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Settlement Agreement
By and Between
King County (the County)
and
King County Corrections Guild (the Guild)

Subject: Overtime Computation Grievance Settlement (King County Grievance # 295_4917, KCCG-2016-009)

Recitals:

1. King County (the County) and the King County Corrections Guild (the Guild) are parties to a Collective Bargaining Agreement (CBA) effective from January 1, 2017, through December 31, 2019. The previous CBA was effective January 1, 2013, through December 31, 2016.

2. On December 23, 2016, the Guild initiated a grievance asserting that the County had violated Article 9, Section 2 of the CBA by computing overtime payments incorrectly. The Guild's position was that the intent of the language was to pay non-FLSA-eligible contractual overtime using the FLSA regular rate calculation.

3. On June 6, 2018, the County denied the grievance, and the Guild escalated the grievance to arbitration. Prior to an arbitration hearing, King County and the Guild resolved the grievance via this Settlement Agreement.

Agreements:

The parties have met and discussed the grievance, and have agreed to the following:

1. King County shall:

a. Agree to pay the total sum of $8,000 per month, inclusive of taxes and retirement payments, representing a sum of back-pay owed to employees for contract overtime in relation to the Guild's December 2016 grievance, to said employees in a manner that is mutually agreeable and is not unduly burdensome to determine or distribute by the County. The monthly payment shall begin for the month of December 2016 and is payable for each month thereafter and until such time that provisions "b" and "c" below are implemented by the County following adoption of this Agreement by King County Council Ordinance.

b. In Addendum A – Longevity Incentive Pay – modify:

(1) Increase the top step premium by 0.25%.

c. In Article 8, Section 6 – Firearms Qualified Premium – modify:

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(1) Increase the premium by 0.33%.

d. The County shall pay any and all of Richard Ahearn's costs related to the March 2, 2020 arbitration.

2. The Guild shall agree to immediately suspend all grievance proceedings regarding contractual overtime and to retain the arbitrators' jurisdiction only until such time as the terms of the Settlement Agreement are satisfactorily met. The arbitrators' jurisdiction shall be limited to enforcement of the Settlement Agreement. The Guild acknowledges that when the Agreement has been implemented, the County will have provided the remedies sought in the December 23, 2016 grievance, and that all elements of the grievance will be resolved.

3. The Guild and the County agree to the following:

a. Add the following definitions to the Article 9 of the Collective Bargaining Agreement (CBA), which shall also apply to this Agreement: Base Rate – An employee's hourly wage as listed under Addendum A and based on current step, excluding any and all premium pays or other wage modifiers. Regular Rate – That rate required under the FLSA when computing FLSA-qualified overtime. Contract overtime – Overtime required under the terms of the collective bargaining agreement but not required under the FLSA. FLSA overtime – Overtime required under the FLSA whether or not required under the collective bargaining agreement.

b. Agree to modify Article 9, Section 2 as follows:

> **Section 2: Payment Rates.** For contract overtime, Officers and Sergeants shall be paid at the rate of time-and-one-half (1.5 ~~1/2 X~~) their ~~regular~~ base rate for all hours worked in excess of their regularly scheduled shift, inclusive of a one-half (1/2) hour lunch period, or when working on a furlough day~~, or forty (40) hours and fifty (50) minutes per week consistent with the other provisions of this Article. The "regular rate" shall be that rate required by the Fair Labor Standards Act, regardless of any prior practice of the Employer. It is recognized that the County may not be able to implement this change immediately, but it shall be permitted to do so when ready, provided that it gives the Guild thirty (30) days' written notice before implementation~~. For FLSA overtime, Officers and Sergeants shall be paid their hours worked, plus .5 the FLSA rate (also known as the regular rate). FLSA overtime compensation shall include all remuneration required under the FLSA which includes, but is not limited to, the base rate, firearms qualification, educational incentive, language translation, FTO, work in higher classifications, and longevity compensation provided for under the CBA.
>
> Wherever the collective bargaining agreement calls for any multiplier of pay it shall be paid using the employee's base rate unless the article specifically states otherwise or the FLSA requires a higher method of compensation.

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4. The County and the Guild agree that the above CBA changes for Addendum A, Longevity, Article 8, Section 6, Firearms Qualification Pay, and Article 9, Section 2, Overtime are part of a grievance resolution and shall not be modified, removed, altered or in any way bargained against during the pending successor CBA bargaining. However, these provisions will be eligible for bargaining upon termination of the next successor CBA and all others thereafter. Consequently, these provisions remain unalterable during the current effective CBA in hiatus and the eventual successor CBA and may not be used as justification to offset during negotiations for said successor CBA currently under negotiations.

5. The Guild shall agree to withdraw its proposal in current successor bargaining related to Article 8 – Section 6 Firearms Premium that requests an increase in Firearms Premium to 5%. All other Guild and County proposals remain on offer or counteroffer, including the County's proposal not to count sick leave toward the hours worked for calculating FLSA overtime.

6. The County and the Guild both acknowledge that the PeopleSoft payroll system cannot generate regular rate payments for work weeks of less than 40 hours. The parties acknowledge that was unknown when they entered into the stipulation on January 22, 2015.

7. The County will withdraw its prior denial of the above entitled grievance and grant the Guild's grievance, and in so doing shall acknowledge that the Department had not complied with terms of the CBA that required paying non-FLSA-eligible contract overtime using the FLSA regular rate methodology.

8. The County and the Guild acknowledge that going forward they will use the term "base rate" or "regular rate" throughout the CBA consistent with this Agreement. If the parties are referring to the FLSA regular rate they will identify it as FLSA regular rate. If the parties are referring to FLSA overtime, they will use the term FLSA overtime. If the parties are referring to contract overtime or other non-FLSA multipliers of pay, they understand that they are referring to overtime or premiums that do not require FLSA regular rate calculations. The parties agree to meet and, in good faith, make such technical adjustments to the language of the CBA to clarify any further language issues of the CBA on this point.

9. This agreement represents the entire agreement and understanding of the parties. This Settlement Agreement does not purport to waive, extinguish or otherwise make moot any other claim, by individual employees or the Guild, other than the above entitled grievance; provided that if individuals seek additional compensation related to contractual overtime for the period of time covered by this Agreement, the County is entitled to use the payments made to employees under this Agreement as an offset. This agreement is contractual and not mere recital.

10. If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable.

11. This Agreement does not constitute a practice or precedent.

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12. Any dispute arising under this Agreement will be resolved through arbitration in Seattle, Washington by Arbitrator Richard Ahearn. This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

13. Any signature received by facsimile or PDF 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.

14. This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the Metropolitan King County Council and the King County Executive.

For the King County Corrections Guild:

DocuSigned by:
Dennis Folk
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4/16/2020

Dennis Folk, President — Date

For the King County Corrections Guild:

DocuSigned by:
Ryan Lufkin
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4/16/2020

Ryan Lufkin, Legal Advisor — Date

For King County:

DocuSigned by:
Diana Watkins
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4/16/2020

Diana Watkins, Labor Relations Negotiator — Date
Office of Labor Relations, King County Executive Office

For King County:

DocuSigned by:
Susan Slonecker
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4/16/2020

Susan Slonecker — Date
Senior Deputy Prosecuting Attorney
King County Prosecuting Attorney's Office