



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 6, 2018**

**Ordinance 18666**

**Proposed No. 2018-0014.1**

**Sponsors Gossett**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Uniformed Command Association (Corrections  
4 Jail Captains - Department of Adult and Juvenile  
5 Detention) representing employees in the department of  
6 adult and juvenile detention; and establishing the effective  
7 date of the agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between  
10 King County and Uniformed Command Association (Corrections Jail Captains -  
11 Department of Adult and Juvenile Detention) representing employees in the department  
12 of adult and juvenile detention, which is Attachment A to this ordinance, is hereby  
13 approved and adopted by this reference made a part hereof.

14            SECTION 2. Terms and conditions of the agreement shall be effective from  
15            January 1, 2017, through and including December 31, 2020.  
16

Ordinance 18666 was introduced on 1/22/2018 and passed by the Metropolitan King  
County Council on 3/5/2018, by the following vote:

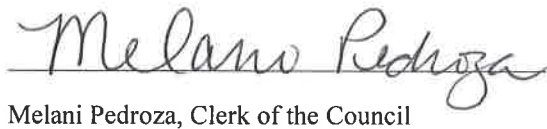
Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
J. Joseph McDermott, Chair

2018 MAR -9 PM 3:26  
RECEIVED  
CLERK OF COUNCIL

ATTEST:

  
Melani Pedroza, Clerk of the Council



APPROVED this 8 day of MARCH, 2018.

  
Dow Constantine, County Executive

**Attachments:** A. Agreement Between Uniformed Command Association Department of Adult and  
Juvenile Detention and King County

**AGREEMENT BETWEEN**  
**UNIFORMED COMMAND ASSOCIATION**  
**DEPARTMENT OF ADULT AND JUVENILE DETENTION**  
**AND**  
**KING COUNTY**

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**AGREEMENT BETWEEN**  
**UNIFORMED COMMAND ASSOCIATION**  
**DEPARTMENT OF ADULT AND JUVENILE DETENTION**  
**AND**  
**KING COUNTY**

**ARTICLE 1: POLICY AND PURPOSE**

**Section 1. Policy:** These articles constitute an Agreement, terms of which have been negotiated in good faith between King County and its Department of Adult and Juvenile Detention, hereinafter referred to as the Employer, and Adult and Juvenile Detention Uniformed Command Association, hereinafter referred to as Association. This agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

**Section 2. Purpose:** The intent and purpose of this Agreement is to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided that the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

**ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

**Section 1. Exclusive Recognition:** The King County Council recognizes the signatory organization as representing Corrections Captains in the Department of Adult and Juvenile Detention.

**Section 2. Employment Lists:** The County will transmit to the Association a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, and salary.

**ARTICLE 3: MANAGEMENT RIGHTS**

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the employer include, but are not limited to the following: Determine the mission, budget, organization, number of employees, and internal security practices of the Department of Adult and Juvenile Detention; Implement and utilize recording video cameras in

1 all facilities excluding Captains' Office space or any other area prohibited by law; recruit, examine,  
2 promote, train employees of its choosing and determine the time and methods of such action;  
3 discipline, suspend, demote, or dismiss employees for just cause; assign and direct the work force;  
4 develop and modify class specifications; determine the method, manner, materials, and tools to  
5 accomplish the work; designate duty stations; and assign employees to those duty stations; establish  
6 reasonable work rules; assign hours of work and take whatever actions may be necessary to carry out  
7 the Department's mission in the case of emergency. In prescribing policies and procedures relating  
8 to personnel and practices, and to the conditions of employment, the Employer will comply with state  
9 law to negotiate or meet and confer, as appropriate.

10 The County may implement a performance evaluation program during the term of the  
11 collective bargaining agreement, after meeting and conferring with the Association in advance.

12 All of the functions, rights, powers, and authority of the Employer not specifically abridged,  
13 deleted, or modified by this Agreement are recognized by the Association as being retained by the  
14 Employer.

#### 15 **ARTICLE 4: ASSOCIATION REPRESENTATION**

16 **Section 1. Negotiation:** Employees who are elected to serve on the Association negotiating  
17 committee shall be allowed time off from duty to attend negotiating meetings with the County  
18 provided, however, that the total cumulative time expended during negotiations does not exceed two  
19 (2) staff hours at County expense for every one (1) hour of negotiations, and provided further, that  
20 prior approval is granted by the Department Director.

21 **Section 2. Association Representatives:** The Department shall afford Association  
22 representatives a reasonable amount of time while on-duty status to consult with appropriate  
23 management officials and/or aggrieved employees, provided that the Association representatives  
24 and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the  
25 business to be conducted, and request necessary time without undue interference with assignment  
26 duties.

27 The Department shall have the option of requiring time spent on such activities to be recorded  
28 by the Association representatives on a time sheet provided by the supervisor. Association

1 representative shall guard against use of excessive time in handling such responsibilities.

2 **ARTICLE 5: HOLIDAYS**

3 **Section 1. Observed Holidays:** The parties shall continue to observe the following paid  
4 holidays:

| <b>Holiday</b>                |                     |
|-------------------------------|---------------------|
| New Year's Day                | (January 1)         |
| Martin Luther King, Jr.'s Day | (day of observance) |
| President's Day               | (day of observance) |
| Memorial Day                  | (day of observance) |
| Independence Day              | (day of observance) |
| Labor Day                     | (day of observance) |
| Veteran's Day                 | (day of observance) |
| Thanksgiving Day              | (day of observance) |
| Friday following Thanksgiving |                     |
| Christmas Day                 | (December 25)       |

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Holidays shall be observed on the dates identified above and otherwise in accordance with  
RCW 1.16.050, as amended.

**Section 2. Holiday Pay:** All employees shall take holidays on the day of observance unless  
their work schedule requires otherwise for continuity of services, in which event, pay for such work  
will be done at one and one-half times the regular rate and the employee shall be eligible for either an  
additional 8 hours of pay at the straight-time regular rate or 8 hours of leave to be added to their  
accrued vacation, at the employee's option. Annually, no later than February 1st, employees shall  
make a selection for how they want their holiday hours credited for the year (pay or leave). In the

1 event the employee does not indicate a preference, the time shall be credited as 8 hours of pay. All  
2 leave accrued under this section will be administered through the vacation plan (including maximum  
3 accruals provided in Article 6, Section 1.2).

4 **Section 3. Floating Holidays:** Each employee shall receive two (2) additional personal  
5 holidays, at eight (8) hours per day, to be administered through the vacation plan (including  
6 maximum accruals provided in Article 6, Section 1.2). One day shall be added to accrued vacation  
7 during the pay period that includes the first of October and during the pay period that includes the  
8 first of November of each year. These days can be used in the same manner as any vacation day  
9 earned.

10 **Section 4. Holiday Eligibility:** In order for employees to be eligible for holiday pay or  
11 accrual, the employee must be in a paid status on the last regularly scheduled shift prior to and the  
12 first regularly scheduled shift after the holiday. However, an employee who has successfully  
13 completed at least five (5) years of service and who retires at the end of the month in which the last  
14 regularly scheduled work day is a holiday will be eligible for holiday pay if the employee is in a pay  
15 status the work day before the day observed as the holiday.

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1 **ARTICLE 6: VACATION**

2 **Section 1. Accrual Rates:** Benefit eligible employees working 40 hours per week, shall  
 3 receive vacation benefits as indicated in the following table:

4

| 5 <b>Beginning with Year</b> | 6 <b>Ending With Year</b> | 7 <b>Months of Service</b> | 8 <b>Vacation Accrual Rate</b> | 9 <b>Approximate Days Accrued Per Year (based on 2080 hours)</b> |
|------------------------------|---------------------------|----------------------------|--------------------------------|--|
| 10 0                         | 11 5                      | 12 000 thru 060            | 13 0.0462 X Basis Hours        | 14 12  |
| 15 6                         | 16 8                      | 17 061 thru 096            | 18 0.0577 X Basis Hours        | 19 15  |
| 20 9                         | 21 10                     | 22 097 thru 120            | 23 0.0616 X Basis Hours        | 24 16  |
| 25 11                        | 26 16                     | 27 121 thru 192            | 28 0.0770 X Basis Hours        | 29 20  |
| 30 17                        | 31 17                     | 32 193 thru 204            | 33 0.0808 X Basis Hours        | 34 21  |
| 35 18                        | 36 18                     | 37 205 thru 216            | 38 0.0847 X Basis Hours        | 39 22  |
| 40 19                        | 41 19                     | 42 217 thru 228            | 43 0.0885 X Basis Hours        | 44 23  |
| 45 20                        | 46 20                     | 47 229 thru 240            | 48 0.0924 X Basis Hours        | 49 24  |
| 50 21                        | 51 21                     | 52 241 thru 252            | 53 0.0962 X Basis Hours        | 54 25  |
| 55 22                        | 56 22                     | 57 253 thru 264            | 58 0.1001 X Basis Hours        | 59 26  |
| 60 23                        | 61 23                     | 62 265 thru 276            | 63 0.1039 X Basis Hours        | 64 27  |
| 65 24                        | 66 24                     | 67 277 thru 288            | 68 0.1078 X Basis Hours        | 69 28  |
| 70 25                        | 71 25                     | 72 289 thru 300            | 73 0.1116 X Basis Hours        | 74 29  |
| 75 26                        | 76 99                     | 77 301 and up              | 78 0.1154 X Basis Hours        | 79 30  |

19 **Section 1.1.** Part-time benefit eligible employees shall accrue vacation leave in accordance  
 20 with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to  
 21 reflect their normally scheduled work week.

22 **Section 1.2.** Full-time benefit eligible employees may accrue up to sixty (60) days (480  
 23 hours) of vacation leave. Part-time benefit eligible employees may accrue vacation up to sixty (60)  
 24 days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave  
 25 beyond the maximum accrual amount on or before the last day of the pay period that includes  
 26 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will  
 27 result in forfeiture of the vacation leave beyond the maximum amount unless the Director of the  
 28 Department of Adult and Juvenile Detention has approved a carryover of such vacation leave because



1 of cyclical workloads, work assignments or other reasons as may be in the best interests of the  
2 Employer.

3 **Section 2. Eligibility for Accrued Vacation:** An employee shall not be granted vacation  
4 benefits if not previously accrued.

5 **Section 3. County Employment While on Vacation:** No person shall be permitted to work  
6 for compensation for the County in any capacity during the time when vacation benefits are being  
7 drawn.

8 **Section 4. Incremental Usage:** Vacation may be used in one half hour increments.

9 **Section 5. Upon Termination:** Upon termination for any reason, the employee will be paid  
10 for unused vacation credit, up to a maximum of 480 hours.

11 **Section 6. Upon Death:** In cases of separation by death, payment of unused vacation  
12 benefits shall be made to the employee's estate, or in applicable cases, as provided by RCW 49.48  
13 and Title 11, up to a maximum of 480 hours.

14 **Section 7. Vacation Leave Donations:** Employees shall be allowed to transfer vacation and  
15 sick leave in accordance with the provisions set forth in King County Code.

16 **Section 8. Maximum Accrual and PERS 1:** PERS 1 employees who retire will be paid up  
17 to a maximum of 480 hours of accrued vacation. Accrued amounts in excess of 480 hours must be  
18 used prior to the date of retirement or be lost.

19 **Section 9. Scheduling of Vacation Leave:** Leave requests within two (2) hours of the shift  
20 may be denied if the use of leave would result in mandatory overtime for a Sergeant to be Acting  
21 Captain.

## 22 **ARTICLE 7: SICK LEAVE**

23 **Section 1. Accrual Rate:** Every employee in a benefit eligible position shall accrue sick  
24 leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive of overtime.  
25 The employee is not entitled to sick leave if not previously earned.

26 **Section 2. Eligible Absences:** Sick leave shall be paid on account of employee absences  
27 from the workplace due to:

28 **A. Employee illness;**

1           B. Noncompensable injury of an employee (e.g. those injuries generally not eligible  
2 for worker's compensation payments);

3           C. Employee exposure to contagious diseases and resulting quarantine;

4           D. Employee disability due to pregnancy or childbirth;

5           E. Employee keeping medical, dental, or optical appointments.

6           F. Other reasons as required by law, including qualifying family medical leave.

7           **Section 3. Vacation Sick Leave:** A benefit eligible employee may, at management's  
8 discretion, be permitted to use up to one-half of his/her accrued vacation (5 days at eight (8) hours per  
9 day) as an essential extension of used sick leave. An employee may use accrued vacation, sick or  
10 other types of accrued leave for a qualifying leave under the Washington Family Care Act.

11           **Section 4. Incremental Usage:** Sick leave may be used in one-half (1/2) hour increments.

12           **Section 5. Maximum Accrual:** There shall be no limit to the hours of sick leave accrued by  
13 an employee.

14           **Section 6. Upon Separation:** Separation from King County employment, except by  
15 retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave  
16 currently accrued to the employee. Should the employee resign in good standing and return to the  
17 County within two (2) years, accrued sick leave shall be restored.

18           **Section 7. Cash Out:** King County will reimburse those employees who have at least five  
19 (5) years service and retire as a result of length of service or who terminate by death, thirty-five  
20 percent (35%) of their unused, accumulated sick leave. All payments shall be made in cash, based on  
21 the employee's base rate. If the bargaining unit has adopted the Voluntary Employee Beneficiary  
22 Association (VEBA), this cash out shall be subject to those provisions.

23           **Section 8. Worker's Compensation:** Employees injured on the job cannot simultaneously  
24 collect sick leave and worker's compensation payments greater than the regular pay of the employee.

25           **Section 9. Family Leave and Bereavement Leave:** Shall be administered in accordance with  
26 the provisions of Federal law and King County Code provisions applicable to such leave as amended,  
27 at the time the employee requests to use such leave or as set by federal or state law or the King  
28 County Code.

1           **Section 10. Special Sick Leave:** Effective the date of this contract, Corrections Captains  
2 shall be provided with twenty (20) days special sick leave at eight (8) hours per day which shall only  
3 be utilized to supplement the employee's industrial insurance benefit should the employee be injured  
4 on the job. The special sick leave shall not be used until three (3) days of regular sick leave have  
5 been used for each incident of on-the-job injury. In the event that there is no regular sick leave, the  
6 special sick leave shall be immediately available for an on-the-job injury. Special sick leave is non-  
7 cumulative, but is renewable for any subsequent injury. No employee shall be eligible for more than  
8 twenty (20) days of special sick leave per injury or per year.

9           **Section 11. Sick Leave Incentive:** In January of each calendar year, employee sick leave  
10 usage will be reviewed. Benefit eligible, full-time employees who have used sixteen (16) hours or  
11 less of sick leave in the preceding calendar year shall be rewarded by having sixteen (16) additional  
12 hours credited to their vacation account. Employees who have used more than sixteen (16) hours but  
13 less than thirty-two (32) hours of sick leave hours shall have eight (8) hours credited to their vacation  
14 account. The additional vacation credits specified herein shall not affect accrued sick leave amounts.

15           **Section 12. Use of Sick Leave:** Captains shall call in at least two (2) hours prior to their  
16 assigned shift when calling out sick. Captains, when reasonable, shall notify a member of the  
17 Command Staff when intending to leave the shift due to illness or injury prior to leaving the facility.

## 18 **ARTICLE 8: OTHER LEAVES**

19           **Section 1. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
20 receive salary and shall be relieved of regular duties for the period of time so assigned to jury duty.  
21 The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Department.

22           When an employee is notified to serve on jury duty, he/she will inform his/her immediate  
23 supervisor as soon as possible, but not later than two (2) weeks in advance regarding the dates of  
24 absence from regular duties. The supervisor will ensure that the employee is relieved from regular  
25 duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

26           When the employee is dismissed from jury duty, either for the day or permanently, the  
27 employee is required to contact his/her supervisor immediately. The supervisor will instruct the  
28 employee when to report to work. There shall generally be 8 hours before being required to report to

1 work when released for the day, and at least 16 hours before reporting to work after completing a full  
2 week, or more, of jury service.

3       **Section 2. Family and Medical Leave:** Family and medical leave shall be granted as  
4 provided by the federal Family Medical Leave Act, the King County Family Medical Leave  
5 ordinance and any Washington state or other laws that provide for family medical leave. These laws  
6 and ordinances shall control in the event of a conflict with this section. The right to define and  
7 implement policy related to the family and medical leave provided under any of the laws cited above  
8 is vested exclusively with the County. Policy development and implementation may include, but is  
9 not limited to, the use of leave benefits while on legally-required qualified leave, eligibility  
10 requirements, medical certifications, and time used to determine eligibility for legally-required family  
11 and medical leave.

12       The County and the Union have agreed previously to a change in practice that will run King  
13 County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) concurrently,  
14 rather than consecutively. This change of the King County Code has been adopted by the King  
15 County Council and implemented for non-represented King County employees. This agreement does  
16 not prohibit the use of KCFML intermittent leave after 12 weeks.

17       **Section 3. Bereavement Leave:**

18       A. Employees eligible for leave benefits shall be granted up to five days, maximum  
19 40 hours, (pro-rata for part-time) bereavement leave per qualifying death of a member of the  
20 employee's immediate family.

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

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

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

28       E. Employees that request bereavement leave may be asked by their supervisor to

1 provide objective information (e.g., obituary newspaper article) related to a death and to describe  
2 their relationship to the deceased.

3 **Section 4.** Paid parental leave shall be granted to employees pursuant to King County Code  
4 Section 3.12.221, for the birth of an employee's child, the employee's adoption of a child, or the  
5 foster-to-adopt placement of a child with the employee.

6 **ARTICLE 9: WAGE RATES**

7 **Section 1. 2017 Wage Rates:** Effective January 1, 2017 employees shall receive a 0%  
8 general wage increase.

9 **Section 2. Salary Adjustment for Meals/Coffee:** Effective January 1, 2018, employees shall  
10 receive \$.29/hour and .25% salary at the time of elimination of paid meals and coffee in DAJD  
11 facilities.

12 **Section 3. 2018 Wage Rates:** Effective January 1, 2018 employees shall receive a 0%  
13 general wage increase.

14 **Section 4. 2019 Wage Rates:** Effective January 1, 2019 employees shall receive a 2.5%  
15 general wage increase.

16 **Section 5. 2020 Wage Rates:** Effective January 1, 2020 employees shall receive a 2.5%  
17 general wage increase.

18 **Section 6. Firearms Qualified Premium:** All bargaining unit employees that are gun  
19 qualified shall receive a premium of three percent (3%) of base wage. For employees to be eligible to  
20 receive the firearms qualified premium, they must have completed and passed the Firearms Training  
21 Program, including Defensive Tactics (current gun qualified Captains who have not yet completed  
22 Defensive Tactics shall not have that affect their eligibility for the firearms premium), as well as any  
23 additional Department required use of force training for gun qualified employees (i.e. Taser training).  
24 Further agreement on the subject of Firearms Re-Qualification is attached hereto as an appendix.

25 **Section 7.** All newly-promoted Captains' initial salary-step placement will be at Step 8 of the  
26 unique UCA pay range. Only Steps 5, 8, 9, 10 shall be used for the unique UCA pay range. The  
27 unique UCA pay range will operate the same as ranges contained within the squared table with  
28 approximately 2.49% between steps. The unique UCA pay range for the term of the agreement, year

1 by year, is attached as Addendum A to this agreement.

2 **Section 8. Working in Higher Classification:** Whenever an employee is assigned, in  
3 writing, by the Department Director or designee, to perform duties of a higher classification, that  
4 employee shall be paid at the first step of the higher class as would constitute a minimum of a five  
5 percent (5%) increase over the salary received prior to the assignment, for all time spent while so  
6 assigned. Such payments shall commence with the first day of assignment.

7 **Section 9. Longevity Incentive:** Effective January 1, 2017, UCA members shall be eligible  
8 for longevity pay as follows:

|    |                                     |    |
|----|-------------------------------------|----|
| 9  | After Six Years of DAJD Service     | 1% |
| 10 | After Eight Years of DAJD Service   | 2% |
| 11 | After Ten Years of DAJD Service     | 3% |
| 12 | After Twelve Years of DAJD Service  | 4% |
| 13 | After Fifteen Years of DAJD Service | 5% |

14 The parties agree that for payroll purposes, longevity incentive will be applied prospectively  
15 to bi-weekly base wages, beginning January 1, 2018, but that each UCA member shall receive a lump  
16 sum payment of \$3000 representing total payment for calendar year 2017 longevity pay.

17 **ARTICLE 10: OVERTIME AND CALLBACK**

18 **Section 1. Overtime Payment Rate:** Employees will be paid at a rate of time and one half  
19 their regular rate of pay for all hours worked in excess of their work day or work week (all  
20 compensated hours with the exception of sick leave shall count towards overtime eligibility) (e.g.,  
21 employees assigned to a 5/2 schedule shall accrue overtime after the 8th hour worked in a day and the  
22 40th hour worked in a week; an employee assigned to a 4/10 schedule shall accrue overtime after the  
23 10th hour worked in a day or the 40th hour worked in a week; an employee assigned to the 16/8  
24 schedule shall accrue overtime after 16 hours worked or 8 hours worked respectively.)

25 **Section 2. Overtime Cap/Limit:** Association bargaining unit members will have the first  
26 right of refusal to work overtime before the overtime is offered to an employee of a lower  
27 classification. Management maintains the right to determine at which facility an employee shall work  
28 based on exigent operational needs. It is agreed that regular and reliable attendance is a requirement

1 of employment. As such, employees shall be prohibited from working overtime and correspondingly  
2 taking leave for their normally scheduled shift(s). In addition to this specific rule, employees shall be  
3 prohibited from taking leave within 24 hours of working four (4) hours or more of overtime and shall  
4 be prohibited from working four (4) hours or more of overtime within 24 hours of taking leave. It is  
5 agreed that individual exceptions to this specific rule can be approved through the chain of command.  
6 Any violation of the general rule or the specific rule may lead to disciplinary action. In addition to  
7 the traditional disciplinary actions, employees may be subject to overtime caps, limitations on  
8 overtime availability, restrictions on leave use, among other actions.

9 **Section 3. Compensatory Time:** Employer agrees to continue its current practice regarding  
10 compensatory time for Association's bargaining unit members. Provided: only a maximum of eighty  
11 (80) hours may be accrued, at any given time, by individual bargaining unit members (replenishable  
12 hours). Any use of two (2) consecutive days or more of non-protected leave (vacation and/or  
13 compensatory time) shall require a minimum of 24 hours notice.

14 **Section 4. Daylight Savings Adjustment:** The Department will pay one hour of overtime to  
15 all employees working an hour longer shift during the fall daylight saving adjustment period.  
16 Employees working during the spring daylight saving time adjustment period will either take one  
17 hour of vacation or compensatory time, or one hour of leave without pay, to cover the reduction of  
18 their shift.

19 **Section 5. Cancellation of Voluntary Overtime:** Captains shall cancel overtime for which  
20 they have volunteered with a minimum of eight (8) hours of notice, with reasonable exceptions.

## 21 **ARTICLE 11: HOURS OF WORK**

22 **Section 1. Hours of Work:** The normal working hours of Correction Captains shall be the  
23 equivalent of forty (40) hours per week on an annualized basis.

24 **Section 2. Assignment of Work Schedules:** The establishment of reasonable work schedules  
25 and starting times is vested solely within the purview of department management and may be  
26 changed from time to time, provided a two (2) week notice of change is given, except in those  
27 circumstances over which the Department cannot exercise control. Provided: the required two (2)  
28 week notification period shall not commence until the employee has received verbal or written

1 notification of the proposed change. In the exercise of this prerogative, department management will  
2 act reasonably and will establish schedules to meet the dictates of the work load, however, nothing  
3 contained herein will permit split shifts, rotating or floating shifts.

4 **Section 3. Work Schedules:** The Employer agrees that all non-relief positions shall be  
5 assigned to an eight (8) hour day, five (5) days a week work schedule. Should management desire to  
6 alter the shift schedules for said eight (8) hour assignments, management must negotiate the change,  
7 consistent with State law, with the Association.

#### 8 **ARTICLE 12: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

9 **Section 1.** King County presently participates in insured medical, dental, vision, and life  
10 insurance programs. The plan designs and plan features for the insured benefits are negotiated in the  
11 Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County  
12 and labor organizations, including the Association. The Association participates on the JLMIC. The  
13 benefits agreement for 2017 and 2018 is attached as Addendum B. The Association agrees to sign  
14 the benefits agreement and be bound by its terms and conditions, including any changes the JLMIC  
15 makes pursuant to the benefit agreement. It is further understood that in the event that the  
16 Association elects to not agree to the successor to the 2017-2018 benefits agreement, it agrees to be  
17 bound by whatever benefit changes the JLMIC agrees to for its successor benefits agreement  
18 beginning 2019 until such time that the Association has bargained a benefits agreement with the  
19 County. The Association may demand to bargain 2019 changes upon receipt of notice of JLMIC  
20 adoption of changes for 2019.

#### 21 **ARTICLE 13: MISCELLANEOUS**

22 **Section 1. Mileage Reimbursement:** All employees who have been authorized by  
23 management to use their own transportation on county business shall be reimbursed at the rate then  
24 approved by ordinance by the King County Council.

25 **Section 2. Uniform/Damage to Personal Items:** Employer agrees to continue its current  
26 practice by providing uniforms within its quartermaster system. Employees who suffer a loss or  
27 damage to personal property and/or clothing (i.e. watch, eye glasses, ring, necklace) in the line of  
28 duty will have same repaired or replaced at Department expense, not to exceed \$300.00.



1           **Section 3. Limited Duty:** Employees who are injured or temporarily disabled may be  
2 allowed to work in a “limited duty” status, if possible, while recuperating from such injury, provided  
3 said “limited duty” must be approved by the Facility Commander and, provided further, that all  
4 provisions of County policy PER-22-6 (AEP), “Transitional Duty for Employees with Temporary  
5 Medical Restrictions” shall apply.

6           **Section 4. Employee Files:** An employee may review any/all of his or her own employee  
7 files, except the “background” investigation file. Files shall be available for review upon request  
8 during normal business hours.

9           **Section 5. Bulletin Board:** The Employer agrees to permit the Association to post on a  
10 County bulletin board, the announcement of meetings, election of officers, and any other Association  
11 material which is not prohibited by State law or County ordinance.

12           **Section 6. Employer Provided Vehicles and Parking:** The County shall provide a vehicle of  
13 its choosing to the Captains in charge of the Internal Investigation Unit and the Court Detail Unit.  
14 Parking said vehicles shall be at County Expense. Commute time while using said vehicles shall be  
15 noncompensable. Parking for Captains shall be provided at County expense in a County parking  
16 facility.

17           **Section 7. Translation Premium:** Employees selected by management to perform language  
18 translation activities shall receive five hundred dollars (\$500.00) per each year in which they are  
19 requested to perform translation activities. The stipend shall be paid to eligible employees per pay  
20 period on a pro-rated basis. The process for selection shall be discussed in the Labor Management  
21 Committee.

22           **Section 8. Uniforms:** The employer shall continue the practice of issuing, on or about April  
23 of each year, a voucher, equivalent in value to purchase two (2) shirts, two (2) pants and a pair of  
24 shoes in whatever is presently designated as the duty uniform. The employer shall also issue a  
25 clothing allowance to the Internal Investigations Unit (IIU) Captain, in lieu of a uniform voucher.  
26 This clothing allowance shall also be provided to any civilian attired Captains. The amount of the  
27 clothing allowance shall be six hundred dollars (\$600.00), before appropriate individual payroll taxes,  
28 for the purchase and maintenance of authorized appropriate clothing. This allotment shall be made

1 for each year of the assignment. Management maintains the ability to determine the appropriate  
2 clothing required for such assignment.

3 Annually, employees will also be given four hundred fifty dollars (\$450.00), to be paid in  
4 equal installments of \$17.31 per pay period, before appropriate individual payroll taxes, for the  
5 purpose of maintenance.

6 **Section 9. Disability Accommodation in Employment:** The provisions of Executive policy  
7 PER-22-4-2 (AEP), "Disability Accommodation in Employment" shall apply to all bargaining unit  
8 employees.

#### 9 **ARTICLE 14. GRIEVANCE PROCEDURE**

10 **Section 1. Intent:** King County recognizes the importance and desirability of settling  
11 grievances promptly and fairly in the interest of continued good employee relations and morale and to  
12 this end the following procedure is outlined. To accomplish this, every effort will be made to settle  
13 grievances at the lowest possible level of supervision.

14 **Section 2. Definition:** A grievance shall be defined as an express violation of a provision of  
15 this Agreement.

#### 16 **Section 3. Procedure:**

17 **Step 1** - A grievance shall be presented in writing by the aggrieved employee, and  
18 his/her Association representative, within ten (10) working days of the occurrence of such grievance,  
19 to the Facility Commander. The Facility Commander shall gain all relevant facts and shall attempt to  
20 investigate, discuss, adjust the matter and provide a written reply. The Facility Commander's written  
21 decision shall be made available to the aggrieved employee within twenty (20) working days. If a  
22 grievance is not pursued to the next level within five (5) working days, it shall be presumed resolved.

23 **Step 2** - If, after thorough evaluation, the decision of the Facility Commander has not  
24 resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
25 Director. The Department Director will have twenty (20) working days to review the statement(s),  
26 letters, memoranda and other written materials previously submitted. The Director may also  
27 interview the employee and/or his/her Association representative and receive any additional related  
28 evidence he/she may deem pertinent to the grievance to resolve the issue. If the grievance is not

1 pursued to the next higher level within five (5) working days, it shall be presumed resolved.

2           **Step 3** - If the decision of the Director has not resolved the grievance, the grievance  
3 may be presented to the Office of Labor Relations, and a hearing may be held to review the parties'  
4 positions, OLR shall render a decision on the grievance within twenty (20) working days.

5           **Step 4** - (Arbitration). The Association may request arbitration within thirty (30) days  
6 of conclusion of Step 3, and must specify the exact question which it wishes to arbitrate. The parties  
7 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are  
8 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of nine (9)  
9 arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall  
10 be selected from a list by both the County representative and the Association, each alternately  
11 striking a name from the list until one name remains. The arbitrator, shall be asked to render a  
12 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

13           The arbitrator shall have no power to change, alter, detract from or add to, the provisions of  
14 this Agreement, but shall have the power only to apply and interpret the provisions of the Agreement  
15 in reaching a decision.

16           The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear  
17 the cost of any witnesses appearing on the party's behalf. Each party shall bear the cost of  
18 preparation and presentation of the matter and all costs associated with the hiring of attorneys in  
19 presenting the parties case.

20           No matter may be arbitrated which the County by law has no authority to change or that has  
21 been delegated to any civil service commission or personnel board as defined in Chapter 108,  
22 Extraordinary Session, 1967, Laws of the State of Washington.

23           There shall be no strikes, cessation of work, or lockout during such conferences or arbitration.

24           Time restrictions may be waived by consent of both parties.

25           **Section 4. Multiple Procedures:** If employees have access to multiple County procedures  
26 for adjudicating grievances, the selection by the employee of one procedure will preclude access to  
27 other procedures; selection is to be made no later than at the conclusion of the Step 2 of this  
28 grievance procedure.

1           **Section 5. Procedure For Waiving:** Time restrictions and/or grievance steps may be waived  
2 by written mutual consent of both parties, provided that new time limits be established by a written  
3 document.

4           **Section 6. Just Cause Standard:** No non-probationary employee may be discharged,  
5 demoted, suspended without pay or disciplined in any way except for just cause. In addition, the  
6 County will employ the concept of progressive discipline.

7           **Section 7. Probationary period:** All newly hired and promoted employees must serve a  
8 probationary period as defined in King County Code 3.12.100. The probationary period is an  
9 extension of the hiring process, therefore, the provisions of this Article will not apply to employees if  
10 they are discharged during their initial probationary period or are demoted during the promotional  
11 probationary period for not meeting the requirements of the classification.

12           Grievances brought by probationary employees involving issues other than discipline may be  
13 processed in accordance with this Article.

14           **Section 8. Parties to the Agreement:** In as much as this is an Agreement between the  
15 County and the Association, no individual may, without Association concurrence, make use of the  
16 provisions of this Article.

## 17 **ARTICLE 15: FURLOUGH AND SHIFT ASSIGNMENTS**

18           **Section 1. Request for Shift Change:** Employees who desire to change their current shift  
19 may request the same by submitting a written request to their immediate supervisor. Requests for  
20 change at a time other than the annual rotation period shall be processed on a first-come, first serve  
21 basis and will be contingent upon an available opening on the desired shift or furlough period.

22           **Section 2. Annual Rotation:** Employees who desire a change in shift assignment to be  
23 effective at the annual rotation period and to cover the following year shall submit a request for  
24 change at least two months prior to the date of the annual rotation.

25           All requests shall be considered, and a determination made on the basis of the operational  
26 needs of the Department, the seniority of the employee and his/her classification and previous work  
27 assignments.

28           **Section 3. Furlough Assignments:** Choice of furlough days will be made between the

1 employees assigned to a particular assignment or shift noting the employees with the most seniority  
2 will have first choice.

3 **Section 4. Management Decisions:** Management decisions regarding requests for shift  
4 change or furlough assignment shall not be subject to the grievance procedure beyond the  
5 Department Director level and the Director's decision shall be final.

6 **Section 5. First Year Employees:** All first year employees shall be subject to mandatory  
7 shift/assignment rotation.

8 **Section 6. Involuntary Transfers:** If an employee is transferred or reassigned involuntarily  
9 and such transfer or reassignment provides significant hardship on the employee or his/her family due  
10 to transportation problems, expense or other factors, the Department will give full consideration to  
11 these factors and respond to viable alternatives proposed by the employee or Association.

12 **Section 7. Other Operational Assignments:** All operational assignments shall be made at  
13 the discretion of management with seniority being but one factor. Advance notice of open or  
14 available operational assignments shall be posted and all interested employees will be allowed to  
15 apply. If no employee applies or is selected for a particular operational assignment management may  
16 assign any employee to the assignment. Operational assignments are defined as any duty or project  
17 outside normal shift rotating assignments.

18 **Section 8. Long Term Acting Captain Assignments:** Captain vacancies of greater than three  
19 (3) consecutive weeks may be filled with a long term special duty assignment, for a period not to  
20 exceed four (4) months, unless extension granted by mutual agreement between the UCA and the  
21 County. The UCA and the County will work collaboratively for the selection of these assignments.

## 22 **ARTICLE 16: FIREARMS**

23 **Section 1. Ammunition:** Employer agrees to continue to provide practice ammunition to  
24 weapons-qualified Corrections Captains in the amount of 50 rounds per month.

25 **Section 2. Workplace Violence Prevention:** The parties agree to the adoption and  
26 implementation of the Workplace Violence Prevention Policy as to members of the Association,  
27 provided that Section 6.3 of this policy shall not apply to Association members who bring a firearm  
28 into the King County Correctional Facility, the detention area of the Regional Justice Center, or the

1 Court Detail area of the Courthouse for storage in a gun locker. Such employees may also bring a  
2 firearm into a County building to the extent necessary to travel between the work areas described  
3 above and their personal vehicles or other means of transportation to and from work.

4 Notwithstanding the above, any employees who are not legally authorized to possess a firearm are  
5 not permitted to bring a firearm onto County property. All other Department or County policies,  
6 regulations and procedures which govern the use of gun lockers or the possession of weapons within  
7 the King County Corrections Facility or the detention area of the Regional Justice Center will  
8 continue to apply.

#### 9 **ARTICLE 17: TRAINING AND EDUCATION REIMBURSEMENT**

10 **Section 1. General:** The parties acknowledge that the training and development of  
11 employees is a matter of primary importance.

12 **Section 2. Training Opportunities:** Notice of special schools and general training  
13 opportunities will be posted and all interested personnel will be allowed to apply for these  
14 opportunities prior to any final selection. In addition, the department will continue its practice of  
15 sending notices of specialized training opportunities to applicable personnel.

16 Employees shall be eligible to be paid their regular wages while attending approved and job-  
17 related in-service, meetings, educational workshops and/or seminars plus travel expenses in  
18 accordance with the County travel reimbursement policies.

#### 19 **ARTICLE 18: SAVINGS CLAUSE**

20 Should any part hereof or any provision herein contained be rendered or declared invalid by  
21 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
22 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
23 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet to  
24 renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full  
25 force and effect.

#### 26 **ARTICLE 19: WAIVER CLAUSE**

27 The parties acknowledge that each has had unlimited right within the law and the opportunity  
28 to make demands and proposals with respect to any matter deemed a proper subject for collective

1 bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement.  
2 Therefore, the County and the Association, for the duration of this Agreement, each agree to waive  
3 the right to oblige the other party to bargain with respect to any subject or matter not specifically  
4 referred to or covered in this Agreement.

5 **ARTICLE 20: REDUCTION IN FORCE**

6 **Section 1. Order of Layoff:** Employees laid off as a result of a reduction in force shall be  
7 laid off according to seniority within the classification; with the employee with the least time being  
8 the first to go. In the event there are two or more employees eligible for layoff with the Department  
9 with the same classification and seniority, the Department Director will determine the order of the  
10 layoff based on employee performance.

11 **Section 2. Recall:** Employees laid off in accordance with the provisions of this article will  
12 be eligible for rehire into positions of the same classification in the inverse order of layoff.

13 **Section 3. Appointment to Exempt Position:** An employee who accepts a transfer or  
14 promotion to a position exempt from Career Service within the Department of Adult and Juvenile  
15 Detention shall be allowed to re-enter career service at a position in his/her previous classification, or  
16 a similarly compensated classification as a result of any forced or willful demotion or reduction in  
17 force. Employees appointed to a Career Service exempt position within the Department of Adult and  
18 Juvenile Detention will continue to accrue seniority for purposes of this Article 19.

1 **ARTICLE 21: DURATION**

2 This Agreement and each of its provisions, unless otherwise stated shall become effective  
3 upon ratification by the Association and the King County Council and shall continue in full force and  
4 effect from January 1, 2017 through December 31, 2020.

5 Contract negotiations for 2021 may be initiated by either party by providing to the other party  
6 written notice of its desire to begin negotiations, provided that such negotiations may not commence  
7 sooner than May 15, 2020.

8  
9 APPROVED this 12 day of DECEMBER, 2017.

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12  
13 By:   
14 King County Executive

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16  
17 For Uniformed Command Association:

18  
19 

20  
21 Captain Troy Bacon  
22 President  
23 Uniformed Command Association



## APPENDIX A - FIREARMS RE-QUALIFICATION

1  
2       1. Staff who have a legitimate reason to be excused from a semi-annual re-qualification  
3 session must document that reason, in writing, to their Division Major at least 14 days in advance of  
4 the re-qualification session. (Except staff on approved leave during the re-qualification period.)  
5 Staff requesting to be excused from a re-qualification session due to medical reasons not already  
6 known to the Department may be required to provide written verification in the form requested by the  
7 Department. In order to be cleared for re-qualification (or any subsequent make-up), the employee  
8 must be medically cleared to full duty.

9       2. The requests to be excused will be reviewed by the Division Majors and other senior  
10 managers, if necessary. A list of those staff excused will be forwarded to the Firearms Instructors.  
11 Those not excused will be notified by the Division Majors and will be required to sign-up and attend  
12 the re-qualification session. Staff who are not excused from and fail to attend a semi-annual re-  
13 qualification session without a legitimate reason will be disciplined for failure to follow a directive  
14 and will not be allowed to participate in a make-up shoot. They will no longer be considered firearms  
15 qualified. They will no longer receive a firearms premium, will no longer show as weapons qualified  
16 in the Roster Management System (RMS), and will be required to turn in their Department-issued  
17 firearm(s) and related equipment.

18       3. Staff attending a semi-annual re-qualification session and failing to obtain a passing score  
19 will have the option of voluntarily turning in their Department-issued firearm(s) and related  
20 equipment. They will no longer be considered firearms qualified. They will no longer receive a  
21 firearms premium and will no longer show as weapons qualified in the RMS. However, if these staff  
22 choose, they will be offered a chance to obtain a passing score during a four-hour remedial class  
23 scheduled shortly after their re-qualification session. (They will not be allowed to carry a firearm  
24 during the intervening time period.) If they fail to obtain a passing score during the re-qualification  
25 session and subsequent remedial class, they will no longer be considered firearms qualified. They  
26 will no longer receive a firearms premium and will no longer show as weapons qualified in the RMS.  
27 They will again have the option of voluntarily turning in their Department-issued firearm(s) and  
28 related equipment, with the stipulations above, or if they so choose, they will be allowed to attend the

1 next regularly scheduled semi-annual re-qualification session. They will be allowed to retain their  
2 Department-issued firearm(s) and related equipment during this time period, and will be allowed to  
3 draw practice ammunition.

4 4. Staff who are excused from a semi-annual re-qualification session will be required to  
5 attend a make-up shoot to be scheduled by the Department, usually within 30 days after the re-  
6 qualification session ends. This make-up shoot will be administered by no less than two Department  
7 Firearms Instructors. Staff who are unable to attend this make-up shoot will be permitted to retain  
8 their firearm(s) and equipment only if they have requested and been granted approval to be excused  
9 in advanced. See #2 above for the approval process.

10 5. Staff who are excused from the semi-annual re-qualification session and the make-up shoot  
11 for that session, or who fail to obtain a passing score during the make-up shoot, will have their  
12 firearms premium discontinued (subject to review on a case-by-case basis), will have the weapons-  
13 qualified attribute removed from their name in the RMS, and will not be allowed to carry a firearm  
14 while on duty. These stipulations take effect on the date that the re-qualifications sessions end. They  
15 will be allowed to retain their Department-issued firearm(s) and related equipment and will be  
16 authorized to draw practice ammunition up until the next semi-annual re-qualification session, at  
17 which time they will be required to re-qualify. Employees who are excused for medical reasons from  
18 the semi-annual requalification and the make-up shoot will be allowed to fit into the existing schedule  
19 for a make-up shoot upon being fully cleared for duty.

20 6. Staff who are excused from a semi-annual re-qualification session and the subsequent  
21 make-up shoot, or fail to obtain a passing score during a semi-annual re-qualification session and  
22 subsequent make-up shoot, and then are unable to attend the next scheduled semi-annual re-  
23 qualification session for whatever reason, or fail to obtain a passing score during a second semi-  
24 annual re-qualification session, will no longer be considered firearms qualified. They will no longer  
25 receive a firearms premium, will no longer show as weapons qualified in the RMS, and will be  
26 required to turn in their Department-issued firearm(s) and related equipment. These staff will be  
27 required to apply for, and be approved to attend, a full Basic Firearms Training Course in order to  
28 again be firearms qualified. This provision does not apply to those staff with exceptional

1 circumstances such as long-term active military duty, long-term approved medical leave, or other  
2 clearly extraordinary reasons for not attending the re-qualification sessions (see #7, below). These  
3 cases will be evaluated by the Division Majors and other senior managers and appropriate action  
4 taken.

5         7. Staff returning to full duty (after an extended leave or limited duty) who are no longer  
6 firearms qualified because they missed two consecutive re-qualification sessions will not be allowed  
7 to carry a firearm while on duty until they have obtained a passing score on the current Department  
8 re-qualification course. These staff will be required to attend a make-up shoot to be scheduled by the  
9 Department, usually within 30 days of the staff member's return to duty. This make-up shoot will be  
10 administered by no less than two Department Firearms Instructors. This make-up shoot will be  
11 treated as the staff member's semi-annual re-qualification session and the staff member will be  
12 subject to the guidelines outlined in #3 above if a passing score is not obtained.

13         8. Following each semi-annual re-qualification session, the senior Firearms Instructor will be  
14 responsible for insuring that the names of staff who did not qualify (and the circumstances), or who  
15 failed to attend the session are forwarded to the Division Majors. The names will be reviewed by the  
16 Division Majors and other senior managers and appropriate action taken.

17         9. Management will convey these changes to staff in the re-qualification notices.  
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**Addendum A**  
**Uniformed Command Association**  
**(Corrections Jail Captains - Department of Adult and Juvenile Detention)**

18666

**Uniformed Command Association Wage Addendum: 2017 - 2020**

| Year | Step 5    | Step 8    | Step 9    | Step 10   |
|------|-----------|-----------|-----------|-----------|
| 2016 | \$51.4541 | \$55.2484 | \$56.5744 | \$57.9322 |
| 2017 | \$51.4541 | \$55.2484 | \$56.5744 | \$57.9322 |
| 2018 | \$51.8727 | \$55.6765 | \$57.0058 | \$58.3670 |
| 2019 | \$53.1695 | \$57.0684 | \$58.4309 | \$59.8262 |
| 2020 | \$54.4987 | \$58.4951 | \$59.8917 | \$61.3219 |

Longevity Incentive Pay:

Additional compensation added to base **bi-weekly** salaries of Corrections Captains

Calculation of same to be on a percentage basis using the employee's current pay step as the base. Amounts as follows:

- After 6 years of service: 1%
- After 8 years of service: 2%
- After 10 years of service: 3%
- After 12 years of service: 4%
- After 15 years of service: 5%

## ADDENDUM B

**MEMORANDUM OF AGREEMENT  
Regarding Insured Benefits  
January 1, 2017 through December 31, 2018  
For Represented Benefits-Eligible Employees  
By and Between King County**

**And  
Uniformed Command Association  
(Corrections Jail Captains - Department of Adult and Juvenile Detention)**

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

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

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

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

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

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

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

**ADDENDUM B**

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

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

**ADDENDUM B**

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

**ADDENDUM B**

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

APPROVED this 12 day of DECEMBER, 2017.

  
By: King County Executive

For Uniformed Command Association:



\_\_\_\_\_  
Captain Troy Bacon  
President  
Uniformed Command Association



## ADDENDUM B

### Attachment A

18666

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

## ADDENDUM B

### Attachment B

18666

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

**ADDENDUM B  
ATTACHMENT C  
MEMORANDUM OF AGREEMENT**

**By and Between**

**King County and the Joint Labor Management Insurance Committee**

**Regarding**

**HRA VEBA**

**Elections and Health Benefits for 2015 and 2016**

**For Represented Benefits-Eligible Employees**

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

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

**Whereas**, the parties have negotiated in good faith; now

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

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

**ADDENDUM B**  
**ATTACHMENT C**

The following options are currently available to participating bargaining units:

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

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

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

- All benefit-eligible union members must complete HRA VEBA enrollment forms to establish HRA VEBA accounts.
  
- To access HRA VEBA contributions while an active employee, a union member must be covered by a qualified group health plan.

**ADDENDUM B  
ATTACHMENT C**

- If a union member opts out of King County's medical plan and is not covered under another qualified group health plan, he/she must continue to contribute \$50 a month but will be unable to access the funds until separation of employment.
- If a union member subsequently opts back into a King County medical plan (and was not covered under a qualified group health plan) then:
  - HRA VEBA funds contributed during the opt-out period may only be accessed upon separation.
  - HRA VEBA funds contributed after the opt-in period may be accessed immediately for qualified expenses.

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

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

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

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the

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*Uniformed Command Association (Corrections Jail Captains - Department of Adult and Juvenile Detention)*

*Joint Labor Management Insurance Committee VEBA Memorandum of Agreement*

*000U0114\_VEBA 000U0116\_HealthBenefits\_2017-2018\_Attachment C-VEBA*

*380C0117\_Addendum B\_000U0116\_HealthBenefits\_2017-2018\_Attachment C-VEBA*

**ADDENDUM B**  
**ATTACHMENT C**

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

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

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

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

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

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

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