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 mandatoried 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).

- **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

- 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.

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

For the King County Juvenile Detention Guild:

Signed by:	
Jason Smith	1/2/2025
Jason Smith, President	Date
For King County:	
—DocuSigned by:	
andre Chevalier	12/31/2024
Andre Chevalier	Date
Senior Labor Negotiator	
Office of Labor Relations	
King County Executive Office	
DocuSigned by:	
Jeneva M Cotton	12/31/2024
= E9501723E0424A2 Jeneva Cotton	Date
Division Director Juvenile Detention, DAJD	
—DocuSigned by:	
Cheryl Macoleni	12/31/2024
Cheryl Macoleni	Date
Human Resources Manager, DAJD	