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**Coalition Labor Agreement (CLA) Appendix for 040
Agreement Between King County
And
PROTEC17**

Departments: Executive Services (Facilities Management Division, Finance and Business Operations Division, Airport, Records And Licensing Services), Natural Resources & Parks (Director’s Office, Parks, Water and Land Resources Division, Solid Waste Division), and Local Services (Permitting and Roads)

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PROTEC17 - Departments: Executive Services (FMD, FBOD, Airport, RALS), Natural Resources & Parks (DO, Parks,

1 These Articles, along with the Coalition Labor Agreement (CLA), constitute an agreement, the terms
2 of which have been negotiated in good faith, between King County (County) and PROTEC17
3 (Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County
4 Council of King County, Washington (Council).

5
6 **ARTICLE 1: PURPOSE, LMC**

7 **1.1. Purpose:** The intent and purpose of this Agreement is to promote the continued
8 improvement of the relationship between the County and its employees and to set forth the wages,
9 hours, and other working conditions of such employees.

10 **1.2. Labor-Management Committee (LMC):** The parties shall convene a bargaining unit
11 wide Labor-Management Committee meeting whenever they jointly agree that such a meeting is
12 desirable.

13
14 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

15 The Coalition Labor Agreement (CLA) shall apply to the individual bargaining unit’s
16 employees as follows:

17 Section 2.1 – The Preamble in its entirety

18 Section 2.2 – All CLA superseding and non-superseding provisions unless otherwise noted in
19 this appendix or in the CLA Section 2.3 – For ease of reference, the following provisions, which were
20 previously listed in this Appendix, are covered in their entirety by the CLA:

- 21 • After Hours Support – pursuant to CLA Article 43
- 22 • Bereavement – pursuant to CLA Article 8
- 23 • Boot Allowance – pursuant to CLA Article 42
- 24 • Bulletin Board – pursuant to CLA Article 23
- 25 • Contracting Work- pursuant to CLA Article 16
- 26 • Dispute Resolution and Grievance Procedure – pursuant to CLA Article 26 and
27 27
- 28 • Donated Leaves – pursuant to CLA Article 6
- Duration – pursuant to CLA Article 41

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- Electronic Mail – pursuant to CLA Article 23
- Employee Rights – pursuant to CLA Article 27
- Holidays – pursuant to CLA Article 10 and Addendum Article 4
- Jury Duty – pursuant to CLA Article 5
- Medical, Dental and Life Insurance –pursuant to CLA Article 25
- Military Leave – pursuant to CLA Article 2
- Paid Leaves – pursuant to CLA Articles 4, 5, 6, 8, 11 and Appendix Article 8
- Reclassification – pursuant to CLA Article 14
- Sick Leave – pursuant to CLA Articles 7, 11, 31, 36, and Appendix Article 7
- Special Duty – pursuant to CLA Article 15
- Temporary Employees – pursuant to CLA Article 17 and Appendix Article 13
- Total Compensation – pursuant to CLA Article 29
- Union Leave – pursuant to CLA Article 22
- Vacation- pursuant to CLA Articles 9, 32, and Appendix Article 7
- Vehicles – pursuant to CLA Article 24 and Appendix Article 11
- Volunteer Service – pursuant to CLA Article 4
- Work Out of Class – pursuant to CLA Article 33

ARTICLE 3: UNION RECOGNITION AND LIST

3.1. The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, provisional, temporary and term-limited temporary employees in DES (FMD, FBOD, Airport, RALS), DNRP (DO, Parks, SWD, WLRD) and DLS (Permitting and Roads) whose job classifications are listed in the attached Addendum “A”. In recognizing the Union as the exclusive bargaining representative, the County agrees that it will not affect any change in the mandatory subjects of bargaining including but not limited to working conditions, wages, or fringe benefits except by mutual agreement with the Union or in accordance with this Agreement or in accordance with RCW 41.56.

3.2. The County will transmit to the Union, upon written request but not to exceed twice a year, a current listing of all employees in the bargaining units. Such list shall indicate the name of the

28 employee, position status, job classification, bargaining unit seniority date, department and/or unit.

ARTICLE 4: GENERAL PROVISIONS

4.1. Rights of Management: It is recognized that the County retains the right to manage the affairs of the County and to direct the work force. Such functions of the County include, but are not limited to, determining the mission, budget, organization, number of employees, and internal security practices of the Department; recruiting, examining, evaluating, promoting, training, transferring employees, and determining the time and methods of such action; disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and directing the work force; developing and modifying class specifications; determining the method, materials, and tools to accomplish the work; designating duty stations and assigning employees to those duty stations; establishing reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to carry out the Department’s mission in case of emergency.

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

4.2.1. Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without authorized leave and shall be considered to have resigned.

4.2.2. No represented employee of this bargaining unit shall be required to cross a legal picket line sanctioned by the King County Labor Council (this section does not apply to informational pickets). This section shall not apply in situations that pose an imminent threat to structures or human health and/or safety. An employee encountering a picket line during the course of their duties shall contact their supervisor for work instructions.

4.3. Waiver Clause: The parties acknowledge that each has had the unlimited right within

1 the law and the opportunity to make demands and proposals with respect to any matter deemed a
2 proper subject for collective bargaining. The results of this exercise of that right and opportunity are
3 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
4 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
5 not specifically referred to or covered in this Agreement. However, if the parties agree to bargain
6 during the term of this Agreement, amendments and modifications to this Agreement may be made
7 by mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject
8 to the Union’s internal constitutional processes.

9 **4.4. Training:** The County recognizes the mutual benefit to be attained by affording training
10 opportunities to employees and shall provide information and access to training opportunities for its
11 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
12 limited to, the overall objectives of encouraging and motivating employees to improve their personal
13 capabilities in performance of specific tasks. All employees shall have equal access to training
14 opportunities.

15 **4.5. Drug Free Workplace:** The Union agrees to comply with all applicable Federal, State
16 and County regulations and ordinances with regard to the drug free workplace.

17 **4.6. Performance Evaluations:** The purpose of an annual performance evaluation shall be
18 to notify employees of performance expectations and of the supervisor’s evaluation of the employee’s
19 performance relative to those expectations. Any employee submitted documentation in relation to the
20 performance evaluation will be maintained as a permanent addendum to the performance evaluation.

21 Performance evaluations shall not be used for discipline, however they may be used to show
22 that an employee has been notified of any concerns regarding their performance.

23 An employee may appeal a performance evaluation consistent with the Performance
24 Evaluation article of the 2005 King County Personnel Guidelines. Section 15.3 of the 2005
25 Guidelines specifically states:

26 “Appeal of a Regular Employee Performance Appraisal

27 A. Within five working days after a copy of the performance appraisal form is given
28 to the employee, the employee may request additional review and consideration by their Division

1 Director (or, where the employee’s supervisor is the Division Director, the Department Director).

2 The employee should prepare a written request, which includes the following elements:

- 3 • Identify the appraisal by date, the name of the evaluator, and the date the appraisal
- 4 was received.
- 5 • Specify the ratings or comments that the employee believes are incorrect.
- 6 • State the ratings or comments the employee believes should be made on the
- 7 appraisal.
- 8 • Give facts substantiating each change requested.
- 9 • Keep a copy of the written request and send the original to the Division (or
- 10 Department) Director.

11 **B.** Upon receiving the request, the Division (or Department) Director will have 15
12 calendar days to meet with the employee. The Division (or Department) Director will either sustain
13 or change the performance appraisal and notify the employee of the decision in writing. In case of a
14 change to the appraisal, a copy of the revised appraisal is to be included with the decision.

15 **C.** In the event that the issue is not resolved by the Division Director, the employee
16 may, within 15 calendar days of the meeting with the Division Director, meet with the Department
17 Director, who will notify the employee of the decision in writing. The Department Director’s
18 decision to sustain or change the performance appraisal will be final.”

19
20 **ARTICLE 5: HOLIDAY ADMINISTRATION**

21 **5.1.** Work performed on holidays shall be paid at one and one-half (1-1/2) times the base
22 hourly rate in addition to regular holiday pay.

23 **5.2.** The maximum compensation for holiday pay is eight (8) hours of base hourly rate of
24 straight-time pay and shall be prorated for part-time employees.

25
26 **ARTICLE 6: VACATION SCHEDULING**

27 **6.1.** The manager/designee shall be responsible for establishing a vacation schedule in such a
28 manner as to achieve the most efficient functioning of the division.

1 **6.2.** Employees may use approved vacation leave at the discretion of the manager/designee in
2 quarter (1/4) hour increments.

3
4 **ARTICLE 7: SICK LEAVE ADMINISTRATION**

5 **7.1.** Employees may use approved sick leave at the discretion of the manager/designee in
6 quarter (1/4) hour increments.

7 **7.2. Temporary Transfer:** If an employee requests intermittent leave or leave on a reduced
8 leave schedule under FML and/or PPL that is foreseeable based on planned medical treatment, the
9 manager/designee may require the employee to transfer temporarily to an available alternative
10 position for which the employee is qualified and that has equivalent pay and benefits and that better
11 accommodates recurring periods of leave than the regular position of the employee.

12 **7.3. Provider Certification:** The manager/designee and employee is responsible for the
13 proper administration of the sick leave benefit. Verification from a licensed health care provider may
14 be reasonably required to substantiate the health condition of the employee or family member for
15 leave requests, consistent with Washington State law.

16
17 **ARTICLE 8: EXECUTIVE LEAVE**

18 Fair Labor Standards Act exempt comprehensive leave-eligible employees represented by this
19 Agreement are expected to work the hours necessary to satisfactorily perform their jobs and may need
20 to work, on an on-going basis, in excess of the standard work schedule of other King County
21 employees. In recognition of this, the employees will receive a minimum of three (3) days of Executive
22 Leave during the calendar year and shall be eligible for a maximum of an additional seven (7) days of
23 Executive Leave per calendar year. Executive Leave will be determined pursuant to Executive Policy
24 PER 8-1-2, when authorized by the immediate supervisor. Executive Leave must be used in the payroll
25 year in which it was granted and cannot be carried over into the next payroll year or cashed out. This
26 provision shall not apply to those classifications/positions designated as FLSA Exempt Overtime
27 Eligible.

ARTICLE 9: PAY PRACTICES

9.1. Step Progression: Employees who are hired at step one (1) of the 10-step pay scale will advance to step two (2) after successful completion of the probationary period, but no sooner than six (6) months. Steps thereafter will consist of two (2) steps on the 10-step pay scale to be applied annually on the employee’s anniversary date or January 1 for those employees in FMD. Employees who are hired above step one (1) may advance to the next step (one step) after successful completion of probation, but no sooner than six (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps on the 10-step pay scale to be applied annually on the employee’s anniversary date or January 1 for employees in FMD.

9.2. Lead Compensation: The manager/designee shall appoint individuals in writing to lead worker positions consistent with the provisions of the 2005 King County Personnel Guidelines. An employee designated in writing as lead worker is eligible for additional compensation of five percent (5%) above the base hourly rate effective on the date of assignment. At such time as the lead worker designation is removed, the employee’s compensation reverts to their base hourly rate.

9.3. Promotions: Promotions will be conducted in accordance with the applicable Administrative Guidelines for Career Service. A regular employee promoted to a higher classification shall be placed at Step One or the salary step of the promotive classification as would constitute at least a four and one-half percent (4-1/2%) increase over the base hourly wage received prior to promotion, not to exceed the top step of the new salary range.

9.4. Overtime: The provisions of this section shall apply to hourly employees only. Except as otherwise provided in this article, hourly employees on a five (5) day workweek schedule shall be paid at the rate of time and one-half (1-1/2) of their base hourly rate for all hours worked in excess of eight (8) in one (1) day, exclusive of the lunch period, or forty (40) in one (1) FLSA workweek. Employees on a seven (7) hour per day schedule will receive straight time for work performed during the eighth (8th) hour and overtime paid when working in excess of eight (8) hours in one (1) day or forty (40) in one (1) FLSA workweek, exclusive of lunch period. Employees working full-time alternative workweeks will receive overtime for hours worked beyond their regular scheduled workday (minimum number of hours of the alternative scheduled workday must be at least eight (8)

1 hours), exclusive of the lunch period, or forty (40) in one (1) FLSA workweek. Employees working
2 a part-time schedule will receive overtime after forty (40) hours in one (1) FLSA workweek,
3 exclusive of lunch period.

4 **9.5** The contractual overtime rate for each overtime hour worked shall be one and one-
5 half times the combined amount of the employee's hourly base rate of pay and any applicable pay
6 premiums in effect at the time the overtime is worked (known as time and one half). If the FLSA
7 requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher
8 rate of pay pursuant to the FLSA.

9 **9.5.1.** All overtime shall be authorized or scheduled in advance by the
10 manager/designee in writing, except in emergencies. Work performed on Saturday and/or Sunday
11 are not overtime when it is a regular scheduled workday for the individual.

12 **9.5.2.** Emergency work at other than normally scheduled working hours, or special
13 scheduled working hours, shall be credited as such. This unscheduled and emergency overtime will
14 be compensated at the appropriate overtime rate and in the event this overtime work is accomplished
15 prior to the normal working hours and the employee subsequently works their regular shift, the hours
16 shall be compensated at regular time.

17 **9.5.3.** Authorized overtime shall be compensated in time periods of one-quarter (1/4)
18 hour. Where an employee works any portion of a one-quarter (1/4) hour time period, the employee
19 shall accrue contractual overtime as if they had worked the full one-quarter (1/4) hour.

20 **9.5.4.** For purposes of computing contractual overtime, all authorized time off, except
21 for the use of compensatory time, in a pay status shall be considered as time worked.

22 **9.5.5.** There shall be no practice of compensatory time off in lieu of overtime
23 compensation except by request from the employee and agreement by the manager/designee.
24 Compensatory time shall be earned at the rate of one and one half (1-1/2) times for each hour of
25 overtime worked. With mutual agreement, compensatory time may be earned as a mix of time off
26 and paid time (for example, one hour of straight time, one half-hour of compensatory time off).
27 Employees cannot have more than 80 hours of compensatory time any time. Any balance of
28 compensatory time hours at of the end of the pay period which includes December 31 shall be cashed

1 out, unless the employee has been approved to carryover no more than 40 hours of compensatory
2 time which must be used by March 31 or be cashed out.

3 **9.5.6.** All hours worked on a regular scheduled day off will be compensated as
4 contractual overtime providing the employee has been in pay status a minimum of forty (40) hours,
5 exclusive of overtime, in the workweek.

6 **9.6. Physical Call-Out:** A minimum of four (4) hours at the overtime rate shall be allowed
7 for each call-out where the employee is called and returns to a designated work site after completing
8 his/her regular shift and leaving the work site. Where such overtime exceeds four (4) hours, the
9 actual hour worked shall be allowed at overtime rates. This shall include travel time from the
10 employee's residence to the designated work site or place of assignment. Scheduled non-workdays
11 are not subject to call-out pay when the employee is scheduled for overtime work.

12 **9.6.1. Technological Call-Out (TCO):** A TCO is where an employee is called to
13 return to duty and performs those duties via telephone, facsimile, computer, or similar electronic
14 device that does not require returning to a designated work site. If the time required responding to
15 the TCO exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate
16 shall be given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds
17 thirty (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any
18 TCO or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all
19 actual time worked.

20 **9.7. Standby:** Standby is off duty time during which an employee is required to restrict
21 her/his activities and be available to report to work. Employees assigned to standby status in writing
22 shall be compensated at the rate of ten percent (10%) per hour for all hours spent on standby. If
23 called to work the employee shall cease being paid standby and be paid in accordance with Section
24 9.7.

25 **9.8. Professional Licenses and Certifications:** Employees compensated under this section,
26 when requested by the manager/designee, are required to show proof of having a current, valid
27 license or certificate.

28 **9.9. Professional License:** Employees may be required to have one (1) or more current

1 Washington State professional licenses in the branches of Civil, Electrical, Hydraulic, Industrial,
2 Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology or
3 Illumination shall be paid an additional one hundred dollars (\$100.00) per month. If the professional
4 license is not required but related to the employee’s work, they will receive fifty dollars (\$50.00) per
5 month. It is agreed to by the County and the Union that no employee will be removed from an
6 existing position because of a lack of license(s)/certification(s).

7 **9.10 Professional Certifications:**

8 **9.10.1** Within the terms of this Agreement, certification includes, and is limited to,
9 International Conference of Building Officials Certifications in Building Inspection, Code
10 Enforcement Officers, Landscape Architecture, Certified Floodplain Manager, Mechanical,
11 Plumbing, Combination Inspector, Fire and Plans Examiner, and State Certified Public Accountant.

12 **9.10.2** During the term of this Agreement, additional certifications may be added by
13 mutual agreement of the parties to this Appendix.

14 **9.10.3** All Employees who have one or more valid certifications as described in
15 Section.

16 **9.10.4** above in a discipline directly applicable to their employment, shall be paid an
17 additional fifty (\$50.00) dollars per month.

18 **9.11 License/Certification Fees:** The County will reimburse for the original (if original was
19 required and obtained by employee after KC employment) and each renewal cost of the required
20 license(s)/certification(s) and will reimburse the cost of continuing education courses/materials
21 required to maintain those license(s)/certification(s), excluding travel expenses.

22 **9.12. Reopener for Professional License and Certification:** The County and Union agree
23 to reopen Article 9 of this CBA in the event the Washington State Legislature enacts legislation
24 requiring continuing education credits for the holders of professional licenses and/or certifications, as
25 identified in Article 9.9 and 9.10 herein. The purpose of this reopener is to discuss appropriate
26 compensation adjustments in light of the new requirements.

27 **9.13** Premiums will only be paid prospectively after an employee submits written proof of the
28 license or certification and the Division approves its validity. The Division may ask an employee to

1 provide annual documentation of a license or certification to receive the premiums in this section.

2 **9.14. Haz Mat:** Employees required by the County to perform duties in an air-purifying
3 respirator and chemical-resistant clothing shall receive a five percent (5%) wage premium for all
4 duties performed while so outfitted.

5 **9.15. Defense and Indemnification:** In accordance with KCC Chapter 4.13, whenever an
6 employee or former employee is named as a defendant in a civil or criminal action arising out of the
7 performance of the employee’s duties and is acting within the scope of employment, the County
8 shall, at the written request of the employee, furnish counsel (or, solely at the County’s discretion,
9 reimburse the employee the cost of their private counsel) to represent the employee to a final
10 determination of the action, without cost to the employee. To have the benefit of such legal
11 representation and indemnification, the employee must have acted in good faith, with no reasonable
12 cause to believe such conduct was unlawful, and within the scope of their county employment. All
13 questions as to whether the employee is entitled to indemnification shall be decided by the chief civil
14 deputy prosecuting attorney in accordance with KCC 4.13.020(B).

15 **9.16. Boot Allowance:** Eligible employees who are required by the County to wear a
16 specified type of safety boot, will receive a reimbursement, voucher or replacement item, in the
17 amount determined by the policy and procedures established by their Department.

18

19 **ARTICLE 10: HOURS OF WORK**

20 **10.1. Workweek:** The standard workweek for all employees shall consist of five (5)
21 consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to
22 exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The
23 working hours of each day shall normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts and
24 alternate and flex workweeks are recognized as provided under Section 10.4. It is understood that the
25 standard workweek and/or normal working hours of some positions do not fall within standards
26 provided in this provision, as outlined above, and are not eligible for the premium under Section 10.5.

27 **10.2. Flood Emergency:** In the event of a flood emergency, the normal working hours of
28 employees may be changed, provided that eight (8) hours advance notice is given. The normal flood

1 emergency shift shall be of twelve (12) hours duration. Standby and/or alert status shall not be used
2 to circumvent the required eight (8) hours' notice.

3 **10.2.1. Disaster/Emergency Response:** Includes, but is not limited to, natural
4 disasters, chemical releases, power outages or terrorist threats.

5 **10.2.2. Employee Designations Dependent** upon the nature of the
6 disaster/emergency, employees deemed to be first responders and/or mission critical personnel are
7 required to report for work. Depending on the nature of the disaster/emergency, these personnel may
8 vary. The County will identify first responder and mission critical personnel upon hire and annually
9 thereafter.

10 **10.3. Breaks:** Employees shall receive fifteen (15) minutes paid rest period for each work
11 period of four (4) hours or more. Rest periods shall be taken as near as possible to the mid-point of
12 each four (4) hour work period. No employee shall be required to work more than three (3) hours
13 without a rest period. Employees shall be allowed an unpaid meal period of at least thirty (30)
14 minutes which shall commence no less than three (3) hours nor more than five (5) hours from the
15 beginning of the work shift. Rest and meal periods may not be combined.

16 **10.4. Alternate, Part-Time and Flex Workweeks:** Notwithstanding Section 10.1 an
17 alternate, part-time and/or flex workweek may be implemented during the term of this Agreement
18 upon approval by the manager/designee. Specific conditions for an alternate, part-time and/or flex
19 workweek shall be subject to written agreement between the manager/designee and the employee
20 prior to implementation. The conditions must include, but are not limited to, the date the alternate
21 and/or flex workweek begins and when and under what circumstances the agreement will terminate
22 or be renewed. Holidays and overtime will be compensated in accordance with the terms of this
23 Agreement. For purposes of this Agreement, "flex" is defined as having different start/quit times
24 scheduled for each workday of the workweek, and "alternate" is defined as the number of hours
25 and/or days scheduled for work during a workweek.

26 **10.5. Exceptional Work Schedules:** The County may make temporary changes to normal
27 working hours where circumstances require that work must be performed outside of the normal
28 working hours, providing that the changes are made in whole workdays. Working hours as provided

1 under Sections 10.1 and 10.4 shall be excluded from an exceptional work schedule.

2 **10.5.1.** Assignment of employees to exceptional work schedules will be done first by
3 requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then
4 assignments will be made at the discretion of management.

5 **10.5.2.** An employee assigned to an exceptional work schedule shall be eligible for
6 ten (10) percent above their base hourly rate for all work performed outside the normal working
7 hours. Overtime shall apply to work performed in accordance with Article 9.6.

8 **10.5.3.** Assignments of less than seven (7) days duration may be made by providing a
9 minimum of twenty-four (24) hours' notice to the employee, and forty-eight hours (48) where
10 possible; except for emergencies. Assignments of an indeterminate period beyond seven (7) days
11 may be made by providing a minimum of seven (7) calendar days' notice to the employee. The day
12 upon which the employee receives notice of an exceptional work schedule shall constitute the first
13 day of notice.

14
15 **ARTICLE 11: VEHICLES**

16 **11.1.** No employee within the bargaining unit shall be required, as a condition of
17 employment, to provide a personal automobile for use in County business.

18 **11.2.** Overnight storage of a County vehicle at a secure County facility may be allowed
19 provided it can be demonstrated that the employee normally begins or ends the workday in the field
20 and the distance to the overnight storage site is less than a return trip to the employee's main office, if
21 approved by the Department/Division Director.

22 **11.3.** The assignment of take-home privileges for 24-hour vehicle assignments, whereby an
23 employee shall be permitted to park such a vehicle at their residence overnight, shall be made by the
24 Department/Division Director or Designee. The assignment shall be in accordance with department
25 standards and the County's Take Home Vehicle policy. Department/Division standards will be
26 reviewed annually and are subject to updating following the review. The Union will be notified of
27 any change to the Department/Division standards.

28 **11.4.** The employee shall be notified of any change in vehicle assignment fourteen (14) days

1 prior to the implementation.

2 **11.5.** Compensation for hourly employees with assigned vehicles will be in accordance with
3 the applicable FLSA rules and regulations.

4 **11.6.** Employees with take-home privileges are required to submit any reports or other
5 documents required by the County when requested.

6 **11.7.** The assignment of vehicles and/or take-home privilege shall be reviewed at least
7 annually or more often depending on business needs. For example, seasonal duties, light duty,
8 change in assignment, etc.

9

10 **ARTICLE 12: EMPLOYEE RIGHTS**

11 **12.1.** The off-duty activities of employees shall not be cause for disciplinary action unless
12 said activities are detrimental to the employee’s work performance or the program of the agency.

13 **12.2.** If the County determines to bring disciplinary action against an employee, the employee
14 shall be apprised of his/her rights of appeal and representation as provided for in the Grievance
15 Procedure of this Agreement.

16 **12.3.** The County may issue a written reprimand, suspend, demote, or discharge a regular
17 employee for just cause.

18 **12.4.** Counseling and warnings whether issued in writing or given orally are considered
19 notice, not discipline, and will not be used for determining progressive discipline.

20 **12.5.** Employees hired into regular positions will serve at least a six (6) month probation
21 period. The probation period may be extended by the manager/designee at their discretion, not to
22 exceed one (1) year. The probation period may also be waived by the manager/designee at their
23 discretion. Probation for employees who are placed in lieu of layoff or who bump in lieu of layoff
24 will be governed by both this section as well as Article 15 which provides that an employee who is
25 placed or bumps into another position in lieu of layoff after receiving a layoff notice, is subject to
26 probation as may be required by Career Service Rules, however, the “at will” element of probation is
27 not applicable to such employees. If it is determined during the probationary period that the
28 employee is not qualified or cannot perform in a satisfactory manner, the employee will be

1 transferred or laid off and referred back to Career Support Services.

2

3 **ARTICLE 13: TEMPORARY EMPLOYEES**

4 **13.1.** The duration of King County temporary employee assignments will be administered in
5 accordance with the King County Code and 2005 King County Personnel Guidelines. KCC 3.12.010
6 provides that short term temporary employees shall be limited to 910 hours in a rolling calendar year
7 in work units in which a thirty five hour work week is standard, or be limited to 1040 hours in a
8 rolling calendar year in work units in which a forty hour work week is standard.

9 **13.2.** Individuals offered short-term temporary or term-limited temporary employment shall
10 meet the same pre-employment standards as applicants for regular employment. A copy of the
11 standards used shall be provided, upon request, to the Union.

12 **13.3.** If the short-term temporary or term-limited temporary employee subsequently receives
13 regular employment in the same classification, the probationary period, or part thereof, may be
14 waived by the manager/designee.

15 **13.4.** Where the Agreement is silent, short-term temporary and term-limited temporary
16 employees are governed by provisions of the King County Code, as modified.

17 **13.5.** The County performs an annual review of short-term and term-limited temporary
18 employee usage called the Body of Work Review. Upon request, the County will meet with the
19 Union to discuss the results of the review and provide any relevant documentation.

20

21 **ARTICLE 14: UNION REPRESENTATION**

22 **14.1.** Authorized representatives of the Union may, after notifying the onsite supervisor and
23 Division HR, visit the work location of employees covered by this Agreement at any reasonable time
24 for the purpose of investigating grievances.

25 **14.2.** The Union Executive Director and/or Representative shall have the right to appoint a
26 steward at any location where represented employees are employed under the terms of this
27 Agreement. The Union will furnish the County’s Labor Negotiator and Division HR with the names
28 of stewards when appointed. The steward shall be allowed reasonable time to perform steward duties

1 during regular working hours.

2 **14.3.** Union stewards or other County employees representing union interests during
3 Appendix negotiations are authorized to meet with County management during the working hours
4 without loss of pay but shall not be eligible for overtime for such activities. The Union will limit its
5 representation to two (2) County employees from DLS Permitting, DNRP, DLS Roads and one (1)
6 County employee from DES, during Appendix negotiations held on County time, except where
7 through mutual agreement it is deemed to be in the best interests of the parties to exceed such limit.

8 **14.4.** Where allowable, the County shall make available to the Union any meeting space,
9 rooms, etc., for the purpose of conducting Union business, where such activities would not interfere
10 with the normal work of the department, provided however, the Union may not hold mass meetings
11 in such facilities.

12 **14.5.** Written policies, rules, or directives affecting the terms and conditions of this
13 Agreement shall be provided to the Union upon request.

14
15 **ARTICLE 15: REDUCTION IN FORCE/SENIORITY**

16 **DEFINITIONS:**

17 **a. Seniority:** Bargaining unit seniority shall be defined as the total service with King
18 County in the bargaining unit. Effective upon implementation of this agreement, seniority accrual
19 will be adjusted when in a non-pay status for more than thirty (30) consecutive days. For time in a
20 non-pay status exceeding thirty (30) days, the adjustment will include the initial thirty (30) days.
21 Employees working a part-time schedule will receive prorated seniority based on the full-time work
22 schedule in the work unit, as defined in Article 10.1. An employee who leaves County employment
23 for more than five (5) years will lose all accrued seniority. An employee who has left the bargaining
24 unit for any duration but remains in County employment will be credited for prior service in the
25 bargaining unit, including time spent as an FTE, TLT, or Short-Term temporary employee, if rehired
26 into a bargaining unit position. An employee who has not completed their probationary period in a
27 bargaining unit classification will be included on the seniority list in the last bargaining unit
28 classification in which the employee previously held regular status, if any. In the event there are two

1 (2) employees having the same bargaining unit seniority, the County will consider ability and skill to
2 be the determining factor on retention.

3 **15.1. Pre-Layoff Process:**

4 **a. Reassignment:** The County will conduct a process of reassigning employees to
5 occupied or vacant positions for the purpose of attempting to layoff the least senior employee in the
6 classification slated for reduction. Employees who are reassigned to occupied or vacant positions
7 within their respective Division will not be required to serve a probation period. Employees who are
8 similarly reassigned to occupied or vacant position outside their division may be required to serve a
9 probationary period as provided under Article 12 of this agreement. However, employees may refuse
10 reassignment outside of their Division and consequently may elect to be laid off or exercise any
11 bumping rights pursuant to the terms of this agreement. This management directed process is not
12 grievable.

13 **b. Mitigation:** The County and the Union shall jointly endeavor to find ways to
14 minimize and/or mitigate the number of employees who must be laid off (*e.g.*, look for other non-
15 staff related cost savings, voluntary reassignment, reassign employees to vacant positions, temporary
16 placement in other departments, or consider leaves of absence.)

17 **15.2. Notice to Union and Affected Employees:**

18 **a.** When a reduction in force is anticipated for career service positions, the County will
19 notify the Union Representative at least five (5) calendar days prior to layoff notices being presented
20 to the affected employee(s). The notice will include the name of the division(s), classification(s), and
21 employee(s) identified for layoff.

22 **b.** When layoffs are anticipated during the regular budget process, the County will notify
23 the Union and affected employees in writing at least sixty (60) calendar days in advance of any
24 anticipated layoff. This provision only applies to initial notification and does not apply to subsequent
25 layoff due to bumping. Those subsequent layoffs will receive a minimum thirty (30) day notice.

26 **c.** In the event the County has a legitimate business reason for doing so, the initial notice
27 requirement can be reduced to a minimum of thirty (30) days in advance of the anticipated layoff.

28 The County shall provide written notice to the Union of their legitimate business reason. The

1 shortened time frame for notification shall serve as an exception and shall be used sparingly.

2 **15.3. Bumping:** Bumping shall not result in a promotion. An employee will have five (5)
3 working days from the time of written notification of layoff to notify the County of their intent to
4 exercise their bumping rights. The employee’s written notice must include the classification(s)
5 within their classification series listed by preference, in which the employee proposes to bump. An
6 employee will forfeit their bumping rights if the written notice is not submitted within five (5)
7 working days or the County has not accepted a late filing of the notice. The County will, if it
8 determines that there are warranting circumstances, accept a late-filed notice from an employee

9 **15.3.1. Qualified to Bump:** The County shall make a reasonable and rational
10 determination in deciding whether or not an employee is qualified to bump into another position and
11 whether the employee can achieve a satisfactory level of job performance within the probationary
12 period. If the employee is deemed not qualified to bump the County shall provide the
13 employee/Union with written notice and documentation of the reasons and rationale for that
14 determination.

15 **15.3.2. Bump Options:** The following are the options to be considered, in order, for
16 a laid off employee:

17 **15.3.2.1.** If an employee’s adjusted seniority date in the bargaining unit is before
18 January 1, 1986, the employee shall elect to bump the least senior bargaining unit employee in their
19 division and classification for which they are qualified. If the employee is unable to bump within
20 their division, the employee may then elect to bump the least senior bargaining unit employee in the
21 bumping employee’s classification for which they are qualified. If the employee is unable to bump
22 into their classification as described above, the employee may then elect to bump the least senior
23 employee in their same classification series in the same division for which the employee is qualified.
24 If the employee is unable to bump within the division, the employee may then elect to bump the least
25 senior bargaining unit employee in their classification series for which the employee is qualified.
26 The employee may decline to bump across divisions and elect to bump under Sections 15.3.2.2-4 or
27 be laid-off.
28

1 If an employee’s bargaining unit seniority date in the bargaining unit is after January 1, 1986,
2 they may:

3 **15.3.2.2.** Bump the least senior bargaining unit employee within the same
4 division and classification for which the employee is qualified.

5 **15.3.2.3.** Bump the least senior bargaining unit employee within the same
6 division into a lower paying classification in their same classification series for which the employee
7 is qualified.

8 **15.3.2.4.** Bump the least senior bargaining unit employee within the same
9 division into a lower paying classification the employee has previously passed probation in and for
10 which the employee is qualified.

11 **15.3.2.5.** Bump the least senior bargaining unit employee within the same
12 division into a lateral classification (one that has the same rate of pay) for which the employee is
13 qualified and has previously served a probationary period or had probation waived by the County or a
14 classification directly derived from the same pre-class/comp project classification at the same or
15 lower rate of pay.

16 **15.3.3. Continued Employment:** An employee identified for layoff will retain
17 employment with the County at their current rate of pay until the County has completed the bumping
18 process. In the event a grievance has been filed pertaining to the layoff process, the employee will
19 retain employment with the County at their current rate of pay until the grievance process has
20 concluded and a final determination, pursuant to Article 15.4 below, has been made.

21 **15.4. Reduction in Force Grievance Process:** In the event the Union disputes the County’s
22 determination of an employee’s qualifications to bump or be recalled into another position, the Union
23 may file a grievance using the following process. The Union will have five (5) working days from
24 notice of the County’s determination to file a grievance with the Division Director. The Division will
25 have ten (10) working days to conduct a meeting with the Union and respond to the grievance. If
26 necessary, the grievance may be elevated to the Office of Labor Relations, which will have ten (10)
27 working days to make a final determination. The final determination is not arbitrable by either the
28 Union or the County.

1 **15.5. Recall:** An employee who is laid off will have recall rights to their previous
 2 classification for two (2) years from the date of layoff, if qualified. An employee retains their recall
 3 rights even if the employee accepts another classification or temporary position with the County.
 4 Recall will be by seniority where the most senior employee in the classification series will be recalled
 5 first. An employee who is laid off shall have one (1) opportunity to refuse a recall in their
 6 classification, except if the employee is recalled to their previous position, in which case a first
 7 refusal will terminate the employee’s recall rights.

8 **15.5.1. Notice of Recall:** An employee will have ten (10) calendar days from the date
 9 the notice of recall is sent by certified mail in which to notify the County of whether the employee
 10 will accept the position. The County will consider the employee’s failure to notify the County within
 11 ten (10) calendar days as a refusal. The County will, if it determines that there are warranting
 12 circumstances, accept a late-filed notice from an employee. Notices will be in writing. It is the
 13 employee’s responsibility to keep the County informed of their current address.

14 **15.5.2. Recall for Temporary Work:** The County will use bargaining unit
 15 employees, in order of seniority, who are on the recall list to perform temporary bargaining unit work
 16 in their classification series before employing anyone else, provided the employee is qualified to
 17 perform the work. An employee on the recall list who is offered the work may decline the temporary
 18 work without jeopardizing their recall rights under this section.

19 **15.6. Reinstatement:** An employee recalled within two (2) years from the time of layoff
 20 will have their vacation leave accrual rate and any forfeited sick leave accruals restored.

21
 22 **ARTICLE 16: TRANSFER/RE-EMPLOYMENT**

23 **16.1.** Any regular employee who is promoted or laterally transfers to positions with the
 24 bargaining unit and does not successfully complete the probationary period for that position, shall
 25 have rights back to a vacant position in their former classification or class series, if qualified. If the
 26 employee is not qualified, the employee will be placed on the recall list and in the Priority Placement
 27 Program.

28 **16.1.1.** Prior to the initiation of any competitive process to fill a vacant bargaining

1 unit position, regular employees of the bargaining unit holding the same classification as that of the
2 vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such
3 lateral transfers shall be accomplished pursuant to the following procedure:

4 **16.1.1.1.** Notification of the vacancy shall be provided to all regular
5 bargaining unit employees whose classification is the same as that of the vacant position and thus
6 eligible for lateral transfer considerations. Additional eligibility will be granted to bargaining unit
7 employees who are at the same pay rate, same classification, or higher pay rate of a classification
8 previously held pre-classification/compensation implementation. Notification to bargaining unit
9 employees will be via the King County Jobs website .

10 **16.1.1.2.** Eligible regular employees expressing interest in a lateral transfer
11 shall be interviewed by the manager/designee.

12 **16.1.1.3.** Interested eligible regular employees who are not selected though the
13 lateral transfer process may notify the hiring authority/designee in writing that they wish to be
14 included in the competitive examination process for that position. The notification by the employee
15 must be made within three (3) working days after notification of not being selected as a lateral
16 transfer to the individual designated by the hiring department and shall not be bound by any
17 otherwise applicable application deadline.

18 **16.1.1.4.** If none of the interested eligible regular employees are selected for
19 lateral transfer, the position will be filled through the County’s hiring processes.


20 **16.2.** Nothing in this Agreement restricts the manager/designee from transferring an
21 employee to another work unit in the department to meet business needs.

22
23 **ARTICLE 17: UNFAIR LABOR PRACTICE NOTICE**

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

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For Professional and Technical Employees, Local 17:

DocuSigned by:

EC7C1500EF1C4E6
Karen Estevenin
Executive Director

DocuSigned by:

1D104869565643A
Alex II
Union Representative

For King County:

DocuSigned by:

25601E2BDE904EE
Nancy Corado
Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 040

ADDENDUM A – WAGES
Professional and Technical Employees, Local 17

Union Code: C1

**Department of Natural Resources and Parks / Department of Local Services /
Department of Executive Services**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
2811100	286102	Business Analyst	63
2811200	286203	Business Analyst - Senior	68
7114300	712303	Capital Project Manager I	54
7114400	712403	Capital Project Manager II	59
7114500	712503	Capital Project Manager III	64
7114600	712604	Capital Project Manager IV	69
7145100	790101	Chief Structural Engineer	72
5311400	531702	Code Enforcement Officer IV	68
7112100	711106	Engineer I	54
7112200	711207	Engineer II	59
7112300	711310	Engineer III	64
7112400	711403	Engineer IV	69
7113100	711601	Engineering Technician I	43
7113200	711701	Engineering Technician II	47
7520100	752103	Environmental Scientist I	54
7520200	752204	Environmental Scientist II	59
7520300	752303	Environmental Scientist III	64
7520400	752402	Environmental Scientist IV	69
7521100	752503	Environmental Specialist I	47
7521200	752602	Environmental Specialist II	51
7304100	733305	Functional Analyst I	54
7304200	733407	Functional Analyst II	57
7304300	733505	Functional Analyst III	62
7304400	738103	Functional Analyst IV	67
5321100	535203	Health and Environmental Investigator I	51
5321200	535302	Health and Environmental Investigator II	58
5321300	535402	Health and Environmental Investigator III	60
2441100	243102	Project/Program Manager I	53
2441200	243203	Project/Program Manager II	58
2441300	243302	Project/Program Manager III	63

PROTEC17 - Departments: Executive Services (FMD, FBOD, Airport, RALS), Natural Resources & Parks (DO, Parks, WLRD, SWD), Local Services (Permitting, Roads)

January 1, 2021 through December 31, 2024

040CLAC0122

Page 23

1	5313100	532101	Land Use Coordinator	49
	5313200	532201	Land Use Coordinator - Senior	51
2	5314100	532301	Permit Technician	43
	5314200	532401	Permit Review Coordinator	49
3	5314300	532002	Permit Review Coordinator - Senior	51
	5315100	532501	Plans Examination Engineer I / Plan Review Coordinator	54
4	5315200	532601	Plans Examination Engineer II / Plan Review Coordinator	59
5	5315300	532701	Plans Examination Engineer III / Plan Review Coordinator	64
	2441100	243102	Project/Program Manager I	53
6	2441200	243203	Project/Program Manager II	58
	2441300	243302	Project/Program Manager III	63
7	2243100	225304	Records Management Specialist	46
8	5316100	532801	Site Development Specialist I	59
	5316200	532901	Site Development Specialist II	64
9	4400100	441102	Technical Information Processing Specialist I	32
10	4400200	441202	Technical Information Processing Specialist II	36
	4400300	441302	Technical Information Processing Specialist III	40

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

cba Code: 040

ADDENDUM A – WAGES

Union Code: C1

Professional and Technical Employees, Local 17

Department of Executive Services - Facilities Management Division

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
7114300	712303	Capital Project Manager I	54
7114400	712403	Capital Project Manager II	59
7114500	712503	Capital Project Manager III	64
7114600	712604	Capital Project Manager IV	69
7114100	712102	Capital Project Management Technician I	42
7114200	712202	Capital Project Management Technician II	47
2215200	0223904	Contract Specialist II	61
2215300	0224004	Contract Specialist III	66
5324100	0537202	License Inspector	55
2441200	0243203	Project/Program Manager II	58

For rates, please refer to the King County Squared Table

***Steps 1, 2, 4, 6, 8, 10 Only**

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
KING COUNTY COALITION OF UNIONS**

Subject: GreenWhereWeWork (GWWW) Initiative

On June 19, 2020, the King County Department of Natural Resources and Parks (DNRP) announced the GWWW initiative which will permanently establish work-from-home as the primary employee office workspace, replacing, in part, a centrally-located employer-provided office space. This agreement memorialized the Parties' bargaining regarding the effects of this change.

The GWWW Initiative is guided by principles that are closely aligned with the mission, vision and goals of DNRP, the Equity and Social Justice Strategic Plan as well the King County True North and Values. The Department shall make every effort to ensure that the administration of teleworking does not result in an inequitable impact for employees who are part of communities that have historically been at an economic disadvantage and/or those employees who are more economically impacted as a result of classification, position type, tenure, etc. The Parties agree to jointly facilitate this effort and the topic of equity will be a standing agenda item for Labor Management Committee meetings.

All terms and provisions of the existing Collective Bargaining Agreements shall continue to apply unless specifically modified by the agreements set forth as follows:

AGREEMENTS:

1. WORKING CONDITIONS:

A. Telework Status: Teleworking is mandatory for positions identified by DNRP. However, waivers (temporary and permanent) may be requested in writing.

B. Processing Waiver Requests: The County will respond to requests for waivers in writing and requests will not be unreasonably denied. Decisions to deny the request will state the reasons for the decision based on balancing operational needs and the productivity and business needs of the employee.

C. Alternative Work/Flexible Schedules: Employees may request and the Department may approve alternative or flexible work schedules. No employee shall be prohibited from having access to an alternative work schedule or flexible schedule due to their telecommuting status.

D. Reasonable Accommodation: Employees whose condition requires reasonable accommodation will work with Disability Services for determination and procurement of necessary accommodations.

E. Workers Compensation: Employees who telecommute are responsible for

C. Spending limits and reimbursable expenses.


D. Monthly telework stipend.

5. **ORDER OF PRECEDENCE:** Should the County sign any agreements with the King County Coalition of Unions that address the same topics bargained within this Agreement, the agreement with the Coalition of Labor Unions shall supersede and take precedence over this Agreement.

6. **DURATION:** This Agreement expires on the expiration of the CLA and will expire in its entirety unless incorporated into the successor CBA.

010	Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation
011	Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks
040	Professional and Technical Employees, Local 17 - Departments: Executive Services, Local Services, Natural Resources and Parks
048	Professional and Technical Employees, Local 17 - Information Technology
065	Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services, Local Services, Natural Resources and Parks
066	Professional and Technical Employees, Local 17 - Section Managers - Departments: Local Services, Natural Resources and Parks
154	International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees
156	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks
157	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks
159	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks
275	Washington State Council of County and City Employees, Council 2, Local 1652R - Industrial and Hazardous Waste
459	Technical Employees' Association - Wastewater Treatment Division, Department of Natural Resources and Parks, Supervisors and Staff

For Washington State Council of County and City
Employees, Council 2, Local 1652R:



Suzette Dickerson (May 24, 2021 16:37 PDT)

Suzette Dickerson
Staff Representative

May 24, 2021

Date

For Professional and Technical Employees, Local 17:

Kan11 cJteve11111

Karen Estevenin (May 21, 2021 18:18 PDT)

Karen Estevenin
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925

QV

Rion Peoples (May 26, 2021 18:22 PDT)

Rion Peoples
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association

Michael Sands


Michael Sands

Michael Sands
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:



John Scarcy

John Scarcy
Secretary Treasurer

Jun 1, 2021

Date

For King County:

Lacey O'Connell

Lacey O'Connell

Lacey O'Connell
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

Jun 1, 2021

Date

Certificate Of Completion

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Envelopeld Stamping: Enabled	Carolyn Coleman
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	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 146.129.84.126

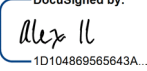
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alex@protec17.org
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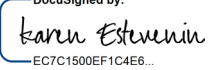
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Karen Estevenin
karen@protec17.org
Executive Director
Security Level: Email, Account Authentication (None)

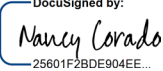
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Nancy Corado
ncorado@kingcounty.gov
Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/20/2022 9:26:22 AM
Completed	Security Checked	7/20/2022 9:26:22 AM

Payment Events	Status	Timestamps
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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: bmconnaughey@kingcounty.gov

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

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 bmconnaughey@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.

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 bmconnaughey@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: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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.