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International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees January 1, 2021 through December 31, 2024 [154/F1A,F3A] 154CLAC0122 Table of Contents

These Articles, together with the Coalition Labor Agreement (CLA), constitute an agreement, the terms of which have been negotiated in good faith, between King County (the County) and Teamsters Local 117 (the Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (the Council) of King County, Washington.

#### **ARTICLE 1: PURPOSE AND DEFINITIONS**

- Section 1.1 <u>Purpose.</u> The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees represented by the Union. The articles of this Agreement set forth the wages, hours and working conditions for this bargaining unit, in addition to the provisions bargained in the CLA. The CLA shall apply to the individual bargaining unit's employees as follows:
  - **A.** All CLA superseding provisions.
  - **B.** All CLA non-superseding provisions, except:
    - Article 44 Training
- Section 1.2 <u>Definitions.</u> Definitions that apply to this Agreement are found under King County Code ("Code") 3.12.010, as amended. Where there is a difference between the Code definition and a definition in this Agreement, the Code will prevail. In addition to Code definitions, below are additional definitions that pertain solely to this Agreement. If a Code definition change is made that affects this Agreement, the County agrees to bargain the effects of the change as required by law.
- **A.** Comprehensive Leave Eligible Employee/Position Pursuant to the CLA, all full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.
- **B.** Hourly Employee An employee who is not exempt from the Fair Labor Standards Act and is eligible for overtime.
  - C. Regular Employee A career service employee.
- **D.** Salaried Employee An employee who is exempt from the Fair Labor Standards Act and is not eligible for overtime.

E. Temporary Employee - Includes probationary, provisional, short-term and term-limited employees. F. Transfer - Movement of an employee from one position to another within the same classification or different classification with the same pay range of the former classification. G. Base Hourly Rate (Base Rate) - The hourly rate of pay for the position that excludes all pay premiums (e.g., wage rated premiums and additions such as special duty pay). 

### **ARTICLE 2: UNION RECOGNITION AND D.R.I.V.E.**

**Section 2.1** <u>Recognition.</u> The County recognizes the Union as the exclusive collective bargaining representative of all employees whose job classifications are listed in the attached Addendum A and Addendum B made a part hereof by this reference.

**Section 2.2** <u>Bargaining Unit Lists.</u> The County will transmit to the Union a current listing of all employees in the bargaining unit(s) within thirty (30) calendar days of the Union's request for such a list, not to exceed twice per calendar year. For all employees performing bargaining unit work, the list shall include the name of the employee, classification, home address, department and salary.

Section 2.3 <u>Payroll Deduction for Political Contributions - Democratic, Republican,</u>

<u>Independent Voter Education (D.R.I.V.E.).</u> The County agrees to deduct voluntary contributions from the paycheck of all employees covered by this Agreement in accordance with the following:

- **A.** D.R.I.V.E. shall notify the County of the amount of compensation designated by each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar increments and calculated based on the employee's pay period.
- **B.** The County agrees to deduct from all employees covered by this Agreement their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full amount on behalf of the contributing employee, the County will not withdraw any funds for that pay period.
- C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.
- **D.** The Union will indemnify, defend and hold the County harmless against any claims made and against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

**ARTICLE 3: RIGHTS OF MANAGEMENT** 

**Section 3.1** <u>Management Rights.</u> The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

A. Specific Enumerated Rights. The County shall have the right to discipline and discharge temporary employees; demote, discipline and discharge regular employees for just cause; the right to lay off employees for lack of work or funds, for the occurrence of conditions beyond the control of the County, or when such continuation of work would be inefficient and/or unproductive. The County shall further have the right to hire, appoint, promote, train, transfer, assign and direct the workforce; determine work locations and assign employees to those locations; evaluate employee performance; contract out work; develop and modify classification specifications, allocate positions to those classifications, allocate employees to the positions; determine reasonable work shifts and schedules; schedule overtime work; establish the methods and processes by which work is performed; establish reasonable rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

#### **ARTICLE 4: HOLIDAYS**

#### Section 4.1 Holiday Benefits and Observance.

- A. Holiday Benefits. Holiday benefits (pay or paid leave) shall be based on the number of hours in the employee's regular workweek, up to a maximum of eight (8) hours for full-time employees with a forty (40) hour week, or seven (7) hours for full-time employees with a thirty-five (35) hour work week. Regular part-time employees shall receive pro-rated holiday benefits in the same manner as outlined in this Agreement.
- **B.** Holiday Observance. All employees shall take holidays off (up to eight hours) using holiday leave if eligible, on the King County official day of observance, unless their work schedule requires otherwise for continuity of services, as determined by the County.
- C. Alternate/Flextime Work Schedules. Hourly employees on alternative work schedules (e.g., working a 4/10 or 9/80 work schedule) may be required to adjust their schedules during a holiday week so as to be eligible for holiday pay plus all non-holiday work hours for that workweek (e.g., 5/8 or 5/7 work schedule). This requirement will, depending on business needs, be determined at the time that the alternative work schedule is established for the calendar year. If the employee is not required to adjust their schedule to work a five (5) day workweek during a holiday week, the employee will be eligible for an alternative holiday to be taken within the same pay period the holiday occurs, or at another approved date during the calendar year. Hourly employees on alternative work schedules who take holiday time off in excess of the seven (7) hours, for thirty-five (35)-hour workweek, or eight (8) hours, for a forty (40)-hour workweek, of holiday provided, and who do not adjust their work schedules to work a five (5) day workweek shall make up the difference using accrued vacation time, compensatory time, or leave without pay.
- **Section 4.2** Compensation for Work on a Holiday. Work performed by hourly employees on a holiday shall be paid at one and one-half (1-1/2) times the hourly rate of pay in addition to the regular holiday pay.
- **Section 4.3** <u>Holiday Pay Counts as Time Worked.</u> Holidays paid for but not worked by hourly employees shall be recognized as time worked for the purpose of determining weekly overtime.

Section 4.4 Calculation of Holiday Pay - Salaried Employees. Salaried employees are paid holiday pay for their standard work day, including employees working an alternative schedule. If the holiday falls on the salaried employee's regular day off, they will be eligible for an alternative holiday to be taken within the same pay period when the holiday occurs or at another approved date during the calendar year. 

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ARTICLE 5: VACATION SCHEDULING, APPROVAL, AND INCREMENTAL USE 1 2 **Section 5.1 Vacations.** Are pursuant to Article 32 of the CLA, except as modified below. 3 Section 5.2 Increments of Use. Hourly employees may request to use vacation leave in one-4 quarter (1/4) hour increments, at the discretion of the director/designee. 5 **Section 5.3 Vacation Scheduling.** 6 **A.** The director/designee shall be responsible for establishing a vacation schedule that 7 maximizes employee vacation opportunities while achieving the efficient functioning of the unit. 8 Employees are encouraged to submit vacation requests as far in advance as possible. 9 Director/designee's will respond at the earliest opportunity, but no more than ten (10) working days 10 after the employee submits their vacation request. 11 B. Dispute Resolution Regarding Vacation Approval. Business needs within 12 divisions and work groups affect how management responds to employee vacation requests. Labor 13 Management Committees are an appropriate forum for discussion of policies and procedures for 14 vacation approval. 15 16 17 18 19 20 21 22 23 24 25 26 27 28

**ARTICLE 6: OTHER LEAVE** 

Section 6.1 Executive Leave. Salaried employees covered by this Agreement who are in positions that are exempt from the overtime provisions of the federal Fair Labor Standards Act are expected to work the hours necessary to satisfactorily perform their jobs. Benefit eligible salaried employees may be granted up to ten (10) days of Executive Leave per calendar year in accordance with Executive Policy. Such benefit eligible employees will be entitled to up to five (5) days of paid Executive Leave per calendar year, under the following conditions:

A. Employees who are employed in an eligible bargaining unit position on January 1, shall be allowed five (5) days of Executive Leave for use during the calendar year; those employed in an eligible bargaining unit position after January 1 but before June 1, shall be allowed three (3) days of Executive Leave for use during the calendar year; those who are employed in an eligible bargaining unit position after June 1, but before September 1 shall be allowed two (2) days Executive Leave for use during the calendar year.

**B.** There will be no cash-out or carryover of unused Executive Leave to the following calendar year.

C. The guaranteed days of Executive Leave will not be awarded for the calendar year while an employee is on probation or to an employee whose most recent performance evaluation has an overall rating less than satisfactory. An employee will be considered to be in an eligible bargaining unit position on the date they successfully complete probation and will be awarded the guaranteed days as provided under Section A herein.

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**Section 7.1 Step Progression.** New employees shall be hired at Step 1 of their respective pay range, or at a higher Step at management's discretion, and advanced to the next step after successful completion of a probation period, except as provided herein. Advancement to the next step following successful completion of probation is at management's discretion if the employee is hired above Step 1.

- A. Pay on Promotion. Pay on promotion shall be consistent with King County Code 3.15.130, as amended.
- **B. Probation.** Regular employees will serve a probationary period as provided in King County Code, as amended. The probationary period will be at least six (6) months of service, but not more than twelve (12) months. If a probationary period is to be extended beyond six (6) months, written notice of the extension must be given to the employee before the employee completes the initial six (6) month probationary period, with a copy to the union.
- Section 7.2 Annual Step Increase. Regular employees shall automatically advance to the next salary step annually on January 1<sup>st</sup>, except for employees in their first six (6) months in a job classification who shall advance from their entrance step to the step increment granted upon successful completion of their probationary period and annually on January 1st thereafter. Except: Regular employees listed under Addendum B in the Department of Executive Services Airport Division, the Department of Public Health, and the Department of Natural Resources and Parks shall also be eligible for merit pay in accordance with the County's Performance Appraisal and Merit Pay System Manual (Merit Plan), as amended. Before changing Departmental standard performance appraisal criteria scores, the County will notify the Union sixty (60) calendar days prior to the change and, if requested, will meet to bargain the effects of the change.
- **Section 7.3** Classification Revisions. If the County adopts revisions to any classifications covered by this Agreement, the County will provide the Union with the proposed revisions and an opportunity to bargain the effects of the revisions.
- Section 7.4 Shift Differential. A shift differential of one dollar (\$1.00) per hour for all hours worked shall apply to employees who work a regularly scheduled second shift or a regularly

Section 7.5 Wage Adjustments. All wage rates in effect for the classifications listed in Addendum A and Addendum B receive increases in accordance with the provisions of the CLA. Section 7.6 Professional License and Certification Pay Premium. **A. Introduction.** The purpose of this pay premium (premium) is to compensate employees who are required to possess a valid professional license or certification for their specific job position that is beyond the requirements for all positions in a classification covered under this **B.** Eligibility. A premium of fifty dollars (\$50.00) a month shall be paid to employees who have a valid professional license or certification if all the following conditions are met: 1) it is listed in Subsection C or as otherwise agreed to by the County; 2) it is an additional requirement for a specific job position; and 3) it is not required for all positions in the classification. Premiums will only be paid prospectively after an employee submits written proof of the license or certification and the County approves its validity. The County may ask an employee to provide at least annual documentation of a license or certification to receive the premium. No employee may receive more than (\$50.00) per month under this Article regardless of the number of eligible The following is a list of professional licenses and certifications eligible for the premium: Real Estate Appraiser Certification, Washington State; ➤ Managing Broker and Designated Broker License; Federal Department of Transportation Substance Abuse Professional Section 7.7 Application of Pay Ranges as a Result of Collective Bargaining with Other <u>Unions.</u> The parties agree to reopen the contract should the County adjust the wage ranges for non-International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees

represented Executive Branch employees in the classifications listed in Addendum A and Addendum B of this Agreement or in classifications paid at similar wage ranges that are paid to bargaining unit(s) members covered by this Agreement.

Section 7.8 Pension Trust. The County shall pay fifty cents (\$0.50) to the Western Conference of Teamsters Pension Trust (WCTPT) on account of each employee in the Administrative Support Employees Bargaining Unit, identified in Addendum A, for every eligible hour for which compensation is paid. Such employees shall have their wage reduced by the amount of the County's contribution on the employee's behalf. Participation in, and contribution to, the WCTPT is subject to the terms of the following agreements:

- Memorandum of Understanding regarding "Uniform standards for establishment and administration of Western Conference of Teamsters Pension Trust accounts established through collective bargaining agreement with Teamsters Local 117", executed on November 8, 2010, and coded 000U0110
- Memorandum of Agreement regarding "Employee participation in the Western Conference of Teamsters Pension Trust", executed on August 15, 2011, and coded 000U0211
  The County agrees to re-open the Agreement upon request by the Union, solely for the purpose of negotiating bargaining unit(s) employees' participation in the WCTPT. The County and Union understand and agree that the Union will conduct a membership vote to determine whether either bargaining unit will participate in WCTPT, and that if a majority of members of that bargaining unit vote in favor of participation, all members of the bargaining unit must participate. The parties further agree that participation in WCTPT shall not result in an increase in the rate of pay for any employee covered by this Agreement.

## **ARTICLE**Sect

### **ARTICLE 8: OVERTIME**

Section 8.1 Overtime for Extra Hours. All work performed over forty (40) hours in any one (1) FLSA workweek, or in excess of a full-time, hourly employee's scheduled work shift of at least eight (8) hours in one (1) day shall be paid at the contractual overtime rate as defined below.

A. The contractual overtime rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums and/or shift differentials in effect at the time the overtime is worked (known as "time and one half"). Hourly employees whose scheduled full-time shift is less than eight (8) hours per day will receive straight-time overtime pay for all work in excess of the shift up to eight (8) hours, and will receive overtime pay after eight (8) hours in one (1) day. In the event that the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 8.2 Scheduled Day Off Overtime. If an hourly employee is required to work on a scheduled day off, the employee will be paid at the overtime rate for time worked in excess of forty (40) compensated hours in the workweek.

Section 8.3 Compensatory Time. If an hourly employee requests and the supervisor approves, the employee may be granted compensatory time at the rate of one and one-half times (1-1/2) for overtime hours worked in lieu of overtime pay. Employees may carry a maximum balance of eighty (80) hours compensatory time. Compensatory time may be taken as paid time off, to be requested and approved in the same process used for approving vacation leave. Employees may at any time request and receive a cash out of accrued compensatory time; and, compensatory balances will be cashed out annually in accordance with the procedures under the Personnel Guidelines.

**Section 8.4** <u>Authorization of Overtime.</u> All overtime shall be authorized in advance by the director or designee, except in emergencies. With respect to emergency situations, the employee shall make every reasonable effort to contact a supervisor prior to engaging in the work. Work on Saturday and/or Sunday is not overtime when it is a regularly scheduled workday for the employee.

**Section 8.5** Overtime Assignment. Except for shift extensions and employees performing previously assigned work, when overtime work is necessary, supervisors and/or managers will

request volunteers from the qualified employees in the work group. Each Division shall maintain a 1 2 list of voluntary overtime sign-up or notification procedures for employees. If more employees 3 volunteer than are needed for overtime work, the overtime work will be assigned to the most senior among the volunteers. If there are no volunteers or insufficient volunteers, overtime work will be 4 5 assigned to the least senior among the group of qualified employees, which may include temporary 6 employees or as otherwise mutually agreed to in the individual work unit, division, or department's 7 labor management committee. The parties recognize that the mutually agreed upon process for 8 allocating overtime assignments may change from time to time, and that the Union may request to 9 bargain the impacts of such a change. 10 A. Overtime for Alternate/Flextime Work Schedules. Hourly employees shall be paid overtime for hours worked in excess of their agreed upon Alternative or Flextime Work 11 12 Schedule. 13 Section 8.6 Minimum Standards Preserved. If any provision of this article conflicts with 14 minimum standards established by Federal or State law, then that provision shall be automatically 15 amended to provide the minimum standards. 16 17 18 19 20 21 22 23 24 25 26 27 28

### **ARTICLE 9: HOURS OF WORK**

Section 9.1 Workweek. The County's FLSA workweek shall begin at 12:00 a.m. on Saturday of each week and continue for a total of seven (7) consecutive days through 11:59 p.m. the following Friday. The standard full-time workweek shall consist of thirty five (35) or forty (40) hours within a seven (7) consecutive day period, exclusive of lunch periods, as determined by the director; except as provided under Section 10.5. Employees required to move to a forty (40) hour workweek, except for those employees who are exempt under Section 10.5, will be given thirty (30) days' notice before the change is implemented, unless another effective date is mutually agreed.

Any employee may request to work a thirty-five (35) or forty (40) hour work schedule and the County may grant such request. The decision to grant or deny the request is solely at the County's discretion and will be based on business needs.

Section 9.2 Workday. Generally, the working hours of each day shift shall be between 6:00 a.m. and 7:00 p.m. unless the operational needs of the division or of the particular assignment dictate otherwise, or unless adjusted to accommodate alternative work schedules/flex time schedule which may be requested by an employee. The establishment of reasonable work schedules is vested within the purview of the division management and may be changed from time to time; provided, that a two (2) week written notice is given to all affected employees, except in exigent circumstances. Requests for alternate work schedules or flex time will not be unreasonably rescinded or denied. The County agrees to make a good faith effort to accommodate an employee's request for alternative work schedules and/or flex time, consistent with efficient and effective County operations.

#### Section 9.3 Paid Rest Periods.

A. Hourly employees covered by this Agreement shall be provided with one (1) paid, fifteen (15)-minute rest period for each four (4) hours of working time as close to the mid-point of the shift as possible. Scheduled rest periods are not required where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked. If the employee is unable to take the rest period due to work requirements the employee will be paid at the overtime rate for the missed rest period time.

**B.** Unpaid Meal Period. Hourly employees covered by this Agreement shall be

provided with an unpaid meal time of at least one-half (1/2) hour but not more than one (1) hour during each work shift that exceeds five (5) hours. Meal periods will be scheduled between two (2) to five (5) hours after the start of the shift.

C. Meal Periods and Rest Periods. Meal periods shall be on paid time when the employee is required by the County to remain on duty on the premises or at a prescribed work site in the interest of the County. For employees receiving paid meal periods, pursuant to WAC 296-126-130(8)(b), this agreement specifically supersedes in total the meal period provisions of WAC 296-126-092. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked, scheduled rest periods will not be provided as set forth in WAC 296-126-092(5). Except as expressly outlined above, the County will provide meal periods and rest periods as set forth in WAC 296-126-092.

Section 9.4 Preservation of Designation. A regular employee who elected to be designated as hourly (by exercise of the one-time option provided in the 2001-2003 Agreement Between King County and the Union Bargaining Coalition Regarding Professional and Technical Classification/Compensation) to retain a thirty-five (35) hour workweek is entitled to retain the hourly status and thirty-five (35) hour workweek if the position is reallocated to a different job class; provided, the employee remains the incumbent in the reallocated position. An employee who has elected to retain the hourly designation may retain the elected designation and workweek when transferred at the County's initiative into a different, FLSA-exempt position. An employee who takes a different position as a result of bumping or reduction in force may be allowed at management's discretion to retain the hourly election.

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## ARTICLE 10: MISCELLANEOUS

**Section 10.1** <u>Union Access.</u> Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes before work, after work, during lunch breaks or other regular breaks, or at any reasonable time as long as the work of the County employees and services to the public are unimpaired. Prior to contacting members in County facilities, such authorized agents shall make arrangements with the director/designee.

Section 10.2 <u>Safety and Health.</u> The County agrees to comply with all applicable Federal, State and local laws and regulations regarding health and safety. In the event an employee discovers or identifies an unsafe condition, the employee will immediately notify the supervisor. Employees will not be disciplined for reporting unsafe conditions. If the County determines that there is an unsafe condition, it will be remedied immediately. No employee shall be required to use equipment which is not in a safe condition, or to work in an unsafe environment.

**Section 10.3** <u>Job-Related Training.</u> The County will pay all fees and travel expenses for required job-related training. Employees will be on paid work time when attending training required by management. Article 44 "Training" of the CLA does not apply to this bargaining unit.

**Section 10.4** <u>Personnel Records.</u> The County will maintain one (1) official personnel file for each employee. The personnel file shall contain official documents of employment, promotions, discipline and other personnel and career-related records of the employee.

A. Employee Access. The employee may examine their personnel file. Employees upon request may receive one (1) copy from their personnel file copied at no cost. Material relating to job performance or personal character will be provided to the employee prior to placement in the personnel file. The employee may challenge the propriety of including it in the file, and/or submit the employee's own documentation to be attached to the challenged material. Employees may request to have materials that reflect favorably on their performance or character included in their personnel file.

Section 10.5 <u>Moving Employee Work Location.</u> Upon request of the Union, the County will meet to discuss the impacts when moving a regular employee from one work location to another

if such move is to a different geographic location and is initiated by the County. County offices located in downtown Seattle are considered a single geographic location.

**Section 10.6** <u>Voluntary Demotion.</u> A regular bargaining unit employee may request to voluntarily demote into a non-vacant lower paid bargaining unit position for which they are qualified to perform the work and for which the director or designee has determined that the demotion is in the best interests of the County. The following terms shall apply to the demoted employee:

- A. The employee will receive the highest step in the new pay range that does not exceed the pay rate that the employee received before the demotion. If the employee is receiving above-Step-10 merit pay, such pay may be considered when determining the new pay and the new pay may not exceed 5% above Step 10.
  - **B.** Seniority shall be determined by Section 18.1 of the CBA.
- C. No right to recall to the position or job classification held prior to demotion unless demotion was a direct consequence of layoff notification.
- **D.** The parties agree to follow Personnel Guidelines on a term or condition that directly applies to the demotion if it is not addressed above.
- **Section 10.7** <u>Travel Time.</u> Employees that use their own vehicle shall be compensated for travel time between work locations during work hours as required by the FLSA. Mileage reimbursement will be in accordance with the CLA Article 24.
- Section 10.8 <u>Union Representation.</u> In the event the County requires an employee to attend a meeting for purposes of questioning an employee with respect to an incident which may lead to termination of that employee, the employee shall be advised of their right to be accompanied by a representative of the Union and if the employee desires Union representation in said matter, they shall notify the County at that time and shall be provided a reasonable time to arrange for Union representation.
- Section 10.9 <u>Automatic Vehicle Location System Use Policy.</u> The "Automatic Vehicle Location System Use Policy", as amended, shall apply to all employees with the following modifications or additions:
  - A. AVL data will not constitute the sole documentation used to determine discipline

imposed on an employee.

**B.** Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

C. The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to suspect that an employee has committed an offense that could result in discipline (i.e. no fishing expeditions). The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action.

- **D.** If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data upon request before conducting an investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.
- **E.** The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.
- **F.** All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union represented employee, for response pursuant to the department's policies and procedures.

ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY GRIEVABILITY

Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure of Article 39 of the CLA. Grievances involving allegations of discrimination that are not resolved through the grievance procedure of Article 39 of the CLA may be referred by the grievant to the appropriate government agency.

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

Section 12.1 No Strike, Work Stoppage or Slowdown. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

**Section 12.2** <u>Union Obligation.</u> Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 12.3 <u>Consequences To Employee.</u> Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without leave. The County may consider such absence a resignation. Such employees are also subject to discharge, suspension, or other disciplinary action.

### ARTICLE 13: REDUCTION-IN-FORCE/LAYOFF REHIRES

Section 13.1 <u>Seniority Definition</u>. Seniority for all regular employees in regular positions is defined as total length of service in regular positions with the County including any service prior to 1995 with the former Municipality of Metropolitan Seattle, which has already been applied if relevant to the employee's adjusted service date. For purposes of layoff, bumping, and recall, the identification of affected employees shall be made on a case by case basis with seniority as the primary consideration as well as ability, skill, and experience in the job classification/position.

Section 13.2 <u>Probation Period, Temporary Service and Seniority Date.</u> A new employee shall be entitled to seniority when such employee has completed a probationary period of at least six (6) months with the County. If the probation period was extended beyond six (6) months, the seniority date will be retroactive to the beginning of employment upon successful completion of the probationary period.

A. Short term temporary employees and term-limited temporary employees do not obtain seniority until such time as they are hired in a regular position in the same classification without a break in service. For such employees, upon successful completion of probation the seniority date shall be the first day of employment in the temporary position. In addition, an employee who has served as a term-limited temporary employee and who is subsequently appointed to a regular position in the same department, division and classification within sixty (60) days of the employee's last day of service as a term-limited temporary employee will have as seniority date the first day of employment in the term-limited temporary position.

**Section 13.3** Loss of Seniority. Seniority rights shall be forfeited if the regular employee is discharged for just cause, if the employee resigns employment with the County or if the regular employee is on a leave of absence in excess of two (2) years if such leave is approved in accordance with CLA Article 3 Unpaid Leaves of Absence.

**Section 13.4** Elimination of Positions. The County agrees to notify the Union and the affected regular employee in writing at least six (6) weeks in advance of any position anticipated to be eliminated or any anticipated reduction in work hours. Seniority shall apply to layoffs pursuant to Section 18.1. Such notice of layoff shall include the name, classification and seniority date of all

such employees whose positions are scheduled to be eliminated. Following the consideration of other options as described below, and the exercise of bumping options as provided in this Article, the affected employees will receive the final notice of layoff not less than thirty (30) days before the effective date. Prior to laying off any employee, management shall consider the following options for the impacted employee(s):

- **A.** Voluntary layoff.
- **B.** Voluntary retirement pursuant to the rules of the Public Employment Retirement System.
  - C. Any other voluntary programs such as job sharing, limited hours, etc.

**Section 13.5** <u>Placement.</u> The County will endeavor to place in other positions throughout the County those employees who are laid off. Employees who are eligible will receive referral, placement, and other services provided by the King County Career Support Services Program.

**Section 13.6** <u>Bumping.</u> Employees who are identified for layoff by written notice, or written notice of a reduction of work hours, must within three (3) work days after the employee receives such notice, notify the County of their intention to bump into another position within the bargaining unit, provided such an option is available.

- **A.** Eligibility to Bump. After receiving the layoff or reduction in hours notice, employees may displace (bump) another employee within the employee's layoff group as defined in Section 18.7 below, if they meet all of the following criteria:
- 1. The laid off employee may bump the least senior employee in the layoff group who holds a position for which the laid off employee is qualified in the job classification or job classification series from which the employee is laid off, provided the employee to be bumped has less seniority than the employee who elects to bump; and
- 2. The job classification of the employee to be bumped is at a pay range equal to or lower than the employee who elects to bump; and
- **3.** The employee electing to bump has the skill, ability and experience required to perform the work of the job classification/position.
  - B. Identification of bumping options will begin with the classification from which the

and

employee is laid off, and proceed to the next lower level classification in the series if no option is available in the employee's classification. If no bumping option is available within the laid off employee's classification and classification series, the employee may bump the least senior employee in another classification (or lower paid classification in the classification series) covered by this Agreement in the layoff group who holds a position for which the laid off employee is qualified, provided that

- 1. The laid off employee completed a probationary period in the classification;
- **2.** The employee to be bumped has less seniority than the employee who elects to bump; and
- **3.** The job classification of the employee to be bumped is at a pay range equal to or lower than the employee who elects to bump; and
- **4.** The employee electing to bump has the skill, ability and experience required to perform the work of the job classification/position.
- **C. Bumping Procedure.** The County will identify the position or positions into which a laid off employee is qualified and eligible to bump. It shall be the right of management to determine if an employee has the skill, ability and experience required to bump into a position, and such determination shall be made on a reasonable basis.
- 1. An objection to a determination by management that an employee does not have the requisite skill, ability and experience shall be initiated at Step 2 of the grievance procedure set forth in Article 26 of the CLA. The employee who raises such objection through the grievance procedure must participate in a skills assessment by the Career Support Services program. The skills assessment will be considered by the Division Director/designee who adjudicates the employee's grievance.
- **2.** If more than one (1) laid-off employee is eligible to bump into a position, the most senior among the laid off employees will have priority.
- **3.** Nothing in this Article shall be construed as a requirement by a laid-off employee to displace another employee. Exercise of the bumping option shall be voluntary.

1 **4.** An employee who is notified of a bumping option must accept or decline the option 2 within five (5) work days of being notified. If the employee does not respond within the five (5) 3 days, the County will consider that the employee has declined to bump. The employee will be 4 advised of the five (5) day response requirement when notified of the bumping option. 5 Section 13.7 Layoff Groups. For purposes of administering this Article, the following are 6 the layoff groups in which an employee may exercise bumping rights: 7 Layoff groups within the Department of Executive Services: • Airport Division 8 9 Fleet Division 10 • Finance and Business Operations Division • Office of Risk Management 11 • Records, and Licensing Services Division 12 13 • Facilities Management Division 14 The layoff group is the Department for the following, except the Department of Natural 15 Resources and Parks, which is by Division within the Department: 16 • Department of Natural Resources and Parks (by Division) 17 • Department of Adult and Juvenile Detention 18 • Department of Public Health 19 Elections 20 • Department of King County Information Technology 21 • Department of Community and Human Services 22 • Department of Local Services, Roads Services Division 23 • Department of Human Resources 24 **Section 13.8 <u>Bumping of Temporary Employees.</u>** A regular employee may bump a term-25 limited temporary employee in a bargaining unit position within the layoff group, or may accept 26 appointment into a vacant term-limited position in the bargaining unit, provided the regular employee meets the qualifications of the position. The placement of a regular employee into a term-limited 27 28 position shall not convert such position to a regular position; however, at the conclusion of the term-

limited appointment, such regular employee shall be entitled to all benefits of any other regular employee subject to layoff, as provided in this Article. The employee will continue to accrue seniority while in the term-limited position.

Section 13.9 Recall. All bargaining unit employees who are laid off, whose hours of work are reduced involuntarily, who accept a position with a lower salary range, or who accept a term-limited temporary position in lieu of layoff, shall be placed on a bargaining unit recall list. Recall to the job classification held at the time of layoff shall be by seniority pursuant to Sections 18.1 and 18.2 of this Article. A laid off employee may be involuntarily removed from the recall list after the expiration of two (2) years from the date of layoff, or if the employee does not accept re-employment within the bargaining unit in a similar position/job classification, except for bona fide reasons. Refusal to accept re-employment in a position with a lower salary range or with fewer working hours than the employee held at the time of layoff shall not be cause for removal from the recall list. Employees who are eligible for recall may accept a temporary or term-limited position without jeopardy to their recall rights.

**Section 13.10** The Department of Human Resources shall adhere to the procedures to the County's Workforce Management Plan, except as otherwise provided in this Agreement, regarding the placement of laid off employees to positions within the bargaining unit.

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appraisal.

### **ARTICLE 14: PERFORMANCE APPRAISALS**

Section 14.1. At least one (1) performance appraisal should be completed during the employee's probationary period, and at least annually thereafter. The annual appraisal should be completed no later than October 1 of each calendar year. However, late appraisals will not affect the date a wage adjustment will be effective if such wage adjustment is based on the appraisal. The supervisor doing the appraisal should meet with employee at the start of the review period to discuss performance standards and any expected performance measures that will be evaluated during the rating period. Employees may submit a statement in response to the performance appraisal which shall be maintained as an addendum to the document in their personnel file. In the event that the County implements a new performance appraisal system during the term of the Agreement the parties agree to negotiate the effects.

### Section 14.2. Appeal of a Regular Employee Performance Appraisal.

**A.** Within five (5) working days after a copy of the performance appraisal form is given to the employee, the employee may request additional review and consideration by their division director (or, where the employee's supervisor is the division director, the department director). The employee should prepare a written request, which includes the following elements:

- 1) Identify the appraisal by date, the name of the evaluator, and the date the appraisal was received.
  - 2) Specify the ratings or comments that the employee believes are incorrect.
  - 3) State the ratings or comments the employee believes should be made on the
  - 4) Give facts substantiating each change requested.
- 5) Keep a copy of the written request and send the original to the division (or department) director.
- **B.** Upon receiving the request, the division (or department) director will have 15 calendar days to meet with the employee. The division (or department) director will either sustain or change the performance appraisal and notify the employee of the decision in writing. In case of a

change to the appraisal, a copy of the revised appraisal is to be included with the decision. 1 2 C. In the event that the issue is not resolved by the division director, the employee 3 may, within 15 calendar days of the meeting with the division director, meet with the department director, who will notify the employee of the decision in writing. The department director's decision 4 5 to sustain or change the performance appraisal will be final. 6 7 8 9 10 For King County: 11 12 DocuSigned by: Viana Joy 7/13/2022 13 Diana Joy 14 Labor Relations Manager 15 Office of Labor Relations King County Executive Office 16 17 18 For the Union: 19 DocuSigned by: 20 7/13/2022 Anta 21 John Scearcy 22 Secretary-Treasurer 23 International Brotherhood of Teamsters Local 117 24 25 26 27 28

International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees January 1, 2021 through December 31, 2024 [154/F1A,F3A] 154CLAC0122 Page 27

# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum Addendum A - Master List

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
4200100	421104	Administrative Office Assistant	29
4201100	421207	Administrative Specialist I	33
4201200	421311	Administrative Specialist II	37
4201300	421405	Administrative Specialist III	41
4201400	421504	Administrative Specialist IV	46
4300100	431202	Customer Service Specialist I	32
4300200	431303	Customer Service Specialist II	36
4300300	431403	Customer Service Specialist III	40
4300400	431502	Customer Service Specialist IV	45
4101100	411104	Fiscal Specialist I	34
4101200	411206	Fiscal Specialist II	38
4101300	411304	Fiscal Specialist III	42
4101400	411403	Fiscal Specialist IV	47

<sup>\*</sup> Job titles covered by this agreement are within the departments and divisions indicated on the following pages.

Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

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<sup>\*\*</sup> For rates, please refer to the King County Squared Salary Table.

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DCHS (A)

## Department of Community and Human Services Central Administration Unit

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

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# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DES-Airport (A)

## Airport Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DES-Fleet (A)

## Department of Executive Services Fleet Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DES-FMD (A)

## Department of Executive Services Facilities Management Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-FBOD (A)

## Department of Executive Services Finance and Business Operations Division

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES-RALS (A)

## Department of Executive Services Records and Licensing Services Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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# International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DHR (A)

## Department of Human Resources

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DES - ORM (A)

### Department of Executive Services Office of Risk Management

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist II

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International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-Admin (A)

Department of Natural Resources and Parks
Administration (Director's Office)

**Classification Title** 

Administrative Specialist II

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International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-Parks (A)

### Department of Natural Resources and Parks Parks and Recreation Division

Classification Title
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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## International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum DNRP-SWD (A)

### Department of Natural Resources and Parks Solid Waste Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DNRP-WLRD (A)

### Department of Natural Resources and Parks Water and Land Resources Division

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DPH (A)

### Department of Public Health Administrative Services Division (Human Resources Section)

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III

International Brotherhood of Teamsters Local 117
Administrative Support Employees
Wage Addendum
DLS - Roads (A)

### Department of Local Services Road Services Division

Classification Title
Administrative Office Assistant
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Customer Service Specialist III
Customer Service Specialist IV
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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## International Brotherhood of Teamsters Local 117 Administrative Support Employees Wage Addendum Elections (A)

### King County Elections

Classification Title
Administrative Specialist I
Administrative Specialist II
Administrative Specialist III
Administrative Specialist IV
Customer Service Specialist I
Customer Service Specialist II
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fiscal Specialist IV

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#### Addendum B

#### Union Code(s): F3A

## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum Master List - Addendum B

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2110200	211203	Accountant	52
2110100	211102	Accountant - Assistant	46
2110500	212402	Accountant - Principal	60
2110300	211303	Accountant - Senior	56
2810100	281208	Administrator I	50
2810200	281303	Administrator II	56
2240100	224102	Archivist - Assistant	48
2811200	286202	Business Analyst - Senior	68
2131100	214105	Business and Finance Officer I	53
2131200	214205	Business and Finance Officer II	58
2131300	214303	Business and Finance Officer III	62
2131400	214403	Business and Finance Officer IV	67
2333100	233602	Claims Administrator	50
2330100	233101	Claims Assistant	47
2330200	233203	Claims Officer	52
2332100	233502	Claims Officer II	57
2501100	252102	Communications Specialist I	51
2501200	252207	Communications Specialist II	54
2501300	252303	Communications Specialist III	58
2501400	252403	Communications Specialist IV	64
2215400	223202	Contract Specialist Assistant (DES-FBOD Procurement and Payables)	51
2215100	223806	Contract Specialist I (DES-FBOD Procurement and Payables)	56
2215200	223907	Contract Specialist II (DES-FBOD Procurement and Payables Section)	61
2215300	224007	Contract Specialist III (DES-FBOD Procurement and Payables Section)	66
2244300	229201	County Records Analyst	50
2230100	223302	Customer Services Coordinator - Assistant	49
2230200	223403	Customer Services Coordinator	55
2230300	223503	Customer Services Coordinator - Lead	59
4300500	430001	Customer Service Specialist Supervisor	50
2251100	226204	Educator Consultant I	54
2251200	226303	Educator Consultant II	58
2251300	226408	Educator Consultant III	62
8305100	835102	Fire and Life Safety Technician	44
2216300	225907	Grant Administrator	65
2311200	231204	Human Resource Analyst	57
2311300	231304	Human Resource Analyst - Senior	62
2311100	231103	Human Resource Associate	51
2272100	227401	Language Services Specialist I - Elections	43
2272200	227501	Language Services Specialist II - Elections	51 
2336100	233005	LEOFF 1 Claims Specialist	57
2444100	243803	Maintenance Planner Scheduler	58
3350100	335102	Nurse Case Manager	64
2252300	226703	Occupational Education and Training Program Administrator	58
2252400	226801	Occupational Education and Training Program Administrator - Senior	63

## Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum Master List - Addendum B

Union Code(s): F3A

Job Class Code	PeopleSoft Job Code	Classification Title	Range**
2151100	207120	Payroll Specialist	44
2150300	207301	Payroll Administrator	49
2441100	243108	Project/Program Manager I	53
2441200	243214	Project/Program Manager II	58
2441300	243304	Project/Program Manager III	63
2441400	243407	Project/Program Manager IV	68
2634100	264804	Real Property Agent I	51
2634200	264904	Real Property Agent II	55
2634300	265004	Real Property Agent III	61
2634400	265104	Real Property Agent IV	67
2634500	265204	Real Property Agent Supervisor	71
2244100	225401	Records Center Technician	36
2244200	225504	Records Center Supervisor	50
2243100	225302	Records Management Specialist	46
2334600	234701	Safety and Health Professional - Certified	69
2430100	242103	Water Quality Planner/Project Manager I	53
2430200	242202	Water Quality Planner/Project Manager II	58
2430300	242303	Water Quality Planner/Project Manager III	63
2430400	242401	Water Quality Planner/Project Manager IV	68

<sup>\*</sup> Job titles covered by this agreement are within the departments and divisions indicated on the following pages.

Excluded: supervisory employees, confidential employees, employees represented by another labor organization, and non-represented positions or employees who have historically or by agreement not been in the unit.

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<sup>\*\*</sup> For rates, please refer to the King County Squared Salary Table.

# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DAJD-Admin (B)

Union Code(s): F3A

#### Department of Adult and Juvenile Detention Administrative Services\*

Classification Title
Human Resource Analyst
Human Resource Associate

<sup>\*</sup> Certain employees are excluded.

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## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DES-FMD (B)

### Department of Executive Services Facilities Management Division

Classification Title
Customer Service Coordinator
Fire and Life Safety Technician
Maintenance Planner Scheduler
Real Property Agent I
Real Property Agent II
Real Property Agent III
Real Property Agent IV
Real Property Agent Supervisor

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Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DES-Airport (B)

Union Code(s): F3A

Department of Executive Services
Airport Division

Classification Title

Administrator I

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# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DES-FBOD (B)

Union Code(s): F3A

Department of Executive Services
Finance and Business Operations Division

Classification Title
Accountant
Accountant - Assistant
Accountant - Senior
Accountant - Principal
Business and Finance Officer I
Business and Finance Officer II
Business and Finance Officer III
Business and Finance Officer IV
Contract Specialist Assistant (Procurement and Payables Section)
Contract Specialist I (Procurement and Payables Section)
Contract Specialist II (Procurement and Payables Section)
Contract Specialist III (Procurement and Payables Section)
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III

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## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DES-RALS (B)

### Department of Executive Services Records and Licensing Services Division

Classification Title
Archivist - Assistant
County Records Analyst
Customer Service Specialist Supervisor
Customer Services Coordinator - Assistant
Customer Services Coordinator - Lead
Records Center Supervisor
Records Center Technician

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# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DHR (B)

Union Code(s): F3A

#### Department of Human Resources

Classification Title
Business and Finance Officer I
Claims Administrator
Claims Assistant
Claims Officer
Claims Officer II
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV
Educator Consultant I
Educator Consultant II
Educator Consultant III
Human Resource Analyst
Human Resource Analyst - Senior
Human Resource Associate
LEOFF 1 Claims Specialist
Nurse Case Manager
Occupational Education and Training Program Administrator
Occupational Education and Training Program Administrator - Senior
Payroll Administrator
Project/Program Manager I
Project/Program Manager II
Project/Program Manager III
Project/Program Manager IV
Safety and Health Professional-Certified

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# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DKCIT (B)

Union Code(s): F3A

### Department of King County Information Technology Design and Civic Engagement Division

Classification Title
Communications Specialist II
Communications Specialist III
Communications Specialist IV

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Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DLS - Roads (B)

Union Code(s): F3A

Department of Local Services Road Services Division

Classification Title

Payroll Specialist

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# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DNRP-Admin (B)

Union Code(s): F3A

Department of Natural Resources and Parks Administration (Directors Office)

Classification Title
Communications Specialist I
Communications Specialist II
Communications Specialist III
Communications Specialist IV

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Addendum B
International Brotherhood of Teamsters Local 117
Professional & Technical Employees
Wage Addendum
DNRP-Parks (B)

Union Code(s): F3A

Department of Natural Resources and Parks
Parks and Recreation Division

Classification Title
Human Resource Analyst
Human Resource Associate

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## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DNRP-SWD (B)

#### Department of Natural Resources and Parks Solid Waste Division

Classification Title		
Accountant		
Accountant - Assistant		
Accountant - Senior		
Administrator I		
Administrator II		
Business and Finance Officer I		
Business and Finance Officer II		
Business and Finance Officer III		
Business and Finance Officer IV		
Communications Specialist II		
Communications Specialist III		
Human Resource Analyst		
Human Resource Associate		
Maintenance Planner Scheduler		
Payroll Specialist		
Project/Program Manager I		
Project/Program Manager II		
Project/Program Manager III		
Project/Program Manager IV		
Records Management Specialist		
records management opecialist		

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# Addendum B International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DNRP-WTD (B)

Union Code(s): F3A

Department of Natural Resources and Parks
Wastewater Treatment Division

Classification Title
Human Resource Analyst
Human Resource Associate

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## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DNRP-WLRD (B)

### Department of Natural Resources and Parks Water and Land Resources Division

Classification Title		
Accountant		
Business and Finance Officer I		
Business and Finance Officer II		
Business and Finance Officer III		
Business and Finance Officer IV		
Communications Specialist I		
Communications Specialist II		
Communications Specialist III		
Communications Specialist IV		
Grant Administrator		
Project/Program Manager I		
Project/Program Manager II		
Project/Program Manager III		
Project/Program Manager IV		
Water Quality Planner/Project Manager I		
Water Quality Planner/Project Manager II		
Water Quality Planner/Project Manager III		
Water Quality Planner/Project Manager IV		

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## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum DPH-Admin (B)

### Department of Public Health Administrative Services Division (Human Resources Section)

Classification Title
Human Resource Analyst
Human Resource Associate

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## International Brotherhood of Teamsters Local 117 Professional & Technical Employees Wage Addendum Elections (B)

### King County Elections

Classification Title
Administrator I
Business Analyst - Senior
Communications Specialist I
Communications Specialist II
Communications Specialist III
Human Resource Analyst
Human Resource Associate
Language Services Specialist I - Elections
Language Services Specialist II - Elections
Project / Program Manager II

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

Subject: GreenWhereWeWork (GWWW) Initiative

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

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

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

#### **AGREEMENTS**:

#### 1. WORKING CONDITIONS:

- **A.** Telework Status: Teleworking is mandatory for positions identified by DNRP. However, waivers (temporary and permanent) may be requested in writing.
- **B.** Processing Waiver Requests: The County will respond to requests for waivers in writing and requests will not be unreasonably denied. Decisions to deny the request will state the reasons for the decision based on balancing operational needs and the productivity and business needs of the employee.
- C. Alternative Work/Flexible Schedules: Employees may request and the Department may approve alternative or flexible work schedules. No employee shall be prohibited from having access to an alternative work schedule or flexible schedule due to their telecommuting status.
- **D. Reasonable Accommodation:** Employees whose condition requires reasonable accommodation will work with Disability Services for determination and procurement of necessary accommodations.
  - E. Workers Compensation: Employees who telecommute are responsible for

working safely and will work with Safety and Claims Management to process a worker's compensation claim for work-related occupational diseases or injuries while telecommuting.

**2. HOME OFFICE EXPENSES:** For DNRP employees on a mandatory telework assignment, the Parties agree to the following:

#### A. Teleworking Expenses:

- 1. Employees in need of basic office supplies will follow their normal process of requesting supplies. Normally supplies will be ordered through County procurement processes with supervisor approval and shipped to the employee's home.
- **2.** General office supply expenses that have been approved in advance by the employee's supervisor, which cannot be procured through normal County processes, may be eligible for reimbursement. Such purchases must be pre-approved, documented, and reported for reimbursement to the County.
- **3.** Additional equipment that an employee needs for their home workspace requires the approval of the department director, or their designee.

#### **B.** Technology support:

- 1. The County will supply necessary IT equipment and job-related tools. In the event the County is temporarily, or on a long-term basis, unable to supply necessary IT equipment and job-related tools, employees may be required to work on site as determined by the department to perform duties which require specialized equipment.
- **2.** Employees who do not have adequate internet access from their telework location may request a wireless internet connectivity solution.
- **3.** The County will provide routine maintenance and repairs for County equipment if the equipment is returned to a designated worksite.
- **3. REOPENER:** During the term of this Agreement, the County may propose modifications to the working conditions and/or establish new policies that affect telecommuting conditions, provided that advance written notice is given to the Union, except in cases of emergency, and the Union shall be provided the opportunity to bargain the impacts or decision, to the extent required by law.
- **4.** <u>**DEFERRAL**</u>: To the extent that components of the GWWW Initiative impact bargaining conflicted and/or are more appropriately discussed as a matter of negotiations over the Coalition Labor Agreement (CLA), its Appendices, or any other existing CBA, the Parties mutually agree to defer such matters to other bargaining tables, such as:
  - **A.** Decisions and appeals of waiver requests.
  - **B.** Job postings.

- C. Spending limits and reimbursable expenses.
- **D.** Monthly telework stipend.
- **5.** ORDER OF PRECEDENCE: Should the County sign any agreements with the King County Coalition of Unions that address the same topics bargained within this Agreement, the agreement with the Coalition of Labor Unions shall supersede and take precedence over this Agreement.
- **6. <u>DURATION</u>**: This Agreement expires on the expiration of the CLA and will expire in its entirety unless incorporated into the successor CBA.

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

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

	May 24, 2021
Suzette Dickerson (May 24, 2021 16:37 PDT)  Suzette Dickerson  Staff Representative	Date
For Professional and Technical Employees, Local 17:	
Karen Estevenin Karen Estevenin (May 21, 2021 18:18 PDT)	May 21, 2021
Karen Estevenin Executive Director	Date
For Service Employees International Union, Local 925	
Rion Peoples (May 26, 2021 18:22 PDT)	May 26, 2021
Rion Peoples Internal Organizer	Date
For Technical Employees' Association	
Michael Sands	May 26, 2021
Michael Sands President	Date
For International Brotherhood of Teamsters, Local 117:	
Jula	Jun 1, 2021
John Scearcy Secretary Treasurer	Date
For King County:	
Lacey O'Connell	Jun 1, 2021
Lacey O'Connell Labor Relations Negotiator Office of Labor Relations King County Executive Office	Date

#### Memorandum of Agreement By and Between King County and

## International Brotherhood of Teamsters Local 117 Representing Professional & Technical and Administrative Employees [154/F3A]

Subject: Step Adjustment for Christopher Jacomme (PeopleSoft #103413, Safety and Health Professional – Certified), in the Department of Human Resources

#### **Background**:

- 1. King County (the County) and International Brotherhood of Teamsters Local 117 (the Union) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2018 through December 31, 2020. The CBA covers two bargaining units: Administrative Support Employees, documented in Addendum A (Union Code F1A), and Professional and Technical Employees, documented in Addendum B (Union Code F3A). The Parties are currently in the process of ratifying a tentative agreement on a successor agreement.
- **2.** Christopher Jacomme is employed as a Safety and Health Professional Certified in the Department of Human Resources. His position is part of the Professional and Technical Employees bargaining unit (F3A). Mr. Jacomme is currently on Step 6 of the ten-step pay range for his classification (range 69).
- **3.** In the course of bargaining a successor CBA, the Parties reviewed Mr. Jacomme's step placement and experience level in relation to peers in his same classification, and enter into this one-time Agreement as part of their overall tentative agreement to conclude bargaining.

#### **Agreement:**

- 1. If the bargaining unit ratifies the tentative agreement for a successor CBA that was reached by the Parties on March 16, 2022, Mr. Jacomme shall be moved from a Step 6 to a Step 9 within the ten-step pay range for the Safety and Health Professional Certified classification (range 69) as of the date of full and final ratification of the new CBA by the King County Council.
- **2.** If the March 16, 2022 tentative agreement for a successor CBA is not ratified by either the Union or the King County Council, this Agreement shall be null and void.

- **3.** This is a one-time Agreement to address a unique circumstance. This Agreement does not establish a precedent in any way or impose any obligation on the County outside of the explicit language contained in this Agreement.
- **4.** The terms of this Agreement shall become effective and enforceable upon signature by all parties below. Any signature received by facsimile or electronic signature will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.
- **5.** This Agreement, along with the applicable CBA, is the full and final Agreement of the Parties regarding the step adjustment for Mr. Jacomme.

For International Brotherhood of Teamsters Local 117:

anto_	4/29/2022
John Scearcy	Date
Secretary-Treasurer	
For King County:	
DocuSigned by:	
Diana Joy 1599FA1B311F404	5/1/2022
Diana Joy	Date
Labor Relations Manager	
Office of Labor Relations	

King County Executive Office

#### Memorandum of Agreement By and Between King County and

## International Brotherhood of Teamsters Local 117 Representing Professional & Technical and Administrative Employees [154/F1A/F3A]

Subject: New Language Services Specialist Classification Series in King County Elections

#### **Background**:

- 1. King County (the County) and International Brotherhood of Teamsters Local 117 (the Union) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2018 through December 31, 2020. The CBA covers two bargaining units: Administrative Support Employees, documented in Addendum A (Union Code F1A), and Professional and Technical Employees, documented in Addendum B (Union Code F3A). The Parties are currently in the process of ratifying a tentative agreement on a successor CBA.
- **2.** The Union's Administrative Support Employees bargaining unit (F1A) includes the following classification within King County Elections in the 2018-2020 CBA:

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2271000	228002	Community Interpreter - Elections	43

**3.** In the course of bargaining a successor CBA, the Parties reviewed the use of this classification, and enter into this one-time Agreement as part of their overall tentative agreement to conclude bargaining.

#### **Agreement:**

1. The County will create a new two range classification series as follows, which will be added to the successor CBA for the Professional and Technical Employees bargaining unit (F3A) specifically for King County Elections as follows:

Job Class	PeopleSoft		
Code	Job Code	Classification Title	Range
2272100	227401	Language Services Specialist I - Elections	43
2272200	227501	Language Services Specialist II - Elections	51

- 2. The County will have complete authority to update and write specifications for the new Language Service Specialist classification series, and ensure they are properly differentiated from each other.
- **3.** The County will sunset the current "Community Interpreter Elections" classification, and will strike it in its entirety from Wage Addendum A for the F1A Administrative Employees bargaining unit in the successor CBA.
- **4.** Incumbent regular full-time employees who are classified and actively employed as Community Interpreter Elections upon the date of full and final ratification of the successor CBA by the King County Council shall be reclassified to Language Services Specialist II Elections effective retroactively to April 17, 2021. Step placement shall be pursuant to Article 14, Section 14.2.B of the Coalition Labor Agreement (CLA) for "Pay Upon Reclassification".
- **5.** This Agreement is dependent on the Administrative Support Employees (F1A) bargaining unit, the Professional and Technical Employees (F3A) bargaining unit, and the King County Council ratifying the tentative agreement for a successor CBA that was reached by the Parties on March 16, 2022. The effective date for all changes will be the first day of the first pay period following full and final ratification of the successor CBA by the King County Council. If the March 16, 2022 tentative agreement for a successor CBA is not ratified by any party, this Agreement shall be null and void.
- **6.** Any reclassification or reconsideration requests by employees in the Community Interpreter Elections classification shall be withdrawn by the employees and the union; and no further challenges or appeals may be submitted. Tentative agreement shall indicate acceptance of the reclassification as stated in this agreement, without right to reconsideration.
- 7. Nothing herein shall alter any provision of the Collective Bargaining Agreement other than classifications listed in the two wage addenda. This Agreement does not establish a precedent in any way or impose any obligation on the County outside of the explicit language contained in this Agreement.

King County Executive Office

**8.** The terms of this Agreement shall become effective and enforceable upon signature by all parties below. Any signature received by facsimile or electronic signature will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

For International Brotherhood of Teamsters Local 117:

anto	4/29/2022
John Scearcy	Date
Secretary-Treasurer	
For King County:	
DocuSigned by:	
Diana Joy 1599FA1B311F404	5/1/2022
Diana Joy	Date
Labor Relations Manager	
Office of Labor Relations	

#### **Certificate Of Completion**

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Subject: Please DocuSign: 154CLAC0122.pdf

Source Envelope:

Document Pages: 70 Signatures: 2

Initials: 0 Certificate Pages: 5

AutoNav: Enabled

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Status: Completed

Diana Jov

11943 Sunset Hills Rd Reston, VA 20190

Diana.Joy@kingcounty.gov IP Address: 198.49.222.20

#### **Record Tracking**

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Security Appliance Status: Connected Storage Appliance Status: Connected

Holder: Diana Joy

Diana.Joy@kingcounty.gov

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Office-Office of Labor Relations

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#### **Signer Events**

John Scearcy

docusign@teamsters117.org

Security Level: Email, Account Authentication

(None)

#### Signature

DocuSigned by: 240

7AD5B391B59D41E.

Timestamp

Sent: 7/9/2022 10:46:18 AM Viewed: 7/11/2022 2:48:55 PM Signed: 7/13/2022 3:55:32 PM

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Accepted: 7/13/2022 3:55:27 PM

ID: 79978295-9d26-483e-b31d-3628d69a836e

Diana Joy

diana.joy@kingcounty.gov Labor Relations Manager

King County Executive Department-OLR Security Level: Email, Account Authentication

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DocuSigned by:

Diana Joy

Signature Adoption: Pre-selected Style Using IP Address: 198.49.222.20

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#### **Certified Delivery Events**

**Carbon Copy Events** 

**Intermediary Delivery Events** 

### **Status Status**

#### **Timestamp**

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Maria Williams

Maria.Williams@Teamsters117.org

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

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ID: 16fdab59-635a-404b-85b0-c63b2a26965a

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Sent: 7/9/2022 10:46:19 AM Viewed: 7/9/2022 10:46:52 AM **Carbon Copy Events** 

Carolyn Coleman

carolyn.coleman@kingcounty.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** 

ectronic Record and Signa Not Offered via DocuSign Status Timestamp

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Witness Events	Signature	Timestamp

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Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 7/8/2022 6:25:21 PM
Certified Delivered Security Checked 7/13/2022 4:12:45 PM
Signing Complete Security Checked 7/13/2022 4:12:52 PM
Completed Security Checked 7/13/2022 4:12:53 PM

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**Electronic Record and Signature Disclosure** 

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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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#### 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..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

#### 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.

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- 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.