

**Coalition Labor Agreement (CLA) - Appendix for 100
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
LOCAL 77
AND
KING COUNTY**

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19
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21
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23
24
25
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27
28

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT.....1
ARTICLE 2: PURPOSE.....1
ARTICLE 3: UNION RECOGNITION.....3
ARTICLE 4: MANAGEMENT RIGHTS3
ARTICLE 5: WAGE RATES.....4
ARTICLE 6: OVERTIME.....6
ARTICLE 7: HOURS OF WORK.....7
ARTICLE 8: MISCELLANEOUS8
ARTICLE 9: SAFETY GEAR AND EQUIPMENT ALLOWANCE.....10
ARTICLE 10: REDUCTION IN FORCE AND REHIRE10
ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY11
ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION11
ARTICLE 13: SENIORITY12
ARTICLE 14: WAIVER CLAUSE.....12
ADDENDUM A: WAGES14

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

LOCAL 77

AND

KING COUNTY

These Articles constitute an agreement, the terms of which have been negotiated in good faith, between King County (“County”) and the International Brotherhood of Electrical Workers, Local 77 (“Union”). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council.

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

The Coalition Labor Agreement (CLA) shall apply to the bargaining unit employees as follows:

Section 1. The Preamble, Purpose Statement, and Coalition Individual Bargaining Agreement clauses in their entirety.

Section 2. All Superseding and Non-Superseding MLA Articles, except as noted or modified below.

Section 3. The following Non-Superseding CLA Articles do not apply:

- After Hours Support – CLA Article 43
- Safety Gear and Equipment Allowance – CLA Article 42

Section 4. The following CLA provisions are listed for reference only:

- Equal Employment Opportunity – CLA Article 39
- Organ Donation – CLA Article 36
- Training and License/Certifications – CLA Article 44
- Transportation Benefits – CLA Article 34
- Union Membership – CLA Article 37
- For a complete list see the CLA table of contents

ARTICLE 2: PURPOSE

Section 1. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King

1 County, and to set forth the wages, hours, and other working conditions of such employees in
2 appropriate bargaining units provided the County has authority to act on such matters and further
3 provided the matter has not been delegated to any civil service commission or personnel board
4 similar in scope, structure and authority as defined in R.C.W. 41.56.

5 **Section 2. Joint Labor Management Committee.**

6 Purpose: The parties agree that the Joint Labor-Management Committee (JLMC) is
7 established and authorized, consistent with applicable laws and the terms of this Agreement, to use
8 principles of mutual gains bargaining to interpret, apply, and resolve issues and interests affecting
9 Labor and/or Management consistent with the following principles:

10 A. To provide fair and reasonable rates of pay, hours, and working conditions for the
11 employees concerned with the operations of King County as covered by this Agreement;

12 B. To ensure the making of appointments and promotions as provided under the merit
13 system and this Agreement;

14 C. To provide stability of employment and to establish satisfactory tenure;

15 D. To provide for improvement programs designed to aid employees in achieving
16 their acknowledged and recognized objectives as outlined in this Agreement;

17 E. To promote the highest degree of efficiency and responsibility in the performance
18 of the work and the accomplishment of the public purposes of King County;

19 F. To resolve disputes arising between King County and the Union relating to matters
20 covered by this Agreement.

21 G. To promote systematic labor/management cooperation between King County and
22 its employees.

23 The JLMC does not waive or diminish management rights and does not waive or diminish
24 either parties' grievance or bargaining rights. The JLMC is authorized to bargain an issue, including
25 a specific provision contained in this Agreement, only if the parties' authorized bargaining agents are
26 present when bargaining. Further, such bargaining may include but will not be limited to, the design
27 of gainsharing and/or other pay for performance systems. The parties recognize that the JLMC may
28 not be able to resolve every issue.

1 Process: The parties agree that the JLMC shall meet at least quarterly. The JLMC shall be
2 co-equal; there will be a relative balance of representatives from management and the Union (while
3 the numbers may not be exactly the same, neither party should dominate in number of participants).

4 JLMC agenda items will be determined by mutual agreement of committee members. The
5 parties agree that they will use the JLMC to disclose, discuss and attempt to resolve any unfair labor
6 practice (ULP) charge prior to filing a ULP charge.

7 **ARTICLE 3: UNION RECOGNITION**

8 **Section 1. Recognition.** The County recognizes the Union as the sole collective bargaining
9 representative of all employees whose job classifications are listed in Addendum A, which by this
10 reference is made a part of this Agreement, or in new or added classifications where the employees
11 perform substantially similar work as the present job classifications.

12 **ARTICLE 4: MANAGEMENT RIGHTS**

13 **Section 1.** The Union recognizes the prerogatives of King County to operate and manage its
14 affairs in all respects in accordance with its responsibilities and powers of authority.

15 **Section 2.** King County management has the right to schedule overtime work as required and
16 consistent with requirements of public employment.

17 **Section 3.** It is understood by the parties that every incidental duty connected with operations
18 enumerated in job descriptions is not always specifically described.

19 **Section 4.** King County reserves the right to discipline and discharge for just cause. King
20 County reserves the right to lay off personnel for lack of work or funds, or for the occurrence of
21 conditions beyond the control of King County, or when such continuation of work would be wasteful
22 and unproductive. King County shall have the right to determine reasonable schedules of work and
23 to establish the methods and processes by which such work is performed.

24 **Section 5.** No policies or procedures in this Agreement shall be construed as delegating to
25 others or as reducing or abridging the following management responsibilities:

26 **A.** The responsibility for determining classification, status and tenure of employees,
27 establishing rules, initiating promotions and disciplinary actions and certifying payrolls.

28 **B.** The responsibility of Division Director or designees governed by Charter

1 provisions, ordinances and Personnel Guidelines which include, but are not limited to the following:

- 2 1. To suspend, demote, discharge or take other disciplinary action against
- 3 employees for just cause;
- 4 2. To relieve employees from duties because of lack of work, lack of funds, or
- 5 for disciplinary reasons;
- 6 3. To determine methods, means and employees necessary for departmental
- 7 operations;
- 8 4. To control the departmental budget(s);
- 9 5. To take whatever actions are necessary in emergencies in order to assure the
- 10 proper functioning of the departments.

11 **Section 6.** Nothing in this contract shall be construed to delete, add or restrict any provision
12 of the King County Charter. Any provision or part thereto of this contract shall be void if found to be
13 in conflict with the King County Charter.

14 **Section 7.** Employees outside of the bargaining unit may be temporarily assigned to work
15 within the bargaining unit for a period not to exceed thirty (30) working days without being subject to
16 the provisions of Article 3, Union Recognition and Membership

17 **ARTICLE 5: WAGE RATES**

18 **Section 1.** Wage rates for the period from January 1, 2021 through December 31, 2024 shall
19 be in accordance with the job classifications and rates in Addendum A of this Agreement.

20 **Section 2.** Upon successful completion of the probation period for following a Career
21 Service employee’s starting date in a classification covered under this Agreement, the employee shall
22 receive a one-step increase, provided the employee was hired at the first step of the pay range
23 assigned to the employee’s classification. If the employee was hired above the first step of the pay
24 range for the classification, any after-probation step increase shall be at the discretion of
25 management. New employees may be hired in above the first step at the discretion of management.

26 Advancement to each succeeding step shall occur after completion of each additional year of
27 continuous service. Denial of a step increase for cause may be authorized by the Division Director or
28 designee, provided that the employee so affected is served with written notification in advance

1 outlining the reasons for such action and provided with a written review every three months thereafter
2 as long as such denial remains in effect.

3 **Section 2.1.** Supervisor I and Supervisor II step progression shall only include steps 4, 6, 8,
4 and 10 only, as indicated in Addendum A. The Supervisor I and Supervisor II positions shall be
5 eligible for merit over the top pay pursuant to the King County Merit Pay Manual.

6 **Section 3.**

7 **A.** Employees assigned by proper authority to a Supervisor position shall be
8 compensated at the higher rate for all time so spent.

9 **B.** Whenever an employee who is performing the same duties as other employees in a
10 classification is assigned limited supervisory duties (such as distribution of work assignments,
11 maintaining a balanced work load among a group and keeping a record of work, production, or
12 attendance over employees in the same classification or a classification having the same entrance
13 salary), and these duties do not justify reallocation to a supervisory classification, the appointing
14 authority may designate the employee as a “lead worker”. The “lead worker” performs work under
15 the direction of a supervisor of a higher level who may not be present to give constant supervision to
16 the work because of duties and assignments performed in other areas. The appointing authority has
17 sole discretion regarding the selection or designation of which bargaining unit member is designated
18 as lead worker. An employee designated by the appointing authority as “lead worker” is eligible for
19 shift compensation of seven and one-half percent (7.5%) effective on the date of the assignment. At
20 such time as the “lead-worker” designation is removed, the employee’s compensation reverts to the
21 rate received prior to the designation.

22 **Section 4. General Wage Increases**

23 General Wage Increases shall be pursuant to the CLA Article 29 – Compensation and
24 CLA Memorandum of Agreement : Compensation Settlement for Implementation of Retroactive
25 Increases.

26 **Section 5. Shift Premium.** Employees assigned by management to a shift other than a day
27 shift on a straight-time basis shall receive a wage differential of 10% of the hourly rate for all hours
28 worked, provided that the shift is scheduled to start before 6:00 a.m. or end after 5:00 p.m. for a 5-8

1 shift, or the shift is scheduled to start before 6:00 a.m. or end after 6:00 p.m. for a 4-10 shift.

2 **ARTICLE 6: OVERTIME**

3 **Section 1. Contractual daily overtime** shall be paid to employees who work more than their
4 regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime
5 Rate in effect at the time the overtime work is performed.

6 **Section 2. Contractual weekly overtime** shall be paid to employees for all hours worked in
7 excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time
8 the overtime work is performed.

9 **Section 3. The Contractual Overtime Rate** for each overtime hour worked shall be one and
10 one-half times the combined amount of the employee’s hourly base rate of pay, as specified in the
11 Addendum A wage table, plus any applicable pay premiums in effect at the time the overtime is
12 worked that are contractually required to be included when calculating to be included when
13 calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher
14 rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant
15 to the FLSA.

16 **Section 4. For Roads Employees Only**, pursuant to their long-standing practice, all hours
17 compensated shall be considered hours worked for purposes of calculating overtime.

18 **Section 5.** Employees who are FLSA exempt are expected to put in the number of hours
19 required to perform their job and are not eligible for either overtime or compensation time.

20 **Section 6.** All overtime shall be authorized in advance by the Division Director or designee
21 in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regularly
22 scheduled work day for the individual crew.

23 **Section 7.** Emergency work at other than the normal scheduled working hours, or special
24 scheduled working hours not enumerated above shall be compensated at the contractual overtime
25 rate. In the event this overtime work is accomplished prior to the normal working hours and the
26 employee subsequently works their regular shift, their regular shift shall be compensated at regular
27 time.

28 **Section 8. Call-out Pay.** Employees not on standby that are called into work on an

1 unscheduled basis or because of an emergency, will be paid at the Contractual Overtime Rate of pay
2 from the time of the call/notice and until the time of return to their home (by the most expeditious
3 route possible). Employees shall receive a minimum of four (4) hours at the Contractual Overtime
4 Rate for each call out. Where such overtime exceeds four (4) hours, the actual hours worked shall be
5 allowed at the Contractual Overtime Rates.

6 **Section 9.** An employee on standby status shall receive 12.75% of their base rate of pay for
7 each hour on standby. Standby status requires an employee to remain on standby duty with a pager
8 (within pager range) during time off. If paged the employee will make contact within fifteen (15)
9 minutes and be en route within thirty (30) minutes. Employees shall receive notice in writing prior to
10 assignment on standby duty, except when emergencies interfere with such practice. Employees
11 called into work while on standby shall be paid in accordance with Section 6, except that they shall
12 not receive standby pay during the period of time they perform overtime work. FLSA exempt
13 employees shall not be eligible for standby pay.

14 **Section 10.** Employees may request to earn compensatory time off in lieu of overtime
15 payment at the appropriate rate. The accrual of compensatory time off shall be at the discretion of the
16 Supervisor. A maximum of up to eighty (80) hours may be accumulated at any time in accordance
17 with County Personnel Guidelines. The use of compensatory time must be requested at least forty-
18 eight (48) hours in advance and will be granted at the discretion of the Supervisor.

19 **Section 11.** FLSA-exempt employees covered under this Agreement are eligible for
20 Executive Leave in accordance with King County policy (Executive Policy PER 8-1-2) as amended.

21 **ARTICLE 7: HOURS OF WORK**

22 **Section 1.**

23 **A.** The parties agree that the standard schedule shall consist of five (5) consecutive
24 work days not to exceed eight hours each exclusive of the meal period, and not to exceed 40hours per
25 week, and shall normally be scheduled Monday through Friday.

26 **B.** The parties agree that the County shall have the right to set more than one standard
27 schedule within the core hours of 6:00 a.m. to 5:00 p.m. so long as the start and quit times for each
28 schedule are on the hour or the half hour.

1 C. The parties agree that alternative work schedules (4/10, 9/80, etc.) or changes to
2 shift times are permitted where mutually agreed to between the County and the employee, provided
3 that the schedules shall be consecutive days, Monday-Friday, and between the hours of 5:00 a.m. and
4 6:00 p.m.

5 **Section 2.**

6 A. The parties agree that the County shall have the right to temporarily assign an
7 employee to a temporarily vacant schedule.

8 The County shall give the employee advance notice of a temporary assignment. If the County
9 has less than ten working days notice and the vacancy arises due to the exercise of a leave benefit
10 contained in this Agreement, the County shall notify the employee no later than the end of the
11 employee’s shift the day before the assignment. If the County has ten or more working days notice of
12 a vacancy arising for any reason, the County shall notify the employee no later than seven calendar
13 days before the temporary assignment.

14 B. An employee who is assigned to a vacant schedule shall work the schedule for the
15 duration of the absence. If the absent employee returns on other than the first day of a work week,
16 the returning employee shall work the adjusted employee’s schedule until the end of the week unless
17 the affected employees agree otherwise.

18 **Section 3.**

19 A. The parties agree that the County shall have the right to establish special schedules
20 for specific projects, provided that the County provides 14 calendar days of notice and the project and
21 schedule are of at least seven calendar days duration.

22 B. The parties agree that alternative work schedules may also be permitted in special
23 schedules for specific projects where mutually agreed to between the County and employee.

24 **ARTICLE 8: MISCELLANEOUS**

25 **Section 1.** The County agrees to provide raingear and rubber boots to employees required to
26 work in inclement weather.

27 **Section 2. Training.** For the purposes of creating equitable opportunities for lateral and
28 promotional movement in the organization:

1 A. The parties agree to the creation of two JLMC sub-committees for each of the
2 primary jurisdictions covered in this CBA with the goal of establishing a regular
3 training schedule to include required and/or recommended certifications,
4 technology advancements, manufacturer certifications, and safety and leadership.
5 Records of such trainings shall be kept and made available to the Union upon
6 request.

7 B. Individuals who are no longer on probation may request job shadow opportunities
8 and other OJT skill development as it relates to their classification and
9 progression, subject to operational needs.

10 **Section 3. Vacancy Transfers.** Employees within the same classification may transfer to
11 vacant positions within the same division, provided they possess the minimum qualifications and pass
12 any required job testing for the vacant position. Approval to transfer, minimum qualifications and any
13 testing requirements shall be determined by management.

14 **Section 4. Selection Process for Traffic Signal Technician II's.** Prior to the initiation of
15 any external competitive merit-based process to fill a vacant Traffic Signal Technician II position,
16 current regular employees in the Traffic Signal Technician I (TST I) classification shall be given the
17 opportunity to apply for a vacant TST I position.

18 The internal process available to TST I's shall be accomplished pursuant to the following
19 procedure:

20 A. Written notification of the vacancy shall be provided to all TST I's who are
21 regularly employed at the time.

22 B. The notification will provide information about how to apply and a description of
23 the job that will include the essential job functions and the knowledge, skills and abilities necessary
24 to successfully perform the job. A level II IMSA certification will be a required qualification to pass
25 probation.

26 C. If none of the interested regular TST I's are selected to fill the vacant TST II
27 position, it will be filled through the County's open competitive hiring processes.

28 D. Interested regular TST I's who are not selected through the internal application

1 process may apply for the position during the open competitive hiring process.

2 **Section 5. Performance Evaluations.** The County may conduct performance evaluations at
3 least annually as part of a systematic and equitable employee performance management system.

4 **Section 6. Puget Sound Emergency Radio Network (PSERN).** Upon request, the parties
5 shall agree to meet and discuss the transition of the PSERN to the PSERN-Operator. The PSERN
6 Operator may be invited to participate in these discussions.

7 A. The parties acknowledge that there exists legacy work (examples include: in
8 building distributed antenna systems, console call status indication systems, voice recording systems,
9 mutual aid radios, campus radio systems, site maintenance, etc.) that is currently performed by ECSs.

10 **ARTICLE 9: SAFETY GEAR AND EQUIPMENT ALLOWANCE**

11 **Section 1.**

12 Bargaining unit employees in the Road Services Division shall be required to wear protective
13 footwear. Such employees will receive the above described payment of two hundred dollars
14 (\$200.00) to be used toward the purchase of the required footwear. The payment shall be made in the
15 paycheck covering July 15 to employees who are employed on July 15 of that year. The allowance
16 will be subject to regular tax withholdings as may be required under federal and state law.

17 Employees will be responsible to purchase the footwear and safety gear and are required to wear
18 safety equipment.

19 **Section 2.** The parties adopt Non-Superseding MLA Article 32.

20 **ARTICLE 10: REDUCTION IN FORCE AND REHIRE**

21 **Section 1.** Employees laid off as a result of a reduction in force shall be laid off according to
22 seniority within the division and classification with the employee with the least time being the first to
23 go. In the event there are two or more employees eligible for layoff within the division with the same
24 classification and seniority, the Division Director or designee will determine the order of layoff based
25 on employee performance.

26 **Section 2.** When a reduction in force is necessary, the Union and the employees who may be
27 affected shall be notified at least thirty (30) days prior to the effective date. At such time as a
28 reduction in force is of such an emergency nature as to prevent thirty (30) days notice, the earliest

1 possible notification will be given.

2 **Section 3.** Employees in a higher classification who have been notified of layoff may use
3 seniority to bump the least senior employee in a lower classification within the bargaining unit
4 provided they are qualified.

5 **Section 4.** Employees laid off will be eligible for rehire into positions of the same
6 classification according to seniority with King County. That is, the employee laid off last will be the
7 first rehired.

8 **ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY**

9 The County shall not unlawfully discriminate against any employee in employment on the
10 basis of race, color, creed, religion, national origin, age, marital status, sex, sexual orientation,
11 political ideology, ancestry, or the presence of a sensory, mental or physical disability. Allegations of
12 unlawful discrimination shall not be a proper subject for the grievance arbitration procedure pursuant
13 to Article 26, Section 4, Step 4 of this arbitration step of CLA. Such allegations that are not resolved
14 through Article 26, Section 4, Step 3 of the grievance procedure may be referred by the grievant to
15 the appropriate government agency.

16 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

17 **Section 1.** The County and the Union agree that the public interest requires efficient and
18 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
19 eliminate any conduct contrary to this objective. Specifically, the signatory organization shall not
20 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
21 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
22 County functions by employees under this Agreement, and should same occur, the signatory
23 organization agrees to take appropriate steps to end such interference. Any concerted action by any
24 employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have
25 occurred. Being absent without authorized leave shall be considered as an automatic resignation.
26 Such a resignation may be rescinded by the Division Director or designee if the employee presents
27 satisfactory reasons for their absence within three calendar days of the date their automatic
28 resignation became effective.

1 **Section 2.** Upon notification in writing by the County to the signatory organization that any
2 employees in the bargaining unit are engaged in a work stoppage, the signatory organization shall
3 immediately, in writing, order such members to immediately cease engaging in such work stoppage
4 and provide the County with a copy of such order. In addition, if requested by the County, a
5 responsible official of the signatory organization shall publicly order such employees in the
6 bargaining unit to cease engaging in such a work stoppage.

7 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
8 accord with the County’s Work Rules to the following action or penalties:

9 A. Discharge

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

11 **ARTICLE 13: SENIORITY**

12 **Section 1.** Seniority for all regular employees in any bargaining unit classification covered by
13 this contract shall be defined as the employee’s “Classification Date”. The Classification Date is
14 defined as the most recent date of hire into the regular position, as defined in Addendum “A”.
15 The “Classification Date” is adjusted for unpaid leaves of absence that exceed 30 calendar days. An
16 employee shall continue to accrue seniority if on unpaid protected (family medical and military)
17 leave.

18 **Section 2.** An employee who has obtained career service status in any bargaining unit
19 classification and who accepts a temporary position lasting more than 6 months in King County
20 outside the bargaining unit shall retain their seniority as of the date of hire into the temporary
21 position. Any temporary position lasting less than 6 months the member shall continue to accrue
22 seniority in their current classification.

23 For an employee who moves from a term-limited temporary position into a regular position
24 with no break in service, employment in the term-limited position will be included when establishing
25 the “Classification Date”.

26 **ARTICLE 14: WAIVER CLAUSE**

27 The parties acknowledge that each has had the unlimited right within the law and the
28 opportunity to make demands and proposals with respect to any matter deemed a proper subject for

1 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
2 Agreement. Therefore, the County and the signatory organization, for the duration of this
3 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
4 subject or matter not specifically referred to or covered in this Agreement.

5
6
7 For International Brotherhood of Electrical Workers, Local 77:

8 DocuSigned by:

9 

10 12A2AF5B9BFA469...

11 Rex Habner
12 Business Manager/Financial Secretary

13 For King County:

14 DocuSigned by:

15 

16 9BBD219A728E4E7...

17 Sasha P. Alessi
18 Labor Manager
19 King County Office of Labor Relations
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cba Code: 100

Union Codes: E1
E1A**International Brotherhood of Electrical Workers, Local 77****ADDENDUM "A" - WAGE RATES
Effective January 1, 2021 – December 31, 2024**

Job Class Code	PeopleSoft Job Code	Classification Title	Range
8302100	832102	Solid Waste Electronics Technician	57
5327100	838501	Electrical Inspector	58
8308100	835401	Electronic Communication Specialist	62
8303100	833101	Electronic Communication Technician I	48
8303200	832201	Electronic Communication Technician II (effective through December 31, 2022)	56
8303200	832201	Electronic Communication Technician II (effective January 1, 2023)	57
8307100	835301	Traffic Signal Technician I	57
8307200	835501	Traffic Signal Technician II	60

Steps 4, 6, 8, and 10 of the King County Square Table shall be used, unless otherwise referenced in this agreement.

The Shift Differential is 10%.

Job Class Code	PeopleSoft Job Code	Classification Title	Range
8700100	877104	Supervisor I	58
8700200	871204	Supervisor II	64

Steps 4, 6, 8, and 10 of the King County Square Table shall be used.

Certificate Of Completion

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Certificate Pages: 5	Initials: 0
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	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
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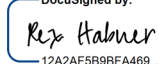
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Signer Events

Rex Habner
 rexhabner@ibew77.com
 Business Manager F/S
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Signature

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Sasha Alessi
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Intermediary Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2022 11:37:48 AM
Certified Delivered	Security Checked	7/22/2022 8:47:43 AM
Signing Complete	Security Checked	7/22/2022 8:47:48 AM
Completed	Security Checked	7/22/2022 8:47:48 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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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.