



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19897

Proposed No. 2025-0082.1

Sponsors Zahilay

1 AN ORDINANCE approving and adopting the memoranda
 2 of agreement negotiated by and between King County and
 3 the King County Juvenile Detention Guild, representing
 4 employees in the juvenile division of the department of
 5 adult and juvenile detention and establishing the effective
 6 date of the agreement.

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 King County Juvenile Detention Guild, representing employees in the
 10 juvenile division of the department of adult and juvenile detention, which are Attachment
 11 A and Attachment B to this ordinance, are hereby approved and adopted by this reference
 12 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 King County Juvenile Detention Guild and department of adult and juvenile detention
 16 payroll and based on the date payroll can implement the agreement and may become part
 17 of the collective bargaining agreement if not terminated in 2025, and for the agreement
 18 for declined mandatory overtime protocol upon written notice by the county to King
 19 County Juvenile Detention Guild and department of adult and juvenile detention payroll

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

Ordinance 19897 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 King County Juvenile Detention Guild Juvenile Detention Officers [297-Q5], 297U0624, B. Memorandum of Agreement By and Between King County and the King County Juvenile Detention Guild Juvenile Detention Officers [297-Q5], 297U0724

**Memorandum of Agreement
By and Between
King County
and the
King County Juvenile Detention Guild
Juvenile Detention Officers
[297/Q5]**

SUBJECT: JDO DECLINED MANDATORY OVERTIME PROTOCOL

Background.

- I. The King County Juvenile Detention Guild (Guild) 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 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 provided by Juvenile Detention Officers (JDOs) represented by the Guild. Sufficient JDO 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 JDOs is necessary given current JDO staffing needs at the CCFJC, and the department's need to ensure these objectives are met. The purpose of this Agreement is to support a potential balance of interests between the organizational need for mandatory overtime to be occasionally worked by JDOs to ensure continuity of essential services while also supporting the health and welfare of JDOs that provide those essential services in the CCFJC.

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. 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.
3. **MANDATORY OVERTIME PASS AND LIST.** An employee that declines mandatory overtime will remain at the top of the mandatory overtime list.

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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 their annual mandatory overtime passes 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, an employee that works their regular 40-hour workweek and declines one eight-hour mandatory overtime assignment will be paid 48-hours at straight time in the workweek and shall have eight hours of paid sick leave deducted from their leave accruals. Employees shall not be eligible to accrue any additional paid leave by the terms of this Agreement.
6. **VERIFICATION.** If an employee uses sick leave to cover an absence for a declined mandatory overtime shift for more than five consecutive days, the employee must provide verification that the use of paid sick leave was for an authorized purpose under RCW 49.46.
7. **MANDATORY OVERTIME PASSES.** While this MOA is in effect, the County and Guild agree Section 9.10(B) Mandatory Overtime Passes shall be modified such that two (2) mandatory overtime passes (instead of one pass) will be available for use each calendar year while this MOA is in effect.
8. **MANDATORY LIMIT.** While this MOA is in effect, a JDO will not be mandated to work on three or more consecutive calendar days, unless a supervisor/manager deems an emergency requires all available staff and additional mandatory overtime is necessary.
9. All terms are only intended to apply to employees in the JDO job classification while working in that classification.
10. **EFFECTIVE DATE.** This MOA shall go into effect with one pay period advance notice by the County to the Guild.
11. **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 or the Guild, at any time prior to June 30, 2025, with (30) calendar days' advance notice to the Guild or the County. If the MOA is terminated by either party, 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 shall not result in rescinding any management actions (e.g.,

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counseling, discipline, or payments and accrual deduction for paid sick leave) taken while the MOA is in effect.

After June 30, 2025, the terms will be considered part of the collective bargaining agreement and subject to bargaining to modify or terminate its terms.

For the King County Juvenile Detention Guild:

Signed by:

Jason Smith

1/3/2025

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Jason Smith, President (KCJDG)

Date

For King County:

DocuSigned by:

Andre Chevalier

12/31/2024

7231D68CAAF4EF...
Andre Chevalier
Senior Labor Negotiator
Office of Labor Relations
King County Executive Office

Date

DocuSigned by:

Jeneva M Cotton

12/27/2024

E9501723E0A24A2...
Jeneva Cotton
Division Director Juvenile Detention, DAJD

Date

DocuSigned by:

Cheryl Macoleni

12/27/2024

E3CB5A5E809D44B...
Cheryl Macoleni
Human Resources Manager, DAJD

Date

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**Memorandum of Agreement
By and Between
King County
and the
King County Juvenile Detention Guild
Juvenile Detention Officers
[297/Q5]**

**SUBJECT: JDO TEMPORARY “MANDATORY” AND “VOLUNTARY” OVERTIME
(2x) PAY INCENTIVES**

Background.

- I. The King County Juvenile Detention Guild (Guild) 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 (JDOs) represented by the Guild. This is necessary to ensure the safety and welfare of youth detained in the facility and for staff and volunteers that work at the CCFJC. At current staffing levels of JDOs and the number of youth detained at the CCFJC, overtime work performed by JDOs is necessary to ensure the staffing and operations objectives are met. The purpose of this Agreement is to continue to provide a temporary pay incentive to further encourage overtime work is voluntarily performed by JDOs 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 Agreement.

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 9.5 that is at least two consecutive hours or more, the employee shall instead be paid (2x) their normal rate of pay (inclusive of Education and FTO premiums if applicable) for the time they are required to work mandatory overtime hours. This premium shall apply only to mandatory overtime to work posts in detention operations related to the direct custody and control of detainees or while performing escorting functions.

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).

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3. Per the CBA, if an employee is mandatoried 30-minutes or more, they shall be credited as having worked mandatory overtime and their name will be placed at the bottom of the reverse seniority mandatory overtime list.
4. Per the CBA, employees may request compensatory time for mandatory overtime at the enhanced rate (2x).
5. All terms are only intended to apply to employees in the JDO job classification while working in that classification.
6. 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.
7. The terms of this mandatory (2x) incentive shall be effective upon written notice by the County to the Guild and DAJD Payroll with an effective date. The effective date of this MOA shall also render the prior (2x) voluntary incentive contained in MOA 297U0622 null and void when the new incentive terms are implemented.

Should this Agreement 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.

8. The mandatory overtime incentive is intended to be a temporary pay incentive to support JDO staffing as determined appropriate by the County. After June 30, 2025, the County reserves the right, in its sole discretion, to modify the workdays/shifts/posts that this enhanced (2x) mandatory overtime pay incentive is available upon email notice to the Guild 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 Guild. Prior to June 30, 2025, the County may not modify or eliminate the mandatory (2x) overtime incentive.

The temporary mandatory overtime (2x) incentive 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 9.5 that is at least two consecutive hours or more, the employee shall instead be entitled to (2x) their rate of pay (inclusive of Education and FTO premiums if applicable) for the voluntary overtime worked per this MOA. This premium shall apply only to voluntary overtime to work

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posts in detention operations related to the direct custody and control of detainees or while performing escorting functions.

- 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.** If an employee volunteers to work a minimum of four consecutive overtime hours, the employee's name will be moved to the bottom of the mandatory overtime list as though they had worked mandatory overtime.
- D.** All terms are only intended to apply to employees in the JDO job classification while working in that classification.
- E.** 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.
- F.** All other CBA provisions recognized past-practices, and procedures regarding voluntary overtime that are not expressly changed in this agreement 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 297U0622) immediately upon implementation by the County. Additionally, this MOA shall serve to extend the existing (2x) voluntary overtime incentive (per MOA 297U0622) until the new terms herein can be implemented by the County.
- G.** The terms of this voluntary (2x) incentive shall be effective upon written notice by the County to the Guild 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 297U0622 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.

- H.** The enhanced voluntary overtime incentive is intended to be a temporary pay incentive to support JDO staffing as determined appropriate by the County. After June 30, 2025, the County reserves the right, in its sole discretion, to modify the workdays/shifts/posts that this enhanced (2x) voluntary overtime pay incentive is offered upon notice to the Guild or to terminate the enhanced voluntary overtime (2x) rate in its entirety at any time with (30) calendar days' advance email notice to the Guild. Prior to June 30, 2025, the County may not modify or eliminate the voluntary (2x) overtime incentive.

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The Voluntary overtime (2x) incentive shall expire no later than January 1, 2026.

For the King County Juvenile Detention Guild:

Signed by:

Jason Smith

E81313485073413...
Jason Smith, President

1/2/2025

Date

For King County:

DocuSigned by:

Andre Chevalier

7231D66CAA4F4EF
Andre Chevalier
Senior Labor Negotiator
Office of Labor Relations
King County Executive Office

12/31/2024

Date

DocuSigned by:

Jeneva M Cotton

E9501723E0A24A2...
Jeneva Cotton
Division Director Juvenile Detention, DAJD

12/31/2024

Date

DocuSigned by:

Cheryl Macoleni

E3CB5A5E809D44B
Cheryl Macoleni
Human Resources Manager, DAJD

12/31/2024

Date

Certificate Of Completion

Envelope Id: E89E0CC0-3B4C-4E21-A959-578BCC99EA3C	Status: Completed
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Source Envelope:	
Document Pages: 2	Signatures: 3
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Cherie.Camp@kingcounty.gov
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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

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Signed: 3/5/2025 4:41:21 PM

Electronic Record and Signature Disclosure:
Accepted: 3/5/2025 4:41:14 PM
ID: 7526e6dd-ec0d-4f25-93a1-db9888ce27a6

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

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Pre-selected Style
Using IP Address: 67.160.85.70

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Signed: 3/5/2025 5:08:32 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 12:05:49 PM
Signed: 3/7/2025 12:06:34 PM

Electronic Record and Signature Disclosure:
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
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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 12:05:49 PM
Signing Complete	Security Checked	3/7/2025 12:06:34 PM
Completed	Security Checked	3/7/2025 12:06:34 PM

Payment Events	Status	Timestamps
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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

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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..

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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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- 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.