

Memorandum of Agreement
By And Between
King County
And The
King County Police Officers Guild
Regarding
Assignment of Patrol Overtime

Introduction:

The parties, King County Police Officers Guild (KCPOG) represented by Steve Eggert and King County represented by Deborah Bellam, have discussed in depth over the course of several months the issue of hours of work and the assignment of overtime hours to patrol deputies, and have agreed that a modification of the process used to assign overtime hours is appropriate.

The following Agreement meets the interests of the KCPOG in that it results in a more equal distribution of available overtime hours. This Agreement meets the interests of the King County Sheriff's Office (KCSO) in that it will most likely result in a reduction of overtime hours worked for some employees. It is anticipated that the KCSO will periodically review the impact of this Agreement to assess whether its needs continue to be met by this new process. The Agreement meets the mutual interests of both parties in that it reinforces the goal of covering overtime with voluntary sign ups rather than mandatory assignments as much as possible.

Agreement:

1. King County Sheriff's Office deputies and sergeants who wish to be considered for voluntary overtime assignments must give their names and email addresses (either KCSO and/or home) to their sergeants and request to be placed on the overtime sign up list.
2. Notice of patrol overtime opportunities will be given by the sergeants to the interested deputies and sergeants on this list via email. Interested deputies and sergeants will notify the requesting supervisor of their availability. The requesting supervisor will then let the deputy or sergeant know if s/he has been assigned to work the overtime.
3. Deputies who wish to be considered for voluntary overtime must provide sergeants with the number of hours of overtime worked in the preceding seven days at the time they make the request for a specific overtime assignment. Deputies will also provide to sergeants any other information requested by sergeants that is relevant to the assignment of overtime process.
4. Notices for overtime will be posted in four (4) hour blocks of overtime (ten (10) hour shifts shall be posted in five (5) hour blocks of time). Deputies and sergeants shall respond by contacting the requesting sergeant in a manner to be established by the KCSO, and notifying that sergeant of their desire to work the overtime in question. Deputies and sergeants will only be allowed to sign up for four (4) hours (or five (5) hours for a ten (10) hour shift) of overtime at any given time, and they will be given the following preferences, unless there are no suitable volunteers for the four (4) and five (5) hour blocks of time, in which case eight (8) and ten (10)

hour blocks may be offered:

A. Contract city deputies shall have preference for overtime work in contract cities. If no contract city deputy signs up for the available work, other deputies are eligible to do so.

B. Unincorporated deputies shall have preference for overtime work in unincorporated areas. If no unincorporated deputy signs up for the available work, other deputies are eligible to do so.

C. Deputies shall have preference for deputy overtime over sergeants. If no deputy signs up for available overtime, it may be filled by a sergeant.

D. Reasonable effort will be made to fill overtime assignments with deputies from the originating worksite. If no deputy signs up from the originating worksite it can be opened up to other worksites.

E. If two or more eligible employees volunteer for the same hours of overtime, preference will be given in the following order:

- 1) the deputy (or sergeant) who has not worked overtime in the proceeding seven (7) days;
- 2) the deputy (or sergeant) who has worked the fewer hours of overtime in the preceding 24 hours;
- 3) the deputy (or sergeant) who has worked the fewer hours in the preceding 7 days; and as a tie breaker;
- 4) the deputy whose request was received first.

One of the goals of the sergeant will be the equal distribution of overtime among those deputies who have signed up for voluntary overtime hours.

Concerns over the application (or implementation) of this Memorandum of Agreement shall be brought to the parties' attention via labor and management meetings. The parties realize that this is not a science and grievances will not be filed when the KCSO has made a good faith effort to distribute overtime in the manner outlined in this Memorandum of Agreement.

The specific procedure for notifying deputies of overtime opportunities and the procedure for assignment of such overtime will be established in writing by the KCSO, consistent with the agreement between the KCSO and the KCPOG. This procedure may involve an electronic sign up system.

5. Deputies may only sign up for themselves. They may not sign up on another deputy's behalf.

6. Deputies who are not able to fulfill their responsibility by working the shift they signed up to work are required to notify their sergeant or the on duty sergeant as soon as

reasonably possible, and the sergeant will then fill that vacancy consistent with this Agreement.

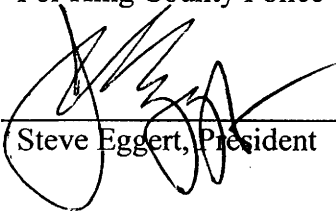
7. Nothing in this Agreement precludes a supervisor from deviating from the procedure outlined in this Agreement, when short notice of an overtime need or the lack of suitable volunteers necessitates a deviation.

8. GOM 2.09.025 will be modified consistent with this Agreement.

9. The implementation of the Telestaff computer program will change the administrative process involved in the notification/assignment process, but the program will incorporate the distribution of overtime rules set forth in this Memorandum of Agreement.

This agreement is effective from January 1, 2008 through December 31, 2012, provided that the KCSO will need time to notify supervisors of this Agreement and implement this Agreement.

For King County Police Officers Guild:

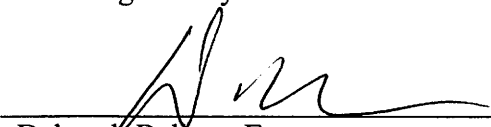


Steve Eggert, President

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