

**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.

[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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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

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.

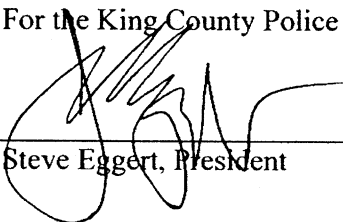
Conclusion:

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.

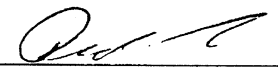
By: 
King County Executive

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