

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 58 of the Master Labor Agreement
Washington State Council of County and City Employees, Council 2, Local 2084-S
Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors)
[276]**

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Washington State Council of County and City Employees, Council 2, Local 2084-S (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.

2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 5

Section 8. Personal Property: Employees whose personal property is damaged during the performance of their duties shall have same repaired or replaced at County expense; provided, that such reimbursement shall not exceed one hundred and fifty (\$150.00) five hundred dollars (\$500.00) per incident paid by DAJD, claims above \$150 will be reviewed by the Deputy Director and submitted pursuant to DAJD policy to County Risk Management for approval and reimbursement as appropriate. Paperwork necessary to process claims covered under this Section will be initiated by the Division within one pay period upon receipt of the claim from the employee.

Article 6

Section 4. Holiday Compensation:

A. Full-time employees who are eligible for holiday pay shall receive time and

one-half (1-1/2) of their the regular rate of pay for all hours worked on a holiday listed in Section 1.A. above. This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8) straight time hours of holiday pay. Employees who do not work the holiday shall either receive an additional day's pay or shall at their option receive a substitute holiday, administered through the vacation leave bank and following all vacation accrual and usage rules, ~~use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash.~~

~~**B.** Part-time employees who are eligible for holiday pay and are assigned to work on a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours worked. In addition to the holiday compensation for actual hours worked, the employees shall receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the employee's regularly scheduled working hours. Employees will not be compensated for holidays falling on days which they are not regularly scheduled to work.~~

Article 10

Section 3.

A. Except as otherwise provided in this Article, employees shall be paid at an overtime rate of time and one-half (1-1/2) of their hourly regular rate of pay for all regular compensated hours worked in excess of their regularly scheduled work week. (Exclusive of the 32 hour work week) ~~(For instance if an employee is regularly scheduled to work thirty-six (36) hours in a week, the employee will receive overtime after thirty-six (36) hours; if an employee is regularly scheduled to work forty (40) hours a week, the employee shall be entitled to overtime after forty (40) hours.)~~ The employer will pay overtime at the FLSA regular rate when required by law. Any prior practices of paying enriched rate overtime shall end effective January 1, 2019.

B. Full time detention employees who work contiguous to ~~beyond~~ their regularly assigned work shift (before or after) shall be paid at the overtime rate for the actual time worked

so long as they have not taken vacation leave during that workday. ~~(For instance an employee regularly works a nine (9) hour day, shall receive overtime after the 9th hour worked in a day; an employee who regularly works a ten (10) hour day shall receive overtime after the tenth (10th) hour worked; so long as they have not taken vacation leave during that work day.)~~

Section 5. An employee may request, and with approval of the Director or designee, may receive compensatory time off (CTO) in lieu of overtime pay. Such time is to be earned at the overtime rate (straight or time and one-half).

Section 5.1 For staff working in positions that must be backfilled when time off is taken, for every two (2) hours of overtime worked, employees may choose to receive up to half of the earned overtime hours as CTO. For all other employees, CTO may be accrued on an hour for hour basis. Employees shall be responsible for the proper submission of Absence Request Forms or revised Absence Request Forms for the use of compensatory time off.

Section 5.2 The maximum amount of CTO that can be accumulated is 80 hours. CTO shall be used in the same manner as vacation leave.

~~**Section 5.3** The use of accrued CTO shall be limited during the months of July, August, December and the last two (2) weeks of November, based on available staffing.~~

Section 5.43 Except for the above limitations, the use of compensatory time off shall be reviewed for approval on a case-by-case basis.

Section 5.54 Employees may request a cash-out of any unused compensatory time off they have accrued at any time before the pay period including December 31st. Any accrued compensatory time off that has not been used or cashed out voluntarily will be cashed out in the pay period including December 31st.

ARTICLE 21: WAGE RATES

Section 1. Pay Ranges: Wage rates for each classification are set forth in Addendum A, and are pursuant to the Total Compensation Coalition Agreement and Master Labor Agreement.

Wage rates for 2018 shall be adjusted by 1.75%, unless the bargaining unit ratifies the Master Labor Agreement, in which case, it will be 3.25% (inclusive of 1.0% per Total

Compensation Coalition Agreement and .5% Coalition Premium per the Master Labor Agreement).

Wage rates for 2019 and 2020 are yet to be determined and will be bargained in the Total Compensation Coalition.

A. Effective January 1, 2019, prior to increasing wage rates by any General Wage Increase (GWI), the parties agree that \$.40/hour will be added to each employee's wage rate/step, in exchange for the elimination of paid meals and coffee in the Division.

Section 4. Education Incentive

A. Effective January 1, 2019, eligible employees (Corrections Supervisors) who have a Bachelor's Degree in a relevant field, based on Division Director's discretion, from an accredited college or university- will have 2% added to base hourly wage.

B. Effective January 1, 2019, eligible employees (Corrections Supervisors) who have a Master's Degree in a relevant field, based on Division Director's discretion, from an accredited college or university- will have 3% added to base hourly wage.

Employees may only receive one educational incentive pay, either Bachelor's or Master's incentive. The incentive rate will be converted to the correct hourly amount based on their range/step. As for all other incentive pays, they shall cease during no-pay periods.

Employees must provide proof of relevant degree to the Division. Employee's any relevant degree in the future will begin receiving the educational incentive benefit beginning the first day of the pay period following providing documentation of proof of relevant degree to the Division.

Section 5

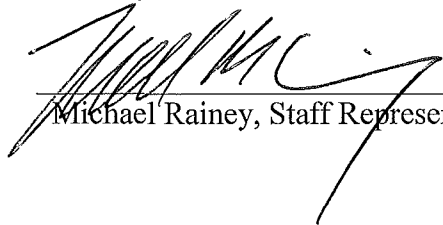
Education and Longevity Incentive pays shall be paid as multiple components of base pay, and as such shall be paid at the appropriate overtime rate when applicable.

Longevity Addendum B

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| After 10 <u>5</u> years of service as a Supervisor | After 15 <u>10</u> years of service as a Supervisor | After 20 <u>15</u> years of service as a Supervisor |
| .54/hr | .81/hr | 1.08/hr |

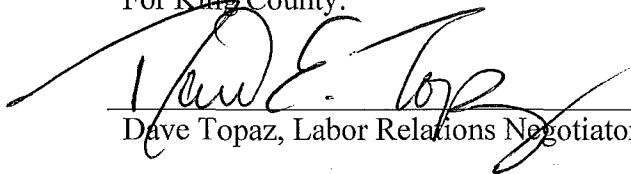
Years of service is measured by an employee's adjusted service date based on date of hire as a Supervisor.

For Washington State Council of County and City
Employees, Council 2, Local 2084-S:



Michael Rainey, Staff Representative

For King County:



Dave Topaz, Labor Relations Negotiator-Senior