

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND THE
KING COUNTY POLICE OFFICERS GUILD
REGARDING
PAYMENT PRACTICES AND
PAYROLL COMPLAINT PROCESS FOR THE
KING COUNTY SHERIFF'S OFFICE

The parties, King County represented by Deborah Bellam, and the King County Police Officers Guild (KCPOG) represented by Steve Eggert, have bargained issues relating to the payment of premiums and overtime payments to bargaining unit members. The parties share an interest in the efficient operation of the King County Sheriff's Office and the payment of its employees. In furtherance of that shared interest, the parties have agreed to reasonable pay periods for KCSO employees, and to a dispute resolution process relating to these payments.

The parties agree as follows:

1. **Payment practice:** For as long as the King County Sheriff's Office is paid on a semi-monthly basis, the KCPOG knowingly acknowledges that the County may reasonably pay as follows. Field training officer compensation, overtime pay, and holiday pay for hours worked on the 1st through the 15th will be paid by the 1st pay date of the following month and for hours worked from the 16th through the end of the month by the 2nd pay date of the following month. Compensatory time for hours worked on the 1st through the 15th will be added to the employee's compensatory time account by the 1st pay date of the following month and for hours worked from the 16th through the end of the month by the 2nd pay date of the following month. An employee who on the 1st through the 15th of a month submits a request for compensation in accordance with King County Sheriff's Office policies for "acting" pay will be paid his or her pay by the 1st pay date of the following month. If this request is submitted on the 16th through the end of the month, the pay will be paid on the 2nd pay date of the following month. This section shall not apply when there is a bona fide dispute as to the underlying pay.

2. **Authorized Employee:** Written complaints will be submitted in accordance with King County Sheriff's Office policies to the Authorized Employee responsible for investigation and resolution of employee complaints regarding the payment of wages. A response will be provided to the employee within ten (10) business days from the date the complaint is received by the Authorized Employee. If the Employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Authorized Employee will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, and may issue an appropriate additional remedy for late payment beyond one pay period up to a total maximum amount equal to the underlying pay at issue. If the employee does not agree with the resolution of the complaint, the employee may, if within ten (10) business days of receipt of the response from the Authorized Employee, submit the issue to the Payroll Review Board.

3. **The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief appointed by the Sheriff and one union representative from the bargaining unit representing the employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board the facts relating to the complaint. If the Board finds that the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Board will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized Employee, and may issue an appropriate additional remedy for late payment beyond one pay period if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by the Authorized Employee must be unanimous. A decision on each case presented to this Board must be issued within five (5) business days of the presentation by the Authorized Employee. The Authorized Employee will communicate the decision of the Board to the employee who filed the complaint. If the Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a mutually agreeable third

person, who need not be an arbitrator, for a decision. If the Payroll Review Board is unable to agree on a third person, the winner of a coin toss will select the third person.

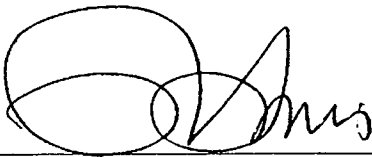
4. The remedies afforded in paragraphs 2 and 3 do not apply if there is a bona fide dispute concerning the underlying pay.

5. The parties recognize that the KCSO has the right to require KCSO employees to report information regarding overtime hours worked on forms prescribed by the KCSO.

6. **Collective Bargaining Agreement:** The Payroll Review Process is separate from and not subject to the grievance process outlined in the collective bargaining agreements covering the employees represented by the KCPOG. Matters submitted to the Payroll Review Board may not be submitted to the collective bargaining agreement grievance process. Disputes arising out of the collective bargaining agreement, that meet the contractual definition of a "grievance", remain subject to the contractual grievance process.

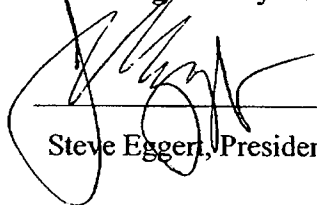
7. This agreement is effective from January 1, 2008 through December 31, 2012.

APPROVED this 5 day of NOVEMBER, 2008.

By: 

King County Executive

For King County Police Officers Guild:



Steve Egert, President

10/30/2008

Date