

## MEMORANDUM OF UNDERSTANDING

By and Between  
KITSAP COUNTY  
AND  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL  
1308-JC, AFSCME, AFL-CIO (JUVENILE COURTS)

KC-429-18-A

### RE: 2019 Wage and Health & Welfare Benefits Reopeners

The current collective bargaining agreement, KC-429-18 between the parties, Kitsap County (County) and AFSCME 1308-JC (Union), provides for a reopener on 2019 health and welfare benefits. The parties are currently engaged in bargaining for 2019 health and welfare benefits. During the pendency of those negotiations, the parties agree to the following health and welfare benefits. This does not alter the terms of the underlying agreement or the obligation of both parties to bargain for 2019 health and welfare benefits as part of new collective bargaining agreement.

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## ARTICLE II. ECONOMICS, HOURS, INSURANCE

### SECTION G – INSURANCE

The County will make contributions in the amounts listed below for funding, providing, and maintaining insured medical and dental benefits and life insurance coverage, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.

1. **Medical Insurance Contributions:** For coverage effective January 2019 through December 2019, the County will make medical contributions as follows:
  - a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, effective with the January 2019 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally. However, as allowed in RCW 42.56.123(2), during the 2019 benefit year only, and not beyond unless otherwise mutually agreed upon, the County shall pay the first four and six-tenths percent (4.6%) rate increase to Premera plans and the first seven and eight-tenths percent (7.8%) rate increase to Kaiser plans. After

the 2019 benefit year, unless otherwise mutually agreed by the parties, County and employee contributions will revert to the proportional sharing of contributions as described in the following example:

If the Kaiser total medical rate increases by three percent (3.0%), the County contribution shall be increased by three percent (3.0%) and the employee contribution shall be increased by three percent (3.0%). If the total medical rate is \$1,650 and the County and employee contribution rates are \$1,500 and \$150 respectively, then a 3% increase will result in a \$49.50 total rate increase ( $\$1,650 \times 3\% = \$49.50$ ). This total rate increase represents a \$45 increase to the County contribution ( $\$1,500 \times 3\% = \$45$ ) and a \$4.50 increase to the employee contribution ( $\$150 \times 3\% = \$4.50$ ).

- b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.

2. **Waiver of Medical Coverage:**

- a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.
- b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. For coverage effective January 1, 2018, 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.

4. **Dental Benefits, County Contribution:** the County will make contributions as indicated below.

- a. County Contribution

- (1) **All 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.
  - (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
- b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
- c. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington (formerly WDS) plan C – Option 2 (\$1,000 a year maximum benefit).
- d. 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.
5. **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.
6. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
7. **Long-Term Disability:** Employer agrees to pay \$8.00 per month on behalf of each participating employee in the Long-Term Disability Plan provided and administered by the Union. Effective January 1, 2019, employee participation in the Union Long-Term Disability Plan shall be mandatory.
8. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
9. **Changes to Coverage during Plan-year:** Employees must 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.
10. **Pre-tax payments:** All employee contributions will be made pre-tax.

11. **WA Paid Family and Medical Leave:** Effective January 2019, the County will contribute thirty-seven percent (37%) of the premium for the WA Paid Family and Medical Leave provided under RCW 50A.04.
12. **2020 Third Party Administrator acknowledgement:** The parties recognize that the County is issuing a request for proposal to select a new vendor to administer the plans currently administered by Premera, effective January 1, 2020. The plans offered will be substantially similar to the plans currently administered by Premera; it is not the intent of the parties to alter co-pays, deductibles or other terms of the plan design, except as mutually agreed upon by the parties.

### **Medical Benefits Committee**

The Union representative on the joint labor-management Medical Benefits Committee may participate in deliberations regarding medical coverage for the following year and the Union representative may, but will not be required to cast a vote. If the Union 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.

AFSCME 1308-JC (JUVENILE COURTS)

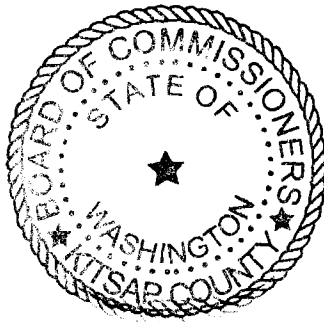
Jessy Baker 1-31-19  
Jessy Baker, Member Representative Date  
AFSCME, Local 1308-JC

Aaron Cole 1-25-19  
Aaron Cole, Staff Representative Date  
AFSCME, Local 1308-JC

DATED this 13 day of FEBRUARY 2019.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

ATTEST:



Edward E. Wolfe  
EDWARD E. WOLFE, Chair

NOT PRESENT  
Charlotte Garrido, Commissioner

Dana Daniels  
Dana Daniels, Clerk of the Board

Robert Gelder  
ROBERT GELDER, Commissioner

## CONTRACT AMENDMENT

By and Between  
KITSAP COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL  
1308-JC, AFSCME, AFL-CIO (JUVENILE COURTS)

KC-429-18-B

### RE: 2019 & 2020 Wage and Health & Welfare Benefits Reopeners

The parties, Kitsap County (County) and Washington State Council of County and City Employees, Local 1308-JC, AFSCME, AFL-CIO (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-429-18-B (hereinafter CBA), as follows:

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

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## ARTICLE I. RIGHTS OF THE PARTIES

### SECTION B – UNION MEMBERSHIP MAINTENANCE

1. For any new employee covered by the terms of this Agreement, the Employer will notify the Union within ten (10) working days after the employee's date of hire. The Employer will provide the Union with access to new employees of the bargaining unit consistent with RCW 41.56.037.
2. The Union will notify the County of its initiation fees and dues. Upon ~~written~~ authorization of an employee consistent with RCW 41.56.110, the Employer will deduct monthly dues and assessments or fees from the salary of such employee, and transmit such amount to the Union. The Employer shall provide an electronic copy of the employee's authorization for payroll deduction to the Union within ten (10) days of receiving such authorization.
3. An employee may revoke her or his authorization for payroll deduction of payments to the Union in accordance with RCW 41.56.110 ~~by written notice to the Employer. Upon receipt of the employee's written revocation of his or her authorization for payroll deduction, the Employer will notify the Union within five (5) business days of the Employer's receipt of the employee's written notice. The Employer will cease payroll deductions not later than the second payroll after the Employer's receipt of the employee's written notice. The County agrees to comply with the changes to RCW 41.56.110 upon the effective date of the statute.~~

4. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: employee name, birth date, job type, cost center, pay scale, and pay step. The Union may request additional information on bargaining unit members as needed. The Union agrees to indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the release of bargaining unit member information under this sub-section.
5. Voluntary Authorization: Upon written authorization, the Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction in the amount authorized by the Union member. An employee may revoke his or her authorization at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
6. Electronic Authorization: An authorization for Union membership and/or dues or other payroll deduction is valid whether executed in writing or electronically

## ARTICLE II. ECONOMICS, HOURS, INSURANCE

### SECTION A - WAGES

1. Wage Adjustments:
  - a. 2018: Effective the first full pay period on or after January 1, 2018, the first step in each salary range shall increase by one percent (1%).
  - b. 2019: ~~No wage adjustment in 2019. The County and Union shall reopen and bargain wages for 2019.~~
    - (1) Effective the first full pay period in January 2019, a new top step shall be added to each pay grade on the Union pay scales, equal to 2.5% above the preceding step. Employees who have been at the top step for at least twelve months prior to the first full pay period in January 2019, will move to the new step effective the first full pay period in January 2019; that date will become the employee's new step 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 II, Section B (Salary Steps and Evaluations) of this Agreement.

(2) Effective July 1, 2019 through June 30, 2020, any employee who is at Step 7 or above prior to their regular step anniversary date will receive one additional step increase on their regular step anniversary date. Employees receiving an additional step under this sub-section will not be required to meet a minimum evaluation score in order to receive the additional step. However, in no case will an employee progress beyond the top step of their pay scale.

(3) 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 September 27, 2019. The wages will be calculated based upon the base wages of eligible employees as of September 27, 2019 and will be paid in the paycheck scheduled for October 4, 2019.

c. 2020: No wage adjustment in 2020. The County and Union shall reopen and bargain wages for 2020.

2. For the 2019 and 2020 calendar years only, if non-represented employees as a group receive a base wage enhancement, such as a general wage adjustment, step acceleration, or lump sum payment, beyond that already received as of Resolution 023-2019, the parties agree to reopen bargaining under Article II, Section A (Wages) and Section B (Salary Steps and Evaluations).

3. The County will provide notice of upcoming compensation studies affecting Union positions and will consider Union input on study parameters prior to initiating the study.

4d. 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.

## **SECTION B – SALARY STEPS AND EVALUATIONS**

1. Step movement on the Wage and Classification Plan shall be as follows:

a. Except as provided in Article II, Section A.1.b.2 (2019-2020 Step Acceleration), for employees hired prior to January 1, 2020, ~~E~~employees placed at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached; **provided**, an employee must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase pursuant to the County evaluation system:



Step	Required Score
2 - 6	3.0
7 - 11	3.5
12 - <u>1544</u>	4.0

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 Section 1.a. above:

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

cb. Effective January 1, 2018, part-time employees hired prior to January 1, 2018, will be eligible for a step increase after reaching 2080 compensated hours since their date in position or last step date. The date that they reach 2080 hours will become the anniversary date for their next step increase and they will then be eligible to receive annual step increases as stated above.

All part-time employees hired on or after January 1, 2018 will be eligible for annual step increases effective on the employee's anniversary date in the position. Part-time employees no longer have to work 2080 hours to be eligible. Part-time employees will be eligible to receive a step annually.

de. Periods in which an employee is in an unpaid leave status (voluntary or involuntary) shall not be included in the required service period.

ed. Step increases shall be retroactive to the date of eligibility if delays in granting of the step increases are due to lack of a current evaluation or failure to submit to the Human Resources Department the required paperwork within designated timeframes.

2. Employee Evaluations. Employee evaluations shall be in accordance with the "Performance Evaluation Guidelines for Employees and Supervisors" in the County Personnel Manual, currently in Chapter 9, Section B.

## SECTION G – INSURANCE

The County will make contributions in the amounts listed below for funding, providing, and maintaining insured medical and dental benefits and life insurance coverage, and for providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Through payroll deduction, employees will contribute the remaining amounts necessary for funding, providing, and maintaining insured medical and dental benefits and life insurance, and providing a reserve fund to self-insure against unanticipated increases in the cost of those benefits. Employee contributions will be used to pay claims first.

1. **Medical Insurance Contributions:** For coverage effective January 2018 through December 2018, the County will make medical contributions as follows:

- a. **Regular, Full-Time Employees:** for employees with an established and approved FTE (Full Time Equivalent) of .75 and above, effective with the January 2018 premiums, in the event that medical rates increase, the County and employee monthly contributions towards medical coverage shall be increased proportionally.

*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 \$50 total rate increase ( $\$1,650 \times 3\% = \$50$ ). This total rate increase represents a \$45 increase to the County contribution ( $\$1,500 \times 3\% = \$45$ ) and a \$5 increase to the employee contribution ( $\$150 \times 3\% = \$5$ ).*

- 1) Effective January 1, 2018, the County shall cease to offer the Kaiser Access PPO Plan.
- 2) For January 2018 only, no medical premiums shall be deducted from employee paychecks.

- b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.

2. **Waiver of Medical Coverage:**

- a. **Regular, full-time employees** who provide proof of alternate medical coverage may waive coverage through Kitsap County's sponsored medical plans and for that waiver receive a one hundred dollar (\$100.00)

per month waiver-incentive payment; however, such payment is subject to employment taxes. Regular, full-time employees may not waive their individual medical coverage in lieu of coverage as a spouse/domestic partner on a County-sponsored medical plan.

- b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. For coverage effective January 1, 2018, 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.
4. **Dental Benefits, County Contribution:** the County will make contributions as indicated below.
  - a. County Contribution
    - (1) **All 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.
    - (2) **Regular, part-time employees:** The dental benefits contributions for regular, part-time employees will be the same as offered to regular, full-time employees.
  - b. All regular full-time and part-time employees shall participate in a County-sponsored dental plan.
  - c. The County-selected base dental plan provides substantially similar benefits to those provided by Delta Dental of Washington (formerly WDS) plan C – Option 2 (\$1,000 a year maximum benefit).
  - d. 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.

5. **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.
6. **Optional Benefits:** Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.
7. **Long-Term Disability:** Employer agrees to pay \$8.00 per month on behalf of each participating employee in the Long-Term Disability Plan provided and administered by the Union. Effective January 1, 2019, employee participation in the Union Long-Term Disability Plan shall be mandatory.
8. **Vision Insurance:** The County will provide and pay all the premiums necessary for WCIF VSP vision insurance.
9. **Changes to Coverage during Plan-year:** Employees must 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.
10. **Pre-tax payments:** Effective with the benefit year of 2018, all employee contributions will be made pre-tax.

11. **2019 & 2020 Medical Contributions:** ~~The parties agree to reopen health and welfare benefits for 2019. For coverage effective January 1, 2019 through December 31, 2020, the County will make medical contributions as follows:~~

- a. **Regular, Full-Time Employees:** for 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 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. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter, unless otherwise agreed.

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

x 3% = \$45) and a \$4.50 increase to the employee contribution (\$150 x 3% = \$4.50).

b. **Regular Part-Time Employees:** for regular employees working less than full time (approved FTE of less than .75 and at or above .5), the County will prorate the amount of its contributions to .65 of full-time FTE status for the year.

12. ~~2020: The parties agree to reopen health and welfare benefits for 2020. The parties agree to reopen this section during the 2020 Medical Benefits Committee meetings in order to discuss the potential for an HRA VEBA.~~

### **Medical Benefits Committee**

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

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

## **ARTICLE III. LEAVE SCHEDULES AND ACCRUALS**

### **SECTION A – HOLIDAYS**

1. For all employees, the following shall be observed as paid holidays:

#### **COMMONLY CALLED**

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day  
2 Floating Holidays

Labor Day  
Veteran's Day  
Thanksgiving Day  
The Day Following Thanksgiving Day  
Christmas Day  
Unpaid Holidays (2)

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed the preceding Friday.
3. The Floating holidays shall be taken in full day increments by an employee, including a probationary employee, at any time during the calendar year, with prior approval of the employee's Department Director or his/her designee. The Floating holidays shall not accumulate from year to year.
4. Paid holidays begin on the date of hire. Employees who are on leave without pay for more than one-half of their scheduled shift the working day before or the working day after a holiday shall not receive compensation for that holiday.
5. Regular and probationary part-time employees shall receive pro-rated holiday pay, based upon an employee's full-time equivalent (FTE) status, as established and approved by the Employing Official and the Kitsap County Budget Office.
6. If a non-exempt employee is required to work on one of the paid observed holidays, he/she shall receive his/her regular rate of pay for the hours worked and an additional day of annual leave (eight [8] hours) for each holiday; provided, non-exempt employees who work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall be paid the regular hourly rate for the hours worked plus either, at the option of the employee, an amount equal to one and one-half (1-1/2) the regular hourly rate of the employee or one and one-half (1-1/2) compensatory time off for each hour actually worked on the holiday. This compensation shall be in lieu of receipt of a paid eight (8) hours of holiday compensation set forth in Subsection 1 of this Section.
7. If a holiday falls on an employee's regularly scheduled day off, that employee receives annual leave based on the employee's established FTE status.
8. Employees may take two unpaid holidays at any time during the calendar year, with prior approval of the Director or his/her designee, in accordance with State Senate Bill 5173. Employees may take unpaid holidays for reasons of faith or conscience or an organized activity conducted under the auspices of a religious denomination, organization, or church. The unpaid holidays are in effect and available for use on January 1 of each year. The unpaid holidays must be taken in full work day increments and shall not accumulate from year to year. These unpaid holidays will not result in adjustments to seniority and will not impact accrual rates.
9. 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.

## SECTION B – ANNUAL LEAVE

[Sub-sections 1-4 omitted]

5. As a one-time only benefit, in January 2020, all regular, full-time AFSCME 1308-JC employees who were hired on or after January 1, 1998 and before January 1, 2018 will receive twenty-four (24) hours of annual leave. For regular, part-time employees hired between the dates above, the County will prorate the amount of one-time annual leave hours received. This benefit will be separate from and will not affect an employee's regular annual leave accrual for the month.

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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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AFSCME 1308-JC (JUVENILE COURTS)

John Davis  
John Davis, President Date  
AFSCME, Local 1308-JC

Aaron Cole 8/15/19  
Aaron Cole, Staff Representative Date  
AFSCME, Local 1308-JC

DATED this 26 day of AUGUST 2019.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

ATTEST



Edward E. Wolfe  
EDWARD E. WOLFE, Chair

Charlotte Garrido  
CHARLOTTE GARRIDO, Commissioner

Dana Daniels  
Dana Daniels, Clerk of the Board

Robert Gelder  
ROBERT GELDER, Commissioner



**LETTER OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL**  
**1308-JC, AFSCME, AFL-CIO (JUVENILE COURTS EMPLOYEES)**

**RE: Annual Leave Carry-Over for Jennifer Nguyen**

**Background**

The Collective Bargaining Agreement for AFSCME, Local 1308-JC, KC-429-18, Article III, Section B.2.c.i, provided for an increase to the annual leave accrual rates for bargaining unit members. Existing language under Article III, Section B.2.e states: "No more than forty-five (45) days (360 hours) annual leave may be carried from one calendar year to the next."

The Collective Bargaining Agreement was executed February 13, 2019. The increase in annual leave accrual rates provided for under Article III, Section B.2.c.i is effective January 1, 2018.

Employee Jennifer Nguyen retroactively received additional annual leave hours in 2018 as a result of the change to Article III, Section B.2.c.i; however, because of the limit on the number of annual leave hours that may be carried over from one calendar year to the next under Article III, Section B.2.e, Ms. Nguyen lost 40.08 hours of annual leave carry-over into 2019.

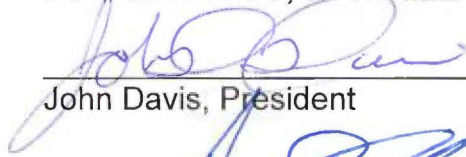
**Agreement**

The parties, Kitsap County (County) and AFSCME Local 1308-JC (Union), having bargained in good faith, agree to waive the limit imposed by Article III, Section B.2.e for Jennifer Nguyen, for purposes of carrying over annual leave from 2018 to 2019 only. The parties agree to allow Ms. Nguyen to carry-over 40.08 hours of annual leave beyond the 360 hours maximum allowed from 2018 into 2019. The parties do not agree to waive the limit imposed by Article III, Section B.2.e for purposes of carrying over annual leave in 2019 or beyond.

This Letter of Understanding shall not create a precedent.

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WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, AFSCME, AFL-CIO  
LOCAL 1308-JC, JUVENILE COURTS

  
\_\_\_\_\_ 4/16/19  
John Davis, President Date

  
\_\_\_\_\_ 4/17/19  
Aaron Cole, Union Representative Date

KITSAP COUNTY

  
\_\_\_\_\_ 4/17/2019  
Kate Cummings Date  
Labor Relations Supervisor

  
\_\_\_\_\_ 4-22-19  
Michael Merringer Date  
Juvenile Detention Director

CC:  
Patty Bronson  
Brandy McAllister  
Jackie Carney

**CONTRACT AMENDMENT**  
**By and Between**  
**KITSAP COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL**  
**1308-JC, AFSCME, AFL-CIO (JUVENILE COURTS)**

**KC-429-18-C**

**RE: Medical Waiver Incentive**

The parties, Kitsap County (County) and AFSCME Local 1308 (Union), having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-429-18 (hereinafter CBA), as follows:

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

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**ARTICLE II – ECONOMICS, HOURS, INSURANCE**

*[Section A-F omitted]*

**Section G – INSURANCE**

*[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 fifty dollars (~~\$150~~100.00) per month waiver-incentive payment; however, such payment is subject to employment taxes. 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. 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.

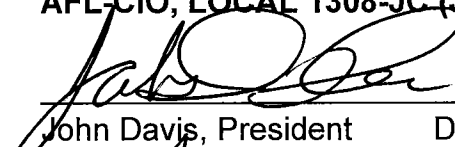
b. **Regular, part-time employees** may waive their coverage through Kitsap County's sponsored medical plans and receive a pro-rated waiver incentive payment per month, according to their established and approved full-time equivalent status for the year. For coverage effective January 1, ~~2020~~2018, this pro-ration will be one hundred dollars (\$100) per month. ~~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. 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).

2. Except as expressly provided in the 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. The amendment to Article II, Section G.2.a shall be effective January 1, 2020

**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES, AFSCME,  
AFL-CIO, LOCAL 1308-JC (Juvenile Courts)**

  
John Davis, President      Date 3/3/20

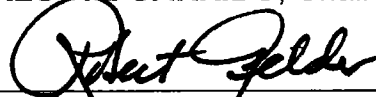
  
Aaron Cole, Union Staff Representative      Date 2-14-20

DATED this 23<sup>rd</sup> day of March 2020

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY WASHINGTON**



CHARLOTTE GARRIDO, Chair

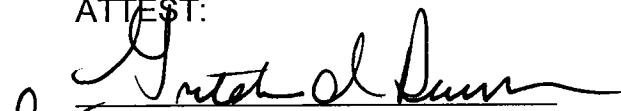


ROBERT GELDER, Commissioner



EDWARD E. WOLFE, Commissioner

ATTEST:

  
Dana Daniels, Clerk of the Board

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
KITSAP COUNTY  
And  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,  
LOCAL 1308-JC, AFSCME, AFL-CIO (JUVENILE COURTS)**

**KC-429-18-D**

This COLLECTIVE BARGAINING AGREEMENT AMENDMENT is made and entered into between Kitsap County (hereinafter referred to as the "Employer") and AFSCME, Local 1308-JC (Juvenile Courts) (hereinafter referred to as the "Union").

The parties mutually agree that their 2018-2020 Collective Bargaining Agreement, KC-429-18 (CBA), shall be amended as follows:

1. The term of the CBA is extended through December 31, 2021.
2. The wage adjustment for 2021 shall be zero percent (0%).
3. Effective February 1, 2021, Article II, Section B is amended by underline, indicating new matter, and ~~strikethrough~~, indicating deleted matter, as follows:

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**ARTICLE II. ECONOMICS, HOURS, INSURANCE**

*[A Omitted]*

**SECTION B – SALARY STEPS AND EVALUATIONS**

1. Step movement on the Wage and Classification Plan shall be as follows:
  - a. Except as provided in Article II, Section A.1.b.2 (2019-2020 Step Acceleration), for employees hired prior to January 1, 2020, employees at a pay step below Step 7 will receive a two-step increase (5%) following their last advancement or anniversary date in current position until Step 7 is reached. Employees at Step 7 or above will receive a one-step (2.5%) increase following their last advancement or anniversary date in current position. Step increases will be received annually until the top step is reached, provided, the employee "Meets Standards" for the performance period.; ~~provided, an employee must achieve the following minimum overall performance scores on their evaluation that entitles them to the step increase pursuant to the County evaluation system: Step increases are effective on the date of eligibility.~~

Score	Step	Required
	<del>2-6</del>	3.0
	<del>7-11</del>	3.5
	<del>12-15/14</del>	4.0

- 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 Section 1.a. above:

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

- ~~c. Effective January 1, 2018, part time employees hired prior to January 1, 2018, will be eligible for a step increase after reaching 2080 compensated hours since their date in position or last step date. The date that they reach 2080 hours will become the anniversary date for their next step increase and they will then be eligible to receive annual step increases as stated above.~~

~~All part time employees hired on or after January 1, 2018 will be eligible for annual step increases effective on the employee's anniversary date in the position. Part time employees no longer have to work 2080 hours to be eligible. Part time employees will be eligible to receive a step annually.~~

- cd. An employee receiving "Does Not Meet Standards" for an overall rating, is not eligible for a step increase. See Personnel Manual Chapter 6, Section D for re-evaluation eligibility.

- d. Periods in which an employee is in an unpaid leave status (voluntary or involuntary) shall not be included in the required service period.

- ~~e. Step increases shall be retroactive to the date of eligibility if delays in granting of the step increases are due to lack of a current evaluation or failure to submit to the Human Resources Department the required paperwork within designated timeframes.~~

2. Employee Evaluations. Employee evaluations shall be in accordance with the "Performance Evaluation Guidelines for Employees and Supervisors" in the County Personnel Manual, currently in Chapter 9, Section B.

[C-G Omitted]

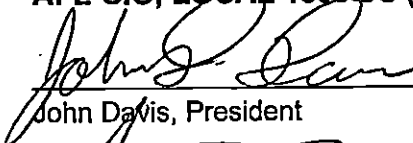
4. Medical insurance contributions shall remain as provided in Article II, Section G of the CBA. This shall result in no increase to employee medical insurance contributions in

2021. The County and employee monthly contributions towards medical coverage shall be increased proportionally thereafter, unless otherwise agreed.

5. Negotiations for a successor agreement to contract KC-429-18 shall be scheduled by the parties no later than September 1, 2021.
6. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-429-18) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect.

Upon execution by all parties, with the exception of item #3 which is effective on February 1, 2021, this amendment is effective January 1, 2021.

**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES, AFSCME,  
AFL-CIO, LOCAL 1308-JC (Juvenile Courts)**

  
John Davis, President 12/17/20  
Date

  
Aaron Cole, Staff Business Representative 12-17-20  
Date

DATED this 11 day of JANUARY, 2020

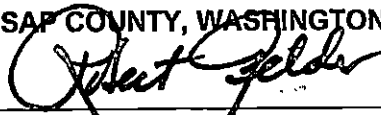


Attest:




Dana Daniels, Clerk of the Board

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

  
ROBERT GELDER, Chair

  
EDWARD E. WOLFE, Commissioner

  
CHARLOTTE GARRIDO, Commissioner

**MEMORANDUM OF UNDERSTANDING**

**By and Between  
KITSAP COUNTY  
AND**

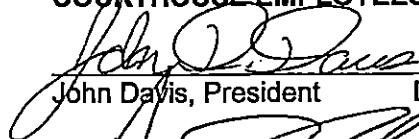
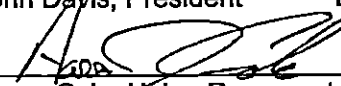
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)**

**KC-429-18-E**

Kitsap County agrees to voluntarily recognize Local 1308-JC (Juvenile Courts), of the Washington State Council of County and City Employees, AFSCME, Council 2 as the Authorized Bargaining Representative for the newly created job classifications of **Program Coordinator**, in the Kitsap County departments represented by AFSCME, Local 1308-JC (Juvenile Courts).

The parties agree that the above job classification will be placed under the existing Local 1308-JC (Juvenile Courts) Collective Bargaining Agreement, and if necessary, an addendum to the Agreement will be negotiated to address specific issues that may be unique to this or similar positions.

**WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, AFSCME, AFL-CIO LOCAL 1308-JC,  
COURTHOUSE EMPLOYEES**

 1/8/21  
John Davis, President Date  
 12-21-20  
Aaron Cole, Union Representative Date

DATED this 25 day of JANUARY, 2021.

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



  
ROBERT GELDER, Chair

  
EDWARD E. WOLFE, Commissioner

  
CHARLOTTE GARRIDO, Commissioner

ATTEST:

  
Dana Daniels, Clerk of the Board



**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**KITSAP COUNTY SUPERIOR AND DISTRICT COURTS**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL**  
**1308, AFSCME, AFL-CIO (COURTHOUSE EMPLOYEES)**  
**AND**  
**1308-JC, AFSCME, AFL-CIO (JUVENILE COURTS)**

**KC-408-19-T**  
**&**  
**KC-429-18-F**

RE: Superior and District Court Covid-19 vaccination mandate

Background:

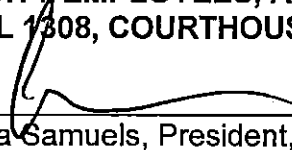
On August 26, 2021, the Presiding Judges of Kitsap County Superior and District Courts issued Emergency Administrative Order (EAO) 2021-11 in response to the current pandemic outbreak of the Coronavirus-19 (Covid-19) outbreak. The order mandates court employees to be fully vaccinated against Covid-19 by November 1, 2021.

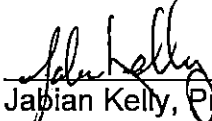
Agreement:

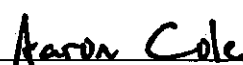
1. The County will allow up to 3 hours of Emergency Leave (an additional paid leave) per shot. Employees should schedule use of this time with their supervisor. The time away from work can be coded in Workday as "Emergency Leave". Employees who need additional time due to any adverse effects from the vaccination will be permitted to use accrued sick leave for recovery time.
2. Human Resources staff will administer requests for medical accommodation in accordance with state and federal law and County procedures for disability/ADA requests. Medical information received through this process will be treated as confidential information and housed in Human Resources. HR staff will communicate accommodation requests to the Courts and the Presiding Judge will make the final determination.
3. The accommodation process is an interactive one that includes consideration of the essential functions of the job. Accommodation requests are considered on a case by case basis and any accommodations granted will vary by employee. If periodic testing is granted as a result of the interactive process, the test results will be housed in the Human Resources Department. Positive test results will result in isolation protocols as advised by the CDC and Kitsap County Public Health guidelines.

4. Religious accommodation requests will be handled directly through the Courts. The Courts may consult with Human Resources staff regarding the accommodation process. Final determination shall be made by the Presiding Judge.
5. The County will follow pre-termination and grievance procedures as required by current contract language.
6. EAO 2021-11 states that court employees must be fully vaccinated by November 11, 2021. No extension or "grace period" will be granted other than consideration for employees who may need an accommodation for vaccination timing because of a medical issue. Employees who may need this accommodation should start the interactive process immediately.
7. Employees not fully vaccinated by November 1, 2021, who have not requested a consideration for extension due to medical reasons, will be considered no longer qualified for their position and will be terminated for non-disciplinary reasons.
8. The County will keep a list of employees who separate from employment for this non-disciplinary termination action.
9. Employees who wish to retire from County employment may do so following the procedures currently outlined in their CBA, the Personnel Manual, and per DRS guidelines.
10. The County will not challenge any unemployment benefits granted if the employee is separated due to the County's inability to accommodate a medical condition that prohibits the employee from receiving the vaccine. The County is required to respond to and provide accurate information as requested by the Washington State Employment Security Department.
11. The County agrees that the separated employee may be rehired. Utilizing current County policies and procedures, including the applicable collective bargaining agreement, at the time the employee either meets the conditions of employment or if the EAO is rescinded, the employee may apply for any open position and will be considered, if the employee meets the minimum qualifications of the position.
12. If the employee is rehired into County employment, continuous service dates will be adjusted in accordance with the applicable CBA or the Personnel Manual, depending on the representation status of the position.
13. The County agrees to follow current contract language and to engage in impacts bargaining for any future changes to working conditions.

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO LOCAL 1308, COURTHOUSE EMPLOYEES

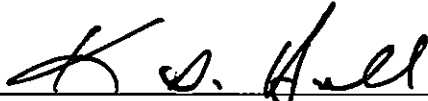
  
Cynthia Samuels, President, 1308 11/1/21 Date

  
Jabian Kelly, President, 1308-JC 10-29-21 Date

DocuSigned by:  
  
Aaron Cole, Union Representative 10/26/2021 Date  
CAA1FC05ED304AF...

DATED this 1<sup>st</sup> day of November, 2021.

KITSAP COUNTY SUPERIOR COURT

  
KEVIN D. HULL, Presiding Judge

KITSAP COUNTY DISTRICT COURT

  
CLAIRE A. BRADLEY, Presiding Judge

**MEMORANDUM OF UNDERSTANDING**

**By and Between  
KITSAP COUNTY**

**AND**

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 1308-JC,  
AFSCME, AFL-CIO (JUVENILE COURTS)**

**KC-429-18-G**

**RE: 2022 Health & Welfare Benefits Pending Negotiations**

This Agreement is made by and between Kitsap County (County) and Washington State Council of County and City Employees, Local 1308-JC, AFSCME, AFL-CIO (Juvenile Courts). The parties mutually agree as follows:

Whereas, the current collective bargaining agreement, KC-429-18-G between the parties, Kitsap County (County) and Washington State Council of County and City Employees, Local 1308-JC, AFSCME, AFL-CIO (Juvenile Courts), expires December 31, 2021. 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-429-18-G) 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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///  
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WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, AFSCME, AFL-CIO  
LOCAL 1308-JC (JUVENILE COURTS)

Jabian Kelly 11/9/21  
Jabian Kelly, President, 1308-JC Date  
Aaron Cole 11/2/21  
Aaron Cole, Union Representative Date

DATED this 6TH day of December, 2021.



Attest:

Dana Daniels

Dana Daniels, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

Robert Gelder  
ROBERT GELDER, Chair

NOT PRESENT

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