

**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.

- 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.,

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

5ED9CAEB4E844C0...
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

King County Juvenile Detention Guild – Juvenile Detention Officers [297/Q5]

297U0624

Page **4** of **4**