



**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**KITSAP COUNTY**  
**and**  
**Washington State Council of County and City**  
**Employees, Local 1308-JC, AFSCME, AFL-CIO**  
**(Juvenile Courts)**

**KC-279-22**

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

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into by and between Kitsap County and the Kitsap County Superior Court, hereinafter known as the “County” or “Employer,” and Local 1308 Juvenile Court (JC), 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.

The Union recognizes that employees are subject to the authority of the Superior Court pursuant to Washington State Court Rules under General Rule (GR) 29. The Superior 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 Juvenile Court acts on behalf of the Court in day-to-day management of Juvenile Court employees. It is understood that agreements on non-economic issues are only effective when signed by authorized representatives of the Superior Court.

### **ARTICLE I. RIGHTS OF THE PARTIES**

#### **SECTION A – RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for regular full-time and regular part-time employees of the Juvenile and Family Court Services Department for the classifications of Court Services Officers, Program Specialists, and Program Technicians.

#### **SECTION B – UNION MEMBERSHIP MAINTENANCE**

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 structure. Upon authorization of an employee consistent with RCW 41.56.110, the Employer will

deduct monthly dues and assessments or fees from the salary of such employee, and transmit such amount to the Union. The Employer shall provide an electronic copy of the employee's authorization for payroll deduction to the Union within ten (10) days of receiving such authorization. The Employer is not required to deduct dues in a pay period where the employee is in an unpaid status.

3. An employee may revoke her or his authorization for payroll deduction of payments to the Union in accordance with RCW 41.56.110.
4. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: employee name, birth date, job type, cost center, pay scale, and pay step. The Union may request additional information on bargaining unit members as needed. The Union agrees to indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the release of bargaining unit member information under this sub-section.
5. Voluntary Authorization: Upon written authorization, the Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction in the amount authorized by the Union member. An employee may revoke his or her authorization at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
6. Electronic Authorization: An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing 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 Juvenile and Family Courts Services Department in the positions of Court Services Officers, Programs Specialists, and Programs Technicians, excluding supervisors, confidential employees, and all other employees, both parties will meet to discuss whether the position is in the bargaining unit, and, if the Employer voluntarily recognizes the Union, to then negotiate the wages, hours, and working conditions. Reasonable notice will be given to the Union when changes are made to existing job descriptions which result in an official analysis of the position(s)' compensation level.

## SECTION D – DEFINITIONS

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

1. Employee:
  - a. Extra Help: Refer to the County’s Personnel Manual for terms applicable to extra help, currently in Glossary (Definition of Terms) 2.17 and Appendix M (Policy Pertaining to Extra Help Positions).
  - b. Full-Time Employee: A regular employee who is hired to work a predetermined schedule of at least forty (40) hours per week in a budgeted position.
  - 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 employee or a promoted employee prior to regular status as a new or promoted employee.
  - 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 Non-Exempt Employee: An employee in a position that is eligible for overtime compensation under the FLSA.
2. Employer: Shall mean Kitsap County and Kitsap County Superior Court.
3. Probationary Period:
  - a. New Hire: The probationary period for a newly hired employee shall be six (6) months unless the employee was in an unpaid status, then their probationary period shall be extended by that amount of time; provided, at the option of the employer, the probationary period may be extended up to an additional six (6) months. Newly hired probationary employees may be terminated at any time during or at the conclusion of the probationary period, with or without cause. Such employee shall have no recourse to the grievance procedure, for said termination or demotion decision; provided, the Employer shall pay wages and benefits pursuant to this Agreement and any failure to pay on the part of the County shall be

grievable. The employee will be granted regular status at the end of the probationary period if the employee has performed satisfactorily. An employee whose probationary period is extended 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. Probationary employees are eligible to use accrued annual and sick leave and their floating holiday.

- 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. Promoted employees may be deemed to have failed the probationary status at any time during or at the conclusion of the test period. The employee will be granted regular status at the end of the probationary period if the employee has performed satisfactorily. If the employee fails the probationary period, they will be returned to the same or a similar position from which they were promoted so long as the position is within the same bargaining unit and a vacant position exists.
  - c. A promoted employee shall have the ability to return to the prior position, for up to thirty (30) days from the date of promotion by submitting such a request in writing to the Employing Official. The decision to approve the request is at the discretion of the Employing Official.
  - 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 3.a above. If the employee fails the probationary period, they will be placed back on the recall list for the remainder of the recall period.
- 4. Promotion: Appointment to a higher job classification within the department of current employment.
  - 5. 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.
  - 6. Union: Shall mean Local 1308-- , Juvenile and Family Court Services (JC), of the Washington State Council of County and City Employees, AFSCME, Council 2.

7. 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.
8. 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.
9. Job Sharing: An alternative work arrangement in which two or more employees share a full-time position.
10. 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. The Board of County Commissioners must approve a reclassification before an employee may be compensated for any change in compensation resulting from a reclassification.
11. 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 of a protected class as defined by applicable law.
2. Words denoting gender in this Agreement are intended to apply equally to all genders.



## **SECTION F - MANAGEMENT/EMPLOYEE RIGHTS**

1. All management rights, powers, authority and functions, whether heretofore, or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatsoever 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 make technological changes; the right to utilize on-call employees without restriction; 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 or discharge employees for just cause, the determination of the number of employees and the direction of the employees.
2. Employer and Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority, and functions of management shall remain exclusively vested in Employer, except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement.

## **SECTION G – UNION OFFICIALS’ TIME OFF**

Employees in the Bargaining Unit (Shop Steward, Union Executive Board members and/or members of the negotiating committee) shall be granted reasonable time off their regular shift while engaged in official Union/Employer business that is vitally connected with the Employer’s business; provided, such time off shall be taken at the consent of the Employing Official or their designee. Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings, and/or contract negotiation sessions with the Employer, 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 Employing Official determines that such temporary absence shall not cause unacceptable disruption of services or expenditure of funds.

2. Each Union-dues paying member shall be able to donate vacation leave once per year to be used by Delegates to attend union-sponsored training conferences and conventions and/or to perform Union business without loss of pay. Employee shall notify the County of their donation between December 1 and December 15.
  - a. Unless otherwise waived by the Employing Official, the employee shall submit a written request at least two (2) weeks in advance of the need for the leave. Any such leave shall be subject to approval of the Employing Official.
  - b. Assessed leave not used in a calendar year shall be carried over from year to year. No more than one hundred and fifty (150) hours shall be accumulated. Once the bank reaches one hundred and fifty (150) hours, no leave shall be deducted from employees until such time as the bank hours are used below the one hundred and fifty (150) hour threshold.
3. The Union shall be allowed use of bulletin board space to post Union notices that have been authorized by a Union official.

## **SECTION H – 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 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 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 Chapter 49.12 as amended.)

## **SECTION I – JOB VACANCIES**

The Employing Official or designee 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. Departmental Only Posting. The Employing Official may authorize Human Resources to fill a job vacancy from within their department through an internal departmental posting to regular employees of their department only. Such notice shall be posted a minimum of five (5) working days prior to filling the job vacancy.

2. County-Wide Posting. The Employing Official may authorize Human Resources to post notice of job vacancy internally to regular employees of Kitsap County only, instead of, or prior to, outside posting to the general public. Such notice shall be posted a minimum of five (5) working days prior to filling the job vacancy.
3. Outside Posting. The Employing Official may authorize Human Resources to post notice of job vacancy to the general public. In general, such notice shall be posted for a minimum of five (5) working days before filling a job vacancy.
4. Transfer Posting. The 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 qualifications for that position. The right to return, if provided, must be in writing by the affected Employing Official at the time of transfer.

## **SECTION J – PROMOTIONS**

Upon appointment, Employing Officials have the authority to offer up to step 6 of the applicable pay grade. Appointment at step 7 or above must be approved in writing by the County Administrator. Placement on the applicable pay grade should align with the candidate's relevant education and experience level. To prevent importing an unfair wage gap, Employing Officials should compare the salary and experience level of current staff performing similar work to the candidate's current experience level when determining the appropriate starting salary. A candidate's salary history may not be used as a basis for the starting salary.

## **SECTION K – 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, and in case of a tie, their length of continuous service with the County 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 (2) 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 Employer rehires within twelve (12) months after a layoff has occurred, the Employer shall first attempt to rehire those employees who were laid off from the affected classification in the reverse order of their layoff. In addition, employees laid off may be considered for positions of equal or lower classifications within this agreement for which they meet the minimum qualifications. Employees who refuse recall into their former job classification shall relinquish their recall and reemployment rights under this Agreement.

3. Re-employment in Other Departments:

Refer to the appropriate section of the County's Personnel Manual as it relates to re-employment in other departments, currently in Chapter 13.C.3 (Re-employment in Other Departments).

4. It shall be the responsibility of the laid off employee to inform the Employer of any change of their contact information. Upon notification of recall, employee's response is required within ten (10) days of notification.

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. A recalled employee shall be subject to the probationary period as outlined in Section D (Definitions).

## **SECTION L – EMPLOYEE DISCIPLINE**

The Employer shall administer progressive disciplinary action (when appropriate) in accordance with the following procedures, including the presence of a bargaining unit representative upon request. The following is a list of disciplinary actions in order of increasing severity. It is not intended to be an all-inclusive list, nor is there any intent that discipline necessarily starts at the lowest level and be sequential. The level and sequence of discipline should be commensurate with the action(s), performance deficiencies and/or violation(s).

1. Step 1 – Oral Warning. Oral warnings shall be used for minor offenses. The supervisor shall discuss the offense and warn the employee not to repeat the behavior. Repeated violations may result in a written reprimand, or more severe disciplinary action. The employee must 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. Step 2 – Written Reprimand. Written reprimands shall be used at the judgment of the Employing Official for more serious offenses, misconduct, performance deficiencies 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 reprimands 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. Written reprimands may not be grieved past Step 2 of the grievance procedure.
3. Step 3 – Suspension Without Pay. Suspensions without pay may be administered when the offense is of a serious nature, or when the inappropriate conduct or performance has continued subsequent to written reprimand(s). At the Employing Official's option, an employee's accrued vacation leave and/or compensatory time balance may be reduced by 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. When a suspension is imposed, the employee may request and be granted an opportunity for prompt discussion of the suspension without resorting to the grievance procedure.

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 their 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 their position and paid for any lost time.

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. Step 4 – Discharge. Instances which may warrant discharge without a prior warning, notice or suspension may include, but shall not be limited to, such conduct as insubordination, assault, theft, making false statements including falsifying records or reports, being under the influence of alcohol or drugs, 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 their job or their 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. Repeated offenses may also warrant the discharge of an employee, if such conduct has been documented by the Employer. A Pre-termination 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.

Employees discharged shall be paid all unused accrued vacation leave and compensatory time.

5. Any Pre-disciplinary Hearing will be consistent with the employee’s Loudermill rights and the Union’s Weingarten rights at Step 3 as well as at Step 4 of the discipline process set forth above.
6. 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. In addition to the County’s Personnel Manual, employees are also subject to Washington State Code of Judicial Conduct. Kitsap Superior Court rules also apply which contain additional lists of violations and acts of misconduct that may be cause for disciplinary action. Kitsap Superior Court will also adhere to all ethics opinions from the Commission on Judicial Conduct. The Washington State Code of Judicial Conduct will be posted in the workplace where it may be read by all employees.

## **SECTION M – GRIEVANCE PROCEDURE**

1. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee and the Employer with regard to the interpretation or application of the specific provisions of this Agreement. Specifically excluded from further recourse to the grievance procedure are grievances that have been processed and decided; and grievances not presented within the time limits established in this Section.
2. An aggrieved employee may personally, or with the assistance of the Union, initiate this grievance procedure.
3. Union Representation: Throughout the grievance procedure, an aggrieved employee shall be represented by the Union. However, any employee, at any time, may present their 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 fails to advance their grievance to the next step in the grievance procedure within the specified time limit, and in the specified manner, the grievance shall be considered settled. The employer's failure to respond within the time limit at any step in the procedure shall permit the aggrieved employee to advance their 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:

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, with or without Union representation, shall present the grievance to the employee's supervisor and identify it as a Step 1 grievance. The supervisor shall notify the employee of their decision on the grievance or provide a reason for a delay in the response within ten (10) working days after the discussion with the employee, or the grievance shall be deemed denied. The parties may mutually agree in writing to bypass Step 1.

Step 2 – Written Grievance. If there is no timely response or satisfaction at Step 1, then within ten (10) working days after receipt of the Step 1 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 the Employing Official or their designee. The Employing Official 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. Written reprimands may not be grieved past Step 2.

Step 3 – If the grievance is not resolved at Step 2 and the moving party wishes to pursue it further, the processes detailed below are followed, depending upon the matter as defined.

- a. Non-Wage Related Matters – If the grievance is not settled at Step 2, the Union and the Employer may agree to submit the grievance to mediation.

Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator.

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made nor, will formal rules of evidence be followed. If parties do not agree to mediation or if a settlement is not reached at mediation, the grievance may be appealed to arbitration in accordance with the procedures in Step 4 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

- b. Wage-Related Matters – Within ten (10) working days after receipt of the Step 2 response, the moving party shall submit the grievance in writing to the County Administrator or designee. Upon receipt of the grievance, the County Administrator or designee shall within ten (10) working days schedule a grievance hearing and within thirty (30) working days hear the grievance, and within twenty (20) working days thereafter issue to the moving party a written decision.

Step 4 – Arbitration If a satisfactory resolution is not reached, then the Union or the Employer may, within fifteen (15) working days of the Step 3 response, request arbitration under the procedures described below:

- 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, the moving party shall request a list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS) of arbitrators located in Washington and Oregon within five (5) working days of the parties' failure to mutually agree upon an arbitrator. The parties may also agree to request a list from Public Employment Relations Commission (PERC). 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. If 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 paid by the party ruled against by the arbitrator. In the event the arbitrator's decision provides for a split ruling, the arbitrator shall then determine the appropriate share of the total cost that will be paid by each party.
- e. The Parties agree that Mediation (Step 3) and Arbitration (Step 4) for Non-Wage related matters will be excluded from provisions of RCW 41.56.123(1), as these subsections of the Grievance procedure for Non-Wage related matters are effective only until December 31, 2024. At that time, the provisions related to the grievance process may be renegotiated or extended upon mutual agreement; and until such time that an agreement is reached for Non-Wage related matters, the grievance procedure will end at Step 2. If an employee files a grievance prior to December 31, 2024, all the provisions of the previous contract as it relates to mediation and arbitration shall remain in full force and effect through the completion of the grievance process.

## **SECTION N – PAY PERIODS**

1. Employees shall be paid on a biweekly pay schedule. The pay period for all 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 biweekly payroll to a financial institution of their choice or enroll in a payroll card. 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 Chapter 41.56.120 shall permit or grant any public employee the right to strike or refuse to perform their 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. 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 County'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 County's Personnel Manual shall degrade from the provisions of this Agreement.
2. 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 shall be paid a five percent (5%) premium pay, OR a percentage increase that puts the employee the closest to, but not below, Step 1 of the salary range for the approved classification, whichever is greater for all the time they perform work in the higher classification; provided:

1. That the referred five (5) days shall relate to consecutive work days for each separate and specific incident or work project;
2. Pre-approval is obtained from the Employing Official or designee, and
3. The employee working out of class is performing the scope of duties principally ascribed to the higher-level classification.
4. Should it be deemed necessary by the Employer that an employee who is working out of class per this provision, is needed to continue in that role beyond 180 days, the Employer will notify the Union of that necessity, and offer to meet and discuss the circumstances requiring the extension and the impacts to the Union and/or employee related to the extension of the working out of class time period.

## **SECTION S– JOB-SHARING POLICY**

Upon agreement by the 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 part-time positions and all the provisions for a part-time position will apply.

## **SECTION T – 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 shall initiate a reclassification request as follows:

1. The employee may seek reclassification by having the employee complete the employee's sections of the forms as designated by the Human Resources Department and submitting it during the period February 1 through May 1.
2. The Employing Official shall complete the Employer's sections of the form and submit it to the Department of Human Resources by June 1<sup>st</sup>.
3. The Department of Human Resources will notify the Employing Official and the employee of their receipt of the reclassification request. Human Resources, Budget, and the Employing Official will meet to review as part of the established budget submission process.
  - a. After conducting their analysis, and no later than September 1<sup>st</sup>, the Department of Human Resources will submit a written recommendation to the Union, employee(s), to the Employing Official. The results of Human Resources' findings and recommendations may be subject to negotiation with the Union at the Union's request.
4. The Department of Human Resources shall submit its recommendation to the Budget Office and 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 if the employee is currently receiving out of class pay, such out of class pay shall be terminated.
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 under Chapter 5, Section E (Classification Studies) 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 (3) month trial service period for the higher class

b. A position that is reclassified from one class to a lower class could result in the employee being paid less than his/her present salary. However, a reclassification study may determine that the employee will continue to be paid at his/her present salary with the understanding that any future increases shall be made pursuant to policies for employees whose wages are considered frozen.

## **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 employees' homes unless pre-approved for specific county-related business.

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

### **SECTION A - WAGES**

1. Wage Adjustments:
  - a. 2022: Effective the first full pay period of 2022, all salary schedules will be increased by five percent (5%).  
  
(1) 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; and
    - Employees on steps 7-8 on April 10, 2022, receive a 3-step advancement; and
    - Employees on steps 9-13 on April 10, 2022, receive a 2-step advancement; and
    - Employees on step 14 on April 10, 2022, receive a 1-step advancement; and
    - Employees on step 14 and who are eligible for an annual step increase within 90 days of April 10, 2022, will receive a one-time, non-precedent setting lump sum equivalent to 2.5% of their base annual wage; and

- 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.
- b. 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.
  - c. 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.
2. 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.
  3. All wage increases set forth above shall be applied to the first step of each wage scale. Each wage step thereafter shall be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step.

## **SECTION B – SALARY STEPS AND EVALUATIONS**

1. Step movement on the Wage and Classification Plan shall be as follows:
  - a. Except as provided in Article II, Section A.1.b.2 (2019-2020 Step Acceleration), for employees hired prior to January 1, 2020, employees 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 score requirement is met in accordance with Section 1.a. above:

Step	Required Service Time
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1-4	Progress to the next higher step following six months of service at the current salary step
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5-14	Progress to the next higher step following twelve months of service at the current salary step
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- 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 in an unpaid leave status (voluntary or involuntary) shall not be included in the required service period.
2. Employee Evaluations. Employee evaluations shall be in accordance with the “Performance Evaluation Guidelines for Employees and Supervisors” in the County Personnel Manual, currently in Chapter 9, Section B.

**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 through 9 years service.....1.5% of annual salary on anniversary date  
 After 10 through 14 years service.....2% of annual salary on anniversary date  
 After 15 through 19 years service.....2.5% of annual salary on anniversary date  
 After 20+ years service.....3% of annual salary on anniversary date

Longevity bonus pay for employees hired after January 1, 1998, and prior to January 1, 2013, shall be as follows:

After 5 through 9 years service.....1.0% of annual salary on anniversary date  
 After 10 through 14 years service.....1.5% of annual salary on anniversary date  
 After 15 through 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 pro-rated 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 most recent 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

employee's most recent continuous service date excluding the period of separation, if the period of separation does not exceed thirty (30) days.

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 Section C above shall apply to these employees, effective January 1, 2013.

## **SECTION D – MILEAGE REIMBURSEMENT**

1. The Employer shall reimburse employees for authorized use of private automobiles, consistent with Juvenile Department Vehicle Usage and Mileage Reimbursement Policy and Appendix M #3 in the Kitsap County Personnel Manual, for Kitsap County business or in the performance of their official duties upon approval of Employing Official or designee.
2. Per the County's Fleet Risk Control Policies, if an employee incurs physical damage to their personal vehicle while in the scope and course of employment and has in force, at the time of the loss, collision coverage with their 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.
3. **JUVENILE DEPARTMENT VEHICLE USAGE AND MILEAGE REIMBURSEMENT POLICY**

- a. **Purpose**

To maximize efficient use of Juvenile Department vehicles, reduce costs associated with mileage reimbursement, and to reimburse employees within available funding when private vehicles must be used for department business.

The *Juvenile Department Vehicle Reservation System* will:

- (1) Use Microsoft Outlook calendars to allow all department staff access to the Juvenile Department vehicles calendar for availability and reservation (see Protocol for Reserving a Vehicle);
  - i. Provide staff a quick way to determine which vehicles are available.
  - ii. Allow the designated Admin. staff to quickly determine if reimbursements requests are eligible.



- iii. Allow staff to see where vehicles are being used so they may request to "bump" a reservation for one with higher priority.
  - (2) Ensure that vehicle keys are readily available for staff in one location;
  - (3) Ensure that department vehicles have Good to Go passes for the toll bridges;
  - (4) Provide a clear department policy explaining vehicle usage and reimbursement policy.
- b. Definitions
- (1) *Reserve* (a vehicle): To secure, in advance, for a specific period of time the use of a specific Juvenile Department vehicle through departmental notification using the email/calendar system.
  - (2) *Bump* (a reservation): To override a reservation based on the priority list.
- c. Criteria for Mileage Reimbursement

The Criteria for Mileage Reimbursement when using a privately-owned vehicle for County business will require:

- (1) That all Juvenile Department vehicles are in use or reserved for use during the time mileage is needed;
  - (2) That the mileage needed cannot "bump" another reservation based on priority;
  - (3) That the mileage needed is for a mandatory obligation (i.e., unable to be rescheduled);
  - (4) That the mileage is used only for job-related tasks;
  - (5) That a properly completed TC-50 is submitted and reviewed through a designated administration staff.
- d. Protocol for Reserving Juvenile Department Vehicles
- (1) First, employees must accept the shared vehicle calendar named, Juvy-Vehicles, in Microsoft Outlook.

- (2) Once accepted there will be an ability to view the vehicle reservation calendar. This calendar will provide the following functions: Check vehicle availability, reserve a vehicle, and log out a vehicle.
- (3) Reserving a vehicle in advance:
  - i. Set an appointment on your Outlook calendar.
  - ii. Invite Juvy-Vehicles: By inviting Juvy-Vehicles it will put the reservation on the Juvy-Vehicles calendar.
  - iii. Receive a confirmation email back.
- (4) Using a vehicle at a moments notice:
  - i. Check the Juvy-Vehicles calendar to see if a specific vehicle is available.
  - ii. If the vehicle is available, then follow step d(3) in reserving a vehicle in advance. Note: A confirmation email is not needed.
  - iii. Retrieve the keys.

e. Priority List for Juvenile Department Vehicle Use

Prioritization of Juvenile Department vehicle use will help reduce the potential number of reimbursable miles. If a vehicle is needed and one is not available to reserve the employee may "bump" a lower priority reservation using this priority list and through reasonable communication with the original reservation holder. The priority list for vehicle use will be as follows (and using common sense):

- (1) Detention Transports (highest priority),
- (2) Use that crosses the Tacoma Narrows or Hood Canal Bridges,
- (3) Use in Bainbridge Island and/or Mason County,
- (4) Use outside the South Kitsap area,
- (5) South Kitsap areas (lowest priority).

**SECTION E – 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 begins on Monday at 12:00 a.m. and end on Sunday at 11:59 a.m.
2. Regular Schedules. The regular schedule for regular full-time employees shall be forty (40) hours, normally Monday through Friday, 8:00 a.m. to 4:30 p.m.
  - a. The Employing Official or designee may vary a regular schedule to provide coverage outside the regular schedule, with as much advance notice as possible.
  - b. A variation in a regular schedule requested by an employee may be granted by the Employing Official or designee.
3. Alternative Work Arrangements. Alternative work arrangements may be made by written mutual agreement between the Employer and the affected employee. The Employer may also authorize telework as defined in the Kitsap County's Guide to Telecommuting. Alternative work arrangements and schedules must be authorized in writing by the Employing Official or designee and may be rescinded at the Employing Official or designee's discretion. The Employing Official or designee may vary an alternative work schedule to provide coverage outside the alternative work schedule, with as much advance notice as possible. For the duration of this agreement, the Employing Official or designee's decision to approve, rescind, or vary an alternative work arrangement shall be exempt from the grievance procedure.
  - a. **Definition:** Alternative Work Arrangements are schedules with start and end times that may differ from the regular schedule.

Any fluctuations in the flexible hours of this alternative work arrangement due to the needs of the department or employee shall be documented by the employee and approved via email with the supervisor. In no instances shall employees create schedules that do not permit covering their specific job requirements. The Employing Official or designee may authorize, in writing, limited variations for all core working hours based upon specific job requirements, including but not limited to work or training that is required on weekends.

- b. **Requesting an Alternative Schedule:** Any alternative work arrangement shall be approved by the Employing Official or their designee. Any employee who wishes to request an alternative schedule will do so by completing an Alternative Work Arrangement form.

The Employing Official or designee may give prior approval, in writing, for incidental changes to the alternative work schedule caused by the

requirements of the employee's position (e.g. out of County travel, after hours programming, or client appointments) without disrupting the work arrangement schedule agreement.

4. Program Specialists and Program Technicians shall work a 40-hour work week with a flexible schedule, as approved by their immediate supervisor.
5. Rest Breaks/Meal Periods. The parties agree to rest breaks and meal periods that vary from and supersede WAC 296-126-092 pursuant to RCW 49.12.187. The Employer shall provide each employee working an 8-hour day with two (2) fifteen (15)-minute rest breaks and an unpaid thirty (30)-minute meal period per day. The Employer shall provide Alternative to Detention staff working an 8-hour day two (2) fifteen (15)-minute rest breaks and a paid thirty (30)-minute meal period per day. Rest breaks will be taken when operationally feasible and may be taken intermittently. Employees may waive an unpaid meal period pursuant to an agreed-upon flex schedule arrangement, subject to supervisor approval.

## **SECTION F – OVERTIME**

1. All overtime must be authorized in advance by the Employing Official or designee.
2. Overtime and Compensatory Time.
  - a. Overtime compensation for non-exempt employees is earned on hours actually worked. Sick leave, annual leave, compensatory time off, and any other non-worked compensable absences are not included in the calculation of the overtime thresholds.
  - b. Nonexempt employees regularly scheduled to work five (5) eight (8)-hour days. When performing work in excess of eight (8) hours in a day or in excess of forty (40) hours in one work week, nonexempt employees shall be paid overtime at the rate of one and one-half times the employee's regular rate of pay.
  - c. Nonexempt employees working a mutually agreed upon forty (40)-hour per week flex schedule. When performing work in excess of forty (40) hours in the defined work week, nonexempt employees shall be paid overtime at the rate of one and one-half times the employee's regular rate of pay.
  - d. An employee may request compensatory time off at the rate of one and one-half hours off for each hour of overtime earned in lieu of overtime pay, provided the compensatory time must be used within ninety (90) days of the date it is earned. An employee cannot accrue more than forty (40) hours of compensatory time. If the compensatory time earned is not used within ninety (90) days or exceeds forty (40) hours, the employee will be paid overtime at the rate when it was earned.

3. For the purpose of computing overtime compensation, fractional parts of an hour shall be rounded to the nearest fifteen (15)-minute increment.
4. No pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

## SECTION G – INSURANCE

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. Employee contributions will be used to pay claims first.

1. **Medical Insurance Contributions:** For coverage effective January 2022 through December 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, effective with the January 2022 premiums, the County shall absorb the full rate increase to the Aetna and Kaiser administered plans. 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%.

Thereafter, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally.

*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 \$50 total rate increase ( $\$1,650 \times 3\% = \$50$ ). This total rate increase represents a \$45 increase to the County contribution ( $\$1,500 \times 3\% = \$45$ ) and a \$5 increase to the employee contribution ( $\$150 \times 3\% = \$5$ ).

- 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. 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. will be \$100.00. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment.

3. **Double Coverage:** County employees 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) **All regular, full-time employees:** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty percent (50%) of the 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 (formerly WDS) 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. Effective January 1, 2019, employee participation in the Union Long-Term Disability Plan shall be mandatory.
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 deducted 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.

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

#### **SECTION A – HOLIDAYS**

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

##### **COMMONLY CALLED**

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	
Juneteenth	Native American Heritage Day
Independence Day	Christmas Day
2 Floating Holidays	Unpaid Holidays (2)

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 .50 FTE), including a probationary employee, at any time during the calendar year, with prior approval of the employee's Employing Official or their designee. The Floating holidays shall not accumulate from year to year.
4. Paid holidays begin on the date of hire. Employees who are on leave without pay for more than one-half of their scheduled shift the working day before or the working day after a holiday shall not receive compensation for that holiday.
5. Regular and probationary part-time employees shall receive pro-rated holiday pay, based upon an employee's full-time equivalent (FTE) status, as established and approved by the Employing Official.



6. If a non-exempt employee is required to work on one of the paid observed holidays, they shall receive their regular rate of pay for the hours worked and an additional day of annual leave (eight [8] hours) for each holiday; provided, non-exempt employees who work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall be paid the regular hourly rate for the hours worked plus 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. This compensation shall be in lieu of receipt of a paid eight (8) hours of holiday compensation set forth in Subsection 1 of this Section.
7. If a holiday falls on an employee's regularly scheduled day off, that employee receives vacation leave based on the employee's established FTE status in lieu of holiday pay.
8. Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Employing Official or their designee, in accordance with State Senate Bill 5173. Employees may take unpaid holidays for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, organization, or church. The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full work day increments and shall not accumulate from year to year. These unpaid holidays will not result in adjustments to seniority and will not impact accrual rates.
9. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

## **SECTION B – VACATION LEAVE**

1. Vacation Leave Accruals:
  - a. Vacation leave is accrued each month of employment; provided, however, the employee is not in a leave without pay status for more than a full calendar month.
  - b. Vacation leave may be used only after it has been accrued.
  - c. Regular and probationary full-time employees earn vacation leave as follows:
    - i. Effective January 1, 2018, all eligible, full-time, represented employees hired on or after 1/1/1998 shall earn vacation leave as follows:

Upon Hire	8.00 hrs/mo
Upon completion of 3 years	10.00 hrs/mo
Upon completion of 5 years	13.33 hrs/mo
Upon completion of 10 years	16.67 hrs/mo

- ii. Employees hired prior to 1/1/1998
  - Upon completion of 15 years 20.00 hrs/mo

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.

- d. Regular and probationary part-time employees shall receive pro-rated vacation leave, based upon an employee's full-time equivalent (FTE) status, as established and approved by the Employing Official.
  - e. No more than 360 hours vacation leave may be carried from one calendar year to the next.
2. Requests for leave must be approved in advance by the Employing Official or their designee. Vacation leave shall be taken at times mutually agreeable to the employee and the Employing Official or their designee. 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 Employing Official 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.
  3. Upon separation of an employee by retirement, resignation with two (2) weeks’ notice, layoff, dismissal or death, the employee or beneficiary thereof, shall be paid for unused vacation leave at the rate being paid at the time of separation.
  4. 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. Employees are encouraged to maintain an adequate leave balance.

## SECTION C – SICK LEAVE

1. Sick Leave Accruals:
  - a. Sick leave is accrued each month of employment; provided, however, the employee is not in a leave without pay status for more than a full calendar month.
  - b. Accrued sick leave may be used only after it has been accrued
  - c. Regular and probationary full-time employees earn sick leave as follows:
    - 1) Employees hired on or after December 1, 2004, accrue 8 hours of sick leave per month.
    - 2) Employees hired on or after October 1, 1985, and prior to December 1, 2004, accrue 10 hours of sick leave per month.
    - 3) Employees hired before October 1, 1985 accrue 12 hours of sick leave per month.
  - d. Regular and probationary part-time employees shall earn sick leave on a pro-rated basis, based upon employee's full-time equivalent status (FTE) as established and approved by the Employing Official.
  - e. No more than 1200 hours of sick leave may be carried from one calendar year to the next.
2. Paid sick leave may be used in accordance with any Federal, State laws or the County Personnel Manual. However, the Union does not waive the right to bargain changes of hours, wages or working conditions as a result of the Article.
  - a. Sick leave may be used for bereavement leave purposes as provided in Article III, Section D.
3. Sick Leave will be reported in accordance with any Federal, State laws or the County Personnel Manual. However, the Union does not waive the right to bargain changes of hours, wages or working conditions as a result of this Article.
4. Upon separation from service, all sick leave accruals shall be canceled; provided, employees who separate and obtain re-employment within one (1) year shall have all sick leave accruals restored.
5. 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.
  - b. 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.
6. 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 5, 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.
7. 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 payment under the provisions of Subsection 8. If an employee uses any accrued leave included in those totals, that balance will be reduced and not be replenished at any time.
8. Conversion of Sick Leave: 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 twelve (12) days sick leave in a calendar year and used no sick leave, they could convert the twelve (12) days to 1.2 days vacation leave.) If an employee chooses to convert their 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 their request for conversion to their Employing Official on or before January 31.

**SECTION D – BEREAVEMENT LEAVE** (provided in compliance with County's Personnel Manual, currently in Chapter 8.K (Leaves of Absence))

**SECTION E – CIVIL LEAVE** (Provided in compliance with County Personnel Manual, currently in Chapter 8.K (Leaves of Absence))

**SECTION F – MILITARY LEAVE** (Provided in compliance with County Personnel Manual, currently in Chapter 8.K (Leaves of Absence) and adopted by Kitsap County for the purposes of implementing federal and state statutory requirements)

**SECTION G - LEAVE OF ABSENCE WITHOUT PAY** (Provided in compliance with County Personnel Manual, currently in Chapter 8.K (Leaves of Absence))

## **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** (Provided in compliance with County Policy, currently in Chapter 8.K (Leaves of Absence) and adopted for the purposes of implementing federal and state statutory requirements)

## **ARTICLE IV. TERMS AND FUTURE NEGOTIATIONS**

1. Unless otherwise expressly provided herein, the terms of this Agreement shall be in full force and effect the first full pay period after the execution date of this Agreement by Union and Employer 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. The parties may mutually agree to reopen other articles for discussion.
4. On or before September 1, 2024, 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 V. COMMUTE TRIP REDUCTION**

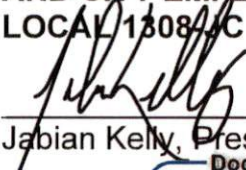

The County reserves the right to implement programs to ensure compliance with the CTRA of 1992 or similar legislation. The Union retains the right to negotiate regarding parking fees or similar issues having a negative financial impact on employees prior to implementation.

## **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, employee may be directed to perform a role other than their regular job, by employee's 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-JC (Juvenile Courts)

	5/5/2022
Jabian Kelly, President	Date
DocuSigned by:	
	5/5/2022
Aaron Cole, Staff Business Rep.	Date
CAA1FC05ED304AF...	

DATED this 23rd day of May, 2022

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

  
EDWARD E. WOLFE, Chair

  
CHARLOTTE GARRIDO, Commissioner

  
ROBERT GELDER, Commissioner

Attest:  
  
Dana Daniels, Clerk of the Board



## Appendix A – Salary Schedule

### AFSCME 1308-JC 2022 Pay Scales

Comp Grade Profile	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
<b>TB2H</b>	\$ 23.29	\$ 23.87	\$ 24.47	\$ 25.08	\$ 25.71	\$ 26.35	\$ 27.01	\$ 27.69	\$ 28.38	\$ 29.09	\$ 29.82	\$ 30.57	\$ 31.33	\$ 32.11	\$ 32.91
Program Technician															
<b>TB3H</b>	\$ 25.11	\$ 25.74	\$ 26.38	\$ 27.04	\$ 27.72	\$ 28.41	\$ 29.12	\$ 29.85	\$ 30.60	\$ 31.37	\$ 32.15	\$ 32.95	\$ 33.77	\$ 34.61	\$ 35.48
Program Specialist															
<b>EB5S</b>	\$59,779.20	\$61,276.80	\$62,816.00	\$64,396.80	\$65,998.40	\$67,641.60	\$69,326.40	\$71,052.80	\$72,820.80	\$74,651.20	\$ 76,523.20	\$ 78,436.80	\$ 80,392.00	\$ 82,409.60	\$ 84,468.80
Program Coordinator															
<b>TC1H</b>	\$ 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
Court Services Officer															



## Appendix B – 2022-2024 Employee 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