



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19522

Proposed No. 2022-0431.1

Sponsors Balducci and Dunn

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement negotiated by and between
3 Washington State Council of County and City Employees,
4 Council 2, Local 2084-S (Department of Adult and
5 Juvenile Detention (Juvenile Detention Division
6 Supervisors), representing employees in the department of
7 adult and juvenile detention; and establishing the effective
8 date of the agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The memorandum of agreement negotiated by and between King
11 County and Washington State Council of County and City Employees, Council 2, Local
12 2084-S, representing employees in the department of adult and juvenile detention, which
13 is Attachment A to this ordinance, is hereby approved and adopted by this reference
14 made a part hereof.

Ordinance 19522

15 SECTION 2. Terms and conditions of the agreement shall be effective from
16 October 15th, 2022, through and including December 31, 2024.

Ordinance 19522 was introduced on 10/25/2022 and passed by the Metropolitan King County Council on 11/1/2022, by the following vote:

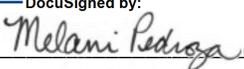
Yes: 8 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry,
McDermott, Upthegrove and Zahilay
Excused: 1 - von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

F8830816F1C4427...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this ____ day of 11/10/2022, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement by and Between King County and the WA State Council of County & City Employees, Council 2, Local 2084-S Dept of Adult & Juvenile Detention (Juvenile Division Supervisors) (N3)

**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) (N3)**

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

BACKGROUND:

The Department of Adult and Juvenile Detention (the Department) is experiencing an unprecedented challenge to recruitment and retention of corrections staff. Insufficient staffing levels have created challenges for supervisors, 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 corrections staffing levels at the CFJC by adding incentives designed to retain and recognize our existing supervisory staff equitably, and to support recruitment efforts.

AGREEMENT:

1. 2022 STAFFING AGREEMENT INCENTIVE (\$3,500).

- A. NON-PROBATIONARY STAFF.** If this Agreement is tentatively agreed upon by the Union by October 10, 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 who are 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. Probationary employees hired after 2022 or who 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 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 are employed as of January 1, 2023, and remain employed with the Department through December 1, 2023 (2023 Retention Period) or as described below.

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

- i.** Employee must *not* be in probationary status on December 1, 2023. However, an employee in probationary status on December 1, 2023, will become eligible to receive this Retention Incentive after successful completion of their probationary period and completion of one (1) year of employment in a supervisory position, whichever occurs later.
- ii.** Employee must be employed 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 hired after January 1, 2023, but during the 2023 calendar year may become eligible for the Retention Incentive as provided in 3(B)i. Employees hired after the 2023 calendar year will be ineligible for the 2023 Retention Incentive.

An employee that separates from 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. 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 8.2, the employee shall instead be entitled to (2x) their rate of pay (inclusive of Education

and Longevity 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 overtime premium not apply to volunteer overtime where the work performed is related to a loan-out or special assignment or work performed at recruitment fairs, meetings or trainings.
 - 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 receive budgetary approval or 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, if already begun, 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 Union.
- 4.** An employee will only be eligible for a maximum of one (1) 2022 Staffing Agreement Incentive and one (1) 2023 Retention Incentive even if the employee changes bargaining units.
- 5.** All compensation items in this Agreement shall be subject to applicable federal and

state taxes, retirement, and other withholdings.

6. 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.
7. 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.
8. This Agreement shall be effective on the date it is fully ratified by both parties or as expressly provided in the Agreement.

For King County:

DocuSigned by:



10/14/2022

7231D66CAAAF4EF...
Andre Chevalier
Senior Labor Negotiator
Office Labor Relations
King County Executive Office

For the Union:

DocuSigned by:



10/14/2022

F05E1BF0CF5440C...
Roger P. Moller
Staff Representative
Washington State Council of County and City
Employees, Council 2, Local 2084-S

DocuSigned by:



10/14/2022

5EA0C725A54B4E9...
Adam Hoppis, Supervisor and
Executive Board Representative
Washington State Council of County and City
Employees, Council 2, Local 2084-S

Washington State Council of County and City Employees, Council 2, Local 2084-S; Department of Adult & Juvenile Detention (Juvenile Division Supervisors) [276/N3]

Certificate Of Completion

Envelope Id: 22577AF128D142C79A9412E489832262	Status: Completed
Subject: Complete with DocuSign: Ordinance 19522.docx, Ordinance 19522 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 4	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

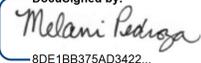
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Electronic Record and Signature Disclosure:
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Melani Pedroza
 melani.pedroza@kingcounty.gov
 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Dow Constantine
 Dow.Constantine@kingcounty.gov
 Security Level: Email, Account Authentication (None)

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/3/2022 7:39:23 AM Viewed: 11/3/2022 8:03:20 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/10/2022 3:31:59 PM
Completed	Security Checked	11/10/2022 3:31:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.