

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

SUBJECT: Temporary Increase to Voluntary Overtime Payment Rate

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, 2020, through December 31, 2021. 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 bargaining a successor agreement.

2. Due to an abnormally high vacancy rate, and impacts from the COVID-19 pandemic, a high amount of overtime is required to ensure continued operations. The County has an interest in encouraging more voluntary coverage of overtime slots from a larger number of employees in order to reduce the impacts of unplanned mandatory overtime on a smaller group of employees.

3. The County has approached the Guild to propose a temporary increase in the payment rate for voluntary overtime. The Parties have discussed, and agree to the following terms.

Agreements

1. When 1) an employee in the bargaining unit works time that qualifies for an overtime payment rate of time-and-one-half (1.5) their Base Rate under CBA Article 9, Section 9.2, and 2) the employee has volunteered to work the overtime (i.e. was not assigned to mandatory overtime), then the following shall apply:

A) The employee shall be entitled to 2.5x their Base Rate of pay for the time worked, instead of 1.5x as provided under Article 9, Section 9.2.

B) The employee shall drop to the bottom to the mandatory overtime (MOT) list in order of seniority. The overtime worked will not count as MOT for any purpose; the intent is only that employees who volunteer will also receive credit on the mandatory overtime as if they had worked MOT.

C) All other CBA provisions, recognized past-practices and procedures regarding voluntary overtime shall continue to apply.

2. This Agreement is intended to promote coverage of posts in jail operations related to the custody and control of inmates where MOT may be required, and shall not apply to volunteer overtime where the work performed is related to a loan-out or special assignment (e.g. work performed at the Washington State Criminal Justice Training Center, at recruitment fairs, or in office settings like the Internal Investigations or Training Unit).

3. Nothing herein shall alter the terms of the CBA, payment rates, or current recognized past-practices or procedures for when an employee is assigned to mandatory overtime.

4. Per article 9, Section 9.17 of the CBA, employees may request compensatory time to be earned at the appropriate rate, including the new 2.5x rate authorized under this MOA, however nothing herein will alter any terms of Article 9, Section 9.17.

5. This Agreement shall not establish a practice or precedent in any way (e.g. does not establish a status quo).

6. In addition to the applicable collective bargaining agreements, this MOA is the full and final agreement of the Parties related to the subject of the temporary increase in payment rates when working voluntary overtime.


7. 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.

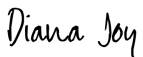
8. This Agreement shall become effective at the start of the first roster (Shift 1/Day Shift) in the first FLSA workweek (as defined under CBA Article 9, Section 9.16) following the date of final signature by all Parties, below. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

9. This Agreement shall be effective for a minimum of sixty (60) calendar days, after which time it will be terminated at the County’s sole discretion at any time, for any reason. This Agreement shall expire no later than the last day of the last FLSA workweek (as defined by CBA Article 9, Section 9.16) that completes prior to December 31, 2022.

For the King County Corrections Guild:

DocuSigned by: 	1/14/2022
Dennis Folk President	Date

DocuSigned by: 	1/14/2022
Ryan Lufkin Legal Advisor	Date

For King County: DocuSigned by: 	1/14/2022
Diana Joy, Labor Relations Negotiator Office of Labor Relations, King County Executive Office	Date

Certificate Of Completion

Envelope Id: 2D61255921024FB69DD511EA00EEB70D	Status: Completed
Subject: Please DocuSign: 295U0122 Temporary Increase to Voluntary OT Payment Rate.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Diana Joy
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	Diana.Watkins@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Diana Joy	Location: DocuSign
1/14/2022 12:54:13 PM	Diana.Watkins@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-King County Executive	Location: DocuSign
	Office-Office of Labor Relations	

Signer Events

Ryan Lufkin
 ryan@pslglawyers.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signed: 1/14/2022 3:41:55 PM

Electronic Record and Signature Disclosure:

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Dennis Folk
 dennis.folk@kccguild.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

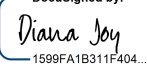
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Electronic Record and Signature Disclosure:

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Diana Joy
 diana.watkins@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department-OLR
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrea Larson andlarson@kingcounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 1/14/2022 3:57:07 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	1/14/2022 3:57:07 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.