

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

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

BACKGROUND:

The Department of Adult and Juvenile Detention (the Department) is experiencing an unprecedented challenge to recruitment and retention of Juvenile Detention Officers (JDOs). Insufficient JDO staffing levels have created challenges for staff, 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 JDO staffing levels at CFJC by attracting new detention staff, retaining and recognizing our existing staff, and providing temporary enhanced compensation rates for JDOs that work voluntary overtime when needed.

AGREEMENT:

1. GENERAL WAGE INCREASES (GWI) 2023 & 2024.

- a. **2023 GWI.** In addition to the 2023 wage increase already provided in Section 20.3 of the CBA (i.e., 3%), the Parties have agreed to increase the base wages of bargaining unit employees by an additional 1%. Therefore, the total 2023 base wage increase will be 4%. The effective date of this change shall be January 1, 2023.
- b. **2024 GWI.** In addition to the 2024 wage increase already provided in Section 20.3 of the CBA (i.e., 3%), the Parties have agreed to increase the base wages of bargaining unit employees by an additional 1%. Therefore, the total 2024 base wage increase will be 4%. The effective date of this change shall be January 1, 2024.

2. STAFFING AGREEMENT INCENTIVE (\$3,500).

- A. NON-PROBATIONARY STAFF.** If this Agreement is tentatively agreed upon by the Guild by September 30, 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 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 (in addition to payment of any hiring incentive, if applicable). Probationary employees hired after 2022 or that separate prior to completing their probationary period will be ineligible for the Staffing Agreement Incentive.
- C. REHIRES.** 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 pursuant to MOA 296&297U0221 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 were employed as of January 1, 2023, and remain employed with the Department through December 1, 2023 (2023 Retention Period).

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

- a.** Employee must *not* be in probationary status on December 1, 2023;
- b.** Employee must *not* be in a New Hire Incentive (3) year retention period on December 1, 2023; and,
- c.** Employee must be employed as 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 that separates 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. JDO 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 9.5, the employee shall instead be entitled to (2x) their rate of pay (inclusive of Education and FTO 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 premium shall apply only to posts in detention operations related to the custody and control of detainees or performing escorting functions where mandatory overtime may be required and shall not apply to volunteer overtime where the work performed is related to a loan-out or special assignment (e.g., work performed at the at recruitment fairs, or in office settings like the policy and procedure position or training functions).
- 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 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 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 Guild.

5. CBA ADDENDUM REGARDING DETENTION SUPERVISOR STAFFING SUPPORT

The Department may assign on-duty Detention Supervisors who are trained in, certified in, and charged with the custody and control of detainees to any post or task required to safely and effectively supervise the youth population and/or relieve JDOs for breaks when the following conditions are met:

- (1) Where the work would normally be performed by a JDO and is necessary for safety and security of youth the Department has exhausted all good faith efforts to fill the work with available JDO's.
- (2) The work to be performed consists of breaking JDO's or escorting/supervising detainees.
- (3) The work is necessary to perform and cannot wait for JDO availability, or it would not be reasonable to wait for JDO availability.
- (4) The Department shall document in RMS notes when a Detention Supervisor provides breaks to JDOs or other significant JDO duties in lieu of a JDO, as well as the reason for the occurrence, which can be reviewed and discussed with the Guild upon request.

The Department acknowledges that JDO work should be filled with regular JDO staff and the above is not intended to replace the need to staff appropriately. Additionally, the Department will continue to make every effort to fill vacancies in JDO positions.

No JDO jobs will be eliminated as a result of JDO Supervisors relieving JDOs for breaks or intermittently escorting/supervising detainees.

6. MODIFICATION TO ARTICLE 16: TEMPORARY EMPLOYEES

The parties agree to the following changes, which will be incorporated into the successor CBA.

ARTICLE 16: TEMPORARY EMPLOYEES

Section 16.1 Definitions: Pursuant to Article 1, Section 1.3, temporary employees (i.e., STT and TLT) are defined in KCC, as amended, and includes the following distinctions:

A. "Short-term temporary employees" (STT) are those who are employed in a temporary position which work less than one thousand forty hours in a calendar year in a work unit in which a forty-hour work week is standard.

B. "Term-limited temporary employees" (TLT) are those who are employed for a period greater than six months, but no more than three years, for purposes such as special projects or backfilling an extended absence.

Section 16.2 The County may hire temporary employees to work in bargaining unit positions. The starting times, work schedules and work location for all temporary employees shall be determined by the County.

A. Temporary employees shall only be used to fill vacant posts or positions, and shall not displace or be prioritized over a permanent employee for purposes of bids on vacant schedules. Temporary staff will not displace a regular employee out of their work schedule bid. Temporary staff may work on call to fill any vacant slot on the schedule or partial work assignments. TLTs may be assigned to any ongoing vacant schedule not already filled by a permanent employee.

B. Temporary employees (STT and TLT) shall be compensated at the appropriate step in Addendum A of the CBA as determined by the King County Contingent Worker Manual (KCCWM), as amended. Temporary employees shall not be eligible for any premium pays, except TLTs shall be eligible for Overtime Pay as provided in Section 9.5, Field Training Officer, Shift Differential, Language Premium, and Education Incentive Pay. Temporary employees will not be eligible for tuition reimbursement.

Section 16.3 No temporary employees shall accrue seniority. Among TLTs, hire dates shall be used in lieu of seniority rank if applicable.

Section 16.4 Short-Term Temporary employees, shall not be eligible to receive insured benefits or paid leaves, except as provided for under KCC 3.12, as amended, and as required by state law.

Section 16.4 Overtime: Short-term temporary employees shall be compensated for overtime only as required by the Fair Labor Standards Act (FLSA). The FLSA work week is defined as Saturday through Friday (i.e., the first moment of Saturday to the last moment of Friday). STT employees shall not be subject to Mandatory Overtime or eligible to accrue Compensatory Time.

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

A. Work Hour Change Request Process and Incentive. JDOs on a 5/4 work schedule may opt to transition from their 5/4 schedule to a (40 hour) workweek schedule, pursuant to CBA Article 9, Section 9.3. The Department will provide an incentive payment, as follows, after the (40) hour work schedule change takes effect to 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 December 31, 2022.** The employee must also sign an agreement stating that they will pay back the \$7,000 incentive if they do not remain employed as a JDO 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 January 1, 2023, and May 31, 2023.** The employee must also sign an agreement stating that they will return the \$5,000 incentive if they do not remain employed as a JDO 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. Pursuant to Article 9, Section 9.3, 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.
8. All bonuses, incentive payments, and other compensation items in this Agreement shall be subject to all applicable federal and state taxes, retirement, and other withholdings.
 9. 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.

10. 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.

11. Except as provided in Paragraph 4.G. above, this Agreement shall be effective on the date it is fully ratified by both parties.

For the King County Juvenile Detention Guild:


DocuSigned by:

E81313485073413...

Jason Smith, President

10/6/2022

Date


DocuSigned by:

27BD002EA2214D9...

Ryan Lufkin, Legal Advisor

10/6/2022

Date

For King County:

DocuSigned by:

7231D66CAA4F4EF...

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

10/6/2022

Date