

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND THE
KING COUNTY POLICE OFFICERS GUILD
REGARDING
STAFFING OF VASHON ISLAND DISTRICT**

The parties, King County Police Officers Guild (KCPOG) represented by Steve Eggert, and King County, represented by Deborah Bellam, agreed to discuss and bargain issues relating to the hours of work of King County Sheriff's Office (KCSO) deputies assigned to Vashon Island.

FACTS:

Ferry schedules may not always line up with beginning times and ending times of KCSO work shifts. Arrival time to Vashon may be a few minutes before or a few minutes after the assigned start time. The departing ferry may be quite some time after the ending of a shift. Additionally, the ferry schedules change regularly. The parties wish to clarify their obligations and arrive at an agreement that assures that the responsibilities of the KCSO with respect to police coverage will be met, and at the same time fairly compensate deputies assigned to Vashon Island.

AGREEMENT:

1. The parties recognize that the time spent on a ferry commuting to or from an employee's assigned district or work site, as well as time spent waiting for a ferry to or from work, is not "work" time for FLSA purposes. The parties also recognize that many deputies, in order to report to his/her district on Vashon Island on time, will have to take a ferry that will arrive at Vashon prior to the start time of his/her shift. Likewise, a deputy leaving Vashon will sometimes have to wait a significant period of time to board the ferry for the return trip after the end of his/her shift.

2. The parties acknowledge that the KCSO standard staffing level for Vashon is two (2) deputies in the district on each shift. The parties also recognize that it is KCSO policy to have at least one (1) deputy physically present on the Island at all times to respond to calls. During shift change, the sergeant may allow one deputy to leave the island when his/her shift is over. In those cases, there may be only one deputy physically present on the island while his/her replacements are on the ferry traveling to the island. This does not change the KCSO policy regarding a minimum of two deputies per shift on Vashon.

3. While the parties acknowledge that there is no legal requirement to pay for the time deputies spend waiting to board the ferry after the conclusion of their shift, or for the time spent before their shift begins when they arrive on Vashon early, the parties have a mutual interest in fairly compensating employees for the inconvenience of this particular assignment and in providing adequate coverage for this district. The parties also have a joint interest in minimizing overtime costs to the Sheriff's Office.

4. The parties agree that the Sheriff's Office, through its shift sergeants, are charged with the responsibility of managing the shift changes described above in the most efficient and fair manner possible. This means that any overtime expenses will be kept to a minimum.

5. King County agrees to pay overtime for time worked during shift changes to deputies who are assigned to Vashon Island under the following circumstances:

A. Due to the ferry schedule and the employee's assigned start time, it is necessary for the deputy to arrive on Vashon more than ten (10) minutes prior to the beginning of his/her shift.

B. Due to the ferry schedule and the employee's assigned shift ending time, it is necessary for the deputy to remain on the island for more than ten (10) minutes after the ending time of his/her shift.

C. Only one arriving deputy and one departing deputy per shift change will be paid the above referenced overtime. It is the responsibility of the shift sergeant to manage the shift changes in the most efficient manner so the payment of overtime is both kept to a minimum and is fair.

D. The deputies who are paid overtime because they are arriving early to the Vashon District or because they are staying late in the Vashon District are considered on "work" time and are required to perform their normal work related duties during this time. The deputies who are not paid overtime for their early arrival or their late departure are not considered on "work" time and are not required to perform their normal duties during this time. The latter are free to use this time for their personal business, consistent with KCSO rules.

6. This agreement is effective from the date of the last signature below through December 31, 2012.

7. This agreement, along with the applicable collective bargaining agreement, is the full and final agreement on the subject of hours of work and pay for deputy assignments on Vashon Island.

8. This agreement sets no precedent with respect to the payment of overtime by King County, or with respect to work schedules in any other district. This Memorandum of Agreement is effective from January 1, 2008, through December 31, 2012.

For the King County Police Officers Guild:

Steve Eggert
President

Date

For King County:

Deborah Bellam, Esq.
Labor Negotiator
Human Resources Division
Department of Executive Services

Date

I concur:

For King County Sheriff's Office:

Sue Rahr, King County Sheriff

Date