

**Coalition Labor Agreement (CLA) - Appendix for 012
 Agreement Between King County
 And
 Service Employees International Union, Local 925
 Department of Executive Services - Facilities Management Division**

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**AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY**

These articles constitute an Agreement, the terms of which have been negotiated in good faith between King County and SEIU Local 925. This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council of King County, Washington (Council).

ARTICLE 1: PURPOSE

Improvement of Relationship. This desire to promote the continued improvement of the relationship between the County and the Union was reflected in the establishment of an Interest-Based Bargaining Team (IBBT) comprised of Facilities management and employees, a Union representative, and a Labor Negotiator from King County’s Labor Relations staff, and the use of a collaborative bargaining process to arrive at this Appendix. Standards established by the IBBT for evaluating the provisions of this Appendix include the following:

1. Promote better management-employee relations.
2. Fair and equitable.
3. Enhances the partnership between union and management.
4. Understandable by everyone.
5. Ratifiable.
6. Enforceable.
7. Economically feasible.
8. Legal; and
9. Promotes efficient and effective public service.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

The CLA will apply to the individual bargaining unit’s employees as follows:

Section 2.1 The Preamble in its entirety

1 Section 2.2 All superseding and non-superseding provisions, unless otherwise noted in this
2 Appendix or the CLA.

3 Section 2.3 For ease of reference, the following provisions, which were previously listed in
4 this Appendix, are covered in their entirety by the CLA:

- 5 • Access to Information by Outside Parties pursuant to CLA Article 19
- 6 • Accrual above Maximum pursuant to CLA Article 9
- 7 • Bargaining Unit List pursuant to CLA Article 20
- 8 • Bereavement pursuant to CLA Article 8
- 9 • Bulletin Boards pursuant to CLA Article 23
- 10 • Bus Passes pursuant to CLA Article 34
- 11 • Call Out pursuant to CLA Article 43
- 12 • Contracting Out pursuant to CLA Article 16
- 13 • Dispute Resolution Procedures pursuant to CLA Article 26
- 14 • Donation of Vacation and Sick Leave Hours pursuant to CLA Article 6
- 15 • Duration pursuant to CLA Article 41
- 16 • Email Access pursuant to CLA Article 23
- 17 • Emergency Call Out pursuant to CLA Article 43
- 18 • Equal Employment Opportunity pursuant to CLA Article 39
- 19 • Family Care pursuant to CLA Article 11
- 20 • Family and Medical Leave pursuant to CLA Article 11
- 21 • Grievance Procedure pursuant to CLA Article 26
- 22 • Hiring Process pursuant to CLA Articles 17 and 18
- 23 • Holidays pursuant to CLA Article 10
- 24 • Internal Hiring Examination pursuant to CLA Article 35
- 25 • Jury Duty pursuant to CLA Article 5
- 26 • Just Cause pursuant to CLA Article 27
- 27 • Leave of Absence for Union Work pursuant to CLA Article 22
- 28 • Leave of Absence Without Pay pursuant to CLA Article 3

- 1 • Licenses and Certifications pursuant to CLA Article 44
- 2 • Medical, Dental and Life Insurance pursuant to CLA Article 25
- 3 • Mileage Reimbursement pursuant to CLA Article 24
- 4 • Military Leave pursuant to CLA Article 2
- 5 • On Call pursuant to CLA Article 43
- 6 • Personal Protective Equipment pursuant to CLA Article 42
- 7 • Promotions pursuant to CLA Article 18
- 8 • Removal of Discipline from Personnel File pursuant to CLA Article 27
- 9 • Return to Work Following Medical Leave pursuant to CLA Article 11
- 10 • Savings Clause pursuant to CLA Article 30
- 11 • Sick Leave pursuant to CLA Article 31
- 12 • Supplements to the Regular Work Force pursuant to CLA Article 17
- 13 • Supported Employee Program pursuant to CLA Article 13
- 14 • Union Membership pursuant to CLA Article 37
- 15 • Union Representation pursuant to CLA Articles 20, 21 and 22
- 16 • Vacation pursuant to CLA Article 32
- 17 • Volunteer Service Leave pursuant to CLA Article 4
- 18 • Wage Rates and Total Compensation pursuant to CLA Article 29
- 19 • Waiver Clause pursuant to CLA Article 46
- 20 • Work Outside of Class Acting Capacity pursuant to CLA Article 33
- 21 • Work Outside of Class Filling the Position pursuant to CLA Article 33

22

23 **ARTICLE 3: EMPLOYEE CATEGORIES**

24 **3.1. Definitions.**

25 **A. Regular Full-time Employee.** A comprehensive leave benefitted individual
26 employed in a position established in the County budget as an authorized FTE and which will require
27 at least twenty-six (26) weeks of service per year with a work schedule of not less than forty (40)
28 hours per week. Regular full-time employees are career service employees who are not on probation.

1 **B. Regular Part-time Employee.** A comprehensive leave benefitted individual
2 employed in a position established in the County budget which requires at least twenty-six (26)
3 weeks of service per year at the work schedule established for the position and which has an
4 established work schedule of less than forty (40) hours per week but is at least half time. Regular
5 part-time employees are career service employees who are not on probation.

6 **C. Temporary Employee.** An individual employed in a position which is not a
7 position established in the County budget as an authorized FTE and who works less than one
8 thousand forty (1040) hours. Temporary employees are not career service employees and are not
9 eligible for vacation,, holiday pay, other paid leaves, medical, dental, or other insurance benefits.
10 Temporary employees are eligible for participation in the Public Employees Retirement System and
11 paid sick leave as provided by State Law.

12 **C.1. Term-Limited Temporary Employee.** A term-limited temporary is a
13 temporary employee who is employed in a term-limited temporary position. Term-limited temporary
14 employees are not members of the career service. They may not be employed in term-limited
15 temporary positions longer than three years beyond the date of hire, except that for grant-funded
16 projects, capital improvement projects, and information systems technology projects the maximum
17 period may be extended for up to five years upon approval of the Director of the Department of
18 Human Resources (DHR).

19 **C.2. Seasonal Employee.** A temporary employee in a position (for) which:

- 20 1. Is not a position established in the County budget as an authorized FTE.
21 2. Will require less than one thousand forty (1040) hours in a calendar year;
22 and
23 3. The need exists at regular, predictable intervals during the year.

24 Seasonal employees are not eligible for vacation, holiday, medical, dental, or other insurance
25 benefits. They are eligible for participation in the Public Employees Retirement System and paid
26 sick leave as provided by State Law.

27 **D. Lead Worker.** In addition to performing the regular duties of the assigned
28 classification, the Lead worker has responsibility for regularly assigning, scheduling and reviewing

1 work within the work unit, including performing formal and informal inspections, reporting problems
2 to the supervisor, and providing guidance and training to others in the assigned work unit. Under the
3 direction of a supervisor, the Lead may be called upon to assist in the hiring process and to provide
4 input to the supervisor prior to any performance evaluations.

5 **3.2. Regular or Temporary Employment.** For work performed by County employees
6 represented by this Appendix, the County and the Union have the common goal of maintaining a
7 stable, qualified work force. To this end, the following principles will guide the assignment of work
8 to employees represented under this Appendix, when such work is performed by County employees.

9 A. Work that is year-round in nature, requiring employees with consistent and defined
10 skills, should be performed by regular full-time or regular part-time career service employees.

11 B. The following work may be performed by part-time, temporary (including term-
12 limited temporary), or seasonal employees. Work that is:

- 13 ● seasonal or cyclical in nature
- 14 ● time-limited
- 15 ● project specific
- 16 ● requiring specific skills that are not available in the County’s regular work
17 force; or
- 18 ● requiring an employee to work less than half-time.

19 C. In fulfilling these principles, the County will develop and maintain staffing plans
20 that define the work being assigned to regular full-time or regular part-time career service and
21 temporary (including term-limited temporary) or part-time employees.

22 **3.3. Supplements to Regular Work Force.** Seasonal employees are supplementary to the
23 regular work force and shall not be used to supplant regular full-time or regular part-time positions or
24 undermine the integrity of the bargaining unit. These employees are employed at will and are part of
25 the bargaining unit and subject to the terms of this Appendix.

26
27 **ARTICLE 4: UNION RECOGNITION AND MEMBERSHIP LIST**

28 **4.1. Union Recognition.** The County recognizes SEIU Local 925 as representing its

1 members whose job classifications are listed in the attached Addendum A.

2 **4.2. Bargaining Unit List.** Upon written request, the County will transmit to the Union not
3 more than twice a year, , a current listing of all employees in the unit. Such list shall indicate the
4 name of the employee, wage rate, job classification, work shift, location, and unit.

5
6 **ARTICLE 5: RIGHTS OF MANAGEMENT**

7 **5.1. Management Rights.** The management of the County and the direction of the work
8 force is vested exclusively in the County subject to the terms of this Agreement. Except to the extent
9 there is contained in this Agreement express and specific provisions to the contrary, all power,
10 authority, rights and jurisdictions of the County are retained by and reserved exclusively to the
11 County, including, but not limited to, the right to manage the work of employees, to discipline,
12 transfer, and evaluate employees; to determine and implement methods, means and assignments,
13 establish classifications and select personnel by which operations are to be conducted, including
14 staffing levels; and to initiate, prepare, modify and administer the budget.

15 **5.2. Release from Work.** When the County has no work available for employees in specific
16 classifications, nothing in this Agreement shall prohibit the County from assigning such employees to
17 perform other work as directed or, in absence of other necessary work, to send the employee home.
18 The County agrees to make a good faith effort and exhaust all reasonable options for alternate
19 assignment prior to sending an employee home. Additionally, prior to sending an employee home,
20 the County may seek volunteers. Employees who are released may use vacation leave to cover lost
21 hours.

22 **5.3. Performance Evaluations.** The County may conduct performance evaluations at least
23 annually as part of a systematic and equitable employee performance management system.

24
25 **ARTICLE 6: HOLIDAY ADMINISTRATION**

26 **6.1. Holiday Premium.** Work performed on holidays shall be paid at a premium rate of one
27 and one-half (1-1/2) times the base hourly rate of pay.

28 **6.2. Prorated Holiday Benefit.** Employees shall receive the regular holiday pay prorated in

1 accordance with their regular schedule. For example:

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
20.0	48.0	4.0 hours
40.0	Effective 1/22 112 hours	8.0 hours

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8 **6.3. Augmenting Holiday Pay.** If an employee's regularly scheduled work hours exceed the
9 number of holiday hours earned on any non-work holiday, the employee shall have the option of
10 using accrued vacation hours to allow total compensation hours to equal the number of hours in the
11 regular work schedule.

12 **6.4. Work on a Holiday.** Employees who work on a holiday have the option of earning
13 compensatory time at 1-1/2 times the base hourly rate of pay in lieu of receiving premium pay of 1-
14 1/2 times the base hourly rate of pay. Holiday hours accrued under this section will not count as
15 hours worked for the purpose of determining weekly overtime in the week they are accrued.

16 **ARTICLE 7: VACATION ADMINISTRATION**

17 **7.1. Increments of Vacation Leave.** Vacation leave may be used in one quarter hour
18 increments, at the discretion of the appointing authority.

19 **7.2. Scheduling.**

20 **A.** All vacation preferences shall be made on the designated form.

21 **B.** Vacation preference requests for a period beginning May 1 and ending the
22 following April 30 must be received by management no later than April 1. The vacation schedule
23 shall be posted on or before May 1.

24 **C.** Vacation preference requests shall be granted on the basis of classification
25 seniority provided that operations are properly staffed at all times.

26 **D.** Vacation preference requests may be made in increments ranging from one-half
27 hour's duration up to and including the maximum accumulation available.

28 **E.** Vacation preference requests shall contain a maximum of five (5) time periods or

1 increments, not to total more than the number of days accumulated, listed in order of priority to the
2 individual. Employees shall, on the basis of classification seniority, be entitled to approval for only
3 one (1) increment at a time. Employees not granted their first priority increment shall have their
4 second priority granted on the basis of seniority. Seniority shall also be applied to third, fourth, and
5 fifth priority requests until all available vacation time is scheduled.

6 F. Vacation requests received after April 1 of a given calendar year shall be approved
7 in order of their receipt provided that operations are properly staffed at all times.

8 G. Classification seniority shall not be used to gain approval of a vacation period that
9 includes the same holiday in two (2) succeeding years.

10
11 **ARTICLE 8: SICK LEAVE ADMINISTRATION**

12 A. Sick leave may be used in one-quarter (1/4) hour increments at the discretion of
13 the employee's immediate supervisor.

14
15 **ARTICLE 9: UNAUTHORIZED LEAVES**

16 Being absent without authorized leave shall be considered as an automatic resignation.
17 Such a resignation may be rescinded by the Division Manager if the employee presents satisfactory
18 reasons for their absence within three (3) calendar days of the date their automatic resignation
19 became effective.

20
21 **ARTICLE 10: SAFETY**

22 **10.1. Commitment to Safety.** The County shall provide and maintain a safe and healthful
23 workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace
24 safety and health. Any safety concerns may be brought up to Management or raised at the Parties'
25 LMC for possible resolution.

26 **10.2. Workers' Responsibility.** Employees shall follow the safety and health rules, wear
27 and/or use all required gear and equipment provided by the County and participate in County-
28 provided safety training.

1 **10.3. Equipment.** No employee shall be required to use equipment which is not in a safe
2 condition. In the event an employee discovers or identifies unsafe equipment, they will immediately
3 notify their supervisor in writing. Said equipment shall be repaired or replaced if the County
4 determines the equipment to be unsafe. At such time as the County determines the equipment to be
5 safe, the employee will be advised.

6 **10.4. Reporting on Safety Hazards.** It is the responsibility of all employees to report safety
7 hazards on a timely basis. Employees shall not be disciplined for reporting unsafe equipment or
8 working conditions to their immediate supervisor.

9 **10.5. Remediating Safety Hazards.** Once notice of a hazard has been received by the
10 supervisor, they will investigate the situation and make correction within three (3) working days or
11 as soon as practicable. In the event more than three (3) working days are needed, upon the Union's
12 request, the supervisor will provide a written explanation to the reporting employee and the shop
13 steward as to the reasons for the delay and the anticipated date of correction.

14 **10.6. Safety Committee.** A Safety Committee, consisting of an equal number of employer-
15 selected and employee-elected members, shall meet at least bimonthly. The Safety Committee shall
16 have the following responsibilities:

17 A. Review the safety and health inspection reports to assist in correction of identified
18 unsafe conditions or practices.

19 B. Evaluate accident investigations conducted since the last meeting to determine if
20 the cause of the unsafe acts or condition involved was properly identified and corrected.

21 C. Evaluate the accident and illness prevention program and make recommendations
22 for improvement where indicated.

23 D. Evaluate and recommend training and equipment needs.

24 Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Boards and
25 filed in accordance with WISHA regulations. A liaison from this Committee shall regularly
26 participate in the SEIU Local 925 FMD Labor Management Committee meetings. Safety Committee
27 members shall be in pay status for time spent in meetings.

28 **10.7. Refusal to Work Under Unsafe Conditions.** Employees may refuse to work in

1 situations where there is reasonable cause to believe that doing so would present an imminent danger
2 in which death or serious injury could happen immediately.

3 **10.8. Workers' Right to Know.** Material Safety Data Sheets (MSDS) will be available for
4 reference and review in a conspicuous area accessible to all affected employees.

5 **10.9. Safety Inspections.** Where feasible, a shop steward may accompany Safety Inspectors
6 on worksite inspections and participate in opening/closing conferences without loss of pay and
7 benefits.

8 **10.10. Safety Bulletin Board.** There shall be a safety bulletin board in every building where
9 there are at least eight (8) bargaining unit eligible employees. The bulletin boards will be sufficient
10 in size to display required posters, accident statistics, Safety Committee meeting minutes, and safety
11 educational materials.

12 **10.11. No Discrimination.** No employee will be disciplined, discriminated against, or
13 otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as
14 a witness in a safety investigation.

15
16 **ARTICLE 11: NEW FACILITIES AND COMMUNITY CORRECTION WORK PROGRAM**

17 **11.1. New Facilities.** If FMD becomes responsible for new or additional facilities
18 and/or work where the maintenance needs include a non-custodial body of work historically
19 performed by bargaining unit eligible employees, FMD will assign the work to bargaining unit
20 eligible employees in the absence of an extenuating circumstance. If an extenuating circumstance
21 may be present, the parties will convene an LMC meeting to review the matter, using the following
22 criteria:

- 23 • employees possess the necessary skills.
- 24 • employees possess any required licenses and/or certifications.
- 25 • the County owns or could readily and feasibly obtain the necessary equipment.
- 26 • travel to remote locations for small pieces of work would be prohibitively
- 27 costly.
- 28 • safety or liability issues exist; and

- performing the work in-house would not be practicable or feasible due to some other extenuating circumstance.

11.2. Community Corrections Work Program. The County agrees not to assign to the Community Corrections program the work normally performed by bargaining unit eligible employees if the assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining unit. FMD will provide the LMC with biannual updates of work the Community Corrections crew is performing. Prior to expanding the work of the Community Corrections crew to performing work historically performed by bargaining unit eligible employees on an ongoing, regular basis, the County will bargain such expansion.

ARTICLE 12: WAGE RATES AND OVERTIME

12.1. Step Movement. All regular full-time and regular part-time employees who are not at Step 10 or on probation will advance to the next higher step on the salary range on January 1 of each year of the Agreement.

12.2. Lead Worker. An employee designated in writing by the Division Director/designee as “lead worker” shall receive a seven percent and one half (7.5%) premium in addition to the base hourly rate of pay for all time so assigned.

12.3. Special Schedule or Changes. All hours worked by an employee required to work a special schedule or to change their shift, absent five (5) work days advance written notice as provided in Article 13.5, shall be compensated as overtime at one and one-half (1-1/2) times the base hourly rate of pay; provided, however, in a case where snow removal, flood control, and/or sanding operations have been anticipated and “alert” or “standby” status advance warning has been given or in a case where a special schedule is needed to respond to conditions or circumstances beyond the control of the County, overtime pay shall not be required under this section; provided further, an employee who voluntarily accepts a training opportunity with less than five (5) days’ notice of a schedule/shift change may adjust his/her schedule and shall not be eligible for overtime under this section. In the event this specially scheduled work is completed prior to the normal working hours, and the employee subsequently works their regular shift, the regular shift shall be compensated at the

1 base hourly rate of pay.

2 **Utility Workers.** When the majority of the hours worked fall on a scheduled shift
3 after 4:00 p.m., the entire shift worked will receive a shift differential of 10% of the base hourly rate
4 of pay. When the majority of the hours worked fall on a scheduled shift after 12:00 a.m. (midnight)
5 the entire shift worked will receive a differential of 15% of the base hourly rate of pay.

6 **12.4. Overtime.** Employees on a five (5) day schedule shall be paid at the rate of time and
7 one-half (1-1/2) times the base hourly rate of pay for all compensated hours in excess of eight (8) in
8 one day, exclusive of lunch period, or forty (40) in one week. Employees on a four-day schedule shall
9 be paid at the rate of time and one-half times the base hourly rate of pay for all compensated hours in
10 excess of ten (10) hours in one day, exclusive of lunch period, or forty (40) hours in one week.
11 Overtime shall be compensated for in cash except as provided in Section 11.9.

12 **12.5. The Contractual Overtime Rate** for each overtime hour worked shall be one and one-
13 half times the combined amount of the employee’s hourly base rate of pay and any applicable pay
14 premiums in effect at the time the overtime is worked (known as “time and one half”). If the Fair
15 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
16 employee shall be paid the higher rate of pay pursuant to the FLSA.

17 **12.6. Work Week.** The work week shall be as determined by the County to comply with
18 Fair Labor Standards Act (FLSA) provisions. Saturday and Sunday work are not overtime when it is
19 a regularly scheduled workday for the individual crew.

20 **12.7. Prior Authorization.** All overtime shall be authorized in advance by the Section
21 Manager or their designee in writing, except in emergencies.

22 **12.8. Overtime Assignments.**

23 **A.** All employees may volunteer for overtime work. The Division will offer overtime
24 work only to those employees who have previously volunteered. If the need for overtime workers
25 exceeds those available within the classification needed, the Division will seek volunteers from other
26 classifications who are qualified to perform the work prior to granting the assignment to temporary
27 employees. However, the Division reserves the right to assign mandatory overtime work if there are
28 insufficient volunteers or in emergency situations, beginning with the least senior qualified employee

1 in that job classification. Overtime at the end of a shift to complete an assignment and/or project is
2 exempt from this section. In such cases the employee(s) doing the work will complete the day's
3 assignment.

4 **B. Overtime List.** For each classification at a work location, the Division will
5 maintain and post a list of employees who have volunteered for overtime work. Work location shall
6 mean the downtown County complex or each outlying County site. Provided, however, all Utility
7 Worker IIs will be placed on a single overtime list.

8 The list will initially be created in seniority order. Offers of overtime work will always be
9 made to the employee at the top of the list. Once an employee is offered overtime work, the
10 employee's name will move to the bottom of the list, whether or not the employee accepts the
11 overtime assignment. All others on the list will move up accordingly. The list will be updated on the
12 first of each month. Each month employees will have an opportunity to be added to the bottom of
13 the overtime list. The lists will distinguish among regular, term-limited, and temporary employees.

14 Overtime will be offered to employees on the overtime lists who are not on leave status and
15 are present at work or contacted by phone when the time the overtime is being scheduled. Employees
16 who are on approved leave status, not present at work or unable to be contacted by phone will
17 maintain their ranking on the rotating lists. Employees who fail to work the overtime they have
18 agreed to work or who call in sick may be removed from the lists for that calendar year at the
19 discretion of the supervisor.

20 **Step 1.**

21 **a.** For each work location, overtime will first be offered to regular
22 employees on the overtime list.

23 **b.** If the Division is unable to secure volunteers from among regular
24 employees, overtime will then be offered to term-limited employees on the overtime list working at
25 the location in question.

26 **c.** If the County is unable to secure volunteers from among term-
27 limited employees, overtime will then be offered to temporary employees on the overtime list at the
28 location in question.

1 **Step 2.**

2 If the County remains unable to secure volunteers, the work will be offered to employees at
3 other work locations using the procedure in Step 1.

4 **Step 3.**

5 In the event that Steps 1 and 2 have been exhausted and there are insufficient volunteers to
6 work the overtime needed, the County will assign the overtime to any qualified employees within the
7 bargaining unit.

8 **C. Supported Employees.**

9 Overtime opportunities for custodians in the supported employment program will be
10 evaluated by the LMC outside of the procedure set forth in Step 1(c) above.

11 **12.9. Compensatory Time.** There shall be no practice of compensatory time off unless
12 requested by the employee and agreed to by the Section Manager/designee or designee.

13 **A.** Compensatory time off shall be earned at the rate of one and one-half (1-1/2)
14 hours for each overtime hour worked.

15 **B.** A maximum of forty (40) hours of compensatory time may be accumulated.

16 **C.** Employees will be paid in the pay period which includes December 31 for all
17 accrued compensatory time.

18 **D.** Notwithstanding (B) above, compensatory time off shall be scheduled at a time
19 that does not unduly disrupt the operations of the Section.

20 **12.10. Utility Worker and Inventory Purchasing Specialist Re-opener.**

21 If, during the term of this Agreement, the County enters into an agreement with the Joint
22 Units Agreement implementing a higher pay range for the Utility Worker I, Utility Worker II, and/or
23 Inventory Purchasing Specialist I classifications than those listed in Addendum A of this Agreement,
24 the range(s) in Addendum A will be adjusted to reflect the same increase, effective the same date.

25

26 **ARTICLE 13: HOURS OF WORK**

27 **13.1. Normal Workweek.** The normal work week shall consist of five (5) consecutive
28 workdays not to exceed eight (8) hours each to be completed in a nine (9) hour period and not to

1 exceed forty (40) hours per week. Meal periods will be unpaid.

2 **13.2. Split Shifts.** Split shifts will not be scheduled except with the expressed written
3 consent of the employee.

4 **13.3 Weekend Shifts.** Employees will not be required to work both Saturday and Sunday,
5 except in cases of emergency or with the expressed written consent of the employee, unless Saturday
6 and Sunday work is a part of a normal work schedule.

7 **13.4. Alternative and Flex Schedules.** The Division agrees in principle to the concept that
8 alternative work schedules/flex time for individual employees should be considered and may be
9 utilized if mutually agreed upon by the employee and the employer. Written requests for alternative
10 work schedules/flex time will be considered and evaluated in terms of the best interests of both the
11 Division and the employee. The request will be acted on and returned to the requesting employee.
12 All alternative schedules shall be reduced to writing with copies to the Union and the Division HR. .

13 **13.5. Schedule Changes.** The supervisors and lead workers may change the scheduled hours
14 and provide special schedules for special operations such as snow removal, flood control and sanding
15 operations, and other special schedules such as watchmen or other personnel on special activities;
16 provided, however, special clothing and special equipment will be made available for special
17 operations.

18 **13.6. Notice for Special Schedule or Shift Change.** Normally, at least five (5) working
19 days advance written notice shall be given the employee prior to the commencement of a special
20 schedule or shift change, except in the case where snow removal, flood control and sanding
21 operations may be anticipated, in which case an “alert” or “stand-by” status advance warning is
22 sufficient. An employee who works performing tasks considered “special operations” as defined
23 above will have such experience recognized by a letter placed in the personnel file of the employee
24 with a copy to the employee. Shift changes shall not be used to circumvent overtime pay.

25 **13.7. Release from Work.** If an employee is scheduled to work but no work exists, the
26 County must notify the employee at least two (2) hours prior to the beginning of the normal shift or a
27 four (4) hour minimum pay will prevail.

28 **13.8. Hours Worked Definition.** For purposes of this Article, “hours worked” shall mean

1 all compensated hours.

2 **13.9. Custodian – Floor Care Schedule.** Employees performing Floor Care -Custodial
3 duties shall work forty (40) hours a week within a seven (7) consecutive day period, as provided
4 below:

5 A. Employees assigned to a five (5) day week shall work five (5) consecutive days of
6 eight (8) hours each.

7 B. Employees assigned to a four (4) day week shall work four (4) consecutive days of
8 ten (10) hours each.

9

10 **ARTICLE 14: MISCELLANEOUS**

11 **14.1. Classification Specifications.** The County shall furnish the Union with specific
12 classification specifications for all classifications in the bargaining unit upon written request. The
13 County shall also furnish the union with job announcements describing the function, scope and
14 complexity of specific positions and the knowledge, abilities, and qualifications for the positions.
15 The County will notify the Union of proposed revisions to the classification specifications, and the
16 County and the Union shall meet to review the proposed revisions prior to implementation on written
17 request of the Union.

18 **14.2. Uniforms and Inclement Weather Gear.**

19 A. **Uniforms.** Uniforms and their replacement, excluding maintenance, that the
20 County requires employees to wear while on duty shall be paid for by the County according to
21 Division policy. In the event that the County requires all employees to wear uniforms, the Union and
22 the County will meet to negotiate the impact of a uniform requirement.

23 B. **Inclement Weather Gear.** The County will provide appropriate rain gear for all
24 employees working in inclement weather as needed. Employees are responsible for care and
25 cleaning. Employees may exchange worn or damaged gear on an as needed basis.

26 **14.3. Training.** The County recognizes the mutual benefit to be attained by affording
27 training opportunities to employees relating to their job duties and shall provide information and
28 access to training opportunities, within budgeted appropriations. The training opportunities shall be

1 guided by, but not limited to, the overall objectives of encouraging and motivating employees to
2 enhance their personal capabilities in performance of their jobs. All employees shall have equal
3 access to training. The County may provide employees release time to attend training programs that
4 will be beneficial to their job performance. Notice of all such training opportunities which
5 management deems appropriate will be made available to all employees in writing. If the County
6 requires attendance at such training programs, the County will pay the expenses incurred.

7 **14.4. Procedures Changes.** Changes in written procedural guidelines or other work rules or
8 regulations will be implemented only upon written notification of revisions to the Union. If an
9 employee complies with an oral supervisory directive to violate a written instruction, regulation, rule
10 or guideline, the employee will not be held responsible for the violation.

11 **14.5. Meet and Confer.** Matters of common concern to the parties will be the subject of
12 Meet and Confer discussion upon request of either Section Manager or Union Representative. Such
13 meetings will be scheduled at the mutual convenience of both parties.

14 **14.6. Labor-Management Committee (LMC).** LMC meetings will be held on at least a
15 quarterly basis. The purpose will be to deal jointly with issues of mutual interest and to maintain and
16 improve Labor-Management relations. The LMC does not have the authority to hear active
17 grievances or circumvent the grievance process contained within this Appendix. Further, the LMC
18 may bargain upon agreement by the parties' authorized bargaining agents, who shall be present for
19 bargaining. LMC agendas and minutes shall be distributed to LMC members at least three working
20 days in advance of the meeting. Agenda items shall be submitted by both Labor and Management
21 and shall be limited to items of a group, rather than an individual, interests and concerns. The jointly
22 approved minutes shall stand as the official record of decisions made by the LMC. In addition, the
23 LMC will maintain a decision log summarizing all agreements reached by the LMC.

24 **14.7. Work Assignments.**

25 For positions other than vacancies created by reductions in force, employees may submit
26 written requests to be considered for work assignments at different locations or on a different
27 schedule. In the course of making work assignments, management will consider these requests in
28 order of the seniority of the requesting employees. Assignment decisions shall continue to be at

1 management’s sole discretion. For purposes of this Section, “assignment” shall mean a specific
2 floor/shift work assignment within a given work location and “work location” shall mean the
3 downtown County complex or each outlying County site.

4 **14.8 Transfers.**

5 1. The County retains the right to transfer employees.

6 2. The County will not initiate a competitive process to fill an open position, until
7 after bargaining unit members have had an opportunity to make a lateral transfer. To be considered
8 for a transfer, an employee must possess the qualifications (including background check or clearance
9 needed) and skills that the appointing authority has determined to be required in the vacant position.
10 If more than one employee requests the transfer selection will be based upon seniority within the
11 bargaining unit.

12 3. Unsuccessful applicants for transfer, where seniority is not the deciding factor, may
13 request a meeting with the appointing authority to discuss the reasons for their non-selection.

14 4. Employees on probationary status may not submit transfer requests.

15 **14.9. Work Process/Method Change Notification.** When a significant change in work
16 processes or methods is contemplated, the Union will be notified in writing. Upon the Union’s
17 request, changes in work processes shall be discussed before they are implemented, except in the
18 event of an emergency.

19 **14.10. Downtown Parking.** The County agrees to provide County garage parking at no cost
20 to bargaining unit employees who work in the Downtown Courthouse Complex and who have
21 regularly scheduled shifts on weekends and/or beginning at 3:00 p.m. or later. Further, the County
22 agrees to provide parking at no cost to the employee if the County requires that the employee be
23 temporarily assigned to report to the Downtown Complex.

24
25 **ARTICLE 15: REDUCTION IN FORCE AND RE-HIRE**

26 **15.1. Layoff.** The County and the Union recognize the value of well trained and qualified
27 employees and agree that other employment options should be explored prior to invoking a lay-off
28 procedure as a result of a lack of work and/or shortage of funds. In addition, the County and the

1 Union recognize the value of two-way communication in facilitating workforce transitions as a result
2 of layoffs. The following process is established to assure that communication and exploration of
3 alternatives to layoff are achieved.

4 **A. Step 1.** At the time Division management proposes or is told of facility closures,
5 transfer of facility ownership, service reductions, budget reductions or other actions which could
6 result in employee lay-offs within this bargaining unit, Division management shall make this
7 information, as well as information about the reasons for the proposed or actual action, the likely time
8 frame within which such action will occur, and the extent of impact on the workforce, available to the
9 appropriate Labor-Management Committee as set forth in Article 14, Section 6 of this Appendix as
10 soon as practical.

11 **B. Step 2.** The Labor-Management Committee shall be convened specifically to
12 discuss and recommend alternatives, including but not limited to employee re-training, transfer to
13 vacant positions in other units, and transfer to vacant positions in other divisions, which could be
14 explored by the County as alternatives to layoffs for potentially affected employees.

15 **15.2. Facility Closure or Ownership Transfers.** If a facility closes or ownership transfers,
16 the County will involve the Union and employees in discussions about the closures early on and will
17 seek to find other jobs inside King County for employees potentially affected by facility closures by:

- 18 1. Looking for internal placements within the bargaining unit.
- 19 2. Interviewing potential layoff candidates and considering their qualifications for any
20 pending bargaining unit vacancy prior to opening the vacant position to other candidates. When
21 layoff candidates could be trained on the job within the probation period, management will consider
22 training the candidate to meet minimum requirements for passing probation.

23 3. Not requiring probation for employees when they've met the qualifications of the
24 vacancy previously.

25 4. Looking outside the bargaining unit for placements pursuant to Section 16.7 of this
26 Article.

27 **15.3. Transfer of Facility – Placement Assistance.** If employment opportunities for
28 affected employees are not found within King County, and the facility is transferred to another

1 jurisdiction as a result of annexation or incorporation, the County will demonstrably try to get the
2 new owner to hire County employees. The County will advise the LMC of its efforts to have the new
3 owners of former County facilities to hire laid off employees.

4 **15.4. Utilization of Personnel Guidelines.** If the provisions of Sections 15.2 and 15.3 of
5 this Article are not successful, the employees shall be able to avail themselves of any opportunities
6 established in the Personnel Guidelines.

7 **15.5. Layoff by Classification.** Employees laid off as a result of a lack of work and/or
8 shortage of funds shall be laid off according to seniority within classification as set forth in Article
9 17, Seniority, of this Agreement.

10 **15.6. Bumping to Lower Occupational Group.** Employees scheduled to be laid off as a
11 result of their seniority status in the affected classification may exercise their right to bump
12 employees in a lower occupational group within the same division, provided that the employee has
13 performed and is qualified to perform the duties of the lower classification, and the employee has
14 more seniority, as defined in Article 16, than the employee in the lower classification. Such action
15 shall take place prior to the date the layoff is to be effective.

16 **15.7. Recall.** Regular employees laid off shall be recalled in the inverse order of layoff;
17 namely, those laid off last will be recalled first. Recall provisions are provided under the terms of the
18 Personnel Guidelines. In the event that the employee is laid off from more than one position, s/he
19 shall have recall rights for each position as provided under this Article.

20 **15.8. No Promotion on Recall.** Regular employees on layoff shall be referred to other
21 positions within the Career Service in accordance with applicable County policies. For purposes of
22 this contract, such policies shall be interpreted as follows: Except in cases where an employee
23 previously has been laid off from a higher paid classification and is eligible for recall in that
24 classification, no employee shall be recalled to employment in a classification with a higher pay
25 range than the pay range of the classification held at the time of layoff. In the event the classification
26 from which the employee was laid off moves to a higher pay range, the employee will continue to
27 have recall rights to that classification or to any new classification which includes the classification
28 held at the time of layoff.

1 **15.9. Lateral Bumping.** If a bargaining unit position is eliminated, the employee who held
2 that position can bump into any position for which the employee is qualified and which is occupied
3 by any less senior employee in the class; any employee who is bumped by a more senior employee
4 whose position has been eliminated can bump into any position for which the employee is qualified
5 and which is occupied by any less senior employee in the class. Bumping shall occur pursuant to the
6 following procedures:

7 **A. Step 1.** Qualifications of an employee for a position shall be based on documented
8 work history; an employee shall only be deemed “not qualified” if there are documented performance
9 problems.

10 **B. Step 2.** When a position has been eliminated, affected employees shall submit a
11 list of location preferences in order of priority, except those held by more senior employees.

12 **C. Step 3.** All affected employees in the classification and the union will be notified
13 in writing of the position elimination at least 30 days prior to the event occurring.

14 **D. Step 4.** This process will include the employee (or employees) whose position(s)
15 has/have been eliminated, plus full-time and part-time all bargaining unit employees with less
16 seniority than the most senior employee whose position has been eliminated.

17 **E. Step 5.** All affected regular full-time and regular part-time employees bid for
18 location preferences in order of priority. The supervisor shall provide a formal location list to each
19 affected employee with the notice provided per item 1 above, which will include all work locations
20 and shifts available for bid.

21 **F. Step 6.** All affected employees will be required to submit location preferences in
22 order of priority to their immediate supervisor. All affected employees will be given 14 calendar
23 days to submit their preferences to the immediate supervisor after receipt of the formal position list.
24 The supervisor will match affected employees’ qualifications to position qualification requirements.

25 **G. Step 7.** Within seven calendar days, the Division shall provide to the union and
26 the employees the results of the lateral bumping process, prior to the implementation of the new
27 assignments. The results should include the schedule for implementation and a list of all employees’
28 work and locations.

1 **H. Step 8.** New location bids will be requested for each occurrence that could result
2 in a lateral bumping process within the classification.

3 **15.10. Probation.** Employees who elect to bump as provided herein or are recalled will not
4 be required to serve a probationary period in the classification, provided the employee has already
5 successfully passed probation in that classification.

6
7 **ARTICLE 16: SENIORITY**

8 **16.1. Definitions.** Seniority shall be defined as follows:

9 **A. County-Wide Seniority.** County-wide seniority is defined as the most recent
10 length of continuous service as a regular employee with the County in any combination of
11 positions/classifications. A regular employee who separates from the County and returns to the
12 bargaining unit within two (2) years will have their seniority restored to what it was at the date of
13 separation.

14 **B. Bargaining Unit Seniority.** Bargaining unit seniority is defined as the most
15 recent length of continuous service as a regular employee with the FMD SEIU Local 925 bargaining
16 unit, in any combination of job classifications covered by this Agreement. A regular employee who
17 separates from the County and returns to the bargaining unit within two (2) years will have their
18 bargaining unit seniority restored to what it was at the date of separation.

19 **C. Classification Seniority.** Classification seniority is defined as the most recent
20 length of continuous service as a regular employee in FMD in a given job classification. A regular
21 employee who separates from the County and returns to the bargaining unit within two (2) years will
22 have their classification seniority restored to what it was at the date of separation.

23 **16.2. Seniority Upon Promotion.** A regular employee in the bargaining unit who is
24 promoted to another classification within the bargaining unit shall continue to accrue seniority in the
25 classification from which the employee was promoted.

26 **16.3. Maintenance of Seniority While on Approved Leave.** An employee who is granted
27 an approved leave of absence from employment for family care, personal illness or injury, or similar
28 reasons shall continue to accrue bargaining unit and classification seniority during their leave of

1 absence, not to exceed one (1) year, and shall maintain bargaining unit and classification seniority
2 position relative to other employees.

3 **16.4. Seniority Ties.** In the event that two (2) employees have the same seniority, the
4 County shall determine which employee, in the event of layoff, shall be laid off.

5
6 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

7 **17.1. Public Interest.** The County and the Union agree that the public interest requires
8 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
9 to avoid or eliminate any conduct contrary to this objective.

10 **17.2. No Lock Out.** The County agrees not to lock out employees covered under this
11 Agreement.

12 **17.3. No Work Stoppage.** The Union shall not cause or condone any work stoppage,
13 including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave
14 absence which is not bona fide, or other interference with County functions by employees under this
15 Agreement and should same occur, the Union agrees to take appropriate steps to end such
16 interference. Any concerted action by any employee in the bargaining unit shall be deemed a work
17 stoppage if any of the above activities have occurred. Being absent without authorized leave shall be
18 considered as an automatic resignation. Such a resignation may be rescinded by the Section Manager
19 if the employee presents satisfactory reasons for their absence within three (3) calendar days of the
20 date his/her automatic resignation became effective.

21 **A.** Upon notification in writing by the County to the Union that any of its represented
22 employees are engaged in a work stoppage, the Union shall immediately, in writing, order such
23 represented employees to immediately cease engaging in such work stoppage and provide the County
24 with a copy of such order. In addition, if requested by the County, a responsible official of the Union
25 shall publicly order such Union employees to cease engaging in such a work stoppage.

26 **B.** Any employee who commits any act prohibited in this section will be subject in
27 accord with the County's Work Rules to the following action or penalties:

28 **1. Discharge.**

1 received from the County or outside parties, shall be retained in the employee’s official personnel
2 file.

3 **19.4. Health/Medical Records.** Health and medical records of employees shall be securely
4 maintained in a central location. Such files are entirely separate and distinct from the employee’s
5 personnel file. No information pertaining to the employee’s health or medical conditions will be kept
6 in personnel files or supervisor files.

7 **19.5. Supervisor’s Files.** Supervisors may maintain secondary personnel files to aid in
8 preparation for the annual performance evaluation. Items appropriate to be kept in such files include
9 samples of work, copies of letters of commendation and/or complaint, notes from informal
10 discussions with the employee regarding work performance and corrective action, and copies of
11 training records. The file shall be purged when the evaluation has been completed. Employees shall
12 have the right to review their file with reasonable notice. Employees may add a rebuttal statement to
13 any disputed item(s) contained in the file, which shall be attached to the document(s) in question and
14 retained in the file.

15 **19.6. Confidentiality of Personal Information.** Personnel files, records, and supervisor’s
16 files shall be maintained in a secure and confidential manner.

17 **19.7. Drug and Alcohol Policy.** The DHR Policy # 2021-0003 dated January 2, 2021 and
18 titled “Prohibited Drug Use and Alcohol Misuse Education and Testing Program for Employees
19 Occupying Non-Safety-Sensitive Positions”(hereinafter called “Drug and Alcohol Policy”), as
20 amended, is incorporated herein by reference, with the following modifications or additions.

21 **A.** The Union will be provided with a copy of the form(s) prepared indicating the
22 grounds for requiring an employee to submit to a reasonable suspicion test within twenty-four (24)
23 hours of testing or as soon as possible thereafter.

24 **B.** When available, a second supervisor will observe a reasonable suspicion test and
25 complete related forms in accordance with the Drug and Alcohol Policy.

26 **C.** Certain employees who have commercial driver’s licenses (CDLs) are subject to
27 testing pursuant to the Drug and Alcohol Policy because they are not currently required to drive as
28 part of their assigned duties, and as such fall under the non-safety-sensitive positions covered by the

1 policy. The parties recognize that those employees with a CDL that are assigned to perform safety
2 sensitive duties, concurrent with their CDL, will be included in the drug and alcohol testing program
3 that applies to that licensure and safety sensitive positions.

4 5 **ARTICLE 20: USE OF WORK OUTSIDE OF CLASSIFICATION**

6 **20.1. When Used:** Work out of class will not be used in lieu of filling vacancies through the
7 normal, open competitive selection process. Work out of class may be used for assignments that do
8 not exceed 29 consecutive days to meet needs such as:

- 9 (1) Time limited or project specific workload;
- 10 (2) Seasonal work;
- 11 (3) Cyclical work;
- 12 (4) Backfill vacancies during selection process;
- 13 (5) Backfill vacancies that may be target for elimination;
- 14 (6) Backfill vacancies due to leaves of absence;
- 15 (7) Backfill vacancies during dispute resolution.

16 **20.2. Training Capacity.** Employees in a training capacity may be assigned work normally
17 performed by a higher classification, except they will not be placed in a training capacity to
18 circumvent the intent of CLA Article 33 Working Out of Class. An employee assigned to a training
19 capacity shall be under the supervision and guidance of their immediate supervisor and shall not be
20 in the training position for more than ten (10) consecutive, regular working days. It is understood that
21 employees performing work pursuant to this Section are not performing a Working Out of Class
22 assignment.

23 **20.3. Seasonal and Cyclical Work.** Seasonal or cyclical work out of class as Floor Care
24 Specialist, Window Washer, Utility Worker, and Hazardous Waste Technician, will be assigned on a
25 voluntary basis to employees qualified to perform the work, provided such work can be scheduled
26 without incurring an overtime liability. Custodians or Utility Workers will be offered the opportunity
27 for Hazardous Waste Technician work prior to hiring such from outside the Division. Pay for work
28 so assigned shall be consistent with CLA Article 33 Working Out of Classification. The frequency

1 and duration of such work out of class assignment to individual employees shall be at the sole
2 discretion of management and assignments must be made in writing. In the event employees cannot
3 be assigned without incurring an overtime liability, the County may assign the work out of
4 classification to other bargaining unit employees.

5
6 **ARTICLE 21: UNION ACCESS**

7 **21.1. Visiting Work Sites.** Authorized representatives of the Union may, after notifying the
8 County official in charge, visit the work location of employees covered by this Agreement at any
9 reasonable time for purposes related to responsibilities as the collective bargaining agent, including
10 the investigation of grievances, but shall not conduct union business on County time.

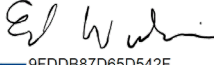
11 **21.2. Access to Members.** Authorized representatives of the Union may have reasonable
12 access to its represented employees in County facilities for transmittal of information or
13 representation purposes before work and during lunch breaks or other regular breaks as long as the
14 work of the County employees and services to the public are unimpaired. Prior to visiting
15 represented employees in County facilities, such authorized agents shall make arrangements with the
16 Section Supervisor .

17 **21.3. Stewards.** The Union shall have the right to appoint stewards under the terms of this
18 Agreement. The Division shall be furnished with the names of stewards so appointed. The steward
19 shall see that the provisions of this Appendix are observed, and they shall be allowed a reasonable
20 time to investigate grievances during regular working hours.

21 **21.4. Exercise of Rights.** It shall be a violation of this Agreement to directly or indirectly
22 interfere with, restrain, coerce, or discriminate against any employee or group of employees in the
23 free exercise of their right to organize and designate representatives of their own choosing for the
24 purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.


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For Service Employees International
Union, Local 925:

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9EDDB87D65D542F
Ed Washington
Union Representative

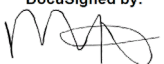
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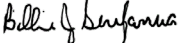
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Glenn Brown
Bargaining Unit Member

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Union Representative


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Deshawn Green
Bargaining Unit Member

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Michelle Anderson
Bargaining Unit Member

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Billie "Jodie" Siufanua
Bargaining Unit Member

For the County:

DocuSigned by:

25601F2BDE904EE...
Nancy Corado
Labor Relations Negotiator
Office of Labor Relations

cba Code: 012

Union Code(s): A6

ADDENDUM A

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

AND

KING COUNTY

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
9101100	912108	Custodian	32
9101102	912109	Custodian - Floor Care	33
9101310	912304	Custodian - Lead	36
9101103	912110	Custodian - Windows	38
2211100	221504	Inventory Purchasing Specialist I	42
9440100	942104	Utility Worker I	35
9440200	942210	Utility Worker II	39

*All salary ranges are the King County Salary Schedule, "squared table."

Certificate Of Completion

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Source Envelope:	
Document Pages: 30	Signatures: 7
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 97.113.85.23

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Storage Appliance Status: Connected	Pool: King County-King County Executive	Location: DocuSign
	Office-Office of Labor Relations	

Signer Events

Billie "Jodie" Siufanua
 billie.siufanua@kingcounty.gov
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Signature

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Deshawn Green
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Ed Washington
 ewashington@seiu925.org
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Glenn Brown
 gbrown@kingcounty.gov
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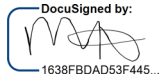
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Michelle Anderson
 mianderson@kingcounty.gov
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Rion Peoples
 rpeoples@seiu925.org
 Security Level: Email, Account Authentication
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Nancy Corado
 ncorado@kingcounty.gov
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmcconnaughey@kingcounty.gov

To 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 bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

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

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

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

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <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.