

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN  
KITSAP COUNTY**

**AND**

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

**FOR  
KITSAP COUNTY CORRECTIONS  
SERGEANTS' UNION**



**KC-249-22**

**January 1, 2022 through December 31, 2024**

## TABLE OF CONTENTS

### Agreement between Kitsap County, Office of the Sheriff And Kitsap County Corrections' Sergeants Union

#### Page

#### Table of Contents

<b>ARTICLE I. RIGHTS OF THE PARTIES.....</b>	<b>4</b>
SECTION A – RECOGNITION.....	4
SECTION B – UNION SECURITY .....	4
SECTION C – USE OF TIME AND EQUIPMENT .....	5
SECTION D – NON-DISCRIMINATION .....	6
SECTION E – GRIEVANCE AND ARBITRATION.....	6
SECTION F– STRIKES AND RELATED MATTERS PROHIBITED.....	9
SECTION G – RIGHTS OF MANAGEMENT .....	9
SECTION H – RELATIONSHIP TO CIVIL SERVICE RULES.....	10
SECTION I – SHERIFF’S RULES AND REGULATIONS .....	10
SECTION J – PAY PERIOD .....	11
SECTION K – DRUG AND ALCOHOL TESTING.....	11
SECTION L – DISCIPLINE .....	12
SECTION M – ADMINISTRATIVE ASSIGNMENTS.....	12
SECTION N– DIRECT PAYCHECK DEPOSIT .....	13
<b>ARTICLE II. ECONOMICS, HOURS, INSURANCE.....</b>	<b>13</b>
SECTION A – WAGES .....	13
SECTION B – SALARY STEPS AND EVALUATIONS .....	13
SECTION C – REST BREAKS AND MEALS .....	14
SECTION D – UNIFORM ALLOWANCE AND CLEANING .....	14
SECTION E – HEALTH AND WELFARE BENEFITS.....	15
SECTION F – HOURS OF WORK AND SHIFT BIDDING.....	18
SECTION G – OVERTIME.....	18
SECTION H – WORK PERFORMED IN HIGHER CLASSIFICATION.....	20
SECTION I – LAW ENFORCEMENT OFFICERS’ LIABILITY .....	20
SECTION J – WORKER’S COMPENSATION SUPPLEMENT.....	20
SECTION K – SHIFT DIFFERENTIAL .....	21

SECTION L –DEFERRED COMPENSATION .....	21
SECTION M – BILINGUAL PAY .....	21
SECTION N – LATERAL REFERRAL INCENTIVES.....	21
<b>ARTICLE III. LEAVE SCHEDULE AND ACCRUALS .....</b>	<b>22</b>
SECTION A – HOLIDAYS.....	22
SECTION B – VACATION LEAVE .....	24
SECTION C – SICK LEAVE.....	25
SECTION D – ABSENTEEISM & UNEXCUSED ABSENCES.....	26
SECTION E – BEREAVEMENT LEAVE .....	27
<b>ARTICLE IV. GENERAL.....</b>	<b>27</b>
SECTION A - TERM: .....	27
SECTION B – ENTIRE AGREEMENT .....	27
SECTION C – SUPERIORITY .....	28
SECTION D – SEVERABILITY .....	28
<b>ADDITIONAL COUNTY POLICIES – Appendix A .....</b>	<b>30</b>
<b>ADMINISTRATIVE ASSIGNMENT DURATION AND SELECTION POLICY – Appendix B .....</b>	<b>31</b>
<b>SHIFT BIDDING POLICY – Appendix C.....</b>	<b>33</b>
<b>CORRECTIONS SERGEANTS BILL OF RIGHTS – Appendix D .....</b>	<b>35</b>
<b>CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY – Appendix E.....</b>	<b>40</b>
<b>CORRECTIONS SERGEANTS SCHEDULE and STRUCTURE CHANGE AFFECTING CORRECTIONS SERGEANTS ON TEN HOURS AND FORTY MINUTE SHIFT SCHEDULE MEMORANDUM OF UNDERSTANDING -- Appendix F .....</b>	<b>55</b>

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
KITSAP COUNTY  
AND  
KITSAP COUNTY CORRECTIONS SERGEANTS' UNION**

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO, LOCAL 1308-CS, (hereinafter together known as "Union") and KITSAP COUNTY BOARD OF COMMISSIONERS (hereinafter known as "Employer"), in order to enhance the material conditions, morale and security of these employees represented by Union, and to promote the efficiency of, and security provided by, the Kitsap County Sheriff's Office, do hereby agree as follows:

**ARTICLE I. RIGHTS OF THE PARTIES**

**SECTION A – RECOGNITION**

Employer recognizes Union as the exclusive bargaining representative for all Corrections Sergeants within the Kitsap County Sheriff's Office.

**SECTION B – UNION SECURITY**

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Union within ten (10) working days after the employee's date of hire. The Employer will provide the Union with access to new employees of the bargaining unit consistent with RCW 41.56.037.
2. The Union will notify the County of its initiation fees and dues. Upon authorization of an employee consistent with RCW 41.56.110, the Employer will deduct monthly dues and assessments or fees from the salary of such employee and transmit such amount to the Union. The Employer shall provide an electronic copy of the employee's authorization for payroll deduction to the Union within ten (10) days of receiving such authorization. The Employer is not required to deduct dues in a pay period where the employee is in an unpaid status.
3. An employee may revoke her or his authorization for payroll deduction of payments to the Union in accordance with RCW 41.56.110.
4. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: employee name, birth date, job type, cost center, pay scale, and pay step. The Union may request additional information on bargaining unit members as needed. The Union agrees to indemnify the Employer and save the Employer harmless from any and all claims against the

Employer arising out of the release of bargaining unit member information under this sub-section.

5. Voluntary Authorization: Upon written authorization, the Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction in the amount authorized by the Union member. An employee may revoke his or her authorization at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
6. Electronic Authorization: An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing, voice recorded, or electronically.
7. Indemnity: The Union shall indemnify defend and hold harmless the Employer from any and all claims against the Employer arising out of administration of this Article.

## **SECTION C – USE OF TIME AND EQUIPMENT**

1. Time.
  - a. The Employer shall allow reasonable release time off with pay for Union members conducting official business that is vitally connected with the Employer's business; so long as such time off shall be taken at the consent of the Sheriff or designee or by the authority of the Board of County Commissioners. Such consent shall not be unreasonably withheld.

Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings, contract negotiation meetings, and other contract administration matters. Union 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 Union business.

- b. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of Union business, the Union officers shall notify their supervisor, obtain approval and notify their supervisor when they return.
- c. The employee members who are part of the Union's negotiating team will be provided time with pay for purposes of at the table negotiation of a new labor agreement so long as no more than two (2) members of the Union's negotiating team shall be on paid status during negotiation sessions.

Under no circumstances will the Employer incur overtime as a result of this section.

2. Equipment.
  - a. 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 Union use the County's communications' resources for internal Union business beyond that permitted for incidental personal use.
  - b. Use of County-owned equipment and facilities shall be in accordance with the Sheriff's policies and procedures.

## **SECTION D – NON-DISCRIMINATION**

1. Neither the Employer, Union nor any employee shall in any manner whatsoever unlawfully discriminate against any employee of a protected class as defined by applicable law.
2. Words denoting gender in this Agreement are intended to apply equally to all genders.
3. Employer, Union and employees hereby agree to comply with all provisions of the Americans With Disabilities Act of 1990 and all regulations interpreting or enforcing such Act.

## **SECTION E – GRIEVANCE AND ARBITRATION**

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 Union 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 their 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 H (Relationship to Civil Service Rules).
2. Union Representation. Throughout the grievance procedure, an aggrieved employee shall have the right guaranteed by RCW 41.56.080 to represent

themselves, when the Union 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 Union 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 Union in its discretion in accordance with its duty of fair representation.

3. Procedure.

Step 1 – A bargaining unit member or the Union 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 Union 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 Union 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 Union 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 Executive Assistant 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 Union of the decision shall begin on the first working day after such individual returns.

Step 3. Arbitration. Within thirty (30) calendar days of the Sheriff's decision, the Union may submit the matter to binding arbitration. The parties contemplate that this time will be spent to obtain a legal analysis and for the parties' attorneys to exchange views concerning the merits of the grievance and settlement alternatives.

Mediation: By mutual agreement, the parties may mediate the grievance prior to submission for arbitration. The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made nor will formal rules of evidence be followed. If settlement is not reached in mediation and the grievance is pursued to arbitration, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. If a satisfactory settlement is not reached during mediation, the Union has fourteen (14) calendar days to request arbitration under the procedures listed below:

In regard to grievances as defined by RCW 41.58.070(1)(c) reaching Step 4, the arbitrator shall be assigned by PERC in accordance with state law.

In regard to other grievances reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days of the submission of the written request for arbitration, the moving party shall request a list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS) of arbitrators living in Washington and Oregon. The parties will select an arbitrator by alternately striking names from the list within fourteen (14) calendar days of receipt of the list. The party to strike first shall be determined by coin toss. The parties may also agree to request a list from the Public Employment Relations Commission (PERC).

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter, amend, or change in any way the terms of this Agreement or to impose on either party a limitation or obligation which is inconsistent with this Agreement. The arbitrator shall be requested to issue the decision with thirty (30) calendar days after conclusion of the proceedings.

Expenses for the arbitrator's services in the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for its own expenses incurred, including witness costs and attorney's fees.

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 a 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 the grievance to the next step of the procedure. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays. The grievant, the Union



or the Employer may use electronic mail to submit the grievance and/or responses within the timelines set forth in this Section.

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

1. Union and Employer agree that RCW 41.56 prohibits strikes by employees, whether acting individually or collectively.
2. Employer and Union 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. Specifically, Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, sick-in, sit-down, or any curtailment or interference with the activities and operation of Employer for any reason, including any alleged unfair labor practice. The Union will not cause or permit the employees to refuse, and no employee shall refuse, to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by Employer against any employee or employees engaged in a violation of this section. Such disciplinary action may be taken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages or specific performance, which may be available to Employer. Employer also has the option of canceling this Agreement if Union or any employee violates the obligations set forth in this section.

## **SECTION G – 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; **provided**, that any contracting or subcontracting work that results in the reduction of regular work hours or layoffs shall be subject to bargaining, the right to designate the work and functions to be performed, 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.

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

## **SECTION H – RELATIONSHIP TO CIVIL SERVICE RULES**

1. Except as expressly limited by its terms, nothing in this Agreement shall supersede any matter delegated to the Kitsap County Civil Service Commission by State law or by ordinance, resolution or laws of or pertaining to the County of Kitsap and such Commission shall continue to have primary authority over the subjects within the scope of its jurisdiction and authority. If there then should be a conflict between any provisions of this Agreement and Civil Service, then the provisions of this Agreement shall govern.
2. Notwithstanding the foregoing, employees may select Arbitration or Civil Service to resolve disputes for disciplinary action involving either suspensions, demotions or discharge. It is understood and agreed that taking an issue to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant employee, the Union, or persons represented by the Union to litigate or otherwise contest the appeal of the subject matter in any court or any other available forum. Conversely, litigation of the issue before the Civil Service Commission or any Court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.
3. It shall be the obligation of the employee, with the concurrence of the Union, 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.
4. Probationary periods are defined by Kitsap County Civil Service Commission Rule 9.7.
5. Layoff rules are defined by Kitsap County Civil Service Commission Rule 10.

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

The Union and the Employer shall refer to the Sheriff's Policy Manual, Custody Manuals, procedures and training to resolve matters not covered by the Agreement. The parties agree that the County policies listed in Appendix B apply to the members of

the bargaining unit. If the issue at question is not resolved by the above policies, the parties agree to meet and confer in an effort to resolve the issue.

The Sheriff retains the right to open negotiations regarding revisions to the Custody Manual or other policies. The Union does not waive the right to bargain such policies that affect terms and conditions of employment.

## **SECTION J – PAY PERIOD**

The pay period shall be every two (2) weeks. The work period commences at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday. Employees shall receive their bi-weekly payment no later than the Friday following the close of the pay period.

## **SECTION K – DRUG AND ALCOHOL TESTING**

1. Statement of Principle. The County, Union 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.
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: (1) Reasonable suspicion based upon objective facts and inferences drawn therefrom that an employee is engaging in the use of prohibited drugs or substances or abuse of alcohol; or (2) the Agreement of the County, the Union and the employee to test that employee at unspecified intervals to ensure a previous problem of substance abuse has been arrested.
4. Testing Mechanisms. Drug testing mechanisms may include the radioimmunoassay (RIA) method, the thin layer chromatography (TLC) method or other methods or techniques recognized by authorities as reasonable and reliable. If an employee tests positive based upon these methods, the test shall be confirmed by gas chromatography/mass spectrometry (GC/MS) test. Drug testing shall normally be based upon urinalysis unless good cause exists for another basis for testing. Testing for alcohol or other substances may be performed by recognized methods or techniques (e.g., blood testing, breathalyzer, etc.).

## **SECTION L – DISCIPLINE**

1. All discipline for regular, non-probationary employees covered under this agreement shall be for just cause and follow the principles of progressive discipline.
2. Discipline is defined to include written reprimands, suspensions without pay, disciplinary demotions to a lower paying classification(s) and discharge.
3. Oral and written reprimands shall not be subject to the grievance procedure. However, the employee and/or Union shall have the ability to request a meeting with the Chief of Corrections to discuss material facts of the case and/or submit their comments in writing regarding any oral or written reprimand. Those written comments will become a matter of record attached to the oral or written reprimand.
4. Effective on the day this Agreement is executed (i.e. prospectively), oral reprimands are disciplinary and are subject to the grievance procedure, provided that an oral reprimand may not be grieved beyond step 2.
5. Effective on the day this Agreement is executed, (i.e., prospectively), written reprimands are subject to the grievance procedure.

## **SECTION M – ADMINISTRATIVE ASSIGNMENTS**

The Sheriff (or designee) shall have the authority to select employees for administrative assignment in accordance with the Administrative Assignment Duration and Selection Policy provided in Appendix B of this Agreement.

Effective the first day of the first full pay period after execution of this Agreement, employees assigned to administrative assignments shall receive assignment pay equal to three and one-half percent (3.5%) of the employee's base hourly pay for the pay period. The addition of assignment pay does not modify the Administration's right to change the number of administrative assignments and/or the number of employees assigned to each administrative assignment provided however, that any reductions are for legitimate operational reasons. The Administration is not required to fill any of the administrative assignments listed below and is not prohibited from creating new administrative assignments.

Training Sergeant	3.5%
Support Sergeant	3.5%
Classification Sergeant	3.5%

## SECTION N– DIRECT PAYCHECK DEPOSIT

All employees shall subscribe to direct deposit of their pay to a financial institution.

## ARTICLE II. ECONOMICS, HOURS, INSURANCE

### SECTION A – WAGES

1. Wages shall be as follows:

Step one of the Corrections Sergeants' Salary Schedule shall be maintained at 12.6% above the top step of the Corrections Officers' Salary Schedule without longevity (i.e., step 13 in 2022). 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).

2. Effective the first day of the first full pay period after execution of this Agreement, employees who are assigned by the Employer to accept the duties and responsibilities of a Field Training Officer (FTO) shall receive an additional three and one-half percent (3.5%) of their base hourly wage for actual hours assigned as FTO to a probationary Sergeant trainee.

3. One-Time Retention Payment for Two-Year Commitment. **For 2022 only**, each employee who is employed on April 11, 2022 is eligible to receive a one-time, non-precedent setting retention payment of Ten Thousand Dollars (\$10,000.00). Receipt of the payment is conditioned on the employee signing an agreement to repay a prorated portion of the payment in the event the employee leaves prior to April 10, 2024. Employees hired or promoted after April 11, 2022 are not eligible for the One-Time Retention Payment under this Agreement.

### SECTION B – SALARY STEPS AND EVALUATIONS

1. Employees shall advance from Steps two (2) through four (4) every twelve (12) months following their date of promotion into a bargaining unit position, or after their last advancement.
2. **Service Incentive:** Employees shall advance into Step five (5) upon completion of five (5) years at Step four (4).
3. Length of employment required for step advancement shall be based on compensable hours only.
4. 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 C – REST BREAKS AND MEALS**

1. Effective June 2020, in lieu of providing a mid-shift meal, all employees in the bargaining unit will receive twenty dollars (\$20.00) per pay period, subject to applicable payroll taxes and deductions. If an employee's assigned duties take them out of Kitsap County during the employee's mid-shift meal break (i.e. lunch), the employee may submit a receipt for reimbursement of that meal in accordance with the IRS lunch per diem rate.
2. The parties agree to rest breaks and meal periods that vary from and supersede WAC 296-126-092 pursuant to RCW 49.12.187.
  - a. Rest Breaks. Employees are permitted up to fifteen (15) minutes for each four (4) hours worked. Breaks are taken intermittently and are subject to operational interruption.
  - b. Meal Periods. Employees do not have scheduled meal periods. Employees are encouraged to eat during the workday when operationally feasible. Time spent eating at work is paid time.

### **SECTION D – UNIFORM ALLOWANCE AND CLEANING**

1. For those employees required to wear uniforms, the employer shall provide uniforms, boots/shoes, and individual equipment in accordance with established standards determined and approved by the Sheriff and the Kitsap County Board of Commissioners. Employer shall also provide repair and/or alteration services for required uniforms.
2. All uniforms and individual equipment purchased by Employer are to be and remain the property of the Employer.
3. Employees who sustain damage to eyeglasses, wristwatch, or handgun, while in the pursuit, arrest, restraining, escorting and detention of a suspect or prisoner, or while in training, shall be entitled to the following:
  - a. Difference, if any, in actual and insurance paid cost to repair or replace eyeglasses.
  - b. Cost to repair or replace wristwatch up to a maximum sum of seventy-five dollars (\$75.00).
  - c. Cost to repair or replace handgun at replacement cost to the agency. Prior to any repair or replacement of the handgun, the employee must obtain the approval from 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 designee and fails to cooperate with the Prosecuting Attorney in obtaining appropriate restitution.
4. Uniform Cleaning. Employer shall provide cleaning services for those employees required to wear uniforms and shall provide and designate one (1) cleaner.

## 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 2022 through December 2024 on the Aetna and Kaiser administered plans, 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. 2022: effective with the January 2022 premiums, the County shall absorb the full rate increase to the Aetna and Kaiser administered plans in 2022.
    - ii. Beginning with the January 2023 premiums, any health care changes agreed to by the Corrections Officers Guild, including without limitation, changes in employee premiums or co-pay, plan changes and/or plan design will be effective for employees in this bargaining unit at the same time that they become effective for the Corrections Officers Guild.
  - 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 one hundred dollars (\$100) per month. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan, or Medicare, 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 ninety percent (90%) of the contribution rate 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 D – Option 4 (\$2,000 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.



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; so long as such examination shall be conducted by a medical doctor and facility designated by the Sheriff or 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 the employer percentage of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04. Employees will pay the employee portion of the premium via payroll deduction.
11. **Pre-tax payments:** Effective with the benefit year of 2018, 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.

## **SECTION F – HOURS OF WORK AND SHIFT BIDDING**

1. Employees covered by this Agreement shall work shifts as may be assigned from time to time by the Sheriff or 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. The eight (8) hours of rest requirement shall not apply for call in during an 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. Such limitation shall not apply to regular scheduled shift change-over and temporary assignments necessitated by emergencies.
4. Employees shall have the right to bid for shifts in accordance with the Shift Bidding Policy provided in Appendix C.
5. The parties agree that the Operations Sergeants will be on an alternative schedule as set forth in the attached Memorandum of Understanding (Appendix F).

## **SECTION G – OVERTIME**

1. For employees working a 5x8 schedule, all work performed in excess of eight (8) compensable hours in any one (1) day or forty (40) compensable hours in any seven (7) day week work cycle shall constitute overtime. For employees working a 4x10 schedule, all work performed in excess of ten (10) hours in any one (1) day or forty (40) compensable hours in any seven (7) day week work cycle shall constitute overtime. Overtime shall be compensated in increments of fifteen (15) minutes.
2. For employees working a ten (10) hour forty (40) minute schedule, the parties acknowledge that the County has adopted the 7(k) exemption under the Fair Labor Standards Act for purposes of establishing a twenty-eight (28) day work period with an overtime threshold of 171 hours. All work performed in excess of: (a) ten (10) hours and forty (40) minutes in any one (1) day; or (b) 171 compensable hours in a twenty-eight (28) day work cycle shall constitute overtime. Overtime shall be compensated in increments of twenty (20) minutes.

3. Adjust-time: With the mutual agreement of an employee and their immediate supervisor, an employee may adjust schedule shift hours during the 28-day work period that would otherwise be paid at an overtime rate. The 7(K) exemption under the Fair Labor Standards Act shall apply for purposes of adjust time.
4. All overtime must be authorized in advance by the Sheriff or designee, except in cases of emergency.
5. 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 or one and one-half (1-1/2) hours of compensatory time off, for each hour of overtime work. Employees may accrue up to eighty (80) hours of compensatory time off. Any earned compensatory time shall be scheduled by mutual agreement of the employee and Employer.
6. Requests to use or pay out compensatory time
  - a. All requests for compensatory time off must be approved by a supervisor. If the Employer is unable to approve a request for compensatory time off due to operational necessity, the Employer will pay the employee for the requested hours in accordance with sub-section b and c below, in lieu of granting the time off requested. At no time will overtime be used in order to grant compensatory time off.
  - b. An employee may request payment of accrued compensatory time off at any time. Upon such request, the Employer will pay the employee for the requested hours not later than the pay day for the first full pay period following the request. Such payment shall be in lieu of using the requested hours to take time off.
  - c. Hours accrued earliest shall be paid out first.
7. Employees shall notify the Sheriff or designee of their decision to take compensatory time off or paid compensation at the overtime rate, when advised of their overtime duties.
8. 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, except in civil cases, or are required by the Sheriff, or designee, to report back to work, shall receive a minimum of three (3) hours pay at the applicable overtime rate.
9. No pyramiding. Pyramiding is defined as counting the same hour more than once when calculating overtime or as applying multiple premiums to the same hour. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement. This does not preclude an employee from receiving specialty pay while working overtime.

## **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. Out-of-class wages shall be paid for all of the employee's wages for the duration of the temporary assignment.
5. Once the temporary assignment is completed, the employee's wage will return to their original wage.

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

1. Employer shall provide employees with law enforcement officers' liability coverage through the use of commercial insurance or self-insurance. Such protection shall only be provided to the extent of the terms and conditions of the appropriate commercial insurance policies, or in the case of self-insurance, to the extent provided by and in the manner and means of Kitsap Code Title 4, Section 4.144 Risk Management.
2. Employer agrees to pay or provide legal representation to employees requiring such representation for acts committed during the enforcement of their legal responsibilities; **provided**, such representation shall be provided only upon the determination by the Sheriff and the Kitsap County Prosecutor that such acts were within the lawful guidelines of their authority.

## **SECTION J – WORKER'S COMPENSATION SUPPLEMENT**

Each employee shall be provided a lifetime benefit of one hundred and sixty (160) hours of industrial injury leave to supplement the difference between the time-loss payments made through the County's Workers' Compensation Program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by another person as determined by the Sheriff or designee. Such industrial insurance leave shall be non-accumulating, non-transferable

and shall not be payable in any form upon separation of the employee from Kitsap County employment. This leave provision shall expire and the leave shall be withdrawn when persons are no longer represented by this Union.

## **SECTION K – SHIFT DIFFERENTIAL**

Corrections Sergeants regularly assigned to swing shift shall receive shift differential pay equal to one percent (1.0%) of the employee's base hourly pay for the pay period. Corrections Sergeants regularly assigned to graveyard shift shall receive shift differential pay equal to two percent (2.0%) of the employee's base hourly pay for the pay period.

## **SECTION L –DEFERRED COMPENSATION**

1. 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 1.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.

## **SECTION M – BILINGUAL PAY**

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

## **SECTION N – LATERAL REFERRAL INCENTIVES**

1. Existing employees who recruit a lateral hire candidate for Deputy Sheriff or Corrections Officer 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.

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

#### **SECTION A – HOLIDAYS**

For purposes of this section only, the following definition shall apply.

The phrase "required to work" means an employee:

- (1) actually worked the holiday or,
- (2) was scheduled to work on the holiday and used some type of pre-approved leave, except for Leave Without Pay (LWOP), Labor & Industries (L&I) leave, or Workers' Compensation Supplement instead of working that holiday.

The following paid legal holidays shall be observed:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4 <sup>th</sup>
Labor Day	1st Monday in September
Veteran's Day	November 11th

Thanksgiving Day  
Native American Heritage Day  
Christmas Day  
2 Floating Holidays

4th Thursday in November  
4th Friday in November  
December 25th  
At employee's choice, with supervisor approval

Holiday observance shall begin at 12:01 a.m. and continue for the 24-hour period of each holiday listed above.

1. If an employee is required to work on one of the above holidays, or if the holiday is observed on one of the employee's regularly scheduled days off, the employee shall receive eight (8) hours of annual leave and be paid at their base hourly rate of pay for each hour actually worked on the holiday. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of annual leave.
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, the employee shall receive eight (8) hours of annual leave and will be paid at the rates set forth below in subsections a. and b.; provided, an employee scheduled to work ten (10) hour shifts shall receive ten (10) hours of annual leave and will be paid at the rates set forth below in subsections a. and b. The employee may elect to receive eight (8) hours of pay at their base hourly rate of pay in lieu of the eight (8) hours of annual leave.

New Year's Day  
Independence Day  
Thanksgiving Day  
Christmas Day

- a. For schedule shift hours, employees shall be paid at one and one-half (1½) times their base hourly rate of pay for actual hours worked;
  - b. For actual hours worked beyond the scheduled shift hours, employees shall be paid at two (2) times their base hourly rate of pay. This subsection represents an employee's full compensation owed under this section and under the Overtime section of this Agreement.
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. Floating holidays shall not accumulate from year to year.

Upon resignation or retirement with two weeks' notice, layoff, dismissal or death, the employee or beneficiary shall receive payment for any unused floating holiday.

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 – VACATION LEAVE**

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

Upon employment	6.67 hours per month
Upon completion of five years employment	13.33 hours per month
Upon completion of ten years employment	16.67 hours per month

Current employees who possessed twelve (12) years of employment on or prior to November 9, 1992, shall be eligible to earn 240 hours of vacation per year upon completion of fifteen (15) years of employment. Current employees with fifteen (15) years or more of employment shall continue to earn 240 hours of vacation per year.

2. Effective January 1, 2018, vacation leave with pay for employees hired after July 1, 1997 shall be earned as follows on a monthly basis:

Upon employment	8 hours per month
Upon completion of three years employment	10 hours per month
Upon completion of five years employment	13.33 hours per month
Upon completion of ten years employment	16.67 hours per month
Effective the first full pay period after execution of this Agreement:	
Upon completion of fifteen years of employment	18.34 hours per month

3. Employees shall attempt to use vacation leave during the year in which it is earned. No more than 360 hours vacation leave may be carried from one calendar year to the next. If any employee has made reasonable attempts during the year to use vacation 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 vacation leave must be approved in advance by the Sheriff or designee. Vacation 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 vacation leave at the rate being paid at the time of separation. 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.



## SECTION C – SICK LEAVE

1. Employees shall earn and accumulate sick leave at the rate of 8 hours for each month of employment. Not more than 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.
3. Any sickness or injury for which an employee desires to take sick leave shall be immediately reported to the Sheriff or designee. If an employee is not able to report for the start of their 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 their supervisor, the employee will contact their supervisor as expeditiously as possible. Sick leave must be reported to the immediate supervisor.
4. 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.
5. 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.
6. 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.
7. Upon separation with two weeks' notice, employees who are eligible for retirement under the Public Employees' Retirement System (PERS) or Public Safety Employees' Retirement System (PSERS), will receive payment for twenty-five percent (25%) of all remaining sick leave accrued after January 1, 1985. Employees will not be required to apply for the retirement benefit to be eligible to

receive payments under this sub-section.

8. 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.
9. 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.
10. Each January, an employee may, at their option, convert their previous calendar year's accumulated and unused sick leave to vacation leave on a 10 to 1 ratio. (As an example, if the employee earned 120 hours sick leave in a calendar year and used no sick leave, they could convert the 120 hours to 12 hours vacation leave.) If an employee chooses to convert sick leave, the converted vacation 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 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 reprimands, 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).

- Supervisors and command officers are responsible for consistently enforcing the Sheriff's policies regarding absenteeism, including properly and fairly documenting employee's 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 for purposes of this Section includes the following, whether related by blood or marriage:

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

Bereavement leave is allowed for up to three (3) shifts per occurrence and is not cumulative and does not need to be consecutive shifts. Additional time off required for grieving may be authorized as sick leave, vacation leave, or compensatory time off. An employee must obtain approval of the immediate supervisor, in writing prior to taking leave; if the need for leave is not anticipated or foreseeable, the employee shall notify the immediate supervisor and obtain verbal approval as soon as practicably possible.

## **ARTICLE IV. GENERAL**

### **SECTION A - TERM:**

- Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect January 1, 2022 through December 31, 2024.
- Negotiations on proposed amendments to this Agreement may be had at any time by mutual agreement of Union 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 June 1, 2023 the Union and Employer shall meet to bargain a replacement for this Agreement, unless otherwise agreed upon.

### **SECTION B – 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. Employer and Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both the parties, at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining of its terms.

### **SECTION C – SUPERIORITY**

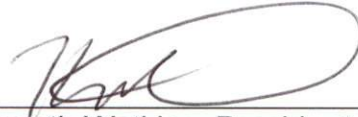
Any provision of this Agreement which contravenes any federal, State or local law is invalid. The remainder of this Agreement shall remain in full force and effect.

### **SECTION D – 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, Union and Employer shall meet forthwith and proceed to negotiate a replacement provision.

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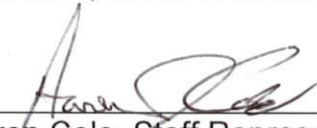
**KITSAP COUNTY CORRECTIONS  
SERGEANTS' UNION**



4/14/22

Kenneth Watkins, President  
AFSCME, Local 1308-CS

Date



4/12/22

Aaron Cole, Staff Representative  
AFSCME, Local 1308-CS

Date

DATED this 13th day of April 2022.

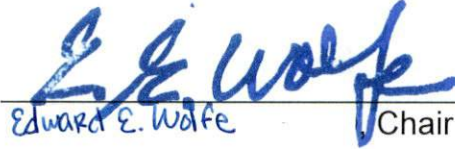
**KITSAP COUNTY SHERIFF'S OFFICE**



John Gese, Sheriff

DATED this 25th day of April 2022.

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



Edward E. Wolfe Chair

**NOT PRESENT**

**ATTEST:**



Dana Daniels, Clerk of the Board

**ROBERT GELDER**, Commissioner



Charlotte Garrido Commissioner

## **ADDITIONAL COUNTY POLICIES – Appendix A**

The following policies apply to the employees within this collective bargaining agreement in addition to other policies listed within the body of the Agreement.

### **County Personnel Manual Policies**

Kitsap County Drug and Alcohol Policy, Chapter 2, Section G, Appendix E  
Employee Assistance Program, Chapter 8, Section M  
Electronic Communications and Social Media Use Policy, Chapter 9, Section D & E, Appendix F  
Protected Leaves Policy, Appendix G  
Policy Prohibiting Discrimination and Harassment, Chapter 2, Section A & B, Appendix H  
Workplace Violence Policy, Chapter 2, Section L, Appendix L  
Travel Reimbursement Policy, Chapter 3, Section E, Appendix K  
Whistleblower Policy, Chapter 2, Section I, Appendix P

### **Loss Control Policies (County Risk Management Policies)**

Developing Safe Workplace/Emergency Response Plans  
Establishing The Central Safety Committee  
Managing Claims for Damages  
Preventing And Reporting Exposures To Bloodborne Pathogens  
Providing Orientation And Safety Training To New Employees  
Providing Time Loss  
Providing Vocational Rehabilitation To Injured Employees  
Reporting Damage of County Property  
Reporting Incidents And Accidents  
Reporting Occupational Illness Or Injuries  
Reporting Vehicle Collisions  
Responding To Bomb Threats Or Suspicious Letters And Packages  
Returning Injured Employees To Work

## **ADMINISTRATIVE ASSIGNMENT DURATION AND SELECTION POLICY – Appendix B**

- A. The following administrative assignments will be held for three (3) years in duration:
  - 1. Training Sergeant
  - 2. Classification Sergeant
  - 3. Support Sergeant
  
- B. The workweek for administrative assignment employees will normally be Monday through Friday. The workday hours of work may be required to vary to accommodate work requirements.
  
- C. An employee in an administrative assignment may be assigned to cover an operational sergeant's schedule, as needed, for matters such as leave coverage or position vacancy.

Whenever there is a need to cover an operations section sergeant's duty period in an overtime capacity, that overtime will first be offered on a voluntary basis to all corrections sergeants. If no sergeant volunteers to take the duty period, then a qualified and available OIC will be assigned on a voluntary basis. If a qualified OIC is not available to cover the duty period, then any corrections sergeant will be assigned, based on reverse seniority. At no time, will a sergeant be required to work more than sixteen (16) hours in a twenty-four (24) hour period of time; provided, this shall not apply for call in during an emergency.

- D. The following selection process will be used in making administrative assignment:
  - 1. The announcement of the assignment opening will be made for a minimum of fourteen (14) calendar days. Interested sergeants will be required to provide a detailed resume and a letter of interest outlining what makes that sergeant uniquely qualified to serve in this assignment.
  
  - 2. The screening process will consist of an oral board and input from supervisors.
  
  - 3. The Chief of Corrections will make the final selection.
  
  - 4. Administration may assign a probationary sergeant to an administrative assignment if no tenured sergeant applies and the incumbent's tenure has expired.

5. The Union will be provided a list of sergeants requesting an administrative assignment.
- E. Certain assignments require some on-the-job experience as a sergeant prior to being accepted. Upon completion of his/her first assignment, the sergeant may apply and be assigned a position for a second assignment. If no sergeant applies who has the requisite prior experience, the administration may assign a sergeant for another assignment (three (3) year assignment period).
- F. The administration reserves the right to remove a sergeant holding one of the administrative assignments if a satisfactory performance level is not maintained or if the assigned sergeant wishes to resign. That sergeant leaving the administrative position will be placed into the now vacated operational sergeant's position for the term of that sergeant's current year's bid. He/she will also be provided the opportunity to shift trade under F above irrespective of the thirty (30) day time frame.
- G. The administration reserves the right to change the number of administrative assignments. The parties will meet and confer regarding any change in assignments.



## SHIFT BIDDING POLICY – Appendix C

- A. Sheriff (or designee) shall have the right for all operational positions in the classification of sergeant, to allocate the number of positions per shift and days off and Matrix to be used.
- B. Employees will bid for positions (both shift and days off), with no sergeant having overlapping days off for their perspective shift.
- C. Employees will bid by seniority, except as provided below. Seniority of sergeants will be based on date of promotion. If more than one sergeant was promoted on the same date, the sergeant who placed higher on the Civil Service Eligibility List will be designated as the more senior sergeant.
- D. Each sergeant will bid in turn for his/her shift of choice for each shift rotation. In the shift bidding program, it is imperative that a sergeant makes his/her decision as rapidly as possible so that the next sergeant may make his/her selection. Each sergeant signing up for next year's schedule will be required to notify the next junior sergeant once he/she has completed his/her own shift bid.
- E. Shift bidding will begin on the 1<sup>st</sup> of December with an expected completion date of January 1<sup>st</sup> and implementation on the first Monday of the first full pay period in February.
- F. Once the year's schedule is final and posted in February of each year, regular sergeants will be permitted to trade thirty (30) days prior to the implementation of the next shift change. The trade must be mutual between the sergeants. The trade request will be forwarded for approval/denial to the Division Chief or designee thirty (30) days prior to the start of that shift change.
- G. The parties agree that from time to time, modifications, corrections of errors of omission or adjustments may be made to the shift bidding policy after meeting and conferring in a labor/management meeting.
- H. Exceptions to the shift bidding:
  - 1. Probationary Sergeants.
    - a. Employees on probation are excluded from shift bidding. Administration will place probationary sergeants on the schedule because of the need to rotate probationary sergeants through the various shifts during their first year of service.
    - b. If their probationary period ends within thirty (30) days after the start of a new shift-bidding schedule, they will be eligible to participate in the shift bidding process.

- c. At the conclusion of the probationary sergeant's training and when deemed ready for assignment, the sergeant will be placed in a shift schedule until the next shift bidding process. Once the sergeant is assigned, notice will be posted and any senior sergeant wishing to occupy that newly assigned post may request and be assigned. A "swap" will be made on a one-time-only basis and the sergeants will remain in the new shifts until the next shift rotation when they may enter into a shift trade as set forth in Section F above.
2. Administrative Assignments. The administration retains the right to assign certain positions within the Corrections Division. The following are the current administrative assignments within the Corrections Division for sergeants.
  - a. One (1) Training/Alternatives.
  - b. One (1) Classification.
  - c. One (1) Administrative.

The administration will fill these positions prior to shift bidding.

3. Medical Exceptions: If a Sergeant is required to care for his/her spouse or dependent with a serious health condition (as verified by a health care provider), the Administration may authorize that Sergeant to move to another shift to help facilitate said care. Prior to Administration making such a move, volunteers will be solicited to trade with the requesting Sergeant. If no Sergeant volunteers, then the most junior Sergeant of the shift may be moved to facilitate the needs of the requesting officer.

## CORRECTIONS SERGEANTS BILL OF RIGHTS – Appendix D

### A. General Procedures:

1. A relationship of trust and confidence between employees of AFSCME 1308-CS (Corrections Sergeants) and their employer is essential to effective law enforcement. Corrections Sergeants must be free to exercise their best judgment and to initiate action in a reasonable, lawful, and impartial manner without fear of reprisal. Corrections Sergeants 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, they 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 Union representative. Up to two Union 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 Union representative when other Union 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 they are 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. Any questioning shall remain consistent with the scope of the notice of investigation and interview provided to the employee; Provided, however, nothing herein shall limit the right of the County to question the employee about additional policy violations discovered during the course of the investigation.
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 recording is made of the questioning, upon request, the employee shall be given a copy of any tape recording in which they participated. Recordings will be made if the interviewee consents to such recording, in accordance with state law, the failure of which shall not be used as evidence against the employee in any final disciplinary action. As an operation of this agreement, all other participants to the interview will be deemed to have already consented to being recorded.
12. It is the Employer's goal that all interviews and investigations be completed without unreasonable delay. 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 Union 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 Union 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. No later than thirty (30) days after notice is provided to the employee, the Chief of Corrections, or designee, shall provide the employee either with a notice of proposed discipline if the complaint was sustained or other misconduct found or, if a reasonable delay is necessary, a timeline for when the proposed discipline will be issued.

**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 Union 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 employee is ordered to prepare a response will depend upon the circumstances of the particular situation, including whether the employee 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, 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 their 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, the employee's representative with written authorization, officials of the County and Sheriff's Office, and other persons or agencies as may be allowed under applicable law.
3. The employer shall disclose information in personnel files in accordance with applicable law. The Employer will comply with RCW 42.56.250(12) regarding the release of information in an employee's personnel file.
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.

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

**E. Discipline:**

1. Prior to making a final determination of disciplinary action involving loss of pay, a meeting will be conducted between a representative of the Employer and the impacted employee. The Employer will notify the employee in writing of the contemplated discipline and provide the employee with a copy of the completed investigative report.
2. The employee will have a minimum of three (3) working days to review the case. This period may be extended if the employee has legitimate justification for an extension.
3. A conference meeting shall be conducted following the three (3) working day review period, unless an extension has been granted. The employee will be afforded the opportunity to present any mitigating evidence they deem pertinent; the employee may submit the information orally or in writing. The session may be tape-recorded by either party provided the employee consents, 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 Union 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.

**CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY – Appendix E**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
I. PREAMBLE .....	1
II. GENERAL STATEMENT.....	1
III. DEFINITIONS.....	2
IV. THE CANONS, with Ethical Standards and Disciplinary Rules.....	3
Canon One .....	3
Canon Two .....	4
Canon Three .....	5
Canon Four.....	6
Canon Five .....	9
Canon Six .....	10
Canon Seven .....	11
Canon Eight .....	12
Canon Nine .....	13



**CODE OF PROFESSIONAL CONDUCT AND RESPONSIBILITY  
FOR  
KITSAP COUNTY CORRECTIONS SERGEANTS**

**I. PREAMBLE**

**WHEREAS**, corrections sergeants 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 Corrections Sergeants 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 Corrections Sergeants, 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 corrections sergeants establish and conform to a Code of Professional Conduct and Responsibility for Kitsap County Corrections Sergeants.

**II. GENERAL STATEMENT**

Corrections Sergeants 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 corrections 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 corrections profession.

The rules of professional conduct enumerated in Section IV shall be binding upon all corrections sergeants. 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 Corrections Sergeants 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. “*Corrections Sergeant*” means a regular employed and full-time or part-time, limited commissioned corrections sergeant Kitsap County.
- B. “*Canons*” are statements of axiomatic norms, expressing in general terms the standards of professional conduct expected of corrections sergeants in their relationship with the public, the criminal justice system, and the corrections 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 corrections sergeant shall strive. They constitute a body of principles that can be relied upon by the corrections sergeant for guidance in specific situations.
- D. “*Disciplinary Rules*” are mandatory precepts that specify an unacceptable level of conduct for all corrections sergeants, regardless of their rank or the nature of their assignment. Any corrections sergeant 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 sergeant which shall be adhered to in each and every disciplinary investigation or proceeding against the sergeant. This does not preclude an employing agency from establishing a more comprehensive procedure but serves to guarantee to each corrections sergeant a minimum procedure that ensures fair and just treatment.
- F. “*Administrative investigation*” is an investigation conducted to determine whether or not a sergeant has violated any provision of this code, or an agency rule or regulation; or whether a sergeant is impaired or unfit to perform the duties and responsibilities of a corrections sergeant.
- G. “*Formal discipline*” refers to the final adjudication of administrative or disciplinary charges. Formal discipline shall be deemed final only after a sergeant has exhausted or waived all legal remedies available and actual discipline has been invoked.

**IV. CORRECTIONS SERGEANT CANNONS OF ETHICS**  
With  
**ETHICAL STANDARDS and DISCIPLINARY RULES**

**CANON ONE**

*CORRECTIONS SERGEANTS 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 Corrections sergeants shall recognize that the primary responsibility of their profession and of the individual sergeant 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 Corrections sergeants shall be aware of the extent and the limitations of their authority in the enforcement of the law.
- STANDARD 1.3 Corrections sergeants shall apply themselves to the diligent study of the principles and new enactments of the laws they enforce.
- STANDARD 1.4 Corrections sergeants shall be responsible for keeping abreast of current case law as applied to their duties.
- STANDARD 1.5 Corrections sergeants shall endeavor to uphold the spirit of the law, as opposed to enforcing merely the letter of the law.
- STANDARD 1.6 Corrections sergeants shall respect the dignity and the human rights of all individuals, and shall uphold the Constitutional rights of all persons.

**DISCIPLINARY RULES**

Corrections sergeants 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**

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

### **DISCIPLINARY RULES**

Corrections sergeants 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**

*CORRECTIONS SERGEANTS 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 Corrections sergeants, as professional, shall maintain an awareness of those factors affecting their responsibilities.
- STANDARD 3.2 Corrections sergeants, during their tour of duty, shall diligently devote their time and attention to the effective and professional performance of their responsibilities.
- STANDARD 3.3 Corrections sergeants shall ensure that they are prepared for the effective and efficient undertaking of their assignment.
- STANDARD 3.4 Corrections sergeants shall maximize the use of the equipment and material available to them.
- STANDARD 3.5 Corrections sergeants shall be prepared to and shall respond effectively to the exigencies of their office.
- STANDARD 3.6 Corrections sergeants, with due regard for compassion, shall maintain an objective and impartial attitude in official contacts.
- STANDARD 3.7 Corrections sergeants shall not allow their personal convictions, beliefs, prejudices, or biases to interfere unreasonably with their official acts or decisions.
- STANDARD 3.8 Corrections sergeants 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**

Corrections sergeants 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 corrections sergeants.

#### **CANON FOUR**

*CORRECTIONS SERGEANTS 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 CORRECTIONS PROFESSION.*

#### **ETHICAL STANDARDS**

- STANDARD 4.1 Corrections sergeants 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 Corrections sergeants shall not consume intoxicating beverages while on duty or while in uniform.

- STANDARD 4.3 Corrections sergeants shall not use any narcotics, hallucinogens, or any other controlled substances except when legally prescribed. When such controlled substances are prescribed, sergeants 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 Corrections sergeants 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 sergeants unable to perform their duties.
- STANDARD 4.5 Corrections sergeants 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 Corrections sergeants shall not engage in illegal political activities.
- STANDARD 4.7 Corrections sergeants shall not permit or authorize for personal gain the use of their name or photograph and official title identifying them as corrections sergeants in connection with testimonials or advertisements for any commodity, commercial enterprise, or commercial service which is not the product of the sergeant involved.
- STANDARD 4.8 Corrections sergeants shall not engage in any activity which would create a conflict of interest or would be in violation of any law.
- STANDARD 4.9 Corrections sergeants shall at all times conduct themselves in such a manner that they do not bring discredit to the corrections profession or their employing agency.
- STANDARD 4.10 Corrections sergeants shall not manifest disrespect or insolent, mutinous, or other insubordinate attitude or conduct, either by action, speech or behavior.
- STANDARD 4.11 Corrections sergeants shall conduct themselves in a courteous and respectful manner in their official dealings with the public, fellow sergeants, superiors and subordinates.
- STANDARD 4.12 Corrections sergeants 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 Corrections sergeants 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

Corrections sergeants 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.

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 corrections 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 sergeants, in connection with testimonials or advertisements of any commodity or commercial enterprise which is not the product of the sergeant 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 sergeants, 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**

*CORRECTIONS SERGEANTS 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 Corrections sergeants 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 Corrections sergeants 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 Corrections sergeants 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

Corrections sergeants 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

*CORRECTIONS SERGEANTS SHALL ASSIST IN MAINTAINING THE INTEGRITY AND COMPETENCE OF THE CORRECTIONS PROFESSION.*

## ETHICAL STANDARDS

- STANDARD 6.1 Corrections sergeants shall recognize that every person in our society is entitled to professional, effective, and efficient correctional services.
- STANDARD 6.2 Corrections sergeants shall comport themselves so as to set exemplary standards of performance for all corrections personnel.
- STANDARD 6.3 Corrections sergeants 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 Corrections sergeants 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 Corrections sergeants 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 Corrections sergeants 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

Corrections sergeants 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 corrections sergeant.
- 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 sergeant 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.

### CANON SEVEN

*CORRECTIONS SERGEANTS SHALL COOPERATE WITH OTHER OFFICIALS AND ORGANIZATIONS WHO ARE USING LEGAL AND ETHICAL MEANS TO ACHIEVE THE GOALS AND OBJECTIVES OF THE CORRECTIONS PROFESSION.*

## ETHICAL STANDARDS

- STANDARD 7.1      Corrections sergeants, 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      Corrections sergeants, 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      Corrections sergeants 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      Corrections sergeants 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

Corrections sergeants 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**

*CORRECTIONS SERGEANTS SHALL NOT COMPROMISE THEIR INTEGRITY, OR THAT OF THEIR AGENCY OR PROFESSION, BY ACCEPTING, GIVING, OR SOLICITING ANY GRATUITY.*

## ETHICAL STANDARDS

- STANDARD 8.1      Corrections sergeants 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 corrections sergeants from normal social practices, or to preclude gifts among friends, associates or relatives, where appropriate.

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

### DISCIPLINARY RULES

Corrections sergeants 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

*CORRECTIONS SERGEANTS SHALL OBSERVE THE CONFIDENTIALITY OF INFORMATION AVAILABLE TO THEM THROUGH ANY SOURCE, AS IT RELATES TO THE CORRECTIONS PROFESSION.*

### ETHICAL STANDARDS

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

STANDARD 9.2 Corrections sergeants 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 Corrections sergeants 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 Corrections sergeants 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 Corrections sergeants shall treat as confidential all matters relating to investigations, internal affairs, and personnel.

## DISCIPLINARY RULES

Corrections sergeants 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.

## **Kitsap County Sheriff's Office**

### **CORRECTIONS SERGEANTS SCHEDULE and STRUCTURE CHANGE AFFECTING CORRECTIONS SERGEANTS ON TEN HOURS AND FORTY MINUTE SHIFT SCHEDULE MEMORANDUM OF UNDERSTANDING -- Appendix F**

#### **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 Corrections Sergeants reporting to a Lieutenant and assigned to a specific watch of shift.
3. "Shift" is defined as one work period (1<sup>st</sup> Watch – Day shift, 2<sup>nd</sup> Watch – Swing shift, or 3<sup>rd</sup> 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. "AFSCME" is AFSCME Local 1308-CS, the bargaining representative for Kitsap County Corrections Sergeants.
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 Corrections Sergeant 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 Labor 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 Corrections Sergeants assigned to the Corrections Operations only.

1. Corrections Sergeant 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 Corrections Sergeants assigned to Administrative assignments will be determined by the Chief of Corrections.

### **Shift Start and Ending Times**

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

1 <sup>st</sup> Watch – Day Shift	0500-1540 hours
2 <sup>nd</sup> Watch – Swing Shift	1300-2340 hours
3 <sup>rd</sup> Watch – Graveyard Shift	2100-0740 hours

The parties agree to re-examine the shift start and end times in October 2022 to evaluate the schedule arrangement 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 (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> watches).
  - Squads may be assigned to attend training, conduct proactive work, 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.
  - Leave will be approved first for Sergeants on the Squad on an overlap day that falls on the last day of the Squads work week, provided Sergeants on block leave will be granted first priority.

### **Corrections Operations Shift Bidding**

1. Shift Bids will occur once each calendar year; for two shift changes. The bid will begin on the first Monday of December 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 April 25, 2022 and run through the last full pay period of July, with the exception of implementation that will result in the first block consisting of less than six months.
  - The second six month block will begin on the first full pay period of August and run through the second full pay period of the following January.



3. Corrections Sergeants must stay on the same Team (Green or Gold) for the entire calendar year.
4. If a Corrections Sergeant changes 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 Corrections Sergeants will bid by seniority.
6. This section of the MOU does not apply to Probationary Corrections Sergeants Shift schedules for Probationary Corrections will be assigned as necessary, considering the employees training needs and the expectations of the FTO Program. Should the Probationary Corrections Sergeant's probation end within 30-days of the first six- month block, the Sergeant will be allowed to bid for the second six-month term.

### **Minimum Staffing**

Current practices regarding minimum Sergeant staffing will be maintained.

### **Covering Short Term Corrections Sergeant Shift Shortages**

1. The Sheriff or designee has the discretion to hold over Corrections Sergeants to supplement their scheduled staffing when staffing levels fall under the minimum or there is a facility emergency.

### **Covering Long Term Corrections Sergeant Shortages**

1. Volunteer(s) will be sought to change squads within the Shift or Team to fill-in where needed.
2. If no Corrections Sergeant volunteers on the same Team, volunteer(s) will be sought from the other Team.
3. If no Corrections Sergeant still volunteers, then Corrections Sergeants may be ordered to move to another shift/squad/team by reverse seniority. Corrections Sergeants ordered to move will be given at least 14 days notice.

### **Corrections Sergeants 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. Travel time only applies to off-site training from and to the jail.
2. A training day that is less than 9 hours, including travel time if offsite, 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 AFSCME 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/29 days are taken 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 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 squad, 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 on the structured in-service days.

### **Miscellaneous Provisions**

1. The maximum number of work hours allowed for Corrections Sergeants to work will normally be 16 consecutive hours in any 24 hour period. Corrections Sergeants should be provided a minimum of eight (8) hours of rest between shifts. Exceptions may be made due to exigent or emergency situations. The Lieutenant responsible for the overtime period shall be responsible for approving such exceptions. Examples of exigent situations where Corrections Sergeants may be required to work more than 16 hours in a 24 hour period include, but are not limited to: necessary report completion, facility emergencies, and court appearance.
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 initial shift rotation 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 working on their day off in “pay back” mode there will be no overtime compensation for that time. This section would not apply to Corrections Sergeants who are required to transfer due to a long term or short term transfer.

3. Vacation leave, sick leave and comp time accrual remain the same per the CBA. 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. During the term of this MOU, Holiday accrual in lieu of holidays off will be 10 hours per holiday and two floating holidays at 8 hours each.
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 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 Corrections Chief. When this change in working hours occurs it will be handled in the same manner as #2 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 April 25, 2022.
2. Any change to this schedule/agreement must be by mutual agreement between the parties; AFSCME, the Sheriff's Office and Kitsap County.
3. This agreement supersedes all previous related MOU's and AFSCME 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, meaning Operations Sergeants return to previous 4/10 agreement. 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.