

**Coalition Labor Agreement (CLA) - Appendix for [330]
 Agreement Between King County
 And
 Public Safety Employees Union
 Department of Adult & Juvenile Detention Management (S1)**

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1 **ARTICLE 1: APPLICATION OF CLA**

2 **Section 1.1.** The CLA shall apply to the individual bargaining unit’s employees as follows:

- 3 A. The Preamble in its entirety.
- 4 B. All CLA superseding provisions.
- 5 C. All non-superseding provisions.

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7 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

8 **Section 2.1. Exclusive Recognition.** The King County Council recognizes the Union as
9 representing those employees in the Department of Adult and Juvenile Detention whose job
10 classifications are listed in Article 7, Wage Rates. Provisional employees are not covered by the
11 terms of this Agreement.

12 **Section 2.2. Employment Lists.** The County will transmit to the Union a current listing of
13 all employees in the bargaining unit within thirty (30) calendar days of request for same but not to
14 exceed twice per calendar year. Such list shall include the name of the employee, classification,
15 department, and salary.

ARTICLE 3: MANAGEMENT RIGHTS

1 It is recognized that the County retains the right to manage the affairs of the County and to
2 direct the work force. Except by the express terms of this Agreement, such functions of the County
3 include, but are not limited to:

4 a) determine the mission, budget, organization, number of employees, and internal security
5 practices of the Department;

6 b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and
7 determine the time and methods of such action;

8 c) discipline, suspend, demote, or dismiss employees for just cause except that when a
9 transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause
10 provisions of CLA Article 26;

11 d) assign and direct the work force;

12 e) develop and modify class specifications and allocate positions to those classifications;

13 f) determine the method, materials, and tools to accomplish the work;

14 g) designate duty stations and work sites, and assign employees to those duty stations and
15 work sites;

16 h) reduce the work force;

17 i) establish reasonable work rules;

18 j) assign the hours of work and assign employees to shifts and days off and;

19 k) take whatever actions may be necessary to carry out the Department's mission in case of
20 emergency.

21 In prescribing policies and procedures relating to personnel and practices, and to the
22 conditions of employment, the County will comply with state law to negotiate or meet and confer, as
23 appropriate.

24 All of the functions, rights, powers, and authority of the County not specifically abridged,
25 deleted, or modified by this Agreement are recognized by the Union as being retained by the County.
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1 **ARTICLE 4: UNION REPRESENTATION**

2 **Section 4.1. Negotiations.** No more than one (1) employee who is elected/appointed to serve
3 on the Union negotiating committee will be allowed to negotiate future contracts on County time.

4 **Section 4.2. Union Representatives.** The Department shall afford Union representatives a
5 reasonable amount of time while on-duty to consult with appropriate management officials and/or
6 aggrieved employees, provided that the Union representatives and/or aggrieved employees contact
7 their immediate supervisors, indicate the general nature of the business to be conducted, and request
8 necessary time without undue interference with assignment duties. The Department shall have the
9 option of requiring time spent on such activities to be recorded by the Union representatives on a time
10 sheet provided by the supervisor. Union representatives shall guard against use of excessive time in
11 handling such responsibilities.

1 **ARTICLE 5: HOLIDAY OBSERVANCE**

2 **Section 5.1. Holiday Pay.** All employees shall take holidays on the day of observance (as
3 identified above) unless their work schedule requires otherwise for continuity of services, in which
4 event, the employee shall be eligible for either an additional eight (8) hours of pay at the straight-time
5 regular rate or eight (8) hours of leave to be added to their accrued vacation, at the employee’s
6 option.

7 **A.** Annually, no later than February 1, employees shall make a selection for how they
8 want their holiday leave hours credited for the year (pay or leave) when they are required to work
9 their normal shift on a holiday. In the event the employee does not indicate a preference, the
10 employee shall receive pay.

11 **Section 5.2. Furlough on Holiday.** If a holiday falls on an employee’s furlough day, the
12 employee shall be eligible for eight (8) hours of leave to be added to their accrued vacation bank, pro-
13 rated for employees working less than a standard forty (40) hour work week, pursuant to CLA Article
14 10.

15 **Section 5.3.** Leave added to the vacation bank under this Article will be subject to all of the
16 same provisions as accrued vacation contained throughout this Agreement, including maximum
17 accruals.

18 **Section 5.4.** Overtime eligible employees who work a shift which begins on a holiday, shall
19 be paid for all regular hours worked at one and one-half (1-1/2) times their base rate of pay in
20 addition to the holiday pay as outlined above.

1 **ARTICLE 6: LEAVE INCREMENTS AND VACATION USE**

2 **Section 6.1. Leave Incremental Usage.** Vacation and Sick Leave may only be requested for
3 use by FLSA (Fair Labor Standards Act) non-exempt employees in one-half hour increments and
4 approved at the discretion of the Department director or designee. Vacation and Sick Leave shall
5 only be requested for use by exempt employees in full day increments and approved at the discretion
6 of the Department director or designee.

7 **Section 6.2. Vacation Preference.** When two bargaining unit employees, in the same or
8 different classifications, have requested vacation during the same period; and operational needs
9 require that only one bargaining unit employee can be off at one time, the bargaining unit employee
10 with the most bargaining unit seniority will be given preference: provided; the vacation request by
11 the senior bargaining unit employee has been submitted at least six (6) months prior to the requested
12 vacation dates. If the request has been submitted less than six (6) months in advance it will be
13 approved on a first come, first served basis.

14 **Section 6.3. No Conversion of Leave.** Approved vacation time may not later be converted
15 to compensatory time off.

ARTICLE 7: WAGE RATES

Section 7.1. Rates of Pay. Wage rates are as listed below. Ranges refer to rates on the King County Squared Table. Wage rates for regular part-time employees shall be based upon the hours actually worked.

Job Class Code	Peoplesoft Job Code	Classification Title	Range
2810300	281419	Administrator III	63
5223100	520402	Corrections Program Administrator	68
5222100	520302	Corrections Program Supervisor	63
2441400	243410	Project/Program Manager IV (Inmate Welfare Fund Manager and Records and Information System Manager only)	68
8700100	871102	Supervisor I	58
8700200	871202	Supervisor II	64
9501100	951501	Small Facility Food Services Supervisor	57

Section 7.2. Step Increases.

A. Upon successful completion of the probation period, an employee's salary shall be advanced to Step 2, if the rate currently paid is Step 1.

B. Progression to all further steps is on the following January 1, except that the next salary increase skips a January 1 when first salary increase is between October 1 and December 31, inclusive.

Section 7.3. Language Translation. Employees who translate a language in the work place identified by management as a language for which translation activity is necessary shall be paid five hundred dollars (\$500) per year. The stipend shall be paid to eligible employees on a pro-rated and per pay period basis. Eligible employees shall be required to pass a language proficiency test administered by the County. The employer retains the discretion to determine the number of employees that may qualify for the premium.

1 **ARTICLE 8: OVERTIME**

2 **Section 8.1. Overtime.** FLSA non-exempt employees shall be compensated at the
3 contractual overtime rate for work after forty (40) hours compensated hours per FLSA workweek, or
4 for consecutive hours worked in excessive of their regular scheduled work day of at least eight (8)
5 hours. The contractual overtime rate shall be one and one-half times the employee’s hourly base rate
6 of pay (known as “time and one half”). If the Fair Labor Standards Act (FLSA) requires a higher rate
7 of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to
8 the FLSA. No overtime shall be worked unless the employee has received prior approval from their
9 supervisor to work the necessary overtime hours.

10 **Section 8.2. Compensatory Time.** The employee will be allowed to elect to receive either
11 compensatory time or to be paid at the appropriate rate of pay. Employees may accrue up to 80
12 hours of compensatory time. Employees may continue to accrue additional compensatory time
13 beyond the 80 hours specified herein if, as a result of cyclical workloads or work assignments that the
14 taking of compensatory time would result in an undue hardship for the Employer, the employee is
15 unable to take accrued compensatory time. Employees must obtain a waiver from the Director of the
16 Department of Adult and Juvenile Detention to be able to accrue compensatory time beyond the 80
17 hour limit. If a waiver is denied, the use of accrued compensatory time shall be granted.
18 Compensatory time must be used during the calendar year in which it is accrued unless it is not
19 feasible due to work demands. The employee may then request, and the department director may
20 approve, the carryover of a maximum of 40 hours of accrued compensatory time. Compensatory
21 time that is not approved for carryover will be cashed out for each calendar year in the pay period that
22 includes December 31st. Compensatory hours that have been carried over must be used within the
23 first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

1 **ARTICLE 9: HOURS OF WORK**

2 **Section 9.1. Hours of Work.** The regular schedule of work of bargaining unit employees
3 shall be forty (40) hours per week, with five (5) consecutive eight (8) hour work days and (2)
4 consecutive furlough days, unless otherwise approved. The County’s FLSA workweek shall begin at
5 12:00 a.m. on Saturday of each week and continue for a total of seven (7) consecutive days through
6 11:59 p.m. the following Friday.

7 **Section 9.2. Assignment of Work Schedules.** The establishment of reasonable work
8 schedules (days of work, hours of work, and/or work locations) is vested solely within the purview of
9 Department management and may be changed from time to time provided a two (2) week notice of
10 change is given, except in cases of emergency, or circumstances over which the Department cannot
11 exercise control. PROVIDED: the required two (2) week notification period shall not commence
12 until the employee has received the verbal or written notification of the proposed change. In the
13 exercise of this prerogative, Department management will act reasonably and will establish schedules
14 to meet the dictates of the workload, however, nothing contained herein will permit split shifts.
15 Employees schedules will allow for a minimum of two (2) consecutive days off.

16 **Section 9.3. Alternative Work Schedules.** With management approval, work schedules
17 may be altered upon written request of the employee. If such written request is denied by
18 management, the employee may request to meet with management to discuss the reasons for the
19 denial. Management’s decision to deny a change in work schedule shall not be grievable under the
20 grievance procedure set forth in this Agreement.

21 **Section 9.4. Job-Sharing.** If two bargaining unit employees in the same job classification
22 wish to share one full-time position, they shall submit such a request to the Facility Commander, who
23 shall transmit the request to the Department Director. The Department Director shall have sixty (60)
24 days from the date they receive the request to review the request and either approve or deny the
25 request for job-sharing. Employees who share one full-time position shall receive pro-rata, on the
26 basis of hours worked, benefits, except medical, dental, and insurance benefits shall be granted on the
27 same basis as other half-time County employees. In the event that one of the job-sharing employees
28 terminates their employment (either voluntarily or involuntarily), the job-sharing arrangement shall

1 cease, and the remaining employee reverts to full-time. The provisions of this Section shall be
2 exempt from the grievance procedure set forth in CLA Article 26.

3 **Section 9.5. Correction Program Supervisors.** The work day of the Correction Program
4 Supervisors shall include a one-half (1/2) hour paid lunch. During this paid lunch the Correction
5 Program Supervisors shall be available for work. For employees receiving paid meal periods and/or
6 intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding
7 meal and rest periods for employees, and as such, these employees do not receive a designated meal
8 or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only
9 as described in this agreement, and not those provided by State law.

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1 **ARTICLE 10: MISCELLANEOUS**

2 **Section 10.1. Employee Personnel Files.** Any/all employee files, except the “background”
3 file, shall be available for review upon request during normal business hours. No information will be
4 placed in these files without the employee’s prior knowledge.

5 **Section 10.2. Travel Between Facilities.** Any employee stationed at one jail facility and
6 having to travel to another jail facility during their work shift will be provided a County car for the
7 trip, access to an employees’ transfer bus, or will be paid at the King County mileage rate then in
8 effect. The method of transportation used by the employee will be at the option of the County.

9 **Section 10.3. Parking Procedures.** If changes are made to King County parking procedures
10 as they affect employees at any King County Jail Facility where bargaining unit employees primarily
11 work, the Union may request to negotiate any mandatory subject of negotiations regarding such
12 changes per R.C.W. 41.56.

13 **Section 10.4. Bargaining Unit Vacancies and Transfer Opportunities.** Prior to filling a
14 vacancy in a bargaining unit position, employees in the same classification as the vacancy will be
15 given an opportunity to submit transfer requests for the vacant position. Selection of the successful
16 applicant will include seniority in classification as a factor in consideration. Employees who have
17 successfully transferred shall be prohibited from future transfers for a two (2) year period. If no
18 bargaining unit employee submits a transfer request for a vacant position, applications may be
19 solicited from non-bargaining unit employees at the discretion of management. Nothing in this
20 section shall modify management’s right to make changes in assignment to address departmental
21 operating need.

22 **Section 10.5 Meal Services.** The County reserves the right to end meal services in its
23 detention facilities for all employees at any time. Should the County end the provision of meal
24 service, it will notify the Union and bargain the impacts of the change.

1 **ARTICLE 11: PROBATIONARY PERIOD**

2 All newly hired, reinstated, and promoted employees must serve a probationary period as
3 defined in the King County Code. The probationary period is an extension of the hiring process,
4 therefore, the provisions of the CLA Article 26, will not apply to employees if they are discharged or
5 demoted during their probationary period. Grievances brought by probationary employees involving
6 issues other than discharge or demotion may be processed in accordance with Coalition Labor
7 Agreement, Article 26.

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1 **ARTICLE 12: EDUCATION AND TRAINING PROGRAM**

2 **Section 12.1. General.** The parties acknowledge that the training and development of
3 employees is a matter of primary importance.

4 **Section 12.2. Training Opportunities.** Notice of special schools and general training
5 opportunities will be posted and all interested personnel will be allowed to apply for these
6 opportunities prior to any final selection. In addition, the Department will continue its practice of
7 sending notices of specialized training opportunities to applicable personnel.

8 Employees shall be eligible to be paid their regular wages while attending approved and job-
9 related in-service, meetings, educational workshops and/or seminars plus travel expenses in
10 accordance with the County travel reimbursement policies.

11 **Section 12.3. Tuition Reimbursement.** The County agrees to reimburse employees for the
12 cost of tuition and books at an accredited institution for pre-approved degree work for any and all
13 (e.g., Associate, Bachelor’s, Master’s, PhD) degrees in criminal justice, public administration, or a
14 relevant field as determined by the County. The criteria to determine whether a degree program is
15 relevant shall be whether or not the program has a direct relationship to the employee’s work and
16 provides a corresponding benefit to the Department. The degree work will be reimbursed provided
17 the employee receives a grade of “C” or better, or a passing grade if taken as pass/fail. These
18 reimbursements shall be subject to the following conditions:

19 • The employee must have been employed by the Department for at least one full year
20 prior to the reimbursement request, and must remain with the Department for a minimum of two
21 years following receipt of reimbursement. Employees who do not remain with the Department for
22 the two years following receipt of reimbursement will be required to return the reimbursement
23 received, which may be accomplished by the County by deducting from final paychecks and/or
24 accrued leave cash outs. Any remaining balance will be due by the employee to the County at the
25 time of separation.

26 • The individual must be pre-approved for the specific degree program and will only
27 be reimbursed for necessary coursework or credits that are taken after approval.

28 • All requests for pre-approval shall be submitted to the Director or designee with

1 copies to the Division Director or designee and Finance.

2 • Employees partially through a program may submit for pre-approval but shall only
3 be reimbursed for any remaining necessary coursework or credits.

4 • All pre-approval requests must be submitted at least thirty (30) calendar days before
5 the start of any coursework subject to reimbursement.

6 • Reimbursement shall be limited to \$5,250 per calendar year, which is currently the
7 IRS annual cap for non-taxable employer provided education. Should the IRS reduce the annual cap
8 for non-taxable employer provided education, the allowable reimbursement amount shall be reduced
9 accordingly. Requests for reimbursement must be submitted no later than thirty (30) calendar days
10 after the employee’s completion of the qualifying courses.

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1 **ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 13.1. No Work Stoppage.** Nothing in this Agreement shall be construed to give an
3 employee the right to strike, and no employee shall strike or refuse to performed assigned duties to
4 the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown,
5 mass sick call, or refusal to perform any customarily assigned duties, or any other form of work
6 stoppage or interference with the normal operation of the jail.

7 **Section 13.2. Union Responsibility.** Upon notification in writing by the County to the
8 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in
9 writing, order such employee to immediately cease engaging in such work stoppage and provide the
10 County with a copy of such order. In addition, if requested by the County, a responsible official of
11 the Union shall publicly order such employees to cease engaging in such a work stoppage.

12 **Section 13.3.** The Employer agrees that there shall be no lock-out during the term of this
13 Agreement.

1 **ARTICLE 14: REDUCTION-IN-FORCE**

2 **Section 14.1. Order of Layoff.** Employees laid off as a result of a reduction in force shall be
3 laid off according to seniority within the classification; the least time within the classification being
4 the first to go. In the event there are two or more employees eligible for layoff within the Department
5 with the same length of time in a classification, then the time in the Department will determine the
6 order of layoff with the least senior being the first to go. Provided: no regular or probationary
7 employee shall be laid off while there are temporary extra-help employees serving in the
8 classification covered under this Agreement from which layoffs are to occur.

9 **Section 14.2. Reversion to Previously Held Positions (Bumping Rights).** In lieu of layoff,
10 a regular or probationary employee may on the basis of classification seniority, bump the least senior
11 employee in any lower level position (within the department and bargaining unit) formerly held by
12 the employee designated for layoff, provided that the employee exercising their right to bump has
13 more seniority in the classification than the employee who is being bumped.

14 **Section 14.3. Seniority of Corrections Program Administrators.** Employees in the
15 Corrections Program Supervisor classification who are promoted to the Corrections Program
16 Administrator classification will continue to accrue seniority in the Corrections Program Supervisor
17 classification while serving in the Corrections Program Administrator classification. Such employees
18 will accrue seniority in each classification simultaneously. This provision shall apply to current
19 Corrections Program Administrators who previously served as Corrections Program Supervisors,
20 retroactively to the date of their promotion to Corrections Program Administrator.

21 **Section 14.4. Reassignment by Director of Department of Human Resources (DHR).** In
22 lieu of layoff, or if an employee eligible to revert to a previously-held position pursuant to this Article
23 elects not to revert, the Director of DHR may reassign such employee to a comparable, vacant
24 position, when the Director of DHR determines such reassignment to be in the best interest of the
25 County.

26 **Section 14.5. Recall from Layoff.** The names of laid off employees will be placed on a re-
27 employment list in reverse order of the actual layoff. Such list shall remain in effect for a period of
28 two years or until all laid off employees are rehired with the County, whichever comes first.

1 **Section 14.6. Meet and Confer on Reductions-In-Force.** Whenever feasible, at least thirty
2 (30) calendar days prior to any proposed reduction in force of any bargaining unit position, the
3 County will meet with the Union. The purpose of the meeting will be to explore options to the
4 reduction in force that may be achieved through job sharing, leaves of absence, other Department
5 assignments, or such other options that the County and the Union may propose.

13
14 For King County:

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16 DocuSigned by: 7/10/2022
Diana Joy
17 Diana Joy, Labor Relations Manager
18 Office of Labor Relations
19 King County Executive Office

21 For Public Safety Employees Union:

23
24 DocuSigned by: 7/10/2022
Dustin Frederick
25 Dustin N. Frederick

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Business Manager
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Labor Relations Manager
King County Executive Department-OLR
Security Level: Email, Account Authentication (None)

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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.

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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.

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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.

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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.