

**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

- 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

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

F05E1BF0CF5A49C1...
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

7231D66CAA4F4EF...
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