



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	5	Date:	1 Sep 2010
Proposed Ordinance No.:	2010-0433	Prepared by:	Nick Wagner

SUMMARY

Proposed Ordinance 2010-0433 (pp. 5-6 these materials) would approve a memorandum of understanding (MOU) between King County, the King County Police Officers Guild (KCPOG), and the King County Court Protection Guild (KCCPG) (pp. 7-11 of these materials). The MOU provides for the transfer of security work for outlying King County District Courts from KCPOG Deputies to KCCPG Marshals.

BACKGROUND

KCPOG Deputies are fully commissioned police officers. KCCPG Marshals are limited commissioned officers. Both the Deputies and the Marshals work for the King County Sheriff's Office (KCSO).

Currently, court security is provided by KCCPG Marshals at all locations except the outlying King County District Courts, where it is provided by KCPOG Deputies.¹

THE PROPOSED MOU

The proposed MOU (pp. 7-11 of these materials) would transfer the security work for the outlying District Courts from the KCPOG Deputies to the KCCPG Marshals. This would result in the security work for Superior Court and all divisions of District Court being consolidated in the KCCPG Marshals.

The Executive expects that this consolidation will result in a cost savings to the county, once it is fully implemented, as described in the Fiscal Note (p. 19 of these materials) and the Requested Budget Reprioritization Detail (pp. 21-23 of these materials). The cost savings would result from:

¹ The facilities for which the Marshals currently provide security include: the King County Courthouse, the Maleng Regional Justice Center, the King County Youth Center and Juvenile Court, the Involuntary Treatment Act Court, and courts and buildings for which KCSO contracts to provide security. The District Courts for which the Deputies provide security are those located in Bellevue, Burien, Issaquah, Kent, Redmond, Shoreline, and Vashon Island.

- Lower pay rate of the Marshals, compared with that of the Deputies (an estimated reduction from \$64,086 per year per officer to \$58,756 per year per officer);
- Elimination of motor pool and radio costs (\$12,756 and \$2,045, respectively, per officer), since Marshals are not assigned their own cars and radios; and
- Avoidance of overtime, since the Sheriff intends to replace the six Deputies currently performing this work with eight Marshals, who will be sufficient in number to cover for Marshals who are absent due to illness, vacation, or other reasons.²

The cost savings would be partially offset by the increase in the number of FTEs, but there still would be a net annual savings to the county of \$33,592, beginning in 2011, as described in the Fiscal Note (p. 19 of these materials).

OPERATIONAL ISSUES

Five operational issues, two of which may be the subject of further discussion, are addressed on page 4 of the MOU (p. 10 of these materials). The issues concern:

1. Dispatching of calls related to officer safety (to be handled by the Sheriff's Office Communications Center);
2. Assignment of lead workers (to be discussed further);
3. Hours of operation as affecting overtime (to be discussed further);
4. Marshals bringing guns to work and carrying them from one work site to another while on duty;
5. Marshals wearing King County uniforms to work and when traveling from one work site to another while on duty ("doffing and donning" not required in the outlying District Courts).

EFFECTIVE DATE

The MOU is to become effective upon ratification by the Council. The transfer of work will take place as soon as practicable, "consistent with applicable King County rules (including but not limited to Civil Service Rules) and the terms of [the MOU]" (see p. 5 of the MOU, p. 11 of these materials).

FISCAL IMPACT

The Fiscal Note (p. 19 of these materials) indicates that the MOU is expected to cost \$2,100 in 2010, but to save \$33,592 per year in 2011 and subsequent years.

² According to executive staff and the Sheriff's Office, the two additional FTEs are already allocated to the Sheriff's Office in the budget, but are currently vacant.

INVITEES

- 1. Deborah Bellam, Labor Negotiator, King County Office of Labor Relations
- 2. Robin Fenton, Chief, King County Sheriff’s Office
- 3. Steve Eggert, President, King County Police Officers Guild
- 4. Bill Bales and Greg Webb, King County Court Protection Guild

ATTACHMENTS

Page

- 1. Proposed Ordinance 2010-04335
- 2. Attachment A: Memorandum of Understanding.....7
- 3. Contract Summary 13
- 4. Checklist and Summary of Changes 17
- 5. Fiscal Note..... 19
- 6. Form 2B (“Requested Budget Reprioritization Detail”)21
- 7. Transmittal Letter25

[blank page]



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 30, 2010

Ordinance

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

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

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.

[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
290&226U0110

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).

[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
290&226U0110

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

290&226U0110

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.

[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

290&226U0110

Page 4

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.

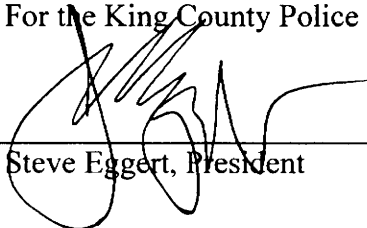
Conclusion:

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.

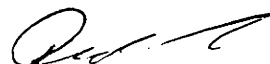
By: 
King County Executive

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

[blank page]

CONTRACT SUMMARY

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

King County Police Officers Guild (King County Sheriff's Office)
&
King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)

(Note: This Memorandum of Understanding involves two separate unions with two separate labor agreements.)

TERM OF CONTRACT: 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 and upon full ratification by the parties.

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: King County Police Officers Guild Deputies currently provide security to the six outlying King County District Courts, as well as the District Court on Vashon Island. King County Court Protection Guild 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.

NEGOTIATOR: Deborah Bellam

NOTE: *This Memorandum of Understanding reflects an agreement between two law enforcement unions that will result in cost savings for King County. The responsibility for providing security for King County Courts will no longer be shared by two unions. The responsibility for such work will be that of the King County Court Protection Guild with King County Police Officers Guild Deputies relinquishing any legal claim to such work.*

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Not applicable to this Memorandum of Understanding.
➤ INTEREST-BASED BARGAINING:	Interest-based bargaining was used to achieve the parties' goals.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Not applicable to this Memorandum of Understanding.

CONTRACT SUMMARY

CONTRACT:

Memorandum of Understanding regarding Transfer of security work for outlying King County District Courts from King County Police Officers Guild Deputies to King County Court Protection Guild Marshals

King County Police Officers Guild (King County Sheriff's Office)
&
King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)

(Note: This Memorandum of Understanding involves two separate unions with two separate labor agreements.)

COUNCIL POLICY	COMMENTS
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	Not applicable to this Memorandum of Understanding.
➤ CONTRACTING OUT OF WORK:	Not applicable to this Memorandum of Understanding.
➤ LABOR / MANAGEMENT COMMITTEES:	Not applicable to this Memorandum of Understanding.
➤ DISCIPLINE & GRIEVANCES:	Not applicable to this Memorandum of Understanding.
➤ MEDIATION:	Not applicable to this Memorandum of Understanding.
➤ CONTRACT CONSOLIDATION:	Not applicable to this Memorandum of Understanding.
➤ BENEFITS TRUST PLAN:	Not applicable to this Memorandum of Understanding.
➤ HEALTH BENEFITS COST SHARING:	Not applicable to this Memorandum of Understanding.
➤ RELEASE TIME:	Not applicable to this Memorandum of Understanding.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	Not applicable to this Memorandum of Understanding.
➤ TIMELINESS OF IMPLEMENTATION:	Not applicable to this Memorandum of Understanding.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	Not applicable to this Memorandum of Understanding.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	Not applicable to this Memorandum of Understanding.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT:

Memorandum of Understanding regarding Transfer of security work for outlying King County District Courts from King County Police Officers Guild Deputies to King County Court Protection Guild Marshals

King County Police Officers Guild (King County Sheriff's Office)
&
King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)

(Note: This Memorandum of Understanding involves two separate unions with two separate labor agreements.)

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	Not applicable to this Memorandum of Understanding.
➤ INTEREST ARBITRATION ELIGIBLE:	Not applicable to this Memorandum of Understanding. The King County Police Officers Guild is an interest arbitration eligible bargaining unit.
➤ NO STRIKE PROVISION:	Not applicable to this Memorandum of Understanding.
➤ ADDITIONAL LEAVE PROVISIONS:	Not applicable to this Memorandum of Understanding.
➤ HOURS OF WORK:	Not applicable to this Memorandum of Understanding.
➤ PERFORMANCE EVALUATIONS:	Not applicable to this Memorandum of Understanding.

[blank page]



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Memorandum of Understanding regarding Transfer of security work for outlying King County District Courts from King County Police Officers Guild Deputies to King County Court Protection Guild Marshals
King County Police Officers Guild (King County Sheriff's Office) & King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)
Labor Negotiator
Deborah Bellam

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? MOU Only</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. This memorandum of understanding reflects an agreement between King County, the King County Police Officers Guild and the King County Court Protection Guild to transfer the responsibility for providing security for King County's outlying District Courts from the King County Police Officers Guild to the King County Court Protection Guild, resulting in cost savings to King County.
2. This memorandum of understanding outlines a transition period during which this transfer of work will take place, the rules for hiring, backfill and seniority during this transition, the options available to King County Police Officers Guild Deputies, as well as the appropriate pay to be assigned to the positions in question.

[blank page]



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement (Memorandum of Understanding)	
Title:	King County Police Officers Guild (King County Sheriff's Office) And King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)	
Effective Date:	Upon ratification	
Affected Agency and/or Agencies:	King County Sheriff's Office	
Note Prepared by:	John McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-5398
Department Sign Off:	DeWayne Pitts, Finance Manager, Sheriff's Office	Phone: 296-0521
Note Reviewed by: Supplemental Required?	Jennifer Albright, Budget Analyst	Phone: 263-9771
NO <input type="checkbox"/>	YES <input type="checkbox"/>	

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2010	2011	
CX	10	Sheriff	\$ 2,100	\$ (33,592)	
TOTAL			\$ 2,100	\$ (33,592)	

EXPENDITURE BY CATEGORIES:						
Expense Type	DeptCode	Department	2010	2011		
Labor and Non-Labor expenditures		KCSO	\$ 2,100	\$ (33,592)		
TOTAL			\$ 2,100	\$ (33,592)		

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	Memorandum of Understanding effective upon ratification.
2. Wage Adjustments & Effective Dates:	
COLA:	N/A
Other:	KCSO Marshals provide court security, replacing Deputy Sheriffs.
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Two Marshals will have their pay rate moved up one step (to Step 9), per Memorandum of Understanding, effective on their hire anniversary dates in 2010.
PERS/LEOFF/FICA:	Current rates used.
Overtime:	
4. Other Cost Factors:	Full transition assumed to be completed January 2011.

[blank page]

Form 2B

Revised 05/03/10

Requested Budget Reprioritization Detail

(Administrative and Direct Service Reductions, Program Changes, Technology Requests, Technical Adjustments, and Revenue Backed Adds)
Summary by Appropriation Unit

0010/0020
8334 - District Court Security

Agency Contact Name: DeWayne Pitts Phone 296-0521

Convert District Court Deputies to Marshals

Appro Section Code¹: 0200.8360

Change Item Code: DS03

Requested Amount: \$ (34,992)

FTEs: 2.00

TLTs: - Revenue: \$ -

Change Item Code # Examples

Technical Adjustments: TA01, TA02	Program Changes: PC01, PC02, PC03	(Sequences) 0587,0588,
Administrative Reductions: AS01, AS02, AS03	Revenue Backed Adds: RB01, RB02	0594,0633
Direct Service Reduction: DS01, DS02, DS03	Cost Savings: CS01, CS02	1283,0126

Labor Expenditures: Including Regular Positions (FTEs/TLTs), Temporary and Overtime:

Org	Class	Seq #	Position Title	Salary Range	FTEs	TLTs	Length of Term	Salary	Benefits	Total
8334	7422		Marshals		8.00			58,756	25,925	677,448
8334	7405		Deputies		(6.00)			(64,086)	(29,852)	(563,628)
										-
										-
Subtotal: Salary & Benefits					2.00	-		\$ (5,330)	\$ (3,927)	\$ 113,820

Non-Labor Expenditures: Including O&M, Capital Outlay and Other

Org	Account	Description	One Time	Ongoing	Est. Cost
8334	51130	Overtime		(10,000)	(60,000)
8334	55010	Motor pool		(12,756)	(76,536)
8334	55352	Radio		(2,046)	(12,276)
					-
					-
Subtotal O&M, Capital & Other Costs			\$ -	\$ (24,802)	\$ (148,812)

	FTEs	TLTs	
Total Requested Expenditures	2.00	-	\$ (34,992)

Revenue - All revenue changes associated with the above expenditures

Org	Account	Description	Amount
Total Revenue			\$ -

¹ Since budgets must be reported at the section level per Ordinance 16445, this field should contain both appropriation unit and section number. For example, for Assessor appropriation unit 0670, the specific section should be also included in this field. If the section is Assessor Administration, then the number in this field would be 06701597.

Form 2B

Revised 05/03/10

Requested Budget Reprioritization Detail

(Administrative and Direct Service Reductions, Program Changes, Technology Requests, Technical Adjustments, and Revenue Backed Adds)
Summary by Appropriation Unit

0010/0020

8334 - District Court Security

Agency Contact Name: DeWayne Pitts

Phone 296-0521

Convert District Court Deputies to Marshals

Requested Budget Reprioritization Detail

PAGE 2

For this anticipated change, briefly describe (i) what the change is; (ii) how the change will impact programs or services.

This proposal will change the way District Court security is being provided from a regular deputy to a court marshal. Marshals currently provide the service for Superior Court in the King County Courthouse, the Regional Justice Center, and several other locations downtown under contract. They are specialists in court security, commissioned law enforcement officers, and cost less than a regular deputy. This change would implement this conversion of the positions and the KCSO is seeking the difference as a target reduction based on the efficiency savings.

Will any of the anticipated changes have labor impacts? Please Explain.

Please Highlight One
Broad **Some** **None**

The affected unions are aware of this proposal and are supportive of its implementation. The County Executive must initiate action to negotiate the conversion with the two labor unions.

How would this proposal affect other county agencies, internal service funds, or key external partners? Have they been notified?

This proposal should be seamless to the public and District Court. The same service will be provided, only the type of officer will change. The change may be beneficial to the Courts due to a greater consistency in who is providing the service and knowledge regarding potential threats within that environment.

How does this requested budget reprioritization relate to your agency's key objectives and strategies as outlined in your 2010 business plan?

N/A

What stakeholders are most impacted by this proposal?

The primary stakeholders are District Court staff and the public in their facilities. This change shifts the KCSO's resources into a more efficient use.

Describe the revenue impact, if any.

All District Court revenue goes into the District Court budget

What would be the effect of not implementing this proposal?

Not implementing this proposal will mean the current inefficient use of regular deputies will continue, and other public safety cuts must be found to make up the difference.

[blank page]

July 27, 2010

The Honorable Bob Ferguson
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the memorandum of understanding transferring court security work in the outlying King County District Courts from the King County Police Officers Guild (KCPOG) to the King County Court Protection Guild (KCCPG). This transfer of work will be effective upon county ratification and will result in cost savings to King County once fully implemented.

Both the King County Court Protection Guild marshals and the King County Police Officers Guild deputies work for the King County Sheriff's Office (KCSO). 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. Marshals are limited commissioned officers. Deputies currently provide security to the six outlying King County District Courts, as well as the District Court on Vashon Island. The King County Police Officers Guild deputies are fully commissioned police officers.

King County, the KCCPG, and the KCPOG have had many discussions over the course of the past year or more about the 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.

The Honorable Bob Ferguson
July 27, 2010
Page 2

This agreement will result in cost savings to King County and will consolidate responsibility for courthouse security to one classification, the county marshals.

The settlement reached is a product of good faith collective bargaining between King County, the KCCPG, and the KCPOG. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273, at your convenience.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Tom Bristow, Chief of Staff
 Anne Noris, Clerk of the Council
Dwight Dively, Director, Office of Management and Budget and Office of Strategic
 Planning and Performance Management
Patti Cole-Tindall, Director, Office of Labor Relations