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**Coalition Labor Agreement (CLA) - Appendix for 037
Agreement Between King County
And
Office & Professional Employees International Union, Local 8
Dental - Department of Public Health**

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1 **PREAMBLE**

2 These articles constitute an agreement, the terms of which have been negotiated in good faith
3 between King County (hereinafter referred to as the Employer) and the Office and Professional
4 Employees International Union Local 8 (hereinafter referred to as the Union) representing employees
5 in Public Health-Seattle and King County (hereinafter referred to as the Health Department). This
6 Agreement shall be subject to approval by ordinance by the County Council of King County,
7 Washington.

8
9 **PURPOSE**

10 The intent and purpose of this Agreement is to promote the continued improvement of the
11 relationship between the Employer and its employees by providing a uniform basis for implementing
12 the representation rights of public employees. It sets forth in writing the negotiated wages, hours and
13 other working conditions of such employees in appropriate bargaining units provided the Employer
14 has authority to act on such matters. The objective of this Agreement is to promote cooperation
15 between the Employer and its employees. This Agreement and the procedure which it establishes for
16 the resolution of differences is intended to contribute to the continuation of good employee relations.

17
18 **ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

19 The CLA shall apply to the individual bargaining unit’s employees in its entirety.

20
21 **ARTICLE 2: UNION MANAGEMENT RELATIONS**

22 **Section 2.1. Union Recognition:** King County, hereinafter referred to as “the Employer” or
23 “the County” agrees to recognize the Union as the sole collective bargaining agent for all full-time
24 regular, part-time regular, and temporary Dental Assistants, and Dental Hygienists employed by the

1 Health Department, as referenced in the attached wage schedule marked “Addendum A,” excluding
2 all supervisory and confidential employees.

3 **Section 2.2. Union Coverage:** The Employer shall notify the Union within thirty (30) days
4 of the establishment of any new classification in the Dental Program of the department. Upon request
5 from the Union, the Employer shall consult with the Union as to the appropriateness of including any
6 new classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent
7 Agreement, shall be subject to a decision of the Public Employment Relations Commission. The
8 Union and the Employer shall negotiate over the rate of pay for all new classifications in the
9 bargaining unit.

10 **Section 2.3. Rosters:** By March 31 of each year, or, upon request by the Union, the
11 Employer shall send the Union a list of all employees covered by this Agreement and include their
12 name, address, classification, rate of pay, hours worked, FTE status, and hire date. .

13 **Section 2.4. Union Insignia:** Employees who are represented by the Union shall be
14 permitted to wear, during work hours, any type of Union insignia prescribed by their international or
15 local organization. The wearing of such insignia shall not be cause for discipline. This provision
16 shall not excuse an employee from following any departmental dress code.

17 **Section 2.5. Union Notification:** Is pursuant to Article 20 of the CLA, except as modified in
18 this Section. The Employer shall notify the Union promptly of all employees leaving its
19 employment.

20 **Section 2.6. Visitation:** An authorized Union representative may visit the work location of
21 employees covered by this Agreement for the purpose of investigating grievances and observing
22 working conditions. The visits shall not interfere with or disturb employees in the performance of
23 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of
24 such visits in advance. Except as may be provided in other provisions of this Agreement, department

1 work hours shall not be used by employees to conduct Union business or the promotion of Union
2 affairs (e.g., conduction of elections and other internal Union business).

3 The Union shall provide the department head and the Director of Human Resources Division,
4 Department of Executive Services a written list of the names of all authorized Union staff
5 representatives; said list shall be kept current by the Union. Access to work locations shall only be
6 granted to Union staff representatives on the current list.

7 ***Section 2.7. Shop Steward:*** The Employer agrees to recognize employees appointed and
8 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,
9 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings
10 on work time. The Shop Steward’s work shall not be unreasonably disrupted because of their
11 participation in grievance matters.

12 ***Section 2.8. Meeting Rooms:*** Where allowable, and after prior arrangements have been
13 made, the Department may make available to the Union, meeting space, rooms, etc. for the purpose
14 of conducting Union business, where such activities would not interfere with the normal work of the
15 County, nor incur additional costs.

16
17 **ARTICLE 3: DEFINITIONS**

18 ***Section 3.1. Probationary Employee:*** Newly hired employees in a regular career service
19 position shall serve a six(6) month probationary period. Probationary employees will be evaluated at
20 least quarterly. The probationary period is the period of time prior to the final step in the competitive
21 screening process for career service. Advancement through steps on the salary range will be as
22 provided in Article 10.3. Following successful completion of probation employees will be evaluated
23 annually. Probationary employees are excluded from Career Service under Section 550 of the King
24 County Charter.

1 **Section 3.2. Full-Time Regular Employees:** “Full-time regular employee” means an
2 employee employed in a full-time regular position and, for full-time career service positions, is not
3 serving a probationary period.

4 **Section 3.3. Part-Time Regular Employee:** “Part-time regular employee” means an
5 employee employed in a part-time regular position and, for part-time career service positions, is not
6 serving a probationary period. Under Section 550 of the charter, such part-time regular employees
7 are members of the career service.

8 **Section 3.4. Part-time and Temporary Employees:** “Part-time and temporary employee”
9 means an other than a regular position in which the part-time or temporary employee is employed
10 less than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which
11 a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a
12 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.
13 Where the standard work week falls between thirty-five and forty hours, the manager, in consultation
14 with the department, is responsible for determining what hour threshold will apply. Part-time
15 position excludes administrative intern.

16 The Employer agrees that it will not use temporary and part-time employees to supplant
17 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be
18 exempt from all provisions of this Agreement except for Section 3.4. and Article 12, Grievance
19 Procedure; provided however, employees shall be covered by the Grievance Procedure solely for the
20 purposes of adjudicating grievances relating to Section 3.4. and Article 12 of this Agreement.

21 **Section 3.5. Short-Term Temporary Employees Pay:** Short-Term Temporary employees are
22 not entitled to step increases, holidays, vacation, bereavement leave or other paid leaves, or health
23 care benefits, except where required by law.

24 If a Short-Term Temporary employee exceeds 1040 hours worked in a calendar year, then the

1 employee shall be eligible to receive additional compensation and benefits per the Contingent
2 Benefits Offset policies of the King County Contingent Worker Manual, as amended, Part IX.

3 ***Section 3.6. Temporary Employee Step Placement:*** Temporary employees shall be paid at
4 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as
5 approved by the department for the job classifications contained in Addendum A.

6 ***Section 3.7. Term-Limited Temporary:*** “Term-limited temporary employee” means a
7 temporary employee who is employed in a term-limited temporary position. Term-limited temporary
8 employees are not members of the career service.

9 Term-limited temporary employees may not be employed in term-limited temporary positions
10 longer than the limits that are prescribed in the King County Contingent Worker Manual, as
11 amended, Part II (Term-Limited Temporary Employees).

12 Term-limited employees shall receive paid leave and insurance benefits the same as a full-
13 time regular and part-time regular employee.

14
15 **ARTICLE 4: NON-DISCRIMINATION**

16 Complaints or charges under this Article shall be pursued through appropriate equal
17 employment opportunity agencies of the federal, county, city or state rather than through the contract
18 grievance procedure. The parties involved may request mediation to address matters related to this
19 Article if both the County and the Union agree that mediation is an appropriate dispute resolution
20 process.

21
22 **ARTICLE 5: EMPLOYMENT PRACTICES**

23 ***Section 5.1. Weingarten Rights:***

24 Employees shall have the right to the attendance of a Union representative at disciplinary

1 and/or investigatory meetings. Upon request, employees may receive a general description of the
2 nature of the investigation prior to the meeting. If the employee requests Union representation at
3 such a meeting, the employee shall notify the Employer and shall be provided reasonable time to
4 arrange for a representative to be present. If the employer has not informed the employee prior to the
5 meeting of the meeting's purpose and of the employee's right to have a representative present, the
6 employee may request adjournment for a reasonable time period until a representative can be present.

7 ***Section 5.2. Personnel Files:*** The employees covered by this Agreement may examine their
8 personnel files in the Health Department's personnel office in the presence of the Health Department
9 Personnel Manager or a designee. Upon request, employees may receive a copy of any materials in
10 their file. Employees shall be notified of any materials related to disciplinary actions to be placed in
11 their personnel files. Employees shall be given an opportunity to provide a written response to any
12 written evaluations, disciplinary actions, or any other material to be included in the personnel file.

13 ***Section 5.3. Employer Policies:***

14 ***Section 5.3(a).*** All written Health Department policies and procedures addressing working
15 conditions specified in this Agreement for employees covered by this Agreement shall be furnished
16 to the Union. If conditions allow, the Employer will attempt to give the Union at least two (2) weeks
17 notice of any such written policies.

18 ***Section 5.3(b).*** The Union and the Employer agree to bargain the impact of such changes
19 which are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the
20 Employer agrees to bargain the impact and effects of such change. This Section 5.3(b). may only be
21 grieved through Step 3 of the grievance procedure outlined in this Agreement.

22 ***Section 5.4. Hiring Priority and Procedure:*** Candidates for vacant career service or TLT
23 bargaining unit positions shall be given preference in the following order:

- 24 1. Bargaining unit employees within the affected classification by seniority.

1 Employees that have formal discipline in the prior 12 months may be denied a request for voluntary
2 transfer on a case-by-case basis.

3 2. Career service bargaining unit employees eligible for Layoff/Recall rights
4 under this Agreement.

5 3. King County employees in the Disability Services Program.

6 4. King County employees in the Career Support Services Program.

7 5. External applicants, including King County employees and non-King
8 County applicants. TLT applicants are considered external applicants and subject to the competitive
9 hiring process.

10 The department will first give notice of vacant bargaining unit positions, including TLT
11 positions, to all bargaining unit employees within the affected classification. This notice can be
12 provided as soon as the department becomes aware that there will be a vacancy. Notice to all
13 bargaining unit employees will be provided electronically and shall be posted for a period of five (5)
14 work days. The posting shall include the job classification, FTE, work location and shift/hours for
15 the vacancy.

16 At the time the vacancy is posted, the employer will request and remind all bargaining unit
17 employees to submit, within the five (5)_day notice period, their name and any work site locations of
18 interest for transfer. Once the five (5) day notice period has expired, the employer will fill the initial
19 vacancy by seniority from among those in the same classification who indicated the location of the
20 vacancy as a location of interest for transfer. The resulting vacancy, and any/all subsequent resulting
21 vacancies, will be filled by seniority from among the employees who submitted, during the five (5)
22 day notice period, that location of vacancy as a place of interest for transfer.

23 **Section 5.5. Temporary Alternative Workplace Request:** If a Dental Assistant or Hygienist
24 is interested in experiencing the work environment at a different clinic location other than their

1 current work location for a temporary period of time, the employee should notify program
2 management of their interest via email. Management will review the request and attempt to
3 accommodate such requests on a case by case basis. Current incumbents at the worksite of interest
4 shall not be displaced in order to accommodate a temporary workplace request.

5 ***Section 5.6. Work Site Reassignment Transfers (FTE):*** Employees may transfer to vacant
6 positions on the basis of seniority in accordance with Section 5.4(1) of this Agreement. In the event
7 an existing FTE position is being moved from one location to another (including where an FTE
8 position at one location is assigned to multiple locations on a regular basis), the County shall notify
9 the Union with no less than forty-five (45) days notice. Prior to implementing, volunteers for transfer
10 will be sought from among the employees working in the same classification at the site from which
11 the position is relocating.

12 If multiple volunteers request the transfer, then the transfer will be conducted on the basis of
13 seniority. If there are no such volunteers, then the transfer will be conducted on the basis of inverse
14 seniority from among the employees working in the same classification at the site from which the
15 FTE position is relocating.

16 Nothing in this provision shall interfere with the employer's right to involuntarily transfer
17 employees or deny transfers requested under Section 5.4 or Section 5.6 for operational needs
18 (examples include: to mitigate or facilitate the investigation of workplace harassment, hostile work
19 environment, or workplace violence claims, or where a legal obligation exist for the County to
20 transfer an employee). The County shall have the right to involuntarily transfer employees or place
21 on administrative leave, if the County determines administrative leave is appropriate, without forty-
22 five (45) days advance notice in emergent situations. An emergent situation shall be construed to
23 mean an unforeseen circumstance which requires immediate action or change of plans (an example of
24

1 an emergent situation may include an unexpected hazard to the facility or property causing a shut
2 down).

3 In circumstances where management contemplates an involuntary transfer, the County will
4 provide forty-five (45) days advance written notice to the impacted employee(s) and the union prior
5 to the transfer date, except where emergent situations exist. Employees who have been involuntarily
6 transferred to a new work site in an emergent situation shall transfer back to their home worksite
7 within sixty (60) days from the date they were transferred to the new worksite. Additionally, the
8 County agrees to meet with the Union upon request to discuss any involuntary transfers. The County
9 agrees to avoid involuntary transfers and consider all other options as much as possible and shall
10 consider the individual hardships imposed on the employee prior to implementing transfers. An
11 involuntary transfer does not preclude an employee to request voluntarily transfer into a vacant
12 position under Section 5.4 and this Section 5.6. Employees will be notified in writing of the reason
13 when a transfer is approved or denied.

14 ***Section 5.7. Performance Evaluations:*** Under the current performance evaluation process,
15 at least one (1) performance evaluation will be completed during the employee’s probationary period,
16 and annually thereafter unless there are extenuating circumstances.

17 The performance evaluation process shall be used as a method of measuring an employee’s
18 performance based upon the goals and objectives of the position being evaluated. The County has the
19 responsibility to ensure performance evaluations are completed and that performance
20 feedback/evaluations are appropriately communicated to employees.

21 When a Dentist or a Dental Supervisor has a performance concern or positive feedback to
22 share, this information should be communicated to the Dental Assistant or Hygienist as soon as
23 reasonably possible to afford the Dental Assistant or Dental Hygienist an opportunity to receive
24

1 feedback. When appropriate, the Supervisor and or Dentists should work with the employee to
2 develop ideas and suggestions to improve performance.

3 Final performance evaluations will be placed in employee personnel files, but six month
4 feedback reviews will not be retained in personnel files.

5 Within 14 calendar days of receiving a performance evaluation, an employee may appeal to
6 the Division Director (or designee) individual performance scores in the evaluation by identifying
7 each specific score(s) the employee is requesting to appeal. The employee should provide written
8 comments about why they believe each score does not reflect their performance for that category.
9 The Division Director (or designee) shall review the appeal comments, schedule a meeting with the
10 employee, and issue a final decision about whether to modify any score or comment in the
11 performance evaluation based on the appeal process. The Division Director or designee should issue
12 the appeal decision within fourteen calendar days of the appeal hearing to ensure the employee has
13 timely resolution to their appeal. In no event shall a failure to timely respond be construed as
14 implementation of the change sought by the employee in the appeal.

15
16 **ARTICLE 6: HOURS OF WORK**

17 ***Section 6.1. Workweek/Workday:*** For regular full-time employees, eight (8) hours shall
18 constitute a normal day's work and forty (40) hours in any one week, between the hours of 7:00 A.M.
19 and 6:00 P.M., and five (5) consecutive days, shall constitute a normal workweek.

20 ***Section 6.1(a).*** It is understood that the Employer may change the workweek/workday of any
21 job where the workweek/workday/ no longer meet the requirements of the business needs. The
22 Employer and the Union agree to meet to negotiate the effects of such a change if the Union so
23 requests.

24 ***Section 6.1(b).*** The Employer agrees to notify the Union in advance of a significant work

1 schedule change, and to negotiate the effects of such change if the Union so requests.

2 **Section 6.1(c).** Forty-five (45) days advance notice shall be afforded employees when non-
3 emergency involuntary permanent schedule changes are mandated by the Employer.

4 **Section 6.2. Meal and Break Periods:** It is the policy and goal of the County that each eight
5 (8) hour workday shall include one required unpaid meal period of at least thirty (30) minutes
6 approximately midway through the shift, and two (2) required paid break periods of fifteen (15)
7 minutes each. One additional paid break period of fifteen (15) minutes may be taken during each
8 three (3) hour overtime period. Where the nature of the work allows employees to take intermittent
9 rest periods equivalent to 15 minutes for each four-hour period worked, scheduled rest periods are not
10 required. Employees required to remain in the workplace during their meal period shall be paid.

11 **Section 6.3. Overtime:** All time worked in excess of forty (40) hours in one week shall be
12 paid at the contractual overtime rate of pay. All overtime requires prior authorization by the
13 Employer.

14
15 In order to ensure that current pay practices relating to overtime can continue, the parties have
16 adopted the following language. When this contract is ratified and the new contract goes into effect,
17 this language will not result in implementation of any changes to current practices.

18
19 Contractual daily overtime shall be paid to employees who work more than their regularly
20 scheduled work day at the Contractual Overtime Rate in effect at the time the overtime work
21 is performed.

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

4
5 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half
6 times the combined amount of the employee’s hourly base rate of pay, as specified in the
7 Addendum A wage table, plus any applicable hourly pay premiums in effect at the time
8 the overtime is worked that are contractually required to be included when calculating the
9 Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of
10 pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant
11 to the FLSA.
12

13
14 Employees required to work four (4) or more hours beyond their regular shift shall be
15 provided a meal allowance consistent with County policy. Where unique situations develop requiring
16 the need for Employees to work overtime at their applicable work site, if possible, such unique
17 overtime will be assigned on the basis of Seniority at their applicable work site. A unique overtime
18 situation shall not include the need for an Employee to remain in the workplace beyond their normal
19 schedule in order to complete work on a patient or a series of patients.

20 ***Section 6.3(a) Compensatory Time Accrual:*** All career service bargaining unit employees
21 shall have the option to unilaterally choose to bank up to 80 hours per year of compensatory time
22 instead of overtime pay under the following conditions:

- 23 1) When the Employer has pre-approved time worked in excess of 40 hours per week;
- 24 2) If pre-approval is not possible, but the overtime was necessary for direct patient

1 care or under the direction of the dentist.

2 Compensatory time shall be accrued at the rate of one and one-half (1-1/2) comp time hour
3 for each hour worked. Employees cannot be required to accept compensatory time instead of
4 overtime pay. Compensatory time must be used during the calendar year in which it is accrued
5 unless this is not feasible due to work demands. The employee may then request, and the department
6 director will approve, the carryover of a maximum of 40 hours of accrued compensatory time.
7 Compensatory hours that have been carried over must be used within the first quarter of the new
8 calendar year, in which case it will be cashed out.

9 ***Section 6.3(b) Compensatory Time Usage:*** An employee requesting time off using
10 compensatory time shall make arrangements in advance with their supervisor. Any time off request
11 using compensatory time is subject to authorization of the supervisor.

12 ***Section 6.3(c) Schedule Adjust (Flex Time):*** Additionally, an employee who works time
13 beyond their regular schedule may make arrangements, upon mutual agreement with the employee's
14 supervisor, to adjust the employee's schedule at straight time during the same FLSA workweek as the
15 extra hours were worked.

16 ***Section 6.4. Workweek:*** Nothing in this Article 5 shall limit the Employer's ability to offer
17 the Employee an alternative work schedule or the Employer to consider Employee requests for same.
18 Once an alternative work schedule is established, changes shall be subject to the provisions of
19 Article 6.1.(b) and 6.1(c). Alternative work schedules shall include, but are not limited to the
20 following:

- 21 1. flextime work schedule, and
- 22 2. A 4/40 work schedule.

23 The following conditions shall apply with regard to 4/40 and 9/80 work schedules:

- 24 a) A normal workday may consist of ten (10) hours to be scheduled on four

1 (4) consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a
2 recognized holiday shall be paid at the contractual overtime rate in addition to eight (8) hours of
3 holiday pay at straight time. Upon mutual agreement between the Employee and Employer, a
4 compensatory day off with eight (8) hours of straight-time pay may be substituted for holiday pay. If
5 a holiday falls on a regularly scheduled day off or during vacation, an employee shall receive
6 straight-time pay for eight (8) hours. Employees working an alternative schedule shall be paid at the
7 contractual overtime rate for work beyond ten (10) hours in one day or forty (40) hours in a
8 workweek.

9 **b)** A 9/80 alternating workweek schedule - the record keeping timesheet for
10 this schedule must be one which meets the FLSA standards dividing between two (2) workweeks
11 mid-shift on the fifth (5th) day of work which is either eight (8) hours or one day off.

12 **Section 6.5. Call-In Pay:** Should an employee be called in to work on a scheduled day off or
13 after normal working hours, the employee shall receive not less than two (2) hours pay at the
14 contractual overtime rate. An employee shall be deemed to have been called in only when the
15 employee receives notice of work after having left the work site. If an employee receives such notice
16 of work before leaving the worksite, but after the end of the preceding regular shift, the employee
17 shall be deemed to have worked continuously.

18 **Section 6.6. Inclement Weather:** Should weather conditions prevent an employee from
19 reporting to work the following shall apply:

20 1. Employees shall notify their supervisors as soon as they are aware they are unable
21 to report for work.

22 2. Employees may request and supervisors may approve the use of compensatory
23 time, vacation time, or leave without pay to cover time loss due to inclement weather.

24 3. Sick leave may not be used to cover time loss due to inclement weather.

1 4. Upon approval by the Employer, employees may report to work at another work
2 facility closer to their residence in the event of inclement weather.

3 ***Section 6.7. Work Reassignment & Travel Time:*** On occasion bargaining unit employees
4 may be asked to volunteer to serve a temporary assignment at a different Public Health Dental facility
5 or program than one’s regularly assigned work site when agency or float coverage is unavailable.
6 When there are no volunteers, then the assignment should go by inverse seniority. If circumstances
7 prevent the least senior employee from filling the assignment, then volunteers at the site will be asked
8 again. If no volunteers agree to the assignment, the next least senior employee at the site will be
9 selected until the assignment is filled.

10 An employee who reports to their home worksite and is reassigned to work at another Public
11 Health Dental worksite, the time consumed in traveling to and from the new site shall be considered
12 part of the workday. Any additional time consumed in travel while returning to the employee’s home
13 worksite beyond the employee’s normal working hours, shall be compensated at the applicable
14 overtime rate. This provision does not apply to travel time to or from one’s usual place of residence
15 to the place of work, unless so required by provisions of the FLSA.

16 ***Section 6.8. Report Pay:*** Any employee who is scheduled to work and who is ready, able,
17 and willing to perform the duties of the classification, but is sent home by the County without
18 completing their shift shall be paid a minimum of four (4) hours of pay. Report pay shall be included
19 in the calculation of hours worked which qualify for overtime eligibility

20 ***Section 6.9. Administrative Time:*** Each bargaining unit member shall be allowed time
21 during their regular shift for administrative time on the County computer.

22 ***Section 6.10. Jail Health Services Staffing Contingency Plan:*** When a Dental Assistant
23 who works in Jail Health Services (JHS) reports to work and the dentist is unavailable, the employee
24 will be provided with the following options, as appropriate:

1 1. The Dental Assistant may request to remain on site to complete work, within the
2 Dental Assistant classification, that does not require the supervision or direction of a provider.

3 2. The Dental Assistant may request to be redeployed to a Public Health Dental Clinic
4 for the remainder of their shift.

5 3. Absent an emergent need at another clinic, the Dental Assistant may be sent home
6 in accordance with Section 6.7 above and may elect to use vacation accrual for the remainder of the
7 employee's shift.

8
9 **ARTICLE 7: HOLIDAYS**

10 ***Section 7.1. Holidays Observed:*** Employees covered by this Appendix shall be eligible for
11 holidays with pay as provided by Article 10 of the CLA, except as modified below.

12 ***Section 7.2. Holiday Pay:***

13 ***Section 7.2(a). Work on a Holiday:*** Work performed on holidays shall be paid at one and
14 one half (1-1/2) times the regular hourly rate of pay in addition to the regular holiday pay (i.e., double
15 time and one half (2-1/2)).

16 ***Section 7.2(b). Proration of Paid Holidays for Part-time Regular Employees:*** A part-time
17 regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based
18 upon straight time hours compensated during the pay period prior to the pay period in which the
19 holiday falls.

20 ***Section 7.2(c). Holiday Pay for Alternative Work Schedules:*** Holiday benefits shall be
21 based on an eight (8) hour day. Employees scheduled to work an alternative work week shall be
22 granted no more than ninety-six (96) holiday hours per year. An employee working an alternative
23 schedule, such as four ten-hour days, during which a holiday occurs shall have the option of receiving
24 eight (8) hours pay for the holiday, or adding either accrued compensatory or vacation time to the 8

1 hours of holiday pay in order to receive (10) hours of pay for the holiday.

2
3 **ARTICLE 8: VACATION**

4 ***Section 8.1. Vacation Accrual:*** Employees covered by this Appendix shall be eligible for
5 vacation with pay as provided by Article 32 and Article 9 of the CLA, except as modified below.

6 ***Section 8.2.*** The minimum vacation allowance to be used by an employee shall be in
7 increments of one-tenth (1/10) of one hour, equal to six minutes.

8 ***Section 8.3. Vacation Scheduling:*** The County shall arrange vacation time for employees on
9 such schedules as will least interfere with the functions of the Department but which accommodate
10 the desires of the employee to the greatest degree possible following clinic site guidelines of vacation
11 submittal. Employee vacation requests shall be approved or denied in writing within ten (10)
12 workdays after submission to the Employer. Except in emergencies, scheduled vacation shall not be
13 denied once approved by the Employer.

14 ***Section 8.3(a)..*** When two (2) or more employees submit vacation requests simultaneously
15 and only one (1) request can be approved, the employees will attempt to resolve the matter among
16 themselves. If it is not resolved, the request of the most senior employee will be approved.

17 ***Section 8.4. Vacation Usage Prior to a Leave of Absence:*** Employees must use all accrued
18 vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an
19 exception is approved by the Director of the Human Resources Department.

20
21 **ARTICLE 9: SICK LEAVE USAGE**

22 ***Section 9.1. Sick Leave Accrual:*** Employees covered by this Appendix shall be eligible for
23 sick leave benefits provided by Article 31 of the CLA, except as modified below.

24 ***Section 9.2. Use of Accrued Sick Leave:***

1 **Section 9.2(a).** The minimum sick leave allowance to be used by an employee shall be in
2 increments of one-tenth (1/10) of one hour, equal to six minutes.

3 **Section 9.2(b).** The Health Department Director shall be responsible for proper
4 administration of the sick leave privilege. Written Department policies for sick leave will be
5 available to all employees and to the Union. Use of sick leave for unauthorized purposes shall be
6 grounds for disciplinary action in accordance with the Public Health-Seattle and King County
7 “Attendance Management Policy” (PERS 18-2 (DPH DP), effective May 2, 2011).

8 **Section 9.2(c).** If an employee is injured or is taken ill while on paid vacation or
9 compensatory time off, in order to receive sick leave for that time, s/he shall notify the department
10 immediately upon return to work. A doctor’s statement or other proof of illness or disability, while
11 on vacation or compensatory time off, must be presented regardless of the number of days involved.

12
13 **ARTICLE 10: RATES OF PAY**

14 **Section 10.1. Pay Range Modifications:** The Employer and the Union agree that the
15 classification specifications of Dental Assistant & Dental Hygienists shall be compensated at the
16 established pay range negotiated by and between the parties as listed in Addendum A to this
17 Agreement, subject to changes pursuant to Section 10.2.

18 **Section 10.2. Pay Increases:** General wage increases for this contract term will be granted
19 pursuant to CLA Article 29. **Section 10.3. Step Increases:** Non probationary employees shall
20 move through the steps in their pay range based on longevity. Eligible employees not at Step 10 will
21 advance one step each calendar year, effective on January 1. Probationary Employees hired at Step 1
22 of their pay range shall receive one (1) step increase after six (6) months of satisfactory service and
23 one (1) step increase each year of satisfactory service thereafter, effective on January 1. Probationary
24 Employees hired above Step 1 of their pay range shall receive a one (1) step increase on the next

1 January 1 after completion of at least six months of satisfactory service, or after successful
2 completion of probation, whichever comes first.

3 **Section 10.4. Step increases for TLTs and STTs.** Step increases for term-limited temporary
4 are in accordance with the King County Contingent Worker Manual, as amended. Short-term
5 temporary employees are not eligible for step increases.

6 **Section 10.5. Bilingual Premium Pay:** Employees may be assigned in writing to provide
7 bilingual, interpreter and/or translation services to the department and compensated a premium of \$50
8 dollars per month. This assignment will be renewed annually and may be terminated with thirty (30)
9 days written notice to the employee. It is understood by the parties that the work performed by the
10 bi-lingual speaker provided for under this Section shall not supplant the work of the Medical
11 Interpreter/Translator. Such employees will be required to demonstrate their bilingual ability, but are
12 not required to be certified by the State of Washington as a translator/interpreter.

13
14 **ARTICLE 11: LEAVES OF ABSENCE**

15 **Section 11.1. General Provisions:** The continuous service and seniority status of an
16 employee shall not be interrupted while on unpaid leave due to industrial injury, military service or
17 leave covered by the Employer’s Family-Medical Leave Ordinance.

18 **Section 11.2. Court Leave:** All regular employees ordered to appear before a court of law in
19 a matter related to their employment in the Health Department shall be entitled to their regular pay

20 **Section 11.3. Leave Without Pay:** Is pursuant to Article 3 of the CLA) except as modified
21 below. Except where a leave of absence is taken in conjunction with a worker’s compensation claim,
22 leaves of absence without pay are administered as follows:

23 **1.** Leaves of absence without pay shall be for periods not to exceed one year except
24 that the Department of Human Resources Director may, in special circumstances, grant an extension

1 beyond one year.

2 2. Other employee benefits shall not accrue to the employee while on leave of
3 absence without pay except as otherwise provided by ordinance.

4 3. If a leave of absence without pay was granted for purposes of recovering health, the
5 employee may be required to submit a physician’s statement concerning the employee’s ability to
6 resume duties prior to return to work.

7 4. A leave of absence may be revoked upon evidence submitted to the department
8 director indicating that the leave of absence was requested and granted under false pretenses, or that
9 the need for the leave of absence has ceased to exist.

10 5. When a leave of absence without pay is used in conjunction with paid leave time,
11 the total paid leave time must always be used at the beginning of the period of absence and may not
12 be interspersed in the period of the leave of absence without pay.

13 **Section 11.4. Industrial Accident Leave:**

14 **Section 11.4(a).** Employees shall continue to accrue service credit and seniority for the
15 purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as
16 a result of employment with the Employer covered by workers compensation insurance.

17 **Section 11.4(b).** Sick leave may be used to supplement the amount of compensation received
18 by an employee for workers compensation insurance, up to the amount of the employee’s net regular
19 pay. Under no circumstance may the combined amount of workers compensation insurance and sick
20 leave benefits exceed the employee’s net regular pay received prior to the industrial accident.

21 **Section 11.5. Transitional Duty (Light Duty) Assignments:** Transitional duty assignments
22 consist of short-term work assignments for employees who may have temporary medical restrictions
23 precluding them from performing one or more essential job functions. All transitional duty
24 assignments will be provided consistent with PER 22-6 (AEP) as amended.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURE**

2 **Section 12.1.** The grievance procedure is pursuant to Article 26 of the CLA, except as
3 modified below.

4 **Section 12.2. Information Requests:** Upon request, the County and the Union may mutually
5 delay a scheduled grievance hearing to provide sufficient time for the Union to receive or review
6 information requested related to a grievance.

7 **Section 12.3.** A designated shop steward and grievant(s) shall be granted reasonable paid
8 release time by their immediate supervisors for the purposes of attending the grievance meetings
9 including for mediation and/or an arbitration hearing when such meetings occur during the
10 employee's regularly scheduled hours.

11 If the supervisor is unable to grant release time at the time requested, she/he will provide an
12 alternative time when such release time can be granted.

13 Such time spent outside of the employee's regularly-scheduled hours is unpaid.

14 **Section 12.4. Unfair Labor Practice(s) Resolution:** The parties agree that thirty (30) days
15 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
16 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
17 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
18 relief for the alleged Unfair Labor Practice.

19 **Section 12.5. Dispute Resolution Procedure:** The Union and the County agree it is in the
20 best interest for employees and the County to have a productive workplace and to resolve differences
21 or disputes before they escalate to a complaint to an outside agency. For disputes that arise in the
22 workplace that do not constitute an alleged violation of the contract such as co-worker to co-worker
23 conflict or worker and supervisor conflict, or other conflicts and complaints, employees may request
24 mediation as a mechanism for dispute resolution through the King County Alternative Dispute

1 Resolution Program. Participation in mediation is voluntary and requires mutual consent from all
2 parties involved.

3
4 **ARTICLE 13: ORAL HEALTH PROGRAM**

5 *Section 13.1.* Bargaining unit members in the Oral Health Program will be entitled to
6 immediately access their health benefits upon their sabbatical return on October 1st of each year.

7
8 **ARTICLE 14: HEALTH AND SAFETY**

9 *Section 14.1.* The Employer agrees to comply with all applicable federal, state and local laws
10 and regulations regarding health and safety.

11 *Section 14.2.* The County will continue to monitor the safe use of nitrous for clients and
12 employees.

13
14 **ARTICLE 15: REDUCTION IN FORCE AND CHANGE IN FTE**

15 *Section 15.1. Notice and Order of Layoff:* In the event of a reduction in force due to lack of
16 work and/or lack of funds or considerations of efficiency, the employer shall notify the Union and the
17 impacted employee(s) of any reductions in force not less than forty-five (45) days prior to the layoff
18 taking effect. Layoffs shall be conducted by order of seniority and shall be defined as an employee's
19 adjusted service date within a classification. The position(s) to be eliminated shall be at the sole
20 discretion of the Employer. If the Employer determines that an employee possesses a unique skill or
21 abilities which are essential to the operation of the division, the Employer may retain such an
22 employee and need not lay them off under the seniority-based layoff procedure of this Article 14.
23 Prior to initiating any layoff(s) the employer will first seek volunteers from the affected classification.
24 When there are no volunteers, the least senior employee(s) in the affected job classification shall be

1 laid off first; however, in the event of two (2) employees having the same seniority in the affected job
2 classification, ability and skill, shall be the determining factor on retention.

3 If the employee to be laid off (the least senior in the classification) is at a site other than the
4 site where the position will be eliminated, then the vacancy created by the layoff will be filled using
5 the transfer process as outlined in Section 5.4 of this Agreement. If, after having administered the
6 process outlined in Section 5.4, there are no volunteers to transfer to the vacant position (i.e., the
7 position vacated by laying off the least senior employee in the classification), or if the process does
8 not result in the necessary reduction of staff at the site from which the position is eliminated, then the
9 least senior employee from that site (where the position is eliminated) will be transferred to the
10 vacancy resulting from the administration of Section 5.4.

11 Transfers due to layoff under this Section are not subject to the exception as described in
12 4.4(1) regarding discipline.

13 **Section 15.2 Bumping:** In any layoff, more senior employees, if qualified, as determined by
14 the Health Department, shall be entitled to bump less senior employees, the intent being that the least
15 senior employees be laid off first.

16 Employees in the bargaining unit who are laid off may bump into other positions in the
17 bargaining unit if they meet all of the following criteria:

18 1. The employee to be bumped has less seniority in the lower classification than the
19 employee who elects to bump; and

20 2. The employee to be bumped is at the same or lower pay range than the employee
21 who elects to bump; and

22 3. The employee electing to bump has previously completed probation in a lower
23 level bargaining unit classification and performed the duties of the person (including work unit and
24 function) the employee is electing to bump.

1 **Section 15.3. Placement:** The Employer will attempt to place all employees scheduled for
2 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
3 Department of Human Resources Director,. Additionally, employees may access King County
4 Career Support Services for layoff/recall placement services in addition to their recall rights under
5 this Agreement.

6 **Section 15.4. Recall:** All employees who are laid off shall be placed on a recall list with the
7 employee with the most seniority being recalled first. A laid-off employee may be removed from the
8 department recall list for any of the following reasons:

- 9 1. The expiration of two (2) years from the date of layoff.
- 10 2. Re-employment within the County in a comparable position or job class.
- 11 3. Failure to accept employment in a comparable position or job class or to report to
12 work.
- 13 4. Failure to appear for a job interview after notification by telephone or by mail
14 addressed to the employee’s last address on file with King County.
- 15 5. Failure to respond within ten (10) work days to a communication regarding
16 availability of employment.
- 17 6. Request in writing by the laid-off employee to be removed from the list.

18 **Section 15.5. Change in FTE:** A change in FTE occurs when the number of employees at a
19 site remains the same, but the number of work hours of an individual employee is increased or
20 decreased._The employer may increase/decrease FTE(s) within the bargaining unit pursuant to the
21 following procedures:

- 22 1. The employer will notify the union and the employee(s) at the site where the need
23 to increase/decrease a position’s FTE exists. The notice will occur as soon as possible, but not less
24 than forty-five (45) days prior to the increase/decrease taking effect; provided this provision shall not

1 require the employer to disclose elements of a proposed department budget prior to the transmittal of
2 that proposed budget to the King County Council.

3 **2.** The employer will solicit volunteers from the site where the increase/decrease is
4 needed. If more than one employee volunteers for the FTE increase/decrease, management shall
5 select from among those volunteers based upon the knowledge, skills, and abilities, as well as the
6 performance of the employees. Such decision will not be arbitrary or capricious. Employees who
7 volunteered but were not selected for the increase/decrease may request a written explanation for the
8 basis for the selection made.

9 **3.** If there are no volunteers for the increase/decrease, the least senior employee in the
10 designated classification at the site where the increase/decrease is to occur will be selected for the
11 increase/decrease. Should there be a tie in seniority date among more than one employee at that site,
12 then the employee with the highest King County employee identification number will be selected for
13 the increase/decrease.

14 **4.** The employee selected for the increase/decrease shall be afforded the following
15 options should the increase/decrease in FTE create a hardship for him/her:

16 **a.** The employee may accept the increase/decrease on an on-going basis and
17 not participate in the layoff/recall program; or

18 **b.** Accept the increase/decrease in the FTE and participate in the layoff
19 program for referral to comparable positions that become available within two years following the
20 change in FTE; or

21 **c.** Choose to be laid off on the effective date of the increase/decrease and
22 participate in the layoff/recall program for referral to comparable positions that become available
23 within two years from the date of layoff; or

24 **d.** Voluntarily retire or resign and do not participate in the layoff/recall

1 program.

2
3 **ARTICLE 16: EDUCATION AND TRAINING**

4 ***Section 16.1.*** The Health Department and the Union agree continuous updating of
5 employee’s skills and knowledge is beneficial to providing quality health care services to the public.
6 The County recognizes the mutual benefit to be attained by affording training opportunities both
7 internally and externally. Therefore employees covered by this Agreement are encouraged to take
8 advantage of opportunities available for continuing education and professional development both in
9 their field or to pursue other career opportunities. To that end, the Health Department will continue
10 to have this as a goal, making every effort to allow employees reasonable time, subject to Health
11 Department staffing needs, to attend training sessions and seminars. Employees covered by this
12 Agreement will be allowed a minimum of three (3) days of paid time per calendar year for the
13 purpose of attending job related training or professional development requested by the employee and
14 approved by the Health Department. The County shall provide an education stipend of up to \$300
15 per year for Dental Assistants and for Dental Hygienists to attend County-approved training.

16 ***Section 16.2. Papoosing Services:*** Annually, Dental Assistants who are required to provide
17 papoosing services will be provided training of such techniques paid for by the DOPH (Dental
18 Program). Papoosing services or pediatric behavior management training, at a total cost not to
19 exceed \$1500 per year, will be provided by an accredited organization if an accredited organization is
20 locally available.

21 ***Section 16.3. Papoosing Premium:*** Career Service and/or term limited temporary
22 bargaining unit employees assigned to work at Columbia on a regular basis who participate in
23 papoosing shall receive an additional \$50.00 per month. This premium shall only apply to employees
24 who regularly participate in papoosing at Columbia.

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ARTICLE 17: MISCELLANEOUS

Section 17.1. Uniforms: The County shall provide scrubs and cleaning service for scrubs for Dental Assistants and Dental Hygienists with the exception of the Oral Health Program employees who will continue to use disposable protective wear provided by the County.

Section 17.2. Dental Hygienist License and Dental Assistant Registration Fees: The Employer shall pay for the Dental Hygienist annual state license fee and shall pay for the Dental Assistant annual state registration fee. All Dental Hygienists and Dental Assistants must meet Washington State licensing and registration requirements as a condition of hire and continued employment. Dental Hygienists and Dental Assistants failing to maintain necessary licenses or certifications will be terminated from employment; however, an employee whose license/certification has lapsed will be afforded up to three business days to obtain and submit the necessary proof of having obtained the license/certification. Employees may use vacation or comp time leave during these three days. If the employee is out of vacation or comp time, these days will be unpaid leave. The county will arrange and provide HIV/AIDs training that meets the state’s requirement for Dental Assistant Registration for all Dental Assistants employed with the county prior to May 1, 2008.

Section 17.3. Employee Assistance Program: An Employee who appears to have a substance abuse, behavioral, or other problem which is affecting job performance or interfering with the ability to do their job, shall be encouraged to seek information, counseling, or assistance through the County Employee Assistance Program.

Section 17.4. Labor-Management Committee: The parties agree to form a Labor-Management Committee that may meet quarterly, if desired.

Section 17.5. Any bargaining unit members may volunteer to participate in King County sponsored committees. If selected they shall be entitled to serve on work time.

1 **Section 17.6. Dental Assistant Float Pool:** The Employer implemented float pool
2 assignments by employing two part time TLT Dental assistant classifications. The float pool was
3 established using the rights afforded under Article 17 regarding the creation of a float pool position
4 and the direction of employees in the floating capacity. CLA Article 24 Reimbursement For Personal
5 Transportation shall cover applicable transportation reimbursement and Appendix Article 5, Section
6 5.6 shall cover time worked when an employee is required to travel from an initial worksite to
7 another worksite in the same workday.

8
9 **ARTICLE 18: MANAGEMENT RIGHTS**

10 The Employer will continue to have, whether exercised or not, all the right, powers and
11 authority heretofore existing including, but not limited to, the following: the right to determine the
12 standards of services to be offered by the department; determine the standards of selection of
13 employment; direct its employees; take disciplinary action; determine the methods, tools, and
14 standards of evaluating employee performance, relieve its employees from duty because of lack of
15 work or for other reasons; issue and endorse rules and regulations; maintain and improve the
16 efficiency of governmental operations; determine the methods, means, and personnel by which the
17 Employer operations are to be conducted; determine job classifications of Employer employees;
18 exercise complete control and discretion over its work and fulfill all of its legal responsibilities, and
19 to determine the work schedules of its employees. All the rights, responsibilities and prerogatives
20 that are inherent in the Employer by virtue of all federal, state, and local laws and regulations
21 provisions shall not be subject to any grievance or arbitration proceeding.

22 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the
23 County Executive or the County Council, the adoption of policies, rules, regulations and practices in
24 furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited

1 only by the specific and express terms of this Agreement and then only to the extent such specific and
2 express terms hereof are in conformance with the Constitution and Laws of the United States and the
3 Constitution and Laws of the State of Washington.

4 The exercise by the Employer through its County Council and Executive and management
5 representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the
6 grievance procedure set forth herein.

7
8 **ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION**

9 ***Section 19.1.*** The Employer and the Union agree that the public interest requires efficient and
10 uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid
11 or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or
12 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
13 assigned duties, sick leave absence which is not bona fide, or other interference with Employer
14 functions by employees under this Agreement and should same occur, the Union agrees to take
15 appropriate steps to end such interference. Any concerted action by any employees in the bargaining
16 unit shall be deemed a work stoppage if any of the above activities have occurred.

17 ***Section 19.2.*** Upon notification in writing by the Employer to the Union that any of its
18 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
19 members to immediately cease engaging in such work stoppage and provide the Employer with a
20 copy of such order. In addition, if requested by the Employer, a responsible official of the Union
21 shall publicly order such Union members to cease engaging in such work stoppage.

22 ***Section 19.3.*** The Union shall not question the unqualified right of the Employer to discipline
23 or discharge employees engaging in or encouraging such action. It is understood that such action on
24 the part of the Employer shall be final and binding.

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Office and Professional Employees Union, Local 8:

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Ida Kovacic
Union Representative

Office and Professional Employees Union, Local 8:

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Vicky Austin
Employee Representative

Office and Professional Employees Union, Local 8:

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Diane Myers
Employee Representative

King County Office of Labor Relations:

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David S. Levin
Labor Relations Negotiator – Senior

Addendum A
WAGES

The following classifications are paid
at the ranges provided below as established by the
King County 10-step Hourly Squared Schedule

Job Class Code	PeopleSoft Job Code	Classification Title	Range
3331100	334101	Dental Assistant	Range 37
3332100	334201	Dental Hygienist	Range 62

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Addendum B

CONTINUATION OF CURRENT PRACTICES RELATING TO WAGE AND HOUR LAW

The adoption of the following provisions is to allow for the continuation of certain practices. This Exhibit requires no implementation and will not result in any changes.

In order to allow for the continuation of intermittent breaks and paid meal periods, as authorized in Article 6.2, the parties confirm:

For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by State law.

Certificate Of Completion

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Source Envelope:	
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Certificate Pages: 5	Initials: 0
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Envelopeld 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

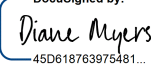
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Signer Events

Diane Myers
diane.myers@kingcounty.gov
Security Level: Email, Account Authentication (None)

Signature

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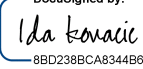
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Ida Kovacic
ida@opeiu8.org
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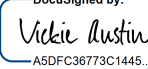
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Vickie Austin
vickie.austin@kingcounty.gov
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David Levin
David.Levin@kingcounty.gov
Labor Relations Negotiator
King County Executive Department-OLR
Security Level: Email, Account Authentication (None)

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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/14/2022 2:08:44 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

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

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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