

**Memorandum of Agreement
By and Between
King County
and
King County Corrections Guild
Department of Adult and Juvenile Detention
[295/Q2]**

SUBJECT: 2025 Extension of Staffing Mission Critical Operations in the County Jails

Background

1. King County (the County) and the King County Corrections Guild (the Guild) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2022, through December 31, 2024. The Guild represents both Corrections Officers (COs) and Corrections Sergeants (Sergeants) working in the Department of Adult and Juvenile Detention (the Department). The Parties have agreed to the terms of a contract extension through December 31, 2025.

2. Due to an abnormally high vacancy rate the County has faced significant and unprecedented challenges in maintaining basic essential jail operations and services, even after utilizing all available employees for voluntary and mandatory overtime. They have also led to very high rates of mandatory overtime that have negatively impacted portions of the workforce. As a result, the Parties executed MOA 295U1122, which provided, among other things, a change in the way that overtime is paid. This MOA is scheduled to expire on December 31, 2024, along with the Collective Bargaining Agreement. The Parties have subsequently agreed that MOA 295U1122 shall remain in effect though the pay period that ends January 3, 2025.

Agreements

1. Effective January 4, 2025, beginning at the start of the first roster (Shift 1/Day Shift), all contractual overtime pay shall be at the rate of 2.0x the Base Rate of pay for the time worked, regardless of whether the overtime is voluntary or mandatory under the following conditions:

A) If an employee volunteers to work a minimum of four consecutive overtime hours the employee's name will move to the bottom of the mandatory overtime list as though they had worked mandatory overtime. However, Section 10.11.C shall not apply while this 2.0x rate provision is in effect, and employees shall receive no additional benefit for volunteering as an extension of their last shift prior to their furlough days.

B) Per the CBA, employees may request compensatory time to be earned at the appropriate rate, including the new 2.0x rate authorized under this MOA, however nothing herein will alter any terms related to the earning or use of compensatory time, including the maximum annual cap.

C) All other CBA provisions, recognized past-practices, and procedures regarding voluntary overtime that are not expressly changed in this agreement or the CBA shall continue to apply.

D) This provision shall begin on January 4, 2025, at the start of the first roster (Shift 1/Day Shift) in the first FLSA workweek (as defined under CBA Article 9, Section 9.16) following notice to the County of ratification of the successor CBA by the bargaining unit.

E) Nothing herein shall alter the terms or payment of overtime as required by the Fair Labor Standards Act.

F) The provision of overtime at the 2.0x rate under this Agreement shall end no later than the last day of the pay period that contains December 31, 2025, regardless of whether the Parties have completed bargaining or ratification of a successor CBA beginning in 2025. In addition, the provision of overtime at the 2.0x rate under this Agreement may permanently sunset at the sole discretion of the County prior to December 31, 2025 if the County maintains 473 filled CO FTE positions for a period of ninety (90) calendar days.

2. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the Parties using the grievance procedures of the CBA.

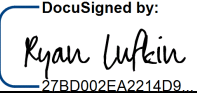
3. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

4. This Memorandum of Agreement shall be effective on January 4, 2025. Should this Agreement or the successor 2025 CBA not be fully ratified by the King County Council, this Agreement shall be null and void and will not be implemented.

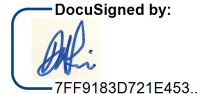
5. This Agreement will expire on the last day of the pay period that contains December 31, 2025, regardless of the disposition of negotiations for a successor Collective Bargaining Agreement. Upon the expiration of this Memorandum of Agreement, its provisions, including but not limited to the overtime rates of pay, will immediately revert to those specified in the expiring CBA.

For the King County Corrections Guild:

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Dennis Folk President	Date

 <small>27BD002EA2214D9...</small>	6/27/2024
Ryan Lufkin Legal Advisor	Date

For King County:

 <small>7FF9183D721E453...</small>	6/28/2024
David S. Levin, Senior Labor Negotiator Office of Labor Relations, King County Executive Office	Date

