to determine the benefits in continuing this practice. At the conclusion of the trial period, patrol deputies and sergeants will return to the previous shift assignment practices in place as of January 10, 2008, unless the parties mutually agree to continue the shift bidding procedure.

APPENDIX E

DRUG TESTING

1. Statement of Principle. The County, Guild and the employees it represents recognize that the use of drugs and alcohol which adversely affects job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow employees and to the efficient operations of the Department. Therefore, the parties agree that the procedures set forth in the Sheriff's Office Policy and Procedures Manual shall apply if there is reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs, or has consumed alcohol during work or prior to work such that the consumption has an adverse effect on the employee's ability to perform his/her job.

2. Prohibited Drugs and Substances. Employees are hereby informed that drugs or substances that are prohibited by the County include: (1) All illegal drugs; (2) All prescription drugs for which the employee does not have a prescription; (3) Alcohol or other substances that have any adverse effects on an employee's job performance.

3. Preconditions to Drug Testing. Before any employee may be tested for drugs or substances, the County's decision to do so must be based on the following:

    a. Reasonable suspicion based upon objective facts and inferences drawn therefrom that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs, or has consumed alcohol during work or prior to work such that the consumption has an adverse effect on the employee's ability to perform his/her job; or

    b. The Agreement of the County, the Guild and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.

4. Policy. The following policy is adopted into this Agreement by the parties:

1.0. Grounds for Testing

Drug and alcohol testing pursuant to these procedures shall be permitted if the County possesses facts that give rise to a reasonable suspicion that an employee is currently or has recently been engaging in the use of illegal drugs, in the abuse or illicit use of legal drugs, or has consumed alcohol during work or prior to work such that the consumption has an adverse effect on the employee's ability to perform his/her job; or pursuant to an agreement between the County, the Guild and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.

2.0. Testing Mechanisms

2.1. The following mechanisms shall be used for any drug test performed:

2.1.a. Any screening testing performed shall use an immunoassay (IA) method. If the laboratory selected by the parties does not provide for RIA testing, then any screening testing shall be performed by Thin Layer Chromatography (TLC).

2.1.b. Any positive results shall be confirmed through use of the gas chromatography/mass spectrometry (GC/MS) test.

2.1.c. The parties agree that other U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMSHA) methods or techniques may be substituted for the above, provided that the testing mechanisms recognized by authorities as reasonable and are at least as reliable as the current techniques.

2.1.d. In the event SAMSHA does approve new techniques the parties agree to reopen these provisions. However, such approval will not serve to invalidate a test taken under the techniques set forth in 2.1a – 2.1c above.

2.1.e. Positive tests thresholds shall be defined by current SAMSHA standards, which may be modified from time to time by the U.S. Department of Health and Human Services.

2.2. The following testing mechanisms shall be used for alcohol tests performed:

2.2.a. A breath test may be administered by a representative of the Employer. It may be subjected to confirmation by blood testing if requested by the employee.

2.2.b. In extraordinary circumstances, the Employer may require that a blood alcohol sample be taken from the employee.

2.2.c. Blood alcohol samples will be taken by a medical professional.

2.3. The County will pay for all tests and related costs except as otherwise provided under Section 3.5 of these procedures.

3.0 Procedures to be used when the sample is given:

The following procedure shall be used whenever an employee is requested to give a urine sample:

3.1. Prior to testing, the employee will be required to list all drugs currently being used by the employee on a form. This form, and all document and information concerning drug testing, shall remain confidential.

3.2. A urine sample will be taken of the employee. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

3.3. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in secure and refrigerated atmosphere. One (1) of the samples will be sent or delivered to a testing laboratory approved for urine specimen testing by SAMHSA.

3.4. The sample first will be tested using the screening procedure set forth in Section 2.1.a. of this Article. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section 2.1.b. of this Article will be used. Other tests may be substituted as provided for in 2.1.c.

3.5. If the confirmatory test is positive for the presence of an illegal drug, the Medical Review Officer (MRO) will notify the County and the employee of the positive result. The employee will be provided with copies of all documents pertinent to the test sent to or from the County by the laboratory. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing and at the employee's expense. This laboratory will be selected from a list of SAMHSA approved laboratories compiled by the Guild and the County. The County will be given a copy of the results.

3.6. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and a chain of evidence.

4.0. Consequences of Positive Test Results or Refusal to Cooperate in Testing Process

4.1. An employee whose test results for alcohol concentration are confirmed with a detectable level of less than 0.02 in the bloodstream shall be sent home on sick leave. If the employee has no accrued sick leave available, the employee shall be placed on leave without pay. This procedure does not preclude disciplinary action from being imposed based upon the totality of the circumstances.

4.2. An employee whose test results for alcohol concentration are confirmed with a detectable level of 0.02 or above shall be subject to disciplinary action as provided for in the employee's collective bargaining agreement.

4.3. An employee who has tested positive for the presence of illegal drugs or abuse of drugs shall be subject to disciplinary action as provided for in the employee's collective bargaining agreement.

4.4. An employee additionally may be referred to an employee assistance program or appropriate drug or alcohol counseling/treatment. An employee undergoing treatment will be required to complete a program pursuant to a "return to work agreement". Failure of the employee to follow the treatment program as prescribed will be grounds for disciplinary action. Such agreement may include unannounced drug/alcohol testing.

4.5. Any employee who refuses to comply with a request for a drug/alcohol test, or who engages in conduct that clearly obstructs the collection process, including attempting to contaminate a specimen, will be considered insubordinate and subject to disciplinary action, up to and including termination. Any employee who fails to provide adequate breath for testing or who fails to produce a urine specimen without a valid medical explanation after s/he has received notice of the testing requirement will be regarded as refusing to be tested.

5.0 Employee Rights

5.1. An employee who tests positive shall have the right to challenge the accuracy of the test results as set forth in Section 3.5.

5.2. Employees who voluntarily seek assistance concerning an alcohol or other substance abuse problem, prior to detection by the County, will not be disciplined by the County for seeking assistance and referral to a treatment program. Employees seeking such assistance, however, will not necessarily be excused from disciplinary action for acts of misconduct or engaging in other conduct that warrants disciplinary action. Such employees may be assigned alternative duty or removed from duty, using accrued sick and/or other accrued paid leave if available (or placed on leave without pay status, if no paid leave is available), if they pose a direct threat to the health or safety of other employees.

6.0. Prescription Drugs

All employees who must use a prescription drug that causes adverse side effects (*e.g.*, drowsiness or impaired reflexes or reaction time), shall inform their supervisor that they are taking such a medication according to the advice of a physician. Although the employees need not inform their supervisor of the specific medication, such employees are responsible for informing their supervisor of the possible side effects of the drug on their performance and the expected duration of its use. If the prescription drug use could cause safety or production problems, a supervisor may grant the use of accrued sick leave or temporarily assign the employee different duties, if available.

7.0. Role of the Medical Review Officer (MRO) and Consulting Physician

The County shall select a Medical Review Officer to review drug-testing results.

7.1. Duties

7.1.a. Recipient of Drug Testing Results. The MRO will be the sole recipient of SAMHSA drug testing results from the laboratory and positive results of all non-SAMHSA drug-testing results.

7.1.b. Verification of Positives. The MRO will confirm that the laboratory report of a positive result is correct. The MRO, if necessary will:

- Review the individual's medical history, including any medical records and biomedical information provided by the employee.

- Afford the individual an opportunity to discuss the test results with the MRO or a local designated consulting physician.

- Determine whether there is a legitimate medical explanation for the result, including legally prescribed medication.

- Request, as needed, pertinent analytical records or require reanalysis of any specimen to verify results.

7.2. Release of Results.

Test results will be released only under the following circumstances:

7.2.a. The MRO will report all positive test results (after review) and all positive and negative test results to the Kitsap County individual designated to receive the results. This information will be shared as necessary for discipline or corrective action purposes.

7.2.b. The MRO may release the results to a third party only when the person tested signs an authorization for the release to an identified person.

7.2.c. The MRO may release the results of a drug/alcohol test to the person who was tested.

7.3. Reporting

The MRO will only report to Kitsap County's designated representative or designee.

7.4. Relationships

7.4.a. Testing Laboratories. The MRO will be the primary contact for technical inquiries to the testing laboratory.

7.4.b. Treatment and Rehabilitation Facilities. When appropriate, the MRO will have direct contact with substance abuse professionals regarding drug positives.

7.5. Reports

The MRO will retain test records pursuant to his or her own medical record retention policies and procedures.

MEMORANDUM OF UNDERSTANDING

#1

Kitsap County Sheriff's Office
Patrol Division
PATROL SCHEDULE and STRUCTURE CHANGE AFFECTING PATROL PERSONNEL ON TEN HOURS AND FORTY MINUTE SHIFT SCHEDULE
MEMORANDUM of UNDERSTANDING

Definitions

1. "Team" is defined as the squads that comprise a work group that provide 24 hour coverage on a particular day. There are two Teams: Green and Gold.
2. "Squad" is defined as the Deputies reporting to a Sergeant and assigned to a specific watch or shift.
3. "Shift" is defined as one work period (1st Watch – Day shift, 2nd Watch – Mid shift, 3rd Watch –Swing shift or 4th Watch - Graveyard) and is comprised of 10 hours and 40 minutes.
4. "Long Term" is defined as any time frame more than 30 consecutive days.
5. "KCDSG" is the Kitsap County Deputy Sheriff's Guild.
6. "7k/28 days" is defined as trade days, which are days that are exchanged on a one for one (day for day) ratio taken within the current 28 day work period. All trade days or hours will be recorded on the shift calendars or current scheduling program by a Supervisor.
7. "Flex" is defined as a change of shift start and end times.
8. "Contractual Overtime" – A Deputy assigned to work a shift comprised of 10 hours and 40 minutes shall receive overtime compensation as set forth in the Overtime section of the current collective bargaining agreement (CBA) for all hours worked in excess of the 10 hours and 40 minute shift.

The parties to this MOU acknowledge that the County has adopted the 7(k) exemption under the Fair Labors Standards Act (FLSA) for the purposes of establishing a twenty-eight (28) day work period with a FLSA overtime threshold of 171 hours and that in doing so the parties are able to implement this new schedule. The 28-day work period coincides with two bi-weekly pay periods used by the County.

The Schedule

This schedule is for Deputies and Sergeants assigned to the Patrol Division only.

1. Deputies and Sergeants will work a cycle of consecutive days as follows: 5 days on duty, 4 days off duty, 5 days on duty, 4 days off duty, 5 days on duty, 5 days off duty. This represents one cycle.
2. The daily on duty shift is 10 hour 40 minutes in length.
3. Overlap of teams will occur on Fridays.
4. Shift assignments of Deputies assigned to Specialty assignments will be determined by the Chief of Patrol.

Shift Start and Ending Times

The following hours apply to Deputies on the 10 hour 40 minute shift schedule only:

1st Watch – Day Shift early	0540-1620 hours
1st Watch – Day Shift late	0700-1740 hours
2nd Watch – Mid Shift early	1000-2040 hours
2nd Watch – Mid Shift late	1120-2200 hours
3rd Watch – Swing Shift early	1300-2340 hours
3rd Watch – Swing Shift late	1700-0340 hours
4th Watch – Graveyard shift early	1900-0540 hours
4th Watch – Graveyard shift late	2040-0720 hours

The following hours apply to Sergeants on the 10 hour 40 minute shift schedule only:

1st Watch – Day Shift	0540-1620 hours
2nd Watch – Mid Shift	1120-2200 hours
3rd Watch – Swing Shift	1600-0240 hours
4th Watch – Graveyard shift	2040-0720 hours
Specialty Sergeant	0700-1740 hours

The parties agree to re-examine the shift start and end times after twelve (12) months of operation of the new schedule and work together to arrive at mutual agreement on any changes to these start and end times, if necessary.

Overlap days

1. Squads scheduled to regularly work on "overlap days" will work their normal shifts (1st, 2nd, 3rd and 4th watches).

- Squads may be assigned to attend training, conduct proactive work, respond to calls for service or complete other duties as assigned.
- The Sheriff's Office will provide a minimum of (14) days' notice for activities requiring a squad or individual to flex their hours (shift start and end times). This (14) days' notice can be waived by mutual agreement.

Patrol Shift Bidding

1. Shift bids will occur once each calendar year; for two shift changes. The bid will begin on the second Monday of September of each year; except for the initial shift bid.
2. Shifts are bid in six calendar month blocks.
    - The first six month block will begin on the first Monday of the first full pay period of the year and run through the second Sunday of the thirteenth pay period of the year.
    - The second six month block will begin on the first Monday of the fourteenth pay period of the year and run through the second Sunday of the twenty sixth pay period of the year.
3. Deputies and Sergeants must stay on the same Team (Green or Gold) for the entire calendar year.

4. If a Deputy or Sergeant switches Teams when bidding the next calendar year, it may cause some employees to work more than five consecutive days. The parties agree that these additional days will be taken as 7k/28 days (trade days at a 1:1, day for day ratio and must be taken within the current 28 day cycle) and will be by mutual agreement. The County will not pay overtime or grant compensatory time due to employees rotating from their initially selected Team unless required by FLSA guidelines.
5. All Sergeants will bid by seniority.
6. All Deputies will bid by seniority.
7. This section of the MOU does not apply to Deputies with less than two (2) years of experience. Shift schedules for Deputies with less than two (2) years of experience will be assigned as necessary, considering the employees training needs and the expectations of the FTO Program. Should the Deputy reach their (2) two year anniversary in the first six month block, they will be allowed to bid for the second six month block.

Recommended Minimum Staffing Levels

The recommended minimum staffing levels vary throughout each 24 hour period. A shift Sergeant, with input from the Patrol Lieutenants and Patrol Chief will have the discretion to operate a shift above or below recommended levels based on call volume and available personnel.

Covering Short Term Deputy and Sergeant Shift Shortages

1. Shift Sergeants have the discretion to hold over and / or call in additional Deputies to supplement their scheduled staffing.
2. A shift Sergeant will first solicit volunteers from the on duty shifts to fill a shortage. If more than one Deputy volunteers, the Sergeant has the discretion to choose the Deputy who will fill the shortage.
3. If no Deputy volunteers, the Sergeant will call "off- duty" Deputies until they locate a volunteer to fill the shortage.
4. If necessary during a shortage, the Sergeant can mandate Deputies to remain on duty; however only until a volunteer can be located. Deputies will be chosen in reverse seniority to fill these mandatory slots. No Deputy should be mandated to work overtime more than once per work week; in these cases the next junior Deputy should be selected. In all cases where a Deputy is mandated to fill a shortage a Patrol Lieutenant should be consulted.
5. All of the above provisions will apply to both Deputy Sheriff's and Sergeant's.

Covering Long Term Deputy and Sergeant Shortages

1. Volunteer(s) will be sought to change squads within the Shift or Team to fill-in where needed.
2. If no Deputy volunteers on the same Team, volunteer(s) will be sought from the other Team.
3. If no Deputy still volunteers, then Deputies may be ordered to move to another shift/squad/team by reverse seniority.

4. Specialty positions may be asked to voluntarily move to the affected squad for the duration of the shortage. A specialty Deputy filling a patrol position will maintain their specialty pay and other benefits of their current assignment.
5. If no specialty assignment Deputy volunteers to fill the position, specialty assignment Deputies may be ordered to move to the affected squad(s). The Chief of Patrol has the sole discretion in assigning these types of positions when filling long term vacancies. These positions include, but are not limited to:
   a. Traffic Deputies
   b. Community Resource Officer
   c. School Resource Office
   d. Training Officer
6. All of the above provisions will apply to both Deputy Sheriff's and Sergeant's.

Patrol Training Days

1. The standard 10 hour 40 minute shift will be utilized to cover travel time and training time. Any training day up to 10 hours and 40 minutes but not less than 9 hours will be counted as an entire work day.
2. A training day that is less than 9 hours, including travel time, but excluding meal breaks greater than 30 minutes, requires the employee to report directly to work after the training and work the remaining time necessary to fulfill a full 10 hours and 40 minute shift. Employees may also take the time off utilizing accrued leave or compensatory time with supervisor approval.
3. Mandatory training that exceeds 10 hours and 40 minutes time will be considered overtime and will be handled in accordance with the KCDSG collective bargaining agreement.
4. Voluntary training days on scheduled days off will be taken as 7k/28 days as staffing levels allow. The date(s) the 7k/28 days are taken will be mutually agreed to by the Sheriff's Office and the Employee. The 7k/28 day(s) will be selected and approved prior to the employee attending the training and must be taken within the current 28-day work cycle. If the 7k/28 day cannot be taken within the same 28 day work cycle, hour for hour comp time can be approved. Any voluntary training that exceeds the employee's normally scheduled shift length (i.e.- 8hrs, 10hrs or 10hrs 40min) on scheduled work days or scheduled days will be taken as 7k/28days.
5. Mandatory training on scheduled days off may be taken as overtime or comp time per the collective bargaining agreement.
6. The Sheriff's Office will provide a minimum of (14) days' notice for mandatory training on scheduled work days requiring a squad or individual to flex their hours (shift start and end times). This (14) days' notice can be waived by mutual agreement.

In-Service Training

1. Work shifts may be changed by the employer to accommodate structured in-service training as follows. There will be no more than four (4) structured in-service training days per year:
   A. With at least twenty eight (28) calendar days advance notice provided to the employee.
   B. The shift change will be for a full training day.

C. The parties further agree that the foregoing may be changed by mutual agreement, on a case-by-case basis.

2. The Sheriff's Office may restrict leave for employees to attend four (4) structured in-service days.

Miscellaneous Provisions

1. The maximum number of work hours allowed for Deputies and Sergeants to work will normally be 16 consecutive hours in any 24 hour period. Deputies and Sergeants should be provided a minimum of eight (8) hours of rest between shifts. This also applies to any agency sponsored "off-duty" employment. Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall be responsible for approving such exceptions. Examples of exigent situations where Deputies may be required to work more than 16 hours in a 24 hour period include, but are not limited to: necessary report completion, major investigations such as those involving BARRK Felonies, and court appearances.
2. When a voluntary transfer or disciplinary transfer occurs that moves an employee from this schedule to another schedule or from another schedule to this schedule, any time after the January shift bid, the County will calculate the hours already worked and the hours scheduled to be worked for the remainder of the year. Should the combined hours exceed 2080 hours; the County will work with the employee to schedule the time off over the remaining pay periods in the year. Should the calculated hours equal less than 2080 hours, the employee will be required to work the number of hours required to equal 2080 hours (pay back mode). The employee may "payback" the time at the beginning or ending of their normally scheduled shift, or on their days off, provided that the dates and times are mutually agreed to by the employee and the Sheriff's Office. When an employee is working an extended shift, or working on their day off in "pay back" mode there will be no overtime compensation for that time. This section would not apply to Deputies who are required to transfer due a long term or short term transfer.
3. Annual leave, sick leave and comp time accrual remain the same. 10 hours and 40 minutes is needed to take a full day off under this schedule.
4. Premium Holiday compensation will be paid per the "Holidays" article of the collective bargaining agreement. (Article III, Section A of the CBA)
5. Holiday accrual in lieu of holidays off will be 100 hours of accrued vacation time (10 holidays at 10 hours per holiday) and one floater holiday at 8 hours for a total of 108 hours of leave.
6. Requests for vacation, compensatory time, sick leave and bereavement leave will be taken in twenty minute (20) minute increments, with the minimum request of twenty (20) minutes.
7. All light duty assignments, administrative assignments and specialty assignments may remain on a five (5) day, eight (8) hours shift schedule with contractual overtime compensation handled as set forth in the current collective bargaining agreement at the discretion of the Patrol Chief. When this change in working hours occurs it will be handled in the same manner as #3 above.

Terms of the Agreement

1. The 10 hour 40 minute (5 on, 4 off; 5 on, 4 off; 5 on, 5 off) pilot program is expected to begin on the first Monday of the first full pay period of 2015.
2. Any change to this schedule/agreement must be by mutual agreement between the parties; the KCDSG, the Sheriff's Office and Kitsap County.
3. This agreement supersedes all previous related MOU's and KCDSG contract provisions to the extent they conflict with any of these provisions. In the event the parties revert from the pilot program schedule, those terms are restored.
4. Either party reserves the right to revert back to the prior schedule. Should either party desire to revert back to the prior schedule, they must provide sixty (60) calendar days' notice of its intent to do so.

KITSAP COUNTY SHERIFF'S OFFICE

By: _____
Sheriff, Sheriff's Office

Dated: 2.27.15

KITSAP COUNTY DEPUTY SHERIFF'S GUILD

By: _____
President, Deputy Sheriff's Guild

Dated: 02/26/2015

MEMORANDUM OF UNDERSTANDING

#2

Kitsap County Sheriff's Office
Detective Division and Administrative Positions

DETECTIVE and ADMINISTRATIVE POSITIONS
SCHEDULE and STRUCTURE CHANGE
MEMORANDUM of UNDERSTANDING

Definitions

1. "KCDSG" is the Kitsap County Deputy Sheriff's Guild
2. "Shift" is defined as one work period and is comprised of 8 hours or 10 hours.
3. "7k/28 days" is defined as trade days, which are days or hours that are exchanged on a one for one ratio taken within the current 28 day work period. All trade days or hours will be recorded on the shift calendars or current scheduling program by a Supervisor.
4. "Flex" is defined as a change of shift start and end times.
5. "Detective" is defined as any Sergeant or Detective assigned to any of the following units:
    a. General Detectives
    b. WestNET
    c. Special Investigations Unit
6. "Administrative Positions" is defined as any Deputy or Sergeant assigned to one of the following positions:
    a. Civil Unit Deputy
    b. Public Information Officer
    c. Community Resource Officer
    d. School Resource Officer
    e. Training Officer
    f. Office of Professional Standards Sergeant
    g. Support Services Sergeant
    h. Administrative Assignment
    i. Approved Light Duty Assignment
7. "Contractual Overtime"- A Detective, Deputy or Sergeant assigned to work a shift comprised of 8 hours or 10 hours shall receive overtime compensation as set forth in the Overtime section of the current collective bargaining agreement (CBA) for all hours worked in excess of 8 hours if the Detective, Deputy or Sergeant is working 8 hour shifts or 10 hours if the Detective, Deputy or Sergeant is working 10 hour shifts.

The parties to this MOU acknowledge that the County has adopted the 7(k) exemption under the Fair Labor Standards Act (FLSA) for the purposes of establishing a twenty-eight (28) day work period with the FLSA overtime threshold of 171 hours and that in doing so the parties are able to implement this new schedule. The 28-day work period coincides with two bi-weekly pay periods used by the County.

Schedules

General Detective Division

The following schedule is for Detectives and Sergeant(s) assigned to the General Detective Division.

1. Detectives and Sergeant(s) will either work five 8 hour shifts or four 10 hour shifts. The Sergeant(s) assigned to the Detective Division may work four 10 hour shifts only when mutually agreed upon by the Sheriff's Office.
2. There must be a minimum of three detectives on the eight hour shift schedule. The Division Chief will reassess the appropriate staffing level prior to the posting of the shift schedule.
3. This MOU does not prohibit more than three detectives from being on the five 8 hour shift schedule.
4. Detectives can elect to stay on the five 8 hour shift schedule for an extended period of time.
5. When fewer than three detectives volunteer to work the 5 day/8 hour shift, detectives will rotate through the five 8 hour shift for two consecutive pay periods, via an established schedule.

Administrative Positions, WestNET and Special Investigation Unit

The following schedule is for Detectives, Deputies and Sergeants assigned to an Administrative Position, WestNET or the Special Investigations Unit.

1. Deputies, Detectives and Sergeants will either work five 8 hour shifts or four 10 hour shifts, based on assignment, and the needs of the division.
2. Deputies, Detectives and Sergeants assigned to an Administrative Position, WestNET or the Special Investigations Unit may work a four 10 hour shift schedule only when mutually agreed upon by the Sheriff's Office.

Training Days

1. The standard 8 hour or 10 hour shift will be utilized to cover travel time and training time. Any training day up to 10 hours but not less than 9 hours will be counted as an entire work day for employees on a 10 hour shift. Any training day up to 8 hours but not less than 7 hours will be counted as an entire work day for employees on a 8 hour shift.

2. A training day that is less than 9 hours (for employees on a 10 hour shift) or 7 hours (for employees on a 8 hour shift), including travel time, but excluding meal breaks greater than 30 minutes, requires the employee to report directly to work after the training and work the remaining time necessary to fulfill a full shift. Employees may also take the time off utilizing accrued leave or compensatory time with supervisor approval.
3. Mandatory training that exceeds 10 hours (for employees on a 10 hour shift) or 8 hours (for employees on a 8 hour shift) will be considered overtime and will be handled in accordance with the KCDSG collective bargaining agreement.
4. Voluntary training days on scheduled days off will be taken as 7k/28 days as staffing levels allow. The date(s) the 7k/28 days are taken will be mutually agreed to by the Sheriff's Office and the Employee. The 7k/28 day(s) will be selected and approved prior to the employee attending the training and must be taken within the current 28-day work cycle. If the 7k/28 day cannot be taken within the same 28 day work cycle, hour for hour comp time can be approved. Any voluntary training that exceeds the employee's normally scheduled shift length (i.e.- 8hrs, 10hrs or 10hrs 40min.) on scheduled days off or scheduled work days will be taken as 7K/28 days.
5. Mandatory training on scheduled days off may be taken as overtime or comp time per the collective bargaining agreement.
6. The Sheriff's Office will provide a minimum of (14) days' notice for mandatory training on scheduled work days requiring an individual to flex their hours (shift start and end times). This (14) days' notice can be waived by mutual agreement.

In-Service Training

1. Work shifts may be changed by the employer to accommodate structured in-service training as follows. There will be no more than four (4) structured in-service training days per year:
    A. With at least twenty eight (28) calendar days advance notice provided to the employee.
    B. The shift change will be for a full training day.
    C. The parties further agree that the foregoing may be changed by mutual agreement, on a case-by-case basis.

2. The Sheriff's Office may restrict leave for employees to attend four (4) structured in-service days.

Miscellaneous Provisions

1. The maximum number of work hours allowed for Deputies and Sergeants to work will normally be 16 consecutive hours in any 24 hour period. Deputies and Sergeants should be provided a minimum of eight (8) hours of rest between shifts. This also applies to any agency sponsored "off-duty" employment. Exceptions may be made due to exigent or emergency situations. The shift supervisor responsible for the overtime period shall be responsible for approving such exceptions. Examples of exigent situations where Deputies may be required to work more than 16 hours in a 24 hour period include, but are not limited to: necessary report completion, major investigations such as those involving BARRK Felonies, and court appearances.
2. Annual leave, sick leave and comp time accrual remain the same.
3. Premium Holiday compensation will be paid per the "Holidays" article of the collective bargaining agreement. (Article III, Section A of the CBA)

4. Holiday leave accrual will follow the "Holidays" article of the collective bargaining agreement (Article III, Section A of the CBA).

Terms of the Agreement

1. The five 8/ four 10 schedule General Detective Schedule is expected to begin on March 2, 2015.
2. Any change to this MOU must be by mutual agreement between the parties; the KCDSG, the Sheriff's Office and Kitsap County.
3. This agreement supersedes all previous related MOU's and KCDSG contract provisions to the extent they conflict with any of these provisions. In the event the parties revert from the schedule, those terms are restored.
4. Either party reserves the right to revert back to the prior schedule. Should either party desire to revert back to the prior schedule, they must provide sixty (60) calendar days' notice of its intent to do so. If both parties agree to revert back to the prior schedule, the 60 calendar days' notice maybe waived. If an emergent staffing issue exists, the Sheriff's Office may revert back to the prior schedule without giving 60 days notice.

KITSAP COUNTY SHERIFF'S OFFICE

By: _____

Sheriff, Sheriff's Office

Dated: 2-27-15

KITSAP COUNTY DEPUTY SHERIFF'S GUILD

By: _____

President, Deputy Sheriff's Guild

Dated: 02/26/2015