

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

Subject: Amendments to current Collective Bargaining Agreement; extension of contract term through December 31, 2025; end of specific practices

Background:

1. King County (the “County”) and the King County Corrections Guild (the “Guild”) are parties to a Collective Bargaining Agreement (CBA), coded 295C0122, which is effective January 1, 2022, though December 31, 2024 (hereinafter referred to as the “Expiring CBA”).
2. The Parties have agreed to adopt several new terms that will take effect in 2024, before the Expiring CBA expires. The Parties have also negotiated an extension of the contract term through December 31, 2025, making some changes.
3. This Memorandum of Agreement (MOA) establishes the mechanism by which the Expiring CBA will be voided for the remainder of its term and replaced with a new CBA containing new terms that will run through December 31, 2025. This MOA also addresses certain transitional elements and ends specified past practices that have not been memorialized in prior CBAs.

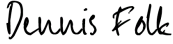
Agreement:

1. This MOA shall be subject to approval by ordinance of the Metropolitan King County Council and will be effective on the first day of the first full pay period following the effective date of the ordinance, which is 10 calendar days following the King County Executive’s approval signature on the ordinance. This date shall be referred to as the Effective Date.
2. On the Effective Date, the Expiring CBA (295C0122) shall be nullified and replaced with the new CBA (295C0124).
3. Transition to a new step progression system.
 - a. The new CBA eliminates the entry-level “Start” step for Corrections Officers and changes to a 6-step progression system. For the sole purpose of transitioning from the step progressions system in the Expiring CBA to the new CBA, the Parties have negotiated the following terms: As a transitional step to the new

- wage progression system, all Corrections Officers who are currently on the step called “Start” on the Expiring CBA’s wage system shall, on a prospective basis on or shortly following the Effective Date, be moved to what is now called Step 1 in the new CBA (formerly the step called “12 Months”). These employees will be moved to new Step 2 upon successful completion of probation.
- b. After the effective date of the new CBA, all new employees will be hired at the new Step 1, unless they are started at a higher step due to lateral experience, at the sole discretion of the County.
4. Elimination of certain past practices.
 - a. Currently a practice exists where employees are allowed to cover disciplinary suspensions with accrued leave. The County has found no record of this practice being memorialized in any written policies or contract language. The Parties hereby disavow this past practice. On a going forward basis, employees must serve disciplinary suspensions on an unpaid basis.
 - b. On March 10, 2000, Steve Thompson, the Interim Director of DAJD, and Karen Caldwell, the then-President of the Guild, signed a Memorandum of Understanding concerning the process and handling of discipline for sustained allegations of misconduct as a result of alcohol-related offenses including DUI arrests and convictions. While this MOU was never re-executed by the parties after 2000, the Parties have treated it as if it remained a binding document. Immediately upon the Effective Date of this Agreement, the 2000 Memorandum of Agreement shall sunset and shall no longer serve as a binding agreement or a memorialization of practice. On a going forward basis, the principles of just cause shall apply and employee discipline for DUI arrests and convictions will be handled consistent with other criminal activity by employees. Specifically, there will no longer be a “first time” pass, a presumption that a 5-day suspension is an appropriate level of discipline, or an abeyance of the suspension. Discipline that was issued under the terms of the 2000 MOU will not be considered as disciplinary comparables on a going forward basis.
 5. Memorandum of Agreement concerning Staffing Mission Critical Operations in the County Jails. As part of the Expiring CBA, the Parties executed a Memorandum of Agreement (295U1122) and appended it to the Expiring CBA as Attachment 2. The Parties agree that MOA 295U1122 shall remain in effect through the pay period that ends January 3, 2025. The Parties have also executed a new Memorandum of Agreement to replace the expiring MOA 295U1122. This new MOA, coded 295U0524, entitled “2025 Extension of Staffing Mission Critical Operations in the County Jails” shall take effect on January 4, 2025, beginning at the start of the first roster (Shift 1/Day Shift), and shall expire on December 31, 2025.
 6. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the Parties using the grievance procedures of the new CBA.
 7. 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.
 8. This Agreement shall be effective on the date it is fully ratified by both parties, inclusive of ratification by the King County Council as described above. Should this Agreement or

the successor 2025 CBA not be fully ratified by the King County Council, this Agreement and the successor CBA shall be null and void and will not be implemented.

For the King County Corrections Guild:


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6/27/2024

Dennis Folk
President

Date

For the King County Corrections Guild:

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6/27/2024

Ryan Lufkin
Legal Advisor

Date

For King County:

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6/28/2024

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

Date