

**MEMORANDUM OF UNDERSTANDING**

**By and Between  
KITSAP COUNTY**

**And**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL  
1308-CS, AFSCME, AFL-CIO (CORRECTIONS SERGEANTS)**

**KC-505-16-A**

**RE: Resolution of 2012 Leave Audit**

This Memorandum of Understanding is entered into by Kitsap County ("County") and AFSCME 1308-CS ("Union"). The parties mutually agree as follows:

**Background**

In 2012, when a Sheriff's Office employee retired, the Sheriff's Office discovered that his leave was not properly calculated. Upon further investigation, it appeared that other employees' leave may not be correct as well. Consequently, the Sheriff's Office looked back three years for all Sheriff's Office employees. The audit revealed that some had been given too much leave, and others not enough. The leave amounts were corrected.

On June 12, 2017, the Kitsap County Deputy Sheriffs Guild reached a settlement with the County on terms and conditions to resolve a grievance arising from the correction of leave amounts. That settlement mandated the return of a portion of the leave hours lost to employees as a result of the 2012 leave audit.

In the interest of equity for all Sheriff's Office employees, the Union and County now agree to return a portion of the leave lost to Union members as a result of the 2012 leave audit under the following terms and conditions:

1. For purposes of this Memorandum of Understanding, the following definitions shall apply:
  - a. Union member will mean any employee who was a member of the Union at the time the County undertook the 2012 leave audit and who is still employed with the County as of May 31, 2017. This definition excludes any individual who is currently a member of the Sheriff's Office non-represented management.
  - b. Total Hours Lost will mean the total hours lost, collectively, by all Union members as a result of the 2012 leave audit. This number will be determined based on information obtained from Kronos and the Leave

Database during the 2012 leave audit.

- c. Total Hours Gained will mean the total hours gained, collectively, by all Union members as a result of the 2012 leave audit. This number will be determined based on information obtained from Kronos and the Leave Database during the 2012 leave audit.
  - d. 2012 Pay Rate will mean the top step Corrections Sergeant wage effective on January 16, 2012.
  - e. 2017 Pay Rate will mean the top step Corrections Sergeant wage effective on January 9, 2017.
2. The County will return a proportion of annual leave and sick leave hours, according to the formula in Section 3 below, to Union members who lost leave as a result of the 2012 leave audit.
3. The following formula shall be used to calculate the percentage of hours to be returned, collectively, to all Union members who lost leave as a result of the 2012 leave audit:

**Percentage of Total Hours to be Returned =**  
 $((\text{Total Hours Lost} - \text{Total Hours Gained}) \times 2012 \text{ Pay Rate}) / 2017 \text{ Pay Rate}$

4. Based on the formula in Section 3 of this Memorandum of Understanding, the following percentage of hours will be returned to all Union members who lost leave as a result of the 2012 leave audit:

Annual Leave	49.98%
Sick Leave	81.91%

For example, if a Union member lost 10 hours of annual leave and 8 hours of sick leave as a result of the 2012 leave audit, that Union member would be returned 5 hours of annual leave (10 hrs x 49.98%) and 6.55 hours of sick leave (8 hrs x 81.91%).

5. Union members who lost leave during the 2012 leave audit but who are no longer employed with the County as of May 31, 2017 shall not be eligible for return of leave hours or any other form of compensation as a result of this Memorandum

of Understanding.

6. Attachment 1 to this Memorandum of Understanding lists the specific leave amounts to be returned to each impacted Union member.
7. No Union member who gained hours as a result of the 2012 leave audit will lose the hours gained or be required to repay the County for hours used.
8. Under no circumstance shall a Union member receive compensation under this Memorandum of Understanding except in the form of additional leave hours added to their current leave balances.


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

Except as expressly provided herein, this Memorandum of Understanding shall be effective upon execution by the parties.

This Memorandum of Understanding shall be non-citable and non-precedent setting as to any former, current, or future employees.

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**KITSAP COUNTY CORRECTIONS  
SERGEANTS' UNION**

  
Keith Hall, President  
AFSCME, Local 1308-CS

6/27/17  
Date

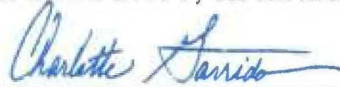
  
Aaron Cole, Staff Representative  
AFSCME, Local 1308-CS

7/19/17  
Date

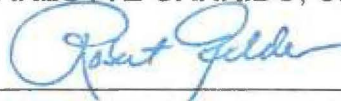
DATED this 24 day of July 2017.

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





CHARLOTTE GARRIDO, Chair



ROBERT GELDER, Commissioner

NOT PRESENT

EDWARD E. WOLFE, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

**ATTACHMENT 1 – Leave Amounts to Return to Union Members**

**CORRECTIONS SERGEANTS**

	<b>Annual Hours to Return</b>	<b>Sick Hours to Return</b>
Billingsley, Scott		
Dick, Craig		<b>13.11</b>
Fitzwater, Richard	<b>23.99</b>	
Glover, Anthony	<b>12.49</b>	
Hall, Keith	<b>18.46</b>	
Hudgins, Steven		<b>40.96</b>
Lawson, Steve	<b>16.14</b>	
Sapp, Penny		
Schroath, Wade	<b>10.00</b>	

**CONTRACT AMENDMENT**

**By and Between  
KITSAP COUNTY**

**And**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL  
1308-CS, AFSCME, AFL-CIO (CORRECTIONS SERGEANTS)**

**KC-505-16-B**

**RE: Leave, Leave Administration, and 2018 Health and Welfare Modifications**

The parties, Kitsap County (County) and AFSCME Local 1308-CS (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-505-16 (hereinafter CBA), as follows:

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

**ARTICLE II. ECONOMICS, HOURS, INSURANCE**

**SECTION E – HEALTH AND WELFARE BENEFITS**

- 1. The County will make contributions in the amounts listed below for funding, providing, and maintaining insured medical and dental benefits and life insurance, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.
- 2. **Medical Insurance Contributions:** For coverage effective January 2017 through December 2019, the County will make medical contributions as follows:
  - a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above
    - i. 2017: effective with the January 2017 rates, the County and employee monthly contributions toward medical coverage are set forth below:

<b>Premiera Classic</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$607.22	\$75.04
Employee + Spouse	\$1,216.74	\$181.82

Employee + Child(ren)	\$1,050.64	\$143.28
Employee + Family	\$1,661.90	\$248.34

<b>Premera Value</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$607.38	\$18.78
Employee + Spouse	\$1,219.38	\$64.18
Employee + Child(ren)	\$1,051.92	\$43.82
Employee + Family	\$1,648.00	\$105.20

<b>Premera HDHP/HSA 1500</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$515.04	\$10.50
Employee + Spouse	\$1,011.62	\$65.68
Employee + Child(ren)	\$869.76	\$49.92
Employee + Family	\$1,366.36	\$105.10

<b>Group Health Classic</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$557.76	\$23.24
Employee + Spouse	\$1,107.62	\$83.38
Employee + Child(ren)	\$965.82	\$50.84
Employee + Family	\$1,496.54	\$130.14

<b>Group Health Value</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$543.46	\$0.00
Employee + Spouse	\$1,091.78	\$22.28
Employee + Child(ren)	\$941.46	\$9.50
Employee + Family	\$1,491.16	\$30.44

<b>Group Health Access PPO</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$607.22	\$75.04
Employee + Spouse	\$1,216.74	\$181.82
Employee + Child(ren)	\$1,050.64	\$143.28
Employee + Family	\$1,661.90	\$248.34

<b>Group Health HDHP/HSA 1500</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$433.28	\$0.42
Employee + Spouse	\$843.12	\$45.96
Employee + Child(ren)	\$725.98	\$32.94
Employee + Family	\$1,135.84	\$78.48

- ii. 2018: effective with the January 2018 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally. For example, if the Group Health medical rate

increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%).

(1) Effective January 1, 2018, the County shall cease to offer the Kaiser Access PPO plan.

(2) For January 2018 only, no medical premiums shall be deducted from employee paychecks.

ii. 2019: the parties reopen on 2019 medical benefits

b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions in 5% increments based upon the percentage of full-time FTE status for the year as established and approved by the Employing Official and the Kitsap County Budget Office.

2. **Waiver of Medical Coverage:**

a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.

b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year, at 5% increments starting at .70 FTE (example: an employee whose established and approved FTE in a given year is .70, will receive 70% of a full-time employee's waiver incentive payment (\$100.00), which equals \$70.00). Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment.

3. **No Double Coverage:** No County employee may have double coverage under County-sponsored medical plans (i.e., employees may not cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).

4. **Dental Benefits, County Contribution:** The County will make contributions as indicated below.



- a. County Contribution:
  - (1) **Regular, full-time employees:** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty percent (50%) of the contribution rate or twenty-~~seven and one-half~~five dollars (~~\$27.50~~25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
  - (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
- b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
- c. The County-selected base dental plan provides substantially similar benefits to those provided by the Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit).
- d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care dental plan.
5. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.
6. **Annual Medical Examination:** Employer agrees to make available to all Corrections Sergeants one (1) annual medical examination; **provided**, that such examination shall be conducted by a medical doctor and facility designated by the Sheriff or his/her designee.
7. **Supplemental Disability Insurance:** Employer shall sponsor and provide supplemental disability insurance coverage for all PERS/PSERS eligible personnel regularly employed thirty (30) or more hours per week; **provided**, that the Employer's contribution shall not exceed one-third (1/3) of each individual's monthly cost, or ten dollars (\$10.00), whichever is lower; **provided further**, participation and subscription shall be voluntary and at the option of the employee.

8. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
9. **Changes to Coverage during Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.

### **Medical Benefits Committee**

The Union representative on the joint labor-management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Union representative may, but will not be required to cast a vote. If the Union representative votes for a majority recommendation to the Board of County Commissioners, such recommendation will become a tentative agreement between the parties, subject to final ratification by the bargaining unit membership and approval by the Board of County Commissioners as part of a successor collective bargaining agreement.

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to establish more definite rules for the Medical Benefits Committee's function. Beginning at any time during the term of the agreement, the County or the Medical Benefits Committee may call for joint labor-management discussions, as mutually agreed by the parties, to draft and propose such rules. Any such rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

10. **Pre-tax payments: Effective with the benefit year of 2018, all employee contributions will be made pre-tax.**

### **SECTION H – WORK PERFORMED IN HIGHER CLASSIFICATION**

An employee who is assigned to perform in a higher job classification for five (5) or more consecutive calendar days, shall be paid five percent (5%) above their current hourly wage for work temporarily performed in the higher classification; **provided:**

1. That the referred five (5) days shall be related to consecutive calendar days for each separate and specific incident or work project.
2. Written pre-approval is obtained from the Sheriff or designee.
3. The employee is temporarily assigned to perform either significant additional responsibilities for a designated period of time due to special work projects or unanticipated work demands; or a portion of the scope of duties principally ascribed to a Corrections Lieutenant, for a position that is either vacant or when a Corrections Lieutenant is on an extended leave.

4. Temporary out-of-class wages shall be paid for all actual hours worked and all sick leave taken during the temporary assignment.
5. Once the temporary assignment is completed, the employee's wage will return to his/her original wage.

### ARTICLE III. LEAVE SCHEDULE AND ACCRUALS

#### SECTION B – ANNUAL LEAVE

1. Annual leave with pay for employees hired on or before July 1, 1997 shall be earned as follows:

Upon employment	10 days per year (80 hours)
Upon completion of five years employment	20 days per year (160 hours)
Upon completion of ten years employment	25 days per year (200 hours)

**Provided**, current employees who possessed twelve (12) years of employment on or prior to November 9, 1992, shall be eligible to earn thirty (30) days (240 hours) of annual upon completion of fifteen (15) years of employment. **Provided further**, current employees with fifteen (15) years or more of employment shall continue to earn thirty (30) days (240 hours) of annual leave.

2. Annual leave with pay for employees hired after July 1, 1997 shall be earned as follows:

Upon employment hours)	<del>40</del> <u>12</u> days per year ( <del>96</del> <u>80</u> hours)
Upon completion of three years employment hours)	<del>15</del> <u>12</u> days per year ( <del>120</del> <u>96</u> hours)
Upon completion of five years employment hours)	<del>20</del> <u>15</u> days per year ( <del>160</del> <u>120</u> hours)
Upon completion of ten years employment hours)	<del>25</del> <u>20</u> days per year ( <del>200</del> <u>160</u> hours)
<del>Upon completion of fifteen years employment</del>	<del>25 days per year (200 hours)</del>

3. Employees shall attempt to use annual leave during the year in which it is earned. No more than forty-five (45) days annual leave may be carried from one calendar year to the next; **provided**, that if any employee has made reasonable attempts during the year to use annual leave, but has been unable to do so due to the needs of the Employer, the employee may carry over the unused leave to the next calendar year. Requests for annual leave must be approved in advance by the Sheriff or his designee. Annual leave shall be taken at times agreed upon between the employee and the Sheriff or designee.

4. Upon separation of an employee by retirement, resignation with two (2) weeks notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation; **provided**, employees who are members of the Public Retirement System (PERS) or Public Safety Employees' Retirement System (PSERS) shall have no more than two-hundred and forty (240) hours paid upon retirement.
5. In the event that annual leave accruals are increased for any other Kitsap County represented employees between January 1, 2017 and December 31, 2019, the Union and Employer agree to immediately reopen and negotiate sub-sections III.B.1 and III.B.2 on annual leave accruals.

### SECTION C – SICK LEAVE

1. Employees shall earn and accumulate sick leave at the rate of one (1) day (8 hours) for each ~~full~~ month of employment; **provided**, not more than one hundred and fifty (150) days (1,200 hours) sick leave may be carried from one calendar year to the next.
2. ~~Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030. Except as hereinafter provided, to the extent accumulated, sick leave with pay shall be allowed an employee who is incapacitated due to sickness or injury, when, due to exposure to contagious disease, the presence of the employee may jeopardize the health of others, or when necessary for medical examination or treatment of the employee.~~
3. Any sickness or injury for which an employee desires to take sick leave shall be immediately reported to the Sheriff or his designee. 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/her supervisor, the employee will contact his/her supervisor as expeditiously as possible. Sick leave must be reported to approved by the immediate supervisor. ~~In order to evaluate an employee's request for sick leave, the Sheriff or designee may require the employee to verify the need for sick leave by providing a physician's or other licensed medical practitioner's certificate for sick leave taken in excess of three (3) consecutive working days or when there is a pattern of use that suggests "abuse" as defined below.~~
4. ~~Any or all of an employee's accrued sick leave and other accrued leave may be used to care for an employee's spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. Registered domestic partners are covered under the Sick Leave provisions of this Section. In order to qualify for this provision, an employee's domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap~~

~~County Personnel Division. The definitions of the family members are set forth in the Employer's Personnel Manual.~~

5. 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 form, 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. ~~Failure to provide proper notification of an absence may be considered unauthorized/unexcused leave.~~
6. When employees know of the need to use sick leave in advance, the employee will provide notice to the supervisor as early as reasonably possible. 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. Supervisors may expect the employee to report the anticipated length of absence, if known.

~~7.1. 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 work day must be reported. Absenteeism, tardiness, and unauthorized absences during the scheduled work day 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, or discharge.~~

~~8. Definitions:~~

~~a. Absenteeism: The voluntary or unexcused absence from work, including:~~

- ~~(1) Failure to report to work.~~
- ~~(2) Late arrival to, or early departure from, work.~~
- ~~(3) Absences from the work area during the day.~~

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

~~c. "Abuse" is defined as the use of sick leave or other leave due to a reported illness occurring in an established pattern such as the day before or after days off, holidays, scheduled annual leave or weekends occurring during a rolling twelve (12) month period.~~

~~Sick leave use for the purpose of the definition and application of “abuse” as defined above excludes the following use of sick leave.~~

- ~~(1) Sick leave verified by an employee presenting a physician’s or other licensed medical practitioner’s certificate verifying the need for the use of sick leave.~~
- ~~(2) Family Medical Leave Act (FMLA) leave.~~
- ~~(3) Washington Care Act (WMA) leave.~~
- ~~(4) Department of Labor and Industries (L&I) disability leave.~~

9.7. The Employer has a right to monitor sick leave use.

~~10.8. Supervisors and command officers are responsible for consistently enforcing the Sheriff’s policies regarding absenteeism, including properly and fairly documenting employee’s performance. However, the Union and the Employer recognize that the evaluation of sick leave requests and usage must be made on a case by case basis. Documented evidence of sick leave abuse shall be grounds for discipline. Supervisors are responsible for effective monitoring of suspected sick leave abuse. Supervisors should be aware that effective monitoring combined with coaching and counseling on suspected abuse may effectively deter future abuse. When coaching and counseling proves ineffective, supervisors should not hesitate to commence disciplinary action.~~

11.9. Employees are eligible to donate and to receive donated leave through the County’s Annual Leave Donation Plan as set forth in the County Personnel Manual.

12.10. Upon retirement, employees who are members of the Public Employees’ Retirement System (PERS) or Public Safety Employees’ Retirement System (PSERS) will receive payment for fifty (50%) percent of all sick leave accrued prior to January 1, 1985, based upon the rate of pay at the time of retirement. Any use of sick leave accrued prior to January 1, 1985, during the employment period beyond 1985, shall reduce the total accrued sick leave eligible for retirement payments and that balance shall not be replenished at any time.

~~13. Except as hereinafter provided, to the extent accumulated, sick leave and other accrued leave with pay may be used to care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.~~

~~14.11. Except as hereinafter provided, to the extent accumulated, sick leave and other accrued leave with pay shall be allowed to care for a child of the employee with a health condition that requires treatment or supervision.~~

15.12. Upon retirement under the Public Employees’ Retirement System (PERS) or Public Safety Employees’ Retirement System (PSERS), employees will receive

payment for fifty percent (50%) of remaining accrued sick leave up to a maximum accrual balance of 300 hours (for a total of 150 hours maximum payout). Confirmation of application for retirement must be provided to Human Resources prior to sick leave payout.

- ~~16-13.~~ 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.
- ~~17-14.~~ Employees shall be eligible for Family and Medical Leave pursuant to the policies and procedures adopted by Kitsap County for the purpose of implementing federal and state statutory requirements.
- ~~18-15.~~ Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to annual leave on a 10 to 1 ratio. (As an example, if the employee earned fifteen (15) days (120 hours) sick leave in a calendar year and used no sick leave, they could convert the fifteen (15) days (120 hours) to one and one-half (1.5) days (12 hours) annual leave.) If an employee chooses to convert sick leave, the converted annual leave must be used within the calendar year. Under no circumstances shall an employee receive cash payment for converted leave on the books. Employees must submit conversion requests to the employing department on or before January 31.

## **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 work day must be reported. Absenteeism, tardiness, and unauthorized absences during the scheduled work day 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, or discharge.
2. Definitions.
  - a. Absenteeism: The voluntary or unexcused absence from work, including:
    - (1) Failure to report to work.
    - (2) Late arrival to, or early departure from, work.
    - (3) Absences from the work area during the day.
  - b. Unexcused Absences: 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 employee's performance.

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

3. Except as expressly provided herein, this Amendment shall be effective upon execution.

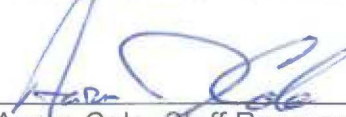


KITSAP COUNTY CORRECTIONS  
SERGEANTS' UNION



Ken Watkins, President  
AFSCME, Local 1308-CS

7/2/18  
Date



Aaron Cole, Staff Representative  
AFSCME, Local 1308-CS

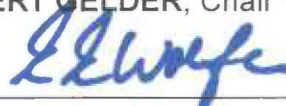
6/19/18  
Date

DATED this 25 day of JUNE 2018.

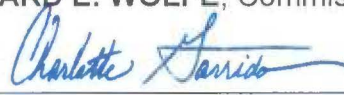
BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON



ROBERT GELDER, Chair



EDWARD E. WOLFE, Commissioner



CHARLOTTE GARRIDO, Commissioner



ATTEST:



Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY**  
**And**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL**  
**1308-CS, AFSCME, AFL-CIO (CORRECTIONS SERGEANTS)**

**KC-505-16-C**

**RE: Increase in 2018 Wages Due to Me-Too Clause with Corrections Officers**

This Memorandum of Understanding is entered into by Kitsap County (“County”) and AFSCME 1308-CS (“Union”). The parties mutually agree as follows:

**Background**

The parties current collective bargaining agreement (CBA) KC-505-16, Section A – Wages, sub-section 2 states, in part:

Step one of the Corrections Sergeants' Salary Schedule shall be at least five percent (5%) above the top step of the Corrections Officers' Salary Schedule.

On January 1, 2018 the County entered into a Collective Bargaining Agreement with the Corrections Officers' Guild, CBA KC-091-18. KC-091-18 created a new step 7 on the pay scale for Corrections Officers effective the first full pay period in July 2018.

**Agreement**

The additional wage step in the Corrections Officers' Guild, CBA KC-091-018 triggers the pay differential provision above in the Union's CBA and requires that the Corrections Sergeant pay scale be updated. Appendix A of KC-505-16 is updated to include Attachment 1 to this Memorandum of Understanding.

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**KITSAP COUNTY CORRECTIONS  
SERGEANTS' UNION**

*Ken Watkins* 8/8/18 Date  
Ken Watkins, President  
AFSCME, Local 1308-CS

*Aaron Cole* 7/30/18 Date  
Aaron Cole, Staff Representative  
AFSCME, Local 1308-CS

DATED this 13 day of August 2018.

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



*Robert Gelder*  
ROBERT GELDER, Chair

*E. Wolfe*  
EDWARD E. WOLFE, Commissioner

*Charlotte Garrido*  
CHARLOTTE GARRIDO, Commissioner

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

*Rates Effective:* 7/9/2018  
**Kitsap County**  
 Corrections Sergeants (Non-Exempt)  
 Salary Schedule (Annual/Hourly)

Grade Class: M00 Hr/Day 8.00

Pay Grade: M03

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>
L130MB	Corrections Sergeant	\$73,132.80	\$76,793.60	\$80,641.60	\$84,676.80	\$86,798.40
		\$35.16	\$36.92	\$38.77	\$40.71	\$41.73

5% between steps 1 - 4. Step 5 is 2.5% above Step 4.

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.

**CONTRACT AMENDMENT**  
**By and Between**  
**KITSAP COUNTY**  
**And**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL**  
**1308-CS, AFSCME, AFL-CIO (CORRECTIONS SERGEANTS)**

**KC-505-16-D**

**RE: 2019 Wages and Health and Welfare Benefits**

The parties, Kitsap County (County) and AFSCME Local 1308-CS (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-505-16 (hereinafter CBA), as follows:

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

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**ARTICLE II. ECONOMICS, HOURS, INSURANCE**

**SECTION A - WAGES**

1. Wage Adjustments shall be applied as follows:
  - a. 2017: 2.0% wage increase effective the first full pay period occurring on or after January 1, 2017, (actual date of January 9, 2017);
  - b. 2018: 2.0% wage increase effective the first full pay period occurring on or after January 1, 2018 (actual date of January 8, 2018);
  - c. 2019: the parties agree to the following:
    - i. 2.0% wage increase effective the first full pay period occurring on or after January 1, 2019; and
    - ii. 2.5% wage increase effective the first full pay period occurring on or after July 1, 2019. ~~the parties agree to reopen on wages.~~

During the life of the contract, all wage increases shall be applied to the first step of the pay scale. Step one of the Corrections Sergeants' Salary Schedule shall be at least five percent (5%) above the top step of the Corrections Officers' Salary Schedule. Each subsequent step in the Corrections Sergeant's pay scale shall be five percent (5%) above the immediately preceding step, except that Step five (5) shall be two and one-half percent (2.5%) above Step four (4). ~~The 2016~~

~~Salary/Class Schedule for employees covered by this Agreement is set forth within Appendix A and Appendix A.1 of this Agreement.~~

## SECTION B – SALARY STEPS AND EVALUATIONS

1. Effective the first full pay period occurring on or after January 1, 2019, step one (1) of the 2018 pay scale will be eliminated. All subsequent steps will not be renumbered, such that the first step of the Corrections Sergeants' Salary Schedule will be Step two (2).
2. Employees shall advance from Steps ~~twoone (21)~~ through four (4) every in twelve (12) months following their date of promotion ~~of hire~~ into a bargaining unit position, or after their last advancement; **provided**, the employee receives an overall satisfactory performance evaluation, as determined by the Sheriff or designee. ~~Effective January 1, 2017, Step five (5) shall be created and set at two and one-half percent (2.5%) above Step four (4).~~ Employees shall advance into Step five (5) upon completion of ~~five ten (510)~~ years at Step four (4); **provided**, the employee receives an overall satisfactory performance evaluation, as determined by the Sheriff or designee.
  - a. Effective the first full pay period occurring on or after January 1, 2019, all employees who have completed five (5) years or more at ~~step four (4)~~ will advance to ~~step five (5)~~
- ~~32.~~ Length of employment required for step advancement shall be based on compensable hours only.
- ~~43.~~ Employee Evaluation. Every new and newly promoted employee shall be evaluated every three (3) months during an employee's initial probationary period. Every employee shall be evaluated once each year after attainment of permanent status. Evaluations shall be used as a factor in granting permanent status, transfers, demotions, and terminations.

## SECTION E – HEALTH AND WELFARE BENEFITS

1. The County will make contributions in the amounts listed below for funding, providing, and maintaining insured medical and dental benefits and life insurance, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.
2. **Medical Insurance Contributions:** For coverage effective January 2017 through December 2019, the County will make medical contributions as follows:

a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above

i. 2017: effective with the January 2017 rates, the County and employee monthly contributions toward medical coverage are set forth below:

<b>Premera Classic</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$607.22	\$75.04
Employee + Spouse	\$1,216.74	\$181.82
Employee + Child(ren)	\$1,050.64	\$143.28
Employee + Family	\$1,661.90	\$248.34

<b>Premera Value</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$607.38	\$18.78
Employee + Spouse	\$1,219.38	\$64.18
Employee + Child(ren)	\$1,051.92	\$43.82
Employee + Family	\$1,648.00	\$105.20

<b>Premera HDHP/HSA 1500</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$515.04	\$10.50
Employee + Spouse	\$1,011.62	\$65.68
Employee + Child(ren)	\$869.76	\$49.92
Employee + Family	\$1,366.36	\$105.10

<b>Group Health Classic</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$557.76	\$23.24
Employee + Spouse	\$1,107.62	\$83.38
Employee + Child(ren)	\$965.82	\$50.84
Employee + Family	\$1,496.54	\$130.14

<b>Group Health Value</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$543.46	\$0.00
Employee + Spouse	\$1,091.78	\$22.28
Employee + Child(ren)	\$941.46	\$9.50
Employee + Family	\$1,491.16	\$30.44

<b>Group Health Access PPO</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Employee Only	\$607.22	\$75.04
Employee + Spouse	\$1,216.74	\$181.82
Employee + Child(ren)	\$1,050.64	\$143.28
Employee + Family	\$1,661.90	\$248.34

Group Health HDHP/HSA 1500	County Contribution	Employee Contribution
Employee Only	\$433.28	\$0.42
Employee + Spouse	\$843.12	\$45.96
Employee + Child(ren)	\$725.98	\$32.94
Employee + Family	\$1,135.84	\$78.48

ii. 2018: effective with the January 2018 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally. For example, if the Group Health medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%).

(1) Effective January 1, 2018, the County shall cease to offer the Kaiser Access PPO plan.

(2) For January 2018 only, no medical premiums shall be deducted from employee paychecks.

ii. 2019: the parties reopen on 2019 medical benefits effective with the January 2019 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally. However, as allowed in RCW 42.56.123(2), during the 2019 benefit year only, and not beyond unless otherwise mutually agreed upon, the County shall pay the first four and six-tenths percent (4.6%) rate increase to Premera plans and the first seven and eight-tenths percent (7.8%) rate increase to Kaiser plans. After the 2019 benefit year, unless otherwise mutually agreed by the parties, County and employee contributions will revert to the proportional sharing of contributions as described in the following example:

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

b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County



~~will prorate the amount of its contributions to .65 of full-time FTE status for the year, the County will prorate the amount of its contributions in 5% increments based upon the percentage of full-time FTE status for the year as established and approved by the Employing Official and the Kitsap County Budget Office.~~

2. **Waiver of Medical Coverage:**

- a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.
- b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. ~~This pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65., at 5% increments starting at .70 FTE (example: an employee whose established and approved FTE in a given year is .70, will receive 70% of a full-time employee's waiver incentive payment (\$100.00), which equals \$70.00).~~ Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment.

3. **No Double Coverage:** ~~No County employee may have double coverage under County-sponsored medical plans. (i.e., employees may not cover their spouse/domestic partner if the spouse/domestic partner is employed in a regular, full-time position with the County).~~

4. **Dental Benefits, County Contribution:** The County will make contributions as indicated below.

- a. County Contribution:
  - (1) **Regular, full-time employees:** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty percent (50%) of the contribution rate or twenty-seven and one-half dollars (\$27.50) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.

- (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
- b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
  - c. The County-selected base dental plan provides substantially similar benefits to those provided by the Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit).
  - d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care dental plan.
5. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.
  6. **Annual Medical Examination:** Employer agrees to make available to all Corrections Sergeants one (1) annual medical examination; **provided**, that such examination shall be conducted by a medical doctor and facility designated by the Sheriff or his/her designee.
  7. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees. ~~**Supplemental Disability Insurance:** Employer shall sponsor and provide supplemental disability insurance coverage for all PERS/PERS eligible personnel regularly employed thirty (30) or more hours per week; **provided**, that the Employer's contribution shall not exceed one-third (1/3) of each individual's monthly cost, or ten dollars (\$10.00), whichever is lower; **provided further**, participation and subscription shall be voluntary and at the option of the employee.~~
  8. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
  9. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
  10. **WA Paid Family and Medical Leave:** Effective January 2019, the County will contribute thirty-seven percent (37%) of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04.

11. Pre-tax payments: Effective with the benefit year of 2018, all employee contributions will be made pre-tax.

129. **Changes to Coverage during Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.

### **Medical Benefits Committee**

The Union representative on the joint labor-management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Union representative may, but will not be required to cast a vote. If the Union representative votes for a majority recommendation to the Board of County Commissioners, such recommendation will become a tentative agreement between the parties, subject to final ratification by the bargaining unit membership and approval by the Board of County Commissioners as part of a successor collective bargaining agreement.

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to establish more definite rules for the Medical Benefits Committee's function. Beginning at any time during the term of the agreement, the County or the Medical Benefits Committee may call for joint labor-management discussions, as mutually agreed by the parties, to draft and propose such rules. Any such rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

~~10. Pre-tax payments: Effective with the benefit year of 2018, all employee contributions will be made pre-tax.~~

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

### **SECTION B – ANNUAL LEAVE**

1. Annual leave with pay for employees hired on or before July 1, 1997 shall be earned as follows:

Upon employment	10 days per year (80 hours)
Upon completion of five years employment	20 days per year (160 hours)
Upon completion of ten years employment	25 days per year (200 hours)

**Provided**, current employees who possessed twelve (12) years of employment on or prior to November 9, 1992, shall be eligible to earn thirty (30) days (240 hours) of annual upon completion of fifteen (15) years of employment. **Provided further**, current employees with fifteen (15) years or more of employment shall continue to earn thirty (30) days (240 hours) of annual leave.

2. Effective January 1, 2018, Annual leave with pay for employees hired after July 1, 1997 shall be earned as follows:

Upon employment	12 days per year (96 hours)
Upon completion of three years employment	15 days per year (120 hours)
Upon completion of five years employment	20 days per year (160 hours)
Upon completion of ten years employment	25 days per year (200 hours)

3. Employees shall attempt to use annual leave during the year in which it is earned. No more than forty-five (45) days annual leave may be carried from one calendar year to the next; **provided**, that if any employee has made reasonable attempts during the year to use annual leave, but has been unable to do so due to the needs of the Employer, the employee may carry over the unused leave to the next calendar year. Requests for annual leave must be approved in advance by the Sheriff or his designee. Annual leave shall be taken at times agreed upon between the employee and the Sheriff or designee.
4. Upon separation of an employee by retirement, resignation with two (2) weeks notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation; **provided**, employees who are members of the Public Retirement System (PERS) or Public Safety Employees' Retirement System (PSERS) shall have no more than two-hundred and forty (240) hours paid upon retirement.
5. In the event that annual leave accruals are increased for any other Kitsap County represented employees between January 1, 2017 and December 31, 2019, the Union and Employer agree to immediately reopen and negotiate sub-sections III.B.1 and III.B.2 on annual leave accruals.

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

3. Except as expressly provided herein, this Amendment shall be effective upon execution.

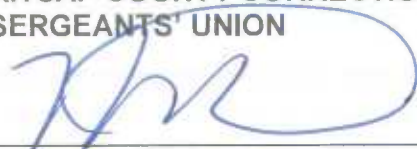
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**KITSAP COUNTY CORRECTIONS  
SERGEANTS' UNION**

  
\_\_\_\_\_  
Ken Watkins, President  
AFSCME, Local 1308-CS

1/29/19  
Date

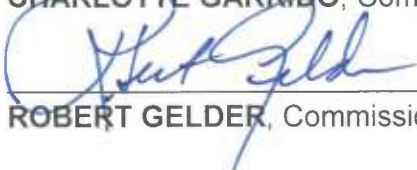
  
\_\_\_\_\_  
Aaron Cole, Staff Representative  
AFSCME, Local 1308-CS

1-25-19  
Date

DATED this 13 day of FEBRUARY 2019.

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

  
\_\_\_\_\_  
EDWARD E. WOLFE, Chair  
NOT PRESENT

\_\_\_\_\_  
CHARLOTTE GARRIDO, Commissioner  
  
\_\_\_\_\_  
ROBERT GELDER, Commissioner



ATTEST:

  
\_\_\_\_\_  
Dana Daniels, Clerk of the Board

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY**  
**And**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL**  
**1308-CS, AFSCME, AFL-CIO (CORRECTIONS SERGEANTS)**

**KC-505-16-E**

**RE: 2020 Health and Welfare Benefits and additional holiday**

The current collective bargaining agreement between the parties, Kitsap County (County) and the Kitsap County Sheriff's Corrections Sergeants - AFSCME Local 1308-CS (Union), expires December 31, 2019, and the parties want to have in place changes to the 2020 health and welfare benefits prior to open enrollment for the 2020 plan year, and agree to add one (1) additional floating holiday in 2019 and one (1) in 2020. The parties therefore have bargained in good faith and have agreed to the changes for the 2020 plan year set forth below. It is the parties' intent to have the terms of this agreement be part of a successor collective bargaining agreement with a term beginning January 1, 2020.

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

**SECTION E – HEALTH AND WELFARE BENEFITS**

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

1. **Medical Insurance Contributions:** For coverage effective January 2020 through December 2020, the County will make medical contributions as follows:
  - a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above

- i. 2020: effective with the January 2020 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally. However, as allowed in RCW 42.56.123(2), during the 2020 benefit year only, and not beyond unless otherwise mutually agreed upon, the County shall pay the entire rate increase to employee premium amounts for Aetna administered plans, and Kaiser administered plans. After the 2020 benefit year, unless otherwise mutually agreed by the parties, County and employee contributions will revert to the proportional sharing of contributions as described in the following example:

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

- b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.

## 2. **Waiver of Medical Coverage:**

- a. **Regular, full-time employees** who provide proof of alternate medical coverage through a non-federally subsidized, employer sponsored plan (i.e. spouse plan, or parents' employer) may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred fifty dollar (\$150.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Employees will be required to complete the necessary form(s) and/or disclaimer to waive coverage annually prior to receiving the waiver incentive payment. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.

- b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. This pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment.
- 3. **Double Coverage:** County employee may have double coverage under County-sponsored medical plans.
- 4. **Dental Benefits, County Contribution:** The County will make contributions as indicated below.
  - a. County Contribution:
    - (1) **Regular, full-time employees:** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty percent (50%) of the contribution rate or twenty-seven and one-half dollars (\$27.50) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
    - (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
  - b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
  - c. The County-selected base dental plan provides substantially similar benefits to those provided by the Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit).
  - d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care dental plan.
- 5. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.



6. **Annual Medical Examination:** Employer agrees to make available to all Corrections Sergeants one (1) annual medical examination; **provided**, that such examination shall be conducted by a medical doctor and facility designated by the Sheriff or his/her designee.
7. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.
8. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
9. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
10. **WA Paid Family and Medical Leave:** The County will contribute thirty-seven percent (37%) of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04.
11. **Pre-tax payments:** All employee contributions will be made pre-tax.
12. **Changes to Coverage during Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.

### **Medical Benefits Committee**

The Union representative on the joint labor-management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Union representative may, but will not be required to cast a vote. If the Union representative votes for a majority recommendation to the Board of County Commissioners, such recommendation will become a tentative agreement between the parties, subject to final ratification by the bargaining unit membership and approval by the Board of County Commissioners as part of a successor collective bargaining agreement.

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to establish more definite rules for the Medical Benefits Committee's function. Beginning at any time during the term of the agreement, the County or the Medical Benefits Committee may call for joint labor-management discussions, as mutually agreed by the parties, to draft and propose such rules. Any such rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

**ARTICLE III – LEAVE SCHEDULE AND ACCRUALS**

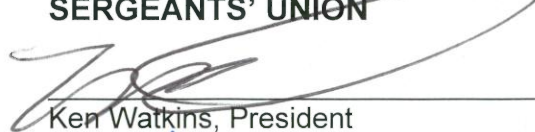
[Section A 1 & 2 Omitted]

3. Floating Holidays. The Floating holidays may be taken by an employee, including a probationary employee, at any time during the calendar year, with prior approval of the Sheriff or designee. The Floating holidays shall not accumulate from year to year.

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

3. Except as expressly provided herein, Article II this Memorandum of Understanding shall be effective January 1, 2020; Article III of this Memorandum of Understanding shall be effective January 1, 2019..

**KITSAP COUNTY CORRECTIONS  
SERGEANTS' UNION**

  
Ken Watkins, President  
AFSCME, Local 1308-CS  
Date 12/4/19

  
Aaron Cole, Staff Representative  
AFSCME, Local 1308-CS  
Date 11/14/19

DATED this 25 day of NOVEMBER 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