
**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: CORRECTION SUPERVISOR TEMPORARY “MANDATORY” AND
“VOLUNTARY” OVERTIME (2x) PAY INCENTIVES (MOA# 276U0125)**

BACKGROUND

- I.** The Washington State Council of County and City Employees, Council 2, Local 2084-S (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 provided by Juvenile Detention Officers and Corrections Supervisors represented by the Union. Detention staffing is necessary to ensure the safety and welfare of youth detained in the facility and for staff and volunteers that work at the CCFJC. The purpose of this MOA is to continue to provide a temporary pay incentive to further encourage overtime work is voluntarily performed by Corrections Supervisors 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 MOA.

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 8.2 that is at least two consecutive hours or more, the employee shall instead be paid (2x) their normal rate of pay (inclusive of Education, Longevity, and FTO premiums if applicable) as described in this MOA. This overtime premium shall not apply to overtime where the work performed is related to a loan-out or special assignment or work performed at meetings, shift paperwork, scheduling, or trainings.
- 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, employees may request compensatory time for mandatory overtime at the enhanced rate (2x).

4. 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.
5. 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.
6. The terms of this mandatory (2x) incentive shall be effective upon written notice by the County to the Union and DAJD Payroll with an effective date. The effective date of this MOA shall also render the prior (2x) voluntary incentive contained in MOA 276U0122 null and void when the new incentive terms are implemented.

Should this MOA 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.

7. The mandatory overtime incentive is intended to be a temporary pay incentive to support detention staffing as determined appropriate by the County. The County reserves the right, in its sole discretion, to modify the workdays or shifts or posts that this enhanced (2x) mandatory overtime pay incentive is available upon email notice to the Union 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 Union.

The temporary mandatory overtime (2x) incentive shall expire immediately on August 1, 2025, if the parties have not already reached a tentative agreement on the successor CBA (Appendix 276) or as otherwise agreed, and the MOA 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 8.2 that is at least two consecutive hours or more, the employee shall instead be entitled to (2x) their rate of pay (inclusive of Education Incentive, FTO, Longevity premiums if applicable) for the voluntary overtime worked per this MOA. This overtime premium shall also not apply to overtime where the work performed is related to a loan-out or special assignment or work performed at recruitment fairs, scheduling, shift paperwork, meetings or trainings. Employees performing voluntary overtime must also comply with Section 8.2 (D) of the CBA, which requires preapproval to work overtime by the manager, except in emergent

circumstances. Employees that do not seek preapproval or if an emergent circumstance does not exist as determined by the manager upon review of the information provided by the employee, then the 2x overtime pay rate will not apply to the overtime worked. This determination by the manager shall not be subject to the grievance procedure.

- 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.** 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.
- D.** 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.
- E.** All other CBA provisions recognized past-practices, and procedures regarding voluntary overtime that are not expressly changed in this MOA 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 276U0122) immediately upon implementation by the County. Additionally, this MOA shall serve to extend the existing (2x) voluntary overtime incentive (per MOA276U0122) until the new terms herein can be implemented by the County.
- F.** The terms of this voluntary (2x) incentive shall be effective upon written notice by the County to the Union 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 276U0122 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.

- G.** The enhanced voluntary overtime incentive is intended to be a temporary pay incentive to support JDO staffing as determined appropriate by the County. The County reserves the right, in its sole discretion, to modify the workdays or shifts or posts that this enhanced (2x) voluntary overtime pay incentive is offered upon notice to the Union or to terminate the enhanced voluntary overtime (2x) rate in its entirety at any time with (30) calendar days' advance email notice to the Union.

The Voluntary overtime (2x) incentive shall expire immediately on August 1, 2025, if the parties have not already reached a tentative agreement on the successor CBA (Appendix 276) or as otherwise agreed, and the MOA shall expire no later than January 1, 2026.

For the WCCCE, Council 2, Local 2084-S (276):

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Roger P. Moller

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Roger P. Moller, Staff Representative
WCCCE, Council 2, Local 2084-S

1/13/2025

Date

Signed by:

Adam Hoppis

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Adam Hoppis, Supervisor and Executive
Board Representative

1/13/2025

Date

For King County:

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Andre Chevalier

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Andre Chevalier, Senior Labor Negotiator
Office of Labor Relations

1/13/2025

Date

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Jeneva M Cotton

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Jeneva Cotton
Division Director Juvenile Detention

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Cheryl Macoleni

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DAJD Human Resources Manager

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Date