ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND THE
KING COUNTY POLICE OFFICERS GUILD
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS 117
REGARDING KING COUNTY SHERIFF'S OFFICE
AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS

Whereas, currently Teamsters 117 represents Airport Police/Aircraft Rescue Firefighting Officers ("ARFF") officers at the King County Airport; and

Whereas, the parties desire to transfer the work represented by Teamsters 117 to the King County Police Officers Guild.

Therefore, the parties agree as follows:

1. Transfer of Bargaining Unit. Effective upon ratification of this agreement by the King County Council, the union representation of ARFF officers will transfer from Teamsters Local 117 to the King County Police Officers Guild. Teamsters 117 agrees to abandon any representation claim to ARFF officers at the King County Airport. The existing collective bargaining agreement between Teamsters 117 and King County shall be void.

2. Choice of Full or Limited Commission. As soon as possible after ratification of this agreement, all ARFF officers will be given a choice of the following:

a. Becoming fully commissioned and thereafter becoming members of the LEOFF II retirement system; or

b. Remaining limited commissioned and remaining members of their current retirement system (PERS I or PERS II).

3. KCPOG Contract Coverage. Employees choosing option 2.a) above shall become fully commissioned Deputy Sheriffs and shall be covered by all provisions of the collective bargaining agreement between King County and the King County Police Officers Guild dated January of 2001 (the "Guild Contract") except those that specifically apply to LEOFF I officers.

4. New KCPOG ARFF Contract. Employees choosing option 2.b) above shall be part of a new bargaining unit (the "Airport Unit") represented by the King County Police Officers Guild (the "Union"). They shall be covered by an agreement consisting of all those provisions of the Guild Contract except those that specifically apply to LEOFF I Officers. Such agreement shall be coterminous with the Guild Contract. As limited commissioned employees, the Airport Unit shall not be eligible for interest arbitration.

5. Future Transfer of ARFF Work. As limited commissioned employees depart the Airport Unit, through retirement or otherwise, their work will be transferred to fully commissioned Deputy Sheriffs under the Guild Contract. Provided that subsequent Sergeant positions vacated by the departure of any Sergeant assigned to the airport will be filled consistent with Point 13 below.

6. Corporal Classification. The classification of Airport Corporal shall be eliminated as a Civil Service job classification. Current Corporals shall become either fully commissioned Deputies or limited commissioned Officers. They shall be placed at the same Step on the deputy or officer salary range that they currently occupy on the Corporal salary range. In the future, employees assigned as Fire Prevention Coordinator or Airport Training Coordinator, shall receive a premium of ten percent (10%) on their base wage.

7. Medical Benefits. As soon as practicable after ratification of this agreement, all fully commissioned Deputies and limited commissioned ARFF Officers shall both move to existing Guild medical/dental plans.

8. Seniority Calculation For Layoffs.

a. For limited commissioned Officers in the Airport Unit, all time spent as an ARFF Officer shall count as time earned toward seniority under Article 17 of the new KCPOG ARFF Contract.

b. For fully commissioned Deputies, bargaining unit seniority under Article 17 shall start to accrue upon their transfer to status of fully commissioned.

c. Fully commissioned Deputies (former ARFF Officers) assigned to the airport as of the day of implementation of this agreement (Airport Deputies) shall not be eligible to bump into a position outside the airport unless they have successfully completed Phase III of the Field Training Program.

d. Airport Deputies shall be eligible for Airport Seniority. Airport Seniority shall include all time spent as a limited commissioned ARFF Officer combined with all seniority earned as a member of the KCPOG bargaining unit. An Airport Deputy cannot be bumped from a position at the airport unless by an Airport Deputy with more Airport Seniority.

e. An Airport Deputy may use his/her Airport Seniority to bump into positions at the airport. For instance, if an Airport Deputy with 5 years as an ARFF officer stayed at the airport for 1 year after being fully commissioned and then moved to Precinct 2 for 1 year, the Airport Deputy would have 2 years of seniority for positions outside the airport and 7 years of Airport Seniority.

9. Car Per Officer. Both fully commissioned Deputies choosing options 2a. above and limited commissioned ARFF officers choosing option 2b above, working at the airport, shall not be eligible for the Car Per Officer program and shall not be assigned a car. However, if a newly transitioned fully commissioned Deputy successfully completes Phase III of the Field Training Officer (FTO) training program, said employee shall be eligible for a car. Newly transitioned Fully Commissioned Deputies shall be given reasonable opportunity to go through Phase III FTO training. However, it is unlikely that such training opportunities will be available in 2002. Deputies who transfer to the ARFF Unit and who have an assigned CPO vehicle shall continue to be entitled to a CPO vehicle. The Airport's patrol vehicle fleet will continue to operate and be maintained to support the remaining ARFF officers and those fully commissioned LEOFF II officers that do not have assigned vehicles.

10. Dual Certification Premium. Employees assigned to the airport that have successfully completed Phase III of the FTO program and have also become ARFF accredited will receive an additional three percent (3%) per month of the Deputy Step 4, for all time while so assigned.

11. Deputy Transfers To Work Sites Outside The Airport. Should a Deputy Sheriff (transitioned from PERS II) request to transfer from the airport, a request to transfer must be made to the Captain (Airport Police/ARFF Chief). Such transfer opportunities will be approved based on seniority and FTO training officer availability. In order to qualify and be eligible for patrol duty transfer, the Deputy must first complete Phase II of the FTO program and complete, at the discretion of the Sheriff or his designee, a period of evaluation under the Phase III FTO program, where the officer will be evaluated by an assigned FTO MPO. During this review period, the Department will assess and determine whether the Deputy is eligible for transfer. Deputies determined to be unqualified for transfer will remain at the airport. Such qualification determination shall not be grievable under the Guild Contract.

12. Deputy Transfers To The Airport. Prior to assignment at the airport, a Deputy must:

1. Complete an application for transfer form P-113.
2. Have completed probation.
3. Pass a physical standards test designed to test the applicant's abilities to perform the essential functions of the job of Deputy assigned to work at the airport.
4. Candidates will be required to pass a test to ensure they can use SCBA and fire-rescue equipment. Candidates will also be required to pass a test to insure they can meet current State standards and perform the duties that will make a candidate suitable for assignment to the airport.
5. Participate in an interview process.
6. Successfully complete an Airport training program. (approx. 4 to 6 months).
7. Commit to spending two (2) years in the airport assignment.
8. In the event an employee is involuntarily assigned to the Airport, the Union and the employer will meet and confer regarding the length of the commitment of the involuntarily assigned employee.

13. Sergeant Openings. Following ratification of this agreement, for the next opening for Sergeant at the airport, the Department retains the right to limit the pool of applicants to PERS I

eligible ARFF officers. All subsequent openings for Sergeant shall be filled consistent with Department practice for LEOFF eligible Sergeant openings.

14. Laundry. Former ARFF Officers who decide to become Fully Commissioned Deputies under Section 2 above shall be responsible for the costs of laundering their own uniforms.

15. Longevity. Both Limited Commissioned ARFF Officers and Fully Commissioned Deputies will retain their seniority for purposes of calculating longevity premiums under the Guild Contract and the Airport Unit contract.

16. Single Employee Bargaining Unit. At such time as only one employee is covered by the Airport Unit, the County and the Guild will meet to discuss the representation ramifications.

For King County:

Ron Sims, King County Executive — Date

For King County Police Officers' Guild:

Steve Eggert, President — Date

For Teamsters Local 117:

John Williams, Secretary Treasurer — Date