

**Coalition Labor Agreement (CLA) - Appendix for 214  
Agreement Between King County  
And  
Public Safety Employees Union  
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.

5 **ARTICLE 1: PURPOSE, LMC, AND APPLICATION OF CLA**

6 **Section 1.1. Purpose.** 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.

14 **Section 1.2. Labor-Management Committee.**

15 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  
26 Investigation Unit.

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

28 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. Bargaining Unit Roster.** 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,

1 as appropriate. However, the parties agree that the County retains the right to implement any changes  
2 to policies or practices, after discussion with the Union that does not require statutory resolution or  
3 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.

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

12 **Section 3.5.** The parties have fully negotiated all bargaining obligations regarding King  
13 County Ordinance 18500 and King County Code 2.75. The parties further agree that the Employer  
14 has the right to create, develop, implement or modify policies and procedures for the Office of Law  
15 Enforcement consistent with County Ordinance 18500 and King County Code 2.75. The Union  
16 agrees to adopt the OLEO language that is adopted by ordinance or determined by an arbitrator  
17 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.

1           **Section 4.4.** Employees assigned to an alternative schedule, such as a 4/10 schedule, will  
2 receive no more than a maximum of eight (8) hours per holiday for a total of one hundred twelve  
3 (112) hours per year of holiday pay in any one (1) calendar year. Employees assigned to alternative  
4 work schedules that are not assigned to work a holiday may, at their discretion, use accrued vacation  
5 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.

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

13 **ARTICLE 6: GENERAL LEAVES**

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

16                   A. Employees requesting to use sick leave for this purpose shall submit such request  
17 in writing specifying the volunteer services to be performed.

18 **ARTICLE 7: WAGE RATES**

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

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

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

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

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

6 **Section 7.5. Certification Pay.** 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.

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

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

17 **ARTICLE 8: OVERTIME**

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

1           **Section 8.2. Meal and Rest Periods.** Pursuant to RCW 49.12.187, the County and the  
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-portion of a shift and rest periods at the mid-  
4 portion of each half of a shift, meal and rest periods may occur at different times or not at all due to  
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.

27           **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

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

12 **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. Alternate Schedules.** With the division manager's/designee's approval, work



1 schedules may be altered upon written request of the employee. Employees assigned as Investigators  
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**

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

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

21 **Section 10.3. Personal Property.** 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.

1           **Section 10.4. Personnel Files.** Employees shall have the right to examine their personal  
2 history file upon request, during normal business hours.

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

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

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

19 **ARTICLE 11: GRIEVANCE ELIGIBILITY AND DISPUTE RESOLUTION**

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

25           **Section 11.2. Probationary Employees.** 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.

2           **Section 11.3. Temporary Employees.** Provisional, term-limited temporary and temporary  
3 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.

13           **Section 12.2.** Upon notification in writing by the County to the Union that any of its  
14 members are engaged in a work stoppage, the Union shall immediately, in writing, order such  
15 members to immediately cease engaging in such work stoppage and provide the County with a copy  
16 of such order. In addition, if requested by the County, a responsible official of the Union shall  
17 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:

- 20                   1. Discharge.
- 21                   2. Suspension or other disciplinary action as may be applicable to such employee.

22 **ARTICLE 13: REDUCTION IN FORCE**

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

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

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

10 **Section 13.3.** Employees who are not performing in a satisfactory manner at the time of  
11 layoff and who have been notified via the regularly scheduled King County Sheriff's Office  
12 evaluation of such unsatisfactory service prior to the announcement of a layoff, will lose the benefit  
13 of their seniority for layoff purposes, i.e., unsatisfactory employees will drop to the bottom of the  
14 seniority list regardless of their length of service. Evidence of unsatisfactory service will be an  
15 overall rating of less than satisfactory on the most recent regularly scheduled King County Sheriff's  
16 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.

21 **ARTICLE 14: WAIVER CLAUSE**

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

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

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

3 **ARTICLE 15: TRANSFERS**

4 **Section 15.1. Intent.** 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. Lateral Transfer.** 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:

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

12 **B.** Eligible employees applying for a lateral transfer shall be interviewed by the  
13 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. Involuntary Transfer.** 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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For the Union:

DocuSigned by:  
*Dustin Frederick*  
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Dustin N. Frederick  
Business Manager  
Public Safety Employees

For King County:

DocuSigned by:  
*[Signature]*  
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Angela Marshall  
Interim Deputy Director  
Office of Labor Relations

**ADDENDUM A**  
**Public Safety Employees Union**  
**Fire Investigator - King County Sheriff's Office**  
**WAGE ADDENDUM**

**Union Code: H10**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range</b>	<b>Steps</b>
5302100	533503	Fire Investigator I	5456	1-2-4-6-8-10 *
5302200	533603	Fire Investigator II	5961	1-2-4-6-8-10 *
5317200	533202	Assistant Fire Marshal	6466	1-2-4-6-8-10 *

\* These Steps equate to Steps 1-2-4-6-8-10 on the King County "Squared" Table.

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**ADDENDUM B**

**TRANSITION TO BIWEEKLY PAY**

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4 1. As provided for in the Agreement, Section 3.4, the County is entitled to implement a  
5 biweekly payroll schedule for employees now represented by the Union.

6 2. To assist the employees during the transition period, employees may elect to receive a  
7 transition paycheck in an amount equivalent to one (1) week of the requesting employee’s base wage.

8 3. The transition paycheck will be a payment of earnings for time worked after the close of  
9 the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the  
10 transition check must request it on the designated form by no later than the cut-off to be established  
11 for such designation.

12 4. Employees who elect to receive the transition check must designate a repayment schedule;  
13 the options are to refund the County in equal deductions from future paychecks over either three (3)  
14 months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.

15 5. If an employee separates from County service prior to returning the full transition check  
16 amount, the remaining amount will be due and payable on the last day of that employee’s County  
17 employment. The remainder may be deducted from the employee’s final paycheck. If the amount of  
18 the final paycheck is insufficient to recover the remainder of the funds advanced in the transition  
19 check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck  
20 and vacation payout are insufficient, the employee will be required to agree to a repayment plan  
21 acceptable to the County.

22 6. The County agrees to provide briefings on the progress of the transition to Union  
23 representatives at least once a month in the three (3) months preceding the transition and to provide  
24 ongoing information to employees as the transition plan approaches implementation.

25 7. The Union acknowledges that the County has fulfilled its obligation to bargain the effects  
26 of implementation of the biweekly pay with the execution of this Agreement.  
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