

Memorandum of Understanding  
By and Between  
Thurston County,  
Thurston County Juvenile and Family Court,  
And  
OPEIU Local 8, Juvenile Detention Officers

RE: Non-Emergency Temporary Shift Changes

Due to staffing shortages and other considerations, it is occasionally necessary to ask a Juvenile Detention Officer to voluntarily accept a temporary shift change with short notice. In order to incentivize employees to volunteer for these schedule changes, the parties have reached the following agreement:

Agreement

1. For the purposes of this Agreement, a temporary shift change is defined as a change in the starting and ending times to a regularly scheduled shift which does not result in an increase to the overall hours worked during the FLSA cycle defined in Article 5 of the current collective bargaining agreement.

For example, an employee whose regularly scheduled shift is 0530-1730 and agrees to instead work from 0830-2030, will be covered by this agreement.

2. Temporary shift changes do not necessarily result in additional hours being worked in excess of the regularly scheduled shift (the same number of hours are worked during the FLSA cycle as would have been the case without the temporary shift change). As a result, temporary schedule changes often do not result in overtime under the definition in Article 5.2 of the current collective bargaining agreement.
3. Effective March 1, 2022, in recognition that working a temporary shift change helps the Employer meet coverage needs and reduce coverage costs, any employee who volunteers to a temporary shift change will be paid at the overtime rate for any hours on the temporary shift that fall outside the employee's regularly scheduled hours.

In the example above, the employee whose regularly scheduled shift is 0530-1730 who volunteers to work from 0830-2030, will be paid at the overtime rate for the hours between 1730-2030.

4. Non-voluntary emergency temporary shift changes (any mandatory shift change with less than 2-weeks' notice) may also result in overtime pay, but only to the extent provided in the existing provisions of Article 5.2, namely, total hours worked must be in excess of those worked on the regularly scheduled shift.

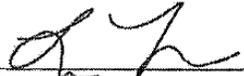
This agreement is effective March 1, 2022 and will expire upon expiration of the current collective bargaining agreement, unless mutually negotiated into its successor.

By their signatures below, the parties acknowledge their acceptance and understanding of this Agreement:

**OPEIU LOCAL 8:**

SIGNED FOR THE UNION:

  
\_\_\_\_\_  
John Adams, Shop Steward

  
\_\_\_\_\_  
OPEIU Union Representative

**THURSTON COUNTY  
FAMILY AND JUVENILE COURT**

SIGNED FOR THE COURT:

  
\_\_\_\_\_  
F.J.C. Chief Judge

  
\_\_\_\_\_  
Juvenile Court Administrator

**THURSTON COUNTY**

SIGNED FOR THE COUNTY:

  
\_\_\_\_\_  
Human Resources Director

  
\_\_\_\_\_  
Labor Relations Negotiator