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2	And Public Safety Employees Union		
3	Fire Investigator - King County Sheriff's Office		
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1 This Appendix, along with the Coalition Labor Agreement (CLA), constitutes an agreement 2 between King County (County) and Public Safety Employees Union (PSEU or Union), the terms of 3 which have been negotiated in good faith. This Agreement shall be subject to approval by Ordinance 4 by the County Council of King County, Washington.

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ARTICLE 1: PURPOSE, LMC, AND APPLICATION OF CLA

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Section 1.1. <u>Purpose</u>. The intent and purpose of this Agreement is to promote the continued 7 improvement of the relationship between the County and its employees by providing a uniform basis 8 for implementing the right of public employees to join organizations of their own choosing, and to be 9 represented by such organizations in matters concerning their employment relations with the County 10 and to set forth the wages, hours, and other working conditions of such for employees in appropriate 11 bargaining units provided the County has authority to act on such matters and further provided the 12 matter has not been delegated to any civil service commission or personnel board similar in scope, 13 structure, and authority.

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Section 1.2. Labor-Management Committee.

A. The parties agree to establish a Joint Labor-Management Committee (JLMC).

16 **B.** The role of the JLMC is to resolve issues and oversee the tasks and/or committees 17 called for in this Agreement and those that it establishes.

18 **C.** The JLMC will meet at least quarterly unless the parties mutually agree to change 19 the schedule.

20 **D.** The JLMC does not waive or diminish management rights. The parties recognize 21 that the JLMC may not be able to resolve every issue.

22 E. The JLMC is not authorized to bargain, to modify the Agreement in anyway or 23 supplant the grievance process under CLA Article 26.

24 **F.** The parties agree that the JLMC is an appropriate forum to discuss the scheduling 25 of vacation leave for employees, contracting of work, and the assignment of overtime in the Investigation Unit. 26

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Section 1.3 The CLA shall apply to the individual bargaining unit's employees as follows:

A. The Preamble in its entirety.

1	B. All Superseding and non-superseding provisions, unless otherwise noted in this			
2	Appendix or in the CLA.			
3	C. The following CLA article does not apply to this bargaining unit:			
4	Article 18 "Job Posting"			
5	Article 43 "After Hours Support"			
6	Article 46 "Waiver and Complete Agreement"			
7	ARTICLE 2: UNION RECOGNITION AND ROSTER			
8	Section 2.1. The County recognizes the Union as representing all employees whose job			
9	classifications are listed in Addendum A.			
10	Section 2.2. <u>Bargaining Unit Roster</u> . The County will transmit to the Union a current			
11	listing of all employees in the bargaining unit within thirty (30) business days of request for same but			
12	not to exceed twice per calendar year. Such list shall include the name of the employee,			
13	classification, department, and salary.			
14	ARTICLE 3: RIGHTS OF MANAGEMENT			
15	Section 3.1. It is recognized that the County retains the right to manage the affairs of the			
16	County and to direct the work force. Such functions of the County include, but are not limited to,			
17	determining the mission, budget, organization, number of employees, and internal security practices			
18	of the King County Sheriff's Office; recruiting, examining, evaluating, promoting, training,			
19	transferring employees of its choosing, and determining the time and methods of such action;			
20	disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and			
21	directing the work force; developing and modifying class specifications; determining the method,			
22	materials, and tools to accomplish the work; designating duty stations and assigning employees to			
23	those duty stations; establishing reasonable work rules; and assigning the hours of work and taking			
24	whatever actions may be necessary to carry out the County and/or King County Sheriff's Office			
25	mission in case of emergency. When a transfer is used as a disciplinary sanction, it shall be subject to			
26	the grievance procedure and just cause provisions of CLA Article 26 and CLA Article 27.			
27	Section 3.2. In prescribing policies and procedures relating to personnel and practices, and to			
28	the conditions of employment, the County will comply with state law to negotiate or meet and confer,			

as appropriate. However, the parties agree that the County retains the right to implement any changes
 to policies or practices, after discussion with the Union that does not require statutory resolution or
 modification to the collective bargaining agreement.

4 Section 3.3. All of the functions, rights, powers, and authority of the County not specifically
5 abridged, deleted, or modified by the Agreement are recognized by the Union as being retained by
6 the County.

Section 3.4. The parties agree the County has the right to implement a common biweekly
payroll system that will standardize pay practices and Fair Labor Standards Act workweeks. The
parties agree that applicable provisions of the collective bargaining agreement may be re-opened at
any time during the life of this agreement by the County for the purpose of negotiating these
standardized pay practices, to the extent required by law.

Section 3.5. The parties have fully negotiated all bargaining obligations regarding King
County Ordinance 18500 and King County Code 2.75. The parties further agree that the Employer
has the right to create, develop, implement or modify policies and procedures for the Office of Law
Enforcement consistent with County Ordinance 18500 and King County Code 2.75. The Union
agrees to adopt the OLEO language that is adopted by ordinance or determined by an arbitrator
pursuant to RCW 41.56.450 for the KCPOG Collective Bargaining Agreement.

18 Section 3.6. The parties agree that KCSO has the right to implement an updated Early
19 Intervention System consistent with the mutual goal of providing a tool to supervisors to identify and
20 assist employees in maintaining acceptable performance.

21 ARTICLE 4: HOLIDAYS

22 Section 4.1. Holidays are as provided under CLA Article 10 with the following additional
23 sections.

24 Section 4.2. If approved by the division manager/designee, an employee on standby on a day
25 of observance shall be allowed to switch a holiday with a regular workday.

26 Section 4.3. Holiday pay for regular, probationary, provisional and term-limited temporary
27 employees who work a part-time schedule will be pro-rated to reflect their normally scheduled
28 workday.

Section 4.4. Employees assigned to an alternative schedule, such as a 4/10 schedule, will
 receive no more than a maximum of eight (8) hours per holiday for a total of one hundred twelve
 (112) hours per year of holiday pay in any one (1) calendar year. Employees assigned to alternative
 work schedules that are not assigned to work a holiday may, at their discretion, use accrued vacation
 or compensatory time to receive full compensation for the day.

6

ARTICLE 5: VACATION LEAVE USAGE

7 Section 5.1. Employees covered by this Appendix shall be eligible for vacation leave with
8 pay pursuant to Article 9 and Article 32 of the CLA, in addition to the below provisions.

9 Section 5.2. The division manager/designee shall be responsible for establishing a vacation
10 schedule in such a manner as to achieve the most efficient functioning of the division.

Section 5.3. Hourly employees may use vacation in quarter (1/4) hour increments, at the
discretion of the division manager or their appointed designee.

13 ARTICLE 6: GENERAL LEAVES

Section 6.1. Leave for Volunteer Service. As provided under CLA Article 4 with the
following modification.

- A. Employees requesting to use sick leave for this purpose shall submit such request
 in writing specifying the volunteer services to be performed.
- 18 ARTICLE 7: WAGE RATES

19 Section 7.1. <u>General Wage Increases</u>. All wage rates in effect for the classifications listed
20 in Addendum A will receive the GWI in accordance with the CLA.

Section 7.2. <u>Promotion</u>. Any regular employee promoted from one classification to another,
where such promotion results in that employee entering a higher pay range, shall enter the pay range
at a minimum of five percent (5%) over the salary received prior to the promotion, but not in excess
of the top step in the new pay range.

Section 7.3. <u>Step Increases</u>. Employees covered by this agreement who start at Step 1, shall
automatically advance from Step 1 to Step 2 upon successful completion of probation. Advancement
to the next step following successful completion of probation is at management's discretion if the
employee is hired above Step 1. Thereafter on each January 1st, the employee will receive a step

increase according to the wage addendum on January 1 of each year until they have reached the top 1 2 step of their range.

3 Section 7.4. Upon the recommendation of the division manager/designee, newly hired or promoted employees may be hired in at a step above Step 1 if the candidate's training and experience 4 5 warrants such.

6 Section 7.5. <u>Certification Pay</u>. An employee who is a member of the bargaining unit 7 holding a valid Certified Fire Investigator certificate from IFSAC, IAAI or NAFI will be paid \$100 8 per month. No employee shall be paid more than \$100 per month regardless of the number or types 9 of certifications held.

Section 7.6. Education Incentive Pay. Employees are eligible for Education Incentive Pay in accordance with the following schedule:

12			Minimum Years of King County Service		
			2 years	3 years	4 years
13	Associate's Degree	(2 year Degree)			2% premium
14	Bachelor's Degree	(4 year Degree)		3% premium	4% premium
15					
16	Master's Degree		4% premium	5% premium	6% premium

ARTICLE 8: OVERTIME

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18 Section 8.1. Contractual daily overtime shall be paid to employees who work more than their regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime Rate in effect at the time the overtime work is performed. Contractual weekly overtime shall be paid to employees for all hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 8.2. Meal and Rest Periods. Pursuant to RCW 49.12.187, the County and the 1 2 Union agree to specifically supersede in total the State provisions regarding meal and rest periods. 3 While KCSO will try to provide a meal period at the mid-potion of a shift and rest periods at the midportion of each half of a shift, meal and rest periods may occur at different times or not at all due to 4 5 work requirements.

6 Section 8.3. After Hours Support. After Hours Support is off duty time during which 7 hourly employees may be required to be on standby ready and able to report to work, called-out to 8 report back to their workplace, or technical call out to work remotely through technological means 9 and is not required to report back to the workplace.

10 A. Standby. The employer and the Union agree that the use of off-duty standby time 11 shall be minimized consistent with sound fire investigation practices and the maintenance of public 12 safety. Off-duty standby assignments shall be for a fixed predetermined period of time. Standby pay 13 shall be at a rate equal to fifteen percent (15%) of the employee's base hourly rate for all hours in 14 standby status. If an employee is actually called out, standby pay shall cease and normal "call out" 15 provisions shall apply.

16 **B.** Call Out. An employee called back to work at other than regularly scheduled 17 work hours shall be paid a minimum of four (4) hours at the overtime rate. "Scheduled work hours" 18 shall include the lunch period and scheduled overtime. If the call-out time exceeds four (4) hours, the 19 actual hours worked will be paid at the rate of one and one-half (1-1/2) the employee's regular rate of 20 pay (overtime rate). If the call out time is less than four (4) hours and another call(s) is received 21 during that four (4) hour period, no additional payment will be made unless actual time worked for all 22 call outs exceeds four (4) hours, in which case the excess will be paid at the overtime rate. Actual 23 hours worked shall include travel time from home to the work site and back using the most direct 24 route available. The four (4) hour minimum call out pay shall not be granted to any employee 25 required to work four (4) hours or less prior to the beginning or after the end of that employee's 26 regularly scheduled work time.

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C. Technical Call Out. Employees will be paid a ten-minute minimum or the actual 28 number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent

call outs within the same ten-minute period will not receive additional compensation until after that 1 2 period has expired.

3 **Section 8.4.** All overtime shall be authorized by the division manager/designee in writing. 4 Section 8.5. Emergency Work. Emergency work at other than normal scheduled working 5 hours, or special scheduled working hours not enumerated above, shall be credited as such. This 6 unscheduled and emergency overtime will be compensated as overtime pursuant to Article 8.1, and in 7 the event this overtime work is accomplished prior to the normal working hours and the employee 8 subsequently works their regular shift, the employee's regular shift shall be compensated at regular 9 time.

10 Section 8.6. Compensatory Time. Employees may take compensatory time in lieu of 11 overtime in accordance with the Personnel Guidelines.

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A. Compensatory time must be used during the calendar year in which it is accrued 13 unless this is not feasible due to work demands. The employee may then request, and the department 14 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

15 **B.** Employees will be paid in the pay period that includes December 31 for all accrued 16 compensatory time not carried over into the following year.

17 C. Compensatory hours that have been carried over must be used within the first 18 quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

19 **ARTICLE 9: HOURS OF WORK**

20 Section 9.1. Work Hours. The working hours under this Agreement shall be the equivalent 21 of forty (40) hours per week.

22 Section 9.2. Work Schedules. The establishment of reasonable work schedules, locations 23 and starting times is vested solely within the purview of the division manager/designee and may be 24 changed from time to time provided a two (2) week prior notice of change is given, except in those 25 circumstances over which the division cannot exercise control. In the exercise of this prerogative, the 26 division manager/designee will establish schedules and/or locations to meet the dictates of the 27 workload, however, nothing contained herein will permit split shifts.

28

Section 9.3. <u>Alternate Schedules</u>. With the division manager's/designee's approval, work

schedules may be altered upon written request of the employee. Employees assigned as Investigators 1 2 shall be allowed, at their discretion, to adjust their work hours during the twenty-four (24)-hour 3 period following the investigation of a fire. If the investigation of a fire requires an employee to be 4 on duty in excess of their normal workday, the employee shall be allowed to adjust the workday 5 during the following twenty-four (24)-hour period to allow for adequate rest and recuperation, or to 6 use one (1) to eight (8) hours of compensatory time. Schedule adjustments and use of compensatory 7 time shall be subject to the approval of the division manager/designee, and shall be assigned in 8 accordance with 29 U.S.C. 207(o) as amended.

9

ARTICLE 10: MISCELLANEOUS

Section 10.1. <u>Negotiations</u>. Up to two (2) Regular employees who are elected to serve on
the Union negotiating committee shall be allowed time off from duty to attend negotiating meetings
with the County without a loss of regular pay when negotiations occur during their regular hours of
work.

Section 10.2. <u>Union Representation</u>. The King County Sheriff's Office shall afford the
Union representative a reasonable amount of time while on on-duty status to consult with appropriate
management officials and/or aggrieved employees, provided that the Union representative and/or
aggrieved employees contact the division manager or designee, indicate the general nature of the
business to be conducted, and request necessary time without undue interference with assignment
duties. The Union representative shall guard against use of excessive time in handling such
responsibilities.

21 Section 10.3. <u>Personal Property</u>. Employees who, in the line of duty, suffer a loss of or 22 damage to their essential personal property while using required protective clothing as appropriate, 23 will have the lost or damaged item repaired or replaced at County expense. Replacement or repair of 24 non-essential personal property shall not exceed three hundred-fifty dollars (\$300) per occurrence, 25 provided that the employee can establish the value of the lost or damaged item to the satisfaction of 26 the division manager/designee. Where possible, the essential and/or non-essential personal property 27 item(s) shall be presented to the division manager/designee as documentation of the need for 28 replacement or repair.

Section 10.4. <u>Personnel Files</u>. Employees shall have the right to examine their personal
 history file upon request, during normal business hours.

Section 10.5. <u>Uniforms and Equipment</u>. Employees shall be responsible for required
uniforms and equipment issued by the County. Upon presentation by the employee to the division
manager/designee of evidence, including the item itself, demonstrating the need for replacement, the
division manager/designee may issue a replacement item. The County will provide uniforms only to
the Investigations Unit. Further, the County will provide employees with all required safety
equipment. The list of required uniform items and required safety equipment will be provided to the
Union by the King County Sheriff's Office and updated when changes are made.

Section 10.6. <u>Vehicles</u>. Employees assigned as Fire Investigators shall be authorized the use
of an assigned County vehicle while on a standby status in accordance with the King County
Sheriff's Office policy. The County agrees to give notice to the Union prior to any changes and
agrees to negotiate the effects of the changes if the Union requests.

Section 10.7. <u>Probationary Period</u>. All newly hired and promoted employees must serve a
probationary period of six (6) months unless extended by the King County Sheriff. As permitted by
law, probationary periods will be automatically extended when an employee is absent from work, or
unable to perform the essential functions of the job, for ten (10) work days or more. The parties
recognize that the probationary period is an extension of the hiring process.

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ARTICLE 11: GRIEVANCE ELIGIBILITY AND DISPUTE RESOLUTION

Section 11.1. <u>Unfair Labor Practice.</u> The County and the Union agree that thirty (30)
calendar days prior to filing a ULP complaint with PERC, the complaining party will notify the other
party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for
filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining
order as relief for the alleged Unfair Labor Practice.

25 Section 11.2. <u>Probationary Employees</u>. The provisions of CLA Article 26 will not apply to
26 employees if they are discharged during their initial probationary period or are demoted during the
27 promotional probationary period for not meeting the requirements of the classification. Grievances
28 brought by probationary employees involving issues other than discharge or demotion may be

1 processed in accordance with CLA Article 26.

Section 11.3. <u>Temporary Employees</u>. Provisional, term-limited temporary and temporary
employees are not eligible to grieve discipline or discharge under this CLA Article 26.

4 ARTICLE 12: WORK STOPPAGE AND EMPLOYER PROTECTIONS

5 Section 12.1. The County and the Union agree that the public interest requires efficient and 6 uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or 7 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone 8 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned 9 duties, sick leave absence which is not bona fide, or other interference with County functions by 10 employees under this Agreement and should same occur, the Union agrees to take appropriate steps 11 to end such interference. Any concerted action by any employees in any bargaining unit shall be 12 deemed a work stoppage if any of the above activities have occurred.

Section 12.2. Upon notification in writing by the County to the Union that any of its
members are engaged in a work stoppage, the Union shall immediately, in writing, order such
members to immediately cease engaging in such work stoppage and provide the County with a copy
of such order. In addition, if requested by the County, a responsible official of the Union shall
publicly order such Union employees to cease engaging in such a work stoppage.

18 Section 12.3. Any employee who commits any act prohibited in this Article will be subject to
19 the following action or penalties:

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1. Discharge.

2. Suspension or other disciplinary action as may be applicable to such employee.

22 ARTICLE 13: REDUCTION IN FORCE

Section 13.1. Regular and probationary employees covered by this Agreement who are laid
off as a result of a reduction in force shall be laid off according to seniority within the bargaining unit
and classification, with the employee with the least time being the first laid off. An employee who is
rehired or reinstated after a break in service due to a voluntary resignation will accrue bargaining unit
seniority only from their most recent date-of-hire or reinstatement. In the event there are two or more
employees eligible for layoff within the bargaining unit with the same seniority, the division manager

will determine the order of layoff based on employee performance, provided: No regular or
 probationary employee shall be laid off while there are term-limited temporary or provisional
 employees serving in a position for which the regular or probationary employee is eligible and
 available.

Section 13.2. In lieu of layoff, a regular or probationary employee may request, and shall be
granted, demotion to a position in a lower classification within the bargaining unit, thereby filling the
position (i.e., bumping) held by the employee with the least seniority in the lower classification;
provided that the employee requesting demotion (i.e., exercising their right to bump) has more
seniority in the bargaining unit than the employee who is being bumped.

Section 13.3. Employees who are not performing in a satisfactory manner at the time of
layoff and who have been notified via the regularly scheduled King County Sheriff's Office
evaluation of such unsatisfactory service prior to the announcement of a layoff, will lose the benefit
of their seniority for layoff purposes, i.e., unsatisfactory employees will drop to the bottom of the
seniority list regardless of their length of service. Evidence of unsatisfactory service will be an
overall rating of less than satisfactory on the most recent regularly scheduled King County Sheriff's
Office evaluation whether justified by grade or comment.

17 Section 13.4. The names of laid off employees will be placed in inverse order of layoff on a
18 re-employment list for the classification previously occupied. The re-employment list will remain in
19 effect for a maximum of two (2) years or until all laid off employees are re-hired, whichever occurs
20 first.

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ARTICLE 14: WAIVER CLAUSE

Section 14.1. Waivers. The parties acknowledge that each has had the unlimited right within
the law and the opportunity to make demands and proposals with respect to any matter deemed a
proper subject for collective bargaining. The results of the exercise of that right and opportunity are
set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
not referred to or covered in this Agreement.

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Section 14.2. Modification. Should the parties agree to amend or supplement the terms of

this Agreement, such amendments or supplements shall be in writing and effective when signed by
 the parties.

3 ARTICLE 15: TRANSFERS

4 Section 15.1. <u>Intent.</u> Regular employees may submit written requests for transfer or
5 reassignment within the division. Such requests shall be given full consideration by the division
6 manager/designee.

7 Section 15.2. <u>Lateral Transfer</u>. Regular employees covered by this Agreement shall be
8 given the opportunity to be considered for lateral transfer within their respective classifications if a
9 vacant position exists. Such lateral transfer shall be accomplished pursuant to the following:

A. Notification of the vacancy shall be provided to all bargaining unit employees
within the classifications who are eligible for lateral transfer consideration.

B. Eligible employees applying for a lateral transfer shall be interviewed by the
appointing authority or designee.

14 C. If none of the eligible employees are selected for lateral transfer, the position will
15 be filled through the competitive examination process.

16 Section 15.3. <u>Involuntary Transfer</u>. When an employee is transferred or reassigned
17 involuntarily and such transfer or reassignment produces significant hardship on the employee or the
18 employee's family due to excess travel time, expense, or other factors, the division will give full
19 consideration to these factors and respond to viable alternatives proposed by the employee or the
20 Union with written justification for the transfer.

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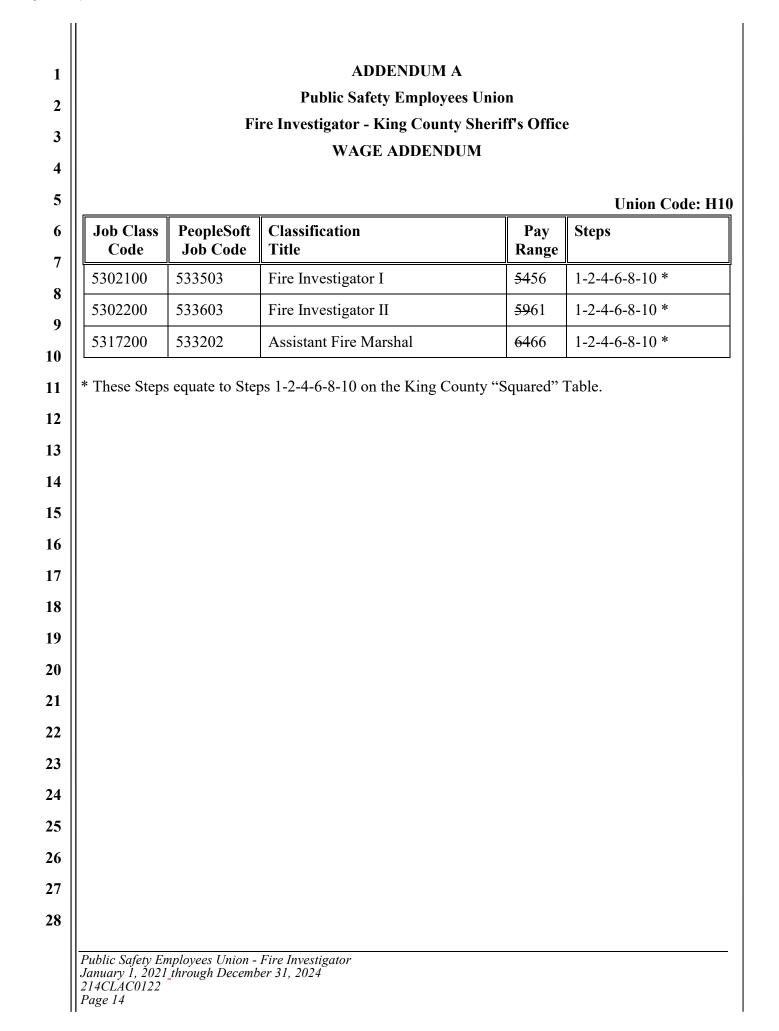
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For the Union: -DocuSigned by: Dustin Frederick A8D839F33F3042B... Dustin N. Frederick **Business Manager** Public Safety Employees For King County: DocuSigned by: \geq Angela Marshall Interim Deputy Director Office of Labor Relations Public Safety Employees Union - Fire Investigator January 1, 2021 through December 31, 2024 214CLAC0122

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1	ADDENDUM B				
2	TRANSITION TO BIWEEKLY PAY				
3 4	1. As provided for in the Agreement, Section 3.4, the County is entitled to implement a biweekly payroll schedule for employees now represented by the Union.				
5 6	2. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.				
7	3. The transition paycheck will be a payment of earnings for time worked after the close of				
8 9	the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established				
9 10	for such designation.				
11	4. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3)				
12 13	months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.5. If an employee separates from County service prior to returning the full transition check				
14	amount, the remaining amount will be due and payable on the last day of that employee's County				
15 16	employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition				
17	check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan				
18 19	acceptable to the County.				
20	6. The County agrees to provide briefings on the progress of the transition to Union representatives at least once a month in the three (3) months preceding the transition and to provide				
21	ongoing information to employees as the transition plan approaches implementation.				
22 23	7. The Union acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.				
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	Public Safety Employees Union - Fire Investigator January 1, 2021_through December 31, 2024 214CLAC0122 Page 15				

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Interim Deputy Director OLR

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Signature

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Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	7/10/2022 11:01:24 AM		
Certified Delivered	Security Checked	7/14/2022 1:59:46 PM		
Signing Complete	Security Checked	7/14/2022 2:00:01 PM		
Completed	Security Checked	7/14/2022 2:00:01 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: bmcconnaughey@kingcounty.gov

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

To advise King County Sub Account - Office of Labor Relations of your new email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.