



Meeting Date: August 27, 2018
Agenda Item No:

Kitsap County Board of Commissioners

Office/Department: Human Resources Department

Staff Contact & Phone Number: Kate Cummings, Labor Relations Analyst, 360.307.4344

Agenda Item Title: Collective Bargaining Agreement (CBA) KC-267-18 between Kitsap County and the Juvenile Detention Officers' Guild for 2018-2020 CBA.

Recommended Action: Move that the Kitsap County Board of Commissioners execute CBA KC-267-18 between Kitsap County and the Juvenile Detention Officers' Guild.

Summary:

The parties have settled a 2018-2020 collective bargaining agreement:

1. **Wages:** 2018 – 1% effective first full pay period in January. 2019 – no wage adjustment. 2020 – reopener on wages.
2. **Salary steps:** effective January 1, 2019, add annual Step 13 to the pay scale for Juvenile Detention Officers (currently capped at Step 12), at 2.5% above Step 12
3. **Health and Welfare Benefits:** 2018 – already settled in Memorandum of Understanding KC-265-15-D. 2019 – employer and employee will proportionally share any increased amount in medical rates, except that employer will pay first 4.6% increase in Premera and first 7.8% increase in Kaiser for 2019 only. County will contribution 37% of the cost of the WA Paid Family and Medical Leave premium, or whatever percentage is contributed on behalf of any other non-interest arbitration-eligible employee. 2020 – reopener on health and welfare benefits.
4. **Annual leave:** increased accrual rates to be commensurate with 2017 change to accrual rates for non-represented employees.
5. **Holidays:** added reference to two unpaid religious holidays provided for in WA state law.
6. **Sick leave:** updated language to be compatible with new 2018 WA sick leave law.
7. **Bereavement leave:** eliminated distinction between in-state and out-of-state deaths for purposes of bereavement leave. Employees may now take up to 3 days of bereavement leave, and may be authorized for additional leave for grieving, to be taken as sick leave.
8. **Guild security:** modified existing Guild security language to be compatible with *Janus v. AFSCME* US Supreme Court decision.

	<p>9. Grievance procedure: County and Guild will split the cost of arbitrator fees and expenses equally, rather than having the party ruled against by the arbitrator pay the arbitrator fees and expenses.</p> <p>10. Term: Unless expressly specified otherwise, August 13, 2018 through December 31, 2020</p>		
Attachments:	1. Collective Bargaining Agreement KC-267-18		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:	\$16,500 [2018 – included in budget] \$19,800 [2019]		
Related Revenue for this specific action:	None		
Cost Savings for this specific action:	None		
Net Fiscal Impact:	None		
Source of Funds:	General (9422)		
Fiscal Impact for Total Project – \$36,300			
<u>Fiscal Impact (DAS) Review</u>			
Departmental/Office Review & Coordination			
Department/Office	Elected Official/Department Director		
Human Resources Department – Labor Relations	Nancy Buonanno Grennan		
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-267-18	Pending	\$36,300	



Kitsap County
CONTRACT REVIEW SHEET
 (Chapter 3.56 KCC)

A. GENERAL INFORMATION

1. Contractor Juvenile Detention Officers' Guild

2. Purpose Provide 2018-2020 CBA

3. Contract Amount \$36,300 Disburse Receive

4. Contract Term 1/1/2018 – 12/31/2020

5. Contract Administrator Kate Cummings Phone 360.307.4344

Approved: Nancy Buonanno Grennan Date 8/3/2018
Department Director

B. AUDITOR – ACCOUNTING INFORMATION

1. Contract Control Number KC-267-18

2. Fund Name General

3. Payment from-Revenue to CC/Account Nbr 9422. Various

4. Encumbered By David Schureman Date 8/6/2018

C. AUDITOR'S ACCOUNTING – GRANTS REVIEW
Signature required only if contract is grant funded

1. Approved Not Approved
 Reviewer N/A Date N/A

2. Comments:

D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW

1. Approved Not Approved
 Reviewer Tim Perez Date 8/7/2018

2. Comments:

E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW
Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)

1. Approved Not Approved
 Reviewer Kristofer Carlson Date 8/6/2018

2. Comments:

F. HUMAN RESOURCES DEPARTMENT – HUMAN RESOURCES DIRECTOR REVIEW
Signature required only if union or employment contract

1. Approved Not Approved
 Reviewer _____ Date _____

2. Comments:

G. PROSECUTING ATTORNEY REVIEW

1. Approved as to Form Not Approved as to Form
 Reviewer Jacquelyn M. Aufderheide Date 08-21-2018

2. Comments: Comments provided to contract administrator

H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.
 (For contract signing authority, see KCC 3.56.075)

Contract Administrator: Kate Cummings Date 8/22/2018
 Date Approved by Authorized Contract Signer: _____ Date _____
 RETURN SIGNED ORIGINALS TO: Kate Cummings, LR, Ext. 4344



AGREEMENT BETWEEN

**KITSAP COUNTY,
KITSAP COUNTY SUPERIOR COURT**

AND

JUVENILE DETENTION OFFICERS' GUILD

KC-267-18

January 1, 2018 through December 31, 2020

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AGREEMENT BETWEEN KITSAP COUNTY, THE KITSAP COUNTY SUPERIOR COURT, AND KITSAP COUNTY JUVENILE DETENTION OFFICERS' GUILD

ARTICLE 1. PARTIES AND PURPOSE

- A. These Articles constitute the agreement between Kitsap County, the Kitsap County Superior Court (hereinafter referred to as the "Employer") and Kitsap County Juvenile Detention Officers' Guild (hereinafter referred to as the "Guild").
- B. As provided by Washington law, the purpose of this Agreement is to set forth the terms and conditions of employment for covered employees.
- C. Employer recognizes the Guild as the exclusive bargaining representative for the following bargaining unit within the Kitsap County Superior Court as certified by the Public Employment Relations Commission:

All regular full-time and regular part-time juvenile detention officers and juvenile food service workers of the Kitsap County Juvenile Department, excluding supervisors, confidential employees, and all other employees.

In addition to regular employees, and only for the purposes of identifying bargaining unit eligibility, in accordance with WAC 391-35-350 (1), all part-time extra help on-call employees who work more than 347 hours per calendar year, (or one-sixth of the regular annual hours normally worked by full-time employees), are included in this bargaining unit. During January of each calendar year, the County shall review the number of hours worked by part-time extra help on-call employees in the preceding calendar year to determine which employees meet the "one-sixth" test to be included in this bargaining unit.

- D. Upon written authorization of an employee, the Employer shall deduct monthly dues from the salary of such employee and shall transmit such amount to the Guild. No dues or initiation fees shall be deducted from an employee's pay unless the employee has executed and provided the Employer and the Union with individual copies of the required authorization form.
- E. The Employer and the Guild agree that employees covered under this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, make an election whether or not to become a member of the Guild in good standing.
- F. The Employer will furnish the Guild, upon written request, a list of all bargaining unit members covered by this Agreement who have been hired, re-hired, laid off, terminated or promoted into a job classification covered by this Agreement.

- G. The Guild agrees to defend, indemnify, save and hold the Employer harmless from, for and against any and all claims made and against any suit instituted against Kitsap County or the Employer on account of any check-off of dues for the Guild or otherwise out of the application of this Article.

ARTICLE 2. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- A. **Regular Full-Time Employee:** An employee who is in a regular budgeted position and whose normal work schedule is intended to be forty (40) hours of work per week.
- B. **Regular Part-Time Employee:** An employee who is regularly assigned to work at least forty (40) but less than eighty (80) hours in a two week pay period shall accrue and receive benefits (including but not limited to: holiday, annual leave, sick leave, civil leave, military leave, and longevity bonus) on a prorated basis.
- C. **Part-time Extra Help/On-Call Employee:** A non-budgeted, extra help/on-call employee who works more than 347 hours per calendar year (or one-sixth of the regular annual hours normally worked by full-time employees), shall be paid according to the wage schedule in this Agreement. These employees shall not otherwise receive any employment based benefits, except as specifically provided for in this Agreement or as otherwise required by law. During January of each calendar year, the County shall review the number of hours worked by part-time extra help on-call employees in the preceding calendar year to determine which employees meet the one-sixth test to be included in this bargaining unit.
- D. **Continuous Service:** Length of continuous service by an employee including periods of authorized paid leave. An employee who terminates and is reemployed within twelve (12) calendar months of the termination date shall have his/her continuous service date adjusted by the time between termination and re-employment. All benefits based on length of service are computed on the basis of continuous service, unless otherwise specified. Continuous service dates are adjusted for any period of absence in a leave without pay status.
- E. **Seniority:** The County shall maintain an active seniority list for all current bargaining unit members. The list may be modified from time-to-time, as bargaining unit members change, subject to agreement between the County and the Guild. Seniority shall be defined as the length of continuous service by classification of an employee including periods of authorized paid leave. An employee who terminates and is re-employed, within thirty (30) days, shall have the continuous service date adjusted by the time between termination and re-employment. All benefits based on length of service are computed on the basis of continuous service, unless otherwise specified. An employee's seniority or

continuous service date is used to determine eligibility for step increases, leave accruals, shift bidding and layoffs.

- F. Registered Domestic Partner (RDP): The domestic partner of a Kitsap County regular full-time or part-time employee who is registered in Washington State's Domestic Partner registry, consistent with its terms and conditions.
- G. County Administrator: Appointed chief executive position reporting to Board of County Commissioners, responsible for oversight of County functions and operations. In the absence of the County Administrator, the Chair of the Board of County Commissioners shall perform or delegate those functions assigned to the County Administrator in this Collective Bargaining Agreement.

ARTICLE 3. PROBATIONARY PERIODS AND DISCIPLINE

A relationship of trust and confidence between Employees and the Employer is essential to effective communications. Detention officers are obligated to respect the rights of all people, and the employer is obligated to respect the rights of its employees. Investigators and decision makers will respect an employee's constitutional and other due process rights including Garrity, Weingarten, and Loudermill.

- A. It is hereby recognized and agreed that the Employer has the right to discharge, suspend or otherwise discipline a regular employee for just cause, subject to the grievance procedure. For the purposes of this section, discipline is defined as written reprimands, suspension, demotion or discharge. Written reprimands may only be appealed through Step 2 of the grievance procedure. However, should the County rely on any written reprimand issued to an employee for purposes of progressive discipline when issuing a suspension or termination, the reprimand shall be considered in the suspension or termination grievance process.
- B. Newly-hired employees shall serve a probationary period of one (1) calendar year. During the term of the probationary period, such employees shall be entitled to all rights and privileges of this Agreement, including access to the grievance procedure, except with respect to termination, which shall be at the sole discretion of the Employer. Probationary employees are eligible to use accrued annual, sick leave and their floating holiday.
- C. Employees shall serve a six (6) month probationary period following promotion. An employee serving a probationary period after promotion may be returned to his/her former classification in the bargaining unit if he/she is incapable of fulfilling his/her duties. Such action is not subject to the grievance procedure. In the event an employee is being returned to his/her former bargaining unit classification under this section, he/she may bump a less senior employee in that classification in the Juvenile Department.

ARTICLE 4. HOLIDAYS

A. The following list of holidays applies to employees in the bargaining unit:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas	December 25th
One Floating Holiday	At employee's choice
Two Unpaid Holidays	At employee's choice

B. The following rules apply for holidays other than New Year's Day, Independence Day, and Christmas Day: 1) if a holiday falls on a Sunday, it shall be observed on the following Monday; or 2) if a holiday falls on a Saturday, it shall be observed the preceding Friday. New Year's Day, Independence Day, and Christmas Day will be observed on the day on which the holiday actually falls.

C. The floating holiday (of eight hours) shall be taken by an employee at any time during the calendar year, with prior approval of the employee's Department Director. The floating holiday shall not accumulate from year to year.

D. Employees who are on leave without pay the day before or the day after a holiday shall not receive compensation for holidays.

E. Regular full-time employees are compensated for eight hours of holiday leave for each full paid holiday observed. Regular and probationary part-time employees shall receive pro-rated holiday pay, based upon an employee's full-time equivalent (FTE) status, as established and approved by the Employing Official and the Kitsap County Budget Office.

F. If an employee is required to work on one of the preceding holidays or if the holiday is celebrated on one of the employee's regular scheduled days off, he/she shall receive an additional eight (8) hours of annual leave for each such holiday; **provided**, nonexempt employees who work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, rather than receiving a day off to observe these four holidays with pay, shall, at the option of the employee, be paid the regular hourly rate plus an amount equal to one and one-half the regular hourly rate or receive the regular hourly rate plus one and one-half of compensatory time off, for each hour actually worked on such holidays. For all holidays, all hours actually worked in an overtime capacity shall be paid at time and one-half times the employee's regular rate of pay; provided, this

represents employees' full compensation owed under the Section and under Article 8, Section C (Overtime) of this Agreement.

G. Holiday Leave Selection Process.

1. Employees will be provided an opportunity to request holidays off by submitting a holiday leave request slip to their shift supervisor. Available Holiday Leave choices will be provided to employees via a holiday leave request slip, which will be distributed no later than two (2) months prior to the holiday listed on the slip. Supervisors will begin accepting holiday leave request slips seven (7) days after the slips have been distributed.
2. Immediately following the annual leave block selection process, employees will designate which one of the four (4) Premium Holidays will be their primary choice. The employee's primary choice will be granted unless it exceeds the limits included in Article 5.F.1. (limits on number of employees on annual leave). If an employee's annual leave block selection, as provided in Article 5.F. (annual approval process), includes one of the four premium holidays, as listed in Section 4.F. (compensation for working on a holiday), that holiday selected as part of the annual leave block will be considered their primary holiday selection.

- I. Employees may take two (2) unpaid holidays at any time during the calendar year for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination organization, or church, with prior approval of the Employing Official, in accordance with RCW 1.16.050(3). The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full work day increment may not be supplemented with paid accrued leave time, and shall not accumulate from year-to-year. Unpaid holidays taken under this law will not result in adjustments to employee's seniority or continuous service dates.

ARTICLE 5. ANNUAL LEAVE

- A. Annual leave is accrued each month of employment; provided, however, the employee is not in a leave without pay status for more than thirty (30) calendar days.

- B. Annual leave with pay shall be earned as follows:

Upon employment 96 hours per year (8 hrs./full month)
Upon completion of three years..... 120 hours per year (10 hrs./full month)
Upon completion of five years160 hours per year (13.33 hrs./full month)
Upon completion of ten years200 hours per year (16.67 hrs./full month)

- C. Employees shall attempt to use annual leave during the year in which it is earned. No more than 360 hours of annual leave may be carried from one calendar year to the next; **provided**, that if any employee has made reasonable attempts during the year to use annual leave, but has been unable to do so due to the needs of the Employer, upon approval by the Department Director, the employee may carry over the unused leave to the next calendar year. Requests for annual leave must be approved in advance by the Employer. Annual leave shall be taken at times scheduled by the Department Director or designee.
- D. Upon separation of an employee by retirement, resignation, layoff, dismissal or death, the employee or beneficiary thereof shall be paid for unused annual leave at the rate being paid at the time of separation; **provided**, employees shall be paid for no more than two hundred and forty (240) hours upon retirement.
- E. Annual Leave approval process. Employees will submit annual leave requests for blocks of one week or more by March 1st for vacations occurring from April 1st until March 30th of the subsequent calendar year. The requests will be approved in order of seniority to a maximum of two one-week blocks of annual leave requested. Annual leave must be taken at times mutually agreeable to the employee and the Employer. In the event of conflicts between employees in requests for leave, the employee with the most seniority shall prevail. Approved requests will be posted in the department by April 1st of each year. All individual leave requests thereafter will be addressed on the order received. The individual annual leave requested must be taken at times mutually agreeable to the employee and the Employer. In the event of conflicts between employees' requests for individual annual leave, the employee first requesting shall prevail. Employees requesting annual leave will attempt to do so no later than ten (10) days prior to the start of the leave. Supervisors will approve or deny the requested leave within seven days from the received request. Requests for leave that do not provide at least seven (7) days for response may be submitted by employees and approved, but the Supervisor may deny the request based solely on the lack of advance notice. When a shift supervisor is not available, requests for annual leave shall be submitted to the Detention Manager. If requests are submitted at the same time, seniority will be used to resolve the tie. Leave slips will be maintained consistent with records retention requirements.
1. Up to, but not exceeding, without specific Director or designee approval, two (2) regular detention officers and one (1) regular kitchen staff on each shift may be approved for annual leave.
 2. In cases when an employee voluntarily transfers to another shift, the Employer will attempt to honor the previously approved leave unless it creates a staffing shortage of more than two regular full time detention officers being off on the same shift. When an employee is involuntarily transferred to another shift (as otherwise provided for in this agreement), the Employer will attempt to honor the previously approved leave. Date changes to previously approved leave outside the requested time of the

original leave will be addressed after subjecting it through the first come, first serve approval process and the Employer's determination that it does not create a staffing shortage as outlined in section 5.E.1.

ARTICLE 6. SICK LEAVE

- A. Employees shall earn and accumulate sick leave at the rate of eight (8) hours for each full month of employment; **provided**, no more than 1200 hours of sick leave may be carried from one calendar year to the next.
- B. Paid sick leave may be used in accordance with the County Personnel Manual.
- C. Sick Leave will be reported in accordance with the County Personnel Manual.
- D. Upon approval by the Director or designee, accrued vacation leave or accrued compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury. However, sick leave shall not be taken as vacation time.
- E. Regular and probationary part-time employees shall earn sick leave on a pro rated basis, based upon employee's full-time equivalent status (FTE) as established and approved by the Employing Official and the Kitsap County Budget Office.

ARTICLE 7. OTHER LEAVES

- A. An employee shall be granted leave with full pay for any regularly scheduled straight-time hours of work missed because he/she was required to be on jury duty or civil leave. Employees who serve at least six (6) hours of paid civil/jury duty in one (1) day, pursuant to this Section, shall have at least eight (8) hours off between the end of their civil/jury duties and the start of their work shift and/or at least eight (8) hours off between the end of their work shift and the start of their civil/jury duties. An employee shall notify the Employer promptly upon receiving notice to report for civil/jury duty and provide proof of compulsion. When an employee is excused or dismissed from civil/jury duty, or while waiting to be impaneled, he/she shall promptly report for work if the employee is regularly scheduled to work at that time. If, pursuant to this section, an employee is relieved of working a shift in order to report for civil/jury duty that day, and is subsequently excused or dismissed from civil/jury duty after having served fewer than six (6) hours of civil/jury duty, the employee shall contact the Juvenile Detention Manager or designee immediately and, if directed to, report to work under the following conditions:
 - 1. Day Shift: An employee who is usually assigned to the day shift will immediately report to duty after being released or dismissed from civil/jury duty and work the remaining hours of the normal day shift. **Example**: if the

employee is released from civil/jury duty at 12:00pm, the employee will report to work and work until 4:00pm.

2. **Swing Shift:** An employee who is usually assigned to the swing shift will report to duty eight (8) hours after being released or dismissed from civil/jury duty and work the remaining hours of the normal swing shift. **Example:** if the employee is released from civil/jury duty at 12:00pm, the employee will report for duty starting at 8:00pm and work until 12:00am.
3. **Graveyard Shift:** An employee who is usually assigned to the graveyard shift will immediately report to duty after being released or dismissed from civil/jury duty and work the remaining hours of the normal day shift. Once the employee completes the day shift, he/she will remain off duty for eight (8) hours before reporting for his/her regularly scheduled graveyard shift. **Example:** if the employee is released from civil/jury duty at 12:00pm, the employee will immediately report to work and work until 4:00pm. The employee will then be off duty for eight (8) hours and report to work again at 12:00am.

B. Employees shall be granted military leave with pay pursuant to the provisions of state and federal laws.

C. Bereavement leave with pay is allowed for an employee to attend and/or make arrangements for a funeral for a death in the employee's immediate family. Immediate family for purposes of this section includes the following, whether related by blood, marriage or registered domestic partnership, and in all cases includes foster and step relationships:

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

Note: Registered Domestic Partners are covered under the Sick Leave provisions of this Section. In order to qualify for this provision, an Employee's domestic partner must be registered with the Washington State Registry for Domestic Partners, and employees must show verification of such registry, upon request by the Kitsap County Personnel Division.

No more than twenty-four (24) hours of bereavement leave is allowed per occurrence and is not cumulative. Additional time off required for grieving may be authorized as sick leave. An employee must obtain approval of the Employing Official or a designee when taking leave. Employees may request additional leave which shall be chargeable to vacation, holiday or compensatory time if needed to make funeral arrangements.

- D. Employees shall be eligible for Family and Medical Leave pursuant to the policies and procedures adopted by Kitsap County for the purposes of implementing federal and state statutory requirements.

ARTICLE 8. RATES OF PAY

- A. Wages for classifications covered by this bargaining unit shall be increased during the term of this agreement as follows:
 - 1. 2018: Effective the first full pay period in January 2018, the existing salary schedule shall be increased by one percent (1.0%).
 - 2. 2019: There shall be no wage adjustment in 2019.
 - 3. 2020: The County and Guild shall reopen and bargain wages (Article 8.A and 8.B) for 2020, as provided in Article 23, Future Negotiations.
 - 4. All wage increases set forth above shall be applied to the first step of each wage scale. Each wage step thereafter shall be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step.
- B. Performance Evaluations and Salary Steps: Employee performance evaluation is intended to promote productivity and strengthen employer/employee relations. The performance evaluation system provides employees and supervisors with a tool for establishing communication regarding performance standards and expectations, identification of problems and concerns, identification of training needs, and the provision of positive reinforcements for areas of excellence. Evaluations are used for as a factor in granting regular status, step increases, layoffs, employee discipline and other employment decisions.
 - 1. Evaluation System:
 - a. The Director may implement a performance evaluation system. The Guild shall be provided notice and an opportunity to bargain changes to the system impacting a mandatory subject of bargaining.
 - b. The performance evaluation system should be based on standards related to an employee's individual work assignments. The employee, at the time of hiring and with any subsequent revisions, will sign an acknowledgement of the standards to be used in the evaluation process.
 - c. The performance evaluation system provides the employee with an opportunity to submit a written response to the contents of his/her evaluation.

2. Performance Evaluation Process:

- a. Every new regular full time or part time employee should be evaluated at a minimum on or about the 180th and 364th calendar days of employment. Probationary employees may be evaluated at any time during their probationary period. Every regular full-time or regular budgeted part-time employee should be evaluated annually prior to the month the employee is eligible for a step increment or the anniversary of the step increment date. Additional personnel evaluations may be used when deemed appropriate by the Director. An employee may also request an additional evaluation if a work-related problem exists that may be resolved through the formal evaluation process. For further information on evaluation procedure, see the "Performance Evaluation Guidelines for Employees and Supervisors" in the Division of Human Resources.
- b. The employee may file a rebuttal statement. The statement becomes a permanent part of the employee's personnel file.
- c. Employees are encouraged to be active participants in the evaluation process and will be provided an opportunity to include comments in the electronic evaluation system.
- d. The performance evaluation, together with related correspondence, is forwarded to the Division of Human Resources for placement in the employee's official personnel file. A photocopy shall be provided to the employee upon request.

3. Salary Step Advancement and Score Requirements: Employees placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or higher will receive a one-step (2.5%) increase following their last advancement or anniversary date in the current position. Step increases will be received annually until the top step is reached; **provided**, an employee must achieve an average evaluation score of 3.0. Juvenile Detention Officers shall not be eligible to advance beyond Step 12 of that classification's pay scale.

- a. Effective January 1, 2019, a new annual Step 13 shall be added to the Juvenile Detention Officer's pay scale at two and one-half percent (2.5%) above the prior step. Effective with the implementation of the new Step 13, all employees who are at Step 12 and have been at Step 12 for twelve (12) or more months shall move to the new Step 13 immediately. Employees with less than twelve (12) months at Step 12 as of the implementation of the new Step 13 shall move to Step 13 on his/her anniversary date.

4. Adjustments to Evaluation Eligibility Dates: Periods in which an employee is on unpaid leave shall not be included and step increment eligibility dates shall be adjusted.
5. Part-Time Budgeted Employees: Part-time employees shall advance as set forth above upon completion of the full-time equivalent number of hours.
6. Time Requirement: If the evaluation is not completed within thirty (30) days after the date the employee is eligible for a step increment solely due to the Employer's delay in completing the evaluation, the eligible step increase shall automatically be implemented.
7. Retroactive Step Increases: Step increases are retroactive to the date of eligibility if delays in granting of the step increases are due to the lack of a current evaluation or failure to submit to the Division of Human Resources the required paperwork within designated time frames.
8. Does Not Meet Score Requirements for a Step Increase: If an employee receives an evaluation score that does not meet the score requirements to be eligible for a step increase, at the discretion of the Director, the employee may be re-evaluated in 60-90 days. If the employee receives an evaluation score that meets the score requirements at a later date, the employee shall be granted the step increase effective on that date and their evaluation date shall be adjusted to the new date.

C. Overtime shall be paid as follows:

1. Employees shall be compensated at the rate of time and one-half (1-1/2) for all actual hours worked in excess of forty (40) in a workweek or eight (8) hours in a work day; **provided**, compensatory time off shall be considered actual hours worked for the purposes of calculating overtime compensation; sick leave, annual leave, and any other compensable absence, excluding compensatory time off, are not considered actual hours worked for the purposes of calculating weekly and daily overtime thresholds.
2. Employees may request to receive compensatory time off in lieu of pay. If such request is granted, such time off shall be taken within ninety (90) days of when it is earned. Granting and scheduling of such time shall be at the discretion of the Employer. At no time shall accrued compensatory time exceed forty (40) hours. Employees shall be paid-out for any compensatory time hours earned in excess of 40 hours, OR for any compensatory time not taken within 90 days of when it is earned. Employees may use accrued compensatory time off to attend pre-scheduled medical appointments when accrued sick leave is not available.

- D. A work week is defined as the seven (7) day period of seven (7) twenty-four (24) hour days, beginning on Monday and ending on Sunday.
- E. Employees called into court on a job related incident or case shall be paid for a minimum of two (2) hours pay or actual hours worked at the overtime rate if other than normal work hours.
- F. An employee who has left work after his/her shift and/or is on a scheduled day off and is called back in to perform job responsibilities and duties as designated by the Detention Manager or his/her designee shall be guaranteed a minimum of two (2) hours pay.
- G. Employees shall receive an additional twenty-five cents (25¢) per hour for swing shift, and an additional thirty-five cents (35¢) per hour for graveyard shift, for all actual hours worked.

ARTICLE 9. PAY PERIOD

The pay period shall be every two (2) weeks. Employees shall receive their bi-weekly checks on Friday following the close of the pay period. All bargaining unit members shall use the automatic payroll deposit that the County provides by assigning this direct deposit of their biweekly paycheck to a financial institution of their choice. Note: Any out of state hardship(s) requiring a paper check will be addressed on an individual case basis.

ARTICLE 10. GRIEVANCE PROCEDURE

- A. Definition: A grievance shall be defined as a dispute or disagreement arising between the employee and/or Guild and the Employer with regard to the interpretation or application of the specific provisions of this Agreement. Specifically excluded from further recourse to the grievance procedure are grievances that have been processed and decided; and grievances not presented within the time limits established in this Article.
- B. Any employee (or the Guild) within the bargaining unit who may feel aggrieved by the Employer's interpretation or application of the terms of this Agreement may seek his/her remedy by the procedure provided in this Agreement.
- C. Time Limits: Any time limits stipulated in this Article may be extended for stated periods of time, by the parties, by mutual written agreement, and any step or steps of the procedure may be waived by mutual written agreement in an effort to expedite the matter. If an aggrieved employee fails to advance his/her grievance to the next step in the grievance procedure within the specified time limit, and in the specified manner, the grievance shall be considered settled. The employer's failure to respond within the time limit at any step in the procedure shall permit the aggrieved employee to advance his/her grievance to the next step of the

procedure. Where time limits are expressed in working days, "working days" shall mean Monday through Friday, excluding holidays. Nothing herein shall give an employee the right to advance a grievance to Step 4, Arbitration, which right is exclusively vested with the Guild.

D. Procedure:

Step 1 - Oral Discussion. Within ten (10) working days of the occurrence which gave rise to the grievance, or within ten (10) working days after the employee becomes aware of the situation giving rise to the grievance, the employee and/or the Guild representative (on behalf of the employee), shall discuss the grievance with a designated member of management. The member of management shall notify the employee of his/her decision on the grievance or provide a reason for a delay in the response within five (5) working days after the discussion with the employee, or the grievance shall be deemed denied. The employee may elect to bypass Step 1, and proceed directly to Step 2 within ten (10) working days.

Step 2 - Written Grievance. If there is no timely response or satisfaction at Step 1, then within ten (10) working days after receipt of the response, or expiration of the time for response, or if the employee elects to bypass Step 1, the employee and/or the Guild representative shall reduce to writing a statement of the grievance or complaint which shall contain the following: (a) the facts upon which the grievance is based; (b) reference to the section or sections of the agreement alleged to have been violated; and (c) the remedy sought. The written grievance shall be filed with the Department Director or his/her designee. The Department Director or designee shall conduct an investigation, and shall notify the aggrieved employee and the Guild in writing of the decision, and the reasons therefore within ten (10) working days after receipt of the written grievance.

Step 3 - If the grievance is not resolved at Step 2 and the moving party wishes to pursue it further, the processes detailed below are followed, depending upon the matter as defined. (note: written reprimands may not be grieved past step 2):

1. Non-Wage Related Matters – If the grievance is not settled at Step 2, the Guild and the Employer agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator, or if no agreement is reached, either party may petition the Public Employment Relations Commission to supply a grievance mediator. Any fees charged by a mediator shall be borne equally by both parties.

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made nor will formal rules of evidence be followed. If a settlement is not reached at mediation, the grievance may be appealed to arbitration in accordance with the procedures in Step 4 below.

In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

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

Step 4 – Arbitration If a satisfactory settlement is not reached or no timely response received at Step 3, then the Guild or the Employer may, within fifteen (15) working days, request arbitration under the procedures described below:

1. Arbitrator Selection. In regard to each case reaching Step 4, the parties will attempt to agree on an arbitrator to hear and decide the particular case. If the parties are unable to agree to an arbitrator within ten (10) working days of the submission of the written request for arbitration, the moving party shall request a list of nine (9) names from the Federal Mediation and Conciliation Service (FMCS) within five (5) working days of the parties' failure to mutually agree upon an arbitrator. The parties may also agree to request a list from Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA). The cost of such list shall be borne equally by both parties. FMCS, PERC or AAA selection procedures shall be followed. Aside from arbitrator selection procedures, the parties do not adopt other FMCS or PERC or AAA arbitration rules.
2. Hearing. The arbitrator shall hold a hearing and accept pertinent evidence submitted by both parties, and shall be empowered to request such data as he/she deems pertinent to the grievant. Each party to the proceedings may call such witnesses as may be necessary. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. The hearing shall be kept private, and shall include only the parties in interest and/or their designated representative(s) and witnesses.
3. Authority of the Arbitrator. The arbitrator shall be authorized to rule and issue a decision in writing on the issue presented for arbitration, which decision shall be final and binding on both parties. The arbitrator shall rule only on the basis of information presented in the hearing before him/her, and shall refuse to receive any information after hearing, except when there is mutual agreement, and in the presence of both parties. The

arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement. The arbitrator's decision shall be made in writing, and if either party wishes to submit post-hearing briefs, said brief(s) may be submitted to the arbitrator on a date within thirty (30) calendar days of the close of hearing. The brief submission date shall be agreed upon by the parties, or if they are unable to agree on a date, designated by the arbitrator. If case briefing is submitted, the arbitrator's written decision shall be issued to the parties within thirty (30) calendar days of submission of the briefs.

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

5. The Parties agree that Mediation (Step 3) and Arbitration (Step 4) for Non-Wage related matters are excluded from provisions of RCW 41.56.123(1), as these subsections of the Grievance procedure for Non-Wage related matters are effective only until December 31, 2020. At that time, the provisions related to the grievance process may be renegotiated or extended upon mutual agreement; and until such time that an agreement is reached for Non-Wage related matters, the grievance procedure will end at Step 2.

ARTICLE 11. LONGEVITY BONUS

A. Upon completion of the following years of employment, Employer shall pay eligible employees an annual longevity bonus, the amounts which follow:

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

- B. The above longevity bonus will be considered earned as of the anniversary date of employment. In the event that an eligible employee terminates employment for any reason prior to the date the above longevity bonus is earned, the employee shall receive a longevity bonus in a prorated amount, which is computed as follows: The number of months between the employee's anniversary date and termination date shall be divided by twelve (12), and the result multiplied with the appropriate annual longevity bonus. The longevity bonus may be paid in the month of or the month following the employee's anniversary date.
- C. The longevity bonus shall be based upon continuous employment, exclusive of those periods wherein an employee is placed upon a leave without pay status; **provided**, when an employee is laid off and rehired, and the separation does not exceed twelve (12) months, the longevity bonus shall be computed from the employee's most recent continuous service date excluding the lay-off period; **provided further**, when an employee separates from employment and is subsequently rehired, the longevity bonus shall be computed from the date of re-employment; **except** the longevity bonus shall be computed from the date of employee's most recent continuous service date excluding the period of separation, if the period of separation does not exceed thirty (30) days.
- D. Regular full-time or part-time employees hired on or after January 1, 2014 shall not be eligible for the longevity bonus. None of the provisions contained in this article shall apply to employees hired on or after January 1, 2014.

ARTICLE 12. ACTING LEAD WORKER PAY

When a supervisor is unavailable for a particular shift or portion thereof, the Employer may designate an Acting Lead Worker. Among those employees who have agreed to work as an Acting Lead for a specific shift (the "Acting Lead List"), the Director or his/her designee shall designate the employee to be temporarily assigned as Acting Lead Worker, from the Acting Lead List based on seniority in the specific shift or, if there is no volunteer from the Acting Lead List, the employer may also seek volunteers from non-probationary Juvenile Detention Officers on the specific shift. For purposes of this section, seniority shall be assigned based on the date on which employees have indicated their agreement to be included on the list. The employee shall be compensated with an additional seven and one-half percent (7.5%) of the individual employee's regular rate of pay for each hour actually worked.

ARTICLE 13. MEALS FOR DETENTION STAFF

In the event that the Employer is unable to provide a Juvenile Detention Officer and/or lead worker and Food Service Workers with a meal break, the Employer agrees to provide a meal for the affected employee.

ARTICLE 14. HEALTH AND WELFARE BENEFITS

The County will fund, provide, and maintain insured medical and dental benefits and life insurance coverage for all regular full-time and regular part-time employees and it will maintain and contribute to a reserve fund to self-insure against unanticipated increases in the cost of medical benefits. Through payroll deduction, employees will make contributions in the amounts listed in the appendix based on their plan choices. Employee contributions will be applied first to pay the costs of providing benefits.

- A. 2018 Health and Welfare Benefits will be provided in accordance with Memorandum of Understanding KC-265-15-D.
- B. 2019 Medical Benefits:
 - 1. County Contribution:
 - a. **Regular full-time employees:** for regular employees with an established and approved FTE (Full Time Equivalent) of .75 and above, effective with the January 2019 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally. However, as allowed in RCW 42.56.123(2), during the 2019 benefit year only, and not beyond unless otherwise mutually agreed upon, the County shall pay the first four and six-tenths percent (4.6%) rate increase to Premera plans and the first seven and eight-tenths percent (7.8%) rate increase to Kaiser plans. After the 2019 benefit year, unless otherwise mutually agreed by the parties, County and employee contributions will revert to the proportional sharing of contributions as described in the following example:

If the Kaiser total medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%). If the total medical rate is \$1,650 and the County and employee contribution rates are \$1,500 and \$150 respectively, then a 3% increase will result in a \$49.50 total rate increase ($\$1,650 \times 3\% = \49.50). This total rate increase represents a \$45 increase to the County contribution ($\$1,500 \times 3\% = \45) and a \$4.50 increase to the employee contribution ($\$150 \times 3\% = \4.50).
 - b. **Regular part-time employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.

2. **Waiver of Medical Coverage:**

- a. Regular full-time employees who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.
- b. Regular part-time employees may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. This pro-ration will be at 65% of a full-time employee's waiver incentive payment, or \$65. Regular, part-time employees who waive their coverage and enroll in their spouse's or registered domestic partner's County-sponsored medical plan are not eligible to receive the pro-rated waiver incentive payment.

- 3. Double Coverage: County employees may have double coverage under County-sponsored medical plans.

C. **Dental Benefits:**

1. County Contribution:

- a. **Regular, full-time employees:** The County shall pay 100% of the employee-only rate for the County-selected, base dental plan or an optional plan, whichever is less expensive. The County will contribute fifty percent (50%) of the dependent rate or twenty-five dollars (\$25.00) per employee per month, whichever is greater, towards insured dependent dental benefits under the County-sponsored dental plans.
- b. **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.

- 2. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.

- 3. The County-selected base dental plan provides substantially similar benefits to those provided by the Delta Dental Service of Washington (WDS) plan C – Option 2 (\$1,000 a year maximum benefit).

4. Other dental plans will also be offered and, if selected, employees are responsible to contribute any additional cost through payroll deduction. Effective January 1, 2018, the Delta Care dental plan will be closed to new enrollees, and effective January 1, 2020, the County shall cease to offer the Delta Care dental plan.
- D. **Changes to Coverage during Plan-year:** Employees are required to comply with federal, state and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the County.
- E. **Life Insurance:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic life insurance coverage for regular, full-time and part-time employees and their eligible dependents.
- F. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
- G. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
- H. **Long-Term Disability:** The County will contribute the total cost necessary to fund, provide, and maintain County-selected, basic long-term disability coverage for regular, full-time and part-time employees.
- I. **Pre-tax payments:** All employee contributions will be made pre-tax.
- J. **WA Paid Family and Medical Leave:** Effective January 2019, the County will contribute the greater of thirty-seven percent (37%) or the percent contributed on behalf of any other non-interest arbitration-eligible County employee of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04.
- K. **2020 Health and Welfare Benefits:** The County and Guild shall reopen and bargain health and welfare benefits (Article 14) for 2020, as provided in Article 23, Future Negotiations.

Medical Benefits Committee

The Guild representative on the joint labor-management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Guild representative may, but will not be required to cast a vote. If the Guild representative votes for a majority recommendation to the Board of County Commissioners, such recommendation will become a tentative agreement between the parties, subject to final ratification by the bargaining unit membership and approval by the Board of County Commissioners as part of a successor collective bargaining agreement.

The parties recognize that it may be mutually beneficial to memorialize the practice to the joint labor-management Medical Benefits Committee and/or to establish more definite rules for the Medical Benefits Committee's function. Beginning at any time during the term of the agreement, the County or the Medical Benefits Committee may call for joint labor-management discussions, as mutually agreed by the parties, to draft and propose such rules. Any such rules will be subject to adoption by the majority of the units constituting the voting members of the committee and approval by the Board of County Commissioners.

ARTICLE 15. GENERAL PROVISIONS

- A. The cost of printing one Master Copy of this Agreement shall be borne by the County.
- B. All employees required by the County to use their private cars for official business, as directed by the County, shall be reimbursed at the rate established by the Internal Revenue Service for all actual miles traveled. Maximum use shall be made by the employee of County-owned vehicles in order to avoid use of employee's cars. Compensation shall not be made for employees traveling from home to work and return.
- C. The Employer shall allow reasonable time off with pay for Guild members conducting business during their work shifts that is vitally connected with the Employer's business; provided, such time off shall be taken at the consent of the Juvenile Department Director or his/her designee; and provided further, that such consent shall not be unreasonably withheld. Examples of appropriate uses of release time include participation in labor-management meetings, representing employees in grievance meetings, contract negotiation sessions with the Employer. Guild stewards and members will be charged annual leave or leave without pay if no accrued annual leave is available when they are absent from work to perform internal Guild business. In all instances, before leaving the work area or otherwise devoting on-duty time to the performance of Guild business, the Guild stewards and members shall notify their supervisor, obtain approval and notify their supervisor when they return.
- D. The Employer will attempt to arrange shift schedules or grant release time during the course of the normal work day in a manner that the employee members who are part of the Guild's negotiating team will be provided time with pay for purposes of negotiating a new labor agreement; provided, that no more than two (2) members of the Guild's negotiating team shall be on paid status during negotiations sessions; provided further, under no circumstances will the Employer incur overtime as a result of this Section.
- E. Employer shall provide the Guild and employees with copies of current classification descriptions and all future revisions on an annual basis or upon request.

- F. Bargaining unit employees may make occasional but limited use of County-owned communications' resources (telephone, voice mail, electronic mail) for personal communications only if the following conditions are satisfied: there is no cost to the County; and the use of County resources does not interfere with the performance of the employee's official duties; and the use is brief in duration and does not disrupt or distract from the conduct of County business due to volume or frequency; and the use does not compromise the security or integrity of County information or software. Any use must also promote the County's organizational effectiveness or enhance job-related skills of the employee. This section will be applied consistent with both the County's current Electronic Communication Policy and Social Media Use Policy. In cases where the language in this section conflicts with County policies, the language in this section will prevail.
- G. The County and Guild agree that the employer and all Guild members shall adhere to the provisions of the Prison Rape Elimination Act (PREA), subject to any required bargaining.

ARTICLE 16. NONDISCRIMINATION

- A. Neither the Employer, Guild, nor any employee shall in any manner whatsoever discriminate against any employee on the basis of race, color, religion, creed, sex, sexual orientation; marital status, veteran status, national origin, age, HIV status, genetic information or sensory, mental or physical disabilities.
- B. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration and shall not be construed to indicate the sex of any employee.
- C. No employee shall be discharged or discriminated against for upholding lawful Guild activities, fulfilling duties as an officer in the Guild or serving on a Guild committee or member thereof.

ARTICLE 17. SCOPE OF AGREEMENT

- A. In the event that any portion of this Agreement is held invalid to any party, person or circumstances, the remainder of the Agreement or its application to any other party, person or circumstances shall not be affected. If any portion is held invalid, Guild and Employer shall meet forthwith and proceed to negotiate a replacement provision.
- B. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining of its terms. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the

understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Employer and Guild each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such matter may not have been within the knowledge or contemplation of either or both parties, at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive.

ARTICLE 18. LAYOFF AND RECALL

- A. The Employer may lay off an employee whenever such action results from shortage of work or funds, the abolition of a position because of changes in organization, budget adjustments directed by the Board of Commissioners, through the bumping procedures prescribed herein or other reasons outside the employee's control of a non-disciplinary nature; provided, however, that prior to any layoff decision, if there is a legal duty to bargain such decision, the County shall discharge such duty in good faith.

- B. For the purpose of layoff, seniority shall be defined as an employee's length of continuous service (calculated on the basis of a 2080 hour work year) with the Employer in a regular full-time or regular part-time status.
 - 1. Layoff Procedures - In the event of a layoff, seniority and ability will be the factors in determining which employees, within the affected classification with a department will be laid off. When ability is substantially equal, seniority shall be the determining factor. Ability shall be determined by the use of the employee's performance evaluations within the last two years within the affected classification. No regular employee shall be laid off while there are extra help or new probationary employees serving within the affected classification within the Department. Employees laid off shall be given two (2) weeks notice in writing or, at the Employer's option, two (2) weeks separation pay.
 - 2. Ability between affected employees is "substantially equal" if such employees receive a satisfactory rating (3.0) and still there is a one-half ($\frac{1}{2}$) numeric rating point difference between two or more employees as measured by the employer's current performance evaluation system. Should the Employer decide to revise its performance evaluation system during the life of this Agreement, the Employer agrees to meet and confer with the Guild over the proposed revisions prior to implementation.
 - 3. Recall within Department of Layoff - When the County re-hires in the juvenile department after a layoff has occurred, the County shall first attempt to re-hire those employees who were laid off from the affected classification within the department in the reverse order of their layoff, if

they are available for work. In addition, laid off employees shall be considered, if available for work, for positions of equal or lower classifications for which they meet the minimum qualifications. Such re-hired employees shall return with County seniority for purposes of computing fringe benefits, except the period of layoff shall not be counted. Laid off employees shall retain seniority for recall purposes for twelve (12) months following the effective date of the layoff. Fringe benefits shall include annual leave, sick leave and longevity. Employees' previously accrued, unused sick leave balances shall be restored upon reinstatement or reemployment as set forth in 18.2.4 below.

4. Re-employment in Other Departments - Except as otherwise provided in other Kitsap County labor agreements, laid off employees may request to be considered for re-employment in other County departments for positions within current classifications or any equal or lower classifications for which they are determined to meet the minimum qualifications. Laid off employees shall notify the County Personnel Office, and shall complete a Layoff Personnel Form identifying positions for which they are potentially qualified. Qualified employees shall receive consideration by individual departments prior to open recruitment and hiring of new employees of regular full-time or regular part-time position vacancies. Laid off employees shall be eligible to receive such consideration for a period of one (1) year from their effective date of layoff.

ARTICLE 19. STRIKES AND RELATED MATTERS PROHIBITED

- A. Nothing contained in RCW 41.56 shall permit or grant any employee the right to strike or refuse to perform his or her official duties.
- B. The Guild and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing, sick-in, sit-down, or any curtailment or interference with the activities and operation of the Employer for any reason, including any alleged unfair labor practice. The Guild will not cause or permit the employees to refuse, and no employee shall refuse, to cross any picket line established by the Guild or by any labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the Employer against any employee or employees engaged in a violation of this section. Such disciplinary action may be taken selectively at the option of the Employer and shall not preclude or restrict recourse to any other remedies, including an action for damages or specific performance, which may be available to the Employer. The Employer also has the option of canceling this Agreement if the Guild or any employee violates the obligations set forth in this Article.
- C. In the event of a strike, work stoppage, slowdown, picketing, sick-in, sit-down or any curtailment of or interference with the activities and operation of the Employer, whether on the basis of individual choice or collective employees'

conduct, the Guild will, immediately upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.

ARTICLE 20. RIGHTS OF MANAGEMENT RECOGNIZED

- A. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively in Employer. It is expressly recognized that such rights, powers, authority and functions include, but are by no means whatsoever limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto; the determination of the number, size and location of its offices and places of business and equipment to be utilized, and the layout thereof; the right to establish or change shifts, schedules of work and standards of performance, the right to establish, change, combine or eliminate jobs, positions, job classifications and descriptions; the right to establish compensation for new or changed jobs or positions; the right to establish new or change existing procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to utilize on-call employees without restriction; the right to maintain order and efficiency, the right to contract or subcontract any work; the right to designate the work and functions to be performed, the right to establish, administer, or change bonus, incentive or merit compensation plans, the right to make and enforce safety and security rules and rules of conduct; the right to discipline or discharge employees for just cause; the right to determine the number of employees and to direct, manage and supervise the employees.
- B. Employer and Guild agree that the above statement of management rights is for illustrative purposes only, and is not to be construed or interpreted so as to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority and functions of management shall remain exclusively vested in Employer, except insofar as expressly and specifically surrendered or limited by the express provision of this Agreement.

ARTICLE 21. RULES AND REGULATIONS

- A. The Guild and represented employees shall refer to the Juvenile Detention Department's rules and regulations to resolve matters not covered by this Agreement or for clarification of procedures affecting issues covered by this Agreement.
- B. Unless otherwise provided by the terms of this Agreement, the Kitsap County Personnel Manual shall continue to apply to members of this bargaining unit.

Employees shall also refer to the Personnel Manual to resolve matters not covered by this Agreement or for clarification of matters covered by this Agreement. Changes in mandatory subjects of bargaining will be bargained with the Guild at the Guild's request.

ARTICLE 22. TERM OF AGREEMENT

Unless expressly specified otherwise, this Agreement shall become effective August 13, 2018 and shall remain in effect through the 31st day of December, 2020.

ARTICLE 23. FUTURE NEGOTIATIONS

- A. On or before July 1, 2019, the Guild and Employer shall meet to discuss and negotiate the reopeners for 2020 wages as indicated in Article 8, 2020 insurance benefits as indicated in Article 14, and to discuss a possible paid time off program to be effective in 2020.
- B. On or before September 1, 2020, the Guild and Employer shall meet to discuss and negotiate a replacement for this Agreement. Each party pledges to bargain and negotiate in good faith.

ARTICLE 24. UNIFORMS

- A. The Employer shall provide to those employees required to wear uniforms, individual equipment, and specified footwear in accordance with established standards determined and approved by the Superior Court and the Kitsap County Board of Commissioners. The intent of the Employer is to enhance its employees' professional appearance through uniformity, and to maintain clear lines of control and discipline within the Detention Facility for detainees, visitors, and non-detention employees.
- B. Shirts, a lightweight jacket, and individual equipment required for Detention Officers shall be replaced on an as needed basis as determined by the Detention Manager or his designee. Embroidered shirts and lightweight jackets shall be ordered by the Employer, and the costs of such will be incurred by the Employer.
- C. Detention Officers shall be authorized, up to, but not exceeding \$150.00, towards the purchase of their shoes every two year period; provided, however, that all shoes must be closed-toe, lace-up, soft-soled, and consistent with the overall uniform requirements in color. Shoe color may be black or brown, at the option of the employee. The Employer and Guild may meet to discuss specifics or changes to the footwear requirements.
- D. Uniform trousers shall be pre-authorized by the Detention Manager or his/her designee. Detention Officers shall be approved to wear beige khaki pants as part of the uniform. The cost of reimbursement to the Employee shall not exceed \$25.00 for each pair of trousers, up to three pair of trousers per year.

- E. All uniforms and individual equipment purchased by the Employer are to be, and remain the property of, the Employer.
- F. Employees who sustain damage to his/her eye glasses or, wrist watch while in a situation of restraining or escorting a detainee, shall be entitled to, at the option of the Detention Manager or his/her designee, receive in payment the following:
 - 1. Difference, if any, in actual and insurance paid cost to repair or replace his/her eyeglasses.
 - 2. Cost to repair or replace wrist watch up to a maximum sum of \$75.00.
 - 3. No payment for repair or replacement shall be made if the affected employee fails to provide timely and appropriate documentation and proof to the Detention Manager or his/her designee, and fails to cooperate with the Prosecuting Attorney in obtaining appropriate restitution.

ARTICLE 25. HOURS OF WORK & SHIFT BIDDING

- A. Employees shall work shifts as may be assigned from time to time by the Director of Services or designee.
- B. The work week shall consist of a seven (7) day period, which begins on Monday at 12:00 a.m. and ends on Sunday at 11:59 p.m. The regular work schedule for regular full-time employees shall be five (5) consecutive days of eight (8) hour shifts, followed by two consecutive days off. By mutual agreement, the parties may reopen this provision during the term of the Agreement to negotiate movement to an alternate shift schedule.
- C. Employer shall ensure that employees will not be required to work a shift that is scheduled to rotate through two (2) or more shifts during the normal work week; **provided**, such limitation shall not apply to a shift bid implementation change over.
- D. Employees may not work more than sixteen (16) hours within a twenty-four (24) hour period; **provided**, employees shall be allowed to work up to seventeen (17) hours in any 24-hour period when necessitated by operational circumstances, but only upon mutual agreement between the employee and the Employer.
- E. Overtime Callout Procedure: For any overtime assignment arising within the current two week period, the County shall contact employees utilizing a seniority-based roster. For any overtime arising greater than the current two week period, the County shall use the same procedure as above, except that the supervisor shall provide employees two (2) hours to respond before moving to the next employee on the roster.

F. Shift Bidding:

1. Regular full-time employees shall have the right to bid for available shift assignments based upon their placement on the seniority list in Appendix D, and within the affected classification, subject to the following provisions.
2. Management reserves the right to change assigned posts daily or as otherwise needed for operational necessity or emergency situations.
3. In order to align shift assignments with operational needs, the Employer will conduct shift bids from time to time. Shift bidding for regular full-time employees will be conducted on an annual basis to begin no later than November 15th to be implemented the following January. The new schedule shall be implemented no later than the beginning of the first pay period in January.
4. Shift bidding for regular full-time employees' schedules will be on a seniority basis within the affected classification and all shifts that are bid upon shall be confirmed by the original initials of each employee, not a proxy.
5. In the event of a vacancy within the affected classification's schedule, a shift bid will be initiated within 30-days of the vacancy. In such cases, the Employer may decide to bid all assignments in that classification or only assignments of employees junior to the incumbent who vacated the then open position. The new schedule shall be implemented by the Employer as soon as practicable, but not later than sixty (60) days upon completion of the bid.
6. Once a draft schedule has been established by a bid, management retains the right to exercise an override by changing an employee's bid position in the event of exceptional circumstances. Such circumstances include but are not limited to: temporarily addressing personnel matters raised during an investigation (if no sustained finding of wrongdoing is made, the employee shall be returned to their bid-for shift); balancing the assignment of male and female employees on each shift in accordance with bona fide occupational qualifications; and implementing Workers Compensation light duty assignments. If such exceptional circumstances arise, the Guild and Management shall meet at either party's request to discuss potential resolutions to the situation. The employer retains the right to temporarily reassign employees during an investigation.

G. Shift Trades:

Upon locating a second employee willing to change shifts for a requested period of time, an employee may submit a request to switch shifts to their shift supervisor within a reasonable amount of time, who will coordinate with the Detention Manager or his/her designee in evaluating the request. The employer

shall reasonably evaluate the request based on the operational needs of the detention facility and notify the employee of the decision in advance of the requested shift change. The Employer shall have final approval of any trade request. This section is not subject to the grievance process.

H. **Light Duty:**

When available, the Employer shall permit employees suffering from a temporary injury or disability to work a light-duty post. An employee working in a light-duty post shall not remain in the post more than one six (6) consecutive month period, except as approved by the Director or his/her designee or in situations of a medical accommodation, which shall be evaluated on a case-by-case basis. Within the approved time frame, an employee may not be bumped out of a light-duty post.

JUVENILE DETENTION OFFICERS' GUILD

Pepe Pedesclaux, President

Date

KITSAP COUNTY SUPERIOR COURT

Presiding Judge

Date

Signed and dated this _____ day of _____, 2018.

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

ROBERT GELDER, Chair

EDWARD E. WOLFE, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Rates Effective:

1/8/2018

Appendix A – Salary Schedules

Kitsap County

Juvenile Detention (Non-exempt)

Salary Schedule (Annual/Hourly)

Grade Class: D00 Hr/Day 8.00

Pay Grade: DA1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
FD2DAN	Food Svc Wkr 2	\$31,740.80	\$32,531.20	\$33,342.40	\$34,174.40	\$35,027.20	\$35,900.80	\$36,795.20	\$37,710.40	\$38,646.40	\$39,603.20	\$40,601.60	\$41,620.80	\$42,660.80	\$43,721.60
		\$15.26	\$15.64	\$16.03	\$16.43	\$16.84	\$17.26	\$17.69	\$18.13	\$18.58	\$19.04	\$19.52	\$20.01	\$20.51	\$21.02

Pay Grade: DB2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
JV1DBN	Juv Det Officer	\$46,134.40	\$47,278.40	\$48,464.00	\$49,670.40	\$50,918.40	\$52,187.20	\$53,497.60	\$54,828.80	\$56,201.60	\$57,616.00	\$59,051.20	\$60,528.00		
		\$22.18	\$22.73	\$23.30	\$23.88	\$24.48	\$25.09	\$25.72	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10		

Annual rates are shown for illustrative purposes and reflect a full-time salary. Employees on the biweekly pay system may receive portions of that salary in a different calendar year, due to the variations of the pay cycles.

Rates Effective: **1/1/2019**
Kitsap County
Juvenile Detention (Non-exempt)
Salary Schedule (Annual/Hourly)

Grade Class: D00 Hr/Day 8.00

Pay Grade: DA1

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
FD2DAN	Food Svc Wkr 2	\$31,740.80	\$32,531.20	\$33,342.40	\$34,174.40	\$35,027.20	\$35,900.80	\$36,795.20	\$37,710.40	\$38,646.40	\$39,603.20	\$40,601.60	\$41,620.80	\$42,660.80	\$43,721.60
		\$15.26	\$15.64	\$16.03	\$16.43	\$16.84	\$17.26	\$17.69	\$18.13	\$18.58	\$19.04	\$19.52	\$20.01	\$20.51	\$21.02

Pay Grade: DB2

<u>Job Type</u>	<u>Description</u>	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>	<u>08</u>	<u>09</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
JV1DBN	Juv Det Officer	\$46,134.40	\$47,278.40	\$48,464.00	\$49,670.40	\$50,918.40	\$52,187.20	\$53,497.60	\$54,828.80	\$56,201.60	\$57,616.00	\$59,051.20	\$60,528.00	\$62,046.40	
		\$22.18	\$22.73	\$23.30	\$23.88	\$24.48	\$25.09	\$25.72	\$26.36	\$27.02	\$27.70	\$28.39	\$29.10	\$29.83	

Annual rates are shown for illustrative purposes and reflect a full-time salary. Employees on the biweekly pay system may receive portions of that salary in a different calendar year, due to the variations of the pay cycles.

Appendix B – Health and Welfare Benefits Rate Sheets

2019 Kitsap County Monthly Insurance Rates & Contributions for Full-Time Employees (30+ Hrs/Week)												
Kaiser Permanente of WA	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	585.72	585.72	0.00	1,012.54	958.82	53.72	1,201.26	1,124.06	77.20	1,627.84	1,498.70	129.14
Classic	627.00	588.12	38.88	1,084.80	964.06	120.74	1,285.86	1,130.18	155.68	1,743.40	1,507.06	236.34
HDHP w/HSA*	465.04	465.04	0.00	801.40	767.80	33.60	953.90	907.02	46.88	1,289.98	1,209.94	80.04

Premera	Employee Only			Employee + Child(ren)			Employee + Spouse			Employee + Family		
	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost	Monthly Rate	County Contribution	Employee Monthly Cost
Value	658.66	631.30	27.36	1,141.26	1,039.64	101.62	1,350.64	1,218.00	132.64	1,833.22	1,627.64	205.58
Classic	718.50	633.92	84.58	1,246.00	1,044.24	201.76	1,473.34	1,223.40	249.94	2,000.76	1,635.00	365.76
HDHP w/HSA*	551.30	540.58	10.72	953.40	902.48	50.92	1,130.58	1,063.58	67.00	1,532.64	1,425.42	107.22

Employee monthly cost is shown. Payroll deductions will be pre-taxed and split in half between 1st and 2nd pay periods each month.

*County will contribute \$1,200 to an HSA account for employee only enrollment and \$2,400 to an HSA account for employee plus dependent enrollment.

On-Call Training

Per RCW 43.101.220, the corrections personnel of Kitsap County Juvenile Detention initially employed on or after January 1, 1982, shall engage in basic corrections training which complies with standards adopted by the Criminal Justice Training Commission (Commission). The training shall be successfully completed during the first six months of employment of the personnel, unless otherwise extended or waived by the commission, and shall be requisite to the continuation of employment. Employees shall complete mandatory training as specified in the Revised Code of Washington and the Washington Administrative Code for Juvenile Correctional Officers. On-call Detention Officers of Kitsap County Juvenile Detention that have not completed the basic corrections training shall have one year to do so upon contract ratification unless otherwise extended or waived by the Commission. Travel and Training shall be compensated in accordance with Kitsap County Personnel Manual and the FLSA (Fair Labor Standards Act), except, on-call Detention Officers will be compensated for hours spent in this training as if regular work hours. Time spent studying for training classes shall not be compensated.