

October 21, 1996  
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Introduced by

LARRY PHILLIPS  
BRIAN DERDOWSKI  
GREG NICKELS  
LARRY GOSSETT

Proposed No.

96-913

ORDINANCE NO.

12519

1  
2 AN ORDINANCE approving and adopting the Collective Bargaining Agreement on  
3 wages and wage-related items negotiated by and between King County and the  
4 Washington State Council of City and County Employees, AFSCME, Local 21DC,  
5 representing the full-time and regular part-time employees of the King County  
6 District Court whose job classifications are listed in Addendum A of the Collective  
7 Bargaining Agreement, and establishing the effective date of said Agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The Collective Bargaining Agreement on wages and wage-related items  
10 negotiated between King County and the Washington State Council of City and County  
11 Employees, AFSCME, Local 21DC, representing the full-time and regular part-time employees  
12 of the King County District Court whose job classifications are listed in Addendum A of the  
13 Collective Bargaining Agreement and attached hereto is hereby approved and adopted by this  
14 reference made a part hereof.

15 SECTION 2. Terms and conditions of said agreement shall be effective from  
16 January 1, 1996, and remain in effect through and including December 31, 1998, except where  
17 the specific provisions of the Agreement state a different effective date for that provision.

18 INTRODUCED AND READ for the first time this 4<sup>th</sup> day of

19 November, 19 96.

20 PASSED by a vote of 13 to 0 this 12<sup>th</sup> day of

21 November, 19 96.

1 AGREEMENT BETWEEN KING COUNTY  
2 AND  
3 WASHINGTON STATE COUNCIL OF  
4 COUNTY AND CITY EMPLOYEES, AFSCME  
5 LOCAL 21DC - DISTRICT COURT EMPLOYEES  
6 ON WAGES  
7 1996 - 1998  
8

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1 AGREEMENT BETWEEN KING COUNTY

2 AND

3 WASHINGTON STATE COUNCIL OF

4 COUNTY AND CITY EMPLOYEES, AFSCME

5 LOCAL 21DC - DISTRICT COURT EMPLOYEES

6  
7 PREAMBLE

8  
9 These Articles Constitute an Agreement, terms of which have been negotiated in good faith,  
10 between King County and the WSCCCE, AFSCME, Local 21DC. This agreement shall be subject to  
11 approval by Ordinance of the King County Council and was entered into for the purpose of setting  
12 forth the mutual understandings of the parties regarding wages and directly wage related benefits as  
13 allowed by law.

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15 ARTICLE 1: PURPOSE

16 The intent and purpose of this Agreement is to set forth the mutual agreement of the parties  
17 regarding wages and benefits relating directly to wages.

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

2       **Section 1.** King County recognizes the Washington State Council of County and City  
3 Employees, AFSCME, Local 21DC, AFL-CIO as the exclusive bargaining representative of all full-  
4 time and regular part-time employees of the King County District Court whose job classifications are  
5 listed in PERC case numbers 7837-E-89-1329 and 8063-E-89-1366 (see Article 4 and Addendum A)  
6 in matters relating to wages and benefits directly related to wages.

7  
8       **Section 2.** Dues Deduction. Upon receipt of written authorization individually signed by a  
9 bargaining unit employee, the County shall have deducted from the pay of such employee, the  
10 amount of dues as certified by the secretary-treasurer of the union.

11       The union will indemnify, defend and hold the County harmless against any claims made and  
12 against any suit instituted against the County on account of any check-off of dues for the union. The  
13 union agrees to refund to the County any amounts paid to it in error on account of the check-off  
14 provision upon presentation of proper evidence thereof.

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1 ARTICLE 3: RIGHTS OF MANAGEMENT

2       Section 1. The management of the King County District Court and the direction of the work  
3 force is vested by both the Washington State Constitution and State law exclusively in the King  
4 County District Court. All matters, other than wages and benefits directly related to wages, or  
5 otherwise not specifically and expressly covered or referenced by the language of this Agreement,  
6 shall be administered for its duration by the King County District Court.

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1 **ARTICLE 4: WAGE RATES**

2 **Section 1a.** The wage rates in effect for 1996 for the classifications listed below shall be as  
3 listed in Addendum A.

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5 <u>Class No.</u>	<u>Description</u>
6 7717	Probation Secretary
7 7718	Probation Branch office Manager
8 7723	District Court Clerk
9 7738	Probation Case Manager
10 7740	Probation Counselor I
11 7743	Probation Counselor I-Jail Specialist
12 7753	Volunteer Coordinator

13

14 **Section 1b.** Full time employees shall receive within range, increases from one step to the  
15 next higher step, upon satisfactory completion of the probationary period and annually thereafter.

16

17 **Section 2.** Effective January 1, 1997, wage rates in effect on December 31, 1996 will be  
18 increased by 90% of the CPI-W All Cities Index, September 1995-September 1996 base year;  
19 provided however, that the amount produced by the application of the foregoing shall not be greater  
20 than 6.0% of said wages in effect on December 31, 1996 nor less than 2.0%.

21

22 **Section 3.** Effective January 1, 1998, wage rates in effect on December 31, 1997 will be  
23 increased by 90% of the CPI-W All Cities Index, September 1996-September 1997 base year;

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1            **Section 5.** Callback. All bargaining unit members who are called back to work after leaving  
2 the workplace following completion of their regularly scheduled shift shall be paid for such at the  
3 appropriate rate. A minimum of two (2) hours shall be paid to the employee or, where the actual  
4 hours worked exceeds two (2) hours, the employee shall be paid for actual hours worked. Employees  
5 shall not be called out more than once in a twenty-four (24) hour period.

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1 **ARTICLE 5: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

2       **Section 1.** King County presently participates in group medical, dental and life insurance  
3 programs. The County agrees to maintain the level of benefits as currently provided by these plans  
4 during the life of this Agreement, unless otherwise agreed by the Labor Management Insurance  
5 Committee.

6  
7       **Section 2.** The County agrees to continue the Labor-Management Insurance Committee  
8 comprised of representatives from the County and its labor unions. The function of the Committee  
9 shall be to review, study, make recommendations, and enter into agreements relative to medical,  
10 dental and life insurance programs.

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12       **Section 3.** The Union and County agree that the County may implement changes to employee  
13 insurance benefits as a result of agreements or recommendations of the Joint, Labor-Management  
14 Insurance Committee referenced in Section 2 above.

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1 **ARTICLE 6: GRIEVANCE PROCEDURE**

2 The Employer and the Union recognize the importance and desirability of settling grievances  
3 promptly and fairly in the interest of good employee relations and morale and to this end the  
4 following procedure is outlined. To accomplish this, every effort will be made to settle grievances at  
5 the lowest possible level of supervision.

6 Grievances regarding wage related matters may be heard on employer time at Step 1.  
7 Employees will be unimpeded and free from restraint, interference, coercion, discrimination or  
8 reprisal in seeking adjudication of their grievances.

9 **Section 1.** Grievance Definition: An issue raised by a party to this agreement relating to the  
10 interpretation and application of the terms of this agreement. "Work days" are defined as Monday  
11 through Friday, excluding holidays.

12  
13 **Section 2.** A grievance must be presented within ten (10) work days after the occurrence or  
14 knowledge of the occurrence of such grievance, provided that the burden is on the Union to prove that  
15 the Union or employee filing the grievance did not have knowledge of the occurrence of the  
16 grievance within the ten (10) day period.

17  
18 **Section 3.** Procedure.

19 **Step 1.** A grievance as defined in Section 1 above, shall be presented in writing by the  
20 aggrieved party to the Labor Negotiator assigned to this contract or his/her designee. The Negotiator  
21 or designee shall meet with the employee and his/her representative, and gain all relevant facts and  
22 shall attempt to adjust the matter and notify the employee and the union within fifteen (15) work days  
23 of notice of the grievance. The Negotiator shall respond to the Union within five (5) work days with

1 arbitrator, then the arbitrator will be selected from a list supplied by FMCS or PERC. The arbitrator,  
2 shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator and  
3 the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no  
4 power to change, alter, detract from or add to the provisions of this Agreement, but shall have the  
5 power only to apply and interpret the provisions of this Agreement in reaching a decision.

6 The arbitrator's fees and expenses shall be borne equally by both parties.

7 No matter may be arbitrated which the County, by law, has no authority over and has no  
8 authority to change.

9 There shall be no strikes, cessation of work or walkouts during such conferences or  
10 arbitration.

11 Each party to an arbitration proceeding shall bear the full cost of its representatives and  
12 witnesses.

13  
14 **Section 4.** Time limits set forth in this Article may be extended in writing by mutual  
15 agreement.

16  
17 **Section 5.** Grievances regarding wage related matters shall be heard during normal working  
18 hours unless stipulated otherwise by the parties. Employee representatives essential to such hearings  
19 and directly involved in such grievance meetings shall be allowed to do so without suffering a loss in  
20 pay at a mutually agreeable time during their normal working hours.

21  
22 **Section 6.** Arbitration awards or grievance settlements shall not be made retroactive beyond  
23 the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten

1 ARTICLE 7: HOLIDAYS

2 Regular employees shall be granted the following holidays with pay: pursuant to RCW  
3 1.16.050 as it currently exists and as it may be amended.

4		
5	New Year's Day	January 1st
6	Martin Luther King Jr's Birthday	Third Monday in January
7	Presidents' Day	Third Monday in February
8	Memorial Day	Last Monday in May
9	Independence Day	July 4th
10	Labor Day	First Monday in September
11	Veteran's Day	November 11th
12	Thanksgiving Day	Fourth Thursday in Nov.
13	Day after Thanksgiving	
14	Christmas Day	December 25th
15		

16 and any day designated by public proclamation of the chief executive of the state as a legal holiday.

17 In addition, all employees shall be granted two personal holidays to be administered through the  
18 vacation plan. The first holiday shall accrue to all eligible employees employed by King County on  
19 the first of October and the second holiday shall accrue to all eligible employees employed on the  
20 first of November.

21 For those employees whose normal work schedule is Monday through Friday, whenever a  
22 holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday  
23 falling on a Saturday shall be observed on the preceding Friday. Those employees working shifts on

1 ARTICLE 8: SICK LEAVE

2       Section 1. Every regular full-time and part-time employee shall accrue sick leave benefits at a  
3 monthly rate equal to .00384615 times the normally scheduled annual hours of the employee's  
4 position; except that sick leave shall not begin to accrue until the first of the month following the  
5 month in which the employee commenced employment. The employee is not entitled to sick leave if  
6 not previously earned.

7       As an example of the above formula, an employee whose annual work schedule is 2088 hours  
8 shall accrue sick leave monthly at the rate of .00384615 times 2088, or eight (8) hours per month.

9  
10       Section 2. No employee shall earn sick leave credit during a month in which the employee is  
11 absent without authorization or absent without pay more than three (3) days.

12  
13       Section 3. Sick leave may be used in one-half (1/2) hour increments at the discretion of the  
14 division manager or department director.

15  
16       Section 4. There shall be no limit to the hours of sick leave benefits accrued by an employee.

17  
18       Section 5. Department management is responsible for the proper administration of the sick  
19 leave benefit. Verification of illness from a licensed physician may be required for any requested  
20 sick leave absence.

21  
22       Section 6. Separation from County employment, except by reason of retirement or layoff due  
23 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the

- 1 (1) Employee illness;
- 2 (2) Noncompensable injury of an employee (e.g., those injuries generally not
- 3 eligible for worker's compensation payments);
- 4 (3) Employee disability due to pregnancy or childbirth;
- 5 (4) Employee exposure to contagious diseases and resulting quarantine;
- 6 (5) Employee keeping medical, dental or optical appointments.

7  
8 **Section 8.** Sick leave because of an employee's physical incapacity shall not be approved  
9 where the injury is directly traceable to employment other than with the County.

10  
11 **Section 9.** County employees who have at least five (5) years County service and who retire  
12 as a result of length of service, or who terminate by reason of death, shall be paid an amount equal to  
13 thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be based on the  
14 employee's base rate. The thirty-five percent (35%) cashout rate and the elimination of the thirty (30)  
15 days cashout cap is effective on the first pay period following ratification of this agreement by the  
16 King County Council. Until that time, the twenty-five percent (25%) cashout rate with a thirty (30 )  
17 day (240 hours) cap will apply.

18  
19 **Section 10.** Employees injured on the job may not simultaneously collect sick leave and  
20 worker's compensation in a total amount greater than the net regular pay of the employee.

21  
22 **Section 11.** Employees may use accrued sick leave to care for their child under the age of  
23 eighteen (18) who suffers from a health condition that requires medical treatment or supervision. For

1        **Section 12.** Family Care and Bereavement Leave

2            a.        Regular full-time employees shall be entitled to three (3) working days (24 hours) of  
3 bereavement leave a year due to death of members of their immediate family.

4            b.        Regular full-time employees who have exhausted their bereavement leave shall be  
5 entitled to use sick leave in the amount of three days for each instance when death occurs to a  
6 member of the employee's immediate family.

7            c.        In cases of family care or death where no sick leave benefit is authorized or exists, an  
8 employee may be granted leave without pay.

9            d.        In the application of any of the foregoing provisions, holidays or regular days off  
10 falling within the prescribed period of absence shall not be charged.

11           e.        Department management is responsible for the proper administration of this benefit.  
12 Each request for family care and bereavement leave shall include a written statement regarding: (1)  
13 nature and severity of illness or injury; (2) relationship of family members and (3) need for care or  
14 attendance. A physician's verification may be required for any requested family care or bereavement  
15 leave absence.

16           f.        Employees working less than a forty (40) hour work week will receive prorated  
17 benefits.

18  
19        **Section 13.** Immediate family. Immediate family is construed to mean persons related to an  
20 employee by blood or marriage as follows: grandparents, parents, spouse, sibling, child, legally  
21 adopted child and any persons for whose financial or physical care the employee is principally  
22 responsible.



1           b. Beginning January 1, 1998, regular full-time employees working forty (40)  
2 hours per week, or a schedule equivalent thereto, shall receive vacation benefits as  
3 indicated in the following table:

Full Years of Service	Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

18           **Section 2.** Also effective January 1, 1998:

19           a. Employees who were employed on or before December 31, 1995 and by that date had  
20 completed at least three (3) but less than five (5) full years of service shall continue to accrue fifteen  
21 (15) days of vacation leave per year;

22           b. Said employees who were employed on or before December 31, 1995 and subsequent to  
23 that date complete three (3) full years of service shall continue to accrue fifteen (15) days of vacation



1           **Section 3.** Employees with one or more continuous years of service shall accrue vacation  
2 benefits monthly.

3  
4           **Section 4.** Full-time regular employees may accrue up to sixty (60) days vacation leave.  
5 Part-time regular employees and temporary employees who are employed at least half-time and  
6 receive vacation and sick leave may accrue vacation leave up to sixty (60) days prorated to reflect  
7 their normally scheduled workweek.

8  
9           **Section 5.** Vacation benefits for regular employees working less than a forty (40) hour work  
10 week and regular part-time employees will be established based upon the ratio of hours actually  
11 worked (less overtime) to a standard work year.

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13           **Section 6.** No employee shall work for compensation for the County in any capacity during  
14 the time that the employee is on vacation.

15  
16           **Section 7.** Vacation may be used in half hour (1/2) increments at the discretion of the  
17 department director or appointed designee.

18  
19           **Section 8.** Upon termination for any reason, the employee will be paid for unused vacation  
20 credits up to the maximum allowed accumulation; provided however, employees who are hired on or  
21 after January 11, 1986 who are eligible for participation in the Public Employees' Retirement System  
22 Plan I, shall not be compensated for more than two hundred forty (240) hours of accrued vacation at  
23 the time of retirement. For employees hired on or after January 1, 1986, vacation hours accrued in

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1 when the employee is absent without pay more than three (3) working days, and an employee shall  
2 not be granted vacation benefits if not previously accrued by the employee.

3  
4 **Section 10.** In cases of separation by death, payment of unused vacation benefits shall be  
5 made to the employee's estate, or in applicable areas, as provided by RCW, Title 11.

6  
7 **Section 11.** Employees may continue to accrue additional vacation beyond the maximum  
8 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be  
9 lost. Otherwise, employees shall forfeit the excess accrual prior to December 31st of each year.

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11 **Section 12.** Employees may transfer vacation hours as provided in King County Code  
12 3.12.223 (A).

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1 ARTICLE 10: SAVINGS CLAUSE

2           Should any part hereof or any provision herein contained be rendered or declared invalid by  
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
5 remaining portions hereof; provided, however, upon such invalidation the parties agree immediately  
6 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall  
7 remain in full force and effect.

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1 ARTICLE 11: WAIVER CLAUSE

2 The parties acknowledge that during the negotiations resulting in this Agreement each had the  
3 unlimited right and opportunity to make demands and proposals with respect to wages and benefits  
4 related directly to wages and that agreements arrived at by the parties after exercise of that right and  
5 opportunity are set forth in this Agreement. All rights and duties of both parties are specifically  
6 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the  
7 entire agreement between the parties and concludes collective bargaining for its terms, subject only to  
8 a desire by both parties to mutually agree to amend or supplement at any time, and except for  
9 negotiations over a successor collective bargaining agreement.

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1 ARTICLE 12: MISCELLANEOUS

2       **Section 1. Personal Property Damage.** Employees who unavoidably suffer a loss or damage  
3 to essential personal property worn on the body while working shall have same repaired or replaced  
4 by the employer at employer expense, provided that such reimbursement shall not exceed \$300 per  
5 incident.

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7       **Section 2. Military Leave.** Military leave shall be granted in accordance with King County  
8 policy.

9  
10       **Section 3. Automobile Expense.** Bargaining unit members who have been authorized to use  
11 their own transportation on Court business shall be reimbursed at the per mile rate as established by  
12 County ordinance.

13  
14       **Section 4. Jury Duty.** An employee required to serve on a jury shall continue to receive  
15 his/her regular salary while so assigned. Fees paid by the court for jury duty shall be forwarded to the  
16 employer.

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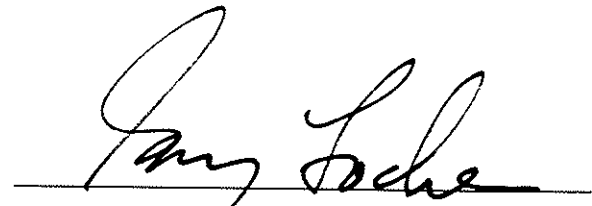
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1 ARTICLE 13: DURATION


2 Section 1. This Agreement shall become effective January 1, 1996 and shall remain in effect  
3 until December 31, 1998, except where specific provisions in this Agreement state a different  
4 effective date for that provision.

5  
6 Section 2. Contract negotiations for a succeeding contract may be initiated by either party  
7 providing to the other written notice of its intention to do so at least thirty (30) days prior to the  
8 expiration date. Lack of such notice will terminate the terms and conditions set forth in this  
9 Agreement as of the expiration date

10 APPROVED this 25<sup>th</sup> day of October, 1996.

11  
12  
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14   
15 KING COUNTY EXECUTIVE

16  
17 SIGNATORY ORGANIZATION:

18  
19   
20 Bea Kriloff, President

21 WSCCCE, AFSCME, LOCAL 21DC  
22  
23

WSCCCE, LOCAL 21  
DISTRICT COURT CLERKS  
1996 WAGE ADDENDUM

Class Code	Classification	Range
7717	Probation Secretary	31
7718	Probation Branch Office Manager	33
7723	District Court Clerk	32
7738	Probation Case Manager	37
7740	Probation Counselor I	48
7743	Probation Counselor I - Jail Specialist	48
7753	Volunteer Coordinator	48