

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

**SUBJECT: Sergeant Support of Corrections Officers Posts (Extension of MOA 295U1322)**

**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 are currently in the process of ratifying a tentative agreement on a successor CBA for the period of January 1, 2025, 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.

3. On September 29, 2021, the Parties entered into an MOA (295U0321-2) which provided for ways in which Sergeants could work in support of CO functions. The Parties' Agreement was modified and renewed on February 3, 2022 (MOA 295U0322), on May 20, 2022 (MOA 295U0722), and on August 11, 2022 (MOA 295U1322).

4. In the course of bargaining a successor CBA, the Parties reviewed these prior MOAs, and enter into this one-time Agreement as part of their overall tentative agreement to conclude bargaining.

**Agreements**

1. The Department will continue to have the discretion to assign available on-duty sergeants to cover escorting functions on construction projects being performed by non-FMD employees, which are typically performed by COs, when the shift has (or would otherwise have) mandatory overtime for COs.

2. Sergeants may voluntarily sign up for overtime to work any vacant CO posts when 1) no COs have volunteered for the overtime, and 2) it would otherwise cause MOT for a CO. Sergeants shall not have preference on post assignment over COs, or the ability to choose their own post. All post assignments shall be determined by the Shift Commander.

3. The Department shall not assign Sergeants to a CO post if there remain available CO volunteers on overtime to perform the work.

4. The Parties agree that the intent is to reduce MOT, and the Department shall not assign a Sergeant to a CO post when it has knowledge at the time that doing so would, in-of-itself, create additional MOT for COs (e.g., by requiring COs to backfill Sergeants on MOT).

5. Upon request, the Department shall forward to the Guild a copy of the roster where Sergeants have covered CO posts.

6. This Agreement shall not establish a practice or precedent in any way.

7. In addition to the applicable collective bargaining agreements, this MOA is the full and final agreement of the parties related to the subject of Sergeants covering CO posts.

8. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the applicable collective bargaining agreement.

9. This Agreement is dependent on the Guild's bargaining unit and the King County Council ratifying the tentative agreement for a successor CBA that was reached by the Parties. The provisions of this Agreement shall begin following notice to the County of ratification of the successor CBA by the bargaining unit. However, should this Agreement or the successor CBA not be ratified by the King County Council, this Agreement and the successor CBA shall be null and void, and the provisions of this Agreement shall immediately end.

10. This Agreement shall expire no later than December 31, 2025, regardless of whether the Parties have completed bargaining or ratification of a successor CBA beginning in 2026. In addition, this Agreement shall permanently sunset prior to December 31, 2025 if the 2.0x overtime rate that is in effect under MOA 295U0524 is also permanently sunset under the terms of that agreement.

11. This Agreement is effective upon signature by all parties. 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.

For the King County Corrections Guild:


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*Dennis Folk*  
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6/27/2024

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Dennis Folk  
President

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Date

For the King County Corrections Guild:

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6/27/2024


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Ryan Lufkin  
Legal Advisor

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Date

For King County:

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6/28/2024

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David S. Levin  
Senior Labor Negotiator  
Office of Labor Relations  
King County Executive Office

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Date