

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

ARTICLE 1: PURPOSE, LABOR-MANAGEMENT COMMITTEE AND DEFINITIONS ..	1
ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP	3
ARTICLE 3: RIGHTS OF MANAGEMENT	6
ARTICLE 4: EMPLOYEE RIGHTS	7
ARTICLE 5: HOLIDAYS	11
ARTICLE 6: VACATIONS	14
ARTICLE 7: SICK LEAVE	19
ARTICLE 8: GENERAL LEAVES	22
ARTICLE 9: HOURS OF WORK AND OVERTIME	24
ARTICLE 10: SPECIAL DUTY ASSIGNMENTS AND WORK OUT OF CLASS	29
ARTICLE 11: REDUCTION IN FORCE	33
ARTICLE 12: GRIEVANCE PROCEDURE	35
ARTICLE 13: NON-DISCRIMINATION	39
ARTICLE 14: POSITION OPENINGS AND SHIFT/FURLOUGH BIDDING	40
ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION	42
ARTICLE 16: TEMPORARY EMPLOYEES	43
ARTICLE 17: GUILD LEAVES AND USE OF RESOURCES	45
ARTICLE 18: MEDICAL, DENTAL AND LIFE PLAN	46
ARTICLE 19: SAVINGS CLAUSE	47
ARTICLE 20: WAGE RATES	48
ARTICLE 21: MISCELLANEOUS	50
ARTICLE 22: DURATION	52
APPENDIX A: BILL OF RIGHTS	53
ADDENDUM A: WAGES	
ADDENDUM B: Memorandum of Agreement: The Joint Labor Management Insurance Committee of Unions - Regarding Insured Benefits, January 1, 2019 through December 31, 2020 (000U0118), including all attachments A-E.	

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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 1.1 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 1.2 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
- To establish commitment, mutual trust, and mutual respect
- To help identify and solve problems
- To provide 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 Detention Division

- To perform other duties as contained in this Agreement

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

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

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

Section 1.3 All words under this Agreement shall have their ordinary and usual meaning, except those words that have been defined under K.C.C.3.12, as amended.

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

2 **Section 2.1 Recognition:** The County recognizes the Guild as the exclusive bargaining
3 representative for all employees, other than confidential and supervisory employees, whose job
4 classifications are listed in Addendum A and who work in the Juvenile Detention Division of DAJD.

5 **Section 2.2 New Hires:** The County will notify all new employees of the Guild's exclusive
6 recognition. The Guild will be provided thirty (30) minutes of access to new hires during the
7 Department New Employee Orientation, as provided under RCW 41.45.037.

8 **Section 2.3 Employee Information:** The County will supply the Guild with the following
9 information within fourteen (14) calendar days of a new employee's date of hire or new Guild
10 eligibility:

- 11 • First and last name
- 12 • US Mail Address
- 13 • Phone number (if available)
- 14 • Work e-mail address
- 15 • Job classification/title
- 16 • Date of hire
- 17 • Rate of pay
- 18 • FTE status

19 **Section 2.4 Membership Dues, Fees, and Assessments:** Upon written receipt from the
20 Guild of voluntary authorization by a bargaining unit employee, the County shall have deducted from
21 the pay of such employee the amount of dues, fees, and assessments as certified by the secretary of
22 the Guild and shall transmit the same to its treasurer. The Guild shall submit to the County changes
23 to the amount of dues, fees, and assessments for all members in writing by December 15th of each
24 year. To the extent the County does not receive changes from the Guild by December 15th of each
25 year, the County will continue to deduct the same amount of dues in the same manner.

26 **Section 2.5 Revocation of Membership and Cessation of Dues, Fees, and Assessment**
27 **Deductions:** The County will end payroll deduction for an employee after it receives written
28 confirmation from the Guild President or designee regarding the employee's revocation. The

1 termination of such deduction shall take place no later than the second payroll after receipt of the
2 confirmation.

3 **Section 2.6 Indemnification:** The Guild will indemnify, defend and hold the County
4 harmless against any claims made and against any suit instituted against the County on account of
5 any check-off of dues for the Guild. The Guild agrees to refund to the County any amounts paid to it
6 in error on account of the check-off provisions, upon presentation of proper evidence thereof.

7 **Section 2.7 Union Release Time:**

8 A. Up to four (4) regular employees shall be allowed time off from duty without loss
9 of regular pay to bargain a successor collective bargaining agreement (CBA) when negotiations occur
10 during their regular hours of work. For all bargaining distinct from a successor CBA, up to three (3)
11 regular employees shall be allowed time off from duty without regular loss of pay when negotiations
12 occur during their regular hours of work. The County may adjust the employee's shift as necessary
13 to permit attendance.

14 B. Guild representatives shall be afforded a reasonable amount of time while on-duty
15 status to consult with appropriate management officials and/or aggrieved employees with prior
16 approval of their supervisor. The union representatives shall guard against use of excessive time in
17 handling such responsibilities.

18 C. For grievance hearings, the County will release from regular duty without loss of
19 pay the grievant and one Guild representative. Other attendees for the Guild must use Guild or other
20 leave, if approved by their supervisor.

21 D. One (1) Guild Board member may be released from regular duty without loss of
22 pay to attend IIU Interviews, *Loudermill* hearings, PERC Hearings, and Grievance Arbitrations.

23 **Section 2.8 Guild Leave Bank:** For paid release time not otherwise covered above by the
24 County, the Guild may establish a business leave bank for representational duties and Guild activity.
25 The bank hours shall be established through the deduction of vacation hours only. Up to two (2)
26 hours annually may be deducted from each employee's leave account to fund the leave bank. The
27 County agrees to administer the leave bank account, provided the Guild has the sole discretion to
28 determine who may use the business leave bank and under what circumstances.

1 A. The release of employees for Guild business leave as provided above shall not be
2 unreasonably withheld. The employee shall provide the scheduler with a minimum of three (3) days
3 of notice for release when approved by their supervisor. An employee on approved Guild business
4 leave shall not be subject to discipline for going into a “no pay” status, should the bank be exhausted.
5 Guild leave shall be accounted for by using Department-provided Guild business leave codes in the
6 payroll system and are considered hours worked for the purposes of daily overtime.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

9 C. Discipline of employees (including but not limited to, suspension, demotion, or
10 discharge for just cause); provided that when a transfer is intended as a disciplinary sanction, it is
11 subject to the Just Cause requirement per Article 4 of this Agreement;

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

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

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

ARTICLE 4: EMPLOYEE RIGHTS

Section 4.1 Just Cause Standard: No regular employee shall be disciplined, except for just cause. For purposes of this Article, employees in a probationary status are not regular employees. The employees shall be covered by an Employee Bill of Rights, set forth in Appendix A.

Section 4.2 Disciplinary Action:

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

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

Section 4.3. Personnel Files:

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

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

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

3. Each employee's confidential or employment files shall be open for review by the employee, by making an appointment through the Director, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of

1 preparing employee's evaluations and that are destroyed after the evaluation is prepared. The
2 Employer shall maintain no secret personnel files not subject to inspection.

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

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

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

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

22 8. Guild representatives shall not have grievances that they have filed on behalf of
23 other members of the bargaining unit placed in the Guild representative's personnel file.

24 **Section 4.4 Class Specifications:** When the phrase, such as "performs related work as
25 required," is incorporated into the text of an official class specification as a representative example of
26 work, the assignment of such work on a regular and ongoing basis shall be within the essential duties
27 and responsibilities of the classification. Except as agreed to by the Guild and the County, employees
28 shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

1 **Section 4.5 Right to Representation:** Employees shall have the right to representation as
2 defined by law and the terms of this Agreement.

3 **Section 4.6 Mileage:** All employees who have been authorized to use their own
4 transportation on County business shall be reimbursed at the IRS rate.

5 **Section 4.7 Personal Property:** Employees whose personal property is damaged during the
6 performance of their duties shall have same repaired or replaced at County expense; provided, that
7 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
8 necessary to process claims covered under this Section will be initiated by the County with due speed
9 upon receipt of the claim from the employee.

10 **Section 4.8 Subcontracting:** The County shall not contract or subcontract work when such
11 action will cause layoff of regular employees, unless it is required by state or federal law. The
12 County shall not contract out work which the members of the Union have historically performed
13 unless it is required by law or is a business necessity due to an unforeseeable emergency situation or
14 to augment the workforce on a short-term, temporary basis. Except for emergency situations, the
15 County shall provide notice to the Union of its intent to contract out and, upon request, bargain the
16 decision and/or effects of that decision. Except as provided herein, under no circumstance shall the
17 County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this
18 provision shall limit what the County has historically contracted out, and no jobs will be eliminated
19 due to contracting out.

20 **Section 4.9 Safety Standards:** No employee shall be directed to work in a manner or
21 condition that does not comply with the minimum accepted safety practices or standards, or in a
22 condition, location or assignment which would constitute a hazard to the employee's health or well-
23 being. The County shall provide appropriately classified staff for the care, supervision and
24 transportation of youth.

25 **Section 4.10 Reclassified Positions:**

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

1 qualifications.

2 **B.** The County and the Guild will review and attempt to reach a mutual agreement in
3 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
4 positions and the salary range for the new positions. Should the parties fail to reach a mutual
5 agreement on the matter of inclusion, the matter will be referred to the Public Employment Relations
6 Commission (PERC) for unit clarification. In the event that the County wishes to fill the position
7 pending the unit clarification decision, the County will make a good faith attempt to fill the disputed
8 position on a temporary basis with a qualified employee from within the existing bargaining unit.

ARTICLE 5: HOLIDAYS

Section 5.1

A. Celebrated Holidays: All regular, probationary, provisional and term-limited temporary employees (comprehensive leave eligible employees) who work a full-time schedule shall be granted the following holidays with pay, provided they are in a paid status on the last scheduled workday prior to and the first scheduled workday 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 King County Council. Employees who work less than a full-time schedule shall receive holidays prorated to reflect their normally scheduled work week.

B. All holidays are observed on the "Date Celebrated" per Section 5.1A.

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 there are existing vacation slots available.

D. Holidays paid for but not worked shall be recognized as time worked for the

purpose of determining weekly overtime, except for such time that sick leave is taken on the holiday.

E. In addition to the holidays listed above, under RCW 1.16.050, employees are also entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Denials of a religious holiday for undue hardship are grievable.

Section 5.2 Personal Holidays: Effective January 1, 2020, or upon contract implementation, whichever is later, comprehensive leave eligible employees shall receive two (2) personal holidays every year to be added to their vacation bank in the second full pay period of the year or upon hire, if hired before November 15th of the calendar year. These two personal holidays shall continue to be administered per contract language. In no event shall there be more than two (2) personal holidays awarded per calendar year. These days may be used in the same manner as any vacation day earned.

Section 5.3. Holiday Compensation:

A. Full-time employees who are eligible for holiday pay, who work on a celebrated holiday listed in Section 5.1.A above, shall receive eight (8) hours straight time holiday pay, plus time-and-one-half the base hourly rate of pay, for all hours worked as a holiday premium.

B. Full-time employees who are eligible for holiday pay, who are relieved of regularly scheduled duty due to holiday staffing, shall receive eight (8) hours of straight time holiday pay for that day. Full-time employees who are eligible for holiday pay, who are on furlough on a celebrated holiday listed in Section 5.1.A. above, shall either receive eight (8) hours of straight time pay or shall at their option receive a substitute holiday.

C. Full-time employees who are eligible for holiday pay, who take time off for an approved sick or vacation leave day, shall be paid eight (8) hours of straight time holiday pay unless otherwise eligible for overtime pursuant to Article 9.

D. Part-time employees who are eligible for holiday pay and are assigned to work on a holiday shall be paid holiday compensation (1-1/2 the base hourly rate of pay) for the actual hours worked. Part-time employees whose regular schedule requires them to work on a holiday, but who are relieved from work for the holiday due to holiday staffing levels, will receive either straight time holiday pay commensurate with their schedule or a pro-rated substitute holiday, at their option. Part-

1 time employees will not be compensated for holidays falling on days which they are not regularly
2 scheduled to work.

3 **E. Use of Substitute Holidays.** All substitute holidays pursuant to this Article will be
4 banked as vacation leave, and subject to all provisions of Article 6 concerning vacation leave,
5 including accrual limits.

6 **Section 5.4 Holiday Staffing Levels:** The County retains the right to determine the level of
7 staffing required on celebrated holidays, pursuant to Section 5.1A., above, to meet reduced workload
8 needs. In most cases, the level of staffing on celebrated holidays will be the same as weekend
9 staffing levels.

10 **A.** Employees to be relieved due to holiday staffing will be selected within each shift,
11 based on seniority (per Article 11, Section 11.4).

12 **B.** Fourth shift employees relieved of regular duty due to holiday staffing will have
13 first preference by seniority to fill either first-shift or second-shift vacancies on the celebrated
14 holiday. Fourth shift staff who are on their furlough day off on the holiday are not eligible for this
15 preference.

16 **C.** Regularly scheduled staff whose primary posts will be staffed on holidays and all
17 regularly scheduled secondary staff will work as needed. If there are more staff available than there
18 are posts, staff will be given the holiday off (relieved of regular duty) based on seniority.

19 **D.** The number of staffed posts may fluctuate down due to the holiday decreasing our
20 detention population. Starting with the most senior staff, the option of taking the holiday off will be
21 offered until the staffing level is appropriate.

22 **E.** If there are no volunteers for taking holiday leave, the least senior staff will be
23 given the holiday off with recall rights based on seniority if any vacancies occur due to leave use
24 (sick leave, FMLA, etc.) or operational need (population increases, hospital coverage, etc.).

ARTICLE 6: VACATIONS

Section 6.1

Comprehensive leave eligible 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 defined in Section 6.7	

Section 6.2 Comprehensive leave eligible employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 6.1, prorated to reflect their normally scheduled work week.

Section 6.3 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 6.4 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 employment prior to successfully completing their first six (6) months of County service, shall forfeit

and not be paid for accrued vacation leave. This provision does not restrict an employee's use of accrued leave for a qualifying event under the Washington Family Care Act.

Section 6.5 Employees eligible for paid leave shall be paid for accrued vacation leave to their date of separation, up to the maximum accrual amount, if they have successfully completed their first six (6) months of County service in a paid leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's base hourly rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

Section 6.6 Vacation Scheduling Procedure:

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

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

1 shall be repeated for the 2nd round bid selections as well. After the 2nd round bid selections, all
2 remaining bid requests (from the up to 6 requests) will be reviewed for approval based on seniority
3 (all considered to be submitted on November 15th).

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

8 **D.** After the annual bid, if any vacation slots remain available, an employee may
9 submit a request to use one or more vacation slots. The request must be submitted seventy-two (72)
10 hours in advance of the requested leave.

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

13	Day Shift (M-F):	5
14	Day Shift (weekends):	4
15	Swing Shift:	3
16	Graveyard:	2

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

22 **F.** Employees who transfer or rebid to a different shift shall maintain their vacation
23 bid.

24 **G.** If a vacation bid is canceled due to illness, injury, termination, leave of absence,
25 etc., the vacation period will be filled from the waiting list established in accordance with Section C
26 of this Article.

27 **H.** Leave bid during the annual bid can only be used if the required amount of the
28 specified leave is available.

I. Vacation time may not later be converted to compensatory time off.

Section 6.7 Maximum Vacation Balance: Full-time employees eligible for paid leave may carry-over to the next calendar year up to sixty (60) days of vacation calculated/adjusted to reflect the normal bi-weekly schedule, not to exceed 432 hours for employees on a bi-weekly schedule of 72 hours and 480 hours for those employees on a bi-weekly schedule of 80 hours. Employees hired after December 31, 2019 will only be able to carry-over forty (40) days (320 hours) of vacation.

Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the Division Director has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

Section 6.8 Employees eligible for paid leave shall not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this Article.

Section 6.9 In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed six (6) months of County service in a paid leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

Section 6.10 If a regular employee eligible for comprehensive leave benefits resigns from County employment or is laid off and subsequently returns to County employment within two years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 1.

Section 6.11 Leave Increments: Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the Division Director/designee.

Section 6.12 Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued in their prior position while they are in a probationary status in their new position, subject to the approval of the Director of DAJD or designee. This provision does not restrict an employee's use of accrued leave for a qualifying event under the Washington Family

Care Act.

Section 6.13 Leave Cancellation:

Employees must provide a minimum of seventy-two (72) hours of notice prior to cancelling annually bid leave. Employees shall provide a minimum of twenty-four (24) hours of notice prior to cancelling all other approved leave, unless there are circumstances that prevent an employee from providing notice within twenty-four (24) hours. Leave cancellation requests with less than required notice will only be approved if cancelling their leave and working would prevent another employee from having to work mandatory overtime, or the employee would go into a no-pay status by taking the scheduled leave.

ARTICLE 7: SICK LEAVE

Section 7.1 Comprehensive leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status exclusive of overtime, except if an hourly employee works in excess of seventy-four (74) hours in one work week (Saturday 12:00 a.m. - Friday 11:59 p.m.), the employee will accrue sick leave at the rate of .025 for each hour worked in excess of seventy-four (74) hours.. An employee is not entitled to use sick leave if not previously accrued.

Section 7.2 During the first six (6) months of service in a paid leave eligible position, employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination. This provision does not restrict an employee's use of accrued leave for a qualifying event under the Washington Family Care Act. During the first twelve (12) months of service in a paid leave eligible position, employees not eligible for family medical leave under federal or state law or county ordinance shall be entitled to up to thirty (30) days of unpaid job-protected leave for a qualified industrial injury incurred in a reported use of force. For purposes of this section, a "qualified industrial injury" is an injury for which the employee receives worker's compensation benefits.

Section 7.3 There shall be no limit to the hours of sick leave benefits accrued by an eligible employee. Sick leave may be used in quarter (1/4) hour increments.

Section 7.4 The County is responsible for the proper administration of the sick leave benefit.

A. Employees shall complete an absence request form, or equivalent, on the first day back to work after an illness. Employees may be required to provide appropriate verification of any absence for medical reasons of five (5) consecutive workdays or more, or if there is a specific concern about the employee's ability to safely return to work. If verification of illness is required by the Employer, the Employer will make reasonable effort to inform the employee of the need for such verification prior to their return to work. The employee shall be given no less than ten (10) calendar days following the first day upon which the employee used paid sick leave to provide verification.

B. It shall be the employee's responsibility to notify the Department when submitting their absence request, and/or medical verification that the leave is being requested pursuant to either

1 the Family Medical Leave Act (FMLA) or King County Family Medical Leave Act (KCFML).

2 **Section 7.5** Separation from or termination of County employment, except by reason of
3 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave
4 accrued to the employee as of the date of separation or termination. Should a comprehensive leave
5 eligible employee resign, be separated for medical reasons, or be laid off and return to County
6 employment within two (2) years, accrued sick leave shall be restored. Such restoration shall not
7 apply where the former employment was in a term-limited position.

8 **Section 7.6** Employees eligible to accrue sick leave and who have successfully completed at
9 least five (5) years of County service and who retire as a result of length of service, or who terminate
10 by reason of death, shall be paid, or their estates paid for as provided for by RCW Title 11, as
11 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
12 multiplied by the employee's base hourly rate of pay in effect upon the date of leaving County
13 employment less mandatory withholdings. If the bargaining unit has adopted the Voluntary
14 Employee Beneficiary Association (VEBA), this cash out shall be subject to those provisions.

15 **Section 7.7** Accrued sick leave may be used for the following reasons:

16 **A.** An absence resulting from an employee's mental or physical illness, injury, or
17 health condition: to accommodate the employee's need for medical diagnosis, care, or treatment of a
18 mental or physical illness, injury, or health condition; or for an employee's need for preventive
19 medical care;

20 **B.** To allow the employee to provide care for a family member with a mental or
21 physical illness, injury, or health condition; a family member who needs medical diagnosis, care, or
22 treatment of a mental or physical illness, injury, or health condition; or a family member who needs
23 preventive medical care;

24 **C.** When the employee's workplace has been closed by order of a public official for
25 any health-related reason, or when the employee's child's school or place of care has been closed by
26 order of a public official for any health-related reason; and,

27 **D.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW
28 49.76.

1. For purposes of sick leave, “family member” includes the following:

a. a child, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is legal guardian, or is a de facto parent, regardless of age or dependency status;

b. a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

c. a spouse; registered domestic partner; a grandparent; a grandchild; or sibling.

E. Employees shall be entitled to use accrued sick leave or vacation leave where such employee is required to care for immediate family members who are seriously ill. There shall be no limit on the use of sick leave to care for children qualified under this Article.

F. Up to one (1) day of sick leave may be used by an employee for the purpose of being present at the birth of their child.

G. An employee who suffers an occupational illness or who is injured on the job may not simultaneously collect sick leave and worker’s compensation payments in a total amount greater than the regular pay of the employee.

H. Use of paid sick leave as provided in this Agreement shall not lead to or result in discipline of any employee. The County shall not discriminate or retaliate against any employee for the employee’s use of paid sick leave as provided in this Agreement, Washington law, or Federal law.

Section 7.8 For a qualifying leave under the Washington Family Care Act, the employee may use any type of accrued leave, at their option.

Section 7.9 For a leave that does not qualify under the Washington Family Care Act, the following applies: An employee who has exhausted all of their sick leave may use accrued vacation leave as sick leave before going on a leave of absence without pay, with prior approval of the Chief of Operations or designee.

Section 7.10 Sick leave may be used only for absences from a regular scheduled work shift.

Section 7.11 Nothing in this Article limits employees’ rights to leave under the law.

ARTICLE 8: GENERAL LEAVES

Section 8.1 Donation of Leaves: An employee eligible for comprehensive paid leaves may donate a portion of their accrued leaves to a comprehensive leave eligible employee in accordance with Chapter 3.12 of the King County Code (K.C.C.), as amended.

Section 8.2 Leave - Organ Donors: The manager shall allow all employees eligible for comprehensive paid leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions, to take five (5) days paid leave, which shall not be charged to sick or vacation leaves in accordance with Chapter 3.12 of the K.C.C.

Section 8.3 Bereavement Leave: Employees eligible for comprehensive leave benefits shall be granted up to five (5) days, maximum 40 hours, (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within one (1) year from the date of the qualifying death.

A. Immediate family shall be defined as the employee's spouse or WA state registered 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, or an employee's legal guardian, ward, or any person over whom the employee has legal custody.

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

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

D. 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 8.4 Leave - Examinations: Employees eligible for comprehensive paid leaves shall be entitled to necessary time off with pay for the purpose of participating in County qualifying or

1 promotional examinations. This shall include time required to complete any required interviews.

2 **Section 8.5 Jury Duty:**

3 A. A comprehensive leave eligible employee notified to serve on jury duty must inform
4 their supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the date the
5 employee is required to report for jury duty. The supervisor may reassign the employee to a shift and
6 schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the
7 hours and days, respectively, the employee is required to report or be available for jury duty. An
8 employee will receive compensation, while on jury duty, in accordance with King County Code.

9 B. When released from jury duty for the day, and/or when the total required
10 assignment to jury duty has expired, the employee will notify their supervisor. The employee will be
11 provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before
12 the employee must report back to work their regular shift and schedule. Paid comprehensive leave
13 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance
14 and Business Operations Division of the Department of Executive Services.

15 **Section 8.6 Leave for Volunteer Service:** Employees may use up to three (3) days of their
16 accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the
17 approved list for the Employee Giving Program. Employees requesting to use sick leave for this
18 purpose shall submit such request in writing, per collective bargaining and department leave request
19 procedures, specifying the name of the school and/or organization and the nature of the volunteer
20 services to be performed. Additionally, the employee's supervisor may request in advance that the
21 employee obtain written proof of the service from the volunteer organization or school.

22 **Section 8.7 Workers' Compensation – Industrial Insurance:** The County will provide an
23 amount which, when added to the state-prescribed payment, maintains the employee's net pay minus
24 any mandatory deductions, for the first three (3) full calendar days following the day of injury for
25 each accepted industrial injury.

26 **Section 8.8 State Paid Family and Medical Leave:** Bargaining unit employees shall be
27 eligible to use State Paid Family and Medical Leave pursuant to RCW 50A.04. The employer and
28 employee will make their respective contributions to this state fund pursuant to statute.

ARTICLE 9: HOURS OF WORK AND OVERTIME

Section 9.1 Standard Work Period: Except as otherwise provided in this Article, the standard forty (40) hour FLSA workweek is Saturday to Friday (i.e., the first moment of Saturday to the last moment of Friday), with a standard workday of eight (8) hours, and two (2) consecutive days off each week. Nothing in this section shall entitle an employee who is changing their regular schedule (i.e., annual scheduled bid, temporary reassignment, etc.) to consecutive days off during the transition to their new schedule.

Section 9.2 Meal and Rest Periods:

A. Employees in the classifications of Detention Officer, Juvenile Cook/Baker, Juvenile Cook/Baker - Lead and Health Care/Medical Assistants shall have a thirty (30) minute paid meal period per shift, as well as two paid fifteen (15) minute rest periods, during which time the employee shall remain available for duty. Meal periods and rest periods will be scheduled and taken as work demands allow. However, due to the nature of the work, exigent circumstances may not make it possible to schedule and/or take such meal periods and break periods during the time periods specified in WAC 296-126-092. Therefore, as provided under RCW 49.12.187, when exigent circumstances impede the ability to schedule and/or take meal and rest periods during the time period specified in the WAC, such meal and rest periods shall be taken as soon as reasonably possible.

B. The meal periods for employees in all other classifications shall be scheduled as either an eight and one-half (8.5) hours with a thirty (30) minute unpaid meal period, or a nine (9) hour day with a one (1) hour unpaid meal period, based on operational need.

Section 9.3 Employees Eligible to Work a Seventy-Two (72) Hour Work Period:

Employees working a bi-weekly schedule of seventy-two (72) hours, as of the final ratification of this contract, are eligible to retain this option. For these employees, the normal workday shall be eight (8) hours (employees in the classifications of Detention Officer, Cook/Baker, Cook/Baker - Lead and Health Care Assistants shall have a thirty (30) minute lunch break per shift, during which time the employee shall remain available for duty). Scheduled days off shall be two (2) consecutive days one (1) week and three (3) consecutive days in the next week. Provided, that any individual employee may opt instead to work a standard bi-weekly work period of eighty (80) hours, with a normal

workday of eight (8) hours, and two (2) consecutive days off each week. Employees who exercise this option will no longer be eligible to return to a seventy-two (72) hour bi-weekly work schedule.

Section 9.4 The parties agree that alternate work schedules may be utilized that are mutually agreed upon in writing by the employee and the Juvenile Detention Division Director/designee.

Section 9.5 Overtime:

A. Weekly Overtime: The “overtime rate” shall be paid to employees for all hours worked or paid in excess of forty (40) hours per FLSA workweek, excluding all paid sick leave hours in the same FLSA workweek. The overtime rate for each overtime hour worked shall be the employee’s hourly base rate of pay, plus one half of the employee’s hourly base rate of pay (known as “time and one half”).

B. Daily Overtime: Full-time employees shall be paid at the overtime rate, as defined in Section 9.5A above, for actual hours worked in excess of their regularly scheduled shift, excluding leave, 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 their 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 daily or weekly overtime thresholds have been met.

Section 9.6 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 9.7 Compensatory Time: 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 Department will approve or deny such requests in writing. Employees who accrue CTO

1 shall be allowed to accrue and use up to eighty (80) straight time hours of CTO per calendar year.

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

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

7 2. When approved for CTO, staff will be allowed to accrue CTO on an hour-
8 for-hour basis

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

14 4. Once CTO usage is approved it may not be rescinded for requests of one
15 day or less. When CTO usage is approved, it must be the bank of time used for those hours off of
16 work.

17 (5). Employees may request a cash-out of any unused CTO they have accrued
18 at any time before December 31st. Any accrued CTO that has not been used or cashed out
19 voluntarily by December 31st will be cashed out in the pay period that includes December 31st.

20 **Section 9.8 Call-outs:** A minimum of four (4) hours at the overtime rate shall be paid for
21 each call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall be
22 compensated at the overtime rate. Call-out shall be defined as that circumstance when an employee,
23 having completed the assigned shift and departed the premises, is requested by the County to return
24 to work. Time actually spent at the workplace shall be compensated for in accordance with this
25 Section. The provisions of this Section shall not apply to meeting and training sessions requiring a
26 return to work.

27 **Section 9.9 Mandatory Training or Mandatory Meetings:** In the event that the department
28 requires an employee to attend a mandatory training or meeting, and such training or meeting is not

1 immediately before or after a shift, or during a shift, then a two (2) hour minimum callout will be
2 paid at the overtime rate. For mandatory trainings or meetings immediately before or after a
3 scheduled shift, the employee shall be paid for actual time spent in the training or meeting at the
4 overtime rate.

5 **Section 9.10 Mandatory Overtime:** The following conditions apply to the application of
6 mandatory overtime:

7 **A. *Release from Mandatory Overtime.*** Whenever possible, employees shall be
8 relieved from their mandatory overtime shifts in order of reverse mandatory (the last person
9 mandatoried shall be the first eligible to be relieved). When an employee who is required to work
10 mandatory overtime finds a qualified volunteer to split their overtime shift, the Department will make
11 a good faith effort to approve the request. The volunteering employee shall not be considered in
12 mandatory status.

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

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

26 **Section 9.11 Shift Trade:** An employee shall have the right to trade a shift on the same
27 workday with another employee up to ten (10) times per year, upon their mutual agreement, and with
28 the approval of the appropriate supervisors (which shall not be unreasonably withheld).

1 **Section 9.12 Daylight Savings Adjustment:** The Department will pay one (1) hour of
2 overtime to all employees working a nine-hour shift during the fall daylight savings adjustment
3 period. Employees working during the spring daylight saving time adjustment period will either take
4 one (1) hour of vacation or compensatory time, or one (1) hour of leave without pay, to cover the
5 reduction of their shift from eight hours to seven.

6 **Section 9.13 Cancellation of Scheduled Voluntary Overtime:** Employees must provide a
7 minimum of eight (8) hours of notice prior to cancelling their scheduled overtime.

ARTICLE 10: SPECIAL DUTY ASSIGNMENTS AND WORK OUT OF CLASSIFICATION

Section 10.1 Definitions:

A. Special Duty Assignment – When an employee in a regular position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise the majority of the work performed for a minimum of thirty (30) calendar days.

- Temporary employees, including TLTs, are not eligible for special duty assignments.

B. Base Position – The employee’s underlying position while on special duty assignment.

Section 10.2 Duration:

A. Depending on the type of special duty assignment needed, an assignment may be made for a minimum of thirty (30) calendar days and a maximum of two (2) years, with extensions granted upon mutual written agreement between the Department Director or designee and the Guild, not to exceed five (5) years. The County retains the discretion to create and administer Special Duty Assignments to meet business needs, pursuant to King County Code 3.15.140, as amended.

B. FLSA-exempt special duty assignments shall be made in full-week increments, from Saturday through Friday.

C. An employee’s special duty assignment will end when management becomes aware that the employee’s absence will exceed thirty (30) consecutive calendar days or at the conclusion of a thirty (30) day absence, whichever occurs first.

Section 10.3 Posting:

Special duty positions shall be posted, and an open selection process will be conducted for special duty assignments. The Department shall determine the most appropriate means and length of the posting, but will make an effort to ensure that all potentially qualified employees are aware of the opportunity.

A. The County reserves the right to fill a career service position with a special duty assignment without posting the special duty assignment when conducting a selection process for the career service position.

Section 10.4 Pay:

1 **A.** An employee on special duty will be placed at the first step of the special duty
2 classification pay range or be given a flat five percent (5%) above the employee's base hourly rate of
3 pay, whichever is higher.

4 **B.** An employee on special duty will continue to advance through the salary steps of
5 their base pay range while on special duty. If the employee is at their top step in the base
6 classification, the employee will be eligible for step increases in the special duty classification.

7 **C.** Special duty pay shall not be considered part of an employee's base pay rate for
8 purposes of pay rate determination as a result of promotion or reclassification, cash-out of
9 compensatory time, vacation or sick leave, or vacation or sick leave donations.

10 **D.** If the special duty assignment is FLSA non-exempt, the employee's special duty
11 pay will be used for the computation of overtime and compensatory time.

12 **E.** When the special duty assignment is completed, the employee's pay shall revert to
13 the pay rate the employee would have received if the employee had not been assigned to special duty.

14 **F.** An employee on a special duty assignment in a non-exempt position may remain
15 eligible for voluntary or mandatory overtime in their base position by mutual written agreement
16 between the Guild and the County, which shall be included in the posting of any bargaining unit
17 special duty assignment.

18 **G.** Compensation, hours of work, and applicable contractual working conditions shall
19 be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the
20 time the employee is placed in the assignment until the time the employee returns to their base
21 position. Contractual provisions relating to the base position (i.e., reduction in force and seniority)
22 shall continue to apply during the special duty assignment.

23 **H.** Employees accepting special duty assignment into an FLSA Non-Exempt position
24 will not be required to cash out compensatory or holiday time upon acceptance of position. They
25 may earn and use compensatory time during the special assignment. However, pursuant to C. above,
26 any cash outs of leave will be paid at employee's base position base hourly rate of pay.

Section 10.5 FLSA Status Change:

Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	<p>The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment.</p> <p>Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.</p>
Executive Leave	<p>The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months.</p> <p>The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.</p>	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

Section 10.6 Working Out-of-Classification: Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than thirty (30) consecutive calendar days. Employees working-out-of-classification may not be required to perform all of the responsibilities of the higher-level classification.

A. Working-out-of-classification assignments must occur in full day/shift increments.

B. While working-out-of-classification, the employee will receive a five percent (5%) working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the five percent (5%) premium. Paid leave (e.g., vacation, sick, executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's base position (without the five percent (5%) working out of classification pay premium).

C. If a working-out-of-classification assignment exceeds twenty-nine (29) consecutive calendar days, the assignment will be converted prospectively to a special duty assignment and subject to posting under Section 10.3.

ARTICLE 11: REDUCTION IN FORCE

Section 11.1 Regular employees selected for layoff as a result of efficiencies, lack of funds and/or a lack of work shall be laid off according to seniority in classification.

Section 11.2 An employee designated for layoff within a specific classification may move to another unit or position within that classification based on their seniority in the classification. Where multiple staff occupy the same unit, shift, or days off, the least senior staff person within the group will be displaced. If there is no position within classification to which the employee can move, the employee may select a position in a job classification previously worked at the agency, based on total agency seniority, provided:

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

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

Section 11.3 Employees subsequently displaced as a result of the selection made by the laid off employee, may in turn exercise their lay-off rights as described above.

In the event an employee does not submit a position selection, the employee will be placed in the last remaining slot after all selections have been made.

Section 11.4 Seniority Calculation: For the purposes of this Agreement, seniority shall be defined as length of continuous regular service without a break in that service. Classification seniority shall include seniority accrued within the current job class while employed by the former Department of Youth Services.

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

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

1 accrual rate.

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

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

11 **Section 11.5 Re-call Rights:** Regular employees laid off or bumped due to lack of work or
12 lack of funds; or terminated due to no vacancies available for reversion rights (per Article 14, Section
13 14.5) shall have re-employment rights to the same kind and level of position held at the time of
14 layoff, if such a position becomes available within two (2) years from the date of layoff. Laid-off
15 regular employees shall have recall rights to any vacant position within their classification. In such
16 cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns
17 to regular employment with the Juvenile Detention Division of DAJD.

18 **Section 11.6 Cash Out Upon Layoff:** Regular employees shall be paid in cash, upon layoff
19 from County employment, for any vacation accrued, or may elect to retain their accrued vacation for
20 one (1) year to be restored to the employee when recalled to work. If the employee is not recalled
21 within one (1) year, a cash payment shall be made for the accrued amount.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2 **Section 12.1 Statement of Purpose:** The Guild and County recognize the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest
5 level of supervision. Employees will be unimpeded and free from restraint, interference, coercion,
6 discrimination or reprisal in seeking adjudication of their grievances.

7 **Section 12.2 Definitions and Conditions:**

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

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

18 **C. Grievance Form:** A grievance form is a mutually agreed document between the
19 parties that will include, but is not limited to, the following information: date the grievance was filed
20 by the employee, date the grievance is received by the supervisor/designee, nature of the grievance,
21 when the event occurred, who is affected, identification of the provisions of the Agreement that
22 apply, and the remedy sought. An incident report form may substitute for a grievance form if the
23 grievance alleges that a post assignment violates an express term of this Agreement, provided that all
24 other provisions of this grievance procedure apply to such grievances.

25 **Section 12.3 Grievance Steps:** An employee must file a grievance form, as provided under
26 Section 2-A and C, with the Juvenile Division Director/designee and provide a copy to their elected
27 Guild area representative/designee. The Juvenile Division Director/designee shall direct the
28 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 to pursue their grievance through the grievance process under the Personnel Guidelines prior to a request for a Step 2 meeting. If the employee pursues their 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 representative and the Director of DAJD. A Step 2 grievance will automatically be waived to Step 3 if it addresses an issue that is above the Division Director's level of authority.

2. Class action grievances may be filed as provided under Section 12.2B. The meeting will only be with the Guild representative/designee and Guild president/designee. A copy of the written response will be provided to the meeting attendees, the Guild's judicial officer and Director of DAJD.

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

5 Should the County fail to meet the timelines as noted in Step 1 or Step 2, the grievance will
6 automatically proceed to the next step in the grievance process. Should the grieving party or the
7 Guild fail to meet the timelines as noted in Step 1 or Step 2, the grievance will be considered
8 resolved.

9 **C. Step 3:**

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

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

18 **D. Step 4:**

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

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

27 **Section 12.4 Arbitration:** In the event that arbitration is timely requested, the parties will meet
28 to select an arbitrator. If they are unable to select an arbitrator, they will request from the Public

1 Employment Relations Commission (PERC), or other agreed-upon service, a list of seven (7)
2 arbitrators. The first opportunity to strike from shall be determined by a flip of the coin.

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

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

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

14 **D.** The arbitration hearing will be conducted under the rules and regulations set forth
15 by PERC.

16 **Section 12.5 Timelines and Forfeiture:** Timelines may be extended by mutual written
17 agreement or as otherwise agreed to by the parties.

18 **Section 12.6 Alternative Dispute Resolutions:**

19 **A. Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing an
20 unfair labor practice charge with the PERC, the complaining party will notify the other party, in
21 writing and the parties will discuss whether a meeting might potentially resolve the matter, unless the
22 deadline for filing with the PERC would otherwise pass or the complaining party is seeking a
23 temporary restraining order as relief.

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

ARTICLE 13: NON-DISCRIMINATION

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

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

2 **Section 14.1 Shift and Furlough Bids:** Employees may bid for shift and furlough
3 assignments.

4 **A. Annual bidding:** Shift and furlough assignments shall be made, based on
5 seniority within classification, on an annual basis during the last quarter of each calendar year for the
6 period of twelve months, beginning on or about the first full pay period of the following calendar
7 year. After the annual shift and furlough bidding process is complete, a one-time seniority bid will be
8 conducted for employees to submit bids for transfer to an open shift and furlough left vacant from the
9 annual bidding.

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

13 **Section 14.2 Bid Process:**

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

17 **B. One-time bid:** Employees must submit bids for the one-time bid that occurs after
18 the annual rotation within the timelines established by the Department. Each bid must indicate the
19 desired shift and days off.

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

27 **Section 14.3 General Provisions:**

28 **A.** Employees must accept shift/furlough assignments when offered as a result of bid.

1 If the employee refuses, the employee's name will be removed from bid system for six (6) months.

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

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

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

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

13 **Section 14.4 Hiring Decisions Not Grievable:** Hiring decisions shall be the sole province of
14 management and as such are not grievable under the terms of this Agreement.

15 **Section 14.5** Consistent with King County Personnel Guidelines, regular employees
16 promoted within the Department who do not complete their probationary period shall have a right to
17 return to the job slot previously held within the bargaining unit, if still vacant, or to a vacant position
18 within the same bargaining unit in the same classification within full seniority rights (less an
19 adjustment for time spent in the other classification). If no vacancy exists, the employee shall have
20 recall rights as outlined in Article 11, Section 11.5, but shall not be considered laid off. This right
21 shall not apply to employees facing a disciplinary termination.

1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 15.1 No Work Stoppages:** The County and the Guild agree that the public interest
3 requires efficient and uninterrupted performance of County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not
5 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and, should same occur, the Guild agrees to
8 take appropriate steps to end such interference. Any concerted action by employees shall be deemed
9 a work stoppage if any of the above activities have occurred.

10 **Section 15.2 Guild's Responsibilities:** Upon notification in writing by the County to the
11 Guild that any of its members are engaged in work stoppage, the Guild shall immediately, in writing,
12 order such members to immediately cease engaging in such work stoppage and provide the County
13 with a copy of such order. In addition, if requested by the County, a responsible official of the Guild
14 shall publicly order such employees to cease engaging in such a work stoppage.

15 **Section 15.3 Disciplinary Action:** Any employee who commits any act prohibited in this
16 Section will be subject to the following action or penalties:

17 A. Discharge.

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

ARTICLE 16: TEMPORARY EMPLOYEES

Section 16.1 The starting times, work schedules and work location for temporary employees shall be determined by the employer, other than Juvenile Detention Officers. For Juvenile Detention Officers, the employer agrees to negotiate the use of temporary employees and their hours and working conditions prior to their implementation.

Section 16.2 Temporary employees shall not accrue seniority. However, provided there is no break in service, temporary employees who are subsequently hired as regular employees shall be able to apply fifty percent (50%) of straight-time hours worked in temporary positions toward the probationary period required of all new regular employees. Credit for hours worked shall be rounded to the nearest half month. Example: Employee works 800 hours immediately preceding appointment to regular position. The probation period is reduced from twelve (12) months to nine and one-half (9-1/2) months.

Section 16.3 Temporary employees, except term-limited temporary, shall not be eligible to receive insured benefits or paid leaves. However, temporary employees who have worked in excess of 936 straight time hours in a year shall receive compensation in lieu of leave benefits at the rate of 15% of the gross pay for all hours worked, paid retroactive to the first hour of employment, and for each hour worked thereafter. The employee will also receive a one-time only payment in an amount equal to the direct cost of three months of insured benefit, as determined by Department of Human Resources and, in lieu of insured benefits, an amount equal to the direct cost to the County for each employee for whom insured benefits are provided, prorated to reflect the affected employee's normal work week, for each hour worked thereafter. Such additional compensation shall continue until termination of employment or hire into a full-time regular, part-time regular or term-limited temporary position. Further, employees receiving pay in lieu of insured benefits may elect to receive the medical component of the insured benefit plan, with the cost to be deducted from their gross pay; provided, that an employee who so elects shall remain in the selected plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited temporary position, or service of an appropriate notice of change or cancellation during the employee benefits annual open enrollment.

Section 16.4 Overtime: Temporary employees shall be compensated at one and one-half times the base hourly rate of pay for all hours worked in excess of forty (40) hours in a work week. The work week is defined as Saturday through Friday.

ARTICLE 17: GUILD LEAVES AND USE OF RESOURCES

Section 17.1 Guild Leave Of Absence: Upon written application, a regular employee elected or appointed to a Guild office that requires all of their time shall be given a leave of absence without pay from work, normally not to exceed a period of five (5) years. Leave may not be approved for more than one Guild member at a time. A regular employee designated by the Guild to serve on official Guild business that requires a part of their time shall be given a leave of absence without pay from work, provided it can be done without detriment to King County services and at least forty-eight (48) hours written notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority rights for any Guild Leave of Absence, and shall accumulate the same during such leave.

Section 17.2 Facilities: DAJD space and facilities may be used by the Guild for the purpose of holding meetings subject to the established policies governing the use of facilities.

Section 17.3 Electronic Devices: The County will permit Guild officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Guild business related to King County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and accumulation, and must not interfere with or impair the conduct of official County business. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

Section 17.4 Bulletin Boards: The County agrees to provide bulletin boards in areas accessible to the members for the use of Guild officers and stewards to post announcement of meetings, election of officers, and any other Guild materials. No materials of a political nature can be posted by the Guild.

ARTICLE 18: MEDICAL, DENTAL AND LIFE PLAN

King County presently participates in insured medical, dental, vision, accidental death and dismemberment, long-term disability and life insurance plans. The Guild adopts all terms and conditions of the Joint Labor Management Insurance Committee of Unions (JLMIC) Memorandum of Agreement for 2019-2020 (000U0118), as attached in Addendum B.

ARTICLE 19: 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 20: WAGE RATES

Section 20.1 Pay Ranges: Pay ranges and pay range assignments for each classification is set forth in Addendum A.

Section 20.2 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 20.2A, 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 20.3 Wages:

A. The wage rate for 2019 shall be increased by 3.75 percent as a General Wage Increase (GWI).

B. The wage rate for 2020 shall be increased by a total GWI of 3%, divided with 1.5% added on January 1, 2020, and a final GWI of 1.5% added in the pay period that includes July 1, 2020.

Section 20.4 FTO Program: 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. 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 20.5 Shift Differential: Employees in a classification that is regularly assigned to a 24/7 schedule shall receive a two percent (2%) shift premium over their base rate of pay for all straight time hours worked between the hours of 1500-0700.

A. The 2% shift premium will be prospective from the first pay period following ratification of the Guild, with retroactive payment following ratification by the King County Council.

Section 20.6 Education Incentive Pay: 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
Recreation Coordinators

Education Incentive Pay shall be as follows:

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

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

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

Employees may only receive one educational incentive pay, either the Associate's, Bachelor's, or Master's incentive. The incentive pay shall cease during no-pay periods.

1 **ARTICLE 21: MISCELLANEOUS**

2 **Section 21.1 Language Premium:** Employees who translate a language in the work place
3 identified by management as a language for which translation activity is necessary shall be paid five
4 hundred dollars (\$500) per year. The stipend shall be paid to eligible employees per pay period on a
5 pro-rated basis. Eligible employees shall be required to pass a language proficiency test administered
6 by the County. The County retains the discretion to determine the number of employees that may
7 qualify for the premium.

8 **Section 21.2 Training:** The Guild and County have a shared interest in ensuring employees
9 have the adequate training they need to perform all functions of their job safely. The Employer shall
10 pay for any certification/license (except for driver's licenses), continuing education, or training that is
11 required by the County for the position. This includes necessary release time that is preapproved.
12 The County will not pay the cost of obtaining or renewing a certification/license if it is subject to
13 premium or incentive pay. Training opportunities shall be announced to all eligible employees and
14 all employees shall have equal access to training opportunities. **Section 21.3 Educational**

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

20 **Section 21.4 Transitional Duty and Accommodations:** The County's Transitional Duty
21 Policy (PER 22-6-1-EP), as amended, and Reasonable Accommodation Policy (PER-22-4-3-EP), as
22 amended, shall apply to all Guild members. The Employer will make reasonable efforts to find
23 transitional duty assignments for employees with temporary medical restrictions or disabilities.
24 Transitional duty assignments shall be made available on a first-come first-served basis.

25 **Section 21.5 Probationary Period:** New, recalled, and reinstated career service employees
26 serve a probationary period from the date of their appointment. The probationary period for new hires
27 shall last twelve (12) months, except that employees who have previously passed probation, and are
28 reinstated within two years after a medical termination or a layoff will serve a six (6) month probationary

1 period. During this period, the employee is evaluated as a part of the final selection process; appointment
2 to a career service position is not considered final unless the employee successfully completes a
3 probationary period. Career service employees who are promoted, transferred, or demoted serve a six (6)
4 month probationary period from the date of their change in status, consistent with County personnel
5 guidelines. Employees in a probationary status are not “regular employees” for purposes of the just cause
6 provisions in Article 4 of this Agreement.

7 **Section 21.6 Tardiness:** The Division’s policy regarding allowable and disciplinable
8 amounts of tardiness in a year shall utilize a calendar year twelve (12) month period.

9 **Section 21.7 Uniform Voucher:** The County will provide an annual uniform voucher in the
10 amount of \$350 for uniforms, consistent with the existing Detention Division uniform policy. New
11 hires required to purchase clothing for the Academy will do so at the expense of the County, separate
12 from the annual uniform voucher.

13 **Section 21.8 Code of Conduct:** Employees shall comply with the DAJD General Policy
14 Manual Employee Code of Conduct.

15 **Section 21.9 Food Stipend/Voucher Transport Assignment:** Employees shall be entitled to
16 a \$9.00 food stipend/voucher when required to work transport assignments exceeding two (2) hours.

17 **Section 21.10 Break Areas and Provisions:** The County shall ensure that there will be
18 adequate refrigeration space, break room space, and facilities to reheat food. The County agrees to
19 provide adequate facilities for the disposal of garbage and recyclables near the break area. The
20 County will continue to make food and beverage vending machines available and shall make
21 reasonable efforts to keep them stocked. The County agrees to make reasonable efforts to maintain
22 appliances and vending machines in working order.

23 **Section 21.11 Severe Inclement Weather or Unanticipated Events:** Essential employees
24 who are required to work extended hours during severe inclement weather or other unanticipated
25 events may be provided meals or lodging as available, with prior approval by the Department
26 Director, and in accordance with King County Code.

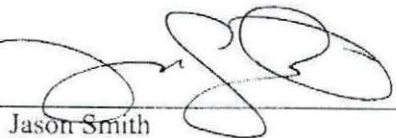
1 **ARTICLE 23: DURATION**

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, 2019 through December 31, 2020. All sections of this Agreement shall
5 take effect prospectively, unless specifically indicated herein.

6
7 APPROVED this 12 day of JUNE, 2020.

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9
10
11 By: 
12 King County Executive

13
14 King County Juvenile Detention Guild:

15
16  4/22/2020
17 Jason Smith
18 President
19 King County Juvenile Detention Guild

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 pre-
18 disciplinary 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 their job. Specifically, the Employer must have a genuine reason to doubt whether an
10 employee can perform job-related essential functions. Investigations into an employee's fitness for
11 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, they may obtain an additional examination at their own expense, within thirty (30) days.

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

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

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

2019 Wage Rates (+3.75%)

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	\$18.7915	\$19.6683	\$20.1274	\$20.5985	\$21.0816	\$21.5773	\$22.0844	\$22.6045	\$23.1376	\$23.6842
4201100	421212	Administrative Specialist I	\$20.6098	\$21.5773	\$22.0844	\$22.6045	\$23.1376	\$23.6842	\$24.2444	\$24.8188	\$25.4072	\$26.0107
4201200	421316	Administrative Specialist II	\$22.6171	\$23.6842	\$24.2444	\$24.8188	\$25.4072	\$26.0107	\$26.6292	\$27.2631	\$27.9121	\$28.5787
4201300	421408	Administrative Specialist III	\$24.8325	\$26.0107	\$26.6292	\$27.2631	\$27.9121	\$28.5787	\$29.2607	\$29.9608	\$30.6776	\$31.4130
5212100	521301	Community Corrections Placement Specialist	\$33.6163	\$35.2316	\$36.0796	\$36.9496	\$37.8416	\$38.7548	\$39.6907	\$40.6497	\$41.6344	\$42.6429
5210200	521102	Community Surveillance Officer	\$27.8241	\$29.1503	\$29.8459	\$30.5601	\$31.2912	\$32.0412	\$32.8097	\$33.5974	\$34.4044	\$35.2316
5213100	521401	Detention Officer	\$27.8241	\$29.1503	\$29.8459	\$30.5601	\$31.2912	\$32.0412	\$32.8097	\$33.5974	\$34.4044	\$35.2316
3419100	341002	Medical Assisstant	\$22.6113	\$23.6745	\$24.2321	\$24.8035	\$25.3894	\$25.9900	\$26.6057	\$27.2366	\$27.8835	\$28.5465
2211200	221604	Inventory Purchasing Specialist II	\$27.9284	\$29.2607	\$29.9608	\$30.6776	\$31.4130	\$32.1663	\$32.9386	\$33.7297	\$34.5408	\$35.3722
9502100	951101	Juvenile Facility Cook - Helper	\$17.5416	\$18.3548	\$18.7814	\$19.2193	\$19.6683	\$20.1274	\$20.5985	\$21.0816	\$21.5773	\$22.0844
9502200	951201	Juvenile Facility Cook/Baker	\$24.2588	\$25.4072	\$26.0107	\$26.6292	\$27.2631	\$27.9121	\$28.5787	\$29.2607	\$29.9608	\$30.6776
9502300	951301	Juvenile Facility Cook/Baker - Lead	\$26.6443	\$27.9121	\$28.5787	\$29.2607	\$29.9608	\$30.6776	\$31.4130	\$32.1663	\$32.9386	\$33.7297
5217100	521701	Orientation and Assessment Specialist	\$33.6163	\$35.2316	\$36.0796	\$36.9496	\$37.8416	\$38.7548	\$39.6907	\$40.6497	\$41.6344	\$42.6429
2441200	243225	Project Program Manager II (Restorative Justice Coordinator)	\$37.6753	\$39.4815	\$40.4186	\$41.3782	\$42.3609	\$43.3672	\$44.3975	\$45.4526	\$46.5331	\$47.6395
3500200	351203	Recreation Coordinator	\$30.5764	\$32.0412	\$32.8097	\$33.5974	\$34.4044	\$35.2316	\$36.0796	\$36.9496	\$37.8416	\$38.7548
5245100	524702	Training Coordinator	\$33.6163	\$35.2316	\$36.0796	\$36.9496	\$37.8416	\$38.7548	\$39.6907	\$40.6497	\$41.6344	\$42.6429
5242200	524210	Volunteer Coordinator	\$35.3931	\$37.0997	\$37.9949	\$38.9125	\$39.8527	\$40.8181	\$41.8068	\$42.8191	\$43.8578	\$44.9227

cba Code: 296

ADDENDUM A

Union Code: Q3

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

1/1/2020 Wage Rates (+1.50%)

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	\$19.0734	\$19.9633	\$20.4293	\$20.9075	\$21.3978	\$21.9010	\$22.4157	\$22.9436	\$23.4847	\$24.0395
4201100	421212	Administrative Specialist I	\$20.9189	\$21.9010	\$22.4157	\$22.9436	\$23.4847	\$24.0395	\$24.6081	\$25.1911	\$25.7883	\$26.4009
4201200	421316	Administrative Specialist II	\$22.9564	\$24.0395	\$24.6081	\$25.1911	\$25.7883	\$26.4009	\$27.0286	\$27.6720	\$28.3308	\$29.0074
4201300	421408	Administrative Specialist III	\$25.2050	\$26.4009	\$27.0286	\$27.6720	\$28.3308	\$29.0074	\$29.6996	\$30.4102	\$31.1378	\$31.8842
5212100	521301	Community Corrections Placement Specialist	\$34.1205	\$35.7601	\$36.6208	\$37.5038	\$38.4092	\$39.3361	\$40.2861	\$41.2594	\$42.2589	\$43.2825
5210200	521102	Community Surveillance Officer	\$28.2415	\$29.5876	\$30.2936	\$31.0185	\$31.7606	\$32.5218	\$33.3018	\$34.1014	\$34.9205	\$35.7601
5213100	521401	Detention Officer	\$28.2415	\$29.5876	\$30.2936	\$31.0185	\$31.7606	\$32.5218	\$33.3018	\$34.1014	\$34.9205	\$35.7601
3419100	341002	Medical Assisstant	\$22.9505	\$24.0296	\$24.5956	\$25.1756	\$25.7702	\$26.3799	\$27.0048	\$27.6451	\$28.3018	\$28.9747
2211200	221604	Inventory Purchasing Specialist II	\$28.3473	\$29.6996	\$30.4102	\$31.1378	\$31.8842	\$32.6488	\$33.4327	\$34.2356	\$35.0589	\$35.9028
9502100	951101	Juvenile Facility Cook - Helper	\$17.8047	\$18.6301	\$19.0631	\$19.5076	\$19.9633	\$20.4293	\$20.9075	\$21.3978	\$21.9010	\$22.4157
9502200	951201	Juvenile Facility Cook/Baker	\$24.6227	\$25.7883	\$26.4009	\$27.0286	\$27.6720	\$28.3308	\$29.0074	\$29.6996	\$30.4102	\$31.1378
9502300	951301	Juvenile Facility Cook/Baker - Lead	\$27.0440	\$28.3308	\$29.0074	\$29.6996	\$30.4102	\$31.1378	\$31.8842	\$32.6488	\$33.4327	\$34.2356
5217100	521701	Orientation and Assessment Specialist	\$34.1205	\$35.7601	\$36.6208	\$37.5038	\$38.4092	\$39.3361	\$40.2861	\$41.2594	\$42.2589	\$43.2825
2441200	243225	Project Program Manager II (Restorative Justice Coordinator)	\$38.2404	\$40.0737	\$41.0249	\$41.9989	\$42.9963	\$44.0177	\$45.0635	\$46.1344	\$47.2311	\$48.3541
3500200	351203	Recreation Coordinator	\$31.0350	\$32.5218	\$33.3018	\$34.1014	\$34.9205	\$35.7601	\$36.6208	\$37.5038	\$38.4092	\$39.3361
5245100	524702	Training Coordinator	\$34.1205	\$35.7601	\$36.6208	\$37.5038	\$38.4092	\$39.3361	\$40.2861	\$41.2594	\$42.2589	\$43.2825
5242200	524210	Volunteer Coordinator	\$35.9240	\$37.6562	\$38.5648	\$39.4962	\$40.4505	\$41.4304	\$42.4339	\$43.4614	\$44.5157	\$45.5965

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

7/1/2020 Wage Rates (+1.50%)

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	\$19.3552	\$20.2583	\$20.7312	\$21.2165	\$21.7140	\$22.2246	\$22.7469	\$23.2826	\$23.8317	\$24.3947
4201100	421212	Administrative Specialist I	\$21.2281	\$22.2246	\$22.7469	\$23.2826	\$23.8317	\$24.3947	\$24.9717	\$25.5634	\$26.1694	\$26.7910
4201200	421316	Administrative Specialist II	\$23.2956	\$24.3947	\$24.9717	\$25.5634	\$26.1694	\$26.7910	\$27.4281	\$28.0810	\$28.7495	\$29.4361
4201300	421408	Administrative Specialist III	\$25.5775	\$26.7910	\$27.4281	\$28.0810	\$28.7495	\$29.4361	\$30.1385	\$30.8596	\$31.5979	\$32.3554
5212100	521301	Community Corrections Placement Specialist	\$34.6248	\$36.2885	\$37.1620	\$38.0581	\$38.9768	\$39.9174	\$40.8814	\$41.8692	\$42.8834	\$43.9222
5210200	521102	Community Surveillance Officer	\$28.6588	\$30.0248	\$30.7413	\$31.4769	\$32.2299	\$33.0024	\$33.7940	\$34.6053	\$35.4365	\$36.2885
5213100	521401	Detention Officer	\$28.6588	\$30.0248	\$30.7413	\$31.4769	\$32.2299	\$33.0024	\$33.7940	\$34.6053	\$35.4365	\$36.2885
3419100	341002	Medical Assisstant	\$23.2896	\$24.3847	\$24.9591	\$25.5476	\$26.1511	\$26.7697	\$27.4039	\$28.0537	\$28.7200	\$29.4029
2211200	221604	Inventory Purchasing Specialist II	\$28.7663	\$30.1385	\$30.8596	\$31.5979	\$32.3554	\$33.1313	\$33.9268	\$34.7416	\$35.5770	\$36.4334
9502100	951101	Juvenile Facility Cook - Helper	\$18.0678	\$18.9054	\$19.3448	\$19.7959	\$20.2583	\$20.7312	\$21.2165	\$21.7140	\$22.2246	\$22.7469
9502200	951201	Juvenile Facility Cook/Baker	\$24.9866	\$26.1694	\$26.7910	\$27.4281	\$28.0810	\$28.7495	\$29.4361	\$30.1385	\$30.8596	\$31.5979
9502300	951301	Juvenile Facility Cook/Baker - Lead	\$27.4436	\$28.7495	\$29.4361	\$30.1385	\$30.8596	\$31.5979	\$32.3554	\$33.1313	\$33.9268	\$34.7416
5217100	521701	Orientation and Assessment Specialist	\$34.6248	\$36.2885	\$37.1620	\$38.0581	\$38.9768	\$39.9174	\$40.8814	\$41.8692	\$42.8834	\$43.9222
2441200	243225	Project Program Manager II (Restorative Justice Coordinator)	\$38.8056	\$40.6659	\$41.6312	\$42.6195	\$43.6317	\$44.6682	\$45.7294	\$46.8162	\$47.9291	\$49.0687
3500200	351203	Recreation Coordinator	\$31.4937	\$33.0024	\$33.7940	\$34.6053	\$35.4365	\$36.2885	\$37.1620	\$38.0581	\$38.9768	\$39.9174
5245100	524702	Training Coordinator	\$34.6248	\$36.2885	\$37.1620	\$38.0581	\$38.9768	\$39.9174	\$40.8814	\$41.8692	\$42.8834	\$43.9222
5242200	524210	Volunteer Coordinator	\$36.4549	\$38.2127	\$39.1347	\$40.0799	\$41.0483	\$42.0426	\$43.0610	\$44.1037	\$45.1735	\$46.2704

MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2019 through December 31, 2020
For Represented Benefits-Eligible Employees
By and Between
King County
And
Joint Labor Management Insurance Committee of Unions

Subject: Joint Labor Management Insurance Committee Benefits Agreement

WHEREAS, certain designated representatives of King County ("County") and the Joint Labor Management Insurance Committee of Unions ("Unions") signatory to this Memorandum of Agreement ("Agreement"), referred to hereafter as the "Parties," have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purpose 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 have agreed to a format for negotiating plan provisions and funding to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, the JLMIC agrees that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan ("HMO"), a Preferred Provider Organization Plan ("PPO") and an Accountable Health Network Plan ("AHN"); and

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

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

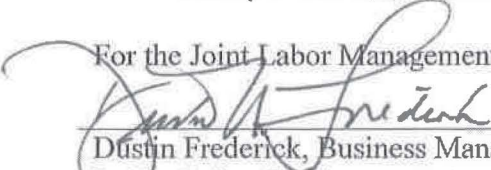
1. **Scope of Agreement.** This Agreement shall be offered by the County to all employees represented by the unions signatory to the 2017-2018 JLMIC Health Benefits Memorandum of Agreement. In addition, this Agreement shall apply to any non-represented employees identified by the County to be treated in the same way as the represented employees covered by this Agreement. This Agreement shall not be offered to any employees represented by the Amalgamated Transit Union, Local 587, the King County Police Officers' Guild, the Puget Sound Police Managers Association, and the Technical Employees' Association representing employees in Transit. All employees to which this Agreement applies shall be referred to as "JLMIC-Eligible Employees."
2. **Continuation and Administration of JLMIC Protected Fund Reserve.** The balance of the 2018 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 in 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 except for benefits outlined in this Agreement. 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. Commencing on January 1, 2019, the County shall maintain the same funding rate contributed in 2018 (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
 - B. Commencing on January 1, 2020, the County shall maintain the same funding rate contributed in 2018 (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, is 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, provides 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. **Modification to Health and Welfare Plan Provisions.** 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.
7. **Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachment A, including but not limited to maintaining the 2019-2020 JLMIC-Eligible Employees' out-of-pocket costs for the HMO, PPO and ACN plans, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The Parties hereby agree that modifications will be by written agreement subject to ratification, as necessary.
8. **Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer HRA VEBA benefits to JLMIC-Eligible Employees as described in Attachment B.
9. **Supplemental Medical Plan(s).** During the term of this Agreement, the Parties may add a supplemental plan(s) option(s) beyond the HMO, PPO and ACN plans for the 2019-2020 benefits years.
10. **Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a reconciliation meeting no later than April 15th 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.
11. **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 1st 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 (1) expert selected by the Unions, and one (1) expert selected jointly by the two (2) 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 15th. 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 paid out of the PFR.


12. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2021) no later than January of 2020.
13. **Total Agreement.** This Agreement constitutes the entire agreement with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
14. **Term.** This Agreement shall be in effect following adoption of an ordinance by the King County Council, from January 1, 2019 through December 31, 2020.

For the Joint Labor Management Insurance Committee of Unions:


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

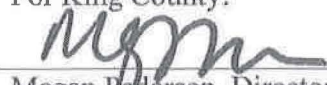
10/18/18
Date

For the Joint Labor Management Insurance Committee of Unions:


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


10/18/18
Date

For King County:


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

10.18.18
Date

For King County:


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

10/18/18
Date

ATTACHMENT A

JLMIC Plan Design for 2019-2020

	Kaiser Permanente*	KingCare SM Select		KingCare SM PPO*	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible (Single/family)	\$0	\$200/\$600 **	\$500/\$1,500	\$300/\$900	
Out-of-pocket maximum (Deductible + copay) Single/Family	\$1,000/\$2,000	\$1,100/\$2,400	\$2,500/\$5,500	\$1,100/\$2,500	\$1,900/\$4,100
Office Visit Copay/Coinsurance	\$20 copay	\$20 (no deductible)	40%	15%	35%
In-patient Hospital Copay/Coinsurance	\$200 copay	10%	40%	15%	35%
Emergency Room	\$100 copay (\$100 for out-of-network)	\$200 copay, 10% coinsurance		\$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		Out of pocket limit on Rx drugs: \$1,500/\$3,000	
Generic	\$10 copay	\$5 copay		\$7 copay	
Brand Formulary	\$20 copay	\$25 copay		\$30 copay	
Non-Formulary	\$30 copay	\$75 copay		\$60 copay	
2019 Deductible Waiver	\$0	\$200 lower deductible		\$0	
Benefit Access Fee	\$0	\$0		\$100 ***	

* There is only Gold level plans in 2019. The Bronze and Silver level plans have been eliminated.

** The AHN in-network deductible for 2019 is \$0/\$400.

*** The Benefit Access Fees are paid on a pre-tax basis.

ATTACHMENT B
MEMORANDUM OF AGREEMENT
Regarding HRA VEBA
January 1, 2019 through December 31, 2020
For Represented Benefits-Eligible Employees
By and Between
King County
And
Joint Labor Management Insurance Committee of Unions

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 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).

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 2019 and 2020, 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, 2020, 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, 2019, through December 31, 2020, 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.

**MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2019 through December 31, 2020
For Represented Benefits-Eligible Employees
By and Between
King County
And**

Joint Labor Management Insurance Committee of Unions

Subject: SmartCare Plan - ACA "Grandfather Status"

WHEREAS, the Joint Labor Management Insurance Committee (JLMIC) is empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees to be effective on January 1 of the following calendar year;

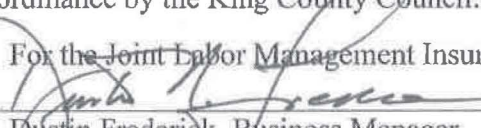
NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. Due to changes to the SmartCare plan (HMO), it lost "grandfather status" under the Affordable Care Act (ACA). Therefore, the JLMIC agrees to make the following changes to comport with law:

- a. The emergency room and prescription copays will apply to the annual out-of-pocket maximum.
- b. The emergency room copay for out-of-network coverage will be at the same rate of the in-network emergency room copay.

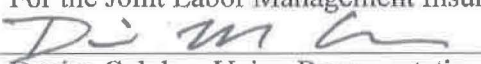
2. **Term:** This Agreement shall be in effect January 1, 2019 following adoption of an ordinance by the King County Council.

For the Joint Labor Management Insurance Committee of Unions:


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


10/18/18
Date

For the Joint Labor Management Insurance Committee of Unions:


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

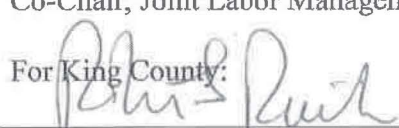
10/18/18
Date

For King County:


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

10.18.18
Date

For King County:


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

10/18/18
Date

**MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2019 through December 31, 2020
For Represented Benefits-Eligible Employees**

**By and Between
King County
And
Joint Labor Management Insurance Committee of Unions**

Subject: Early Retiree Subsidy

WHEREAS, the Joint Labor Management Insurance Committee (JLMIC) is empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees to be effective on January 1 of the following calendar year;

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

1. JLMIC-Eligible Employees who retire from County service and elect a JLMIC benefits plan upon retirement shall be eligible for a medical premium subsidy, as provided under Section 2 below, provided they meet the following terms and conditions:

- a. The JLMIC-Eligible Employee retires as defined by the County.
- b. The JLMIC-Eligible Employee retires in 2019 or 2020; or,
- c. The JLMIC-Eligible Employee retired between January 1, 2016 and December 31, 2018, and elects a JLMIC plan during open enrollment for the 2019 benefit year (there is no retroactive application of the subsidy prior to 2019).
- d. The JLMIC-Eligible Employee is not eligible for Medicare.

2. The medical premium subsidy shall be the COBRA rate for each offered medical plan (e.g., PPO, HMO) and plan tier (e.g., retiree only, retiree and spouse, retiree and child(ren), retiree and full family).

3. **Term:** This Agreement shall be in effect January 1, 2019 following adoption of an ordinance by the King County Council.

For the Joint Labor Management Insurance Committee of Unions:


Dustin Frederick, Business Manager

Public Safety Employees Union

Co-Chair, Joint Labor Management Insurance Committee

10/18/18
Date

For the Joint Labor Management Insurance Committee of Unions:


Denise Cobden, Union Representative

Professional and Technical Employees, Local 17

Co-Chair, Joint Labor Management Insurance Committee

10/18/18
Date

For King County:



Megan Pedersen, Director

Office of Labor Relations, King County Executive Office

Co-Chair, Joint Labor Management Insurance Committee

10.18.18
Date

For King County:


Robert Railton, Labor Relations Manager

Office of Labor Relations, King County Executive Office

Co-Chair, Joint Labor Management Insurance Committee

10/18/18
Date

**MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2019 through December 31, 2020
For Represented Benefits-Eligible Employees**

**By and Between
King County
And
Joint Labor Management Insurance Committee of Unions**

Subject: Long Term and Short Term Disability Plans

WHEREAS, the Joint Labor Management Insurance Committee (JLMIC) is empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees to be effective on January 1 of the following calendar year;

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

Long Term Disability - Summary:

1. The current Long Term Disability Plan (LTD) buy-up plan (i.e., 90 days elimination period) JLMIC-Eligible Employees can elect to self-pay will be eliminated.
2. The JLMIC will fund 100% of the cost of Long Term Disability Plan (LTD) that has an elimination period of 90 days for JLMIC-Eligible Employees. This improves the current LTD plan which had a 180 days elimination period.
3. The benefit amount will be 60% of the employee's salary up to \$7,200 maximum monthly amount. This improves the salary replacement amount which was \$6,000 maximum monthly amount.

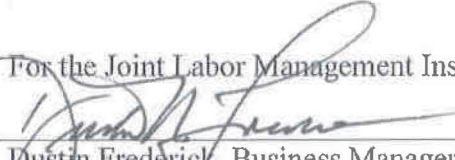
Short Term Disability - Summary:

1. The JLMIC shall offer a Short Term Disability Plan (STD) option for JLMIC-Eligible Employees who will be responsible for paying 100% of the premium cost.

2. If a JLMIC-Eligible Employee elects the STD, the plan will provide a benefit amount of 60% of salary up to \$1,500 maximum weekly benefit (\$130,000 annual salary) for a 90 day benefit period.

3. **Term:** This Agreement shall be in effect January 1, 2019 following adoption of an ordinance by the King County Council.

For the Joint Labor Management Insurance Committee of Unions:


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

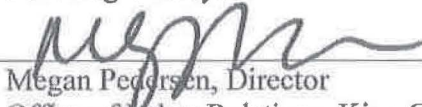
10/18/18
Date

For the Joint Labor Management Insurance Committee of Unions:


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

10/18/18
Date

For King County:


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

10.18.18
Date

For King County:


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

10/18/18
Date

MEMORANDUM OF AGREEMENT
Regarding Insured Benefits
January 1, 2019 through December 31, 2020
For Represented Benefits-Eligible Employees

By and Between
King County
And
Joint Labor Management Insurance Committee of Unions

Subject: Vision Plan Enhancement

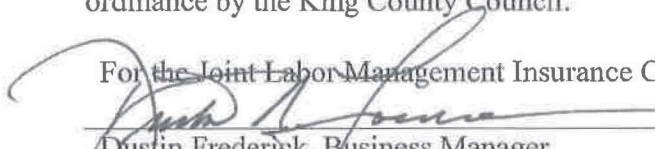
WHEREAS, the Joint Labor Management Insurance Committee (JLMIC) is empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees to be effective on January 1 of the following calendar year;

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

1. The hardware (i.e., frames, contacts) allowance under the vision plan will be increased to \$200 every 24 months from \$130 every 24 months.

2. **Term:** This Agreement shall be in effect January 1, 2019 following adoption of an ordinance by the King County Council.

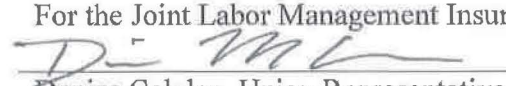
For the Joint Labor Management Insurance Committee of Unions:


Dustin Frederick, Business Manager
Public Safety Employees Union

Co-Chair, Joint Labor Management Insurance Committee


10/18/18
Date

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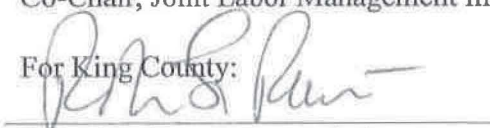
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Megan Pedersen, Director
Office of Labor Relations, King County Executive Office
Co-Chair, Joint Labor Management Insurance Committee

10.18.18
Date

For King County:


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

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