

Memorandum of Understanding
By and Between
King County
and the
King County Police Officers Guild
Regarding
Alternative Work Schedules in the King County Sheriff's Office
4/10 SCHEDULES

King County, represented by Deborah Bellam, and King County Police Officers Guild, (KCPOG) represented by Steve Eggert, have discussed the issue of trial alternative work schedules at the King County Sheriff's Office (KCSO) and a 4/10 option for KCSO employees. The collective bargaining agreement between the parties allows the parties to agree to alternative work schedules. With that in mind, the parties agree to the following.

Agreement

The KCSO and KCPOG may place an employee or group of employees on a 4/10 work schedule (working 4, 10 hour days) for some period of time not to exceed the duration of the current collective bargaining agreement (cba), 12/31/12, when the KCSO and KCPOG agree that it is mutually beneficial and operationally prudent to do so, as long as each of the following conditions are met:

1. Any such schedule change will be effective on a date determined in writing by KCSO for the duration determined in writing by KCSO not to exceed the duration of the current cba expiring 12/31/12.
2. Personnel assigned to work a 4/10 schedule shall work four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off, for a forty (40) hour week on an annualized basis. The KCSO shall notify employees of their precise work schedules and furlough days while on the 4/10 schedule.

3. Employees working the 4/10 schedule shall observe the same paid holidays as described in Article 3, Section 1 of the applicable collective bargaining agreement. Employees shall not receive the two (2) personal holidays as described in subsection (a) of the same Article and Section. Employees transferred to or from this scheduling during the course of the year shall receive the personal holidays pro-rated.

4. Employees working the traditional 4/10 schedule, that are not normally scheduled to work holidays, with Thursday, Friday and Saturday as days off shall observe the Wednesday before as a paid holiday when the holiday is on a Thursday or Friday, and shall observe the Sunday after as a paid holiday when the holiday is on a Saturday. Work performed on the day of observance shall be at one and one-half times the regular rate of pay in addition to the holiday pay.

5. Employees working the traditional 4/10 schedule, that are not normally scheduled to work on holidays, with Sunday, Monday and Tuesday as days off shall observe the Saturday before as a paid holiday when the holiday is on a Sunday, and shall observe the Wednesday after as a paid holiday when the holiday is on a Monday or Tuesday. Work performed on the day of observance shall be at one and one-half times the regular rate of pay in addition to the holiday pay.

6. Employees working the non-traditional 4/10 schedule, that normally work on holidays, shall take their holidays on the specified dates indicated in Article 3, Section 1. Work performed on the specified holiday shall be at one and one-half times the regular rate of pay in addition to the holiday pay; provided further that, if a holiday falls on a furlough day, the employee will receive ten (10) hours of pay at the straight time rate in addition to the employee's regular salary.

7. Employees working a 4/10 schedule shall be paid at the rate of one and one-half times the regular rate of pay for all hours worked in excess of ten (10) hours in one day, inclusive of the lunch period, or forty (40) hours in one week.

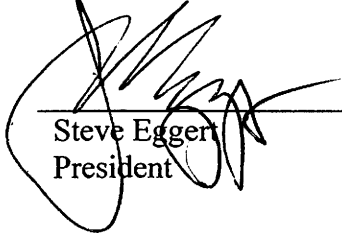
8. Vacation and sick leave shall be used on an hour for hour basis. Example: Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours will be subtracted from her/his vacation bank.

9. The KCSO may cancel the 4/10 schedule with thirty (30) calendar days written notice to the affected employees. If the four/ten (4/10) schedule is canceled, the employee will revert to their prior schedule.

10. The KCSO will notify the employees affected by this change of its expectations related to this change in schedule.

11. This agreement, along with the pertinent collective bargaining agreement, constitutes the full and complete agreement on the issue of allowing the KCSO and KCPOG the discretion to place KCSO employees on an alternative 4/10 schedule, except that an MOU is currently in place that covers Forest Service Employees in the Special Operations Division and this MOU does not replace or change the terms of that Agreement.

For the King County Police Officers Guild:

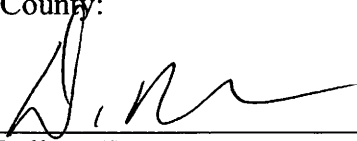


Steve Egger
President

10/30/2008

Date

For King County:



Deborah Bellam, Esq.
Labor Negotiator
Human Resources Division
Department of Executive Services

10/30/08

Date

I concur:

For King County Sheriff's Office:



Sue Rahr, King County Sheriff

10/30/08

Date