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AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY JUVENILE DETENTION GUILD
Juvenile Detention Division Employees

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AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY JUVENILE DETENTION GUILD
Juvenile Detention Division Employees

These Articles constitute an Agreement between King County (County) and the Juvenile Detention Guild (Guild).

ARTICLE 1: PURPOSE, LABOR-MANAGEMENT COMMITTEE AND DEFINITIONS

Section 1. Purpose: The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees who occupy the classifications listed in Addendum A and work at the Department of Adult and Juvenile Detention (DAJD) within the Juvenile Detention Division.

Section 2. Labor-Management Committee:

A. The parties agree to continue their Joint Labor-Management Committee (JLMC) process which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use principles of interest-based bargaining to interpret, apply, and resolve issues affecting Labor and/or Management.

B. The role of the JLMC is to oversee the tasks and/or committees called for in this Agreement and to provide the necessary coordination on matters involving the following principles:

- To deal jointly with issues
- To maintain and improve labor-management relations and communications
- Establish commitment, mutual trust, and mutual respect
- To help identify and solve problems
- As a forum to exchange information
- To promote the highest degree of efficiency and responsibility in

performance of the work and the accomplishment of the public purpose of DAJD and the Juvenile

1 Detention Division

- 2 • Perform other duties as contained in this Agreement

3 C. The JLMC will meet at least monthly unless the parties mutually agree to change
4 the schedule provided that generally no more than sixty (60) days shall elapse between meetings.

5 D. The parties agree that the JLMC will be comprised of approximate equal
6 representation of the County which may include one representative from the Office of Labor
7 Relations (OLR) and the Guild.

8 E. The JLMC does not waive or diminish management rights and does not waive or
9 diminish Guild rights of grievance or bargaining. Issues are to be discussed in an interest-based,
10 collaborative manner and the JLMC may access the services of a mutually acceptable source of
11 mediation services if consensus cannot be reached in a timely manner. The parties recognize that the
12 JLMC may not be able to resolve every issue.

13 Section 3. All words under this Agreement shall have their ordinary and usual meaning
14 except those words that have been defined under K.C.C.3.12, as amended.

15 **ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP**

16 Section 1. **Recognition:** The County recognizes the Guild as the exclusive bargaining
17 representative for all employees, other than confidential and supervisory employees, whose job
18 classifications are listed in Addendum A and who work in the Juvenile Detention Division of DAJD.

19 Section 2. **Guild Membership:** It shall be a condition of employment that all employees
20 covered by this Agreement shall, within thirty (30) days of the effective date of the Agreement,
21 become and remain members in good standing or pay an agency fee. It shall also be a condition of
22 employment that all employees covered by this Agreement and hired or assigned into the bargaining
23 unit after its effective date shall, on the thirtieth (30) day following the beginning of such
24 employment, become and remain members in good standing in the Guild or pay an agency fee.

25 Section 3. **Exemption:** Nothing contained in Section 2 shall require an employee to join the
26 Guild who objects to membership in the Guild on the grounds of a bona fide religious objection in
27 which case the employee shall pay an amount of money equivalent to the regular Guild dues and
28 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by

1 the employee affected and the bargaining representative to which the employee would otherwise pay
2 the dues and initiation fee. If the employee and the bargaining representative are not able to agree
3 upon a charitable organization, they shall resolve the issue through the Public Employment Relations
4 Commission. The employee shall furnish written proof that such payments have been made.

5 **Section 4. Dues Deduction:** Upon receipt of written authorization individually signed by an
6 employee, the County shall have deducted from the pay of such employee the amount of dues as
7 certified by the secretary of the Guild and shall transmit the same to its treasurer. The Guild shall
8 submit to the Department the amount of dues for all members by December 15th of each year to
9 ensure correct deductions occur via payroll. To the extent the Department does not receive dues
10 amounts from the Guild by December 15th of each year, the Department will continue to deduct the
11 same amount of dues in the same manner.

12 **Section 5. Indemnification:** The Guild will indemnify, defend and hold the County harmless
13 against any claims made and against any suit instituted against the County on account of any check-
14 off of dues for the Guild. The Guild agrees to refund to the County any amounts paid to it in error on
15 account of the check-off provisions upon presentation of proper evidence thereof.

16 **Section 6. Union Release Time:** Up to five (5) regular employees who were elected to serve
17 on the union negotiation committee shall be allowed time off from duty to attend negotiation
18 meetings with the County without loss of regular pay for negotiations occurring during the regular
19 hours of the work or where a shift adjustment is necessary to permit attendance. Guild
20 representatives shall be afforded a reasonable amount of time while on-duty status to consult with
21 appropriate management officials and/or aggrieved employees, provided that the union representative
22 and/or aggrieved employees contact the division manager or designee, indicate the general nature of
23 the business to be conducted, and request necessary time without undue interference with assignment
24 of duties. The union representatives shall guard against use of excessive time in handling such
25 responsibilities. Up to two (2) Guild Board members may attend grievance hearings on County-paid
26 release time, or to the extent an employee filed a grievance on his or her behalf, the County will pay
27 release time for the employee and his or her Guild representative, any others may use Guild leave,
28 One (1) Guild Board member may attend *Loudermill* hearings, PERC Hearings, and Grievance

1 Arbitrations on County-paid release time, any others may use Guild leave. For time not otherwise
2 covered by the above, the Guild will establish a business leave bank for Guild activity. The bank
3 hours shall be established through the deduction of vacation hours only (excluding probationary
4 employees). Up to two (2) hours annually may be deducted from each employee's leave account to
5 fund the leave bank. The Employer agrees to administer the leave bank account, provided the Guild
6 has the sole discretion to determine who may use the business leave bank and under what
7 circumstances. The release of employees for Guild business leave shall not be unreasonably
8 withheld. The employee shall provide the Employer with a minimum of three (3) days of notice. An
9 employee on approved Guild business leave shall not be subject to discipline for going into a "no
10 pay" status. Guild leave shall be accounted for by using Department-provided Guild business leave
11 codes in the payroll system.

12 **ARTICLE 3: RIGHTS OF MANAGEMENT**

13 It is recognized that the County retains the right, except as otherwise provided in this
14 Agreement, to manage the business of the County and to direct its workforce. Such functions of the
15 County include, but are not limited to:

16 A. Determine the mission, budget, organization, number of employees, and internal
17 security practices of the Department of Adult and Juvenile Detention;

18 B. Recruit, examine, evaluate, select, promote, transfer and train employees of its
19 choosing, and to determine the times and methods of such actions;

20 C. Discipline of employees (including but not limited to, suspension, demotion, or
21 discharge for just cause); provided that when a transfer is intended as a disciplinary sanction, it is
22 subject to the Just Cause requirement per Article 5 of this Agreement;

23 D. Assign, direct and reduce the workforce; develop and modify class specifications
24 as well as assignment for the salary range for each classification and allocate positions to those
25 classifications; determine the methods, materials and tools to accomplish the work; designate duty
26 stations and assign employees to those duty stations.

27 E. Establish work rules; assign the hours of work. Take whatever actions may be
28 necessary to carry out the Department of Adult and Juvenile Detention's mission in case of

1 emergency.

2 F. All of the functions, rights, powers and authority of the County not specifically
3 abridged, delegated or modified by this Agreement are recognized by the Guild as being retained by
4 the County. Nothing herein shall constitute a waiver of the Guild's statutory collective bargaining
5 rights.

6 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

7 Section 1. **Waiver:** The parties acknowledge that during the negotiations resulting in this
8 Agreement each had the unlimited right and opportunity to make demands and proposals with respect
9 to any and all subjects or matters not removed by law from the area of collective bargaining and the
10 understandings and agreements arrived at by the parties after exercise of that right and opportunity
11 are set forth in this Agreement. The County and the Guild each voluntarily and unqualifiedly waive
12 the right and each agrees that the other shall not be obligated to bargain collectively with respect to
13 any subject or matter not specifically referred to or covered in this Agreement, even though such
14 subject or matter may not have been within the knowledge or contemplation of either or both of the
15 parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are
16 specifically expressed in this Agreement and such expression is all-inclusive. This Agreement
17 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,
18 subject only to a desire by both parties to mutually agree to amend or supplement at any time, except
19 for negotiations over a successor collective bargaining agreement.

20 Section 2. **Modification:** Should the parties agree to amend or supplement the terms of this
21 Agreement, such amendments or supplements shall be in writing and effective when signed by the
22 Guild, the Director of DAJD/designee, and by the Labor Relations Director of the Office of Labor
23 Relations/designee. To the extent the parties learn of other agreement(s) not known at the time of
24 ratification, those agreement(s) will become part of the labor contract unless they are expired, no
25 longer apply, or the parties mutually agree not to integrate them into the collective bargaining
26 agreement.

27 **ARTICLE 5: EMPLOYEE RIGHTS**

28 Section 1. **Just Cause Standard:** No regular employee shall be disciplined except for just

1 cause. For purposes of this Article, employees in a probationary status are not regular employees.
2 The employees shall be covered by an Employee Bill of Rights, set forth in Appendix A.

3 **Section 2. Disciplinary Action:**

4 A. Disciplinary action shall be in accordance with Chapter 3.12 of the King County
5 Code (K.C.C.).

6 B. When the County takes disciplinary action the employee and the Guild shall be
7 given notice of such action and, upon written request, reports or documentation will be made
8 available to the employee and the Guild. The County will allow suspensions of at least two days to
9 be spread out over two pay periods, in full shift increments. The Guild and the County may mutually
10 agree to spread out suspension days to multiple pay periods on a case by case basis.

11 **Section 3. Personnel Files:**

12 A. The Division Director maintains only one confidential file for each employee. The
13 confidential file is the only file to be consulted when a personnel action is taken relative to promotion
14 or discipline. This file is not to be confused with the employment file maintained by DAJD Human
15 Resources or files maintained by the Internal Investigations Unit. It is further understood that the
16 confidential files and the employment files do not include material relating to medical records, pre-
17 appointment interview forms, internal investigations files, or applicant background investigation
18 documents such as, but not limited to, psychological evaluations or polygraph results.

19 1. Anything to be placed in the confidential file must be acknowledged by the
20 employee.

21 2. Commendations, letters of counseling, or reprimands will be discussed with the
22 employee as soon as possible and prior to being placed in the confidential file. An employee may
23 insert contrary documentation into the file or request the removal of a document in the file.

24 3. Each employee's confidential or employment files shall be open for review by the
25 employee, by making an appointment through the Director, provided that employees shall not have
26 the right to review psychological evaluations or supervisor's notes prepared for the purpose of
27 preparing employee's evaluations and that are destroyed after the evaluation is prepared. The
28 Employer shall maintain no secret personnel files not subject to inspection.

1 4. Letters of counseling shall be removed from the confidential file twelve (12)
2 months after issuance, and shall not be used for any purpose after that time. Letters of reprimand
3 shall be removed from the confidential file two (2) years after issuance, provided that the employee
4 receives no subsequent discipline of a similar nature during that period. After two (2) years from the
5 date of issuance, letters of reprimand shall only be used for evidence of notice to the employee.
6 Discipline records of a more serious nature may be retained indefinitely but may be requested for
7 removal on a case by case basis.

8 5. No confidential or employment file records maintained beyond these time frames
9 may be relied upon for progressive discipline . Corrective counseling notices within the time frames
10 may be offered to demonstrate the employee has been previously warned. Other than corrective
11 counseling notices, the employer will not maintain warning records in the personnel file or other
12 discipline records not otherwise subject to the grievance procedure.

13 6. If possible, the Employer will notify an employee of a public records request
14 relating to that employee's personnel file, internal investigations where the employee is the subject of
15 the investigation, disciplinary actions relating to that employee or records that are personal in nature
16 prior to releasing the requested documents.

17 7. When a member of the bargaining unit applies for another position within DAJD,
18 that employee's confidential file is the only personnel file that the Employer may consider for the
19 purpose of that hiring decision.

20 **Section 4. Class Specifications:** When the phrase, such as "performs related work as
21 required," is incorporated into the text of an official class specification as a representative example of
22 work, the assignment of such work on a regular and ongoing basis shall be within the essential duties
23 and responsibilities of the classification. Except as agreed to by the Guild and the County, employees
24 shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

25 **Section 5. Right to Representation:** Employees shall have the right to representation as
26 defined by law and the terms of this Agreement.

27 **Section 6. Mileage:** All employees who have been authorized to use their own transportation
28 on County business shall be reimbursed at the IRS rate.

1 **Section 7. Personal Property:** Employees whose personal property is damaged during the
2 performance of their duties shall have same repaired or replaced at County expense; provided, that
3 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
4 necessary to process claims covered under this Section will be initiated by the County with due speed
5 upon receipt of the claim from the employee.

6 **Section 8. Subcontracting:** The County shall not contract or subcontract work when such
7 action will cause layoff of regular employees, unless it is required by state or federal law. The
8 County shall not contract out work which the members of the Union have historically performed
9 unless it is required by law or is a business necessity due to an unforeseeable emergency situation or
10 to augment the workforce on a short-term, temporary basis. Except for emergency situations, the
11 County shall provide notice to the Union of its intent to contract out and, upon request, bargain the
12 decision and/or effects of that decision. Except as provided herein, under no circumstance shall the
13 County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this
14 provision shall limit what the County has historically contracted out, and no jobs will be eliminated
15 due to contracting out.

16 **Section 9. Safety Standards:** No employee shall be directed to work in a manner or
17 condition that does not comply with the minimum accepted safety practices or standards, or in a
18 condition, location or assignment which would constitute a hazard to the employee's health or well-
19 being. The County shall provide appropriately classified staff for the care, supervision and
20 transportation of youth.

21 **Section 10. Reclassified Positions:**

22 A. The County will advise the Guild in writing and in advance about the creation of
23 any new or reclassified position to be assigned to the Juvenile Detention Division of DAJD. Such
24 notification will include a list of duties and responsibilities, along with a statement of the desirable
25 qualifications.

26 B. The County and the Guild will review and attempt to reach a mutual agreement in
27 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
28 positions and the salary range for the new positions. Should the parties fail to reach a mutual

agreement on the matter of inclusion, the matter will be referred to the Public Employment Relations Commission (PERC) for unit clarification. In the event that the County wishes to fill the position pending the unit clarification decision, the County will make a good faith attempt to fill the disputed position on a temporary basis with a qualified employee from within the existing bargaining unit.

ARTICLE 6: HOLIDAYS

Section 1.

A. Celebrated Holidays: All regular, probationary, provisional and term-limited temporary employees who work a full-time schedule shall be granted the following holidays with pay, provided they are in a paid status on last scheduled work day prior to and the first scheduled work day after the holiday:

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

and any day as declared by the president or governor and as approved by the council.

B. All holidays are observed on the "Date Celebrated" per Section 1.A.

C. Whenever a holiday falls on a weekend, an employee whose regular furlough falls on that holiday may take the immediately adjacent weekday off, provided that staffing needs are met. For purposes of this section, staffing needs for Officers on 1st, 2nd and 3rd shift are met so long as

1 there are existing vacation slots available.

2 D. Holidays paid for but not worked shall be recognized as time worked for the
3 purpose of determining weekly overtime except for such time that sick leave is taken on the holiday.

4 E. In addition to the holidays listed above, under RCW 1.16.050, employees are also
5 entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized
6 activity conducted under the auspices of a religious denomination, church, or religious organization.
7 Denials of a religious holiday for undue hardship are grievable.

8 **Section 2. Personal Holidays:** Regular, probationary, provisional and term-limited
9 temporary employees shall receive two (2) additional personal holidays to be administered through
10 the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period
11 that includes the first day of October and one personal holiday will be added in the pay-period that
12 includes the first day of November of each year. These days may be used in the same manner as any
13 vacation day earned.

14 **Section 3. Part-Time Scheduled Employees:** Regular, probationary, provisional and part-
15 time term-limited temporary employees who work a part-time schedule receive paid holidays based
16 on their work schedule consistent with Sections 1 and 2 herein.

17 **Section 4. Holiday Compensation:**

18 A. Full-time employees who are eligible for holiday pay, who work on a celebrated
19 holiday listed in Section 1.A above shall receive straight time holiday pay, plus time-and-one-half the
20 regular rate of pay for all hours worked as a holiday premium.

21 B. Full-time employees who are eligible for holiday pay, who are relieved of
22 regularly scheduled duty due to holiday staffing shall receive straight time holiday pay for that day.
23 Full-time employees who are eligible for holiday pay, who are on furlough on a celebrated holiday
24 listed in Section 1.A. above, shall either receive an additional day's pay or shall at their option
25 receive a substitute holiday.

26 C. Full-time employees who are eligible for holiday pay, who take time off for an
27 approved sick or vacation leave day, shall be paid eight (8) hours of straight time holiday pay unless
28 otherwise eligible for overtime pursuant to Article 10.

1 D. Part-time employees who are eligible for holiday pay and are assigned to work on
2 a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours
3 worked. Part-time employees whose regular schedule requires them to work on a holiday, but who
4 are relieved from work for the holiday due to holiday staffing levels, will receive either holiday pay
5 at straight time or a pro-rated substitute holiday, at their option. Part-time employees will not be
6 compensated for holidays falling on days which they are not regularly scheduled to work.

7 E. Use of Substitute Holidays. All substitute holidays banked by employees pursuant
8 to this Article will be banked as vacation leave, and subject to all provisions of Article 7 concerning
9 the accrual and/or use of vacation leave, including accrual limits.

10 **Section 5. Holiday Staffing Levels:** The County retains the right to determine the level of
11 staffing required on celebrated holidays, pursuant to Section 1.A., above, to meet reduced workload
12 needs. In most cases, the level of staffing on celebrated holidays will be the same as weekend
13 staffing levels. Employees to be relieved due to holiday staffing will be selected within each shift,
14 based on seniority (per Article 12, Section 4). Fourth shift employees relieved of regular duty due to
15 holiday staffing will have first preference to fill first-shift vacancies on the celebrated holiday.

16 Regularly scheduled staff whose primary posts will be staffed on holidays and all regularly
17 scheduled secondary staff will work as needed. If there are more staff available than there are posts,
18 staff will be given the holiday off (relieved of regular duty) based on seniority. The number of
19 staffed posts may fluctuate down due to the holiday decreasing our detention population. Starting
20 with the most senior staff, the option of taking the holiday off will be offered until the staffing level is
21 appropriate. If there are no volunteers for taking holiday leave, the least senior staff will be given the
22 holiday off with recall rights based on seniority if any vacancies occur due to leave use (sick leave,
23 FMLA etc) or operational need (population increases, hospital coverage etc). In the event there is an
24 inadequate number of regularly scheduled staff, any vacancies on 1st Shift will be offered to 4th Shift
25 staff based on seniority who are 7 to 9 Flex Floaters; any vacancies on 2nd Shift will be offered to 4th
26 Shift staff based on seniority who have a 1500 start time prior to the vacancies being filled by
27 overtime staff. 4th Shift staff who are on their furlough day off are not eligible.

ARTICLE 7: VACATIONS

Section 1.

Regular, probationary, provisional and term-limited temporary employees who work a full-time schedule shall accrue vacation leave benefits as described in the following table:

Vacation Leave Schedule for Full-Time Regular Employees	
Length of Service	Approximate Annual Leave in Days (7.2 hrs/day accrual rate for employees on 5/4 schedule)
Upon hire through end of year 5	12
Upon beginning of year 6	15
Upon beginning of year 9	16
Upon beginning of year 11	20
Upon beginning of year 17	21
Upon beginning of year 18	22
Upon beginning of year 19	23
Upon beginning of year 20	24
Upon beginning of year 21	25
Upon beginning of year 22	26
Upon beginning of year 23	27
Upon beginning of year 24	28
Upon beginning of year 25	29
Upon beginning of year 26 and beyond	30
Maximum Vacation Balance allowable is 60 days	

Section 2. Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 1; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled work week.

Section 3. Employees eligible for paid leave shall accrue vacation leave from their date of hire. Employees may accrue vacation leave each pay-period which may not be used until accrued.

Section 4. Employees eligible for paid leave shall be eligible to take vacation leave immediately from their date of hire that they have actually accrued, but if they leave County

1 employment prior to successfully completing their first six (6) months of County service, shall forfeit
2 and not be paid for accrued vacation leave. This provision does not restrict an employee's use of
3 accrued leave for a qualifying event under the Washington Family Care Act.

4 **Section 5.** Employees eligible for paid leave shall be paid for accrued vacation leave to their
5 date of separation up to the maximum accrual amount if they have successfully completed their first
6 six (6) months of County service in a paid leave eligible position. Payment shall be the accrued
7 vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County
8 employment less mandatory withholdings.

9 **Section 6. Vacation Scheduling Procedure:**

10 A. An employee may make up to six (6) vacation requests for the period beginning
11 April 1st and ending the following March 31st. These requests must be received by the County no
12 later than the preceding March 1st. For Detention Officers, up to two (2) vacation requests (rounds)
13 will be granted based on seniority within classification (per Article 12, Section 4) and available
14 vacation slots identified in Paragraph E of this Section, below. For all others, vacation requests will
15 be granted by seniority within classification provided that judicial proceedings, youth services, and
16 essential facility operations are properly staffed at all times. Employees must indicate their vacation
17 period preferences when submitting their request. The vacation preference request shall be made on
18 the appropriate Juvenile Detention Division form. Employees will be notified by April 1st in regard
19 to approval or disapproval of their requests.

20 B. Employees will be limited to the use of current vacation accruals and projected
21 vacation accruals when identifying their bid requests. Each vacation bid must be for consecutive
22 days. All employees will provide a contact number if they want to be contacted if their vacation
23 preference is not available to them. In the first round, any employee who is not able to get their first
24 vacation preference shall be contacted either on shift or at the number provided to determine if they
25 would like to have their next preference or another selection that may be available. Employees not
26 contacted in person (or on the phone) shall have a message left informing them that they have one
27 hour to return the call or their vacation will be determined based on the request submitted (moving to
28 their next preferred dates until something is available.) The process above shall be repeated for the

2nd round selections as well. After the 2nd round selections, all remaining requests (from the up to 6 requests) will be reviewed for approval based on seniority (all considered to be submitted on March 1st).

C. Vacation requests received after March 1st shall be considered and approved on the basis of the date the request is received by the Department and the availability of slots identified in Paragraph E of this Section, below. Notification to the employee will be made within fifteen (15) days of a requested vacation slot becoming available.

D. If any vacation slots remain available, a Detention Officer may submit a request to use one or more vacation slots. The request must be submitted three (3) days in advance of the requested leave.

E. The number of vacation slots available for Detention Officers for each shift shall be as follows:

Day Shift (M-F): 5

Day Shift (weekends): 3

Swing Shift: 3

Graveyard: 2

If only one day in a full week vacation request (5 day week or 4 day week) is above the limits defined above, the leave shall be granted. This rule will be followed for annual bids for all requests meeting this criteria. For vacation requests after the annual bid, only one employee per shift will be granted the conflicting day off. Additional requests may be granted based on operational needs of the division.

F. Upon request of either party, on or about January 15 of each calendar year, the parties will meet to determine if additional vacation slots will be made available for the coming year (April 1 – March 31).

G. Employees who transfer or rebid to a different shift shall maintain their vacation bid.

H. If a vacation bid is canceled due to illness, injury, termination, leave of absence, etc., the vacation period will be filled from the waiting list established in accordance with Section C

1 of this Article.

2 **Section 7.** Employees eligible for paid leave may accrue up to sixty (60) days vacation
3 calculated/adjusted to reflect the normal bi-weekly schedule not to exceed 432 hours for employees
4 on a bi-weekly schedule of 72 hours and 480 hours for those employees on a bi-weekly schedule of
5 80 hours. Employees must use vacation leave in excess of the maximum accrual amount on or before
6 the last day of the pay period that includes December 31 of each year. Failure to use vacation leave
7 beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
8 maximum amount unless the Division Director has approved a carryover of such vacation leave
9 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
10 the County.

11 **Section 8.** Employees eligible for paid leave shall not use or be paid for vacation leave until
12 it has accrued and such use or payment is consistent with the provisions of this Article.

13 **Section 9.** In cases of separation from County employment by death of an employee with
14 accrued vacation leave and who has successfully completed his/her first six (6) months of County
15 service in a paid leave eligible position, payment of unused vacation leave up to the maximum
16 accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by
17 state law, RCW Title 11.

18 **Section 10.** If a regular employee eligible for paid leave resigns from County employment or
19 is laid off and subsequently returns to County employment within two years from such resignation or
20 layoff, as applicable, the employee's prior County service shall be counted in determining the
21 vacation leave accrual rate under Section 1.

22 **Section 11.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of
23 the Division Director/designee.

24 **Section 12.** Employees who are in a probationary period as a result of promotion shall be
25 entitled to use vacation time accrued in their prior position while they are in a probationary status in
26 their new position subject to the approval of the Director of DAJD or designee. This provision does
27 not restrict an employee's use of accrued leave for a qualifying event under the Washington Family
28 Care Act.

1 **Section 13. Leave Cancellation:**

2 Employees must provide a minimum of twenty-four (24) hours of notice prior to cancelling
3 annually bid leave, unless there are circumstances that prevent the employee from providing notice
4 within twenty-four (24) hours. Employees shall provide a minimum of eight (8) hours of notice prior
5 to cancelling all other approved leave, unless there are circumstances that prevent and employee from
6 providing notice within eight (8) hours and if cancelling their leave and working would prevent
7 another employee from having to work mandatory overtime.

8 **ARTICLE 8: SICK LEAVE**

9 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
10 accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding
11 overtime. The employee is not entitled to sick leave if not previously accrued.

12 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
13 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
14 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any
15 vacation leave used for sick leave must be reimbursed to the County upon termination. This
16 provision does not restrict an employee's use of accrued leave for a qualifying event under the
17 Washington Family Care Act. During the first twelve (12) months of service in a paid leave eligible
18 position, employees not eligible for family medical leave under federal or state law or county
19 ordinance shall be entitled to up to thirty (30) days of unpaid job-protected leave for a qualified
20 industrial injury incurred in a reported use of force. For purposes of this section, a "qualified
21 industrial injury" is an injury for which the employee receives worker's compensation benefits.

22 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
23 employee. Sick leave may be used in quarter (1/4) hour increments.

24 **Section 4.** The County is responsible for the proper administration of the sick leave benefit.
25 The County can require an employee to submit verification of illness from a licensed practitioner for
26 any requested sick leave absence if abuse is suspected.

27 **A.** Employees shall complete an absence request form, or equivalent, on the first day
28 back to work after an illness. Employees may be required to provide a physician's verification of any

1 absence for medical reasons of five (5) consecutive work days or more.

2 **B.** Employees may be required to provide a physician's verification for any absence
3 of less than five (5) consecutive work days if there is a specific concern regarding the validity of an
4 employee's absence or ability to safely return to work. Employer will make a reasonable effort to
5 inform the employee of the need for such verification prior to his/her return to work. Except in
6 exigent circumstances, failure to make a reasonable effort to inform the employee shall relieve the
7 employee of the medical verification requirement.

8 **C.** It shall be the employee's responsibility to notify the Department when submitting
9 their absence request form, or equivalent, and/or medical verification that the leave is being requested
10 pursuant to either the Family Medical Leave Act (FMLA) or King County Family Medical Leave Act
11 (KCFML). If either FMLA or KCFML is being requested, a statement explaining the qualifying
12 event for the leave shall be included with the absence request or medical verification. Requested
13 FMLA or KCFML leave shall be administered by the County in compliance with all applicable
14 federal, state and local laws.

15 **Section 5.** Separation from or termination of County employment except by reason of
16 retirement or layoff due to lack of work, funds or efficiency reasons shall cancel all sick leave
17 accrued to the employee as of the date of separation or termination. Should a regular employee
18 resign or be laid off and return to County employment within two years, accrued sick leave shall be
19 restored.

20 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
21 least five (5) years of County service and who retire as a result of length of service or who terminate
22 by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as
23 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
24 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
25 mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary
26 Association (VEBA), this cash out shall be subject to those provisions.

27 **Section 7.** Accrued sick leave may be used for the following reasons:

28 **A.** The employee's bona fide illness; provided, that an employee who suffers an

1 occupational illness may not simultaneously collect sick leave and worker's compensation payments
2 in a total amount greater than the regular pay of the employee;

3 **B.** The employee's incapacitating injury, provided that:

4 **1.** An employee injured on the job may not simultaneously collect sick leave
5 and worker's compensation payments in a total amount greater than the regular pay of the employee;

6 **C.** Exposure to contagious diseases and resulting quarantine.

7 **D.** An employee's temporary disability caused by or contributed to by pregnancy and
8 childbirth.

9 **E.** The employee's medical, ocular or dental appointments, provided that the
10 employee's Division Director or designee has approved the use of sick leave for such appointments.

11 **F.** To care for the employee's child or the child of an employee's domestic partner if
12 the following conditions are met:

13 **1.** The child is under the age of eighteen (18);

14 **2.** The employee is the natural parent, stepparent, adoptive parent, legal
15 guardian or other person standing *in loco parentis* to the child;

16 **3.** The employee's child or the child of an employee's domestic partner has a
17 health condition requiring the employee's personal supervision during the hours of his/her absence
18 from work;

19 **4.** The employee actually attends to the child during the absence from work.

20 **G.** Employees shall be entitled to use accrued sick leave or vacation leave where such
21 employee is required to care for immediate family members who are seriously ill. There shall be no
22 limit on the use of sick leave to care for children under "F" of this Section.

23 **H.** Up to one (1) day of sick leave may be used by an employee for the purpose of
24 being present at the birth of his/her child. Nothing in this subsection shall be construed to limit the
25 employee's rights to leave under the Federal, State or King County leave laws.

26 **Section 8.** For a qualifying leave under the Washington Family Care Act, the employee may
27 use any type of accrued leave, at their option. For a leave that does not qualify under the Washington
28 Family Care Act, the following applies: An employee who has exhausted all of his/her sick leave

1 may use accrued vacation leave as sick leave before going on leave of absence without pay. After
2 four (4) days of vacation leave have been used as an extension of sick leave during each six (6)
3 month period of a calendar year (January through June, July through December), subsequent use of
4 vacation leave for such purpose may only be used if prior approval has been provided by his/her
5 manager.

6 **Section 9.** Sick leave may be used only for absences from a regular scheduled work shift.

7 **Section 10.** For purposes of this Article, the definition of immediate family is provided under
8 Article 9, Section 3.B.

9 **Section 11.** Employees who are in a probationary status shall not be denied the valid use of
10 accrued sick leave.

11 **Section 12.** Nothing in this Article limits employees' rights to leave under the Federal, State
12 or County leave laws. In the event this Article provides lesser leave rights than Federal, State or
13 County leave laws, the applicable laws shall govern.

14 **ARTICLE 9: GENERAL LEAVES**

15 **Section 1. Donation of Leaves:** An employee eligible for paid leaves may donate a portion
16 of his/her accrued leaves to a leave accrual eligible employee in accordance with Chapter 3.12 of the
17 King County Code (K.C.C.).

18 **Section 2. Leave - Organ Donors:** The manager shall allow all employees eligible for paid
19 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
20 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days
21 paid leave, which shall not be charged to sick or vacation leaves in accordance with Chapter 3.12 of
22 the K.C.C.

23 **Section 3. Bereavement Leave:**

24 **A.** Employees eligible for leave benefits shall be granted up to five days, maximum
25 40 hours, (pro-rata for part-time) bereavement leave per qualifying death of a member of the
26 employee's immediate family.

27 **B.** Immediate family shall be defined as the employee's spouse or WA state registered
28 domestic partner, and the parent, grandparent, child, son or daughter-in-law, grandchild, sibling of the

employee, employee's spouse or the employee's WA state registered domestic partner.

C. Employees who are not benefit eligible for paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

D. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

E. Employees that request bereavement leave may be asked by their supervisor to describe their relationship to the deceased. If the supervisor has a specific concern regarding the validity of the employee's request to take bereavement leave, the employee may be asked to provide object information (e.g. obituary, newspaper article) related to death.

Section 4. Leave - Examinations: Employees eligible for paid leaves shall be entitled to necessary time off with pay for the purpose of participating in County qualifying or promotional examinations. This shall include time required to complete any required interviews.

Section 5. Jury Duty:

A. Employees eligible for paid leaves who are ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees shall report back to their supervisor when dismissed from jury service.

B. There shall be a one (1) day schedule adjustment provided that employees must notify management at least two (2) weeks in advance of serving on jury duty in order to allow their schedule to be adjusted if the jury duty would require the employee to serve on their regularly scheduled day off.

Section 6. Leave for Volunteer Service: Employees may use up to three days of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per collective bargaining and department leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

2 **Section 1. Standard Work Period:** Except as otherwise provided in this article, the standard
3 bi-weekly work period shall consist of eighty (80) hours, with a standard workday of eight (8) hours,
4 and two (2) consecutive days off each week (employees in the classifications of Detention Officer,
5 Cook/Baker, Cook/Baker - Lead and Health Care Assistants shall have a thirty (30) minute lunch
6 break per shift, during which time the employee shall remain available for duty). Nothing in this
7 section shall entitle an employee who is changing their regular schedule (i.e. annual scheduled bid,
8 temporary reassignment, etc.) to consecutive days off during the transition to their new schedule.

9 **Section 2. Employees Eligible to Work a Seventy-Two (72) Hour Work Period:** Employees
10 working a bi-weekly schedule of seventy-two (72) hours as of the final ratification of this contract,
11 are eligible to retain this option. For these employees, the normal workday shall be eight (8) hours
12 (employees in the classifications of Detention Officer, Cook/Baker, Cook/Baker - Lead and Health
13 Care Assistants shall have a thirty (30) minute lunch break per shift, during which time the employee
14 shall remain available for duty). Scheduled days off shall be two (2) consecutive days one (1) week
15 and three (3) consecutive days in the next week. Provided, that any individual employee may opt
16 instead to work a standard bi-weekly work period of eighty (80) hours, with a normal workday of
17 eight (8) hours, and two (2) consecutive days off each week. Employees who exercise this option
18 will no longer be eligible to return to a seventy-two (72) hour bi-weekly work schedule.

19 **Section 3. Alternatives to Secure Detention ("ASD") Section Schedule:** For Community
20 Surveillance Officers in the ASD section, the standard workday shall consist of eight and one-half
21 hours (8-1/2) hours, with a half hour unpaid meal break.

22 **Section 4.** The parties agree that alternate work schedules may be utilized that are mutually
23 agreed upon in writing by the employee and the Juvenile Detention Division Director/designee.

24 **Section 5.**

25 **A. Weekly Overtime:** Except as otherwise provided in this Article, employees shall
26 be paid at an overtime rate of one and one half (1.5) their regular rate of pay for all compensable
27 hours worked in excess of forty (40) hours per week.

28 **B. Daily Overtime:** Full time employees shall be paid at an overtime rate of one and

one half (1.5) their regular rate of pay for actual hours worked in excess of their regularly scheduled shift as long as the extra hours are performed consecutively (immediately before or after, with no break in time) to the work shift and the employee has worked his or her regularly scheduled shift as one of the two consecutive shifts. Hours paid as daily overtime shall not be counted towards weekly overtime.

C. Sick leave shall not be included for the purposes of determining whether the overtime thresholds have been met.

Section 6. Normally, overtime work shall require prior approval of the individual's supervisor; however, overtime work may be approved after it is performed, provided the Juvenile Detention Division Director/designee determines sufficient justification is made. Attendance for assigned overtime shifts shall be subject to the same rules as attendance at an employee's regular shift; employees must call in to be excused pursuant to the same rules for excuse from a regular shift; failure to appear shall be subject to counseling and/or discipline according to regular shift attendance rules.

Section 7. Compensatory Time:

1. Employees may submit written requests for the accrual of compensatory time off (CTO) in lieu of overtime payments for working overtime as defined by this Article. The employer will approve or deny such requests in writing. Employees who accrue CTO shall be allowed to accrue up to eighty (80) straight time hours of CTO at any given time.

A. The parties agree to the following conditions on the use and accrual of CTO with the understanding that it is unduly disruptive, and creates undue hardship for the Juvenile Division to process compensatory time in any manner other than as described below.

(1). CTO must be accrued before an absence request form is submitted for its use.

(2). Staff who work shifts requiring backfill in their absence will be allowed to accrue 1 hour of CTO for every 2 hours of overtime worked with the remainder to be paid in cash. Staff who do not work in positions requiring backfill will be allowed to accrue CTO on an hour for hour basis

1 (3). The parties agree that it is reasonable for requests for CTO usage
2 to be submitted no more than sixty (60) days or less than seventy-two (72) hours in advance of the
3 requested time off date. The Chief of Operations/Security or their designee may deny the use of
4 CTO, just as any other leave, when circumstances dictate maintaining or increasing staffing to meet
5 critical needs of the
6 division.

7 (4). A maximum of eighty (80) hours of CTO can be requested to be
8 used at any one time.

9 (5). Once CTO usage is approved it may not be rescinded for requests
10 of one day or less. When CTO usage is approved, it must be the bank of time used for those hours
11 off of work.

12 (6). Employees may request a cash-out of any unused CTO they have
13 accrued at any time. Unused CTO balances may be cashed out at management discretion based on
14 the balances in the first pay period ending in December of each calendar year, with 45 days written
15 notice to all staff.

16 (7). Changes to this section shall become effective prospectively upon
17 full adoption of this agreement.

18 **Section 8.** A minimum of four (4) hours at the overtime rate shall be paid for each call-out.
19 Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at
20 overtime rates. Call-out shall be defined as that circumstance when an employee, having completed
21 the assigned shift and departed the premises, is requested by the County to return to work. Time
22 actually spent at the workplace shall be compensated for in accordance with this Section. The
23 provisions of this Section shall not apply to meeting and training sessions requiring a return to work.

24 **Section 9. Mandatory Training or Mandatory Meetings:** In the event that the department
25 requires an employee to attend a mandatory training or meeting, and such training or meeting is not
26 immediately before or after a shift, or during a shift, then a two (2) hour minimum callout will be
27 paid at the overtime rate. For mandatory trainings or meetings immediately before or after a
28 scheduled shift, the employee shall be paid for actual time spent in the training or meeting at the

1 overtime rate.

2 **Section 10. Mandatory Overtime:** The following conditions apply to the application of
3 mandatory overtime:

4 **(a). Release from Mandatory Overtime.** Whenever possible, employees shall be
5 relieved from their mandatory overtime shifts in order of reverse mandatory (the last person
6 mandatoried shall be the first eligible to be relieved).

7 **(b). Mandatory Overtime Passes.** Employees will be awarded one (1) pass at the
8 beginning of the calendar year. A pass may be used by an employee based on the following criteria:

- 9 1. No more than two passes may be used on any one shift, on a seniority basis.
- 10 2. Use of a pass must be requested at the time of notification of mandatory
11 overtime, and the Supervisor will determine eligibility, no requests for passes will be accepted after
12 the schedule has been set by the Supervisor.
- 13 3. Passes may not be used on designated County holidays.
- 14 4. Passes may not be used if the resulting bump down causes another
15 employee to be placed on mandatory overtime in excess of agreed upon policy
- 16 5. Passes may be denied if a Supervisor deems an emergency requiring all
17 available staff.
- 18 6. Grievances of this sub-section shall be limited to Step 4 of the grievance
19 procedure.

20 **Section 11. Shift Trade:** An employee shall have the right to trade a shift on the same work
21 day with another employee up to ten (10) times per year, upon their mutual agreement, and with the
22 approval of the appropriate supervisors (which shall not be unreasonably withheld.)

23 **Section 12. Daylight Savings Adjustment:** The Department will pay one hour of overtime to
24 all employees working a nine-hour shift during the fall daylight savings adjustment period.
25 Employees working during the spring daylight saving time adjustment period will either take one
26 hour of vacation or compensatory time, or one hour of leave without pay, to cover the reduction of
27 their shift from eight hours to seven.

28 **Section 13. Cancellation of Scheduled Voluntary Overtime:** Employees must provide a

1 minimum of eight (8) hours of notice prior to cancelling their scheduled overtime.

2 **ARTICLE 11: WORK OUT OF CLASSIFICATION**

3 **Section 1.** All work outside of classification and alternate assignments shall be assigned in
4 writing by the Director of DAJD or designee prior to the work being performed.

5 **Section 2. Alternate Assignments:**

6 A. Alternate assignments are time limited assignments. These assignments may be
7 assigned either within or outside of an individual's current classification. The purpose of alternate
8 assignments is to temporarily fill vacancies created by the following circumstances:

- 9 1. Special project work
- 10 2. Backfill for project work
- 11 3. Backfill for long term medical absences caused by illness/injury
- 12 4. Backfill for a vacancy during a hiring process
- 13 5. Special Assignments (i.e. Policy and Procedures, Commitment Officer)

14 **B. Duration:** The duration of alternate assignments shall be as follows:

- 15 1. Special Project work: Maximum of the duration of the Special Project
- 16 2. Backfill for Special Project: Maximum of the duration of the Special
17 Project.
- 18 3. Medical backfill: Maximum of six (6) months
- 19 4. Vacancy during hiring process: Maximum of six (6) months
- 20 5. Special assignment: Maximum of two (2) years.

21 **C. Recruitment for Alternate Assignments:**

- 22 1. The County will circulate among all staff a description of the nature of the
23 alternate assignment, the duration of the assignment, the applicable salary level, and desirable
24 qualifications. Interested candidates will be invited to apply to the appointing authority.
- 25 2. The nature of the application, and the selection process will be determined
26 by the County.
- 27 3. The appointing authority will make the final decision.

28 **D. Compensation:** Employees who work an alternate assignment shall be

1 compensated in accordance with the King County Personnel Guidelines.

2 1. Employees who work an alternate assignment within their current
3 classification or in a classification where the same pay range is the same as their current classification
4 will receive no additional compensation.

5 2. Employees who work an alternate assignment outside of their normal
6 classification, including short-term and substitute supervisors, where the pay range is greater than
7 their current classification will receive the step that is closest to five percent (5%) higher or Step 1 of
8 the new classification, whichever is greater.

9 3. Employees who work an alternate assignment outside of their normal
10 classification where the pay range is less than their current classification will receive their normal rate
11 of pay for the duration of the alternate assignment.

12 **E. Seniority:** Employees who work alternate assignments shall accrue seniority only
13 within their regular classification.

14 **ARTICLE 12: REDUCTION IN FORCE**

15 **Section 1.** Regular employees selected for layoff as a result of efficiencies, lack of funds
16 and/or a lack of work shall be laid off according to seniority in classification.

17 **Section 2.** An employee designated for layoff within a specific classification may move to
18 another unit or position within that classification based on their seniority in the classification. Where
19 multiple staff occupy the same unit, shift, or days off, the least senior staff person within the group
20 will be displaced. If there is no position within classification to which the employee can move, the
21 employee may select a position in a job classification previously worked at the agency, based on total
22 agency seniority, provided:

23 A. That any required probation period was satisfactorily completed; and,

24 B. The demonstrated job performance in the former classification was at acceptable
25 standards.

26 **Section 3.** Employees subsequently displaced as a result of the selection made by the laid off
27 employee, may in turn exercise their lay-off rights as described above.

28 In the event an employee does not submit a position selection, the employee will be

1 placed in the last remaining slot after all selections have been made.

2 **Section 4. Seniority Calculation:** For the purposes of this Agreement, seniority shall be
3 defined as length of continuous regular service without a break in that service. Classification
4 seniority shall include seniority accrued within the current job class while employed by the former
5 Department of Youth Services.

6 A. Calculation of seniority will be based on service date within classification, or a
7 promotional position in the same division, or lateral position in the same bargaining unit. If an
8 employee is demoted, or bumped back to a previously held position, he/she may bring their time in
9 service in the promotional or lateral position back with him/her, provided he/she returns to the
10 bargaining unit within two (2) years, or as the result of a layoff. The service date is adjusted for
11 unpaid leaves of absence that exceed 30 calendar days, unless otherwise required by law.

12 B. Part-time regular employees will accrue seniority, based on a prorated formula in
13 accordance with the number of hours worked during the calendar year, not to exceed a full-time
14 accrual rate.

15 C. No employee shall lose seniority due to an absence caused by an on-the-job injury
16 and otherwise as provided by law (i.e. military leave).

17 **D. Seniority Tie-Breaker:** In the event there are two or more employees within the
18 Juvenile Detention Division of DAJD with the same classification and seniority, the tiebreaker shall
19 be based upon total DAJD Juvenile Detention Division seniority, which shall include seniority
20 accrued with the former Department of Youth Services. If seniority is still tied, the next tiebreaker
21 shall be based upon total King County seniority. If seniority is still tied, then the Guild will decide by
22 a coin flip or some other random method. Once the random method is utilized to break the tie, the
23 order shall be reversed (or rotated) on an annual basis.

24 **Section 5. Re-call Rights:** Regular employees laid off or bumped due to lack of work or lack
25 of funds; or terminated due to no vacancies available for reversion rights (per Article 15, Section 5)
26 shall have re-employment rights to the same kind and level of position held at the time of layoff if
27 such a position becomes available within two (2) years from the date of layoff. Laid-off regular
28 employees shall have recall rights to any vacant position within their classification. In such cases, the

seniority status accrued at the time of layoff shall be reinstated when the employee returns to regular employment with the Juvenile Detention Division of DAJD.

Section 6. Cash Out Upon Layoff: Regular employees shall be paid in cash upon layoff from County employment for any vacation accrued or may elect to retain their accrued vacation for one (1) year to be restored to the employee when recalled to work. If the employee is not recalled within one (1) year, a cash payment shall be made for the accrued amount.

ARTICLE 13: GRIEVANCE PROCEDURE

Section 1. Statement of Purpose: The Guild and County recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest level of supervision. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

Section 2. Definitions and Conditions:

A. Grievance: A grievance is an allegation made by an employee that the County has not correctly applied the written provisions of this Agreement. The Guild or an employee must file a grievance within twenty-one (21) calendar days of the event or knowledge of the event. Temporary, provisional, term-limited temporary and probationary employees may not grieve a termination.

B. Class Action Grievance: A class-action grievance is an allegation made by the Guild that the County has not correctly applied the written provisions of the Agreement. Only the Guild representative/designee may file a grievance form at Step 2 on behalf of affected employees. The Guild representative/designee must file the grievance form within twenty-one (21) calendar days of the event or knowledge of the event.

C. Grievance Form: A grievance form is a mutually agreed document between the parties that will include, but is not limited to, the following information: date the grievance was filed by the employee, date the grievance is received by the supervisor/designee, nature of the grievance, when the event occurred, who is affected, identification of the provisions of the Agreement that apply, and the remedy sought. An incident report form may substitute for a grievance form if the

grievance alleges that a post assignment violates an express term of this Agreement, provided that all other provisions of this grievance procedure apply to such grievances.

Section 3. Grievance Steps: An employee must file a grievance form, as provided under Section 2-A and C, with the Juvenile Division Director/designee and provide a copy to his/her elected Guild area representative/designee. The Juvenile Division Director/designee shall direct the grievance to the appropriate decision maker, as follows:

A. Step 1:

1. A Step 1 grievance is addressed by the Chief/Manager or designee. A Step 1 grievance will automatically be waived to Step 2 if it addresses an issue that is above the supervisor's level of authority. A Step 1 grievance may not be delegated to an acting supervisor who is a member of the Guild.

2. The Chief/Manager or designee will have thirty (30) calendar days from receipt of the timely filed written grievance in which to meet with the employee and the elected Guild area representative or Guild president/designee and provide a written response. A copy of the written response will be provided to the meeting attendees, the Guild's judicial officer and the employee's Division Director.

3. If the written response does not resolve the grievance, the Guild representative/designee has thirty (30) calendar days in which to submit a written request to the employee's Division Director/designee for a Step 2 meeting.

4. The employee must decide whether he/she will pursue his/her grievance through the grievance process under the Personnel Guidelines prior to a request for a Step 2 meeting. If the employee pursues his/her grievance under the Guidelines, it will be withdrawn from this grievance process.

B. Step 2:

1. The Division Director/designee will have thirty (30) calendar days from receipt of the timely written request for a Step 2 meeting in which to meet with the employee and the elected Guild area representative and/or Guild president/designee and provide a written response. A copy of the written response will be provided to the meeting attendees, the Guild's designated

1 representative and the Director of DAJD. A Step 2 grievance will automatically be waived to Step 3
2 if it addresses an issue that is above the Division Director's level of authority.

3 2. Class action grievances may be filed as provided under Section 2.B. The
4 meeting will only be with the Guild representative/designee and Guild president/designee. A copy of
5 the written response will be provided to the meeting attendees, the Guild's judicial officer and
6 Director of DAJD.

7 3. If the written response does not resolve the grievance, whether such
8 grievance is filed by an employee or is class action, the Guild representative/designee has thirty (30)
9 calendar days in which to submit a written request for a Step 3 meeting to the Director of DAJD or
10 designee.

11 Should the County fail to meet the timelines as noted in Step 1 or Step 2, the grievance will
12 automatically proceed to the next step in the grievance process. Should the grieving party or the
13 Guild fail to meet the timelines as noted in Step 1 or Step 2, the grievance will be considered
14 resolved.

15 **C. Step 3:**

16 1. The Director of DAJD or designee will have thirty (30) calendar days from
17 the receipt of the timely written request for a Step 3 meeting in which to meet with the employee
18 (unless it is a class action grievance), Guild representative/designee and Guild president/designee and
19 provide a written response. A copy of the written response will be provided to the meeting attendees,
20 the Guild's judicial officer and the Labor Negotiator in the Office of Labor Relations.

21 2. If the written response does not resolve the grievance, the Guild
22 representative/designee has thirty (30) calendar days in which to submit a written request for a Step 4
23 meeting to the Labor Negotiator in the Office of Labor Relations.

24 **D. Step 4:**

25 1. The Labor Negotiator will have thirty (30) calendar days from the receipt of
26 the timely written request for a Step 4 meeting in which to meet with the employee (unless it is a
27 class action grievance), Guild representative/designee and Guild president/designee and provide a
28 written response.

2. If the written response does not resolve the grievance, the Guild representative/designee has thirty (30) calendar days from the written response in which to submit a written request to the Labor Relations Director of the Office of Labor Relations/designee, advancing the grievance to arbitration.

Section 4. Arbitration:

A. In the event that arbitration is timely requested, the parties will meet to select an arbitrator. If they are unable to select an arbitrator, they will request from the Public Employment Relations Commission (PERC), or other agreed-upon service, a list of seven (7) arbitrators. The first opportunity to strike from shall be determined by a flip of the coin.

B. An arbitrator will have no authority to make a decision or issue a remedy that changes, alters, detracts from or adds to the Agreement. The arbitrator will only have the authority to decide whether the County had or had not correctly applied the written provisions of the Agreement and to award a remedy based on the written provisions of the Agreement.

C. The arbitrator's fee and expenses will be paid equally by the parties. Each party shall bear the cost of any witnesses appearing on the party's behalf. Each party shall bear the cost of preparation and presentation of the matter and all costs associated with the hiring/retaining of attorneys in presenting the party's case.

D. No matter may be arbitrated which the County has no authority over and/or has no authority to change, or has been processed under dispute resolution procedures not provided under the Agreement.

E. The arbitration hearing will be conducted under the rules and regulations set forth by PERC.

Section 5. Timelines and Forfeiture: Timelines may be extended by mutual written agreement or as otherwise agreed to by the parties.

Section 6. Alternative Dispute Resolutions:

A. **Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing an unfair labor practice charge with the PERC, the complaining party will notify the other party, in writing and the parties will discuss whether a meeting might potentially resolve the matter unless the

1 deadline for filing with the PERC would otherwise pass or the complaining party is seeking a
2 temporary restraining order as relief.

3 **B. Mediation:** Either party may request mediation following a Step 3 response that
4 does not resolve the grievance. Should both parties agree they will meet with a mediator and try to
5 resolve the grievance. In the event that the grievance is not resolved, the Guild will have thirty (30)
6 calendar days from the close of the mediation session in which to submit a written request for
7 arbitration to the Labor Relations Director of the Office of Labor Relations/designee.

8 **ARTICLE 14: NON-DISCRIMINATION**

9 The County or the Guild shall not unlawfully discriminate against any employee with respect
10 to compensation, terms, conditions or privileges of employment because of race, color, creed,
11 religion, national origin, age, gender, gender identity, sexual orientation, marital status, political
12 affiliation, honorably discharged veteran or military status, or the presence of any physical, mental or
13 sensory disability.

14 **ARTICLE 15: POSITION OPENINGS AND SHIFT/FURLOUGH BIDDING**

15 **Section 1. Shift and Furlough Bids:** Employees may bid for shift and furlough assignments.

16 **A. Annual bidding:** Shift and furlough assignments shall be made based on seniority
17 within classification on an annual basis during first quarter of each calendar year. After the annual
18 shift and furlough bidding process is complete, a one-time seniority bid will be conducted for
19 employees to submit bids for transfer to an open shift and furlough left vacant from the annual
20 bidding.

21 **B. Open Bidding:** After the annual bidding process, including the one-time bid,
22 employees may submit bids at any time for shift and furlough vacancies that may occur in the future.
23 Open bids shall be assigned based on seniority at the time a position is filled by the Department.

24 **Section 2. Bid Process:**

25 **A. Annual rotation:** Employees must submit bids for annual rotation on the
26 approved form within the timelines established by the Department. Each bid must indicate the
27 desired shift and days off.

28 **B. One-time bid:** Employees must submit bids for the one-time bid that occurs after

the annual rotation within the timelines established by the Department. Each bid must indicate the desired shift and days off.

C. Open Bidding: Bids must be on file prior to the initial position (shift/furlough) in a sequence becoming vacant in order to be considered for that position or any subsequent opening, which may occur as a result of that vacancy. For the purpose of this Section, the date of the initial position becoming vacant means the date a resignation letter or a termination form is received and date/time stamped by DAJD Juvenile Detention Division; at the time a new job offer is accepted on a promotion; at the time a transfer request is approved; or at the time the termination/demotion of an employee is formalized in writing by the Juvenile Detention Division Manager or designee.

Section 3. General Provisions:

A. Employees must accept shift/furlough assignments when offered as a result of bid. If the employee refuses, the employee's name will be removed from bid system for six (6) months.

B. Employees serving a probationary period due to being reinstated within two (2) years after a medical termination or layoff may participate in the bid system. All other employees on probationary status and all employees on written performance improvement plans may not participate in the bid system.

C. Employees may not change shifts/furlough as a result of job bid requests more than once in a twelve (12) month period.

D. When a shift/furlough slot is accepted or rejected by the employee as a result of a bid, all other bids the employee has on file are canceled. Bids may be resubmitted when the employee again becomes eligible.

E. Once bids are on file they remain on file until the next Annual bid, unless canceled by the employee or canceled subject to Paragraph D in this section.

Section 4. Hiring Decisions Not Grievable: Hiring decisions shall be the sole province of management and as such are not grievable under the terms of this Agreement.

Section 5. Consistent with King County Personnel Guidelines, regular employees promoted within the Department who do not complete their probationary period shall have a right to return to the job slot previously held within the bargaining unit if still vacant or to a vacant position within the

1 same bargaining unit in the same classification within full seniority rights (less an adjustment for time
2 spent in the other classification.) If no vacancy exists, the employee shall have recall rights as
3 outlined in Article 12, Section 5 but shall not be considered laid off. This right shall not apply to
4 employees facing a disciplinary termination.

5 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

6 **Section 1. No Work Stoppages:** The County and the Guild agree that the public interest
7 requires efficient and uninterrupted performance of County services and to this end pledge their best
8 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not
9 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
10 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
11 County functions by employees under this Agreement and, should same occur, the Guild agrees to
12 take appropriate steps to end such interference. Any concerted action by employees shall be deemed
13 a work stoppage if any of the above activities have occurred.

14 **Section 2. Guild's Responsibilities:** Upon notification in writing by the County to the Guild
15 that any of its members are engaged in work stoppage, the Guild shall immediately, in writing, order
16 such members to immediately cease engaging in such work stoppage and provide the County with a
17 copy of such order. In addition, if requested by the County, a responsible official of the Guild shall
18 publicly order such employees to cease engaging in such a work stoppage.

19 **Section 3. Disciplinary Action:** Any employee who commits any act prohibited in this
20 Section will be subject to the following action or penalties:

21 A. Discharge.

22 B. Suspension or other disciplinary action as may be applicable to such employee.

23 **ARTICLE 17: TEMPORARY EMPLOYEES**

24 **Section 1.** The starting times, work schedules and work location for temporary employees
25 shall be determined by the employer other than Juvenile Detention Officers. For Juvenile Detention
26 Officers, the employer agrees to negotiate the use of temporary employees and their hours and
27 working conditions prior to their implementation.

28 **Section 2.** Temporary employees shall not accrue seniority. However, provided there is no

1 break in service, temporary employees who are subsequently hired as regular employees shall be able
2 to apply fifty percent (50%) of straight-time hours worked in temporary positions toward the
3 probationary period required of all new regular employees. Credit for hours worked shall be rounded
4 to the nearest half month. Example: Employee works 800 hours immediately preceding appointment
5 to regular position. The probation period is reduced from twelve (12) months to nine and one-half
6 (9-1/2) months.

7 **Section 3.** Temporary employees, except term-limited temporary, shall not be eligible to
8 receive insured benefits or paid leaves. However, temporary employees who have worked in excess
9 of 936 straight time hours in a year shall receive compensation in lieu of leave benefits at the rate of
10 15% of the gross pay for all hours worked, paid retroactive to the first hour of employment, and for
11 each hour worked thereafter. The employee will also receive a one-time only payment in an amount
12 equal to the direct cost of three months of insured benefit, as determined by Human Resources
13 Division of the Department of Executive Services, and, in lieu of insured benefits, an amount equal to
14 the direct cost to the County for each employee for whom insured benefits are provided, prorated to
15 reflect the affected employee's normal work week, for each hour worked thereafter. Such additional
16 compensation shall continue until termination of employment or hire into a full-time regular, part-
17 time regular or term-limited temporary position. Further, employees receiving pay in lieu of insured
18 benefits may elect to receive the medical component of the insured benefit plan, with the cost to be
19 deducted from their gross pay; provided, that an employee who so elects shall remain in the selected
20 plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited
21 temporary position, or service of an appropriate notice of change or cancellation during the employee
22 benefits annual open-enrollment.

23 **Section 4. Overtime:** Temporary employees shall be compensated at one and one-half times
24 the regular hourly rate of pay for all hours worked in excess of 40 hours in a work week. The work
25 week is defined as Saturday through Friday.

26 **ARTICLE 18: TIME, SPACE AND PROPERTY**

27 **Section 1. Work Time:** The Department shall afford Guild representatives a reasonable
28 amount of time while in on-duty status to consult with appropriate management officials and/or

1 aggrieved employees, provided that the Guild representatives and/or aggrieved employees contact
2 their immediate supervisors, indicate the general nature of the business to be conducted, and request
3 necessary time without undue interference with assignment duties. Time spent on such activities
4 shall be recorded by the Guild representatives on a time sheet provided by the supervisor. Guild
5 representatives shall guard against use of excessive time in handling such responsibilities.

6 **Section 2. Leave Of Absence:** An employee elected or appointed to office in the Guild
7 which requires a part or all of his/her time may be given leave of absence without pay upon
8 application and approval of the Director of DAJD/designee.

9 **Section 3. Facilities:** DAJD space and facilities may be used by the Guild for the purpose of
10 holding meetings subject to the established policies governing the use of facilities.

11 **Section 4. Material:** The County recognizes that certain minimal use by the Guild of County
12 equipment and facilities is consistent with County business needs. Employees who are designated by
13 the Guild as representatives may make limited use of County telephones, fax machines, copiers and
14 similar equipment for the use of contract administration. Use of phones or fax machines shall not be
15 for long distance calls. In addition such employee representatives may use the County electronic
16 mail system for communications relating to contract administration. Any use of County equipment or
17 facilities must be brief in duration and accumulation, and which does not interfere with or impair the
18 conduct of official County business. The contours of this right are meant to parallel the County
19 policy as regards to the use of County telephones for personal calls as well as the County's
20 Acceptable Use policies. The Guild understands that any communication sent on County equipment
21 may be monitored by the County to the extent permitted by law. Any communication must adhere to
22 any and all County policies relating to proper communication in the workplace.

23 **Section 5. Postings:** The employer agrees to permit the Guild to post on County bulletin
24 boards, the announcement of meetings, election of officers, and any other Guild material which is not
25 prohibited by state law or County ordinance.

26 **ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN**

27 King County presently participates in insured medical, dental, vision, accidental death and
28 dismemberment, long-term disability and life insurance plans. The general terms of the plans are

outlined in Addendum B. The benefits agreement for 2017 and 2018 is attached as Addendum B, Attachment A, Attachment B, and Attachment C. Additional benefits attached as Addendum C (with attachment) and Addendum D (with attachment).

ARTICLE 20: SAVINGS CLAUSE

Should any part hereof or any provision in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 21: WAGE RATES

Section 1. Pay Ranges: Pay ranges and pay range assignments for each classification is set forth in Addendum A.

Section 2. Step Increases:

A. Notwithstanding the (twelve) 12-month probationary period, employees shall be advanced to the next step upon satisfactory completion of the first six (6) months of employment. Additionally, upon successful completion of probation, the employee shall be advanced to the next step.

B. Annual step increases will be given after the first two increases described in Section 2.A, if the employee's work performance and work habits are satisfactory, and until such time that the employee has reached Step 10. Employees shall commence receiving the next higher pay step within their classification on January 1st of the next calendar year, provided they have completed probation by September 30 of the previous year.

Section 3. Wages: The wage rate for 2017 shall be increased by 2.25 percent.

A. Effective upon ratification of this agreement, the meal service and coffee service to staff will be eliminated. Employees shall receive a \$.40/hour base wage increase in exchange for the elimination of meal and coffee service, retroactive to January 1, 2018.

1. The County shall ensure that there will be adequate refrigeration space,

break room space, and facilities to re-heat food. The County agrees to provide adequate facilities for the disposal of garbage and recyclables near the break area. The County agrees to make reasonable efforts to maintain appliances in working order.

B. The wage rate for 2018 shall be increased by 2.5% as a general wage increase (GWI).

C. Effective January 1, 2018, all Juvenile Detention Officers, Community Surveillance Officers, Orientation and Assessment Specialists, Recreation Coordinators, Training Coordinators, Community Corrections Placement Specialists, and Restorative Justice Coordinator, shall receive a 2% market adjustment.

D. Effective January 1, 2018, all Health Care Assistants will receive a 7.2% market adjustment.

Section 4. FTO Program: Effective January 1, 2018, employees trained and assigned to perform as a field training officer (or "FTO") shall be eligible for a four percent (4%) premium for the assignment as a field training officer. A maximum of seven Field training officers will be selected by an open and competitive process. Management has sole discretion to determine the number of field training officers to be selected. FTO premium is paid on all hours in paid status, except use of compensatory time, in which case the premium is paid at the time of accrual of compensatory time.

Section 5. Shift Differential: Employees who are assigned to 2nd shift or 3rd shift receive a one percent (1%) shift premium. Late rover shifts shall be considered 2nd shift for purposes of shift premium.

Section 6. Education Incentive Pay: Effective January 1, 2018, all staff in the following classifications shall be eligible for education incentive pay:

Juvenile Detention Officers

Community Surveillance Officers

Community Corrections Placement Specialists

Orientation and Assessment Specialists

Training Coordinators

1 Recreation Coordinators

2 Education Incentive Pay shall be as follows:

3 Associate's Degree in a relevant field, or an equivalent number of credit hours based on
4 Division Director discretion, from an accredited college or university- 1% added to base hourly wage.

5 Bachelor's Degree in a relevant field, based on Division Director discretion, from an
6 accredited college or university- 2% added to base hourly wage.

7 Master's Degree in a relevant field, based on Division Director discretion, from an accredited
8 college or university- 3% added to base hourly wage.

9 Employees may only receive one educational incentive pay, either the Associate's,
10 Bachelor's, or Master's incentive. The incentive rate will be converted to the correct hourly amount
11 based on their range/step. As for all other incentive pays, they shall cease during no-pay periods.

12 **ARTICLE 22: MISCELLANEOUS**

13 **Section 1. Language Premium:** Employees who translate a language in the work place
14 identified by management as a language for which translation activity is necessary shall be paid five
15 hundred dollars (\$500) per year. The stipend shall be paid to eligible employees per pay period on a
16 pro-rated basis. Eligible employees shall be required to pass a language proficiency test administered
17 by the County. The employer retains the discretion to determine the number of employees that may
18 qualify for the premium.

19 **Section 2. Educational Reimbursement:** The Employer agrees to reimburse employees for
20 the cost of tuition and books when courses are taken at an accredited institution, provided that such
21 courses are related to the field of criminal justice and the employee receives a grade of "C" or better.
22 This reimbursement is limited to employees who have successfully passed their initial probationary
23 period at the time of requesting pre-approval. This reimbursement shall be limited to the IRS annual
24 cap (currently at \$5,250.00).

25 **Section 3. Limited Duty:** Employees who are injured and temporarily disabled are eligible to
26 work in a "transitional duty" status for a period consistent with DAJD policy (generally up to six (6)
27 months), provided there is an assignment available which meets the employee's restrictions.
28 Transitional duty shall consist of "restricted duty" and "alternative duty". Restricted duty consists of

1 the short-term elimination of job functions the employee is unable to perform due to temporary
2 medical restrictions. Alternative duty consists of duties that are not part of the employee's regular
3 body of work. The County's Transitional Duty and Job Accommodation Policies shall apply to Guild
4 members to the same extent as other employees who fall under the policies in the Department of
5 Adult and Juvenile Detention.

6 **Section 4. Probationary Period:** New, recalled, and reinstated career service employees serve
7 a probationary period from the date of their appointment. The probationary period for new hires shall last
8 twelve (12) months, except that employees who have previously passed probation, and are reinstated
9 within two years after a medical termination or a layoff will serve a six (6) month probationary period.
10 During this period, the employee is evaluated as a part of the final selection process; appointment to a
11 career service position is not considered final unless the employee successfully completes a probationary
12 period. Career service employees who are promoted, transferred, or demoted serve a six (6) month
13 probationary period from the date of their change in status, consistent with County personnel guidelines.
14 Employees in a probationary status are not "regular employees" for purposes of the just cause provisions
15 in Article 5 of this Agreement.

16 **Section 5. Tardiness:** The County's policy regarding allowable and disciplinable amounts of
17 tardiness in a year shall utilize a calendar year (twelve) 12-month period.

18 **Section 6. Uniform Voucher:** The County will provide an annual uniform voucher in the
19 amount of \$350 for uniforms consistent with the existing Detention Division uniform policy. New
20 hires required to purchase clothing for the Academy will do so at the expense of the County, separate
21 from the annual uniform voucher.

22 **Section 7. Code of Conduct:** The Guild agrees to the County's implementation of the same
23 Code of Conduct as is enforced in King County's adult correctional facility(ies).

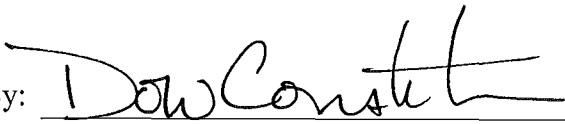
24 **Section 8. Standardized Pay Practices:** The parties agree the County has the right to
25 implement a common biweekly payroll system that will standardize pay practices and Fair Labor
26 Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining
27 agreement may be re-opened at any time during the life of this agreement by the County for the
28 purpose of negotiating these standardized pay practices, to the extent required by law.

Section 9. Food Stipend/Voucher Transport Assignment: Employees shall be entitled to a
\$9.00 food stipend/voucher when required to work transport assignments exceeding two (2) hours.

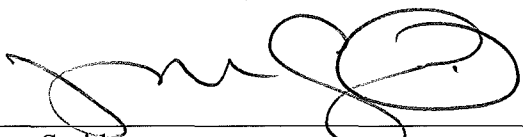
1 **ARTICLE 23: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and the King County Executive and
4 shall be in effect January 1, 2017 through December 31, 2018.

5
6 APPROVED this 18 day of SEPTEMBER, 2018.

7
8
9 By: 
10 King County Executive
11

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13 King County Juvenile Detention Guild:

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15 
16 Jason Smith
17 President
18 King County Juvenile Detention Guild
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APPENDIX A
BILL OF RIGHTS

1. Employee Rights. It is agreed that the County has the right to discipline, suspend, demote or discharge any employees for just cause.

2. Bill of Rights

2.1 Every employee who becomes the subject of an internal investigation shall be advised in writing at the time of the interview that they are suspected of:

(a) Committing a criminal offense (inclusive of a Garrity warning); or

(b) Misconduct that would be grounds for termination, suspension, or other disciplinary action; or

(c) Not being qualified for continued employment with the Department.

2.2 Any employee who becomes the subject of a criminal investigation shall have all rights accorded by the State and Federal constitutions and Washington law.

2.3 The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.

2.4 Investigations that can reasonably be anticipated to involve an economic sanction shall be handled through the procedures of the Internal Investigations Unit. Forty-eight (48) hours before any interview commences, the employee who is the subject of the investigation shall be informed, in writing, of the nature of the investigation, including the information necessary to reasonably apprise the employee of the specific allegations of such complaints. Absent emergency circumstances, employees considered as witnesses shall be provided notice of intent to interview in advance of any interview with sufficient time to consult with Guild representation.

2.5 The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Whenever practical, interviews shall be scheduled during the normal workday of the County.

2.6 At the cost of the requesting party and in accordance with Washington State Law, RCW

1 9.73, the employee or County may request that an investigative interview be recorded, either
2 mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the
3 employee under an investigation shall be provided an exact copy of any written statement the
4 employee has signed or, at the employee's expense, a verbatim transcript of the interview.

5 **2.7** Interviewing shall be completed within a reasonable time and shall be done under
6 circumstances devoid of intimidation or coercion. The employee shall be afforded an opportunity
7 and facilities to contact and consult with his or her Guild representative before being interviewed, and
8 to be represented by the Guild representative to the extent permitted by law. The employee shall be
9 entitled to such reasonable intermissions as the employee shall request for personal necessities,
10 meals, telephone calls, consultation with his or her representative, and rest periods.

11 **2.8** The employee shall not be subjected to any profane language nor threatened with
12 dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said
13 employee nor shall the employee be subjected to intimidation in any manner during the process of
14 interrogation. No promises or rewards shall be made to the said employee as an inducement to
15 answer questions. No employee will be publicly humiliated during the administrative leave process.

16 **2.9** Investigations shall be concluded within a reasonable period of time. Within a reasonable
17 period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a
18 predisciplinary hearing, the employee shall be advised of the results of the investigation and the
19 recommended disposition (which may be a range of possible dispositions) and shall be provided a
20 copy of the investigatory file.

21 **2.10** All interviews shall be limited in scope to activities, circumstances, events, conduct or
22 actions which pertain to the incident which is the subject of the investigation. Nothing in this section
23 shall prohibit the Employer from questioning the employee about information which is developed
24 during the course of the interview.

25 **2.11** Should any section, subsection, paragraph, sentence, clause or phrase in this Article be
26 declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the
27 remaining portions of this Article.

28 **2.12** The Guild recognizes the Department's effort to improve procedures involving

1 complaints against its members. In an effort to ensure that these procedures are accomplishing their
2 goals, there will be an annual review of the procedures in a meeting between the Guild and the
3 Department's Administration.

4 **2.13** The County agrees that it will not request or require any Guild member to submit to a
5 polygraph examination during an internal investigation.

6 **2.14** Fitness for Duty: The Employer retains the right to require employees to submit to
7 medical or psychological examinations when the Employer has significant evidence that could cause
8 a reasonable person to inquire as to whether an employee is still capable of performing the essential
9 functions of his or her job. Specifically, the Employer must have a genuine reason to doubt whether
10 an employee can perform job-related essential functions. Investigations into an employee's fitness
11 for duty shall be conducted in the following manner:

12 **A)** Any relevant medical history of the employee which the examining professional
13 conducting a physical or psychological evaluation requests shall be released by the employee only to
14 the examining professional.

15 **B)** The examining professional shall issue a written report to the Employer, as the
16 client, provided however, that such report shall indicate only whether the employee is fit or unfit for
17 duty, and in the event an employee is unfit, the expected prognosis and recovery period, as well as
18 any accommodations which could be made to allow an employee to return to duty.

19 **C)** If the employee believes that the conclusions of the examining professional are in
20 error, he/she may obtain an additional examination at his/her own expense, within thirty (30) days.

21 **D)** The Employer will make reasonable efforts to have the Employer's examining
22 professional make him/herself available to answer appropriate questions by the examining
23 professional who conducts the independent examination.

24 **E)** The Employer shall release documents obtained during fitness for duty exam, and
25 other supporting documents upon employee request.

**King County Juvenile Detention Guild
Department of Adult and Juvenile Detention
Juvenile Detention Division Employees**

2017 Wage Rates (+2.25%)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4200100	421108	Administrative Office Assistant	\$17.2705	\$18.0950	\$18.5267	\$18.9698	\$19.4240	\$19.8901	\$20.3670	\$20.8561	\$21.3574	\$21.8713
4201100	421212	Administrative Specialist I	\$18.9804	\$19.8901	\$20.3670	\$20.8561	\$21.3574	\$21.8713	\$22.3981	\$22.9382	\$23.4916	\$24.0591
4201200	421316	Administrative Specialist II	\$20.8679	\$21.8713	\$22.3981	\$22.9382	\$23.4916	\$24.0591	\$24.6407	\$25.2368	\$25.8470	\$26.4739
4201300	421408	Administrative Specialist III	\$22.9511	\$24.0591	\$24.6407	\$25.2368	\$25.8470	\$26.4739	\$27.1152	\$27.7736	\$28.4476	\$29.1391
5212100	521301	Community Corrections Placement Specialist	\$30.5912	\$32.0803	\$32.8621	\$33.6642	\$34.4865	\$35.3284	\$36.1912	\$37.0753	\$37.9831	\$38.9129
5210200	521102	Community Surveillance Officer	\$25.2513	\$26.4739	\$27.1152	\$27.7736	\$28.4476	\$29.1391	\$29.8475	\$30.5737	\$31.3177	\$32.0803
5213100	521401	Detention Officer	\$25.2513	\$26.4739	\$27.1152	\$27.7736	\$28.4476	\$29.1391	\$29.8475	\$30.5737	\$31.3177	\$32.0803
3421100	341202	Health Care Assistant	\$19.4344	\$20.3670	\$20.8561	\$21.3574	\$21.8713	\$22.3981	\$22.9382	\$23.4916	\$24.0591	\$24.6407
2211200	221604	Inventory Purchasing Specialist II	\$25.8623	\$27.1152	\$27.7736	\$28.4476	\$29.1391	\$29.8475	\$30.5737	\$31.3177	\$32.0803	\$32.8621
9502100	951101	Juvenile Facility Cook - Helper	\$16.0952	\$16.8599	\$17.2611	\$17.6728	\$18.0950	\$18.5267	\$18.9698	\$19.4240	\$19.8901	\$20.3670
9502200	951201	Juvenile Facility Cook/Baker	\$22.4117	\$23.4916	\$24.0591	\$24.6407	\$25.2368	\$25.8470	\$26.4739	\$27.1152	\$27.7736	\$28.4476
9502300	951301	Juvenile Facility Cook/Baker - Lead	\$24.6549	\$25.8470	\$26.4739	\$27.1152	\$27.7736	\$28.4476	\$29.1391	\$29.8475	\$30.5737	\$31.3177
5217100	521701	Orientation and Assessment Specialist	\$30.5912	\$32.0803	\$32.8621	\$33.6642	\$34.4865	\$35.3284	\$36.1912	\$37.0753	\$37.9831	\$38.9129
2441200	243225	Project Program Manager II (Restorative Justice Coordinator)*	\$34.3332	\$35.9983	\$36.8622	\$37.7469	\$38.6529	\$39.5806	\$40.5305	\$41.5032	\$42.4993	\$43.5192
3500200	351203	Recreation Coordinator	\$27.7886	\$29.1391	\$29.8475	\$30.5737	\$31.3177	\$32.0803	\$32.8621	\$33.6642	\$34.4865	\$35.3284
5245100	524702	Training Coordinator	\$30.5912	\$32.0803	\$32.8621	\$33.6642	\$34.4865	\$35.3284	\$36.1912	\$37.0753	\$37.9831	\$38.9129
5242200	524210	Volunteer Coordinator	\$32.8818	\$34.4865	\$35.3284	\$36.1912	\$37.0753	\$37.9831	\$38.9129	\$39.8648	\$40.8416	\$41.8429

**King County Juvenile Detention Guild
Department of Adult and Juvenile Detention
Juvenile Detention Division Employees**

2018 Wage Rates (+2.50% + \$.40)

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4200100	421108	Administrative Office Assistant	\$18.1123	\$18.9574	\$19.3999	\$19.8540	\$20.3196	\$20.7974	\$21.2862	\$21.7875	\$22.3013	\$22.8281
4201100	421212	Administrative Specialist I	\$19.8649	\$20.7974	\$21.2862	\$21.7875	\$22.3013	\$22.8281	\$23.3681	\$23.9217	\$24.4889	\$25.0706
4201200	421316	Administrative Specialist II	\$21.7996	\$22.8281	\$23.3681	\$23.9217	\$24.4889	\$25.0706	\$25.6667	\$26.2777	\$26.9032	\$27.5457
4201300	421408	Administrative Specialist III	\$23.9349	\$25.0706	\$25.6667	\$26.2777	\$26.9032	\$27.5457	\$28.2031	\$28.8779	\$29.5688	\$30.2776
5212100	521301	Community Corrections Placement Specialist*	\$32.4013	\$33.9582	\$34.7755	\$35.6141	\$36.4738	\$37.3540	\$38.2561	\$39.1804	\$40.1295	\$41.1016
5210200	521102	Community Surveillance Officer*	\$26.8184	\$28.0967	\$28.7671	\$29.4555	\$30.1602	\$30.8831	\$31.6238	\$32.3830	\$33.1609	\$33.9582
5213100	521401	Detention Officer*	\$26.8184	\$28.0967	\$28.7671	\$29.4555	\$30.1602	\$30.8831	\$31.6238	\$32.3830	\$33.1609	\$33.9582
3421100	341202	Health Care Assistant**	\$21.7940	\$22.8188	\$23.3562	\$23.9070	\$24.4717	\$25.0506	\$25.6440	\$26.2521	\$26.8757	\$27.5147
2211200	221604	Inventory Purchasing Specialist II	\$26.9189	\$28.2031	\$28.8779	\$29.5688	\$30.2776	\$31.0037	\$31.7480	\$32.5106	\$33.2923	\$34.0937
9502100	951101	Juvenile Facility Cook - Helper	\$16.9076	\$17.6914	\$18.1026	\$18.5246	\$18.9574	\$19.3999	\$19.8540	\$20.3196	\$20.7974	\$21.2862
9502200	951201	Juvenile Facility Cook/Baker	\$23.3820	\$24.4889	\$25.0706	\$25.6667	\$26.2777	\$26.9032	\$27.5457	\$28.2031	\$28.8779	\$29.5688
9502300	951301	Juvenile Facility Cook/Baker - Lead	\$25.6813	\$26.9032	\$27.5457	\$28.2031	\$28.8779	\$29.5688	\$30.2776	\$31.0037	\$31.7480	\$32.5106
5217100	521701	Orientation and Assessment Specialist*	\$32.4013	\$33.9582	\$34.7755	\$35.6141	\$36.4738	\$37.3540	\$38.2561	\$39.1804	\$40.1295	\$41.1016
2441200	243225	Project Program Manager II (Restorative Justice Coordinator)*	\$36.3136	\$38.0545	\$38.9577	\$39.8826	\$40.8298	\$41.7997	\$42.7928	\$43.8098	\$44.8512	\$45.9176
3500200	351203	Recreation Coordinator*	\$29.4712	\$30.8831	\$31.6238	\$32.3830	\$33.1609	\$33.9582	\$34.7755	\$35.6141	\$36.4738	\$37.3540
5245100	524702	Training Coordinator*	\$32.4013	\$33.9582	\$34.7755	\$35.6141	\$36.4738	\$37.3540	\$38.2561	\$39.1804	\$40.1295	\$41.1016
5242200	524210	Volunteer Coordinator	\$34.1138	\$35.7587	\$36.6216	\$37.5060	\$38.4122	\$39.3427	\$40.2957	\$41.2714	\$42.2726	\$43.2990

*=2% pay adjustment in addition to 2.50% + \$.40

**=7.2% pay adjustment in addition to 2.5% + \$.40

ADDENDUM B

MEMORANDUM OF AGREEMENT

Regarding Insured Benefits

January 1, 2017 through December 31, 2018

For Represented Benefits-Eligible Employees

By and Between King County

And

The Joint Labor Management Insurance Committee Unions

WHEREAS, certain designated representatives of King County ("County") and the Unions signatory to this Memorandum of Agreement ("Agreement") have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of negotiating the plan provisions and funding of the County's fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs ("insured benefits"); and

WHEREAS, the County and the Unions signatory hereto have agreed to a format for funding and negotiating plan provisions to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, it is the policy objective of the County that a sustainable compensation package be achieved by reducing the year-over-year growth rate of the county's overall employee compensation budget to align with the county's population-adjusted inflation rate; and

WHEREAS, the total compensation budget includes, but is not limited to, adopted expenditures for all wages, leaves, retirement contributions, and insured benefits for active employees; and

WHEREAS, the County provides total compensation in a manner that is sustainable and enables it to recruit and retain quality employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan ("HMO"), and a Preferred Provider Organization Plan ("PPO"); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose health care that is more effective and produces better health outcomes;

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. **Scope of Agreement.** This Agreement shall apply to all county employees represented by the Unions signatory hereto ("the Parties"), with the exception of employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers' Guild. In addition, this Agreement shall apply to any non-represented County employees identified by Council to be treated in the same way as the represented employees covered by this Agreement. All employees to which this Agreement applies shall be referred to as "JLMIC-Eligible Employees."
2. **Continuation of JLMIC Protected Fund Reserve.** The balance of the 2016 JLMIC Protected Fund Reserve ("PFR") shall be carried over to this Agreement and the PFR shall continue to be maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases to the cost of those insured benefits for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.
3. **County Funding Rate.**
 - A. **2017.** Commencing on January 1, 2017, the County shall maintain the same funding rate contributed in 2016 (i.e., \$1,465 per month) on behalf of each JLMIC-Eligible Employee.
 - B. **2018.** Commencing on January 1, 2018, the County shall contribute four percent (4%) more than was contributed in the prior year (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
4. **Insufficient County Funding.** To the extent that the County's funding rate identified in Paragraph 3, and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, are at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
5. **Excess County Funding.** To the extent that the County's funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provide greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.

6. **Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachments A and B, including but not limited to maintaining the 2016 JLMIC-Eligible Employees' out-of-pocket costs for the PPO Plan and HMO Plan, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The parties hereby agree to make the following modifications:
- a. Effective January 1, 2018, the definition of domestic partner shall be conformed to match State law;
 - b. Effective January 1, 2017, the JLMIC will no longer subsidize the cost of medical benefits for those eligible for early retirement; provided that, if the Affordable Care Act is repealed or substantially modified, the parties agree to reopen negotiations to address this Section 6(b).
7. **Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
8. **Supplemental Medical Plans and Healthy Incentives.** During the term of this Agreement, the JLMIC will add supplemental plan options beyond the PPO Plan and the HMO Plan for the 2018 benefit year. In addition, the JLMIC agrees to negotiate changes to the Healthy Incentives program to be effective for the 2018 benefit year; provided that, in the absence of agreement to the contrary, the County will absorb any additional cost above the status quo 2016 cost associated with those changes for the life of this Agreement.
9. **Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a "true-up meeting" no later than April 15 of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
10. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below fifteen million dollars (\$15,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the Unions signatory hereto, and one expert selected jointly by the two selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. The Panel shall be empowered to make plan design changes and/or add employee premium share and/or County contribution increases. The costs of the Panel shall be shared equally by the Parties.

11. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2019) no later than January of 2018.
12. **Agreement To All Provisions.** This Agreement supersedes any statutory or contractual provision in any existing contract that in any way conflicts with this Agreement.
13. **Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer VEBA benefits to JLMIC-Eligible Employees consistent with the program parameters outlined in the attached Memorandum of Agreement (Attachment C).
14. **Total Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party that is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
15. **Term.** This Agreement shall be in effect, upon approval of the King County Council, from January 1, 2017, through December 31, 2018.

APPROVED this _____ day of _____, 2016.

By: _____
King County Executive

ADDENDUM B
Attachment A

<i>Summary</i>	KingCare SM Gold	KingCare SM Silver	KingCare SM Bronze
<i>Annual Deductible</i>	\$300/person \$900/family	\$600/person \$1,800/family	\$800/person \$2,400/family
<i>Coinsurance (Medical)</i>	85% network 65% out-of-network	75% network 55% out-of-network	75% network 55% out-of-network
<i>Emergency Room Copay</i>	\$200	\$200	\$200
<i>Annual Out-of-Pocket Maximum Medical (Includes deductibles and coinsurance)</i>	Network: \$1,100/person \$2,500/family Out-of-network: \$1,900/person \$4,100/family	Network: \$1,600/person \$3,800/family Out-of-network: \$2,400/person \$5,400/family	Network: \$2,000/person \$4,800/family Out-of-network: \$2,800/person \$6,400/family
<i>Retail Prescription Drug</i>	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand
<i>Annual Out-of-Pocket Maximum (Rx)</i>	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family
<i>Lifetime Maximum</i>	No limit	No limit	No limit
<i>BAF</i>	\$100 per month	\$100 per month	\$100 per month

ADDENDUM B
Attachment B

<i>Summary</i>	Group Health Gold	Group Health Silver	Group Health Bronze
<i>Annual Deductible</i>	\$0	\$0	\$0
<i>Office visit Copay</i>	\$20	\$35	\$50
<i>Network Emergency Room Copay</i>	\$100	\$100	\$100
<i>Inpatient Hospital Copay</i>	\$200 then 100%	\$400 then 100%	\$600 then 100%
<i>Annual Out-of-Pocket Maximum</i>	\$1,000/person \$2,000/family Rx copay does not count towards annual out-of- pocket max	\$2,000/person \$4,000/family Rx copay does not count towards annual out-of- pocket max	\$3,000/person \$6,000/family Rx copay does not count towards annual out-of- pocket max
<i>Retail Prescription Drug</i>	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand
<i>Lifetime maximum</i>	No limit	No limit	No limit

ADDENDUM B
ATTACHMENT C
MEMORANDUM OF AGREEMENT

By and Between

King County and the Joint Labor Management Insurance Committee

Regarding

HRA VEBA

Elections and Health Benefits for 2015 and 2016

For Represented Benefits-Eligible Employees

Whereas, the parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

Whereas, the parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

Whereas, the parties have negotiated in good faith; now

Therefore, the parties hereby agree to the following HRA VEBA-related provisions:

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it. Prior to having access to HRA VEBA contributions, the employee must complete and submit an HRA VEBA enrollment packet to Benefits, Payroll and Retirement Operations (BPROS).

The following options are currently available to participating bargaining units:

a. Sick Leave Cash Out at Retirement VEBA Option: If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

b. Vacation Cash Out at Retirement Option: If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The following conditions (as well as any additional conditions required by law) apply to this Option:

- All benefit-eligible union members must complete HRA VEBA enrollment forms to establish HRA VEBA accounts.
- To access HRA VEBA contributions while an active employee, a union member must be covered by a qualified group health plan.
- If a union member opts out of King County's medical plan and is not covered under another qualified group health plan, he/she must continue to contribute \$50 a month but will be unable to access the funds until separation of employment.

- If a union member subsequently opts back into a King County medical plan (and was not covered under a qualified group health plan) then:
 - HRA VEBA funds contributed during the opt-out period may only be accessed upon separation.
 - HRA VEBA funds contributed after the opt-in period may be accessed immediately for qualified expenses.

The parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

A *Qualified Group Health Plan* is defined as a health plan that meets the minimum value requirements of the Affordable Care Act (ACA) law. For example, these may include plans sponsored by an employer or group of employers, coverage through a former employer and TRICARE but do not usually include Medicare, Medicaid, Veterans Administration (VA) coverage or individual plans purchased through the Health Insurance Marketplace (exchange).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the parties' understandings of the makeup of the individual bargaining units, the parties will meet to discuss and resolve the issue.

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June of 2014 and 2015, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.

Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, 2015, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

2. Irrevocability. Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, his/her spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

3. The parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may contribute to the efficiency of this process.

4. Total Agreement. This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the parties, and may be modified or amended only by a written amendment executed by all parties hereto.

5. Severability. The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

6. Term. This Agreement shall be effective January 1, 2014, through December 31, 2016, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

ADDENDUM C
MEMORANDUM OF AGREEMENT

Regarding Insured Benefits

By and Between

The Joint Labor Management Insurance Committee (JLMIC)

Subject: Accountable Health Networks

WHEREAS, certain designated representatives of King County (the County) and the Unions who are party to the JLMIC and are signatory to this Memorandum of Agreement (the Agreement) are empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees, pursuant to Section 7 of the JLMIC Memorandum of Agreement Regarding Insured Benefits January 1, 2017 through December 31, 2018 (Benefits Agreement); and

WHEREAS, Section 8 of the Benefits Agreement provides that during the term of the Benefits Agreement, the JLMIC will add a supplemental plan option for JLMIC-Eligible Employees, in addition to the current PPO and HMO plans to be effective January 1, 2018; and

WHEREAS, the JLMIC has negotiated adding an Accountable Health Network (AHN) plan option for JLMIC-Eligible Employees since 2015; and

WHEREAS, the JLMIC has negotiated the plan design for an AHN pursuant to Section 7 of the Benefits Agreement.

NOW THEREFORE, on April 11, 2017, the JLMIC agreed to add the AHN plan option and plan design under the terms and conditions provided below:

1. The JLMIC hereby agrees to add an AHN plan option for JLMIC-Eligible Employees beginning 2018 as described in Attachment A.

2. The JLMIC hereby agrees that as an incentive to select the AHN plan option, the annual deductible for 2018 and 2019 will be \$0 per single only with a maximum of \$400 per family. Beginning in 2020, the annual deductible rates will be \$200 per single only with a maximum of \$600 per family.

3. In the event that at least 15% of the JLMIC-Eligible Employees elect the AHN plan option during the fall 2018 open enrollment, the JLMIC shall negotiate additional short-term and/or long-term disability plan options to be implemented no earlier than 2020 should the JLMIC reach agreement on one and/or both disability plan options.

For the Joint Labor Management Insurance Committee:

Dustin Frederick, Business Manager
Public Safety Employees Union
Co-Chair, Joint Labor Management Insurance Committee

Date

For the Joint Labor Management Insurance Committee:

Denise Cobden, Union Representative
Professional and Technical Employees, Local 17
Co-Chair, Joint Labor Management Insurance Committee

Date

For King County:

Megan Pedersen, Director
Office of Labor Relations, King County Executive Office
Co-Chair, Joint Labor Management Insurance Committee

Date

For King County:

Robert Railton, Labor Relations Manager
Office of Labor Relations, King County Executive Office
Co-Chair, Joint Labor Management Insurance Committee

Date

ADDENDUM C - ATTACHMENT

Attachment A

Accountable Health Network (AHN) Plan Design for 2018 -2019*

KingCare SM AHN		
	In-Network	Out-of-network
Deductible Single/family	\$0/\$400**	\$500/\$1,500
Out-of-pocket (Deductible + copay) Single/family	\$1,100/\$2,400	\$2,500/\$5,500
Office Visit Copay/Coinsurance	\$20 (no deductible)	40%
Inpatient Hospital Copay/Coinsurance	10%	40%
Emergency Room	\$200 copay, 10% coinsurance	
Retail Prescription Drug (Mail 2x Copay)	Out-of-pocket limit on Rx drugs: \$1,500/\$3,000	
Generic	\$5 copay	
Brand Formulary	\$25 copay	
Non-Formulary	\$75 copay	
Benefit Access Fee	\$0	
Actuarial Value***	93%	

* AHN will only have the single plan design for 2018-2019.

** As an incentive to select the AHN plan option, the annual deductible for 2018 and 2019 will be \$0 per single only with a maximum of \$400 per family. Beginning in 2020, the annual deductible rates will be \$200 per single only with a maximum of \$600 per family.

*** Actuarial value: The percentage of the total average costs for covered benefits that the plan will cover. For example, the person would be responsible for 7% of the costs of the covered benefits if the plan selected has an actuarial value of 93%, on average.

ADDENDUM D
MEMORANDUM OF AGREEMENT

Regarding Insured Benefits

By and Between

The Joint Labor Management Insurance Committee (JLMIC)

Subject: Healthy Incentives and 2019 Benefits Plan Designs

WHEREAS, certain designated representatives of King County (the County) and the Unions who are party to the JLMIC and are signatory to this Memorandum of Agreement (the Agreement) are empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees, pursuant to Section 7 of the JLMIC Memorandum of Agreement Regarding Insured Benefits January 1, 2017 through December 31, 2018 (Benefits Agreement); and

WHEREAS, Section 8 of the Benefits Agreement provides that during the term of the Benefits Agreement, the JLMIC will replace the Healthy Incentives Program.

WHEREAS, on April 11, 2017, the JLMIC agreed to replace the Healthy Incentives Program with a Health and Well-Being Program to be effective January 1, 2018; and,

WHEREAS, on July 11, 2017, the JLMIC agreed that with the replacement of Healthy Incentives in 2018, the process steps for earning Gold level benefits in 2019 would also end.

NOW THEREFORE, the JLMIC agrees to the following terms and conditions to be effective January 1, 2018.

1. The JLMIC hereby agrees to replace the Healthy Incentives Program with the Well-Being Program.

2. The JLMIC hereby agrees that JLMIC-Eligible Employees will no longer be offered the opportunity to do a Wellness Assessment and an Individual Action Plan in 2018 to determine the benefits plan level for 2019.

3. The JLMIC hereby agrees that there will be only one plan design in 2019 for the HMO and PPO benefits plans, which will be consistent with the 2018 plan design levels. The HMO and PPO plan designs are outline in Attachment A.

For the Joint Labor Management Insurance Committee:

Dustin Frederick, Business Manager
Public Safety Employees Union
Co-Chair, Joint Labor Management Insurance Committee

Date

For the Joint Labor Management Insurance Committee:

Denise Cobden, Union Representative
Professional and Technical Employees, Local 17
Co-Chair, Joint Labor Management Insurance Committee

Date

For King County:

Megan Pedersen, Director
Office of Labor Relations, King County Executive Office
Co-Chair, Joint Labor Management Insurance Committee

Date

For King County:

Robert Railton, Labor Relations Manager
Office of Labor Relations, King County Executive Office
Co-Chair, Joint Labor Management Insurance Committee

Date

ADDENDUM D - ATTACHMENT
Attachment A
JLMIC HMO and PPO Plan Designs for 2019*

	Kaiser Permanente HMO	KingCare SM PPO	
	In-Network	In-Network	Out-of-network
Deductible Single/family	\$0	\$300/\$900	
Out-of-pocket (Deductible + copay) Single/family	\$1,000/\$2,000	\$1,100/\$2,500	\$1,900/\$4,100
Office Visit Copay/Coinsurance	\$20 Copay	15%	35%
Inpatient Hospital Copay/Coinsurance	\$200 copay	15%	35%
Emergency Room	\$100 copay (\$150 for out-of-network)	\$200 copay, 15% coinsurance	
Retail Prescription Drug (Mail 2x Copay)	Copays apply to out-of- pocket maximum	Out-of-pocket limit on Rx drugs: \$1,500/\$3,000	
Generic	\$10 copay	\$7 copay	
Brand Formulary	\$20 copay	\$30 copay	
Non-Formulary	\$30 copay	\$60 copay	
Benefit Access Fee	\$0	\$100	
Actuarial Value**	96%	91%	

*The HMO and PPO plans designs in 2019 are the same as the Gold plan designs in 2018. There are no Silver or Bronze plan designs in 2019.

** Actuarial Value: The percentage of total average costs for covered benefits that a plan will cover. For example, the person would be responsible for 4% of the costs of all covered benefits if the plan selected has an actuarial value of 96%, on average; and, the person would be responsible for 9% of the costs of all covered benefits if the plan selected has an actuarial value of 91%.