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**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 the Public Safety Employees Union (PSEU or Union), the terms
3 of which have been negotiated in good faith. This Agreement shall be subject to approval by
4 Ordinance of the County Council of King County, Washington.

5 **ARTICLE 1: PURPOSE, JLMC, 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. Joint 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 Fire
26 Investigation Unit (FIU).

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 2: UNION RECOGNITION AND ROSTER**

7 **Section 2.1.** The County recognizes the Union as representing all employees whose job
8 classifications are listed in Addendum A.

9 **ARTICLE 3: RIGHTS OF MANAGEMENT**

10 **Section 3.1.** It is recognized that the County retains the right to manage the affairs of the
11 County and to direct the workforce. Such functions of the County include, but are not limited to,
12 determining the mission, budget, organization, number of employees, and internal security practices
13 of the King County Sheriff’s Office; recruiting, examining, evaluating, promoting, training,
14 transferring employees of its choosing, and determining the time and methods of such action;
15 disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and
16 directing the work force; establishing or changing the organizational structure of KCSO and who the
17 FIU reports to; developing and modifying class specifications; determining the method, materials,
18 and tools to accomplish the work; designating duty stations and assigning employees to those duty
19 stations; establishing reasonable work rules; and assigning the hours of work and taking whatever
20 actions may be necessary to carry out the County and/or King County Sheriff’s Office mission in
21 case of emergency. When a transfer is used as a disciplinary sanction, it shall be subject to the
22 grievance procedure and just cause provisions of CLA Article 26 and CLA Article 27.

23 **Section 3.2.** In prescribing policies and procedures relating to personnel and practices, and to
24 the conditions of employment, the County will comply with state law to negotiate or meet and confer,
25 as appropriate. However, the parties agree that the County retains the right to implement any changes
26 to policies or practices, after discussion with the Union that does not require statutory resolution or
27 modification to the collective bargaining agreement.

28 **Section 3.3.** All of the functions, rights, powers, and authority of the County not specifically

1 abridged, deleted, or modified by the Agreement are recognized by the Union as being retained by
2 the County.

3 **Section 3.4.** The parties have fully negotiated all bargaining obligations regarding King
4 County Ordinance 18500 and King County Code 2.75. The parties further agree that the Employer
5 has the right to create, develop, implement or modify policies and procedures for the Office of Law
6 Enforcement Oversight (OLEO) consistent with County Ordinance 18500 and King County Code
7 2.75. The Union agrees to adopt the OLEO language that is adopted by ordinance of the King County
8 Council, or otherwise agreed to or determined by an arbitrator pursuant to RCW 41.56.450 for the
9 King County Police Officers Guild (KCPOG) Collective Bargaining Agreement (CBA). To ensure
10 conformity and consistency, the Union agrees to the provisions and changes, if any, to the Office of
11 Law Enforcement Oversight Article of the KCPOG CBA.

12 **Section 3.5.** The parties agree that KCSO has the right to implement an updated Early
13 Intervention System consistent with the mutual goal of providing a tool to supervisors to identify and
14 assist employees in maintaining acceptable performance. To ensure conformity and consistency, the
15 Union agrees to the provisions and changes to the Early Intervention Systems Article, if any, pursuant
16 to the KCPOG CBA.

17 **ARTICLE 4: HOLIDAYS**

18 **Section 4.1.** Holidays are as provided under CLA Article 10 with the following additional
19 sections.

20 **A.** If approved by the division manager/designee, an employee on standby on a day of
21 observance shall be allowed to switch a holiday with a regular workday.

22 **B.** Holiday pay for regular, probationary, provisional and term-limited temporary
23 employees who work a part-time schedule will be pro-rated to reflect their normally scheduled
24 workday.

25 **ARTICLE 5: VACATION LEAVE USAGE**

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

28 **Section 5.2.** The Division Chief/designee shall be responsible for establishing a vacation

1 schedule in such a manner as to achieve the most efficient functioning of the division.

2 **Section 5.3.** Hourly employees may use vacation in quarter hour increments, at the discretion
3 of the Division Chief/designee.

4 **ARTICLE 6: WAGE RATES**

5 **Section 6.1. General Wage Increases or Cost-of-Living-Adjustments.** All wage rates in
6 effect for the classifications listed in Addendum A will receive general wage increases or cost-of-
7 living-adjustments in accordance with the CLA.

8 **Section 6.2. Promotion.** Any regular employee promoted from one classification to another,
9 where such promotion results in that employee entering a higher pay range, shall enter the pay range
10 at a minimum of five percent (5%) over the salary received prior to the promotion, but not in excess
11 of the top step in the new pay range.

12 **Section 6.3. Step Increases.** Employees covered by this agreement who start at Step 1, shall
13 automatically advance from Step 1 to Step 2 upon successful completion of probation. Advancement
14 to the next step following successful completion of probation is at management’s discretion if the
15 employee is hired above Step 1. Thereafter on each January 1st, provided the employee was off
16 probation on or before the preceding September 30th, the employee will receive a step increase
17 according to the wage addendum until they have reached the top step of their range.

18 **Section 6.4.** Upon the recommendation of the Division Chief/designee, newly hired or
19 promoted employees may be hired in at a step above Step 1 if the candidate’s training and experience
20 warrants such.

21 **Section 6.5. Certification Pay.** An employee who is a member of the bargaining unit
22 holding a valid Certified Fire Investigator certificate from IFSAC or NAFI will be paid \$100 per
23 month. No employee shall be paid more than \$100 per month regardless of the number or types of
24 certifications held, except as described below.

25 An employee who is a member of the bargaining unit holding a valid Certified Fire
26 Investigator certificate from IAAI will be paid \$100 per month in addition to any certification pay for
27 an IFSAC or NAFI certification.

28 **Section 6.6. Education Incentive Pay.** Employees are eligible for Education Incentive Pay

1 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

7 **Section 6.7. Training Pay.** Management has the right to assign, in writing, an employee to
 8 train other employees. When an employee is assigned to train another employee one-on-one, such
 9 trainer employee will be paid five percent above their base hourly rate of pay for each hour spent
 10 training. Training conducted while on overtime shall be for actual hours spent training, irrespective of
 11 call out minimums. No more than one employee at a time may receive training pay for the same
 12 trainee.

13 **ARTICLE 7: OVERTIME**

14 **Section 7.1.** Contractual daily overtime shall be paid to employees who work more than their
 15 regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime
 16 Rate in effect at the time the overtime work is performed. Contractual weekly overtime shall be paid
 17 to employees for all hours worked in excess of 40hours per FLSA workweek at the Contractual
 18 Overtime Rate in effect at the time the overtime work is performed. The Contractual Overtime Rate
 19 for each overtime hour worked shall be one and one-half times the combined amount of the
 20 employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable
 21 hourly pay premiums in effect at the time the overtime is worked that are contractually required to be
 22 included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA)
 23 requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher
 24 rate of pay pursuant to the FLSA.

25 **Section 7.2. Meal and Rest Periods.** Pursuant to RCW 49.12.187, the County and the
 26 Union agree to specifically supersede in total the State provisions regarding meal and rest periods.
 27 While KCSO will try to provide a meal period at the mid-potion of a shift and rest periods at the mid-
 28

1 portion of each half of a shift, meal and rest periods may occur at different times or not at all due to
 2 work requirements.

3 **Section 7.3. After Hours Support.** After Hours Support is off duty time during which
 4 hourly employees may be required to be on standby ready and able to report to work, called-out to
 5 report back to their workplace, or technical call out to work remotely through technological means
 6 and is not required to report back to the workplace.

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

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

23 **C. Technical Call Out.** Employees will be paid a ten-minute minimum or the actual
 24 number of minutes worked, whichever is greater, at the contractual overtime rate of pay. Subsequent
 25 call outs within the same ten-minute period will not receive additional compensation until after that
 26 period has expired.

27 **Section 7.4.** All overtime shall be authorized by the Division Chief/designee in writing.

28 **Section 7.5. Emergency Work.** Emergency work at other than normal scheduled working

1 hours, or special scheduled working hours not enumerated above, shall be credited as such. This
2 unscheduled and emergency overtime will be compensated as overtime pursuant to Article 7.1, and in
3 the event this overtime work is accomplished prior to the normal working hours and the employee
4 subsequently works their regular shift, the employee's regular shift shall be compensated at regular
5 time.

6 **Section 7.6. Compensatory Time.** Employees may take compensatory time in lieu of
7 overtime in accordance with the Personnel Guidelines.

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

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

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

15 **ARTICLE 8: HOURS OF WORK**

16 **Section 8.1. Work Hours.** The working hours under this Agreement shall be the equivalent
17 of 40hours per week.

18 **Section 8.2. Work Schedules.** The establishment of reasonable work schedules, locations
19 and starting times is vested solely within the purview of the Division Chief/designee and may be
20 changed from time to time provided a two week prior notice of change is given, except in those
21 circumstances over which the division cannot exercise control. In the exercise of this prerogative, the
22 Division Chief/designee will establish schedules and/or locations to meet the dictates of the
23 workload, however, nothing contained herein will permit split shifts.

24 **Section 8.3. Alternate Schedules.** With the Division Chief's/designee's approval, work
25 schedules may be altered upon written request of the employee. Employees assigned as Investigators
26 shall be allowed, at their discretion, to adjust their work hours during the twenty-four (24)-hour
27 period following the investigation of a fire. If the investigation of a fire requires an employee to be
28 on duty in excess of their normal workday, the employee shall be allowed to adjust the workday

1 during the following twenty-four (24)-hour period to allow for adequate rest and recuperation, or to
2 use one to eight hours of compensatory time. Schedule adjustments and use of compensatory time
3 shall be subject to the approval of the Division Chief/designee, and shall be assigned in accordance
4 with 29 U.S.C. 207(o) as amended.

5 **ARTICLE 9: MISCELLANEOUS**

6 **Section 9.1. Negotiations.** Up to two bargaining unit members who are elected to serve on
7 the Union negotiating committee shall be allowed time off from duty to attend negotiating meetings
8 with the County without a loss of regular pay when negotiations occur during their regular hours of
9 work. Negotiating committee members will not be compensated for bargaining session time or
10 preparation work that occurs outside of their normally scheduled work hours and release time will not
11 be provided for Union scheduled preparation meetings.

12 **Section 9.2. Union Representation.** The King County Sheriff's Office shall afford the
13 Union representative a reasonable amount of time while on on-duty status to consult with appropriate
14 management officials and/or aggrieved employees, provided that the Union representative and/or
15 aggrieved employees contact the division manager or designee, indicate the general nature of the
16 business to be conducted, and request necessary time without undue interference with assignment
17 duties. The Union representative shall guard against use of excessive time in handling such
18 responsibilities.

19 **Section 9.3. Personal Property.** Employees who suffer a loss or damage, in the line of duty,
20 to personal property and/or clothing, will have same repaired or replaced at KCSO expense provided,
21 however, that reimbursement for non-essential personal items (e.g., watch, ring, necklace, etc.) shall
22 be limited to \$300 per incident, except in the case of prescription eyeglasses (frames & lenses) the
23 amount shall be limited to \$500 per incident. Nothing herein shall be construed so as to lessen the
24 County's responsibilities under the Risk Management Ordinance for items not covered in this section.

25 **Section 9.4. Personnel Files.** Employees shall have the right to examine their personal
26 history file upon request, during normal business hours.

27 **Section 9.5. Uniforms and Equipment.** Employees shall be responsible for required
28 uniforms and equipment issued by the County. Upon presentation by the employee to the Division

1 Chief/designee of evidence, including the item itself, demonstrating the need for replacement, the
 2 Division Chief/designee may issue a replacement item. Further, the County will provide employees
 3 with all required safety equipment. The list of required uniform items and required safety equipment
 4 will be documented in King County Sheriff’s Office Standard Operating Procedures (SOPs) and
 5 provided to the Union when updated or changes are made.

6 **Section 9.6. Vehicles.** Employees assigned as Fire Investigators shall be authorized the use
 7 of an assigned County vehicle while on a standby status in accordance with the King County
 8 Sheriff’s Office policy. The County agrees to give notice to the Union prior to any changes and
 9 agrees to negotiate the effects of the changes if the Union requests.

10 **Section 9.7. Probationary Period.** All newly hired and promoted employees must serve a
 11 probationary period of six months unless extended by the King County Sheriff’s Office. As
 12 permitted by law, probationary periods will be automatically extended when an employee is absent
 13 from work, or unable to perform the essential functions of the job, for ten workdays or more. The
 14 parties recognize that the probationary period is an extension of the hiring process.

15 **Section 9.8. On-Duty Wellness Program.** The General Orders Manual 2.20.015(6) “On-
 16 duty Wellness Program” shall apply to members of the bargaining unit, as amended, in the same
 17 manner as it is applied to Deputies, subject to the following modification. Use shall be limited to two
 18 hours per work week, with no more than one hour per workday.

19 **ARTICLE 10: GRIEVANCE ELIGIBILITY AND DISPUTE RESOLUTION**

20 **Section 10.1. Unfair Labor Practice (ULP).** The County and the Union agree that 30
 21 calendar days prior to filing a ULP complaint with the Public Employment Relations Commission
 22 (PERC), the complaining party will notify the other party, in writing, meet, and make a good faith
 23 attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the
 24 complaining party is seeking a temporary restraining order as relief for the alleged ULP.

25 **Section 10.2. Probationary Employees.** The grievance provisions of CLA Article 26 will
 26 not apply to employees if they are discharged during their initial probationary period or are demoted
 27 during the promotional probationary period for not meeting the requirements of the classification.
 28 Grievances brought by probationary employees involving issues other than discharge or demotion

1 may be processed in accordance with CLA Article 26.

2 **Section 10.3. Temporary Employees.** Provisional, term-limited temporary and temporary
3 employees are not eligible to grieve discipline or discharge under CLA Article 26.

4 **ARTICLE 11: WORK STOPPAGE AND EMPLOYER PROTECTIONS**

5 **Section 11.1.** 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 11.2.** Upon notification in writing by the County to the Union that any of its
14 bargaining unit members are engaged in a work stoppage, the Union shall immediately, in writing,
15 order such members to immediately cease engaging in such work stoppage and provide the County
16 with a copy of such order. In addition, if requested by the County, a responsible official of the Union
17 shall publicly order such members to cease engaging in a work stoppage.

18 **Section 11.3.** Any employee who commits any act prohibited in this Article will be subject to
19 the following action or penalties:

20 A. Discharge.

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

22 **ARTICLE 12: REDUCTION IN FORCE**

23 **Section 12.1.** 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

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

5 **Section 12.2.** 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 12.3.** 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 12.4.** 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 years or until all laid off employees are re-hired, whichever occurs first.

20 **ARTICLE 13: TRANSFERS**

21 **Section 13.1. Intent.** Regular employees may submit written requests for transfer or
22 reassignment within the division. Such requests shall be given full consideration by the division
23 manager/designee.

24 **Section 13.2. Lateral Transfer.** Regular employees covered by this Agreement shall be
25 given the opportunity to be considered for lateral transfers within their respective classifications if a
26 vacant position exists. Such lateral transfer shall be accomplished pursuant to the following:

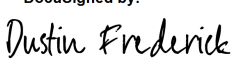
27 **A.** Notification of the vacancy shall be provided to all bargaining unit employees
28 within the classifications who are eligible for lateral transfer consideration.

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


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

5 Section 13.3. **Involuntary Transfer.** When an employee is transferred or reassigned
6 involuntarily and such transfer or reassignment produces significant hardship on the employee or the
7 employee’s family due to excess travel time, expense, or other factors, the division will give full
8 consideration to these factors and respond to viable alternatives proposed by the employee or the
9 Union with written justification for the transfer.

10
11 For Public Safety Employees Union:

12 DocuSigned by:
13 
14 Dustin N. Frederick
15 Business Manager

16
17
18 For King County:

19 DocuSigned by:
20 
21 Sasha P. Alessi
22 Labor Relations Manager
23 King County Executive Office

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

Union Code: H10

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
5302100	533503	Fire Investigator I	56	1-2-4-6-8-10 *
5302200	533603	Fire Investigator II	61	1-2-4-6-8-10 *
5317200	533202	Assistant Fire Marshal	66	1-2-4-6-8-10 *

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