

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-262-22-A

RE: Contracting out of emergency plumbing work for clogged “pinners” in Kitsap County Jail

Background:

AFSCME Local 1308 (the “Union”) represents Facilities Maintenance & Operations (M&O) Technicians and Specialists, whose regular work includes maintaining Jail mechanical systems such as air handlers, HVAC, electrical, plumbing and roofing. Prior to 2019, when inmates intentionally plugged up toilet drains, requiring work to unclog the toilet drain systems, facilities staff would be called to perform the emergent work of removing items and waste from the drain. This work detracted from Facilities M&O Technicians’ and Specialists’ main work and responsibilities and requires specialized training, equipment, and disposal, yet is not sufficiently frequent enough to require or justify hiring staff solely to perform this work. Kitsap County (the “County”) has had a long-standing practice of contracting for back-up of this work.

Agreement:

1. The Union agrees that the County may contract out solely that work associated with unclogging the Jail facility inmate toilet drains, known as “pinners”. This Agreement does not authorize the contracting out of work unclogging other Jail facility toilet drains not used by the inmate population, nor any other work currently performed by Facilities M&O Technicians and Specialists.
2. The County acknowledges that infectious disease protections are important to the safety of County employees. The County agrees to continue a regular training program for Facilities M&O Technicians and Specialists regarding appropriate protections and procedures for work involving drainpipe maintenance and sewage handling.
3. This Agreement will be in full force and effect until the parties execute a successor collective bargaining agreement. At any time, the parties may agree to meet to review the contract performance and activity. This Memorandum of Understanding may be extended by mutual agreement of the parties.

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

James Shierk

Jim Shierk, President

5/26/22

Date

Carrie Caffrey

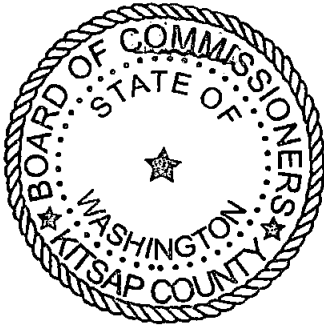
Carrie Caffrey, Business Rep.

5/26/22

Date

DATED this 13th day of June, 2022

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



E. E. Wolfe

EDWARD E. WOLFE, Chair

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

Robert Gelder

ROBERT GELDER, Commissioner

ATTEST:
Dana Daniels

Dana Daniels, Clerk of the Board

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

KC-262-22-B

RE: Out-of-Class Pay

Background

The current collective bargaining agreement between AFSCME Local 1308 and the County provides for temporary working out-of-class pay when an employee is assigned significant additional responsibilities for a minimum of five (5) consecutive working days. The parties executed a contract amendment in 2021 to align the collective bargaining agreement with the Kitsap County Personnel Manual to provide a five percent (5%) premium or a percentage increase that puts the employee the closest to, but not below, Step 1 of the salary range for the approved classification, whichever is greater, for the duration of the assignment.

The parties' bargained a successor agreement effective January 1, 2022 (KC-262-22), and incorporated the prior amendment into the collective bargaining agreement. However, a Scribner's Error resulted in the omission of the provision that provides for a percentage increase that puts the employee closest to, but not below, Step 1 of the salary range if a five percent (5%) premium is less than Step 1 of the salary range for the classification of the assignment. This Amendment corrects the omission.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

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

ARTICLE I. RIGHTS OF THE PARTIES

[Sections A – Q omitted]

SECTION R – WORK PERFORMED IN HIGHER CLASSIFICATION

An employee who performs work in a higher job classification for five (5) or more

consecutive days will be paid a five percent (5%) premium pay, OR a percentage increase that puts the employee the closest to, but not below, Step 1 of the salary range for the approved classification, whichever is greater, for the duration of the assignment. All of the employee's wages shall be paid at the out-of-class wage for the duration of the assignment; **provided:**

[Section R, 1-6 Omitted]

[Sections S – X omitted]

2. Except as expressly provided in this Contract Amendment; all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
3. This Contract Amendment shall be effective January 1, 2022.

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

Carrie Caffrey 5/26/22
Carrie Caffrey, Business Rep. Date

Jim Shierk 5/26/22
Jim Shierk, President, Local 1308 Date

DATED this 13 day of June, 2022.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Edward E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:
Dana Daniels
Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY SUPERIOR AND DISTRICT COURTS
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL
1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)

KC-262-22-C

RE: Contracting out of Court Security support work for 2022

Background:

AFSCME Local 1308 (the "Union") represents Court Security Officers and Court Security Officer Leads, whose regular work includes providing security and screening services in the Kitsap County Courthouse. Due to unprecedented staff shortages and high-profile trials that will require additional security patrols and screening, the parties agree that the County may enter into a short-term and temporary contract, through December 31, 2022, with a private security firm to support the existing Court Security staff.

Agreement:

1. The Union agrees that, to address the immediate need for Court Security support, the County may contract out solely that work associated with security screening and security patrols in and around the Kitsap County Courthouse to support existing County staff.
2. This contracting out will be non-precedent setting.
3. This Agreement will be in full force and effect through December 31, 2022. At any time, the parties may agree to meet to review the contract performance and activity. This Memorandum of Understanding may be extended by mutual agreement of the parties.

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

James L. Shierk 10/19/2022
Jim Shierk, President Date

Carrie Caffrey 10/17/22
Carrie Caffrey, Staff Business Rep Date

DATED this 14th day of November, 2022.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E.E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:
Dana Daniels
Dana Daniels, Clerk of the Board

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

KC-262-22-D

RE: Step Advance Settlement for Employee in the Clerk's Office (PID E32)

Background

The current collective bargaining agreement between AFSCME Local 1308 and the County provided for one-time, non-precedent setting step advancements for employees. The step advancements were tiered based on the employee's step placement on April 10, 2022. The parties' collective bargaining agreement also states that employees will retain their step anniversary date.

The Union discovered that an employee in the Clerk's Office advanced correctly according to the agreement, however, the provision for employees to retain their step anniversary date resulted in a disagreement regarding an alleged inequity in step placement for incumbent in PID E32.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The employee in PID E32, who was advanced 2 steps on April 11, 2022, shall receive an advancement to step 12 effective April 11, 2022. The employee in PID E32 shall retain their annual step anniversary date eligibility.
2. This Memorandum of Understanding shall be non-citable and non-precedent setting as to any former, current, or future employees.
3. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' collective bargaining agreement, and subsequent amendments, addenda, or modifications thereto, remain in full force and effect.

[signatures appear on next page]

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

Carrie Caffrey 2/22/23
Carrie Caffrey, Business Rep. Date

James L. Shierk
Jim Shierk, President, Local 1308 Date

DATED this 13th day of March, 2023.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Robert Gelder
ROBERT GELDER, Commissioner

NOT PRESENT

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

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

KC-262-22-E

RE: Modifications to Appendix E as it relates to the Deputy Fire Marshals

Background

The current collective bargaining agreement between AFSCME Local 1308 and the County contains Appendix E, Automatic Progression for the Community Development Construction Inspection and Deputy Fire Marshal series. Appendix E outlines the requirements for an employee to automatically progress from Deputy Fire Marshal 1 to the Deputy Fire Marshal 2 classification. The Department of Community Development has the need for employees to progress to the Deputy Fire Marshal 1 classification, and for the Deputy Fire Marshal 2 classification to become a promotional opportunity only.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strikethrough~~, indicating deleted matter:
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APPENDIX E - Automatic Progression for Community Development Construction Inspection and Deputy Fire Marshal Series:

1. **DCD Building & Fire Safety Group – Construction Inspection & Deputy Fire Marshal Automatic Progression Series:** This shall set forth the process by which Department of Community Development (DCD) employees in the Building & Fire Safety Group will automatically progress from Construction Technician through Construction Inspector 2 in the Construction Inspection series and from Construction Technician through Deputy Fire Marshal 1 in the Deputy Fire Marshal series. ~~through~~ Deputy Fire Marshal 2 will become a promotional opportunity when vacancies in the Deputy Fire Marshal 2 classification exist. ~~This process will not apply to those existing employees who choose Option 2 (“Opt Out” option) under section 2 of this Appendix.~~

[subsection a. remains unchanged]

b. Deputy Fire Marshal Automatic Progression Series:

- i. Construction Technician to Construction Inspector 1: Employees in the Construction Technician classification shall automatically progress to the Construction Inspector 1 classification once the employee meets all automatic progression requirements outlined in the DCD Deputy Fire Marshal Auto Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee's date of hire, transfer, or promotion.
- ii. Construction Inspector 1 to Deputy Fire Marshal 1: Employees in the Construction Inspector 1 classification shall automatically progress to the Deputy Fire Marshal 1 classification once the employee meets all automatic progression requirements outlined in the DCD Deputy Fire Marshal Progression Series; **provided**, the employee must meet all automatic progression requirements within twelve (12) months of the employee's date of hire, transfer, or promotion.
- iii. Deputy Fire Marshal 1 to Deputy Fire Marshal 2 (Promotional Only): Employees who have met all of the requirements of the Deputy Fire Marshal 2 classification will be eligible to apply for vacant Deputy Fire Marshal 2 positions.

[subsection c. i. and ii. Remain unchanged]

- c. iii. Failure to progress within the proscribed time frame due to inability to perform the essential functions, meet progression requirements, or obtain and maintain required licenses and certifications may result in termination at the employing official's discretion. A six months' extension may be provided at the Employing Official's discretion.

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

[subsection c.iv remains unchanged]

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

~~a. **Option 1 ("Opt In" Option):** Employee opts in to the new Construction Inspection or Deputy Fire Marshal automatic progression, whichever is applicable. The employee shall be required to meet the progression requirements and shall be eligible for automatic progression as provided in sub-sections 1.a or 1.b of this Appendix. The employee shall be subject to the same parameters governing automatic progressions as provided in sub-section 1.c of this Appendix. For employee's choosing this option, the timeline for meeting all automatic progression requirements within the employee's current classification shall begin to run as of the date of the employee's decision to choose Option 1.~~

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

2. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' collective bargaining agreement, and subsequent amendments, addenda, or modifications thereto, remain in full force and effect.
3. This Contract Amendment shall be effective upon execution by all parties.

[signatures appear on page 4]

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

Edward Allan 1/2/24
Edward Allan, Business Rep. Date

Cynthia Samuels 1/25/24
Cynthia Samuels, President, Local 1308 Date

DATED this 12 day of Feb, 2024.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

NOT PRESENT

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

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

KC-262-22-F

RE: Work Performed In Higher Classification (Article I, Section R) Settlement for Employee in the Facilities Department (PID K98)

Background

The current collective bargaining agreement between AFSCME Local 1308 and the County addresses the requirements for an out-of-class premium pay for work performed in a higher classification (Article I, Section R). The parties' collective bargaining agreement states that an employee who performs work in a higher job classification for five or more consecutive days will be paid a five percent (5%) premium pay for the duration of the assignment.

The Union requested a review of PID K98, resulting from concerns brought forth that the employee had been working in a higher classification since June 2023, and that the employee did not receive the 5% premium pay per the collective bargaining agreement. An analysis confirms that employee in PID K98 began work in a higher classification in June 2023; however, a request for out of class pay was not submitted for approval. PID K98 was reclassified to the higher-level classification on January 1, 2024.

Agreement

The parties, Kitsap County (County) and AFSCME Local 1308-Courthouse (Union), having bargained in good faith, mutually agree to the following:

1. The employee in PID K98, will receive retroactive 5% premium pay for all hours worked, based on the hourly rate in effect on June 19, 2023, from June 19, 2023 through December 31, 2023.
2. This Memorandum of Understanding shall be non-citable and non-precedent setting as to any former, current, or future employees.
3. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties' collective bargaining agreement, and subsequent amendments, addenda, or modifications thereto, remain in full force and effect.

[signatures appear on page 2]

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

Sean Hare 29/02/2024
Sean Hare (Feb 29, 2024 10:45 PST)

Sean Hare, Business Rep. Date

[Signature] 2/20/24
Cynthia Samuels, President, Local 1308 Date

DATED or ADOPTED this 26 day of Feb, 2024.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Katherine T. Walters

KATHERINE T. WALTERS, Chair

Christine Rolfes

CHRISTINE ROLFES, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board






KC-262-22-F AFSCME 1308 - One Time Out of Class Pay for Facilities Staff Member

Final Audit Report

2024-02-29

Created:	2024-02-29
By:	Jaycee Brown (jebrown@kitsap.gov)
Status:	Signed
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"KC-262-22-F AFSCME 1308 - One Time Out of Class Pay for Facilities Staff Member" History

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-  Document e-signed by Sean Hare (seanh@council2.com)
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