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**Coalition Labor Agreement (CLA) – Appendix for 055
Agreement Between King County
And
PROTEC17
Office of Emergency Management, Department of Executive Services**

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1 **ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

2 The CLA (and this Appendix) shall apply to this bargaining unit as follows:

3 **Section 1.1** The Preamble in its entirety

4 **Section 1.2** All superseding and non-superseding provisions, unless otherwise noted in
5 sections 1.3 below or in the CLA.

6 **Section 1.3** The following non-superseding articles of the CLA do not apply to this
7 bargaining unit:

- 8 • After Hours Support – CLA Article 43
- 9 • Safety Gear and Equipment Allowance -CLA Article 42
- 10 • Training and Licensing/Certification– CLA Article 44

11 **Section 1.4** For ease of reference, the following provisions, which were previously listed in
12 this Appendix, are covered in their entirety by the CLA:

- 13 • Bereavement pursuant to CLA Article 8
- 14 • Bulletin Board pursuant to CLA Article 23
- 15 • Classification pursuant to CLA Article 14
- 16 • Contracting Out pursuant to CLA Article 16
- 17 • Bus Passes pursuant to CLA Article 34
- 18 • Discipline pursuant to CLA Article 27 and Appendix Article 5
- 19 • Duration Pursuant to CLA Article 41
- 20 • Electronic Mail pursuant to CLA Article 23
- 21 • Holidays pursuant to CLA Article 10
- 22 • Job Posting pursuant to CLA Article 18
- 23 • Medical, Dental and Life Insurance pursuant to CLA Article 25
- 24 • Mileage Reimbursement pursuant to CLA Article 24
- 25 • Rates of Pay pursuant to CLA 29 and Appendix Article 8
- 26 • Savings Clause pursuant to CLA Article 30
- 27 • Service Volunteering pursuant to CLA Article 4
- 28 • Sick Leave pursuant to CLA Articles 11 and 31, and Appendix Article 7

- Vacation pursuant to CLA Articles 9 and 32 and Appendix Article 6
- Vacation Donation pursuant to CLA Article 6
- Waiver Clause pursuant to CLA Article 46
- Work Out of Class pursuant to CLA Article 33

ARTICLE 2: UNION RECOGNITION AND BARGAINING UNIT LISTS

Section 2.1. Recognition. The Employer recognizes Professional and Technical Employees, Local 17 (PROTEC17) as the exclusive representative of all full-time and part-time regular, probationary, and term-limited temporary employees doing the work of the job classifications listed in attached Addendum A, excluding all others.

Section 2.2. Lists. The County will transmit to the Union, not to exceed twice a year, upon written request, a current listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, and job classification, and seniority date (as defined in Article 10). This provision shall not be construed to limit the right of either party to request information pursuant to RCW 41.56.

ARTICLE 3: UNION ACCESS

Section 3.1. Union Access. Authorized representatives of the Union shall be afforded access to the worksite pursuant to RCW 41.56. The County shall make all reasonable efforts to afford access and the Union shall make all reasonable efforts not to disrupt the normal course of work during site visits.

Section 3.2. Stewards. The Union shall have the right to appoint stewards. Stewards will be granted reasonable release time to conduct Union business connected to the County’s operations and in compliance with CLA Article 21.

ARTICLE 4: RIGHTS OF MANAGEMENT

Section 4.1. The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights, and jurisdictions of the County are retained by and reserved exclusively to the County. Such functions include but are not limited to the right to manage the work of employees, to suspend or

1 terminate regular employees for just cause, transfer, and evaluate employees; to determine and
2 implement methods, means and assignments to accomplish the work, establish classifications and
3 select personnel by which operations are to be conducted, including staffing levels; and to initiate,
4 prepare, modify, and administer the budget.

5 **Section 4.2.** Develop and change and implement career service guidelines, provided that the
6 County agrees to bargain to the extent required by law.

7 **Section 4.3.** Conduct Performance Evaluations consistent with Article 5.3.

8 **Section 4.4. Federal, State and Local Emergency Management Guidelines.** The parties
9 acknowledge that, due to the nature of the work of emergency personnel and federal, state, and
10 county guidelines that govern the assignment and implementation of King County Office of
11 Emergency Management (KC-OEM) duties, the assignment of work to bargaining unit employees in
12 activation situations will be consistent with National Incident Management System (NIMS)
13 requirements currently in effect or as modified in the future. The Union does not waive its rights
14 under RCW 41.56 to bargain the impact of NIMS related issues/actions to the extent required by law.

15 **ARTICLE 5: EMPLOYEE RIGHTS**

16 **Section 5.1. Off-duty Conduct.** The off-duty activities of employees shall not be cause for
17 disciplinary action unless such activities are detrimental to the employee's work performance and/or
18 have an adverse impact upon the program of the agency.

19 **Section 5.2. Personnel File Review.** The employee and/or representative may examine the
20 employee's personnel file(s) if the employee so authorizes in writing. Material placed into the
21 employee's file(s) relating to job performance or personal character shall be brought to their
22 attention. The employee may dispute the propriety of including the material in the file(s) by inserting
23 a relevant rebuttal into the file(s). Unauthorized persons shall not have access to employee files or
24 other personal data relating to their employment.

25 **Section 5.3. Performance Evaluations.** Each employee will receive performance
26 evaluations consistent with King County Career Service Guidelines. Changes to these Guidelines
27 will be bargained to the extent required by law.

1 **ARTICLE 6: VACATION INCREMENT AND USE**

2 Vacation may be used in full day increments at the discretion of the department director or
3 designee. Vacation requests will be considered in light of operational needs and will not be
4 unreasonably denied. An employee may not be granted vacation benefits if not previously accrued.

5 **ARTICLE 7: SICK LEAVE ADMINISTRATION**

6 **Section 7.1. Incremental use of Sick Leave.** Hourly employees may use sick leave in 30-
7 minute increments. FLSA exempt employees may only use sick leave for absences of one full
8 workday.

9 **Section 7.2. Verification of Sick Leave.** Management is responsible for the proper
10 administration of sick leave benefits. Sick leave documentation may also be required to administer
11 KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the responsibility
12 of the employee to notify the employee’s supervisor of the absence and the anticipated duration of the
13 absence.

14 **ARTICLE 8: WAGE AND STEP INCREASES**

15 **Section 8.1.** The wage range for the employees covered by this Agreement shall be as set
16 forth in Addendum A of this Agreement.

17 **Section 8.2. Step Increases.** Upon successful completion of at least six (6) months’
18 probation following an employee’s starting date in a classification covered under this Agreement, the
19 employee shall receive a one-step increase provided the employee was hired at the first step or base
20 range assigned to the classification. If the employee was hired above the first step or base range of
21 the classification, the post probation step shall be at the discretion of management. Thereafter, each
22 subsequent step increase will be effective on January 1 of each year provided that the employee is no
23 longer in a probationary status as of September 30th of the previous year. Term-Limited Temporary
24 (TLT) employees are eligible for step increases on each anniversary of their hiring date. Short Term
25 Temporary (STT) employees are not eligible for step increases.

26 Career Service Employees shall be eligible for merit pay above the top step of the salary
27 schedule provided that they satisfy the criteria and conditions that are set forth in the Performance
28 Appraisal and Merit Pay System Manual. Per the terms of the Performance Appraisal and Merit

1 System Manual, employees shall be evaluated in a merit pool of one.

2 **Section 8.3. Overtime.** For the purposes of this Agreement, hourly employees are
3 eligible for overtime. Contractual weekly overtime shall be paid to employees for all hours actually
4 worked in excess of 40 hours per FLSA workweek (sick leave, vacation, holidays, and other paid
5 leave are not hours worked) at the Contractual Overtime Rate in effect at the time the overtime work
6 is performed. All overtime shall be authorized by the OEM Director, Deputy Director, or the hourly
7 employee’s supervisor in advance except in emergencies

8 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half (1-
9 1/2) times the combined amount of the employee’s hourly base rate of pay, as specified in the
10 Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime
11 is worked that are contractually required to be included when calculating the Contractual Overtime
12 Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours
13 worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

14 **Section 8.4 Compensatory Time.** Overtime may be paid as compensatory time at the rate of
15 time and one-half, if requested by the employee and approved by management. The compensatory
16 time bank shall be at a non-renewable annual cap of 80 hours; any remainder of which will be cashed
17 out on the pay date that includes December 31st.

18 **Section 8.5. After Hours Support.** After hours support is off duty time during which an
19 hourly employee is required to be ready and able to report to work, either in person or through
20 technological means, in a timely manner.

21 **A. Callout.** A “callout” will be defined as a circumstance where an hourly employee
22 has left the work premises and is subsequently required to report back to work prior to their normally
23 scheduled shift. An employee who is called out before the commencement of their regular shift will
24 be compensated in accordance with the provisions of this section; provided, however, in the event the
25 employee is called back to work within four (4) hours of their regular shift, the employee will be
26 compensated at the overtime rate for only the hours immediately preceding the start of their regular
27 shift.

28 **B. Physical Call-Out.** A minimum of two hours at the overtime rate shall be paid for

1 each call-out where the hourly employee is called and returns to a designated work site after
2 completing their regular shift and leaving the work site. Where such overtime exceeds two hours, the
3 actual hour(s) worked shall be allowed at overtime rates. The employee shall be in paid status from
4 the time they leave their residence to the designated work site or place of assignment and back to the
5 employee's residence. Saturday, Sunday, and holidays are not subject to call-out pay when the
6 employee is scheduled for overtime work.

7 **C. Technological Call-Out (TCO).** A TCO is where an hourly employee is called to
8 return to duty and performs those duties via telephone, facsimile, computer, or similar electronic
9 device that does not require returning to a designated work site. If the time required responding to
10 the TCO exceeds eight (8) minutes, then a minimum of one hour pay at the overtime rate shall be
11 given. If there is a second TCO that occurs and is resolved within the first hour minimum of the
12 immediately preceding TCO, the second TCO will not be compensated. A TCO that occurs an hour
13 after the conclusion of an immediately preceding TCO will be considered a new TCO. Any TCO
14 exceeding the one hour minimum shall be compensated at the overtime rate, for all actual time
15 worked.

16 **Section 8.6. Professional Certifications.** Employees who wish to begin a Certified
17 Emergency Manager (CEM) certification program shall submit such plan to the OEM Director or
18 Deputy Director. Payment of premium pay is contingent upon satisfactory completion of the CEM
19 program and the award of certification.

20 Employees who wish to begin a certification program for an Emergency Management related
21 certification other than CEM shall submit a written request to the OEM Director or Deputy Director.
22 If approved, payment of the premium is contingent upon satisfactory completion of the certification
23 program and the award of certification.

24 **A. Professional Certification Pay.** All employees who have valid certifications as
25 described in Section 8.6 above shall be paid an additional one hundred (100.00) dollars per month.
26 Employees must provide proof of certification to receive compensation under this section.

27 **B. Lapse of Certification.** Employees whose CEM or other certification lapses must
28 notify the OEM Director or Deputy Director within fourteen (14) calendar days of notification by the

1 certification sponsor or the date of the lapsed certification, whichever is sooner. The Certification pay
2 in A above will be suspended until the certification is renewed and the appropriate documentation is
3 supplied, or the employee notifies the OEM Director or Deputy Director that they will not be
4 renewing the CEM or other certification.

5 **C. Professional Association Dues.** OEM will directly pay the annual membership fee
6 for any employee who wishes to be a member of the Washington State Emergency Management
7 Association (WSEMA) or the International Association of Emergency Managers (IAEM). Only one
8 Association membership will be paid by OEM.

9 **ARTICLE 9: HOURS OF WORK**

10 **Section 9.1. Normal workweek.** The standard workweek shall consist of five consecutive
11 workdays, Monday through Friday.

12 **Section 9.2. Alternate and Flex Workweeks.** It is the County Executive's policy to actively
13 promote alternative workweek or telecommuting schedules wherever possible. Each bargaining unit
14 employee shall have the opportunity to request an alternative workweek or telecommuting schedule.
15 The employee shall submit the request in writing to management listing the reason(s) for the request
16 and the type of alternate workweek or telecommuting schedule requested. Management will evaluate
17 the feasibility of the employee's request. The decision of whether or not to grant an alternative
18 workweek or telecommuting schedule will be stated in writing to include the reasons for denial or
19 approval, according to an established list of criteria. If a request for an alternative workweek or
20 telecommuting schedule is denied, the employee may appeal the denial in accordance with the appeal
21 process listed below.

22 Management or the employee may terminate an alternative workweek or telecommuting
23 schedule, in writing, with advance notice of thirty (30) calendar days. When management terminates
24 an alternative workweek or telecommuting schedule, the employee must receive written notification
25 stating the reason(s) for the termination. In instances where the County, due to emergency or
26 business reasons, must terminate the alternative workweek or telecommuting schedule, the County
27 will provide as much notice of schedule change as practicable. Upon receiving written notification of
28 termination of the schedule, the employee may appeal the termination of the schedule in accordance

1 with the appeal process listed below.

2 **A. Appeal Process.** When a request for an alternative workweek or telecommuting
3 schedule has been denied or an existing alternative workweek or telecommuting schedule has been
4 terminated, upon receiving written notice from management, the employee shall have ten (10)
5 business days to appeal in writing to the OEM Director or Deputy Director. The OEM Director or
6 Deputy Director shall, within ten (10) business days of receipt of the appeal notice, contact the
7 employee and their PROTEC17 Union Representative to schedule a meeting to address the appeal.
8 The ultimate decision of whether to grant or deny the appeal will remain with the OEM Director or
9 Deputy Director.

10 **Section 9.3. Executive Leave.** In recognition of the nature of the work of employees
11 covered under this Agreement, employees shall be entitled to a minimum of three (3) days of
12 Executive Leave per calendar year, in accordance with King County policy (Executive Policy 8-1-2)
13 as amended. Additional leave, to a total of 10 days (and 80 hours), may be awarded at the OEM
14 Director’s discretion. This leave will be available for employee’s use at the start of the next calendar
15 year and must be used within that year.

16 **Section 9.4. Duty Officer Assignment.** All employees covered by this Appendix in the
17 Coordinator and Manager classifications shall be trained and take assignments as a Duty Officer.
18 Assignments to Duty Officer shall be made in accordance with OEM Duty Officer Responsibilities
19 and Standards.

20 **Section 9.5. Communication Device.** All employees designated by management will
21 continue to be required to carry a communication device at all times, except when on approved leave.
22 Employees shall maintain the devices in operational condition. The County shall furnish all supplies
23 and technical support needed to maintain the devices in operational condition.

24 **ARTICLE 10: REDUCTION IN FORCE**

25 **Section 10.1.** The terms of this Article apply only to King County career service employees.

26 **Section 10.2. Pre-Layoff.** When a reduction in force is anticipated, the Division Director or
27 their designee will notify the Union five days prior to the decision to eliminate a position that will
28 result in an employee being laid off. Upon request, the Division Director will meet with the Union to

1 identify the number of employees in this bargaining unit that the Division Director is anticipating for
2 layoff and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

3 The Division Director will attempt to place said employee into any vacant position for which
4 the employee is qualified, or endeavor to retrain or redeploy affected employees to the extent
5 possible.

6 **Section 10.3. Notice.** When the elimination of a position shall result in an employee being
7 laid off, the Division Director shall provide written notice to the Union and the affected employee at
8 least 2 (two) months prior to the effective date of the layoff.

9 **Section 10.4. Seniority Bumping, and Layoff Order.** Seniority shall be defined as date of
10 hire into a job classification within the bargaining unit; provided, however, for employees in the
11 bargaining unit at the initial date of implementation, seniority shall as be defined as total hours of
12 career service within the King County Office of Emergency Management. An employee who leaves
13 a covered bargaining unit position for more than two years will lose all accrued seniority. An
14 employee who has been laid off will be credited for prior service if recalled pursuant to the terms of
15 this Agreement. In the event that there are two employees having the same seniority, the County will
16 consider ability and skill to be the determining factor on retention. Any layoffs will be conducted in
17 reverse seniority order.

18 Bargaining unit employees may only bump bargaining unit employees within the OEM.

19 An employee subject to layoff may bump the least senior employee in the same classification.
20 An employee subject to layoff, who cannot bump within the same classification series, may bump the
21 least senior employee in a lower paid classification within the same classification series. Provided
22 the employee who elects to bump has more seniority. An employee that bumps into the same
23 classification or a lower paid classification within the same series will not serve a probationary period
24 in the new position.

25 **Section 10.5. Priority Hire/Outplacement/Referral Services.** The County shall provide
26 outplacement services to employees in the bargaining unit as provided in the Priority Placement
27 Program (formerly titled Career Support Services.) These services shall be made available to all
28 bargaining unit employees who receive layoff notices, and to the extent practicable, to employees

1 who have been identified as being at-risk of layoff. Management will make all efforts to place
2 regular employees within the bargaining unit within existing positions in the Office of Emergency
3 Management; provided, however, that employees will be paid at the salary of the position offered
4 and, if the position is a term-limited temporary (TLT) position, the employee will be converted to
5 TLT status. Employees who accept a TLT position within the Office of Emergency Management or a
6 lower-level position within the Priority Placement Program in lieu of layoff shall retain their recall
7 rights set forth in Section 10.6 of this Article.

8 **Section 10.6. Recall.**

9 **A.** An employee who is laid off will have general hiring preferences to other vacant
10 County positions, consistent with the County's Workforce Management Plan, for a period of two
11 years following the employee's layoff. During the two-year recall period, the employee will retain
12 specific recall rights to a position within the job classification from which the employee was laid off
13 regardless of whether the employee has accepted a different position with the County. Recall and
14 placement offers shall be done by seniority, where the most senior laid-off employee is offered the
15 position first.

16 **B.** An employee who is recalled from layoff will have all unpaid sick leave balances
17 and their bargaining unit seniority restored.

18 **ARTICLE 11: PROBATIONARY PERIOD**

19 New regular employees shall be on probation for their first six (6) months of service. At the
20 Division's discretion, employees may have their probation period extended, provided they are
21 informed of the probation extension in writing before the conclusion of the first six (6) months of
22 service, and not to exceed one (1) year. Consistent with the definition of "probationary employee"
23 and "probationary period" contained in the King County Personnel Guidelines, during probation an
24 employee serves at will and probationary terminations are not subject to the grievance and arbitration
25 provisions of CLA Article 26. All probationary employees will be allowed to attend a minimum of
26 eighty hours of Emergency Management Training in their first year of employment. Term-Limited
27 Temporary (TLT) employees are at all times at-will employees. They do not serve a probationary
28 period and are not members of the County's career service system.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 The parties agree that thirty (30) days prior to filing a ULP complaint with PERC, the
3 complaining party will notify the other party, in writing, meet, and make a good faith attempt to
4 resolve the concerns unless the deadline for filing with PERC would otherwise pass or the
5 complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor
6 Practice.

7 **ARTICLE 13: LABOR-MANAGEMENT COMMITTEE**

8 The County and the Union agree to establish a Labor-Management Committee. The purpose
9 of this committee is to discuss matters of concern of either party and the meetings will be held at
10 convenient times and days. Responsibility for coordinating meetings shall alternate between the
11 parties.

12 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

13 **Section 14.1.** The County and the Union agree that the public interest requires efficient and
14 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
15 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
16 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
17 duties, sick leave absence which is not bona fide, or other interference with County functions by
18 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
19 to end such interference. Any concerted action by any employee in the bargaining unit shall be
20 deemed a work stoppage if any of the above activities have occurred. Being absent without
21 authorized leave shall be considered as an automatic resignation. Such a resignation may be
22 rescinded by the division manager if the employee presents satisfactory reasons for their absence
23 within three (3) calendar days of the date his automatic resignation became effective.

24 **Section 14.2.** Upon notification in writing by the County to the Union that any of its
25 represented employees are engaged in a work stoppage, the Union shall immediately, in writing,
26 order such represented employees to immediately cease engaging in such work stoppage and provide
27 the County with a copy of such order. In addition, if requested by the County a responsible official of
28 the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

1 **Section 14.3.** Any employee who commits any act prohibited in this Section will be subject
2 to the following action or penalties:


3 A. Discharge.

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


5 **Section 14.4.** In general, employees who encounter a sanctioned picket line in the course of
6 their duties and who fear of imminent harm to their health and safety should contact their supervisor
7 for work instructions. In the event of picketing at the employee’s regular place of work, Division
8 management and the Union will develop an approach for dealing with the safety concerns of the
9 bargaining unit while ensuring emergency management operations. When possible, these discussions
10 will take place in advance.

13 FOR PROTEC17:

14 DocuSigned by:
15 
16 EC7C1600EF4C4E8...
 Karen Estevenin, Executive Director

17 DocuSigned by:
18 
19 1D104869565643A
 Alex II, Union Representative

22 FOR THE COUNTY:

23 DocuSigned by:
24 
25 EEB7CAF1C6B24B0...
 Angela Marshall, Interim Deputy Director
 Office of Labor Relations, Executive Office

cba Code: 055

ADDENDUM A

Union Code(s): C18

Wages

PROTEC17

Office of Emergency Management

Job Class Code	PeopleSoft Job Code	Classification Title	King County Squared Table Pay Range
5120100	513002	Emergency Management Program Assistant	54
5120200	513102	Emergency Management Program Coordinator	59
5120300	513202	Emergency Management Program Manager	64

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Certificate Of Completion

Envelope Id: EADBC7F02E1F4B4DAB2935B70FF90772	Status: Completed
Subject: Please DocuSign: Coalition Labor Agreement (CLA) – Appendix for 055 - 055CLAC0122.pdf	
Source Envelope:	
Document Pages: 14	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 198.49.222.20


Record Tracking

Status: Original	Holder: Carolyn Coleman	Location: DocuSign
7/8/2022 1:21:59 PM	carolyn.coleman@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-King County Executive	Location: DocuSign
	Office-Office of Labor Relations	

Signer Events

Alex Il
alex@protec17.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 67.183.222.117

Timestamp

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

DocuSigned by:

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Electronic Record and Signature Disclosure:
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Angela Marshall
amarshall@kingcounty.gov
Interim Deputy Director OLR
King County Executive Department-OLR
Security Level: Email, Account Authentication (None)

DocuSigned by:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/13/2022 2:27:06 PM
Completed	Security Checked	7/13/2022 2:27:06 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.