

**Coalition Labor Agreement (CLA) – Appendix for 043  
Agreement Between King County  
And  
Professional and Technical Employees, Local 17 Professional & Technical and Transit  
Administrative Support Employees, Metro Transit Department**

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

These articles, along with the CLA, Addendum A, and Addendum B, constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County and Professional and Technical Employees, Local 17. The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the “County”) and the employees represented by Professional and Technical Employees, Local 17 (hereinafter called the “Union”) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County. The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

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

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

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

**Section 1.3** The following non-superseding articles do not apply to this bargaining unit:

- Article 42 “Safety Gear and Equipment Allowance”
- Article 43 “After Hours Support” (Only for SCADA Employees)
- Article 44 “Training and Licensing/Certification”

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

- Vacation Leave: Pursuant to CLA, Articles 9 and 32.
- Jury Duty: Pursuant to CLA, Article 5.
- Leave for Volunteer Service: Pursuant to CLA, Article 4.
- Military Leave: Pursuant to CLA, Article 2.
- Sick Leave: Pursuant to CLA, Articles 11 and 31.
- Holidays: Pursuant to CLA, Article 10 and/or Appendix Article 4 below.
- Medical, Dental and Life Insurance: Pursuant to CLA, Article 25.

- 1 • Reimbursement for Personal Transportation: Pursuant to CLA, Article 24.
- 2 • Special Duty: Pursuant to CLA, Article 15.
- 3 • Work Out of Class: Pursuant to CLA, Article 33.
- 4 • Reclassification and Resulting Pay: Pursuant to CLA, Article 14.
- 5 • Discipline: Pursuant to CLA, Article 27 and Appendix Article 9 below.
- 6 • Dispute Resolution: Pursuant to CLA, Article 26 and Appendix Article 11 below.
- 7 • Savings Clause: Pursuant to CLA, Article 30.
- 8 • Use of County Bulletin Boards and Electronic Devices: Pursuant to CLA, Article 23.
- 9 • Bereavement Leave: Pursuant to CLA, Article 8.
- 10 • Rates of Pay: Pursuant to CLA, Article 29 and Appendix Article 5 below.
- 11 • After Hours Support: Pursuant to CLA, Article 43 and Appendix Article 6 (except
- 12 SCADA Employees).
- 13 • Transportation Benefits: Pursuant to CLA, Article 34 and Appendix Article 7 below.
- 14 • Hiring: Pursuant to CLA, Article 18 and Appendix Article 8 below.
- 15 • Contracting Out: Pursuant to CLA, Article 16.
- 16 • Organ Donor Leave: Pursuant to CLA, Article 36.
- 17 • Union Membership: Pursuant to CLA, Article 37.
- 18 • Layoffs: Pursuant to CLA, Article 38 and Appendix Article 15 or Article 16 below.
- 19 • Equal Employment Opportunity: Pursuant to CLA, Article 39.
- 20 • Duration: Pursuant to CLA, Article 41.

21 **ARTICLE 2: UNION RECOGNITION**

22       **Section 2.1.** The County recognizes the Union as the exclusive representative of full-time  
23 and part-time regular and term-limited temporary (TLT) employees holding positions in  
24 classifications listed in Addendum A and made part hereof by this reference, who work in the Metro  
25 Transit Department, excluding:

- 26           1. All employees in the Marine Division.
- 27           2. All employees in the Administrative Services Section of the Finance and
- 28 Administrative Services Division.

1 3. All employees in the Employee Services Division.

2 4. All employees in the General Manager’s immediate staff, including the Metro  
3 Transit Police.

4 5. All managerial and supervisory employees.

5 6. All employees in the Office of Equal Employment Opportunity/Equity &  
6 Inclusion and all employees exclusively performing equity and social justice work.

7 7. All employees who are designated as employees of King County Information  
8 Technology (KCIT).

9 **Section 2.2.** The County recognizes the Union as the exclusive collective bargaining  
10 representative of all full-time and part-time regular and term-limited temporary employees whose job  
11 classifications are listed in the attached Addendum B and made a part hereof by this reference.

12 **Section 2.3. Seniority List.** The County will transmit to the Union a current listing of all  
13 employees in the unit by March 1<sup>st</sup> of each year and September 1<sup>st</sup> of each year. Such list shall  
14 indicate the name of the employee, wage rate, job classification, date of hire, date of hire into their  
15 current classification, division, employment status, and section and/or unit. At the time of a proposed  
16 reduction of force, the County will transmit to the Union a current listing of all employees which  
17 shall indicate the name of the employee, wage rate, job classification, date of hire, date of hire into  
18 their current classification, date of hire into any other previously held classification within the  
19 bargaining unit, division, employment status, and section and/or unit.

20 **ARTICLE 3: RIGHTS OF MANAGEMENT**

21 The management of the County and the direction of the work force is vested exclusively in  
22 the County subject to the terms of this agreement. Except to the extent there is contained in this  
23 Agreement express and specific provisions to the contrary, all power, authority, rights and  
24 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not  
25 limited to, the right to manage the work of employees, schedule overtime work, to suspend or  
26 terminate, transfer, and evaluate employees; to determine and implement methods, means and  
27 assignments, establish classifications and select personnel by which operations are to be conducted,  
28 including staffing levels; and to initiate, prepare, modify and administer the budget.

**ARTICLE 4: HOLIDAYS WORKED**

**Section 4.1.**

A. CLA Article 10 does not apply to the Customer Information Technological Resources and Solutions (CITRS) group. In place of the Holiday benefits provided for in the CLA, the following rules in Section 4.1.A, 4.1.B, and 4.1.C shall apply to the CITRS group:

Employees eligible for comprehensive leave benefits shall be placed on standby status on the following days:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous People's Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County Council may determine. If an employee is not ordered to report to work on a holiday listed above, they shall receive holiday pay for the day.

King County may summon standby employees to report to work on the following dates as soon as possible, but in no event later than two hours, and King County may direct other standby employees to report to a second shift later in the day.

B. King County may, at its sole discretion, order employees in the CITRS group to report to work on holidays to respond to service disruptions. An employee who is ordered to come to work on one of the holidays listed in Section 4.1.A above will have two options. 1) The employee

1 may shift the missed holiday to another date within two weeks unless operationally impractical, in  
2 which case no later than the end of the pay period following the pay period in which an emergency  
3 was declared, unless a date outside of this range is mutually agreed upon; or 2) The employee may  
4 request a day of extra compensation in lieu of the holiday. An employee who requests an extra day  
5 of compensation shall forfeit the holiday. The result shall be that the employee receives the  
6 equivalent of six days of pay in the week for working five days. Employees may not self-select to  
7 report to work during a holiday.

8 C. An employee who is granted a week of vacation that is adjacent to a holiday listed  
9 in Section 4.1.A will not be required to be on standby status during the holiday. Through a system to  
10 be devised by the employees of the CITRS group, one additional employee shall be excused from  
11 standby status on each holiday. King County may, at its sole discretion, allow for more than one  
12 employee to be excused from standby status on particular holidays.

13 **Section 4.2.** All other non-CITRS employees who are directed to work on a holiday, and who  
14 are eligible for overtime, will receive 8 hours holiday leave pay pursuant to CLA Article 10 and be  
15 paid overtime for all hours actually worked. Such overtime eligible employee may request to accrue  
16 the time worked as compensatory time, which may be approved at management’s discretion and  
17 consistent with Personnel Guidelines.

18 **ARTICLE 5: RATES OF PAY**

19 **Section 5.1. Rates of pay**

20 A. Rates of pay for all classifications in the bargaining unit shall be paid in accordance  
21 with Addendum A and Addendum B.

22 B. These bargaining units in Addendum A and Addendum B use steps 2, 4, 6, 8, and  
23 10 of the King County Square Table, unless noted otherwise.

24 C. The appointing authority may place a newly hired Employee at Step 2 upon hire,  
25 or a higher step when the department director determines this action is warranted based on the criteria  
26 set forth in the King County Personnel Guidelines. Pay placement for employees being promoted,  
27 transferred, or demoted shall be determined by Article 5.3, 5.4, and 5.5 below.

28 D. After completion of probation, employees will progress to the next salary step.

1 Thereafter, step increases will occur on each January 1st until the employee reaches the top of the  
2 salary range. All new hires will be hired at a minimum of Step 2.

3 **E.** King County shall not make any post-hire adjustments to employees' salary steps  
4 based on subsequent collective bargaining settlements or retroactive pay associated with other unions.

5 **Section 5.2. Top Step Merit Pay.** Employees who are at the top step of their salary range  
6 will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the County's  
7 discretion, in accordance with the King County Merit Pay Plan, as amended. Employees are eligible  
8 for the merit increase who have achieved a performance rating of "outstanding" (at least 4.25 on a  
9 scale of 1-5) in two (2) consecutive years.

10 An employee's performance rating and a decision to grant a merit increase is not subject to  
11 the grievance and arbitration provisions of CLA Article 26.

12 **Section 5.3. Pay upon Promotion.** An employee who is promoted shall be placed at the  
13 nearest step in the new salary range which provides at least a 5% increase above the employee's  
14 previous rate of pay in effect at the time of the personnel action. The appointing authority may place  
15 the promoted Employee at a higher step when the appointing authority determines this action is  
16 warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130,  
17 as amended. If the employee is receiving above-Step-10 merit pay, such pay may be considered when  
18 determining the step in the new salary range. The new pay may not exceed 5% above Step 10. This  
19 section is not applicable to a promotion that is a result of a reclassification.

20 **Section 5.4. Pay upon Transfer.** Employees who transfer to a position assigned the same  
21 pay range shall be placed at the step of the new pay range, which is closest to, but not less than the  
22 pay step that the employee received before the transfer. However, this step may not exceed the  
23 maximum of the new pay range except where the employee was receiving above-Step-10 merit pay in  
24 their former position, in which case such pay may exceed the top step of the new range by no more  
25 than 5%.

26 **Section 5.5. Pay upon Demotion.** Employees who accept a voluntary demotion, or who are  
27 involuntarily demoted, or for those who are demoted to a classification the employee formerly  
28 occupied, shall be placed at the highest step in the new pay range that does not exceed the pay rate

1 that the employee received before the demotion. If the employee is receiving above-Step-10 merit  
2 pay, such pay shall be considered when determining the new pay and the new pay may not exceed  
3 5% above Step 10.

4 **Section 5.6. Lead and Training Pay.** Employees covered under Addendum B who are  
5 assigned, in writing, by the division manager or their designee to train employees and be responsible  
6 for their work product or to perform lead-worker duties over employees in the same classification,  
7 shall be compensated at a rate which is five percent (5%) greater than their base rate for all time so  
8 assigned.

9 **ARTICLE 6: HOURS OF WORK AND OVERTIME**

10 **Section 6.1.** For hourly employees, the normal work week shall consist of five (5)  
11 consecutive work days not to exceed eight (8) hours in a nine (9) hour period. The County and the  
12 Union agree that alternative work schedules may be established that are mutually agreed between the  
13 employee and employer.

14 **Section 6.2.** Contractual daily overtime shall be paid to employees who work more than  
15 their regularly scheduled hours in a workday, inclusive of hours worked in excess of regularly  
16 scheduled work hours of an alternative work schedule, at the Contractual Overtime Rate in effect at  
17 the time the overtime work is performed.

18 Contractual weekly overtime shall be paid to employees for all hours worked in excess of  
19 forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the  
20 overtime work is performed.

21 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half  
22 times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum  
23 A and B wage tables plus any applicable hourly pay premiums in effect at the time the overtime is  
24 worked that are contractually required to be included when calculating the Contractual Overtime  
25 Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours  
26 worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

27 **Section 6.3.** FLSA-exempt employees are covered under the King County Executive Leave  
28 Pay and Leave Practices for Executive Administration and Professional Employees policy(s) and are



1 expected to work the hours necessary to perform their jobs.

2           **Section 6.4. Compensatory Time.** Overtime may be paid as compensatory time at the rate  
3 of time and one-half, if requested by the employee and approved by the supervisor.

4           **A.** Rideshare Services Representatives covered under Addendum A may choose to  
5 substitute compensatory time at the rate of time and one half (1-1/2) for overtime earned on  
6 weekends or scheduled days off when an employee is on-call.

7           **B.** Compensatory time must be used during the calendar year in which it is accrued  
8 unless this is not feasible due to work demands. The employee may then request, and the department  
9 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

10 Requests will not be unreasonably denied.

11           **C.** Employees will be paid in the pay period that includes December 31 for all  
12 accrued compensatory time not carried over into the following year.

13           **D.** Compensatory hours that have been carried over must be used within the first  
14 quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

15           **Section 6.5. Alternative Work Schedules.** Alternative work schedules may be established in  
16 accordance with Executive Policy. When a supervisor establishes a schedule change or determines  
17 how to respond to an Employee request for an alternative work schedule, they must consider the  
18 Employee's childcare and other family and transportation needs in making the decision.

19 Management will meet one-on-one with each employee requesting a flex schedule in order to  
20 understand the employee's need for a flex schedule. A minimum of thirty (30) days' written notice to  
21 the employee must be given for a change in work schedule unless mutually agreed between the  
22 parties. If the employee does not agree with the supervisor's work schedule decision, the employee  
23 may request in writing a review by the Division Director. The Division Director's decision is final  
24 and not grievable. If an alternative work schedule is established, the compensation provisions of  
25 Sections 6.2 and 6.3 of this Article, related to FLSA-eligible and FLSA-exempt Employees remain  
26 applicable.

27           The parties recognize the importance of regularly reporting to the assigned work site for the  
28 purposes of accomplishing work. However, an employee may occasionally request, and a supervisor

1 may occasionally approve, an alternative work schedule for a limited period of time for the purpose  
 2 of accommodating and balancing the individual needs of an employee and the business needs of the  
 3 organization.

4 **Section 6.6. Executive Leave.** The nature of the work of many employees represented by  
 5 this Agreement sometimes requires them to be on-call for significant periods of time and to work, on  
 6 an on-going basis, substantially in excess of the standard work schedule for other County employees.  
 7 Therefore, each FLSA-exempt employee will be granted a minimum of three (3) days of executive  
 8 leave annually. In addition to the base number of days of executive leave granted above, an FLSA-  
 9 exempt employee may be granted up to seven (7) additional days of executive leave when authorized  
 10 in writing by their immediate supervisor, in recognition of the additional on-call time, excess work  
 11 and/or performance expectations required by their specific position. Executive leave must be used in  
 12 the payroll year it was granted and cannot be carried into the next payroll year or cashed-out.

13 A. The three (3) day minimum executive leave grant in Section 6.6 shall be prorated  
 14 for employees hired or promoted into an FLSA-exempt position covered by this Agreement as  
 15 follows:

<u>Period of Employment</u>	<u>Minimum Days of Executive Leave Granted</u>
0 through 1 month	0
1 through 4 months	1
4 through 8 months	2
8 through 12 months	3

21 **Section 6.7.** Transportation Planner II's in the Service Development section will be paid  
 22 overtime based on 40 hours of "paid time" in a workweek. This will allow employees to be assigned  
 23 to after hours and weekend meetings, and to work more flexible hours based on workload needs.  
 24 Meetings outside regular work hours will be scheduled with at least 2 weeks notice; employees'  
 25 personal needs will be considered as in the past. Adjustments in work schedules will be worked out  
 26 between an employee and their supervisor.

27 **Section 6.8. After Hours Support for Exempt Employees.**

28 When an exempt employee performs work as a part of assigned after-hours on-call

1 duty, they may request permission from their supervisor to adjust their work schedule for the  
2 following calendar day. The supervisor shall evaluate the request based upon operational need and  
3 the volume of work performed. It is not the intent of this section to provide a minute-for-minute shift  
4 in time; rather, the intent is to recognize some on-call duties may significantly interfere with an  
5 employee's rest before the following workday.

## 6 **ARTICLE 7: MISCELLANEOUS**

7 **Section 7.1. Master ASE Transit Bus Certifications.** With the approval of the supervisor,  
8 employees covered under Addendum A who obtain and maintain a Master ASE certification in transit  
9 bus shall have all registration and test fees reimbursed upon successful completion.

10 **Section 7.2.** The County will provide all equipment and Employees' personal foul weather  
11 gear to ensure safety and/or identification for Employees based on requirements of their specific job  
12 duties. The County will continue to provide all safety-related equipment that is currently provided  
13 and/or required by law, including furniture and equipment designed to reduce the risk of injuries  
14 associated with positions in this bargaining unit.

15 **Section 7.3. Training.** The County may provide employees release time to attend training  
16 programs that will be beneficial to their job performance. Notice of all such training opportunities  
17 which management deems appropriate will be made available to all employees in writing. If the  
18 County requires attendance at such training programs, the County will pay the expenses incurred.  
19 The County recognizes the benefit of training and will provide access to training opportunities for  
20 Employees, within budgeted appropriations. Training may also include conferences, workshops and  
21 other professional networking opportunities.

22 **A.** An Employee enrolled in a degree program that the County determines to be job-  
23 related may be eligible to receive reimbursement from the County for up to 50% of this program. An  
24 Employee who takes individual classes or courses which management determines to be job-related  
25 may be eligible to receive reimbursement from the County for up to 100% of class fees or course  
26 fees. The decision to provide any reimbursement or initial course approval is solely based upon the  
27 County's discretion and is subject to financial constraints; however, management shall assure that  
28 over time training opportunities are distributed equitably over the work unit.

1           **B.** The Labor-Management Committee established pursuant to Section 7.5 of this  
2 Article shall address the issue of non-traditional training.

3           **Section 7.4. Transportation Benefits for Retirees.** The Employer will provide all retirees  
4 with bus passes at no cost in accordance with current practice and County ordinance. Further, any  
5 member of the bargaining unit who was entitled to a retiree bus pass prior to the January 1, 1996  
6 merger with King County shall continue to be eligible for a retiree bus pass.

7           **Section 7.5. Joint Labor Management Committee.** The County and the Union agree to  
8 establish a joint labor-management committee (LMC) for the purpose of discussing matters or  
9 concerns of either party. Grievances, unfair labor practices, lawsuits and disciplinary matters are not  
10 appropriate subjects for discussion for the LMC. The County and the Union also understand that the  
11 LMC is not a substitute for bargaining and has no authority to amend the contract. Meetings will be  
12 held as needed and may be called by either party. The party requesting the meeting will be  
13 responsible for coordinating the meeting. The Union and County will co-chair the meeting and will  
14 determine the appropriate participants, not to exceed eight (8) for either party.

15           **Section 7.6. Classification Specifications.** The County shall furnish the Union with specific  
16 classification specifications for classifications in the bargaining unit descriptive of the function, scope  
17 and complexity of the position and the knowledge, abilities and qualifications for the position. If the  
18 Union requests, the County will meet with the Union to review proposed modifications and revisions  
19 to the classification specifications and will negotiate impacts prior to implementation.

20           **Section 7.7. Home Free Guarantee.** The County will operate a program to provide  
21 employees with a free ride home by taxi, if on a given day the employee has commuted to work by  
22 bus, carpool, vanpool, bike or walking on the day of the trip and has an emergency or works  
23 unanticipated overtime that day which requires the employee to leave work at other than the  
24 employee's regularly scheduled quit time. Determination of what constitutes a qualified emergency  
25 will be made at each worksite by the employee so designated by the County. Employees can exercise  
26 their home free guarantee a maximum of eight (8) times per calendar year.

27           **Section 7.8. Meals in Declared Emergency.** In the event of a bona fide emergency which is  
28 declared by the King County Executive, an employee will receive the meal per diem or appropriate

1 meal for any time in which that employee is required because of the emergency to remain at work in  
2 excess of twelve (12) consecutive hours or is required to work in excess of eight hours on a day the  
3 employee was not scheduled to work. Expense receipts are not required for reimbursement.

4 **Section 7.9. Accidental Death Benefit – Criminal Assault.** The County provides special  
5 coverage in the event of a felonious assault for employees covered under the County’s Accidental  
6 Death and Dismemberment Insurance Plan.

7 **Section 7.10. Home visits to verify an illness.** Verification of sick leave use is pursuant to  
8 RCW 49.46.210 and County policy, procedures and guidelines. If an employee is directed to visit  
9 another employee at home to verify an illness after a no call-no show (including emails, texts or  
10 phone calls), the following will apply:

11 **A.** A minimum of two employees will be sent (these employees may or may not be  
12 from the bargaining unit).

13 **B.** The employees will be provided functional communication equipment (cell phone,  
14 etc.).

15 **C.** A known itinerary will be established, so the supervisor will know if a home visit  
16 team is overdue.

17 **Section 7.11. Sick Child Benefit Program.** The County provides employees with services  
18 through the Making Life Easier program for mildly sick child childcare resources for eligible  
19 dependent children. The service is provided at no cost to employees as long as they are pre-  
20 registered in the program.

21 **Section 7.12. Inclement Weather.** This Section shall apply only to employees covered  
22 under Addendum B.

23 **A. Pay for employees in case of facility closure.**

24 **1.** If a facility is closed by order of the County Executive due to inclement  
25 weather, employees scheduled to work will be paid their normal salary or hourly wage until such time  
26 as the facility is reopened, alternative worksites are arranged, or a reduction in force is implemented.  
27 Employees who previously requested and have been approved for time off (e.g., vacation, sick leave,  
28 compensatory time off, or leaves of absence) will have hours deducted from their accruals as

1 approved.

2 Employees designated as first responders and mission critical employees who are unable to  
3 report to work will have their time charged to vacation, comp-time, or leave without pay unless the  
4 department director or designee determines that regular pay is warranted and waives the charging of  
5 the time missed.

6 2. Where a department or division director or agency administrator closes  
7 operations in his or her agency during the work day or orders employees to leave the premises  
8 because of safety concerns, employees scheduled to work will be paid for the normally scheduled  
9 work day.

10 3. Continued closure of a facility beyond the first day (or partial day) as  
11 described above must be approved by the Executive; otherwise, the facility will be deemed open.

12 **B. Pay for employees where facilities remain open for business.**

13 Where a department, office or facility remains open but inclement weather conditions prevent  
14 an employee from reporting to work:

15 1. The employee will notify their supervisor of the absence as soon as  
16 possible.

17 2. The employee may request, and the supervisor may approve, the use of  
18 compensatory time, vacation time, or leave without pay to cover the absence. Sick leave may not be  
19 used in such instances except where appropriate under sick leave provisions of the King County  
20 Code, Personnel Guidelines and this collective bargaining agreement.

21 **ARTICLE 8: HIRING POOLS, TRANSFERS, AND PROBATIONARY PERIOD**

22 **Section 8.1. Hiring Pools.**

23 When job announcements are posted to recruit applicants for a vacant position within  
24 Addendum A of the bargaining unit and a pool will be created, the job announcements shall notify  
25 potential applicants that applications received shall also be used to establish a pool of eligible  
26 candidates to fill future vacancies in the same classification. Such notice shall specify for which  
27 classifications the pool is being created. The pool of applicants established pursuant to this Section  
28 shall be retained for twelve (12) months from the date of posting. If a pool is used to fill a position,

1 all qualified candidates will be considered. Candidates in the pool may update their applications at  
2 any time while the pool is in effect. Qualified candidates from the pool who are not hired will be  
3 notified that their applications will remain in the pool.

4 For vacant positions within Addendum A of the bargaining unit, at least the most qualified  
5 applicant in Addendum A of this bargaining unit who meets the minimum requirements of the  
6 position will be offered an interview.

7 **Section 8.2. Lateral Transfers.** Prior to the initiation of any competitive process to fill a  
8 vacant bargaining unit position covered under Addendum B, regular employees covered under  
9 Addendum B holding the same classification as that of the vacant position shall be given the  
10 opportunity to make a lateral transfer to the vacant position. This provision does not apply to Term-  
11 Limited Temporary (TLT) employees or employees covered under Addendum A. Such lateral  
12 transfers shall be accomplished pursuant to the following procedure:

13 A. Notification of the vacancy shall be provided to all regular bargaining unit  
14 employees whose classification is the same as that of the vacant position and thus eligible for lateral  
15 transfer considerations. Employees expressing interest in lateral transfer shall not be required to  
16 complete skills or other testing.

17 B. Eligible regular employees expressing interest in a lateral transfer shall be  
18 interviewed by the manager/designee.

19 C. Prior to initiating a competitive hiring process, King County will consider offering  
20 the position as a special duty assignment to interested employees in the bargaining unit. If none of the  
21 interested eligible bargaining unit employees are selected for lateral transfer or special duty  
22 assignment opportunity, the position will be filled through the County's hiring processes.

23 D. Interested eligible regular employees who are not selected through the lateral  
24 transfer process or special duty assignment opportunity may apply for the position during the  
25 competitive examination process.

26 E. A career service employee who transfers to a position within the employee's same  
27 classification, pay range and department or agency shall not be required to serve a probationary period  
28 unless the director of the Department of Human Resources or its successor, or the director's designee,

1 makes a written finding, in advance of the transfer, that the essential functions of the new position are  
2 substantially different from those of the employee's previous position, taking into consideration: the  
3 specific duties of the position; the work setting; the skills, training, and experience needed; the level of  
4 available support and supervision; and any other factors the director or designee deems relevant.

5 **Section 8.3. Transportation Safety Administrator Assignments.** Metro will solicit  
6 feedback from TSAs on preferred work location. Metro will consider input received from the TSAs,  
7 such as qualifications and tenure in the work unit, as well as work performance. However, Metro will  
8 continue to retain the flexibility to decide assignments, including transfers, to ensure the business needs  
9 of Metro are met. If metro is unable to honor a preferred work location request, then they shall provide  
10 a written statement stating the business need for their denial.

11 **Section 8.4. Probationary Period.** The applicable provisions of King County Personnel  
12 Guidelines, Duration of Probationary Period, shall apply, except as modified by this section. The  
13 probationary period for a new employee or a newly promoted employee shall be six months. A  
14 probationary period may be extended up to a total period of 12 months. If a probationary period is to  
15 be extended, the union must be notified and a written notice of the extension must be given to the  
16 employee. Notification shall be provided prior to the end of the probationary period.

17 If an employee's probationary period is extended due to the fact that the employee has not  
18 received adequate and consistent supervision during the probationary period, the employee will  
19 receive a retroactive probationary step increase to the date the normal probationary period was  
20 completed upon obtaining regular status.

21 An employee is "at will" during their probation and probationary terminations are not subject  
22 to the grievance and arbitration provisions of this Agreement.

23 If an employee was promoted from within the bargaining unit and fails to pass probation in  
24 the newly promoted position, they may revert back to their former position if it is vacant. If there is  
25 not a vacancy, the employee will be treated as a layoff candidate based on the employee's former  
26 position.

27 Existing bargaining unit employees who accept placement in a position in lieu of layoff after  
28 receiving a layoff notice are subject to probation as may be required by Career Service Rules,



1 however, the “at will” element of probation is not applicable to such employees. If it is determined  
2 during the probationary period that the employee is not qualified or cannot perform in a satisfactory  
3 manner, the employee will be transferred back to Career Support Services and considered for another  
4 placement within the County.

## 5 **ARTICLE 9: EMPLOYEE RIGHTS**

6 **Section 9.1.** The off-duty activities of employees shall not be cause for disciplinary action  
7 unless said activities are detrimental to the employee’s work performance or the program of the  
8 agency.

9 **Section 9.2.** If the County issues disciplinary action against a regular employee, the  
10 employee shall be apprised of their rights of appeal and representation.

11 **Section 9.3.** The employee and/or representative may examine the employee’s personnel  
12 file(s) if the employee so authorizes in writing. Material placed into the employee’s files(s) relating  
13 to job performance or personal character shall be brought to their attention. The employee shall have  
14 the right to insert documentation into the file(s) that responds to said material. Unauthorized persons  
15 shall not have access to employee files or other personal data relating to their employment, except as  
16 otherwise authorized by law.

17 **Section 9.4.** No employee shall be required to use equipment which is not in a safe condition.  
18 In the event an employee discovers or identifies unsafe equipment, they will immediately notify the  
19 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment  
20 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if  
21 the employer determines the equipment to be unsafe. At such time as the employer determines the  
22 equipment to be safe, the employee will be advised.

23 **Section 9.5. Defense and Indemnification.** In accordance with KCC, whenever an  
24 employee is named as a defendant in a civil or criminal action arising out of the performance of the  
25 employee’s duties and is acting within the scope of employment, the County shall furnish counsel (or,  
26 solely at the County’s discretion, reimburse the employee the cost of their private counsel) to  
27 represent the employee to a final determination of the action, without cost to the employee. To have  
28 the benefit of such legal representation and indemnification, the employee must have acted in good

1 faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their  
2 county employment. All questions as to whether the employee is entitled to indemnification shall be  
3 decided by the chief civil deputy prosecuting attorney in accordance with KCC, as amended.

4 **ARTICLE 10: PERFORMANCE APPRAISALS AND MEMOS**

5 **Section 10.1. Performance Appraisals and Memos.** Each Employee will receive  
6 performance memos and appraisals as needed, but at least once per year.

7 The Employee may appeal a performance appraisal pursuant to the King County Personnel  
8 Guidelines. Performance appraisals or memos are not grievable.

9 **Section 10.2. Personnel Records.** The employee has the right to have placed in their  
10 personnel file rebuttals to any written communications from County managers or supervisors.  
11 Employees may request to have included in the personnel file any written documentation that reflects  
12 favorably on the employee's conduct or work quality. Nothing in this section shall prevent the  
13 County and the Union from reaching a mutually acceptable agreement regarding the removal or  
14 revision of personnel records as the result of a grievance settlement.

15 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

16 **Section 11.1 Non-Contractual Dispute Resolution and Mediation.** The intent of this  
17 section is to provide employees and supervisors with a dispute resolution process for issues for which  
18 the grievance and arbitration processes do not apply. An employee who has a non-contractual  
19 dispute is encouraged to exercise their rights to pursue dispute resolution and, if mutually agreed to,  
20 use mediation to resolve the dispute.

21 To initiate this process, the employee will request a dispute resolution meeting with their  
22 immediate supervisor. The employee and their supervisor will then meet in an attempt to resolve the  
23 dispute. The supervisor may provide the employee with a written summary of the meeting and  
24 outcome.

25 If the dispute remains unresolved, the employee and supervisor may mutually request  
26 mediation. The request for mediation will be made, in writing, to Transit Human Resources.  
27 Mediation will use the King County ADR Program and will be concluded, if practicable, within 30  
28 days of the request for mediation.

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

2           **Section 12.1.** The County and the Union agree that the public interest requires efficient and  
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned  
6 duties, sick leave absence which is not bona fide, or other interference with County functions by  
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
8 to end such interference. Any concerted action by any employee in the bargaining unit shall be  
9 deemed a work stoppage if any of the above activities have occurred. Being absent without  
10 authorized leave shall be considered as an automatic resignation. Such a resignation may be  
11 rescinded by the division manager if the employee presents satisfactory reasons for their absence  
12 within three (3) calendar days of the date their automatic resignation became effective.

13           **Section 12.2.** Upon notification in writing by the County to the Union that any of its  
14 represented employees are engaged in a work stoppage, the Union shall immediately, in writing,  
15 order such employees to immediately cease engaging in such work stoppage and provide the County  
16 with a copy of such order. In addition, if requested by the County a responsible official of the Union  
17 shall publicly order such Union employees to cease engaging in such a work stoppage.

18           **Section 12.3.** Any employee who commits any act prohibited in this section will be subject in  
19 accord with the County’s Work Rules to the following action or penalties:

- 20                   1. Discharge.  
21                   2. Suspension or other disciplinary action as may be applicable to such employee.

22 **ARTICLE 13: WAIVER**

23 The parties acknowledge that each has had the unlimited right within the law and the opportunity to  
24 make demands and proposals with respect to any matter deemed a proper subject for collective  
25 bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement.  
26 Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the  
27 right to oblige the other party to bargain with respect to any subject or matter not specifically referred  
28 to or covered in this Agreement.

1 **ARTICLE 14: UNION REPRESENTATION**

2           **Section 14.1.** Authorized representatives of the Union may, after notifying the County  
3 official in charge, visit the work location of employees covered by this Agreement at any reasonable  
4 time for the purpose of investigating grievances, and to conduct union business that is directly related  
5 to the administration of this agreement. Such representatives shall limit their activities during such  
6 investigations to matters relating to this Agreement. Department work hours shall not be used by  
7 employees or Union representatives for the conduct of Union business or the promotion of Union  
8 affairs.

9           **Section 14.2.** Authorized representatives of the Union may have reasonable access to its  
10 represented employees in County facilities for transmittal of information or representation purposes  
11 before and after work and during lunch breaks or other regular breaks as long as the work of the  
12 County employees and services to the public are unimpaired. Prior to contacting represented  
13 employees in County facilities, such authorized agents shall make arrangements with the division  
14 manager. Where allowable and after prior arrangements have been made, the County shall make  
15 available to the Union meeting space, rooms, virtual meeting space, etc. for the purpose of  
16 conducting Union business, where such activities would not interfere with the normal work of the  
17 Department.

18           **Section 14.3.** The Union shall have the right to appoint stewards within Sections, Divisions,  
19 and locations where its represented employees are employed under the terms of this Agreement.  
20 Stewards shall see that the provisions of this Agreement are observed, and they shall be allowed  
21 reasonable time to perform these duties during regular working hours without suffering a loss of pay.  
22 Paid release time, for purposes of this section, does not apply to participation in the LMC defined in  
23 Article 7.5 or contract or settlement negotiations.

24 **ARTICLE 15: REDUCTION IN FORCE ADDENDUM A EMPLOYEES**

25 This Article shall only apply to employees currently covered under Addendum A, and shall not apply  
26 to employees currently covered by Addendum B.

27           **Section 15.1. Pre-Layoff Process.**

28           **A.** When a reduction in force (RIF) is anticipated for career service positions

1 represented under Addendum A, the County will notify the Union at least thirty (30) days prior to the  
2 determination that a reduction of force will occur. Upon request, the County will meet with the  
3 Union Representative to identify the number of employees in this bargaining unit that the County is  
4 anticipating for layoff. The Union may request to meet with the County prior to the implementation  
5 of the RIF for the purposes of discussing RIF mitigation strategies. The County will demonstrate that  
6 all interns, temporary, and term-limited employees that perform work in the same classification will  
7 be laid off prior to the layoff of members of this bargaining unit. The County and the Union shall  
8 jointly endeavor to find ways to minimize or eliminate the number of employees who must be laid off  
9 (e.g., reassign employees to vacant positions, locate temporary placement in other departments,  
10 encourage leaves of absence, or allow job-sharing).

11 **Section 15.2. Definitions.** The following definitions shall apply for the purposes of  
12 administering this Article.

13 **A. Reduction in Force** is any budgeted change to a career service employee's FTE  
14 which may include a decrease or elimination of the FTE.

15 **B. Layoff** is the termination of career service employment due to a RIF action.

16 **C. Classification seniority** is defined as total time in a classification without a break  
17 in service. Only career service employees are eligible to earn classification seniority. Seniority hours  
18 earned are not to exceed the equivalent of a full-time position (2080 hours annually). Term Limited  
19 Temporary (TLT) and Short Term Temporary (STT) employees do not earn classification seniority  
20 hours. Employees who transfer, promote or demote into a different job classification under  
21 Addendum A will accrue seniority in the new classification upon start of their placement in the  
22 position. Previous seniority hours earned in other classifications worked under Addendum A will be  
23 retained and calculated into the Contract seniority, as described below.

24 If two or more employees in the same classification are hired on the same date, then the  
25 classification seniority between those employees will be determined by contract seniority. If their  
26 contract seniority is the same (i.e., they were hired into the bargaining unit on the same date), then  
27 their classification seniority will be determined by their King County hire date within a coalition  
28 represented position without a break in service (the earliest hire date being most senior). If their

1 contract seniority and King County hire date are the same, then their classification seniority will be  
2 determined by their application submittal date/time (the earliest date/time being the most senior).

3 **D. Contract Seniority** is defined as accumulated seniority for all classifications  
4 worked under this contract without a break in service as listed in Addendum A.

5 **E. Break in Service** is a voluntary quit, retirement, layoff, medical separation or  
6 termination for just cause. Employees who terminate due to layoff or medical separation will have  
7 accrued seniority reinstated upon rehire if the rehire occurs within two years following their  
8 termination. Authorized paid and unpaid leaves of absence are not considered breaks in service;  
9 however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30)  
10 consecutive days.

11 **F. Trial Service Period** is a defined period of time following placement into a new  
12 position as a result of a reduction in force. A trial service period only applies in the circumstances  
13 defined in the Vacancy/Bumping Process.

14 The purpose of the trial service period is to provide the individual an opportunity to acquire  
15 the requisite knowledge and skills specific to that position so as to be able to perform the duties in a  
16 competent manner. The trial service period is also a time for management to assess progress and  
17 performance of the individual and determine if they are able to perform the duties at an acceptable  
18 level. A trial service period is generally six months in duration, but may be extended an additional  
19 six (6) months to allow for further skill and knowledge acquisition; it may also be shortened if  
20 management determines the individual has demonstrated sufficient competency.

21 **G. Unsuccessful Trial Service Period:** Management may end the trial service  
22 period at any time pursuant to just cause, for instance, if it objectively assesses that the individual is  
23 not demonstrating sufficient progress in obtaining the requisite knowledge and skills required of the  
24 position within a reasonable period of time. The individual may request to end the trial service  
25 period on their own accord if they conclude the placement is not an appropriate match. In both cases,  
26 the individual will be removed from the position and placed in layoff/recall status and will be eligible  
27 for recall services for up to two years following the date of their changed employment status.

28 **H. Qualified** means the employee possesses the qualifications required to be

1 considered eligible to be appointed to the position as a new hire.

2           **I.** King County is responsible for providing the Union with complete, accurate,  
3 pertinent, and timely information to assist the Union in identifying the seniority date. Failure to  
4 provide this information is grievable. All questions or issues pertaining to a represented employee's  
5 seniority will be settled by the Union. The Union determined seniority date cannot be grieved. An  
6 employee who has obtained career service status in any bargaining unit classification and who moves  
7 into a position in King County outside of the bargaining unit shall retain their layoff seniority in the  
8 bargaining unit covered by this contract for one (1) year from the date of transfer. An employee who  
9 is not a base represented employee of the bargaining unit and is working in a Special Duty  
10 Assignment in a bargaining unit position who is hired permanently to that position shall have their  
11 seniority date reflect the start date of the Special Duty assignment.

12           **J.** Seniority is portable in a reciprocal manner between this bargaining unit and the  
13 employees in the Planning unit of the PROTEC17 non-interest arbitration Professional and Technical  
14 Department of Transportation bargaining unit.

15           **K.** An Employee who is granted a voluntary leave of one (1) year or less or who  
16 resigns from County employment for education or professional development or is laid off and is  
17 rehired within two years or less shall retain their seniority date. However, if said employee is gone  
18 for more than the above allotted time, upon return to the bargaining unit, the employee will receive a  
19 new seniority date reflecting the date of hire.

20           **Section 15.3. Reduction in Force Process.**

21           The following process shall govern for the purposes of administering this Section.

22           **A. Notice** –Notice to the individual(s) impacted by the RIF will occur no less than 60  
23 days prior to the effective date of the RIF. The impacted employee will receive written notification  
24 of the Department's intent to change or eliminate the employee's FTE. This notice will include the  
25 effective date of the change, a description of the employee's RIF and layoff/recall rights as provided  
26 under the contract and King County policies and procedures; and a list of current vacancies available  
27 within the employee's current classification which includes the vacant position's allocated FTE level  
28 and work location. The Union will be provided a copy of the notice given to the impacted employee.

1                   **B. Volunteer RIF.** When a RIF is to be initiated, employees may request to be  
2 voluntarily laid off if the employee is in the same work unit and classification as the position(s)  
3 determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off will be  
4 placed directly in recall per Section 15.5.

5                   **C. Vacancy/Bumping Process.**

6                   An employee whose position has been eliminated entirely, will have the option of accepting  
7 layoff and entering the recall process (as described in Section 15.5), or resigning employment, or  
8 follow the process, based on seniority, for vacancies or bumping as described below:

9                   1. The employee will be placed in a vacancy in the same classification and  
10 Division. If two or more RIF impacted employees are interested in the same vacancy, placement will  
11 be based on classification seniority. If there are no vacancies in the same classification in the same  
12 Division, but there are vacancies in the same classification in another Transit Division, then the  
13 employee will be placed in that vacant position and will serve a trial service period. If the vacant  
14 position is not represented, or is represented by another bargaining unit, the employee's new position  
15 will no longer be represented by this bargaining unit.

16                   2. If there are no vacancies under Step 1, the employee will bump, based on  
17 classification seniority, the least senior employee in the same classification within the same Division.

18                   3. If there are no vacancies in the same classification in any Division or  
19 bumping opportunities under Step 2, then the employee will be placed in a vacant position in a lower  
20 classification within the same Division. To be placed into such a position, the employee must have  
21 previously passed probation in the lower classification and be qualified for the lower position.  
22 Additionally, if it has been more than five years since the employee worked in the lower  
23 classification, then the employee must serve a Trial Service Period. If two or more RIF impacted  
24 employees are interested in the same vacancy, placement will be based on contract seniority.

25                   4. If there are no vacancies in a lower classification (for which the employee  
26 has passed probation and is qualified) in the same division, then the employee will bump, based on  
27 contract seniority, the least senior employee in a lower classification within the same division,  
28 provided the bumping employee has previously passed probation in the lower classification and is



1 qualified for the current position. Additionally, if it has been more than five years since the employee  
2 worked in the lower classification, then the employee will serve a Trial Service Period.

3                   **5.** If there are no bumping opportunities as described in step 4, the employee  
4 will be placed in a vacant position, if available, in the following order:

5                               a. A vacant position in a lower classification in another division,  
6 provided the employee has previously passed probation in that lower classification

7                               b. A vacant position in a lower classification in the same classification  
8 series in the same division, regardless of whether the employee previously served in the lower  
9 classification.

10                              c. A vacant position in a lower classification in the same classification  
11 series in another division, regardless of whether the employee previously served in the lower  
12 classification.

13                   In all cases, the employee must be qualified for the vacant position and the employee will  
14 serve a Trial Service Period. If two or more RIF impacted employees are interested in the same  
15 vacancy, placement will be based on contract seniority.

16                              **6.** If none of the foregoing opportunities are available, the employee will be  
17 placed in recall per Section 15.5.

18                              **7.** In administering the Vacancy/Bumping Process of this Section (15.3.(C)),  
19 an employee will not be required to be placed or bump into a position of lower FTE level than the  
20 position from which the employee is being laid off.

21                              **8. New Classification Series.** In the event that any single classification is split  
22 into a classification series during the duration of this contract, incumbent employees reclassified as a  
23 result of the new classification series shall have all classifications in the series be considered as part  
24 of the “same classification” for the purposes of the Vacancy/Bumping Process of this Section.

25                              **D. Rescission of RIF Notice** - If circumstances change and the Department  
26 determines a RIF is not necessary, the Department will notify the individual(s) in writing of the RIF  
27 rescission. The Union will be provided a copy of the rescission notice.

28                   **Section 15.4. Increase or Reduction of FTE.** Where the FTE level for a position is to be

1 increased or decreased, the Notice processes will be the same as stated in Section 15.3.(A).  
2 Employees in such positions will be given first right of refusal to the changed FTE level for their  
3 position. If they elect not to remain in their position at the new FTE level, then the process set forth  
4 in Section 15.3.(C) will apply, but only for positions with the same FTE level as that from which the  
5 employee was laid off. If there are no placement opportunities in the same FTE level, then the  
6 process in Section 15.3.(C) will apply, regardless of FTE level.

7 **Section 15.5. Recall.**

8 Recall is the return to employment in a career service position covered under the collective  
9 bargaining agreement in the classification and FTE level from which the employee was laid off.  
10 Recall rights to the classification from which an employee has been laid off shall expire two (2) years  
11 from the date of layoff.

12 Employees in recall status will be offered vacancies as per Steps 1 and 3 in Section 15.3.(C)  
13 in that order so that if multiple vacancies are available, then the employee must take the vacancy in  
14 the earliest step available (with Step 1 being the earliest, and Step 3 being the latest). An employee in  
15 recall status may bump a TLT or temporary employee working in the current classification or any job  
16 classification previously worked in the bargaining unit or classification series. Any employee  
17 bumping into a TLT or temporary position shall maintain their recall rights under this section and  
18 shall continue to accrue seniority and maintain step placement. The recall of an employee into a TLT  
19 or temporary position shall not convert such position to a regular, career service position. Recall  
20 opportunities will be offered in order of contract seniority.

21 **A.** All career service bargaining unit employees who are laid off, whose hours of  
22 work are reduced involuntarily or who accept a position with a lower pay range in lieu of layoff, shall  
23 be placed on the layoff recall list for two years in the County's Layoff/Recall Program from the date  
24 of layoff. In addition, the employee shall retain specific recall rights to the position from which the  
25 employee was laid off for an additional one (1) year following the end of the two (2) year general  
26 recall period. During the three (3) year specific recall period, the employee shall retain specific recall  
27 rights to the position from which they were laid off regardless of whether the employee has accepted  
28 a different position within the County. Refusal to accept re-employment in a position with a lower

1 salary range or with fewer working hours than the employee held at the time of layoff shall not be  
2 cause for removal from the recall list.

3 **B.** When the County is filling a bargaining unit position and there are laid-off  
4 employees who have held such positions within the previous five (5) years, the employees shall be  
5 notified of the vacancy and be afforded an opportunity to apply for the vacant position. The  
6 notification requirement is fulfilled by sending such notification to the employee's last known  
7 address of record.

8 **C.** When a laid-off employee applies for, or is referred to, a bargaining unit position  
9 and such employee is unsuccessful in obtaining the position, the employee will be provided with the  
10 rationale for their own non-selection, interview and test scores, and other documentation used to  
11 make the determination.

12 **D.** An employee who is recalled from layoff within two (2) years shall have all their  
13 unpaid sick leave balance and vacation accrual rates restored.

14 **E.** In Service Development, an employee shall retain two year specific recall rights to  
15 a vacancy that opens up in Service Development in the classification from which the employee was  
16 laid off.

17 **Section 15.6. Outplacement.** The County will provide access to outplacement services for  
18 employees who have been notified of their impending layoff. If the County does not provide  
19 outplacement services that the parties mutually agree meet the needs of the employee, each affected  
20 Employee will be allowed to access non-King County outplacement services for a period of one year  
21 following receipt of their notice of layoff, or to a maximum expenditure of \$2,500, whichever comes  
22 first.

23 **Section 15.7. Term-Limited Temporary Employees.** The provisions of this Article do not  
24 apply to TLTs.

25 **ARTICLE 16: REDUCTION IN FORCE ADDENDUM B EMPLOYEES**

26 This Article shall only apply to employees currently covered under Addendum B, and shall not apply  
27 to employees currently covered by Addendum A.

28 **Section 16.1. Pre-Layoff Process.**

1           A. When a reduction in force is anticipated for career service positions represented  
2 under Addendum B, the County will notify the Union at least thirty (30) days prior to the decision to  
3 eliminate a position that will result in an employee being laid off. Upon request, the County will  
4 meet with the Union Representative to identify the number of employees in this bargaining unit that  
5 the County is anticipating for layoff. The County will demonstrate that all interns, temporary, and  
6 term-limited employees that perform similar professional and technical work in the same  
7 classification will be laid off prior to the layoff of employees of this bargaining unit. The County and  
8 the Union shall jointly endeavor to find ways to minimize or eliminate the number of employees who  
9 must be laid off (*e.g.*, reassign employees to vacant positions, locate temporary placement in other  
10 departments, encourage leaves of absence, or allow job-sharing).

11           B. When the elimination of a career service position will result in an employee being  
12 laid off, the employee will be placed in an available vacant position.

13           C. When the elimination of a career service position shall result in an employee being  
14 laid off, the employee shall be selected by inverse seniority within the same classification within a  
15 Department. An employee subject to layoff who is not placed in a vacant position may bump the least  
16 senior employee in the same classification within the Department, provided the employee who elects  
17 to bump has more seniority.

18           Employees who bump into a new position will serve a probationary period in the new  
19 position. If the employee does not successfully complete the probationary period, they are no longer  
20 able to exercise bumping rights and will be terminated from employment. The employee will be  
21 referred to Career Support Services and be eligible for possible placement in another County position.

22           **Section 16.2. Notice.** When the elimination of a position shall result in an employee being  
23 laid off, the County shall provide written notice to the Union and the affected employee at least 60  
24 calendar days prior to the effective date of the layoff.

25           **Section 16.3. Recall Rights.**

26           A. All career service bargaining unit employees who are laid off, whose hours of  
27 work are reduced involuntarily or who accept a position with a lower pay range in lieu of layoff, shall  
28 be placed on the layoff recall list for two years in the County's Layoff/Recall Program from the date

1 of layoff. In addition, the employee shall retain specific recall rights to the position from which the  
2 employee was laid off for an additional one (1) year following the end of the two (2) year general  
3 recall period. During the three (3) year specific recall period, the employee shall retain specific recall  
4 rights to the position from which they were laid off regardless of whether the employee has accepted  
5 a different position within the County. Refusal to accept re-employment in a position with a lower  
6 salary range or with fewer working hours than the employee held at the time of layoff shall not be  
7 cause for removal from the recall list.

8 **B.** When the County is filling a bargaining unit position and there are laid-off  
9 employees who have held such positions within the previous five (5) years, the employees shall be  
10 notified of the vacancy and be afforded an opportunity to apply for the vacant position. The  
11 notification requirement is fulfilled by sending such notification to the employee's last known  
12 address of record.

13 **C.** When a laid-off employee applies for, or is referred to, a bargaining unit position  
14 and such employee is unsuccessful in obtaining the position, the employee will be provided with the  
15 rationale for their own non-selection, interview and test scores, and other documentation used to  
16 make the determination.

17 **D.** An employee who is recalled from layoff will have all unpaid sick leave balances  
18 restored.

19 **Section 16.4. Outplacement Services.** The County will contract with qualified firms to  
20 provide outplacement services for employees who have been notified of their impending layoff.  
21 Each affected Employee will be allowed to access non-King County outplacement services for a  
22 period of one (1) year following receipt of their notice of layoff, or to a maximum expenditure of  
23 \$2,500, whichever comes first.

24 **Section 16.5. Seniority Defined.**

25 **A.** Seniority shall be defined as the date when the employee first began working in a  
26 bargaining unit position currently covered or would have been covered by this Agreement. King  
27 County is responsible for providing the Union with complete, accurate, pertinent, and timely  
28 information to assist the Union in identifying the seniority date. Failure to provide this information is

1 grievable. All questions or issues pertaining to a represented employee’s seniority will be settled by  
2 the Union. The union determined seniority date cannot be grieved.

3 **B.** Time worked as a King County temporary, in an Administrative Support or  
4 Rideshare bargaining unit classification, shall be counted, provided there is no break in service, as  
5 determined by the Union. Seniority will be adjusted for all time in excess of thirty continuous days,  
6 when not in pay status.

7 **C.** An Employee who is granted a voluntary leave of one (1) year or less or who  
8 resigns from County employment for education or professional development or is laid off and is  
9 rehired within two (2) years or less maintains their seniority date. However, if said employee is gone  
10 for more than the above allotted time, upon return to the bargaining unit, they will receive a new  
11 seniority date reflecting the date of hire.

12 **D. Special Duty Seniority.**

13 An employee who is not a base represented employee of the bargaining unit and is working in  
14 a Special Duty Assignment in a bargaining unit position who is hired permanently to that position  
15 shall have their seniority date reflect the start date of the Special Duty assignment.

16 **Section 16.6. Term-Limited Temporary Employees.** The provisions of this Article do not  
17 apply to TLTs.

18 **ARTICLE 17: SCADA EMPLOYEES**

19 This Article applies only to SCADA Employees due to the unique nature of their work.

20 **Section 17.1. Call-Out Pay.** A SCADA Employee who has gone home after their regular  
21 shift, and who is called back to work and reports to work, will be paid at the overtime rate for hours  
22 actually worked or four hours, whichever is more. Additional call-outs within a four hour period will  
23 be covered by the same four hour guarantee. If a SCADA Employee can respond to the situation  
24 without having to report to the worksite, the guarantee is a minimum of two hours.

25 **Section 17.2. Clothing, Uniforms, and Equipment.** The County shall provide and maintain  
26 necessary safety clothing, uniforms, and equipment. Each SCADA Employee who is required by the  
27 County to wear a particular type of safety footgear shall be entitled to a voucher to be applied toward  
28 the purchase of such safety footgear. The maximum County contribution paid by such voucher shall

1 be \$200 per SCADA Employee. SCADA employees may use up to \$50.00 of the voucher to  
2 purchase work socks. A replacement item will be issued when the item is lost, stolen, damaged, or  
3 worn out.

4 **Section 17.3. Shift Differential.**

5 1. Shift differential will be 5.00% per hour for swing shift and 7.5% per hour for  
6 graveyard shift. Any shift with a quitting time from 8:01 p.m. to 2:00 a.m. will be considered a  
7 swing shift. Any shift with a quitting time from 2:01 a.m. to 10:00 a.m. will be considered a  
8 graveyard shift.

9 2. SCADA System Specialists who are not regularly scheduled for the night shift will  
10 be paid according to the overtime provisions in Article 6 and the language applicable to SCADA  
11 System Specialists in Article 17.

12 **Section 17.4. Negotiated Meal and Rest Periods.** The parties agree to continue their long-  
13 standing agreement to specifically supersede in total the State provisions regarding meal and rest  
14 periods for SCADA System Specialists. SCADA System Specialist shifts may include “straight  
15 eight” shifts, which do not have meal periods. For all SCADA System Specialists shifts, meal  
16 periods, and rest periods are not scheduled but may be taken intermittently consistent with work  
17 needs. SCADA System Specialists are entitled to meal and rest periods only as described in this  
18 agreement and not those provided by State law.

19 **Section 17.5. SCADA System Specialists Shift Picks.**

20 1. The County will hold two shift picks annually for the SCADA System  
21 Specialists to be effective on the start of the closest pay period to March 15th and September 15th  
22 with pick order determined by seniority. When a facility opens or closes, a section-wide pick will  
23 occur. A seniority list shall be provided by the County and reviewed by the Union prior to the shift  
24 picks occurring. Management will provide the Union with a list of shifts based on business needs.  
25 Shifts can be scheduled for any day of the week.

26 2. It is understood that the County will determine the description of schedules  
27 and shifts (hours of the day and days of the week) available to pick. The creation of all schedules and  
28 shifts (hours of the day and days of the week) is within the right of management to establish and

1 change pursuant to business needs. The parties also agree that it is within management’s right to add,  
2 move or remove shifts, or modify shift days or start/end times that will be included in each shift pick.  
3 Changes could also include, but are not limited to, establishing swing shifts or weekend shifts. Copies  
4 of the proposed pick schedule and shifts will be posted for the employees and the Union to review no  
5 later than 14 calendar days prior to the start of the pick. Changes in the posting may not be made  
6 without consulting with the Union within seven days prior to the pick. The effective date of the  
7 shake-up will be approximately two weeks after the pick.

8           3. The County and an individual SCADA System Specialist may establish other  
9 schedules for special projects or events if mutually agreed to. If an employee is, or will be, unable to  
10 work for the entirety of the next picked schedule, that employee shall not pick a schedule. If an  
11 employee unexpectedly comes back to work after a pick has taken place, management will assign  
12 them a shift. If the special project includes overtime then Section 17.5 will apply.

13           4. As new employees are hired, management will decide which additional shifts to  
14 add to the pick. Employees hired in between picks will be placed on shifts that provide the best  
15 opportunity to train. Training will last a minimum of 90 days and will conclude when management  
16 deems the employee capable of performing the job duties with minimum supervision. Training will  
17 be assessed during the 90- and 180-day evaluations. Upon completion of training, and while still on  
18 probation, if applicable, an employee will be eligible to participate in the next pick.

19           5. If a vacant position is to be filled or a new position is created, Employees in that  
20 classification will have a move-up if requested. Move-ups will be conducted only when they can be  
21 implemented at least 28 days prior to the end of the current shake-up.

22           6. During each pick, employees will, by shift and by seniority, also select vacations  
23 by calendar week. Employees may only pick vacation weeks equivalent to their accumulated and  
24 expected balances. Requests for time off will be considered on a case by case basis depending on  
25 business and safety needs.

26           7. Overtime will be offered first by facility, then by shift, to all qualified SCADA  
27 System Specialists and Leads on rotating basis using a monthly overtime list. SCADA Specialists  
28 will every month indicate if they are interested in overtime if it becomes available. It will then be



1 offered, among those who have indicated interest, by seniority to the person(s) with the least amount  
2 of overtime worked in the previous month. If no SCADA System Specialists accept the offer for  
3 overtime, management may assign the overtime by inverse seniority by facility and then by shift.  
4 Management will determine what facility will be first offered the work. In cases where there is a need  
5 for overtime for a special task the overtime will be first offered to the employee within the  
6 classification responsible for the work. A Special task shall mean non-ordinary circumstances in  
7 which the work cannot wait to be completed, or work deemed unreasonable to have anyone but the  
8 existing employee performing the work.

9           8. Management may designate employees in accordance with the below terms and  
10 conditions covering standby. When an employee is called out while on standby, any applicable  
11 standby pay shall cease and the employee shall then be paid in accordance with Article 17.1. Standby  
12 will be offered to all qualified SCADA System Specialists by seniority on rotating basis using a  
13 monthly standby list. SCADA Specialists will every month indicate if they are interested in standby if  
14 it becomes available. It will then be offered, among those who have indicated interest, by seniority to  
15 the person(s) with the least amount of standby worked in the previous month. Employees assigned to  
16 standby must be ready to report to work, either remotely or on site, if called. If no one chooses  
17 standby work, the County may designate those employees on a rotating basis by shift by inverse order  
18 of seniority. County management may cancel standby work at its discretion.

19                           Standby:

20                           A. Parking expenses to park in the County's Goat Hill and King Street Center  
21 garages shall be reimbursed on presentation of a receipt if an employee is called out to a work  
22 location in the Seattle Downtown core area outside of regular working hours.

23                           B. Equipment: The County will provide all assigned standby staff with a two-  
24 way electronic device when assigned standby.

25                           C. Employees will be paid ten percent (10%) of their base hourly rate for all  
26 hours on standby.

27           9. Management recognizes the challenges facing night shift employees and will  
28

1 engage those employees in attempting to find a mutually beneficial result when management’s  
2 business needs may conflict with employee’s personal needs.

3           **Section 17.6. Training Pay.** SCADA Specialists who are assigned, in writing, by the  
4 division manager or their designee to train one or more employees, under the following  
5 circumstances, shall be compensated at a rate which is five percent (5%) greater than their base rate  
6 for all time so assigned. Leads or employees in a different classification than the new employee are  
7 not eligible for training pay. To be considered eligible for training pay, the employee must be pre-  
8 authorized in writing and the work they are performing must involve active instruction. They are  
9 required to be responsible for their instruction, evaluation, and work product. Training pay will not be  
10 offered for any other types of intern, apprentice, or for peer-to-peer training or orienting new  
11 Employees.

12           **Section 17.7. SCADA Specialist-Lead Classification Hiring.** Rail SCADA Specialist-Lead  
13 positions will use a competitive recruitment selection process. All internal employees and external  
14 candidates are eligible to apply for Rail SCADA Specialist-Lead positions, however, employees  
15 covered by this Appendix Article 17 shall be given consideration over other internal and external  
16 candidates. Employees covered by this Appendix Article 17 who are not offered the position after  
17 the interview process shall be informed in writing of the reasons they were not selected and be given  
18 an opportunity to meet with the hiring manager for more in-depth feedback.

19 **ARTICLE 18: BUS ASSEMBLY INSPECTOR EMPLOYEES**

20           This Article applies only to Bus Inspector Employees due to the unique nature of their work.

21           **Section 18.1. Out-of-State Work.** When working at a job site outside of Washington, the  
22 following shall apply:

23           1. The first and last days of a work period in an out-of-state inspection location shall  
24 be full travel days. Inspectors will be given the option of flying home after their work shift the night  
25 before their return travel day. Mondays and Fridays are full travel days; however, Flights home can  
26 be taken on Thursdays after work or other days under certain circumstances with pre-approval from  
27 the assigned Contract Administrator or Fleet Procurement Superintendent.

28           2. The County will reimburse for travel expenses as outlined in the County’s policy

1 on “Authorized Travel, Travel Expense and Miscellaneous Reimbursements for King County  
2 Employees.”

3 3. Each Bus Assembly Inspector may elect to have a rental car when on assignment.

4 4. The County will provide an additional \$20 per week to cover laundry and other  
5 miscellaneous expenses.

6 5. The County will pay a 5% “out-of-state” premium for all time spent working  
7 during out-of-state assignments. This premium shall not apply to work performed in Washington  
8 State.

9 6. When a term-limited temporary Bus Assembly Inspector is subsequently hired into  
10 a career service Bus Assembly Inspector position, the Adjusted Start Date (upon which vacation  
11 accrual rates are based) should be the start of the TLT position, provided there has been no break in  
12 service (the period of time that the employee did not work for the county).

13 **ARTICLE 19: PROFESSIONAL ENGINEER LICENSES**


14 King County will reimburse the renewal cost of Professional Engineer Licenses for any  
15 Employees in the Engineer Series covered under Addendum A in Transit Mobility Division’s Service  
16 Development Section.

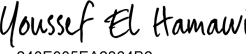
17 **ARTICLE 20: TERM-LIMITED TEMPORARY EMPLOYEES**


18 TLT employees shall be eligible for all of the rights, benefits, and responsibilities enumerated  
19 in this collective bargaining agreement, with the following exclusions. TLTs will not become Career  
20 Service employees following a probationary period. The employment of TLT employees is on an at-  
21 will basis. All terms and conditions of employment not addressed in this collective bargaining  
22 agreement are covered by the King County Code and King County Personnel Guidelines.

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For Professional and Technical Employees, Local 17:

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Karen Estevenin  
Executive Director

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Youssef El Hamawi  
Union Representative

For the County:  
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Angela Marshall, Interim Deputy Director  
Office of Labor Relations, Executive Office

1 **cba Code: 043****Union Code: C4**2 **Addendum A**3 **Professional & Technical Employees Bargaining Unit, Metro Transit Department**4 **Wage Addendum**

5 <b>Job Class</b>	6 <b>PeopleSoft</b>	7 <b>Classification Title</b>	8 <b>Range</b>
9 <b>Code</b>	10 <b>Job Code</b>		
11 2810000	281106	Administrative Staff Assistant	48
12 2810100	281207	Administrator I	50
13 2810200	281304	Administrator II	56
14 2810300	281404	Administrator III	63
15 2810400	281510	Administrator IV	68
16 2410300	240104	Bus Assembly Inspector	56
17 2811100	286105	Business Analyst	63
18 2811200	286206	Business Analyst - Senior	68
19 2131100	214102	Business and Finance Officer I	53
20 2131200	214203	Business and Finance Officer II	58
21 2131300	214305	Business and Finance Officer III	62
22 2131400	214409	Business and Finance Officer IV	67
23 2214400	225003	Buyer - Lead Senior	64
24 2501100	252103	Communications Specialist I	51
25 2501200	252202	Communications Specialist II	54
26 2501300	252305	Communications Specialist III	58
27 2501400	252405	Communications Specialist IV	64
28 2215100	223804	Contract Specialist I	56
	223905	Contract Specialist II	61
	224005	Contract Specialist III	66
	2230200	Customer Services Coordinator	55
	223501	Customer Services Coordinator - Lead	59

*Professional & Technical and Transit Administrative Support Employees, Local 17 - Metro Transit Department  
January 1, 2021 through December 31, 2024*

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1	7303100	733103	Data Administrator	50
2	7319300	734304	Database Specialist - Senior	60
3	2251100	226203	Educator Consultant I	54
4	2251200	226305	Educator Consultant II	58
5	7112100	711104	Engineer I	54
6	7112200	711205	Engineer II	59
7	7112300	711307	Engineer III	64
8	7112400	711406	Engineer IV	69
9	7520100	752102	Environmental Scientist I	54
10	7520200	752203	Environmental Scientist II	59
11	7520300	752302	Environmental Scientist III	64
12	7520400	752401	Environmental Scientist IV	69
13	7304100	733303	Functional Analyst I	54
14	7304200	733405	Functional Analyst II	57
15	7304300	733502	Functional Analyst III	62
16	7304400	738102	Functional Analyst IV	67
17	7322200	735204	GIS Specialist - Journey	60
18	7322300	735304	GIS Specialist - Senior	65
19	2216300	225908	Grant Administrator	65
20	7331100	736304	IT Project Manager I	67
21	7331200	736404	IT Project Manager II	72
22	7323400	735804	IT Systems Specialist - Master	66
23	2444100	243801	Maintenance Planner Scheduler	58
24	2221100	222502	Marketing and Sales Specialist I	51
25	2221200	222602	Marketing and Sales Specialist II	56
26	2221300	222702	Marketing and Sales Specialist III	58
27	2252100	226503	Occupational Education and Training Instructor	44
28				

1	2252200	226604	Occupational Education and Training Coordinator	53
2	2252300	226702	Occupational Education and Training Program Administrator	58
3	2252400	226802	Occupational Education and Training Program Administrator -	63
4			Senior	
5	7222300	723605	Photographer - Lead	54
6	8202100	822101	Power Distribution Technical Assistant	59
7	2441100	243104	Project/Program Manager I	53
8	2441200	243206	Project/Program Manager II	58
9	2441300	243303	Project/Program Manager III	63
10	2441400	243403	Project/Program Manager IV	68
11	8311300	839102	Rail SCADA Systems Specialist	61
12	8311600	839301	Rail SCADA Systems Specialist - Lead	64
13	8311400	839202	Rail SCADA Systems Administrator	66
14	8311500	839205	Rail Ventilation Systems Coordinator	66
15	2814100	283101	Rideshare Services Representative	54
16	2334100	234103	Safety and Health Administrator I	43
17	2334200	234203	Safety and Health Administrator II	48
18	2334300	234302	Safety and Health Administrator III	54
19	2334400	234403	Safety and Health Administrator IV	62
20	2502100	252602	Special Projects Manager I	68
21	2502300	252804	Special Projects Manager III	72
22	2219100	222201	Supply Chain Analyst	62
23	2410100	240102	Transit Maintenance Analyst	67
24	8730550	822103	Transit Power Distribution Coordinator	64
25	2218100	228102	Transit Vehicle Procurement Administrator	67
26	2450100	245201	Transportation Safety Administrator	68
27	2421100	241602	Transportation Planner I	53
28	2421200	241704	Transportation Planner II	58

*Professional & Technical and Transit Administrative Support Employees, Local 17 - Metro Transit Department  
January 1, 2021 through December 31, 2024*

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2421300	241804	Transportation Planner III	63
2421400	241905	Transportation Planner IV	68
6222100	656501	Van Pool Risk Specialist	59
7316300	734004	Website Developer - Senior	63



1 **cba Code: 047****Union Code: C2**2 **Addendum B**3 **Transit Administrative Support Employees Bargaining Unit, Metro Transit Department**  
4 **Wages**

5 <b>Job Class Code</b>	6 <b>PeopleSoft Job Code</b>	7 <b>Classification Title</b>	8 <b>Range</b>
9 4201600	421601	Transit Administrative Support Specialist I	35
10 4201700	421701	Transit Administrative Support Specialist II	39
11 4201800	421801	Transit Administrative Support Specialist III	43
12 2151100	207110	Payroll Specialist	44
13 2281000	228200	Transit Warranty Claims Analyst	46
14 4101100	411107	Fiscal Specialist I	34
15 4101200	411207	Fiscal Specialist II	40
4101300	411314	Fiscal Specialist III	44
4322100	435101	Transit Customer Service Specialist	42

16 All job classifications in Addendum A and Addendum B are paid on the King County "Squared" Pay  
17 Schedule.

18 Employees move through the steps in the King County "Squared" pay ranges pursuant to Article  
19 5.1.D.

20 Wage tables are available upon request to Transit Human Resources or the Department of Human  
21 Resources.

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Certificate Pages: 5	Initials: 0
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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


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	Office-Office of Labor Relations	

**Signer Events**

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

**Signature**

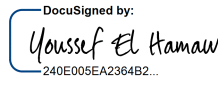
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Youssef El Hamawi  
 youssef@pte17.org  
 Security Level: Email, Account Authentication (None)

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Angela Marshall  
 amarshall@kingcounty.gov  
 Interim Deputy Director OLR  
 King County Executive Department-OLR  
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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](mailto: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](mailto: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](mailto: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](mailto: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.