

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
Between
Kitsap County
And
International Union of Police Associations (I.U.P.A.), Local 7408
For Sheriff's Office Lieutenant Association

KC-206-19-A

The parties, Kitsap County (County) and Lieutenant Association (Association), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-206-19 (hereinafter CBA), as follows:

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

ARTICLE II – ECONOMICS, HOURS, INSURANCE

SECTION H – HEALTH AND WELFARE BENEFITS

Health Benefits:

1. **2019 Medical Insurance:** For coverage effective January 1, 2019 through December 31, 2019, the County's and the employee's contributions towards medical, dental and life insurance will be as follows:
 - a. **Medical Plans Offered:** The options of medical plans offered to employees will be as follows:
 - (1) Premera PPO Plan 1 #1037245
 - (2) Premera PPO Plan 2 #1037245
 - (3) Kaiser #12432
 - b. **Medical Insurance Contributions:** The County will pay ninety-seven percent (97%) of the employee-only coverage and contribute eighty-five percent (85%) of each employee's dependent rate, with each employee paying the remaining amount by payroll deduction.
 - c. **Open Enrollment:** The Employer shall offer a special, one-time open enrollment to permit employees to enroll in the new 2019 medical plans. Any changes made by employees will be effective with the January 2019 premiums.
2. **2020 Medical Insurance:** For coverage effective January 1, 2020 through December 31, 2020, the County's and the employee's contributions towards medical, dental and life insurance will be as follows:
 - a. **Medical Plans Offered:** ~~The options of medical plans offered to employees will be the same as in 2019.~~ Effective January 1, 2020, the following changes are

made to the Association's medical plans:

- i. The PPO 2 plan is eliminated as a medical plan option;
- ii. The grandfathered status of the PPO 1 plan under the Affordable Care Act is removed;
- iii. The County's value-based prescription tier is added to the County's medical plans; and
- iv. The third party administrator for the PPO 1 plan shall change from Premera to Aetna.

- b. **Medical Insurance Contributions:** Employee contribution rates shall be the same as employee contribution rates for the Deputy Sheriff's Guild for the same time period (January 1, 2020 – December 31, 2020). In the event that the 2020 medical rates increase, as allowed in RCW 42.56.123(2), during the 2020 benefit year only, and not beyond unless otherwise mutually agreed upon, the County shall pick up the full rate increases to Premera-administered plans and the full rate increases to Kaiser-administered plans. After the 2020 benefit year, unless otherwise mutually agreed by the parties, County and employee contributions will revert to the proportional sharing of contributions. For example, if the Kaiser 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 rates are projected to increase more than five percent (5%), the parties will work as part of the Medical Benefits Committee to see if there are plan design changes to keep the rate increase below five percent (5%).

- 3. **2021 Medical Insurance:** For coverage effective January 1, 2021 through December 31, 2021, the County's and the employee's contributions towards medical, dental and life insurance will be as follows:

- a. **Medical Plans Offered:** Effective January 1, 2021, the following changes are made to the Association's medical plans:

- i. The PPO 1 individual annual deductible is increased by \$100 and the family annual deductible is increased by \$300.

- b. **Medical Insurance Contributions:** Employee contribution rates will increase five percent (5%) above 2020 employee contribution rates.

- 43. **Double Coverage:** County employees may have double coverage under county-sponsored medical plans.

- 54. **Waiver of Medical Coverage:** Regular, full-time employees who provide proof of alternate medical coverage may waive the coverage through Kitsap County's sponsored medical plans and for that waiver, receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment will be 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.

Effective January 1, 2020, the amount of the medical waiver-incentive payment shall increase to one-hundred-fifty dollars (\$150.00) per month.

65. Dental Insurance

- a. **Dental Plans:** The options of dental plans offered to employees will be as follows:
 - (1) Delta Dental of Washington, Plan C – Option 2 (County-selected base dental plan)
 - (2) Delta Dental of Washington, Plan D – Option 4
 - (3) Willamette Dental

- b. **Dental Insurance Contributions:** The County will make monthly contributions to dental insurance premiums as indicated below.
 - (1) 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. Effective January 1, 2020, the County will pay ninety percent (90%) of the monthly rate cost for County-selected dental coverage.
 - (2) The County-selected, base dental plan will provide substantially similar benefits to those provided by the Washington Dental Service (WDS) plan C – Option 2 (\$1,000 a year maximum benefit). Other dental plans may also be offered and, if selected, Employees will be responsible to pay the difference, through payroll deduction, for any buy-up plan which they select.
 - (3) All regular, full-time and part-time employees will participate in a county-sponsored dental plan.

76. 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.

87. Optional Insurance: Employees may enroll themselves and dependents in optional life insurance plans, or other optional benefits, at their own expense.

98. 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.

109. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.

1140. **WA Paid Family and Medical Leave:** Effective January 2019, the County will contribute the employer portion of the premium for the WA Paid Family and Medical Leave mandated under RCW 50A.04.

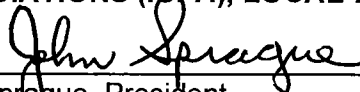
11. ~~**2021 Health and Welfare Benefits:** The parties will reopen to negotiate 2021 health and welfare benefits in accordance with Article IV (future Negotiations).~~

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

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

DATED this 25th day of NOVEMBER 2019.

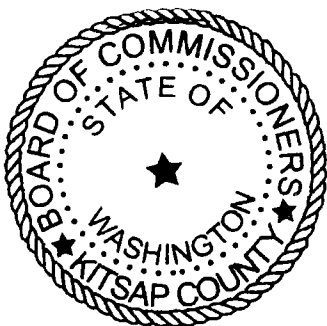
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS (IUPA), LOCAL 7408



John Sprague, President


DATED this 9th day of December 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON





EDWARD E. WOLFE, Chair



CHARLOTTE GARRIDO, Commissioner



ROBERT GELDER, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
And
INTERNATIONAL UNION OF POLICE ASSOCIATIONS (I.U.P.A), LOCAL 7408
For SHERIFF'S OFFICE LIEUTENANT ASSOCIATION

KC-206-19-B

RE: 2020 Wages Lump Sum

This Memorandum of Understanding (MOU) is by and between Kitsap County (County) and the Sheriff's Office Lieutenant Association (Association). The parties mutually agree as follows:

Background

Article II, Section A.5 of the parties Collective Bargaining Agreement KC-206-19 (CBA), provides:

During the life of this Agreement, a pay differential of no less than fifteen and one-half percent (15.5%) shall be maintained between: 1) the top step of the salary scale of the Law Enforcement Lieutenant classification and the top step of the salary scale for the Law Enforcement Sergeant classification; and 2) the top step of the salary scale of the Corrections Lieutenant classification and the top step of the salary scale for the Corrections Sergeant classification. This pay differential shall not be implemented beyond the expiration date of this Agreement.

On September 23, 2019, the Deputy Sheriff Guild, representing Law Enforcement Sergeants, executed a new collective bargaining agreement that provided for general wage adjustments in 2019, 2020, and 2021. The 2019 Deputy Sheriff Guild wage adjustment triggered the minimum pay differential requirement provided in Article II, Section A.5 of the parties' CBA and resulted in an automatic increase in the Law Enforcement Lieutenant salary scale by approximately one percent (1%).

The Deputy Sheriff Guild 2019 wage adjustment was effective September 13, 2019; however, members of the Deputy Sheriff Guild also received a one-time lump sum equal to retroactive implementation of the 2019 wage adjustment from the first full pay period in January 2019 through September 12, 2019. This lump sum amount was expressly in lieu of retroactive implementation of the 2019 Deputy Sheriff Guild wage adjustment.

Agreement

The parties agree to the following:

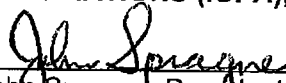
1. Although Article II, Section A.5 of the parties' CBA was not formally triggered until September 13, 2019 when the Law Enforcement Sergeant salary scale was increased, the one-time lump sum received by Law Enforcement Sergeants was intended to mimic a retroactive implementation of the 2019 Deputy Sheriff Guild wage adjustment. A true retroactive implementation of the 2019 Deputy Sheriff Guild wage adjustment to the first full pay period in January 2019 would have triggered the minimum pay differential

requirement in Article II, Section A.5 of the parties' CBA, also effective the first full pay period in January 2019.

2. Since Law Enforcement Sergeants received a one-time lump sum expressly in lieu of retroactive implementation of the 2019 wage adjustment, the parties agree that Law Enforcement Lieutenants should receive a similar one-time lump sum to maintain the equity and pay differential intended in Article II, Section A.5 of the CBA. This agreement is separate and independent from the provisions of Article II, Section A.5 and in no way expands or otherwise modifies the provisions of Article II, Section A.5.
3. All Law Enforcement Lieutenants in the Association shall receive a one-time lump sum equal to a one percent (1%) wage adjustment for all compensated hours between the first full pay period in January 2019 and September 12, 2019. This lump sum shall be paid not later than June 30, 2020.
4. This MOU shall not create a precedent.
5. Except as expressly provided in this MOU, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
6. Except as expressly provided herein, this MOU shall be effective upon execution.

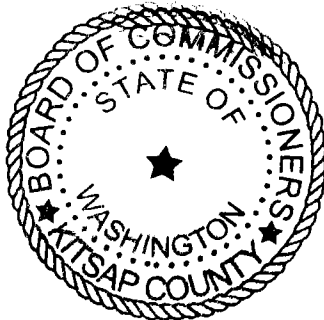
DATED this 17TH day of APRIL 2020.

INTERNATIONAL UNION OF POLICE
ASSOCIATIONS (IUPA), LOCAL 7408



John Sprague, President

DATED this 11th day of May 2020.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



CHARLOTTE GARRIDO, Chair



ROBERT GELDER, Commissioner



EDWARD E. WOLFE, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
Between
Kitsap County
And
International Union of Police Associations (I.U.P.A.), Local 7408
For Sheriff's Office Lieutenant Association

KC-206-19-C

RE: Amendment to Provide Meal Stipend for Corrections Lieutenants

The parties, Kitsap County (County) and Lieutenant Association (Association), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-206-19 (hereinafter CBA), as follows:

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

ARTICLE II – ECONOMICS, HOURS, INSURANCE

SECTION J – HOURS OF WORK

[1. – 4. Omitted]

5. Meal Periods. Employees will have a paid, one-half (1/2) hour meal period in recognition that they are not guaranteed an uninterrupted meal period.

- a. Effective June 8, 2020, in lieu of providing a mid-shift meal, all Corrections Lieutenants will receive twenty dollars (\$20.00) per pay period, subject to applicable payroll taxes and deductions. If an employee's assigned duties take him/her out of Kitsap County during the employee's mid-shift meal break (i.e. lunch), the employee may submit a receipt for reimbursement of that meal in accordance with the IRS lunch per diem rate.

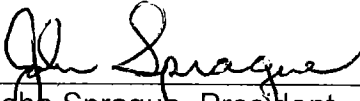
2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

3. Except as expressly provided herein, this Amendment shall be effective June 8, 2020.

//

DATED this 10TH day of AUGUST 2020.

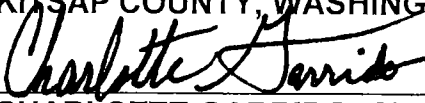
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS (IUPA), LOCAL 7408



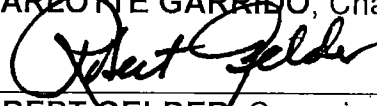
John Sprague, President

DATED this 24 day of AUGUST 2020.

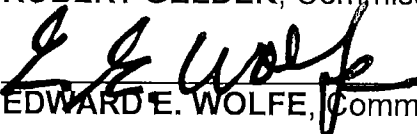
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



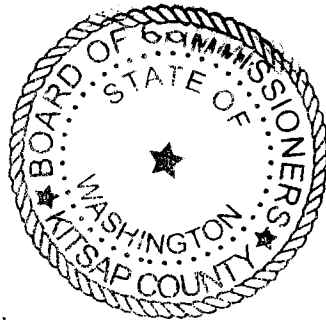
CHARLOTTE GARRIDO, Chair



ROBERT GELDER, Commissioner



EDWARD E. WOLFE, Commissioner



ATTEST:



Dana Daniels, Clerk of the Board

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
Between
KITSAP COUNTY
And
INTERNATIONAL UNION OF POLICE ASSOCIATIONS (I.U.P.A), LOCAL 7408
For SHERIFF'S OFFICE LIEUTENANT ASSOCIATION

KC-206-19-C

RE: HRA VEBA

This Contract Amendment is by and between Kitsap County (County) and the Sheriff's Office Lieutenant Association (Association). The parties mutually agree as follows:

Background

Kitsap County ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Plan"). The Plan is designed with a variety of coverage options to allow for the maximum benefit permitted by applicable law. Employer agrees to contribute to the Plan on behalf of all employees in the Sheriff's Office Lieutenant Association ("Group") defined as eligible to participate in the Plan, in accordance with Plan and regulatory limitations. The Plan must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

Agreement

The parties, having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement (CBA) KC-206-19, by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter, as follows:

Article II – ECONOMICS, HOURS, INSURANCE

[Section A – G Omitted]

Section H – HEALTH AND WELFARE BENEFITS

[1. – 10. Omitted]

11. HRA VEBA: Mandatory Employee Contributions (no individual elections permitted): The Employer and Association agree that the Association's compensation package will be changed in accordance with Appendix E, HRA VEBA.

12. 2021 Health and Welfare Benefits: The parties will reopen to negotiate 2021 health and welfare benefits in accordance with Article IV (future Negotiations).

Article III – LEAVE SCHEDULE AND ACCRUALS

[Section A Omitted]

Section B – ANNUAL LEAVE

[1.- 2. Omitted]

3. Upon separation of any employee by retirement, resignation with two weeks notice, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation.

a. Retirement: Annual Leave pay-out shall be made in accordance with Appendix E, HRA VEBA.

[4. - 5. Omitted]

Section C – SICK LEAVE

[1. - 3. Omitted]

4. Compensation for Accrued Sick Leave for PERS-Eligible Employees. Upon retirement, the employees covered under the Public Employees Retirement System (PERS) shall receive payment for 50% of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. All sick leave taken shall reduce the sick leave most recently accrued. If at any time the balance of an employee's sick leave accrued prior to January 1, 1984 is reduced, it may not be replenished for the purposes of sick leave payout. Upon the death of an employee covered under the PERS system, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the employee's base rate of pay at the time of death. Sick Leave payment shall be made in accordance with Appendix E, HRA VEBA.

5. Compensation for Accrued Sick Leave for LEOFF-Eligible Employees. Upon retirement, employees who are members of the Law Enforcement Officers' and Firefighters Retirement Plan (LEOFF) will receive payment for fifty (50) percent of accumulated sick leave based upon the rate of pay at the time of retirement. The total payment of eligible sick leave cash-out upon retirement shall be made in accordance with Appendix E, HRA VEBA. Upon the death of an employee covered under the LEOFF system, the employee's beneficiary will receive payment for all accumulated sick leave based upon the employee's base rate of pay at the time of death.

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

DATED this 23RD day of SEPTEMBER 2020.

INTERNATIONAL UNION OF POLICE
ASSOCIATIONS (IUPA), LOCAL 7408

John Sprague
John Sprague, President

DATED this 12 day of OCTOBER 2020.



ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Robert Gelder
ROBERT GELDER, Commissioner

E. E. Wolfe
EDWARD E. WOLFE, Commissioner

HRA VEBA

Kitsap County ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Plan"). The Plan is designed with a variety of coverage options to allow for the maximum benefit permitted by applicable law. Employer agrees to contribute to the Plan on behalf of all employees in the Sheriff's Office Lieutenant Association ("Group") defined as eligible to participate in the Plan, in accordance with Plan and regulatory limitations. The Plan must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

The Elections will be in effect from date of implementation through December 31, 2021, unless the parties agree by October 1, 2021 to extend or modify:

1. Mandatory Employee Contributions (no individual elections permitted): The Employer and Association agree that the Association's compensation package will be changed such that eligible employees shall receive additional benefits in the form of HRA VEBA Plan contributions equal to \$50, which shall be contributed on a bi-weekly basis, and each eligible employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all Association employees defined as eligible and shall be considered and referred to as Employee contributions.
2. Retirement: Eligibility is limited to employees who are eligible to retire with the Department of Retirement Systems (DRS) during the term hereof. Employer contributions shall include the cash-out of fifty percent (50%) of unused annual leave hours accrued and available for cash-out upon retirement into the employee's HRA VEBA account.
3. Compensation for Accrued Sick Leave for PERS-Eligible Employees: Upon retirement, the employees covered under the Public Employees Retirement System (PERS) shall receive payment for 50% of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. All sick leave taken shall reduce the sick leave most recently accrued. If at any time the balance of an employee's sick leave accrued prior to January 1, 1984 is reduced, it may not be replenished for the purposes of sick leave payout. Upon the death of an employee covered under the PERS system, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the employee's base rate of pay at the time of death. The total payment of eligible sick leave cash-out upon retirement shall be submitted into the employee's HRA VEBA account as an Employer Contribution.
4. Compensation for Accrued Sick Leave for LEOFF-Eligible Employees. Upon retirement, employees who are members of the Law Enforcement Officers' and Firefighters Retirement Plan (LEOFF) will receive payment for fifty (50) percent of accumulated sick leave based upon the rate of pay at the time of retirement. The total payment of eligible sick leave cash-out upon retirement shall be submitted into the employee's HRA VEBA account as an Employer Contribution. Upon the death of an employee covered under the LEOFF system, the employee's beneficiary will receive payment for all accumulated sick leave based upon the employee's base rate of pay at the time of death.

MEMORANDUM OF UNDERSTANDING
by and between
KITSAP COUNTY
And
INTERNATIONAL UNION OF POLICE ASSOCIATIONS (I.U.P.A), LOCAL 7408
For SHERIFF'S OFFICE LIEUTENANT ASSOCIATION

KC-206-19-E

RE: Mental Health Services Copay and Deductible Waiver Pilot for 2021

BACKGROUND

Kitsap County (the "County") and the Sheriff's Office Lieutenant Association (the "Association") bargained and executed collective bargaining agreement KC-206-19 ("CBA") on March 28, 2019. The County is self-insured for medical insurance coverage and the parties' bargained and agreed to plan details for the 2019, 2020, and 2021 plan years, herein referred to as the Deputy Medical Plans. The Deputy Medical Plans are administered by third-party administrators Aetna and Kaiser Health Plan.

The parties recognize the importance of identifying, treating, and maintaining the mental health and well-being of bargaining unit employees and their eligible dependents. To that end, the parties agree to a one-year (1 year) pilot program for 2021 to provide for easier access to mental health services under the Deputy Medical Plans.

AGREEMENT

In an effort for mental health and wellness services to be accessible and easier to obtain for bargaining unit employees and their eligible dependents for plan year 2021, the parties agree:

1. Employees and eligible dependents will have no co-pays or deductible fees for in-network mental health services under the self-insured program administered by Aetna and Kaiser.
2. The Association and County agree that the waiver of copays and deductible requirements for in-network mental health services is a pilot program for plan year 2021 only.
3. This County reserves the right to review the efficacy of the program, and at its sole discretion, can extend or terminate this program for the 2022 plan year.

4. The terms of this Agreement shall not serve as precedent for future agreements by and between the County and the Association.
5. This agreement is effective with the date of the last signature below.

**INTERNATIONAL ASSOCIATION OF POLICE
ASSOCIATIONS (IUPA), LOCAL 7408**

John Sprague 10/12/2020
John Sprague, President Date

DATED this 26th day of October 2020.

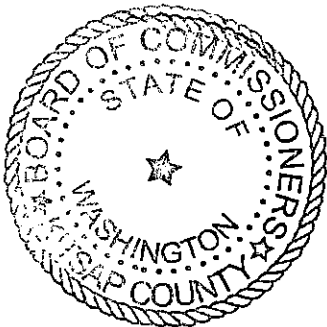
**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Charlotte Garrido
CHARLOTTE GARRIDO, Chair

NOT PRESENT

Edward E. Wolfe
EDWARD E. WOLFE, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner



ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
Between
Kitsap County
And
International Union of Police Associations (I.U.P.A.), Local 7408
For Sheriff's Office Lieutenant Association

KC-206-19-F

The parties, Kitsap County (County) and Lieutenant Association (Association), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-206-19 (hereinafter CBA), as follows:

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

ARTICLE II – ECONOMICS, HOURS, INSURANCE

SECTION A – SALARIES

1. **2019 Wage Adjustments:** Effective the first full pay period in January 2019, all Lieutenants salary schedules shall be increased by two percent (2.0%).
2. **2020 Wage Adjustments:** Effective the first full pay period in January 2020, all Lieutenants salary schedules shall be increased by two percent (2.0%).
3. **2021:** No general wage increase to the Lieutenants salary schedules for 2021. ~~The parties will reopen to negotiate 2021 base wages in accordance with Article IV (Future Negotiations).~~
4. Each wage step shall be adjusted to provide a five percent (5%) increase over the previous wage step.
5. During the life of this Agreement, a pay differential of no less than fifteen and one-half percent (15.5%) shall be maintained between: 1) the top step of the salary scale of the Law Enforcement Lieutenant classification and the top step of the salary scale for the Law Enforcement Sergeant classification; and 2) the top step of the salary scale of the Corrections Lieutenant classification and the top step of the salary scale for the Corrections Sergeant classification. This pay differential shall not be implemented beyond the expiration date of this Agreement.

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

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

DATED this 22nd day of DECEMBER 2020

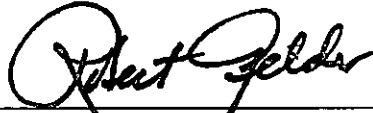
**INTERNATIONAL UNION OF POLICE
ASSOCIATIONS (IUPA), LOCAL 7408**



Russ Clithero, Vice President

DATED this 11 day of JANUARY 2021.

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



ROBERT GELDER, Chair



EDWARD E. WOLFE, Commissioner



CHARLOTTE GARRIDO, Commissioner



ATTEST:



Dana Daniels, Clerk of the Board

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
Between
KITSAP COUNTY
And
INTERNATIONAL UNION OF POLICE ASSOCIATIONS (I.U.P.A), LOCAL 7408
For SHERIFF'S OFFICE LIEUTENANT ASSOCIATION

KC-206-19-G

RE: Sick Leave Cash-out Upon Retirement

This Contract Amendment is by and between Kitsap County (County) and the Sheriff's Office Lieutenant Association (Association). The parties mutually agree as follows:

Background

The Lieutenants Association represents eight (8) Lieutenants in the Kitsap County Sheriff's Office. The parties' current collective bargaining agreement Article III, Section C outlines sick leave payment upon retirement for accrued sick leave. Appendix E, HRA VEBA, defines HRA VEBA contributions including sick leave cash-out upon retirement. Section C and Appendix E have different terms and compensation for sick leave pay out between PERS eligible employees and LEOFF eligible employees. In addition, the existing language has no provision for PSERS eligible employees. This results in different benefits for the employees covered by this agreement.

Agreement

The parties, having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement (CBA) KC-206-19, by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter, as follows:

Article III – LEAVE SCHEDULE AND ACCRUALS

[Section A and B Omitted]

Section C – SICK LEAVE

[1. - 3. Omitted]

~~4. Compensation for Accrued Sick Leave for PERS-Eligible Employees. Upon retirement, the employees covered under the Public Employees Retirement System (PERS) shall receive payment for 50% of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. All sick leave taken shall reduce the sick leave most recently accrued. If at any time the balance of an employee's sick leave accrued prior to January 1, 1984 is reduced, it may not be replenished for the purposes of sick leave payout. Upon the death of an employee covered under the PERS system, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the employee's base rate of pay at the time of death. Sick Leave payment shall be made in accordance with Appendix E, HRA VEBA.~~

45. Compensation for Accrued Sick Leave for PERS, PSERS, and LEOFF-Eligible Employees. Upon retirement, employees ~~who are members of the Law Enforcement Officers' and Firefighters Retirement Plan (LEOFF)~~ will receive payment for fifty (50) percent of accumulated sick leave based upon the rate of pay at the time of retirement. The total payment of eligible sick leave cash-out upon retirement shall be made in accordance with Appendix E, HRA VEBA. Upon the death of an employee covered under ~~this agreement, the LEOFF system~~, the employee's beneficiary will receive payment for all accumulated sick leave based upon the employee's base rate of pay at the time of death.

APPENDIX E – HRA VEBA

[1. & 2. Omitted]

~~3. Compensation for Accrued Sick Leave for PERS-Eligible Employees: Upon retirement, the employees covered under the Public Employees Retirement System (PERS) shall receive payment for 50% of all sick leave accrued prior to January 1, 1984, based upon the rate of pay at the time of retirement. All sick leave taken shall reduce the sick leave most recently accrued. If at any time the balance of an employee's sick leave accrued prior to January 1, 1984 is reduced, it may not be replenished for the purposes of sick leave payout. Upon the death of an employee covered under the PERS system, the beneficiary shall receive payment for all sick leave accrued prior to January 1, 1984, based upon the employee's base rate of pay at the time of death. The total payment of eligible sick leave cash-out upon retirement shall be submitted into the employee's HRA VEBA account as an Employer Contribution.~~

3. Compensation for Accrued Sick Leave for PERS, PSERS, and LEOFF-Eligible Employees. Upon retirement, employees ~~who are members of the Law Enforcement Officers' and Firefighters Retirement Plan (LEOFF)~~ will receive payment for fifty (50) percent (50%) of accumulated sick leave based upon the rate of pay at the time of retirement. The total payment of eligible sick leave cash-out upon retirement shall be submitted into the employee's HRA VEBA account as an Employer Contribution. Upon the death of an employee covered under ~~this agreement, the LEOFF system~~, the employee's beneficiary will receive payment for all accumulated sick leave based upon the employee's base rate of pay at the time of death.

-
2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
 3. Except as expressly provided herein, this Amendment shall be effective upon execution.

[Signatures appear on the next page]

DATED this 12TH day of APRIL 2021.

INTERNATIONAL UNION OF POLICE
ASSOCIATIONS (IUPA), LOCAL 7408

John Sprague
John Sprague, President

DATED this 26 day of APRIL 2021.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Robert Gelder
ROBERT GELDER, Chair

E. E. Wolfe
EDWARD E. WOLFE, Commissioner

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board