



COLLECTIVE BARGAINING AGREEMENT
between
Kitsap County
and
Local 1308-S
of the Washington State Council of County and City
Employees, AFSCME, AFL-CIO
[Supervisory Employees]

January 1, 2022 through December 31, 2024

KC-238-22

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

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

ARTICLE I. RIGHTS OF THE PARTIES

SECTION A - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time supervisory employees, excluding confidential, non-supervisory, managerial and all other employees in the following departments:

1. Parks
2. Assessor
3. Auditor
4. Clerk
5. District Court
6. Prosecutor
7. Information Services
8. Facilities Maintenance
9. Treasurer
10. Wastewater Laboratory Division of the Public Works Department
11. Office of Public Defense of the Administrative Services Department
12. Noxious Weed Program

SECTION B - UNION MEMBERSHIP

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. The County agrees to comply with the changes to RCW 41.56.110 upon the effective date of the statute.
4. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: employee name, birth date, job type, cost center, pay scale, and pay step. The Union may request additional information on bargaining unit members as needed. The Union agrees to indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the release of bargaining unit member information under this sub-section.
5. Voluntary Authorization: Upon written authorization, the Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction in the amount authorized by the Union member. An employee may revoke his or her authorization at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
6. Electronic Authorization: An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically.
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 - UNION/EMPLOYER RELATIONS

All collective bargaining regarding wages, hours, and working conditions of employment shall be conducted by authorized representatives of the Union and Employer. The Union and Employer agree that if any new classifications are established within the departments recognized in Article I, Section A (Recognition), both parties will meet to negotiate whether the position is in the bargaining unit, and, if so, to then negotiate the wages, hours and working conditions. Reasonable notice will be given to the Union when existing job descriptions are substantially changed.

SECTION D – DEFINITIONS

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

1. Employee:
 - a. Extra Help: A non-regular employee who serves at will and may be terminated by the Employing Official or designee at any time. Extra help employees receive only those benefits required by federal or state law. The employment period of the extra-help employee should be for a limited term, on call, or seasonal work. Qualified employees on lay-off will be offered extra help work

within their classification before an extra help employee is offered work within the same affected job classification in the applicable Department.

- b. Full-time Employee: A regular employee who is hired in a budgeted position to work a pre-determined schedule of forty (40) hours per week.
 - c. Part-time Employee: A regular employee who is hired to work a predetermined schedule of forty (40) hours or more in a two (2) week pay period but less than eighty (80) hours in a two (2) week pay period in a budgeted position.
 - d. Probationary Employee: A non-regular employee serving a test period of work evaluation as a new, promoted, transferred, or recalled employee prior to regular status.
 - e. Regular Employee: An employee, in a budgeted position, who has successfully completed their probationary employment period. Regular employees are credited with continuous service from the date of hire into a budgeted position.
 - f. FLSA Exempt Employee: An employee in a position whose duties meet one of the exemptions from the overtime provisions of the Fair Labor Standards Act. FLSA exempt employees are paid on a salaried basis and are not eligible for overtime compensation, including call-back pay under this Agreement.
 - g. FLSA Non-Exempt Employee: An employee in a position that is eligible for overtime compensation under the FLSA.
2. Employer: Shall mean the County of Kitsap, Washington, and Kitsap County District Court (for court staff).
3. Grievance: Shall be defined as a dispute or disagreement arising between the employee and/or the Union and the Employer with regard to the interpretation or application of the specific provisions of this Agreement. Specifically excluded from further recourse to the grievance procedure are grievances that have been processed and decided, and grievances not presented within the time limits as established in Article I, Section H (Grievance Procedure).
4. Probationary Period: Probationary employees may be deemed to have failed probation at any time during or at the conclusion of the probationary period so long as the reasons for failure are given. Such employee shall have no recourse to the grievance procedure, for said decision, except if the Employer fails to pay wages and benefits pursuant to this Agreement. The employee will be granted regular status at the end of the probationary period if the employee has performed satisfactorily. Both the Union and an employee whose probationary period is extended in accordance with the provisions below will be given notice of the extension in writing and an explanation of the areas in which the employee needs to improve prior to successfully completing their probationary period. An employee's probationary period shall be extended by any time an employee is in an unpaid status during the

probationary period. Probationary employees are eligible to use accrued annual and sick leave and their floating holidays.

- a. New Hire. The probationary period for a newly hired employee shall be six (6) months. At the option of the Employer, the probationary period may be extended up to an additional six (6) months. If a newly hired employee fails the probationary period, they will be discharged from County employment.
 - b. Promoted Employee. The probationary period for a promoted employee shall be three (3) months. At the option of the Employer, the probationary period may be extended for a period not to exceed three (3) additional months. If the employee fails the probationary period, they will be returned to the same or a similar position from which they were promoted, within the bargaining unit; or if the position is within another bargaining unit, the employee shall be returned to the same or similar position from which they were promoted, provided there is a vacant position available.
 - c. Transferred Employee. The probationary period for an employee who voluntarily transfers to a different department within the same or lateral job classification or within the employing department to a lateral job classification, shall be three (3) months in duration. The employee's probationary period may be extended up to an additional three (3) months at the option of the Employer. If the employee fails the probationary period, they may either be discharged from County employment or may be returned to the same or a similar position from which they transferred so long as the position is in the bargaining unit, a vacancy currently exists, and conditional on approval by the Elected Official/Department Director of the office/department that the employee wishes to return to. All transfer employees will be informed that discharge is an option for failing probation prior to any transfer.
 - d. Recalled Employee: Employees recalled into the department and position from which they were laid off shall not be subject to a new probationary period. The probationary period for an employee who has been laid off and is recalled into the department of layoff into a position other than the position the employee was laid off from shall be three (3) months. Re-employment in other departments shall be subject to the probationary period for New Hires, as outlined in 4.a. above. If the employee fails the probationary period, she or he will be placed back on the recall list for the remainder of the recall period.
5. Promotion: Appointment to a job classification with a higher pay range in the department of current employment.
 6. Seniority: Seniority is the length of continuous service within the Bargaining Unit. Seniority begins to accrue from the first day of employment or rehire into a regular position, whichever is later. Seniority resets when an employee separates from County employment for more than twelve (12) months.
 7. Union: Shall mean Local 1308-S, American Federation of State, County, and Municipal Employees, and Washington State Council of County and City Employees.

8. Anniversary Date (date of hire): The date an employee is originally hired into a regular, budgeted full-time or part-time County position. No credit shall be given for extra help work when establishing an employee's anniversary date. The anniversary date resets when an employee separates from County employment for more than twelve (12) months.
9. Continuous Service: The length of continuous service by an employee which includes periods of authorized paid leaves. An employee who terminates and is re-employed, or who is laid off and re-employed or re-called within twelve (12) months from the termination date shall have their continuous service date adjusted by the time between termination and re-employment. All benefits based on length of service shall be computed on the basis of continuous service, unless otherwise specified. Continuous Service dates are adjusted for any period of absence over one full calendar month in an unprotected leave without pay status. Continuous service resets when an employee separates from County employment for more than twelve (12) months.
10. Transfer: The voluntary change of an employee to a different department from one classification to another classification with the same or lower pay rate.
11. Job Sharing: Is an alternative work arrangement in which employees share a full-time position.
12. Reclassification: Changes in the level of responsibilities, tasks and duties of a position which may change areas of emphasis, the level of skill required and/or qualification requirements as they relate to the current position. These changes may result in allocating the position to a new classification. A reclassification upgrade is not to be used as a merit raise or as a reward for employment longevity, nor is it to be used to reflect an increased volume of work at the same level of responsibility that the incumbent is currently performing. A reclassification may result in an increase or decrease in compensation. A reclassification must be approved by the Board of County Commissioners before an employee may be compensated for any change in compensation resulting from a reclassification.
13. Reassignment: When an employee moves from one position within a job classification to a different position within the same job classification or within the same pay band, in the same department. The employee's pay rate will not change.

SECTION E - NON-DISCRIMINATION

1. Neither the Employer, Union, nor any employee, shall in any manner whatsoever discriminate or retaliate against any employee on the basis of race; color; religion; creed; sex; marital status; national origin; age; sensory, mental or physical disabilities; sexual orientation; gender identity; veteran's status; or union membership status as provided by law.
2. Words denoting gender in this Agreement are intended to apply equally to all genders.

SECTION F - MANAGEMENT/EMPLOYEE RIGHTS

1. Except as otherwise expressly and specifically limited by the terms of this Agreement or state or federal law, the Employer retains the following rights: 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 the Employer. It is expressly recognized that such rights, powers, authority and functions include, but are not limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto; the determination of the number, size and location of its offices and places of business and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work, and standards of performance within the parameters of this Agreement; the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions within the parameters of this Agreement; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or to make technological changes; the right to maintain order and efficiency; the right to designate the work and functions to be performed, the right to establish, administer, or change bonus, incentive or merit compensation plans beyond those identified in this Agreement; the right to make and enforce safety and security rules of conduct; the right to discipline and discharge employees for just cause; the right to discharge employees for failing to meet the minimum qualifications of their position or for incompetency; and the right to determine the number of employees and the direction of the employees.
2. The Employer and the 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 that 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 with the Employer, except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement.

SECTION G - UNION OFFICIALS' TIME OFF

Officials in the Bargaining Unit (Shop Steward, Union Executive Board members and/or members of the negotiating committee) shall be granted reasonable time off while engaged in Union/Employer business involving contractual matters or negotiations, so long as:

1. Employees shall notify the Employing Official or designee at the earliest time the employee is made aware of the need to be absent and the affected Employing Officials or designee determines that such temporary absence shall not cause unacceptable disruption of services.
2. Employees in the Bargaining Unit shall not transact Union business while working on shift that in any way interferes with the operation of normal routine of any department.

Employees may request reasonable release time for activities that are mutually vital to the County and the Union.

3. Union-dues paying members may donate up to one day of vacation leave per year to be used by Delegates to attend union-sponsored training conferences, conventions, and other Union business without loss of pay. Such donation shall be submitted in writing to the employee's payroll clerk between December 1 and December 15. Unless otherwise waived by the Employing Official, the Delegate shall submit a written request at least two weeks in advance of such conference or convention. Any such leave shall be subject to approval of the Employing Official. Donated leave not used in a calendar year shall be carried over from year to year; provided, however, no more than 300 hours shall be accumulated. Once the bank reaches 300 hours, no donations shall be accepted until such time as the bank hours are reduced.
4. The Union shall be allowed use of bulletin board space to post Union notices that have been authorized by a Union official.

SECTION H - GRIEVANCE PROCEDURE

1. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee and/or the Union 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.
2. Any employee within the bargaining unit who may feel aggrieved by the Employer interpretation, or application of the terms of this Agreement, may seek their remedy by the procedure provided in this Agreement.
3. Union Representation: Throughout the grievance procedure, an aggrieved employee shall be represented by the Union. However any employee, at any time, may present his/her grievance without the intervention of the Union so long as the remedy is not inconsistent with the terms of the Collective Bargaining Agreement, and the Union has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.
4. Time Limits: Any time limits stipulated in this Section may be extended for stated periods of time, by the parties, by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee or the Union fails to advance the 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 or the Union 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.
5. Procedure:

a. Step 1 - Oral Discussion. Within ten (10) working days of the occurrence which gave rise to the grievance, or within ten (10) working days after the employee becomes aware of the situation giving rise to the grievance, the employee and his/her shop steward, or representative of the Union, shall discuss the grievance with his/her immediate supervisor. The immediate supervisor shall notify the employee of their decision on the grievance or provide a reason for the delay in the response within ten (10) working days after the discussion with the employee, or the grievance shall be deemed denied. Both parties may agree to bypass step one, and proceed directly to step two or three within ten (10) working days.

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

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

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

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

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

Upon receipt of the grievance, the Elected Official/County Administrator or designee, shall schedule a grievance hearing within thirty (30) working days to hear the grievance, and within ten (10) working days thereafter issue to the Union a written decision. In the absence of the County Administrator, the Chair of the Board of County Commissioners, or designee, shall conduct the Step 3 grievance hearing.

d. Step 4

i. Arbitration. If a satisfactory resolution is not reached, , then the Union or the Employer may, within fifteen (15) working days from the Step 3 decision, request arbitration under the procedures described below:

ii Mediation: By mutual agreement, the parties may mediate the grievance prior to submission for arbitration.

- a. Arbitrator Selection. In regard to each case reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10) working days of the submission of the written request for arbitration, a list of nine (9) names shall be requested from the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) of arbitrators located in Washington and Oregon. The parties will select an arbitrator by alternately striking names from the list within ten (10) working days of receipt of the list. The party to strike first shall be determined by coin toss.
 - b. Hearing. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties, and shall be empowered to request such data as they deem pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private, and shall include only the parties in interest and/or their designated representative(s) and witnesses.

- c. Authority of the Arbitrator. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before them, and shall refuse to receive any information after the hearing, except when there is mutual agreement, and in the presence of both parties. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision shall be made in writing. If either party wishes to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the parties, or if they are unable to agree on a date, designated by the arbitrator. In case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.

- d. Cost of Arbitration. Union and Employer shall pay any compensation and expenses relating to its own witnesses or representatives, including attorney's fees. If either party requests a stenographic record of the hearing, the cost of said record will be paid by the party requesting it. If the other party also requests a copy, the party will pay one-half of the stenographic costs. The fee and expenses of the arbitrator shall be borne equally by both parties.

SECTION I - PERSONNEL FILES

The official personnel file for each employee shall be maintained in the Human Resources Department. The employee and/or an authorized representative may examine the employee's personnel file in the Human Resources Department. Material to be placed into the employee's file relating to job performance or personal character after July 28, 1985, shall be brought to the employee's attention and signed by the employee prior to placement

in the file. The employee's signature only indicates acknowledgment, not agreement. In the event an employee refuses to sign a document the Employer may so note the employee's refusal on the document itself. An employee may challenge the propriety of any material in the files. If, after discussion, Management retains the material in the file, the employee shall have the right to insert contrary documentation into the file. If the affected employee believes that a deficiency has been corrected by later action, they may request, in writing, to have a review of this action included in the file. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. (Reference RCW 49.12 as amended.)

SECTION J - JOB VACANCIES

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

1. Promotions. An Employing Official may fill a job vacancy from within their department through an internal departmental posting only. Such notice shall be posted a minimum of five (5) working days before filling the job vacancy.
2. Internal Posting. An Employing Official may authorize Human Resources to post a vacancy internally to regular employees of their department only, instead of, or prior to, outside posting to the general public. The notice is to be posted a minimum of five (5) working days prior to filling the job vacancy.
3. County Wide Posting. An Employing Official may authorize Human Resources to post a vacancy internally to regular employees of Kitsap County. The notice is to be posted for a minimum five (5) working days prior to filling a job vacancy.
4. Outside Posting. An Employing Official may authorize Human Resources to post notice of job vacancy to the general public. In general, such postings will be for a minimum of ten (10) working days but at the option of the Employing Official, the notice may be posted for a minimum of five (5) working days before filling job vacancy.
5. Transfer Posting. An Employing Official may authorize Human Resources to fill a vacancy from the transfer list. The transfer posting is only available to employees in regular, budgeted positions. The transfer posting can only be used for positions on an equal or lower pay rate than the candidate's current pay rate. Transfer posting may not be used for promotional positions. An employee transferring to a different position shall possess the minimum qualification for that position. The right to return, if provided, must be in writing by the affected Employing Official at the time of transfer.

The Employer agrees to encourage all Employing Officials to utilize the promotion or departmental posting procedures prior to public recruitment whenever possible.

SECTION K – PROMOTIONS

For promotional appointments, the employee's hourly rate for the position into which the

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

SECTION L - LAYOFFS AND RECALL PROCEDURES

As defined in Article I Section D, seniority is an employee's length of continuous service within the bargaining unit in a regular full-time or regular part-time status.

1. Layoff Procedures:

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

No regular employee shall be laid off while there are extra help or new probationary employees serving within the affected classification within the Department. Employees laid off shall be given two (2) weeks notice in writing or, at the Employer's option, two (2) weeks separation pay. Laid off employees shall be eligible to apply for promotional opportunities within departments covered by this Agreement for a period of twelve (12) months from their effective date of layoff.

2. Recall within Department of Layoff:

When the County rehires in a department within twelve (12) months after a layoff has occurred, the County shall first attempt to rehire those employees who were laid off from the affected classification within the department in the reverse order of their layoff. In addition, employees laid off shall be considered for positions of equal or lower classifications for which they meet the minimum qualifications and for which they have notified the County Human Resources Department that they are potentially qualified and for which they are interested in applying. A recalled employee shall be subject to the probationary period as outlined in Section D (Definitions). Employees who refuse reinstatement into their former job classification shall relinquish their recall and reemployment rights under this Agreement.

3. Re-employment in Other Departments:

Laid-off employees may request to be considered for reemployment in other County departments for positions within the employee's former classifications or any equal or lower classifications for which the employee is determined to meet the minimum

qualifications. Laid off employees shall notify the Human Resources Department, and shall complete the appropriate forms identifying positions for which they are potentially qualified. Qualified employees shall receive consideration by individual departments prior to open recruitment, and hiring of new employees for regular full-time or regular part-time position vacancies. Laid off employees shall be eligible to receive such consideration for a period of twelve (12) months from their effective date of layoff. A recalled employee shall be subject to the probationary period as outlined in Section D (Definitions).

It shall be the responsibility of the employee on layoff to inform the Human Resources Department of any change of their contact information. Notification of recall shall be by registered mail, and the employee response required within ten (10) days of receipt of the notification.

4. Employees laid off from their classification(s) may “bump” the least senior employee within the bargaining unit in an equal or lower classification previously held by the employee within the same department and for which they are qualified to perform.
5. Laid off employees shall retain seniority for recall and reemployment purposes for twelve (12) months following the effective date of the layoff. Employees reinstated within that twelve (12) month period shall have any unused, accrued sick leave balances restored upon reinstatement.

SECTION M - EMPLOYEE DISCIPLINE

The Employer shall take disciplinary action (where appropriate) in accordance with the following procedures, allowing the presence of a Union representative upon request, provided that the request does not result in an unreasonable delay, and using the tenets of just cause and progressive discipline:

1. Oral Warning. Oral warnings shall be used for minor offenses, such as unsatisfactory work habits/performance. The supervisor shall discuss the offense, and warn the employee not to repeat the behavior. Repeated violations of this category may result in written warning, or more severe disciplinary action. The employee shall acknowledge receipt of the oral warning by signing documentation of the oral warning for the Employer's records. Oral warnings shall not be subject to the grievance procedure.
2. Written Reprimand. Written reprimand shall be used for more serious problems or offenses, such as misconduct resulting in poor job performance as a first step, or for repeated incidents where an oral warning has failed to correct behavior. This reprimand shall be in the form of a signed letter by the supervisor to the employee, with the employee signing to acknowledge receipt of the letter, but not necessarily agreeing to its contents. Copies of such warnings shall be kept in the employee's Personnel File in the Human Resources Department. Copies of any such written reprimands may be sent to the Union at the employee's request.
3. Suspension Without Pay. Suspensions without pay may be administered when the offense is of a serious enough nature, but when circumstances related to an

employee's overall performance would not warrant immediate discharge, or when the inappropriate conduct or performance has continued subsequent to written reprimand(s). At the Employing Official's option, an employee's accrued annual leave balance may be reduced by an amount equal to the imposed suspension, in lieu of the suspension without pay. Such action shall be equivalent to a suspension without pay for all purposes.

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

4. **Demotion:** The Employing Official, or his/her designee, may demote an employee to an existing vacant classification which has a lower salary range. This type of action could be taken where an employee is unable or unwilling to perform the duties required for his/her current position but meets the qualifications for the position to which they are being demoted. It also may apply when an employee commits an offense requiring greater discipline than a suspension.
5. **Discharge.** Instances which warrant discharge without a prior warning notice or suspension may include, but shall not be limited to, such conduct as insubordination, theft, falsifying records or reports, being under the influence of alcohol or drugs on the job, and illegal or destructive acts while on the job; or conduct on or off the job which directly affects the employee's ability to perform his/her job or his/her ability to work with co-workers, compelling the County to suspend or discharge the employee rather than tolerate the disruptions that continued employment may cause. Examples of such conduct are child molestation or sex crimes. Repeated offenses may warrant the discharge of an employee, if such conduct has been documented by the supervisor, and behavioral changes have not resulted from previous warnings and/or suspension. A Pre-disciplinary Hearing shall be conducted prior to any discharging of an employee. The hearing may be informal in nature and shall be conducted by the Employing Official or designee. The Employer shall not discharge any regular employee without just cause.
6. Any pre-disciplinary hearing will be consistent with Loudermill rights and Weingarten rights.

7. Chapter 11 (Discipline and Termination) of the County's Personnel Manual contains a non-exclusive list of violations and acts of misconduct that may be cause for disciplinary action under this Section.
8. Employees may submit a written request to their Employing Official for removal of reprimand records two (2) years from the date of their issuance, if no further incidents or discipline occur; however, nothing in this sub-section shall be interpreted as obligating the Employing Official to approve such request. Discipline for violation of the County's Administrative Guidelines covering Harassment, Discrimination and Workplace Violence, suspensions, and "Last Chance Agreements" shall be maintained indefinitely unless limited by the terms of the specific disciplinary document.
9. An employee may file a rebuttal statement to any imposed discipline and the statement shall become a permanent part of the employee's personnel file.

SECTION N - PAY PERIODS and PAYROLL DIRECT DEPOSIT

1. Employees shall be paid on a biweekly pay schedule. The pay period for employees shall be every two (2) weeks commencing at 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday. Employees shall receive their biweekly payment no later than the Friday following the close of the pay period.
2. All bargaining unit members shall use the automatic payroll deposit that the County provides by assigning the direct deposit of their bi-weekly payment to a financial institution of their choice. Note: Any out of state hardship(s) requiring a paper check will be addressed on an individual case basis.

SECTION O - NO-STRIKE CLAUSE

1. Union and Employer agree that nothing contained in RCW 41.56.120 shall permit or grant any public employee the right to strike or refuse to perform his or her official duties.
2. The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union and/or the employees covered by this Agreement shall not cause or condone any form of work stoppage, strike, or slow-downs as long as the terms of this Agreement are in effect. Employees who are involved in such actions shall be subject to discipline which may include discharge.
3. A picket line, strike, slow-down or other interference with County functions by any other Union or bargaining unit shall not be the cause for any form of work stoppage, strike, or slowdown by employees or the Union. Employees who are involved in such actions shall be subject to discharge.

SECTION P - SAVINGS CLAUSE

1. The Union and the Employer shall refer to the Employer's Personnel Manual to resolve matters not covered by this Agreement or for elucidation of matters covered by this Agreement; however, nothing contained in the Employer's Personnel Manual shall degrade from the provisions of this Agreement.
2. If the County desires to modify the Personnel Manual during the term of this Agreement, in areas that pertain to the members, then pursuant to RCW 41.56 et seq., the County shall provide written notice of its desire and a written version of the County's proposed modifications in legislative format. Upon receipt of written notice for the County, the Union shall have fifteen (15) calendar days to provide written notice of the Union's desire to bargain the policy modifications pursuant to RCW 41.56 et seq. Failure by the Union to respond within (15) calendar days shall constitute a waiver of the Union's right to bargain.
3. If any provisions of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid, and shall remain in full force and effect. In such event, the parties shall meet within thirty (30) days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, and to preserve the intent of the entire Agreement as negotiated by the parties.

SECTION Q - ENTIRE AGREEMENT CLAUSE

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

SECTION R - WORK PERFORMED IN HIGHER CLASSIFICATION

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

1. That the referred five (5) days shall relate to consecutive work days for each separate and specific incident or work project, and

2. Pre-approval is obtained from the Employing Official and County Administrator or designee, and
3. The employee must meet the Minimum Qualification for the position to which they are being assigned.
4. The employee working out of class is performing the scope of duties principally ascribed to the higher-level classification.
5. Employees receiving out-of-class wages for an overtime exempt level position will be treated as exempt from overtime for all hours worked in the exempt level position.
6. Employees in a represented position assigned to work out-of-class in a non-represented position will still be considered part of the bargaining unit and will be eligible to continue to pay union dues for their regular represented position.
7. The parties agree that the compensation for work performed in a higher classification shall be the same as received by AFSCME 1308 Courthouse Employees. Should AFSCME 1308 and the County agree to a change in the compensation for work performed in a higher classification, the parties to this Agreement agree to reopen this section to reflect the same change.

SECTION S - JOB-SHARING POLICY

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

SECTION T – EMPLOYEE INITIATED RECLASSIFICATION PROCESS

An employee who performs work in a higher job classification shall be compensated in accordance with the provisions of Section R of this Agreement. If the employee reasonably believes they are performing the duties of a higher job classification on an ongoing basis, the employee may initiate a reclassification request as follows:

1. The employee may seek reclassification by having the employee complete the employee's sections of the "AFSCME Employee Reclassification Request" form and submit it during the period of February 1 through May 1.
2. The Employing Official is to complete the Employer's sections of the form and submit it to the Human Resources Department by June 1st.
3. The Human Resources Department will review the request and complete an analysis pursuant to County policies and procedures. Following an analysis, the Human Resources Department will submit a written recommendation to the Union,

employee(s), to the Employing Official affected. The results of Human Resources' findings and recommendations may be subject to negotiation with the Union at the Union's request.

4. The Human Resources Department will submit its recommendation to the Budget Office. The Employing Official shall include the reclassification request in their annual budget request.
5. The Board of County Commissioners will review the recommendation and render a decision during the budget approval/review process. If the Board does not approve the recommendation, the affected employee shall be reassigned duties consistent with the original classification of the position and the position will continue to be classified in the original class; if the employee is currently receiving out of class pay, such out of class pay shall be terminated upon such reassignment of duties.
6. If the recommendation involves the establishment of a new classification, both the Union and Management will meet to negotiate wages, hours and working conditions.
7. The above procedure will apply to employee initiated requests. At his or her sole discretion, the Employing Official may also initiate reclassifications in accordance with the Classification Studies section of the County Personnel Manual if no increase in budget will be required as a result of the change.
8. Effect of Classification Changes on Employees. Whenever a position is reclassified from one class to another class, the employee shall remain in the position with the same benefits and credit for service as he/she had in the position prior to its reclassification, except as noted below:
 - a. Whenever a position is reclassified from one class to a higher class, the employee shall be promoted and continue in the position only if he/she possesses the minimum qualifications for the higher class and thereafter successfully completes a three-month probationary period for the higher class.
 - b. Whenever a position is reclassified from one class to a lower class, the employee shall not be paid less than his/her present salary, but any future increases shall be made pursuant to policies for employees whose wages are considered frozen. A reclassification downgrade shall not be considered as a demotion.

SECTION U – COUNTY VEHICLES

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

3. Non-exempt employees who are required, at the discretion of the Elected Official or Department Director to drive County-owned vehicles to commute home so that the vehicle will be available for emergency call out situations will be paid for time spent driving their assigned vehicle to respond to an emergency call out at a location other than their normal work site. Such paid travel time will be part of the minimum period of pay that may be due for a call-out under the Agreement. Employees who are permitted, but not required by the Elected Official or

Department Director, to use County-owned vehicles for commuting so that the vehicle will be available for emergency call out situations, will not have their commute time considered as hours worked for pay purposes. Employees will be provided parking at the work site or another County facility (e.g. a road shop) for assigned vehicles if they do not use the vehicle for commuting.

4. The use of a County-owned vehicle by an employee to commute to or from the employee's home so that the vehicle will be available for emergency call out situations, and any requirement that the employee commute in the County-owned vehicle, is subject to the discretion of the Elected Official or Department Director. Such authorization and or direction must be exercised in writing. Authorization for commuting in a County-owned vehicle does not constitute authorization for other personal use of the vehicle. At the discretion of the Board of County Commissioners, the County may from time to time establish or amend policies that regulate, prohibit, limit, or otherwise govern the personal use of County-owned vehicles.

SECTION V –STAFF SAFETY FOOTWEAR AND UNIFORMS

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

County. Clothing purchased by the employer is to be worn for County work purposes only.

ARTICLE II. ECONOMICS, HOURS, INSURANCE

SECTION A – WAGES

1. 2022: Effective the first full pay period of 2022, all salary schedules will be increased by 5%.
 - a. Effective April 11, 2022, on a non-precedent setting basis and without affecting employees' anniversary dates:

Employees on steps 1-6 on April 10, 2022, receive a 4-step advancement
Employees on steps 7-8 on April 10, 2022, receive a 3-step advancement
Employees on steps 9-13 on April 10, 2022, receive a 2-step advancement
Employees on step 14 on April 10, 2022, receive a 1-step advancement
Employees on step 15 on April 10, 2022, receive a one-time, non-precedent setting lump sum equivalent to 2.5% of their base annual wage.
2. 2023: Effective the first full pay period of 2023, all salary schedules will be increased by 2.5% or by the general wage increase given to non-represented County employees, whichever is greater.
3. 2024: Effective the first full pay period of 2024, all salary schedules will be increased by 2% or by the general wage increase given to non-represented County employees, whichever is greater.
4. The County will provide notice of upcoming compensation studies affecting Union positions and will consider Union input on study parameters prior to initiating the study.

SECTION B - SALARY STEPS AND EVALUATIONS

1. Step movement on the Wage and Classification Plan shall be as follows:
 - a. For employees hired prior to January 1, 2020, employees placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached, provided the employee "Meets Standards" for the performance period. Step increases are effective on the date of eligibility.
 - b. All employees hired on or after January 1, 2020, shall advance within a pay grade as follows, provided the minimum performance requirement is met in accordance with Section 1.a. above:

Step Required Service Time

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

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

- c. An employee receiving "Does Not Meet Standards" for an overall rating, is not eligible for a step increase. See Personnel Manual Chapter 6, Section D for re-evaluation eligibility.
- d. Periods in which an employee is on an unpaid leave status, (voluntary or involuntary), shall not be included in the required service period.
- e.. All part-time employees hired prior to January 1, 2017 will be eligible to receive a step advancement annually on their step increase eligibility date.

2. Employee Evaluations. Every new employee should be evaluated on or about three months and six months after employment. Probationary employees may be evaluated at any time during their probationary period. Every full-time or part-time employee shall be evaluated annually, prior to the month the employee is eligible for a step increment or the anniversary of the step increment date. Additional personnel evaluations may be used when deemed appropriate by the Elected Official/ Department Director. Evaluations shall be used as a factor in granting regular status, promotions, step increases, transfers, demotions, layoffs and terminations. For further information on evaluation procedure, reference the "Performance Evaluation Guidelines for Employees and Supervisors."

SECTION C - LONGEVITY BONUS

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

After 5 thru 9 years service	1.5% of annual salary on anniversary date.
After 10 thru 14 years service	2.0% of annual salary on anniversary date.
After 15 thru 19 years service	2.5% of annual salary on anniversary date.
20+ years service.....	3.0% of annual salary on anniversary date.

Longevity bonus pay for employees hired after January 1, 1998, shall be earned as follows:

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

2. In the event that an eligible employee terminates employment for any reason, the employee shall receive a longevity bonus in a prorated amount, which is computed as follows: The number of months between the employee's anniversary date and termination date shall be divided by twelve, and the result multiplied with the appropriate annual longevity bonus.
3. The longevity bonus shall be based upon continuous employment, exclusive of those periods wherein an employee is placed upon a leave without pay status; **provided**, when an employee is laid off and rehired, and the separation does not exceed twelve (12) months, the longevity bonus shall be computed from the employee's continuous service date excluding the lay-off period; **provided further**, when an employee separates from employment and is subsequently rehired, the longevity bonus shall be computed from the date of re-employment; **except** the longevity bonus shall be computed from the date of continuous service, if the period of separation does not exceed thirty (30) days, excluding the time of separation.
4. Regular full-time or part-time employees hired on or after January 1, 2013, shall not be eligible for the longevity bonus. None of the provisions contained in this section shall apply to these employees.

SECTION D - SHIFT DIFFERENTIAL PAY

Shift Differential Pay Rate: Regular employees whose positions include assigned swing or graveyard shifts shall receive an additional sixty cents (\$0.60) per hour for each hour worked on swing shift and an additional sixty-five cents (\$0.65) cents per hour for each hour worked on graveyard shift. Shift differential pay shall be paid for each hour of regularly assigned swing or graveyard shifts actually worked or sick leave taken, except employees shall receive shift differential pay for non-worked hours of swing or graveyard shifts taken as sick leave. Shift differential pay does not apply to standby or call back hours worked. The Employing Official, or designee, shall designate the hours assigned to swing and graveyard shifts.

SECTION E - MILEAGE REIMBURSEMENT

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

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

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

Appraiser Supervisor
Program Supervisor

3. Per the County's Fleet Risk Control Policies, if an employee incurs physical damage to his/her personal vehicle while in the scope and course of employment and has in force, at the time of the loss, collision coverage with his/her personal auto insurance, the County will reimburse the deductible amount up to a maximum of five hundred dollars (\$500.00) with proof of an insured loss. Failure to carry collision coverage on the employee's personal vehicle will void any reimbursement for auto physical damage.
4. Subject to Employing Official approval, employees using their own vehicle for County business who incur damage to their vehicle while on County business will be given paid administrative leave in order to have the vehicle towed and appraised.

SECTION F - HOURS OF WORK

The following shall be applicable to all employees:

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

Once established, regular shifts may vary and notice of a shift change of more than two hours will be given twenty-four hours in advance, except with mutual consent of the Employing Official and the impacted employee or in an emergency consistent with Article VI.

In spite of and in addition to the above, Employees assigned to the Parks Division of the Parks Department and Employees assigned to Facilities Maintenance may be

assigned to work a regular schedule of any five contiguous days in a seven day period. Prior to assigning an employee to a shift that includes a weekend day on a regular long-term basis, the Department Director or Manager will provide two (2) week's notice, except with mutual consent of the Department Director or Manager and the impacted employee.

3. Employer shall have the right to begin an employee's shift up to two (2) hours earlier or one (1) hour later than the established work schedule.
4. The Employer shall make reasonable efforts to accommodate the desires of the employees with respect to the assignment of shifts and days off.
5. Flex hours, job sharing, or other alternative work arrangements may be made by mutual agreement in writing between the Employer and the affected employee.
6. The parties agree to rest breaks and meal periods that vary from and supersede WAC 296-126-092 pursuant to RCW 49.12.187.
7. Rest Breaks: The Employer shall provide each employee with a fifteen (15) minute rest break during the first four (4) hour period of the work day, and a second fifteen (15) minutes rest break during the second four (4) hour period in the work day. Rest breaks will be taken when operationally feasible and may be taken intermittently. The employee shall remain within the area subject to immediate call-back should the workload require it. The Union and the employees shall work with the Employer to ensure that rest breaks are not abused, but are used within the time frames and for the purpose intended.
8. Meal Periods: The Employer shall provide each employee an unpaid meal period of up to forty-five (45) minutes at a time determined by the Employer between the third (3rd) and fifth (5th) hour of each shift; **provided**, if the hours of operation are extended by the Employer, the unpaid lunch period may also be increased to up to 60 minutes. Prior to such an increase, however, the Employer agrees to give affected employees at least 90 days advance notice, and discussions related to such increase shall be referred to a Labor-Management Committee. Employees may waive an unpaid meal period pursuant to an agreed-upon flex schedule arrangement, subject to supervisor approval.

SECTION G – OVERTIME

1. Non-Exempt Employees:
 - a. Employees working in non-exempt positions shall be eligible for overtime. All overtime worked must be authorized in advance by the Employing Official or designee. All work performed in excess of eight (8) actual hours of work in any one day (or, for employees on alternate schedules, after the employee's regularly scheduled shift), or forty (40) actual hours of work in one (1) work week shall constitute overtime, and shall be paid for at one and one-half (1-1/2) times the employee's regular rate of pay. Sick leave, annual leave, compensatory time taken and any other compensable absence are not

considered hours worked for the purposes of calculating daily and weekly overtime thresholds.

- b. For employees within this bargaining unit, other than employees within the Parks Department and Facilities Maintenance whose assigned workweek includes a weekend day, overtime compensation (i.e. for hours worked in an overtime capacity) for Sundays shall be twice the employee's regular rate of pay. See also overtime compensation for holidays under Article III, Section A (Holidays).
- c. Employees within the Parks Department and Facilities Maintenance whose assigned workweek includes a weekend day, shall be paid overtime compensation at the rate of one and one-half (1½) times the employee's regular rate of pay for the sixth (6th) consecutive day of work and two (2) times the employees regular rate of pay for the seventh (7th) consecutive day of work. .
- d. For the purpose of computing overtime compensation, fractional parts of an hour shall be rounded to the nearest fifteen minute increment.
- e. In lieu of overtime, an employee may accrue compensatory time up to a forty (40) hour bank, which must be used within ninety (90) days of when it was earned. Compensatory time shall be scheduled by mutual agreement between the employee and Employer. If compensatory time is not used within ninety (90) days of being earned or exceeds the maximum bank of forty (40) hours, the overtime will be paid out and cannot accrue as compensatory time.

2. Exempt Employees:

- a. Exempt employees shall not be eligible for overtime pay or compensable time (comp time) accruals.
- b. Exempt employees are compensated on a salary basis and shall not be charged for absences involving time off that is less than a scheduled full work day, so long as the employee has worked at least one-half of their scheduled work day and the employee has obtained the approval of their Employing Official (or designee) for time off work.
- c. It is expected that full time, exempt work schedules will normally consist of approximately 40 hours per week; however, emphasis is placed on meeting the responsibilities assigned to the position rather than on working a specific number of hours. The nature of responsibilities associated with exempt positions often requires greater than a 40-hour work week, including evening and weekend work and considerable flexibility in work scheduling to accommodate meetings and functions on weekends and evenings.
- d. In lieu of not charging leave banks for absences involving time off that is less than a scheduled full work day as described in 2b. above, exempt employees may be granted flexible and compressed work week schedules, normally

consisting of 80 hours per biweekly pay period, provided that they complete their duties and responsibilities. Granting exempt employees compressed work week schedules does not alter their existing exempt status, nor the expectation that work assignments may require service beyond scheduled work hours.

- e. Exempt employees are not required to fill out hourly time records but must account for daily attendance, although the Employing Official may require an exempt employee to complete hourly time records for reporting purposes. The normal workday is defined in terms of hours that the exempt employee is generally expected to be at work. Time away from the exempt employee's normal workday, as determined by the Employing Official or designee is tracked to the appropriate leave accrual and is to be reported in no less than half-day increments.

SECTION H – INSURANCE

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 coverage, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits.

1. **Medical Insurance Contributions:** For coverage effective January 1, 2022 through December 31, 2024, the County will make medical contributions as follows:
 - a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, the County shall absorb the full rate increase to the Aetna and Kaiser administered plans in 2022.

Effective January 1, 2023, employee contributions shall increase at all tiers of all plans by 10%. Effective January 1, 2024, employee contributions shall increase at all tiers of all plans by 5%.

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

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

2. **Waiver of Medical Coverage:**

- a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred fifty dollar (\$150.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Full-time employees who waive coverage to participate in Medicare are not eligible to receive the waiver-incentive premium pursuant to 42 CFR Section 411.103. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.
- b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. For coverage effective January 1, 2020, this pro-ration will be one hundred dollars (\$100.00) 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 are not eligible to receive the pro-rated waiver incentive payment. Part-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive premium, under federal regulations (See 42 CFR Section 411.103).

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 up to fifty percent (50%) of the County-selected plan dependent rate or twenty-five dollars (\$25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
- (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.

- b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
 - c. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington plan C – Option 2 (\$1,000 a year maximum benefit).
 - d. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction.
5. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.
 6. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
 7. **Long-Term Disability:** Employer agrees to pay \$8.00 per month on behalf of each participating employee in the Long-Term Disability Plan provided and administered by the Union.
 8. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
 9. **Changes to Coverage during Plan-year:** Employees must comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the county.
 10. **Pre-tax payments:** All employee contributions will be made pre-tax.
 11. **WA Paid Family and Medical Leave:** 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.
 12. **HRA/VEBA:** The County agrees to allow the bargaining unit to make employee-funded contributions to a County-designed HRA/VEBA in accordance with applicable IRS rules on an annual basis by providing notice to the County by October 1. The decision to participate shall be made by a vote of the members and communicated to the County by the Union. If the membership votes to participate, all members are required by IRS rules to contribute the same amount.

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 I – STANDBY PAY

1. At the Employer's option, employees may be assigned "standby" status. Such status requires that the employee be available on a twenty-four (24) hour basis for emergency work. Such employee shall be issued a radio communication device capable of summoning their attention. The employee must be available and be able to respond by telephone within approximately fifteen (15) minutes to any summons, at any time, during the twenty-four hour period. A mandatory/primary standby duty person designated to receive the initial calls for standby response and perform other additional standby duties as assigned by management or a management designee will be compensated for being on standby at a rate equal to one (1) hour of the employee's base rate of pay for each day in standby status. On Sundays/Holidays, employees will be compensated for being on standby at a rate equal to two (2) hours of the employee's base rate of pay. When a day of standby is split between multiple employees, each employee shall receive a portion of the standby compensation provided in this section that is equal to the proportion of the day the employee served in a standby status.
2. Employer will post a standby duty roster monthly.
3. An employee on standby status shall be subject to call-back duty as described in Article II, Section J (Call Back).
4. Except in cases of sick leave use, if the employee who is scheduled on standby status is unable to meet the requirements for the full standby period, it is his/her responsibility to find a qualified replacement in advance of the scheduled period, and notify the Department Director/Elected Official or designee in writing. If an employee scheduled on standby status is unable to meet the requirements for the full standby period because the employee uses sick leave during that period, the employee will not be required to find a qualified replacement; however, the employee shall report their sick leave use as provided in this CBA.
5. Employees on standby status must remain mentally and physically fit for duty while on standby. For example, employees on standby may not consume alcoholic beverages or otherwise consume substances or medications that would render their ability to work impaired.

6. The Employer may not mandate standby longer than one (1) week at a time, however, upon mutual agreement by Employer and employee, an employee may remain on standby status longer than one (1) week. Standby is to be divided equally among those employees determined qualified by the Employing Official, or by any other mutually agreed-upon schedule.

SECTION J – CALL-BACK

1. Non-exempt employees earn call-back pay as follows:
 - a. An employee who has left work, and is called back to work by an authorized person and reports to the work site unless excused by the supervisor after completion of their regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay; and shall be paid for all actual time worked in excess of two (2) hours at one and one-half (1-1/2) times their regular rate of pay;
 - b. Call-back on Sundays and holidays shall be paid a minimum of two (2) hours at double time and shall be paid for all actual time worked in excess of two (2) hours at double time.
 - c. If an employee is called by telephone after their scheduled shift for technical assistance by their supervisor, Employing Official or other authorized person, they shall receive no less than fifteen (15) minutes overtime pay, and then will be paid for all actual time spent after fifteen (15) minutes.
2. In spite of Article II, Section G.1., call-back pay is the exclusive premium paid to employees who are called-back to work.
3. The following rules apply to call-back time:
 - a. Employees who are not scheduled to work on a particular day or have left work for the day, but who are called-in to work, are eligible for this call-back pay.
 - b. Employees who are on the clock while traveling (e.g.: traveling between work sites) are considered to be working and therefore may be assigned additional duties without incurring an additional 2-hour minimum payment.
 - c. When an employee performs the work from their current location and travel is not required, then any of the two (2) hour minimum callback provisions below shall not apply.
 - d. Exempt employees shall not be eligible for Call-Back premium.

ARTICLE III. LEAVE SCHEDULES AND ACCRUALS

SECTION A – HOLIDAYS

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

Commonly called:

- | | |
|---------------------------|--|
| a. New Year's Day | g. Labor Day |
| b. Martin Luther King Day | h. Veterans' Day |
| c. Presidents' Day | i. Thanksgiving Day and Native American Heritage Day |
| d. Memorial Day | |
| e. Juneteenth | j. Christmas Day |
| f. Independence Day | k. 2 Floating Holidays |

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed the preceding Friday.

3. The floating holidays shall be taken in full-day increments by an employee (i.e. 8 hours for 1.0 FTE, 4 hours for 0.50 FTE). The floating holidays may be used by the employee at any time during the calendar year, with prior approval of the employee's Employing Official. The floating holiday shall not accumulate from year to year.

4. Paid holidays begin on the date of hire. Employees must be in a paid status the day before or the day after a holiday to receive compensation for that holiday.

5. Part-time employees shall receive prorated holiday pay, based upon the percentage of compensated hours received each calendar month in relation to a full-time schedule of work.

6. If a full-time, non-exempt employee does not work on a holiday, they will receive eight (8) hours of holiday leave off on the holiday. If a holiday is observed on one of the employee's regularly scheduled days off and the employee does not work on the holiday, they will receive eight (8) hours of annual leave in lieu of holiday pay.

7. Full-time, non-exempt employees who work on one of the paid observed holidays will be paid as follows:

- a. Except on the four holidays in 7.b. below, if a non-exempt employee works on one of the paid observed holidays, they will receive:
 - i. Their regular rate of pay for the hours worked on the holiday;
 - ii. Eight (8) hours of holiday pay less the number of hours worked; and
 - iii. Either, at the option of the employee, straight-time overtime or straight-time compensatory time equal to the number of hours actually worked on the holiday.
- b. Full-time, non-exempt employees who work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall receive:

- i. Their regular rate of pay for the hours worked on the holiday;
 - ii. Eight (8) hours of pay less the number of hours worked; and
 - iii. Either, at the option of the employee, an amount equal to one and one-half (1-1/2) the regular hourly rate of the employee or one and one-half (1-1/2) compensatory time off for each hour actually worked on the holiday.
 - iv. This compensation shall be in lieu of receipt of a paid eight (8) hours of holiday leave added to their accrual bucket.
- c. For employees within this bargaining unit, other than Coroner's Office employees, overtime compensation (i.e. for hours worked in an overtime capacity) for holidays shall be twice the employee's regular rate of pay. An employee may request compensatory time at the rate of two (2) hours for each hour of overtime earned in lieu of overtime pay. This section represents employees' full compensation owed under this Section and under Article II, Section G (Overtime).
8. If an observed holiday falls on one of the exempt employee's regular days off, they, with prior approval, may take another day off within the same workweek to observe the holiday or be granted eight (8) hours of annual leave in lieu of the holiday.
9. Eligible part-time employees accrue prorated holiday leave based on the employee's established and approved FTE status.
10. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

SECTION B – VACATION LEAVE

1. Effective January 1, 2004, vacation leave with pay for employees hired after January 1, 1998, shall be earned as follows on a monthly basis:
- a. Upon employment..... 8 hours per month
 - b. Upon completion of three years employment..... 10 hours per month
 - c. Upon completion of five years employment..... 13.33 hours per month
 - d. Upon completion of ten years employment 16.67 hours per month

The County Administrator or, in the Administrator's absence, the Chair of the Board of County Commissioners, may approve vacation leave accrual rates upon hiring of up to 13.33 hours per month in order to fill positions requiring special experience, training, and education. The Director of Human Resources shall review all requests by Employing Officials and submit a recommendation to the County Administrator.

Vacation leave with pay shall be earned by employees hired on or before January 1, 1998 as follows:

. Upon completion of fifteen years employment..... 20 hours per month

2. No more than 360 hours vacation leave may be carried from one calendar year to the next.
3. Requests for leave must be approved in advance by the Employing Official or designee. Vacation leave shall be taken at times mutually agreeable to the employee and the Employing Official. In the event of conflicts between employees in requests for leave, the employee first requesting shall prevail. In the event of concurrent requests or conflicting requests for which the sequence of request is unknown, the Employing Official shall make the final determination with considerations towards seniority and prior requests for leave. If an employee is prevented by the Department Director from taking vacation leave, and if, as a result of such, the employee has more than forty-five (45) days' vacation leave accumulated on December 31, then the employee shall be paid for such leave in excess of forty-five (45) days at the salary rate then being paid to the employee. Kitsap County encourages employees to use their vacation leave. Failure to submit leave requests in a timely manner does not qualify as the prevention nor denial of leave.
4. Except as otherwise provided in this sub-section, upon separation of an employee by resignation with two (2) weeks notice, layoff, retirement, 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.

For PERS 1 eligible employees, cash payment for unused accrued annual leave upon separation by retirement will not be allowed in excess of 240 hours. However, if an employee has accrued annual leave in excess of 240 hours, the employee may be continued on the payroll for the time equivalent to the amount of excess annual leave.

5. Eligible part-time employees accrue pro-rated vacation leave based on the employee's established and approved FTE status.
6. Whereas the Union and the Employer recognizes the importance of employees utilizing earned vacation leave to promote and enhance their mental and physical well-being, employees shall attempt to use vacation leave during the year in which it is earned.

SECTION C – SICK LEAVE

1. Employees hired on or after June 1, 2001 shall earn 96 hours of sick leave per year. No more than 1200 hours of sick leave may be carried from one calendar year to the next.

2. Employees hired after September 16, 1985, but before June 1, 2001, shall earn 120 hours of sick leave per year. No more than 1200 hours of sick leave may be carried from one calendar year to the next.
3. Employees hired before September 16, 1985, shall earn 144 hours of sick leave per year. No more than 1200 hours of sick leave may be carried from one calendar year to the next.
4. Sick leave shall be accrued each month of employment. Eligible part-time employees accrue prorated sick leave based on the employee's established and approved FTE status.
5. Paid sick leave may be used in accordance with RCW 49.46.210 and RCW 49.76.030.
6. Sick leave will be reported in accordance with the County Personnel Manual.
7. Upon separation from service, all sick leave accruals shall be canceled; **provided**, employees who separate and obtain reemployment within one (1) year shall have all sick leave credits restored.
8. Under no conditions shall an employee be allowed to carry from one calendar year to the next, more than 1200 hours accrued sick leave.
9. **Sick Leave Accrued Prior to 1984.**
 - a. Upon retirement, the employee shall receive payment for fifty percent (50%) of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. Upon an employee's death, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of death. Employees separated from employment for reasons other than retirement or death, shall receive no sick leave pay under this provision.
 - b. The payroll office will provide a listing of all unused accrued sick leave prior to January 1, 1984, by employee. Those amounts shall be used for cash payments under the provisions of Subsection 9. If an employee uses any accrued leave included in those totals, that balance will be reduced and not be replenished at any time.
9. Each January, at the employee's option, they may convert their previous calendar year's accumulated and unused sick leave to vacation leave on a 10 to 1 ratio (10:1). (As an example, if the employee earned 15 days sick leave in 1991 and used no sick leave, they could convert the 15 days to 1.5 days vacation leave.) If an employee chooses to convert sick leave, they forfeit that amount of sick leave and must use the converted vacation leave within the calendar year. Under no circumstances will an employee receive cash payment for converted leave on the books. The employee must submit a request for conversion to their Employing Official on or before January 31.

10. **Sick Leave Cashout.** Upon eligibility of retirement in accordance with the Department of Retirement Systems (DRS), employees will receive payment for 25% of all accrued sick leave (remaining after cashout under Subsection 8, if applicable) at the time of separation up to a maximum of 300 hours, to be paid into the employee's HRA/VEBA subject to IRS limits. Employees are not required to apply for DRS retirement to be eligible to receive payment under this subsection.

SECTION D – BEREAVEMENT LEAVE

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

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

Bereavement leave is allowed for up to three (3) non-consecutive shifts per occurrence, is not cumulative, and does not need to be consecutive shifts. Additional time off required for grieving may be authorized as sick leave or other accumulated leave. An employee must obtain approval of the Employing Official or a designee prior to taking leave.

SECTION E – CIVIL LEAVE

1. Civil Leave with pay shall be allowed to permit an employee to serve as a juror or to testify in any federal, state, or municipal court when a subpoena compels such testimony. An employee must notify the immediate supervisor as soon as possible to provide proof of compulsion if requested by the Employing Official.
2. An employee shall notify his/her supervisor of his/her availability for work during any period of release from civil duty or while waiting to be impaneled.

SECTION F – MILITARY LEAVE

1. Any employee who is a member of the Washington National Guard, or of the Army, Navy, Air Force, Coast Guard or Marine Corps of the United States, or of any organized reserve or Armed Forces of the United States, shall be entitled to military leave with pay pursuant to state law.
2. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States, or the United States Public Health Service may seek leave of absence as set forth within this Agreement and, upon return, shall be entitled to reemployment pursuant to state and federal law.

SECTION G – LEAVE OF ABSENCE WITHOUT PAY

1. Any employee may take leave of absence for a specific period not to exceed twelve (12) months in any five (5) year period without pay upon prior written approval by the Employing Official in accordance with the County Personnel Policy on Leave of Absence Without Pay. No approved leave of absence under this section shall be taken unless the employee has first expended all allowable accumulated leave, including compensatory time earned; **provided**, this prohibition may be waived upon application to, and at the discretion of, the Board of County Commissioners.
2. Leave of absence without pay shall be granted at the sole discretion of the Employer.
3. Upon return from leave of absence, the employee shall be entitled to the former position or a similar position, and there shall be no reduction in seniority, status, or pay. An employee, during leave of absence, may continue insurance benefits; **provided**, such employee makes arrangements for payment of employee and employer premiums.
4. This section does not apply to Paid Family Medical Leave (PFML).

SECTION H – ABSENCE WITHOUT AUTHORIZED LEAVE

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

SECTION I – FAMILY LEAVE

Family Leave applies as it currently exists or is hereafter amended by the County for County employees.

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

ARTICLE IV. TERM and FUTURE NEGOTIATIONS

1. Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect on January 1, 2022 and shall remain in full force and effect through December 31, 2024.
2. Negotiations on proposed amendments to this Agreement may be held at any time by mutual agreement of the Union and the Employer. Any such negotiations shall be restricted to the subjects agreed upon in advance in writing, and shall not therefore open all subjects to negotiations.
3. On or before September 1, 2023, the Union and Employer shall meet to discuss and negotiate any desired changes and modifications to this Agreement. Both the Union and the Employer pledge to bargain and negotiate in good faith.

ARTICLE VI. EMERGENCIES AND DISASTERS

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

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

Kara Barnes 3/31/2022
Kara Barnes, President Date

Zach Dugovich 4/03/2022
Zach Dugovich, Staff Union Representative Date

DATED this 11th day of April 2020.



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

SIGNED AND DATED:

Philip C. Cook III 4.14.2022
KITSAP COUNTY ASSESSOR Dated

[Signature] 4.19.2022
KITSAP COUNTY AUDITOR Dated

Sarah J. Lewis III 4-15-22
KITSAP COUNTY CLERK Dated

[Signature] 4-14-22
KITSAP COUNTY PROSECUTING ATTORNEY Dated

[Signature] 4-18-22
KITSAP DISTRICT COURT Dated

2022 1308-S (Supervisors) Payscale

Comp Grade Profile	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
EB1H General Services Supervisor	\$ 21.47	\$ 22.01	\$ 22.56	\$ 23.12	\$ 23.70	\$ 24.29	\$ 24.90	\$ 25.52	\$ 26.16	\$ 26.81	\$ 27.48	\$ 28.17	\$ 28.87	\$ 29.59	\$ 30.33
EB4H Office Support Supervisor	\$ 26.92	\$ 27.59	\$ 28.28	\$ 28.99	\$ 29.71	\$ 30.45	\$ 31.21	\$ 31.99	\$ 32.79	\$ 33.61	\$ 34.45	\$ 35.31	\$ 36.19	\$ 37.09	\$ 38.02
EB5H Appraiser Supervisor Cadastral Supervisor M&O Crew Supervisor Technology Specialist	\$ 28.74	\$ 29.46	\$ 30.20	\$ 30.96	\$ 31.73	\$ 32.52	\$ 33.33	\$ 34.16	\$ 35.01	\$ 35.89	\$ 36.79	\$ 37.71	\$ 38.65	\$ 39.62	\$ 40.61
EC1H Utility Analyst	\$ 32.38	\$ 33.19	\$ 34.02	\$ 34.87	\$ 35.74	\$ 36.63	\$ 37.55	\$ 38.49	\$ 39.45	\$ 40.44	\$ 41.45	\$ 42.49	\$ 43.55	\$ 44.64	\$ 45.76
EC1S Technology Support	\$67,350.40	\$69,035.20	\$70,761.60	\$72,529.60	\$74,339.20	\$76,190.40	\$78,104.00	\$80,059.20	\$82,056.00	\$84,115.20	\$86,216.00	\$88,379.20	\$90,584.00	\$92,851.20	\$95,180.80
EC2S Program Supervisor	\$71,111.04	\$72,888.82	\$74,711.04	\$76,578.82	\$78,493.29	\$80,455.62	\$82,467.01	\$84,528.69	\$86,641.91	\$88,807.96	\$91,028.16	\$93,303.86	\$95,636.46	\$98,027.37	\$100,478.05
EC4S Financial Supervisor Technology Analyst Supervisor	\$78,689.52	\$80,656.76	\$82,673.18	\$84,740.01	\$86,858.51	\$89,029.97	\$91,255.72	\$93,537.11	\$95,875.54	\$98,272.43	\$100,729.24	\$103,247.47	\$105,828.66	\$108,474.38	\$111,186.24

**Limited Exception for a Certain Employee
Transferred Between Departments or Bargaining Units**

Sick Leave. Despite Article III, Section C of the “Agreement”, during the term of the Agreement, while incumbent in the full time position of Maintenance & Operations Crew Supervisor in the Parks Department, Brian C. Hauschel will be entitled to not less than the following sick leave benefits: 15 days per year (120 hours per year).

Kitsap County District Court Appendix

Section A Recognition

Employees are subject to the authority of the District Court pursuant to Washington State Court Rules under General Rule (GR) 29 and other applicable statutes.

The District Court is the employer for purposes of non-economic issues (e.g., hours and working conditions). The Board of County Commissioners is the employer for purposes of economic issues (e.g., wages, benefits, and other compensation). It is understood by the parties that the Administrator of the District Court acts on behalf of the Court in day-to-day management of District Court employees. It is understood that agreements on non-economic issues are only effective when signed by authorized representatives of the District Court.

Notes re: Continued Bargaining

The parties agree that the District Court's proposal regarding Rules of Conduct remains open for continued bargaining.

The parties also agree that Step 4 of the Grievance Procedure (Article I, Section H, Step 4) as applied to District Court staff remains open for continued bargaining. The District Court does not tentatively agree (TA) to nor has it ratified Step 4 of the Grievance Procedure.

APPENDIX D – MEDICAL CONTRIBUTION RATES

Kitsap County Monthly Insurance Rates & Contributions for Full-Time Employees (30+ Hrs/Week)												
Kaiser Permanente of WA (HMO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%
Value	0.00	0.00	0.00	53.72	59.09	62.05	77.20	84.92	89.17	129.14	142.05	149.16
Classic	38.88	42.77	44.91	120.74	132.81	139.45	155.68	171.25	179.81	236.34	259.97	272.97
HDHP w/HSA*	0.00	0.00	0.00	33.60	36.96	38.81	46.88	51.57	54.15	80.04	88.04	92.45

Aetna (PPO Plan)	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%	2022	2023 +10%	2024 +5%
Value	27.36	30.10	31.60	101.62	111.78	117.37	132.64	145.90	153.20	205.58	226.14	237.44
Classic	84.58	93.04	97.69	201.76	221.94	233.03	249.94	274.93	288.68	365.76	402.34	422.45
HDHP w/HSA*	10.72	11.79	12.38	50.92	56.01	58.81	67.00	73.70	77.39	107.22	117.94	123.84