



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19898

Proposed No. 2025-0083.1

Sponsors Zahilay

1 AN ORDINANCE approving and adopting two
 2 memoranda of agreement negotiated by and between King
 3 County and the Juvenile Division Supervisors bargaining
 4 unit, representing supervisors in the juvenile division of the
 5 department of adult and juvenile detention and establishing
 6 the effective date of the agreements.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The memoranda of agreement negotiated by and between King
 9 County and the Juvenile Division Supervisors bargaining unit, representing supervisors in
 10 the juvenile division of the department of adult and juvenile detention, which are
 11 Attachment A and Attachment B to this ordinance, are hereby approved and adopted by
 12 this reference made a part hereof.

13 SECTION 2. Terms and conditions of the agreements shall be effective for the
 14 agreement for voluntary and mandatory overtime pay upon written notice by the county
 15 to the Juvenile Division Supervisors bargaining unit and department of adult and juvenile
 16 detention payroll and based on the date payroll can implement the agreement and may
 17 become part of the collective bargaining agreement if not terminated in 2025, and for the
 18 agreement for declined mandatory overtime protocol upon written notice by the county to
 19 the Juvenile Division Supervisors bargaining unit and department of adult and juvenile

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20 detention payroll and based on the date payroll can implement the agreement, through no
21 later than January 1, 2026, as specified in the agreement.

Ordinance 19898 was introduced on 2/25/2025 and passed by the Metropolitan King County Council on 3/4/2025, by the following vote:


Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Quinn, von Reichbauer and Zahilay
Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:

1AEA3C5077F8485...
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:

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

APPROVED this ____ day of 3/7/2025, _____.

Signed by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement By and Between King County and the WA State Council of County & City Employees, Council 2, Local 2084-S; Dept of Adult & Juvenile Detention (Juvenile Division Supervisors), 276U0125, B. Memorandum of Agreement By and Between King County and the WA State Council of County & City Employees, Council 2, Local 2084-S; Dept of Adult & Juvenile Detention (Juvenile Division Supervisors), 276U0225

Memorandum of Agreement

By and Between

King County

and the

**Washington State Council of County and City Employees, Council 2, Local 2084-S;
Department of Adult & Juvenile Detention (Juvenile Division Supervisors) (276)**

**SUBJECT: CORRECTION SUPERVISOR TEMPORARY “MANDATORY” AND
“VOLUNTARY” OVERTIME (2x) PAY INCENTIVES (MOA# 276U0125)**

BACKGROUND

- I.** The Washington State Council of County and City Employees, Council 2, Local 2084-S (Union) and King County (County) are parties to a collective bargaining agreement (CBA). The parties have agreed to this Memorandum of Agreement (MOA) as a supplemental agreement to the CBA.

- II.** The Clark Children and Family Justice Center (CCFJC) operates 24 hours per day, seven days a week and must maintain continuity in detention staffing coverage provided by Juvenile Detention Officers and Corrections Supervisors represented by the Union. Detention staffing is necessary to ensure the safety and welfare of youth detained in the facility and for staff and volunteers that work at the CCFJC. The purpose of this MOA is to continue to provide a temporary pay incentive to further encourage overtime work is voluntarily performed by Corrections Supervisors when possible and that the burden of mandatory overtime work is also compensated in a consistent way with the enhanced voluntary overtime pay rate temporarily in effect for the duration of this MOA.

AGREEMENT

PART 1: Mandatory Overtime Pay Incentive

- 1.** When an employee is mandated to work overtime that qualifies for overtime at the rate of time-and-one-half (1.5x) their rate of pay under CBA Section 8.2 that is at least two consecutive hours or more, the employee shall instead be paid (2x) their normal rate of pay (inclusive of Education, Longevity, and FTO premiums if applicable) as described in this MOA. This overtime premium shall not apply to overtime where the work performed is related to a loan-out or special assignment or work performed at meetings, shift paperwork, scheduling, or trainings.

- 2.** This enhanced rate for mandatory overtime will not be stacked with other multipliers of pay in the collective bargaining agreement (e.g., qualifying mandatory overtime work on a holiday will only be paid at (2x) for actual hours worked on the holiday, rather than the 1.5x).

- 3.** Per the CBA, employees may request compensatory time for mandatory overtime at the enhanced rate (2x).

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4. MOA terms are only intended to apply to employees with a base position in the Corrections Supervisor job classification while working in that classification or for other employees working as a Correction Supervisor in formal Special Duty Assignments (e.g., CLA Article 15). MOA terms shall *not* apply to shorter term Working-Out-of-Classification assignments.
5. All other CBA provisions recognized past-practices, and procedures regarding mandatory overtime that are not expressly changed by this Memorandum of Agreement shall continue to apply.
6. The terms of this mandatory (2x) incentive shall be effective upon written notice by the County to the Union and DAJD Payroll with an effective date. The effective date of this MOA shall also render the prior (2x) voluntary incentive contained in MOA 276U0122 null and void when the new incentive terms are implemented.

Should this MOA not be fully ratified by the King County Council, this MOA shall be null and void, and the provision of the (2x) pay for mandatory overtime shall immediately end.

7. The mandatory overtime incentive is intended to be a temporary pay incentive to support detention staffing as determined appropriate by the County. The County reserves the right, in its sole discretion, to modify the workdays or shifts or posts that this enhanced (2x) mandatory overtime pay incentive is available upon email notice to the Union or to pause the incentive for a period of time, or to terminate the mandatory overtime (2x) incentive in its entirety at any time with (30) calendar days' advance notice via email to the Union.

The temporary mandatory overtime (2x) incentive shall expire immediately on August 1, 2025, if the parties have not already reached a tentative agreement on the successor CBA (Appendix 276) or as otherwise agreed, and the MOA shall expire no later than January 1, 2026.

PART 2: Voluntary Overtime Pay Incentive

- A. When an employee works voluntary overtime that qualifies for overtime at the rate of time-and-one-half (1.5x) their rate of pay under CBA Section 8.2 that is at least two consecutive hours or more, the employee shall instead be entitled to (2x) their rate of pay (inclusive of Education Incentive, FTO, Longevity premiums if applicable) for the voluntary overtime worked per this MOA. This overtime premium shall also not apply to overtime where the work performed is related to a loan-out or special assignment or work performed at recruitment fairs, scheduling, shift paperwork, meetings or trainings. Employees performing voluntary overtime must also comply with Section 8.2 (D) of the CBA, which requires preapproval to work overtime by the manager, except in emergent

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circumstances. Employees that do not seek preapproval or if an emergent circumstance does not exist as determined by the manager upon review of the information provided by the employee, then the 2x overtime pay rate will not apply to the overtime worked. This determination by the manager shall not be subject to the grievance procedure.

- B.** This enhanced rate for voluntary overtime will not be stacked with other multipliers of pay in the collective bargaining agreement (e.g., voluntary overtime work on a holiday will only be paid at (2x) for actual hours worked on the holiday, rather than the 1.5x).
- C.** MOA terms are only intended to apply to employees with a base position in the Corrections Supervisor job classification while working in that classification or for other employees working as a Correction Supervisor in formal Special Duty Assignments (e.g., CLA Article 15). MOA terms shall *not* apply to shorter term Working-Out-of-Classification assignments.
- D.** Per the CBA, employees may request compensatory time for voluntary overtime at the enhanced rate (2x), however nothing herein will alter any other terms related to the earning or use of compensatory time, including the maximum annual cap.
- E.** All other CBA provisions recognized past-practices, and procedures regarding voluntary overtime that are not expressly changed in this MOA shall continue to apply. This MOA is intended to fully and completely replace the existing (2x) voluntary overtime incentive (i.e., (2x) voluntary overtime incentive provided in MOA 276U0122) immediately upon implementation by the County. Additionally, this MOA shall serve to extend the existing (2x) voluntary overtime incentive (per MOA276U0122) until the new terms herein can be implemented by the County.
- F.** The terms of this voluntary (2x) incentive shall be effective upon written notice by the County to the Union and DAJD Payroll with a future effective date. The effective date of this incentive shall also immediately render the prior (2x) voluntary incentive contained in MOA 276U0122 null and void.

Should this MOA not be ratified by the King County Council, this MOA shall be null and void, and the provision of the (2x) pay for voluntary overtime shall immediately end as described herein.

- G.** The enhanced voluntary overtime incentive is intended to be a temporary pay incentive to support JDO staffing as determined appropriate by the County. The County reserves the right, in its sole discretion, to modify the workdays or shifts or posts that this enhanced (2x) voluntary overtime pay incentive is offered upon notice to the Union or to terminate the enhanced voluntary overtime (2x) rate in its entirety at any time with (30) calendar days' advance email notice to the Union.

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The Voluntary overtime (2x) incentive shall expire immediately on August 1, 2025, if the parties have not already reached a tentative agreement on the successor CBA (Appendix 276) or as otherwise agreed, and the MOA shall expire no later than January 1, 2026.

For the WCCCE, Council 2, Local 2084-S (276):

<p>DocuSigned by:  <small>F05E1B5DC5A49C...</small> Roger P. Moller, Staff Representative WCCCE, Council 2, Local 2084-S</p>	<p>1/13/2025 <hr/> Date</p>
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<p>Signed by:  <small>5EA6C725A54D4E6...</small> Adam Hoppis, Supervisor and Executive Board Representative</p>	<p>1/13/2025 <hr/> Date</p>
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For King County:

<p>DocuSigned by:  <small>7231D666AAAF4EF...</small> Andre Chevalier, Senior Labor Negotiator Office of Labor Relations</p>	<p>1/13/2025 <hr/> Date</p>
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<p>DocuSigned by:  <small>F9501723F0A24A2...</small> Jeneva Cotton Division Director Juvenile Detention</p>	<p>1/13/2025 <hr/> Date</p>
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<p>DocuSigned by:  <small>E3CB545E809D44B...</small> Cheryl Macoleni DAJD Human Resources Manager</p>	<p>1/13/2025 <hr/> Date</p>
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**Memorandum of Agreement
By and Between
King County
and the
Washington State Council of County and City Employees, Council 2, Local 2084-S;
Department of Adult & Juvenile Detention (Juvenile Division Supervisors) (276)**

**SUBJECT: CORRECTIONS SUPERVISOR DECLINED MANDATORY OVERTIME PROTOCOL
(MOA 276U0225)**

BACKGROUND

- I. The Union and King County (County) are parties to a collective bargaining agreement (CBA). The parties have agreed to this Memorandum of Agreement (MOA) as a supplemental agreement to the CBA.
- II. The Clark Children and Family Justice Center (CCFJC) operates 24 hours per day, seven days a week and must maintain continuity in detention staffing coverage and operations. Sufficient Corrections Supervisor staffing is integral to ensuring the safety and welfare of youth detained in the CCFJC and for staff and volunteers that work there. In limited circumstances, mandatory overtime of Corrections Supervisors is necessary given current Correction Supervisor staffing needs at the CCFJC and the department's need to ensure these objectives are met.

AGREEMENT

1. If an employee is assigned mandatory overtime and states they are declining the required overtime due to an authorized purpose pursuant to the paid sick leave statute (RCW 49.46.210 as amended), the following terms shall apply.
2. **LEAVE DEDUCTION.** The employee will use their paid sick leave accruals to cover the mandatory overtime hours that were declined, unless the declined mandatory overtime is due to a preapproved mandatory overtime restriction under the Family and Medical Leave Act (FMLA) or preapproved qualifying leave under the Washington Family Care Act. The amount of paid sick leave accrual hours that will be charged per workday cannot exceed a total of 16 compensated hours per workday including hours actually worked. For example, an employee that works a regular 10-hour shift can only be charged six paid sick leave hours for a declined mandatory overtime on that workday (i.e. total maximum of 16 compensated hours per workday). Employees with mandatory overtime restrictions approved under the FMLA will not be required, but are permitted, by the terms of this MOA to use their paid sick leave hours to cover declined mandatory overtime hours as stated in this MOA
3. **MANDATORY OVERTIME LIST.** An employee that declines mandatory overtime will remain at the top of any rotating mandatory overtime list.

Washington State Council of County and City Employees, Council 2, Local 2084-S; Department of Adult & Juvenile Detention (Juvenile Division Supervisors) (276) 276U0225

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4. **CORRECTIVE ACTION.** If an employee declines mandatory overtime and does not use available paid sick leave (or other leave accruals as permitted by law, policy, and the CBA) or does not have sufficient sick or other accrued leave approved to cover the declined hours, the refusal to work mandatory overtime may be subject to disciplinary action.
5. **PAY.** When an employee has paid sick leave hours deducted to cover a declined mandatory overtime assignment, the employee shall be paid for those hours at their straight time rate of pay. Paid sick leave hours shall not count toward overtime eligibility thresholds (i.e. weekly or daily) and shall not be paid at the overtime rate in any circumstances. Thus, for example, a supervisory employee that works their regular 40-hour workweek and also declines a mandatory overtime assignment on the same workday they will be paid 46-hours at straight time in the workweek and shall have six hours of paid sick leave deducted from their leave accruals consistent with the 16 hour maximum rule stated in #2. Employees shall not be eligible to accrue any additional paid leave by the terms of this Agreement.
6. **CAP ON PAID LEAVE USED.** In the future, the County may determine a need to implement a standard maximum paid leave usage cap per employee annually or as otherwise determined that can be used for occurrences of declined mandatory overtime. If the County implements such a cap on the amount of paid leave that can be used to cover declined mandatory overtime, the County will provide the union with advance notice and the effective date of the cap.
7. **VERIFICATION.** If an employee uses sick leave to cover an absence for a declined mandatory overtime shift for more than three days, the employee must provide verification that the use of paid sick leave was for an authorized purpose under RCW 49.46.
8. **SCOPE.** MOA terms are only intended to apply to employees with a base position in the Corrections Supervisor job classification while working in that classification or for other employees working as a Correction Supervisor in formal Special Duty Assignments (e.g., CLA Article 15). MOA terms shall *not* apply to shorter term Working-Out-of-Classification assignments.
9. **EFFECTIVE DATE.** This MOA contains the full and complete terms between the parties and shall go into effect with one pay period advance notice by the County to the Union.
10. **TERMINATION.** The terms of this MOA shall be incorporated into the parties' successor CBA as an Addendum and the Addendum shall remain in effect unless this MOA is terminated by the County at any time prior with (30) calendar days' advance notice to the Union. If the MOA and its terms are terminated by the County, any action (e.g., discipline or use of paid sick leave) in progress that occurs prior to the actual termination date of the MOA shall continue to be transacted according to the MOA terms. This means for example that a disciplinary action or paid sick leave usage in accordance with the MOA terms may ultimately be issued or paid after the MOA termination date if the event that gave rise to the action transpired while the MOA was still active. In addition, the termination of the MOA

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shall not result in rescinding any management actions (e.g., counseling, discipline, or payments and accrual deduction for paid sick leave) taken while the MOA is in effect.

For the WCCCE, Council 2, Local 2084-S (276):

DocuSigned by:

Roger P. Moller

1/23/2025

F05E1BF0CF5A49C...
Roger P. Moller, Staff Representative
WCCCE, Council 2, Local 2084-S

Date

Signed by:

Adam Hoppis

1/23/2025

5EA6C725A54D4E6...
Adam Hoppis, Supervisor and Executive
Board Representative

Date

For King County:

DocuSigned by:

Andre Chevalier

1/24/2025

7231D68CAA4F4EF...
Andre Chevalier, Senior Labor Negotiator
Office of Labor Relations

Date

DocuSigned by:

Jeneva M Cotton

1/24/2025

E9501723E0A24A2...
Jeneva Cotton
Division Director Juvenile Detention

Date

DocuSigned by:

Cheryl Macoleni

1/23/2025

E3CB5A5E809D44B...
Cheryl Macoleni
DAJD Human Resources Manager

Date

Certificate Of Completion

Envelope Id: 9A7F0F95-3C6F-455D-B4E8-345EECC5318C	Status: Completed
Subject: Complete with Docusign: Ordinance 19898.docx, Ordinance 19898 Attachment A.pdf, Ordinance 19898...	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 7	Initials: 0
Certificate Pages: 5	Envelope Originator: Cherie Camp
AutoNav: Enabled	401 5TH AVE
Envelopeld Stamping: Enabled	SEATTLE, WA 98104
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

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Signer Events

Girmay Zahilay
girmay.zahilay@kingcounty.gov
Security Level: Email, Account Authentication (None)

Signature

Signed by:

1AEA3C5077F8485...
Signature Adoption: Pre-selected Style
Using IP Address: 71.227.166.164


Timestamp

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Signed: 3/5/2025 4:40:54 PM

Electronic Record and Signature Disclosure:

Accepted: 3/5/2025 4:40:46 PM
ID: 05fcf9fd-52e3-4a87-b902-85f301e951c2

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

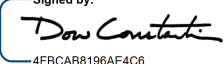
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Signed: 3/5/2025 5:08:05 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

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

Signed by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 75.172.31.78

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Viewed: 3/7/2025 12:07:17 PM
Signed: 3/7/2025 12:08:24 PM

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler akessler@kingcounty.gov Executive Legislative Coordinator & Public Records Officer King County 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: 3/5/2025 5:08:07 PM Viewed: 3/6/2025 9:38:33 AM
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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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Certified Delivered	Security Checked	3/7/2025 12:07:17 PM
Signing Complete	Security Checked	3/7/2025 12:08:24 PM
Completed	Security Checked	3/7/2025 12:08:24 PM

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

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

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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>.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- 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.