

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
Special Operations Division
Forest Service Unit

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) as it relates to the Forest Service Contract. 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.

Facts

The Washington State Forest Service has for many years contracted with the KCSO for law enforcement services on Forest Service land. The service contracts normally cover the period from May 1 through October 15 of each year. The parties have agreed that the deputies assigned to provide this service directly to the Forest Service shall be allowed to work a 4/10 (four/ten) work schedule, on an experimental basis, under the terms outlined below.

Agreement

1. This change in schedule is approved, effective from the first day of the pay period following the last signature on this Memorandum of Understanding through December 31, 2009.
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.

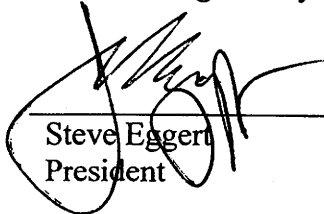
8. Vacation and sick leave shall be used on an hour for hour basis. Example: Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours will be subtracted from her/his vacation bank.

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 an alternative 4/10 schedule in the Forest Service Unit in the Special Operations Division of the KCSO.

For the 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