



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 7, 2010

Ordinance 16923

Proposed No. 2010-0433.1

Sponsors Ferguson

1 AN ORDINANCE approving and adopting the
2 memorandum of understanding negotiated by and between
3 King County and the King County Police Officers Guild
4 (King County Sheriff's Office) and the King County Court
5 Protection Guild (Court Protection - County Marshals,
6 King County Sheriff's Office) representing employees in
7 the King County sheriff's office; and establishing the
8 effective date of said agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

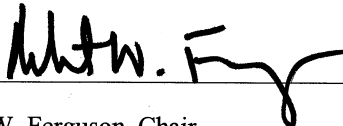
10 SECTION 1. The memorandum of understanding negotiated by and between
11 King County and the King County Police Officers Guild (King County Sheriff's Office)
12 and the King County Court Protection Guild (Court Protection - County Marshals, King
13 County Sheriff's Office) representing employees in the King County sheriff's office and
14 attached hereto is hereby approved and adopted by this reference made a part hereof.

15 SECTION 2. Terms and conditions of said agreement shall become effective
16 upon full ratification by the parties.
17

Ordinance 16923 was introduced on 8/23/2010 and passed by the Metropolitan King County Council on 9/7/2010, by the following vote:

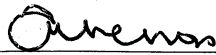
Yes: 9 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Mr. Gossett,
Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



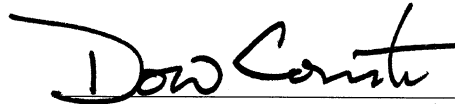
Robert W. Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 14 day of SEPT. 2010.



Dow Constantine, County Executive

RECEIVED
2010 SEP 14 PM 2:07
KING COUNTY CLERK
KING COUNTY COUNCIL

Attachments: A. Memorandum of Understanding By and Between King County and King County Police Officers Guild and King County Court Protection Guild

**Memorandum of Understanding
By and Between
King County
and
King County Police Officers Guild
and
King County Court Protection Guild**

16923

Subject: Transfer of security work for outlying King County District Courts from King County Police Officers Guild Deputies to King County Court Protection Guild Marshals

Facts:

King County Sheriff's Office (KCSO) King County Court Protection Guild (KCCPG) Marshals currently provide security to the King County Courthouse in Seattle and the Norm Maleng Regional Justice Center in Kent, as well as to the Superior Courts and District Courts housed therein. The Marshals also provide security for various office buildings and courtrooms in Seattle, including but not limited to the King County Youth Center and Juvenile Court, the Involuntary Treatment Act Court, and courts and buildings for which the KCSO is under a contractual obligation to provide security.

King County Sheriff's Office King County Police Officers Guild (KCPOG) Deputies currently provide security to the six (6) outlying King County District Courts, as well as Vashon Island.

King County, the KCCPG and the KCPOG have had many discussions over the course of the past year or more about King County's proposed plan to transfer the work of security for the outlying King County District Courts from the KCPOG Deputies to the KCCPG Marshals. The KCCPG Marshals would then be responsible for security in all King County District and Superior Courts.

The parties have had a series of meetings in which the effects of this transfer of work has been bargained, and a full and complete Agreement has been reached.

Agreement:

The Parties to the Agreement are KCPOG (represented by Steve Eggert), KCCPG (represented by Bill Bales and Greg Webb), and King County (represented by Deborah Bellam).

The parties are in agreement that the duty to provide security to the outlying King County District Courts will transfer from KCPOG to KCCPG. The KCPOG Deputies will no longer be assigned to provide security to the District Courts in King County, except that this Agreement does not preclude the county from supplementing District Court security with Deputies for high profile hearings as necessary. Such work will transfer to the KCSO KCCPG Marshals effective as soon as the transition can reasonably be implemented by King County, but in no case later than one year from the date this Agreement is fully ratified and signed into law by the King County Executive.

The parties have thoroughly discussed and are in agreement on the following issues related to this transfer of work:

Transfer of Work: KCSO KCPOG Deputies who are currently assigned (or assigned at the time of ratification of this Agreement) to provide security to King County District Courts will be notified by KCSO that they have the option of 1) TRANSFER - transferring to another KCPOG assignment consistent with KCSO rules and applicable KCPOG collective bargaining agreement (CBA), or 2) VOLUNTARY DEMOTION/CLASSIFICATION CHANGE - requesting a voluntary demotion/classification change from KCPOG KCSO Deputy to KCCPG KCSO Marshal. These Deputies may remain in their current assignments with their assigned KCPOG wage rates until they have completed the hiring or transfer or demotion process referred to above.

The parties to this Agreement acknowledge the fact that the decision whether to 1) Transfer to another KCSO KCPOG Deputy position, 2) Retire/Resign from LEOFF service, or 3) Request to voluntarily demote/change classification to the KCSO KCCPG Marshal classification is an individual employee's decision. All current and future KCPOG members considering their employment options should evaluate their individual circumstances (by contacting Washington State Department of Retirement Systems or other appropriate sources) prior to selecting one of the options outlined in this Memorandum of Understanding (MOU).

Request for Voluntary Demotion/Classification Change: Any KCPOG bargaining unit member who wishes to voluntarily demote/change classification into the KCSO KCCPG Marshal classification may request to do so without further qualification provided that 1) there is a vacant KCSO KCCPG Marshal position; and 2) the KCPOG bargaining unit member has a minimum of five (5) consecutive years of full-time experience as a KCSO Deputy, with no break in KCSO Deputy service. A voluntary demotion/classification change shall mean a permanent voluntary reduction in rank to the lower paid Marshal classification. When the request to voluntarily demote/change classification is granted by King County, the demoted Marshal shall serve the same probationary period as a newly hired Marshal (non KCPOG Deputy) but shall be placed on Step nine (Step 9) of the KCCPG Marshal wage range upon the date of voluntary demotion/classification change. This probation and wage placement requirement applies to the current KCPOG District Court Deputies referred to above as well as to future KCPOG Deputies who may request to voluntarily demote/change classification. This Agreement shall take precedence over contrary Civil Service Rules. The parties acknowledge that because this Step nine (9) placement is mandated by this Agreement, the KCSO will not be required to continue requesting special permission from King County's Chief Administrative Officer before placing former KCSO Deputies at Step nine (9) of the KCCPG Marshal pay range.

Current KCCPG Marshals Craig Bothe, and James M. Miller will be placed at Step 9 effective July 1, 2010, provided they are working as KCCPG Marshals on that date.

Assignments: Current and future assignment of newly hired KCCPG Marshals to various work locations will be made consistent with Article 6, Section 8 of the KCCPG collective bargaining agreement. Though the desire of a former KCSO KCPOG District Court Deputy to remain assigned to his/her current work location will be considered by KCSO, consistent with the CBA language, bargaining unit seniority and the needs of the KCSO will be the determining factors with respect to assignments. "Seniority" as referred to in Article 6, Section 8 is defined as bargaining unit seniority.

Absence Coverage: During the transition period (prior to the completion of the transfer of District Court work to KCCPG Marshals) the KCSO will continue to assign coverage for short-term absences (i.e., when a regular Deputy calls in sick on a work day) consistent with its current practice. For coverage for longer term vacancies, coverage will be offered first to KCCPG Marshals (if available) and then assigned to KCPOG Deputies in a manner that reflects the

[290] King County Police Officers Guild - King County Sheriff's Office

[226] King County Court Protection Guild - Court Protection - County Marshals, King County Sheriff's Office
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parties' intent to keep overtime costs to a minimum, and to avoid, to the extent practicable, overburdening one KCSO unit with all such overtime coverage. After this transitory period, all such coverage is KCCPG Marshal work.

Five (5) operational issues of concern to both KCCPG and the KCSO have been researched and discussed and some have been resolved by the parties. These issues are as follows:

1. The dispatching of calls for KCCPG Marshals as it relates to officer safety: the KCSO Communications Center will continue to dispatch calls for service for the outlying District Courts.

2. The assignment of lead workers: issue to be discussed further.

3. The hours of operation in so far as they may impact the need for overtime hours: issue to be discussed further.

4. Current KCSO requirements relating to guns and gun lockers: the KCSO will issue new written rules for KCCPG Marshals assigned to the outlying District Courts, allowing them to bring department issued weapons to work and allowing them to carry guns when traveling, while on duty, from one King County work site to another King County work site.

5. Current KCSO requirements relating to uniforms and uniform changing: the KCSO will issue new written rules for KCCPG Marshals assigned to the outlying District Courts, allowing them to wear King County uniforms to work and when traveling, while on duty, from one King County work site to another King County work site. Article 5.1 of the current CBA is hereby modified to reflect the fact that "donning and doffing" is not required in the outlying District Courts. The KCCPG Marshals and King County acknowledge the right to bargain further changes to article 5.1 in the normal cycle of collective bargaining.

Current practice that allows all KCSO Marshals to carry department issued weapons and wear King County uniforms when traveling, while on duty, from one King County worksite to another King County worksite is not changed by this MOU.

The KCSO is currently researching the unresolved issues from this list of issues and will keep KCCPG, and KCPOG where appropriate, informed as to the status of such issues. The parties will engage in follow up discussions in labor management meetings or another agreed upon forum. Changes proposed as a result of research and discussion in any of these areas will be discussed with the KCCPG, and with the KCPOG as appropriate.


Effective Date:

The transfer of work will take place as soon as King County can reasonably implement such transfer consistent with applicable King County rules (including but not limited to Civil service Rules) and the terms of this Agreement. This Agreement is effective once it is fully ratified by the parties. This includes ratification by the King County Council.

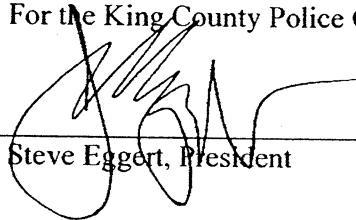
Conclusion:

This is the full and final Agreement concerning the transfer of King County District Court Security work from the KCPOG to the KCCPG. This Agreement may not be modified except by way of written agreement of the parties to this Agreement.

APPROVED this 26 day of JULY, 2010.

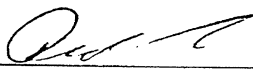
By: 
King County Executive

For the King County Police Officers Guild:


Steve Eggert, President

06/14/2010
Date

For the King County Court Protection Guild:


David Plotkin, Vice President

5/19/10
Date