



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19603

Proposed No. 2023-0169.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement negotiated by and between
3 King County and the King County Juvenile Detention
4 Guild representing employees in the Department of Adult
5 and Juvenile Detention; and establishing the effective date
6 of the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The memorandum of agreement negotiated by and between King
9 County and the King County Juvenile Detention Guild representing employees in the
10 Department of Adult and Juvenile Detention, which is Attachment A to this ordinance, is
11 hereby approved and adopted by this reference made a part hereof.

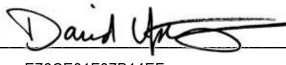
Ordinance 19603

12 **SECTION 2.** Terms and conditions of the agreement shall be effective from
13 January 1, 2023, through and including October 27, 2023.

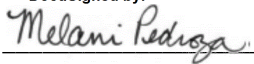
Ordinance 19603 was introduced on 4/18/2023 and passed by the Metropolitan King County Council on 5/2/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

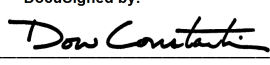
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 5/2/2023, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement By and Between King County and King County Juvenile Detention Guild Non-Supervisory Staff (296 Unit)

**Memorandum of Agreement
By and Between
King County
And
King County Juvenile Detention Guild
Non-Supervisory Staff (296 Unit)**

**SUBJECT: Staffing Incentives at the Clark Children and Family Justice Center
("CCFJC") – CBA #296**

BACKGROUND:

The Department of Adult and Juvenile Detention, Juvenile Division (the Department) is experiencing an unprecedented challenge due to the scheduled Clark Children and Family Justice Center (CCFJC) closure in 2025. The purpose of this Agreement is to support staffing levels at CCFJC by adding incentives designed to retain existing staff equitably, and to support recruitment efforts.

AGREEMENT:

1. 2023 CAREER SERVICE RETENTION INCENTIVE (\$4,000):

A. AMOUNT. A \$4,000 Retention Incentive Payment will be paid to *eligible* career service employees who are employed with the Department as of January 1, 2023, and remain employed by the Department on October 27, 2023 (2023 Retention Period) or as described below in 1(b)i and 1(b)ii.

B. ELIGIBILITY. To receive the 2023 Retention Incentive, the employee must meet one of the following eligibility criteria:

- i. Career service non-probationary:** Employee must be employed with the Department as of January 1, 2023, and remain employed on October 27, 2023. An employee who is involuntarily separated due to a reduction in force (layoff), medical separation, or promoted within DAJD (inclusive of work out of class and special duty within DAJD) during 2023 will also be considered eligible.
- ii. Newly hired career service & probationary:** An employee hired into a career service position who is still within their probationary period anytime between January 1, 2023, and December 31, 2023, will become eligible for the Retention Incentive Payment after October 27, 2023, and after successful completion of their probationary term, whichever occurs later. An employee that does

not successfully complete their probationary period or that separates for any reason prior to October 27, 2023, will also be ineligible.

- iii. An employee that separates from County employment for any other reason than the exceptions stated above during the Retention Period (e.g., termination, resignation, etc.) will be ineligible to receive the Retention Incentive Payment.

C. PAYMENT DATE. Retention Incentive Payment (\$4,000) will be payable to employees in a pay period after October 27, 2023, and after King County Council ratification of this Agreement.

2. 2023 TEMPORARY EMPLOYEE WORK INCENTIVE

A. A temporary employee (i.e., short-term temporary and term-limited temporary positions) that works at least (500) hours (excludes paid leave) between January 1, 2023, and October 27, 2023, will be eligible to receive a \$2,000 incentive. Temporary employees that work less than (500) hours during this time frame will be ineligible for this incentive.

Temporary Employee Table (TLT/STT)	
Employee Actual Hours Worked	Incentive Amount
Worked 500 or more hours between 1/1/23 to 10/27/2023	\$2,000
Worked 499 or fewer hours between 1/1/23 to 10/27/2023	\$0

3. INCENTIVE TO MOVE FROM SEVENTY-TWO HOUR TO EIGHTY HOUR BI-WEEKLY WORK SCHEDULE

A. Work Hour Change Request Process and Incentive. Employee’s on a 5/4 work schedule may opt to transition from their 5/4 schedule to a (40 hour) workweek schedule. The Department will provide an incentive payment, as follows, after the (40) hour work schedule change takes effect for employees who exercise this option before the following dates:

- i. **\$7,000 (40-hour) early transition incentive if the employee submits a request to transition to a (40-hour) schedule on or before May 1, 2023.** The employee must also sign an agreement stating that they will pay back the \$7,000 incentive if they do not remain employed for at least one (1) year after the (40 hour) schedule takes effect, except if the employee is laid off or medically separated or promoted to another position within the

Department. The County reserves the right to deduct the money owed to the County from their last paycheck, and any leave cash pay outs (e.g., vacation cash-out) due upon separation.

- ii. **\$5,000 (40-hour) transition incentive if the employee submits a request to transition to a (40-hour) schedule between May 2, 2023, and August 31, 2023.** The employee must also sign an agreement stating that they will return the \$5,000 incentive if they do not remain employed for at least two-hundred forty (240) calendar days after the (40 hour) schedule takes effect, except if the employee is laid off or medically separated or promoted to another position within the Department. The County reserves the right to deduct the money owed to the County from their last paycheck, and any leave cash pay outs (e.g., vacation cash-out) due upon separation.
- iii. Employees may not revert back to their previous workweek hours once the (40-hour) work hour change request has been implemented. Under no circumstances shall an employee be eligible for more than one (40-hour) incentive payment.

4. PAYMENT EFFECTIVE DATE. The effective date for payments of the 2023 Career Service Retention Incentive and 2023 Temporary Employee Work Incentive will occur after October 27, 2023, and after King County Council ratification, whichever occurs later in one-time payments. Payment date(s) may be different depending on employment status (e.g., career service, probationary, temporary). The retention incentives shall be subject to applicable payroll tax, retirement, and other withholdings.

5. COMPLETE AGREEMENT. This is the full and final Agreement between the Parties and shall expire upon completion of all incentive pay terms.

6. DISPUTES. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedure of the collective bargaining agreement.

7. RATIFICATION. The Parties acknowledge that this Agreement must be ratified by King County Council in order to effectuate its terms.

For the King County Juvenile Detention Guild (296):

DocuSigned by:

Jason Smith

E81313485073413...

Jason Smith, President

3/20/2023

Date

DocuSigned by:

Ryan Lufkin

27BD002EA2214D8...

Ryan Lufkin, Legal Advisor

3/20/2023

Date

For King County:

DocuSigned by:

Andre Chevalier

7231D66C774F45F...

Andre Chevalier, Senior Labor Negotiator
Office of Labor Relations
King County Executive Office

3/20/2023

Date

Certificate Of Completion

Envelope Id: 74D881A2E9854A609D76CB429B97C25B	Status: Completed
Subject: Complete with DocuSign: Ordinance 19603.docx, Ordinance 19603 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 4	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

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Using IP Address: 198.49.222.20

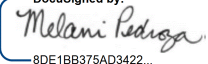
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Electronic Record and Signature Disclosure:

Accepted: 5/2/2023 2:55:40 PM
ID: e3159460-aef2-4772-97dd-d86a33adaffd

Melani Pedroza
melani.pedroza@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

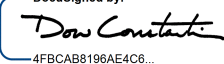
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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 5/2/2023 2:56:42 PM Viewed: 5/2/2023 3:11:45 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/2/2023 4:10:55 PM
Completed	Security Checked	5/2/2023 4:10:55 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.