

**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) (N3)**

**SUBJECT: Staffing Mission Critical Detention Operations at the Children and Family Justice Center (“CFJC”) – Supervisor Unit**

**BACKGROUND:**

The Department of Adult and Juvenile Detention (the Department) is experiencing an unprecedented challenge to recruitment and retention of corrections staff. Insufficient staffing levels have created challenges for supervisors, operations, and resulted in periodic disruption of youth programming at the Children and Family Justice Center (CFJC). The purpose of this Agreement is to support and stabilize corrections staffing levels at the CFJC by adding incentives designed to retain and recognize our existing supervisory staff equitably, and to support recruitment efforts.

**AGREEMENT:**

**1. 2022 STAFFING AGREEMENT INCENTIVE (\$3,500).**

- A. NON-PROBATIONARY STAFF.** If this Agreement is tentatively agreed upon by the Union by October 10, 2022, and successfully ratified thereafter, a \$3,500 Staffing Agreement Incentive payment will be made to all non-probationary employees with their base classification in the bargaining unit actively employed on December 1, 2022.
- B. PROBATIONARY STAFF.** New employees hired in 2022 who are in probationary status during the month of December 2022 will become eligible to receive this \$3,500 Staffing Agreement Incentive after successful completion of their probationary period. Probationary employees hired after 2022 or who separate prior to completing their probationary period will be ineligible for the Staffing Agreement Incentive.
- C. REHIRSES.** Employees who were separated from employment prior to December 1, 2022, for non-compliance with the County’s COVID-19 Vaccination Mandate, but who are rehired into a bargaining unit position within one (1) year of the effective date of their separation will also be eligible for the Staffing Agreement

Incentive after successful completion of six (6) months of employment from their rehire date.

**3. 2023 RETENTION INCENTIVE (\$4,000):**

**A. AMOUNT.** A \$4,000 Retention Incentive will be paid to *eligible* employee who are employed as of January 1, 2023, and remain employed with the Department through December 1, 2023 (2023 Retention Period) or as described below.

**B. ELIGIBILITY.** To receive the 2023 Retention Incentive, the employee must meet all the following conditions:

- i.** Employee must *not* be in probationary status on December 1, 2023. However, an employee in probationary status on December 1, 2023, will become eligible to receive this Retention Incentive after successful completion of their probationary period and completion of one (1) year of employment in a supervisory position, whichever occurs later.
- ii.** Employee must be employed on January 1, 2023, and remain employed through December 1, 2023, unless the employee is involuntarily separated due to a reduction in force (layoff) or medical separation or promotes (includes work out of class and special duty). An employee hired after January 1, 2023, but during the 2023 calendar year may become eligible for the Retention Incentive as provided in 3(B)i. Employees hired after the 2023 calendar year will be ineligible for the 2023 Retention Incentive.

An employee that separates from County employment for any other reason during the 2023 Retention Period (e.g., termination, quits etc.) will be ineligible to receive the Retention Incentive payment.

**C. PAYMENT DATE.** Retention Incentive will be payable to employee in the pay period that includes December 1, 2023.

**4. VOLUNTARY OVERTIME INCENTIVE (2X RATE):**

**A.** When an employee volunteers to work time that qualifies for overtime at the rate of time-and-one-half (1.5x) their rate of pay under CBA Section 8.2, the employee shall instead be entitled to (2x) their rate of pay (inclusive of Education

and Longevity premiums if applicable) for the time worked under the following conditions described below. 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).

- B.** The employee was on the volunteer overtime list and/or volunteered at least four (4) hours prior to the start of overtime worked except that the volunteer shall qualify if the overtime slot became newly available with less than four hours' notice.
  - C.** This overtime premium not apply to volunteer overtime where the work performed is related to a loan-out or special assignment or work performed at recruitment fairs, meetings or trainings.
  - D.** 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.
  - E.** Per the CBA, employees may request compensatory time for voluntary overtime at the enhanced rate (2x).
  - 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.
  - G.** This provision shall begin at the start of the first roster (shift 1/day shift) of the first pay period after both of the following actions are completed: (1) the County completes necessary payroll system updates to implement, and (2) the Guild provides full agreement via signature on this Agreement. However, should this Agreement not receive budgetary approval or be fully ratified by the King County Council, this Agreement shall be null and void, and the provision of the (2x) pay for voluntary overtime, if already begun, shall immediately end.
  - H.** The provision of overtime at the (2x) rate under this Agreement shall end no later than December 31, 2024. The County also reserves the right, in its sole discretion, to suspend this provision for a duration of time, modify the workdays/shifts that this voluntary overtime pay incentive is offered, or terminate this agreement in its entirety at any time with (30) calendar days' advance notice to the Union.
- 4.** An employee will only be eligible for a maximum of one (1) 2022 Staffing Agreement Incentive and one (1) 2023 Retention Incentive even if the employee changes bargaining units.
  - 5.** All compensation items in this Agreement shall be subject to applicable federal and

state taxes, retirement, and other withholdings.

6. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the collective bargaining agreement.
7. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.
8. This Agreement shall be effective on the date it is fully ratified by both parties or as expressly provided in the Agreement.

**For King County:**

DocuSigned by:

*Andre Chevalier*

10/14/2022

7231D66CAAAF4EF...  
Andre Chevalier  
Senior Labor Negotiator  
Office Labor Relations  
King County Executive Office

**For the Union:**

DocuSigned by:

*Roger P. Moller*

10/14/2022

F05E1BF9CF5440C...  
Roger P. Moller  
Staff Representative  
Washington State Council of County and City  
Employees, Council 2, Local 2084-S

DocuSigned by:

*Adam Hoppis*

10/14/2022

5EA0C725A54B4E9...  
Adam Hoppis, Supervisor and  
Executive Board Representative  
Washington State Council of County and City  
Employees, Council 2, Local 2084-S

---

*Washington State Council of County and City Employees, Council 2, Local 2084-S; Department of Adult & Juvenile Detention (Juvenile Division Supervisors) [276/N3]*