

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
and
JUVENILE DETENTION OFFICERS' GUILD
KC-267-18-A

RE: Annual Leave

The parties, Kitsap County (County) and Juvenile Detention Officers' Guild (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-267-18 (hereinafter CBA), as follows:

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

ARTICLE 5. ANNUAL LEAVE

[Sub-section 5.A omitted]

- B. Effective January 1, 2018 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 years 160 hours per year (13.33 hrs./full month)
Upon completion of ten years 200 hours per year (16.67 hrs./full month)

[Sub-sections 5.C-E omitted]

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

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

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JUVENILE DETENTION OFFICERS' GUILD

Colleen Dugan 11.16.18
Colleen Dugan, President Date

KITSAP COUNTY SUPERIOR COURT

Ally F. Olson 11/14/18
Presiding Judge Date

Signed and dated this 3 day of DECEMBER, 2018.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Robert Gelder
ROBERT GELDER, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Edward Wolfe
EDWARD WOLFE, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
and
JUVENILE DETENTION OFFICERS' GUILD

KC-267-18-B

RE: 2019 Wage Reopener and 2020 Wages, Health and Welfare Reopener

The parties, Kitsap County (County) and Juvenile Detention Officers' Guild (Union), having bargained in good faith over 2020 reopeners and other items, mutually agree to changes in their Collective Bargaining Agreement, KC-267-18 (hereinafter CBA), as follows:

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

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

[Sub-section D-I omitted]

- J. Each calendar year, employees will be eligible to convert two (2) days of sick leave to volunteer days in accordance with the County Personnel Manual policy on Employee Volunteer Activities.

ARTICLE 7. OTHER LEAVES

[Sub-sections 7.A-B omitted]

- C. Bereavement leave with pay is allowed when an employee experiences 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.

[Sub-section 7.D omitted]

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.
 - a. A one-time only lump sum payment equal to one percent (1.0%) of base annual wages will be made to all eligible employees who are active as of July 5, 2019. The wages will be calculated based upon the base wages of eligible employees in effect on July 5, 2019, and will be paid in the paycheck scheduled for July 12, 2019.

3. 2020:
 - a. Effective the first full pay period in January 2020, a new top step shall be added to each pay grade on the Guild pay scales, equal to 2.5% above the preceding step. Employees who moved into the existing top step on January 7, 2019 will move to the new top step effective on January 6, 2020 (the first day of the first full pay period in January 2020) and January 6 will become the employee's new anniversary date. All other employees will progress at their regular anniversary date. Step movement requires the minimum performance standards are met, as set forth in Article 8.B (Performance Evaluation and Salary) of this Agreement.
 - b. All employees hired on or after January 1, 2020, shall advance within a pay grade as follows, provided the minimum performance score requirement is met in accordance with Article 8.B (Performance Evaluation and Salary) of this Agreement:

Step	Required Service Time
1-4	Progress to the next higher step following six months of service at the current salary step
5-14	Progress to the next higher step following twelve months of service at the current salary step

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.

[Sections B-G omitted]

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 & 2020 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, the County shall absorb the full rate increase to the Premera and Kaiser administered plans in both 2019 and to the Aetna and Kaiser administered plans in 2020 when Aetna replaces Premera as a new third-party administrator for the County's PPO medical plans. Employees' contribution rates will remain at 2018 levels through the life of the contract. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter.

For example, if the Kaiser total medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%). If the total medical rate is \$1,650 and the County and employee contribution rates are \$1,500 and \$150 respectively, then a 3% increase will result in a \$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).

If the rates are expected to increase by more than five percent (5%), the parties agree to explore plan design changes through the Medical Benefits Committee to keep the increase at or below five (5%) percent.

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.

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.

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

3. Except as expressly provided herein, this Contract Amendment shall be effective January 1, 2019.

JUVENILE DETENTION OFFICERS' GUILD

Colleen Dugan June 6, 2019
Colleen Dugan, President Date

Signed and dated this 10 day of JUNE, 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Edward Wolfe
EDWARD WOLFE, Chair

NOT PRESENT

CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels
for Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING
By and Between
KITSAP COUNTY
and
JUVENILE DETENTION OFFICERS' GUILD

KC-267-18-C

RE: Supported Employment Program

Background

In 2017, in order to give meaningful work opportunities to Kitsap County residents with developmental disabilities, the segment of Kitsap's population with the highest levels of unemployment, Kitsap County created a Supported Employment Program in Resolution 197-2017. Kitsap County (County) and the Juvenile Detention Officers' Guild (Guild) agree that the creation of a supported employment program at the County is a positive change that will aid in creating an inclusive government that reflects the communities it serves; a thriving local economy by providing living wage employment opportunities to a segment of our community that has high unemployment rates; and effective and efficient county service by ensuring that employees are working to their highest capability. The program helps include people with developmental disabilities to diversify our workforce. The County and the Guild both feel it is important to become involved with Supported Employment, to significantly enhance opportunities for workers with disabilities to become more active and effective members of the workforce without reductions of any existing Bargaining Unit FTE's.

Agreement

In order to facilitate the inclusion of the Supported Employment Program in the Juvenile Department, the County and the Guild agree to the following with regard to supported employees who are hired into the Juvenile Department:

1. Supported Employment positions will not be used to replace and/or supplant regularly budgeted positions within the Guild, nor will they adversely affect any part of the current agreement the Guild has with the County. It is also recognized that Supported Employees may be conducting a combination of what is currently represented and non-represented work.
2. Upon implementation, Supported Employment positions will not be represented by the Guild; however, nothing in this agreement shall preclude a Supported Employee from seeking representation.
3. Supported Employment positions will not be a cause of layoff of or reduction of hours of regular employees covered under the collective bargaining unit.

4. The parties understand that the intent of the program is to encourage departments to “carve out” tasks into jobs that can be performed by an individual with developmental disabilities. The Juvenile Department shall work with the County’s Human Resources Department to hire qualified individuals to fill those positions. The tasks “carved out” from currently represented work are contingent on Guild agreement and will not be core duties of any represented position.
5. The County agrees to provide the Guild advance notice of any proposed new Supported Employment position and to address any concerns it may have regarding the “carved out” tasks and its impact on regular bargaining unit positions. The County will give notice to the Guild if new tasks are identified for an established Supported Employment position.
6. The parties agree to review this Memorandum of Understanding and discuss each Supported Employment position on an annual basis during the first quarter of each year to ensure the intent of the agreement is adhered to.
7. In the event of potential layoffs in Juvenile Detention, if supported employee(s) are present, the County agrees to convene a meeting with the Union prior to any layoff in order to discuss the need for layoffs and the potential consequences.
8. Except as expressly provided in this Memorandum of Understanding, all other terms and conditions of the parties’ original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
9. This Memorandum of Understanding shall be effective upon execution.

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JUVENILE DETENTION OFFICERS' GUILD

Colleen Dugan 8.14.19
Colleen Dugan, President Date

KITSAP COUNTY SUPERIOR COURT

Robert F. Olson 8/14/19
Presiding Judge Date

DATED this 26 day of AUGUST, 2019.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Edward E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

**CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
and
JUVENILE DETENTION OFFICERS' GUILD**

KC-267-18-D

RE: Medical Waiver Incentive

The parties, Kitsap County (County) and Juvenile Detention Officers' Guild (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-267-18 (hereinafter CBA), as follows:

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

ARTICLE 14. HEALTH AND WELFARE BENEFITS

[A omitted]

B. 2019 Medical Benefits:

[B.1 omitted]

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 and fifty dollars (\$150.00) ~~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. Full-time employees who waive coverage to participate in Medicare are not eligible to receive the waiver-incentive premium pursuant to 42 CFR Section 411.103.
- 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. For coverage effective January 1, 2020, this pro-ration will be one hundred dollars (\$100) 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. Regular, part-time employees who waive their coverage to participate in Medicare are not eligible to receive the waiver-incentive premium, under federal regulations (See 42 CFR Section 411.103).

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

[Sub-section C-K omitted]

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

3. Except as expressly provided herein, this Contract Amendment shall be effective January 1, 2020.

JUVENILE DETENTION OFFICERS' GUILD


Trevor Combs, President

3-5-20
Date

Signed and dated this 23rd day of March, 2020.

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




CHARLOTTE GARRIDO, Chair


ROBERT GELDER, Commissioner


EDWARD WOLFE, Commissioner

ATTEST:


Dana Daniels, Clerk of the Board

MEMORANDUM OF UNDERSTANDING

**By and Between
KITSAP COUNTY
AND
JUVENILE DETENTION OFFICERS' GUILD**

KC-267-18-E

RE: 2022 Health & Welfare Benefits Pending Negotiations

This Agreement is made by and between Kitsap County (County) and Juvenile Detention Officers' Guild. The parties mutually agree as follows:

Whereas, the current collective bargaining agreement, KC-267-18-E between the parties, Kitsap County (County) and JUVENILE DETENTION OFFICERS' GUILD (Guild), expires December 31, 2020. The parties are currently engaged in bargaining for 2022 health and welfare benefits; and

Whereas, in order to comply with regulations regarding IBNR (incurred but not reported) reserves and ensure sustainable medical plan funding, the County is conducting an actuarial review and evaluation of existing rate structures and premium sharing. Based on the results of the actuarial review, the rate structure for all health benefits will be adjusted as recommended by the actuary.

Therefore, during the pendency of the actuarial review process and contractual negotiations, the parties agree to the following provisions regarding health and welfare benefits. This Agreement does not alter the terms of the underlying agreement or the obligation of both parties to bargain for 2022 health and welfare benefits as part of new collective bargaining agreement.

1. As allowed by RCW 41.56.123, the parties will temporarily suspend the language of the collective bargaining agreement which provides for a proportional increase in County and employee monthly contributions toward medical coverage for 2022. There will be no increase to employee medical insurance contributions for 2022 pending completion of the actuarial review and execution of a 2022 and beyond successor agreement.
2. By entering into this Agreement, the parties are not altering or modifying any contractual language. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-267-18-E) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect. The terms of this Agreement are limited to addressing this situation and will not establish a precedent or practice.

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JUVENILE DETENTION OFFICERS' GUILD

Pepe Pedesclaux 11/23/21
Pepe Pedesclaux, President Date

DATED this 6TH day of December, 2021

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Robert Gelder
ROBERT GELDER, Chair
NOT PRESENT

Attest:

Dana Daniels
Dana Daniels, Clerk of the Board

Edward E. Wolfe
EDWARD E. WOLFE, Commissioner
Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

