

09/20/1999

Larry Phillips
Greg Nickels
Kent Pullen

Introduced By:

09000199

Clerk 09/22/99

Proposed No.:

1999-0553

ORDINANCE NO 13645

1

AN ORDINANCE approving and adopting the collective bargaining agreement and memorandum of understanding on wages and wage-related items negotiated by and between King County and Washington State Council of County and City Employees, AFSCME, Local 21-DC, representing employees in the district court; and establishing the effective date of said agreement.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The collective bargaining agreement on wages and wage-related

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items negotiated between King County and the Washington State Council of County and City

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Employees, AFSCME, Local 21-DC, representing employees in the King County district

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court, and attached hereto is hereby approved and adopted by this reference made a part

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hereof.

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SECTION 2. Terms and conditions of the collective bargaining agreement and memorandum of understanding shall be effective from January 1, 1999, through and including December 31, 2001.

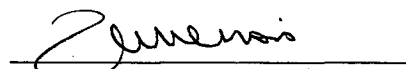
INTRODUCED AND READ for the first time this 27th day of September, 1999.

PASSED by a vote of 12 to 0 on this 4th day of October, 1999.

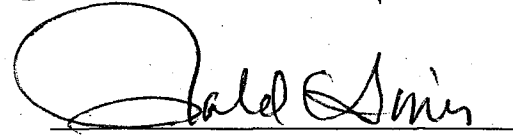
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 15 day of October, 1999.


King County Executive

Attachments: Agreement Between King County and Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 21-DC District Court Employees on Wages, January 1, 1999 through December 31, 2001
Memorandum of Understanding

1 **AGREEMENT BETWEEN KING COUNTY**

2 **AND**

3 **WASHINGTON STATE COUNCIL OF**

4 **COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO,**

5 **LOCAL 21-DC - DISTRICT COURT EMPLOYEES**

6 **PREAMBLE**

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

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13 **ARTICLE 1: PURPOSE**

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

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

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

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

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

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 for the classifications listed below shall be as listed in Addendum

3 A.

Class No.	Description
7717	Probation Secretary
7718	Probation Branch office Manager
7723	District Court Clerk
7738	Probation Case Manager
7740	Probation Officer I
7753	Volunteer Coordinator
7740	Mental Health Specialist
7717	Compliance Clerk
7718	Compliance Coordinator

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15 **Section 1b.** Upon satisfactory completion of the probationary period, regular full time
16 employees shall receive annually, increases from one step to the next higher step within the range.
17 Regular part-time employees shall receive step increases based on a prorated basis, based on the
18 actual hours worked in relation to a full-time schedule.

19 **Section 1c. Entrance Salary.** An employee shall start at Step 1 for the classification unless
20 s/he possesses qualifications or experience above the minimum for the position. If a newly hired
21 employee possesses one or more of the below listed qualifications which must be above the minimum
22 for the classification, the employee shall receive a salary above Step 1. They may possess more than
23 one of these qualifications, however, despite the qualifications and/or experience of the newly hired
24 employee, however, she/he shall not be placed above Step 6 for a starting salary.

- 25 1). Fluent in approved Foreign Language/Signing 1 Step
26 2). Alcohol/drug Certified/Qualified 1 Step
27 3). For District Court Clerks, prior experience credit is given for clerical experience as

28 follows:

1 a). Two (2) years State of Washington Court of Limited Jurisdiction
2 experience - 1 Step for every 2 years (Limit 5 Steps);

3 b). Three (3) years other court clerical experience - 1 Step for every 3 years
4 (Limit 5 Steps).

5 4). For Probation employees prior experience credit is given for probation experience
6 as follows:

7 a). Two (2) years State of Washington Court of Limited Jurisdiction
8 experience - 1 Step for every 2 years (Limit 5 Steps);

9 b). Three (3) years other probation experience - 1 Step for every 3 years (Limit
10 5 Steps).

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13 Effective January 1, 2000, the following provisions shall take effect, replacing Section 1c
14 above, in its entirety:

15 An employee shall start at Step 1 for the classification unless she/he possesses qualifications
16 or experience above the minimum for the position. If a newly hired employee possesses one or more
17 of the listed qualifications which the Court decides justifies a starting higher than Step 1, the
18 employee shall receive a salary above Step 1. Despite the qualifications and/or experience of the
19 newly hired employee, however, she/he shall not be placed above Step 6 for a starting salary.
20 However, employees returning to District Court employment within a two-year period shall be placed
21 at the same salary step as when they left, provided they return to the same job classification.

22 1). Fluent in approved Foreign Language/Signing 1 Step

23 2). Alcohol/Drug Certified/Qualified 1 Step

24 3). For clerical employees, prior experience credit is given for clerical experience, job
25 knowledge, skills, and abilities, as follows:

26 a). Two (2) years State of Washington Court of Limited Jurisdiction
27 experience - 1 Step for every 2 years (Limit 5 Steps);

28 b). Three (3) years other court clerical experience - 1 Step for every 3 years

1 (Limit 5 Steps);

2 c). One (1) year of King County District Court experience - 1 step for every
3 year (Limit 5 Steps);

4 d). Three (3) years of legal assistant and/or legal secretary experience - 1 step
5 for every 3 years (Limit 5 Steps);

6 e). Educational degree or certificate from an accredited 4 year institution - 2
7 Steps;

8 f). Educational degree from a specialty program in a vocational institution, 2
9 year degree from an accredited community college, or the equivalent job knowledge gained through a
10 combination of experience and educational pursuits - 1 Step.

11 g). During the calendar year 2000, clerical employees placed at Steps 1-8 of
12 the salary range, and who under the terms of 3(c)-(f) above, would have been eligible for advanced
13 step hire, shall be entitled to "accelerated step progression". Such accelerated step progression shall
14 entitle eligible clerical employees, upon their regular step anniversary date, to move to the step that
15 they now would be placed if the provisions of 3(c)-(f) had applied to them upon hire.

16 4). For Probation employees prior experience credit is given for probation experience
17 as follows:

18 a). Two (2) years State of Washington Court of Limited Jurisdiction
19 experience - 1 Step for every 2 years (Limit 5 Steps);

20 b). Three (3) years other probation experience - 1 Step for every 3 years (Limit
21 5 Steps).

22 5). Employees who receive an advanced educational degree while employed within
23 the bargaining unit shall receive an extra step placement (based on the step entitlement set forth in
24 Section 1(c)(3)(e)-(f) above) at their regular anniversary date following their receipt of the degree.
25 Under no circumstances may employees be paid above Step 10 of their salary range under this
26 provision.

27 **Section 2.** Effective January 1, 1999, wage rates in effect on December 31, 1998 will be
28 increased by 90% of the CPI-W All Cities Index, September 1997-September 1998 base year;

1 provided however, that the amount produced by the application of the foregoing shall not be greater
2 than 6.0% of said wages in effect on December 31, 1998 nor less than 2.0%.

3 **Section 3.** Effective January 1, 2000, wage rates in effect on December 31, 1999 will be
4 increased by 90% of the CPI-W All Cities Index, September 1998-September 1999 base year;
5 provided however, that the amount produced by the application of the foregoing shall not be greater
6 than 6.0% of said wages in effect on December 31, 1999 nor less than 2.0%.

7 **Section 4.** Effective January 1, 2001, wage rates in effect on December 31, 2000 shall be
8 increased by 90% of the CPI-W All Cities Index, September 1999-September 2000 base year;
9 provided however, that the amount produced by the application of the foregoing shall not be greater
10 than 6.0% of said wages in effect on December 31, 2000, nor less than 2%.

11 **Section 5.** Employees will be paid overtime at the rate of one and one-half times their regular
12 rate of pay for all hours worked in excess of forty (40) hours in a week.

13 **Section 6. Callback.** All bargaining unit members who are called back to work after leaving
14 the workplace following completion of their regularly scheduled shift shall be paid for such at the
15 appropriate rate. A minimum of two (2) hours shall be paid to the employee or, where the actual
16 hours worked exceeds two (2) hours, the employee shall be paid for actual hours worked. Employees
17 shall not be called out more than once in a twenty-four (24) hour period.

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 Joint Labor Management Insurance
5 Committee.

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

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

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ARTICLE 6: GRIEVANCE PROCEDURE

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

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

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

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

Section 3. Procedure.

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

Step 2. If, after thorough discussion, the decision of the Negotiator has not resolved the grievance, either party may request arbitration within twenty (20) work days of the conclusion of Step 1, specifying the exact question which it wishes to arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list supplied by FMCS or PERC. The arbitrator, shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator and

1 the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no
2 power to change, alter, detract from or add to the provisions of this Agreement, but shall have the
3 power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

5 No matter may be arbitrated which the County, by law, has no authority over and has no
6 authority to change. There shall be no strikes, cessation of work or walkouts during such conferences
7 or arbitration. Each party to an arbitration proceeding shall bear the full cost of its representatives
8 and witnesses. The arbitrator's decision shall be final and binding on all parties.

9 **Section 4.** Time limits set forth in this Article may be extended in writing by mutual
10 agreement.

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

15 **Section 6.** Arbitration awards or grievance settlements shall not be made retroactive beyond
16 the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten
17 (10) work days or less prior to the initial filing of the grievance.

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.

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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 November
13	Day after Thanksgiving	
14	Christmas Day	December 25th
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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
24 other than a Monday through Friday schedule shall observe holidays on the actual day of the holiday.

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 .04615 hours for each hour in pay status exclusive of overtime; except that sick
4 leave shall not begin to accrue until the first of the month following the month in which the employee
5 commenced employment. The employee is not entitled to sick leave if not previously earned.

6 **Section 2.** Sick leave may be used in one-half (1/2) hour increments at the discretion of the
7 division manager or department director.

8 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

9 **Section 4.** Department management is responsible for the proper administration of the sick
10 leave benefit. Verification of illness from a licensed physician may be required for any requested
11 sick leave absence.

12 **Section 5.** Separation from County employment, except by reason of retirement or layoff due
13 to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the
14 employee. Should the employee resign in good standing or be laid off and return to the County
15 within two (2) years, accrued sick leave shall be restored.

16 **Section 6.** Employees are eligible for payment on account of illness for the following
17 reasons:

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

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

26 **Section 8.** County employees who have at least five (5) years County service and who retire
27 as a result of length of service, or who terminate by reason of death, shall be paid an amount equal to
28 thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be based on the

1 employee's base rate.

2 **Section 9.** Employees injured on the job may not simultaneously collect sick leave and
3 worker's compensation in a total amount greater than the net regular pay of the employee.

4 **Section 10.** Employees may use accrued sick leave to care for their child under the age of
5 eighteen (18) who suffers from a health condition that requires medical treatment or supervision. For
6 purposes of this section, "child" means the natural or adoptive child of the employee or the
7 employee's spouse, or any child under the employee's legal guardianship, legal custody or foster care.
8 Employees are eligible to use sick leave on account of their child's suffering any of the conditions
9 listed in Section 8. Verification of the child's health condition from a licensed physician may be
10 required for any requested sick leave absence used to care for a child.

11 **Section 11. Family Care and Bereavement Leave**

12 a. Regular full-time employees shall be entitled to three (3) working days of
13 bereavement leave a year due to death of members of their immediate family. Immediate family for
14 bereavement leave purposes is defined as persons related to the employee by blood or marriage as
15 follows: grandparents, parents, spouse, siblings, children, legally adopted children and any persons
16 for whose financial or physical care the employee is principally responsible.

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

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

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

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

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f. Regular part-time employees shall receive prorated benefits.

g. Family and medical leave shall be provided in accordance with the King County

Code.

Section 12. Employees may donate sick leave as provided for in King County

Code 3.12.223 (B).

ARTICLE 9. VACATIONS**Section 1.**

Regular full-time employees shall receive vacation benefits for each hour in regular pay status exclusive of overtime as 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

Section 2. Effective January 1, 1998:

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

b. Said employees who were employed on or before December 31, 1995 and

1 subsequent to that date complete three (3) full years of service shall begin to accrue fifteen (15) days
2 of vacation leave per year effective on the first day of their fourth full year of service.

3 c. Beginning on the first day of their sixth full year of service, all such employees
4 shall accrue vacation leave as set forth in the table above.

5 **Section 3.** Eligible employees shall accrue vacation leave from their date of hire, and shall
6 accrue on an hourly basis. Eligible employees shall not be eligible to take their accrued leave until
7 they successfully completed their first six months of County employment.

8 **Section 4.** Full-time regular employees may accrue up to sixty (60) days vacation leave.
9 Part-time regular employees may accrue vacation leave up to sixty (60) days prorated to reflect their
10 normally scheduled workweek.

11 **Section 5.** Vacation benefits for regular part-time employees will be established based upon
12 the ratio of hours actually worked (less overtime) to a standard work year.

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

17 **Section 8.** Upon termination for any reason after the first six months of successful County
18 service, the employee will be paid for unused vacation credits up to the maximum allowed
19 accumulation; provided however, employees who are hired on or after January 11, 1986 who are
20 eligible for participation in the Public Employees' Retirement System Plan I, shall not be
21 compensated for more than two hundred forty (240) hours of accrued vacation at the time of
22 retirement. For employees hired on or after January 1, 1986, vacation hours accrued in excess of two
23 hundred forty (240) hours must be used prior to the employee's date of retirement or such excess
24 hours shall be lost. Employees shall not be eligible to be paid for vacation leave until they have
25 successfully completed their first six months of County service; if they leave County employment
26 prior to successfully completing their first six months of County service, they shall forfeit and not be
27 paid for accrued leave.

28 **Section 9.** In cases of separation by death, payment of unused vacation benefits shall be made

1 to the employee's estate, or in applicable areas, as provided by RCW, Title 11.

2 **Section 10.** Employees may continue to accrue additional vacation beyond the maximum
3 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be
4 lost. Otherwise, employees shall forfeit the excess accrual prior to December 31st of each year.

5 **Section 11.** Employees may transfer vacation hours as provided in King County Code
6 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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ARTICLE 11: WAIVER CLAUSE

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

1 ARTICLE 12: MISCELLANEOUS

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

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

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

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

1 ARTICLE 13: DURATION

2 Section 1. This Agreement shall become effective January 1, 1999 and shall remain in effect
3 until December 31, 2001, except where specific provisions in this Agreement state a different
4 effective date for that provision.

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

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10 APPROVED this 21 day of September, 1999

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14 By [Signature]

15 King County Executive

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17 SIGNATORY ORGANIZATION:

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20 [Signature]

21 Deborah Hopton, President

22 LOCAL 21-DC

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26 [Signature] 9/12/99

27 Rob M. Sprague, Staff Representative

28 WSCCCE, AFSCME, AFL-CIO

Memorandum of Understanding

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Performance Pay. The parties agree that, in recognition of exceptional performance, the Court may grant a one-time yearly payment entitled "performance pay". The parties further agree that such payment shall be subject to the availability of funds and shall not be automatic. One of the purposes of this pay premium shall be to recognize the performance of those employees at the maximum step of their salary range. The parties further agree that the Labor-Management Committee shall develop the process for awarding performance pay during the term of this Agreement. Following the Committee's work, the parties shall enter into a Memorandum of Understanding detailing the performance pay provisions.

One-Time Payment. The parties agree that all bargaining unit members who are employed as of the date of ratification of this Agreement, and who as of January 1, 1999, are paid at Step 10 of their assigned salary range, shall receive a one-time only payment of an amount in proportion to their years of service. This one-time only payment shall be made effective upon implementation of this Agreement. Under no circumstances shall the total payment made to the bargaining unit be in excess of \$40,000.

APPROVED this 21 day of September, 1999

By [Signature]
King County Executive

Signatory Organization:

[Signature]
Deborah Hopton
President
Local 21-DC

[Signature] 9/17/99
Rob M. Sprague
Staff Representative
WSCCCE, AFSCME, AFL-CIO

Addendum A Wage Rates

Job Classes	January 1, 1999 35 hour rates	January 1, 2000 40 hour rates
Probation Secretary	Range 32	Range 39
Compliance Clerk	Range 32	Range 39
District Court Clerk	Range 33	Range 40
Probation Branch Office Manager	Range 34	Range 41
Probation Compliance Coordinator	Range 34	Range 41
Probation Case Manager	Range 38	Range 45
Probation Officer	Range 49	Range 56
Volunteer Coordinator	Range 49	Range 56
Mental Health Specialist	Range 53	Range 60

When receiving the range increases provided above, employees shall move step-to-step. Effective 1/1/2000, employees shall be paid at the 40 hour rate of their new range, but shall continue to be paid monthly based on a 35 hour work week.

13647

1999 Wage Rates

1. Probation Secretary and Compliance Clerk

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 32 35 hr rate	13.8073	14.4679	14.8151	15.1701	15.5347	15.9079	16.2907	16.6830	17.0854	17.4976

2. District Court Clerk

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 33 35 hr rate	14.1375	14.8151	15.1701	15.5347	15.9079	16.2907	16.6830	17.0854	17.4976	17.9202

3. Probation Branch Office Manager, Probation Compliance Coordinator

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 34 35 hr rate	14.4758	15.1701	15.5347	15.9079	16.2907	16.6830	17.0854	17.4976	17.9202	18.3534

13645

1999 Rates continued

4. Probation Case Manager

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 38 35 hr rate	15.9173	16.6830	17.0854	17.4976	17.9202	18.3534	18.7975	19.2521	19.7189	20.1965

5. Probation Officer; Volunteer Coordinator

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 49 35 hr rate	20.6983	21.7040	22.2316	22.7726	23.3268	23.8948	24.4772	25.0745	25.6867	26.3140

6. Mental Health Specialist

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 53 35 hr rate	22.7856	23.8948	24.4772	25.0745	25.6867	26.3140	26.9569	27.6156	28.2914	28.9840

13645

2000 Wage Rates; these rates do not reflect the COLA provided for in Article 4

1. Probation Secretary and Compliance Clerk

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 39 40 hr rate	14.2632	14.9497	15.3104	15.6802	16.0592	16.4478	16.8456	17.2540	17.6720	18.1011

2. District Court Clerk

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 40 40 hr rate	14.6064	15.3104	15.6802	16.0592	16.4478	16.8456	17.2540	17.6720	18.1011	18.5403

3. Probation Branch Office Manager, Probation Compliance Coordinator

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 41 40 hr rate	14.9583	15.6802	16.0592	16.4478	16.8456	17.2540	17.6720	18.1011	18.5403	18.9910

13645

2000 Rates continued

4. Probation Case Manager

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 45 40 hr rate	16.4573	17.2540	17.6720	18.1011	18.5403	18.9910	19.4527	19.9260	20.4110	20.9079

5. Probation Officer; Volunteer Coordinator

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 56 40 hr rate	21.4302	22.4759	23.0248	23.5873	24.1636	24.7550	25.3610	25.9815	26.6181	27.2705

6. Mental Health Specialist

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 60 40 hr rate	23.6011	24.7550	25.3610	25.9815	26.6181	27.2705	27.9395	28.6250	29.3271	30.0418

09/20/1999

Greg Nickels
Larry Phillips
Kent Pullen

Introduced By:

08000199

Clerk 09/22/99

Proposed No.:

1999-0554

ORDINANCE NO. **13646**

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AN ORDINANCE approving and adopting the collective bargaining agreement and a memorandum of understanding, rollover agreement negotiated by and between King County and Washington State Council of County and City Employees, Local 21-AD, representing employees in the department of adult detention; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated between King County and the Washington State Council of County and City Employees, Local 21-AD, representing employees in the department of adult detention and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of the collective bargaining agreement shall be effective from January 1, 2000, through and including December 31, 2002.


SECTION 3. Terms and conditions of the memorandum of understanding, adopting and amending in certain parts the rollover agreement, shall be effective from

1 January 1, 1999, through and including December 31, 1999.

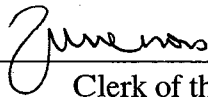
2 INTRODUCED AND READ for the first time this 27th day of September, 1999.

3 PASSED by a vote of 12 to 0 on this 4th day of October, 1999.

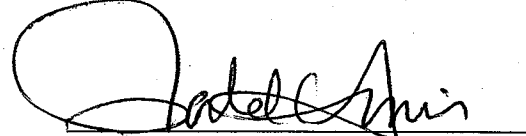
4 KING COUNTY COUNCIL
5 KING COUNTY, WASHINGTON

6 
7 Chair

8 ATTEST:

9 
10 Clerk of the Council

11 APPROVED this 15 day of October, 1999

12 
13 King County Executive

- 14 Attachments: Agreement Between Washington State Council of County and City
- 15 Employees Local 21-AD and King County (Collective Bargaining
- 16 Agreement)
- 17 Memorandum of Agreement Between Washington State Council of County
- 18 and City Employees Local 21-AD and King County for January 1, 1999
- 19 - December 31, 1999 (Memorandum of Agreement)
- 20 Collective Bargaining Agreement between King Connty and Washington
- 21 State Council of County and City Employees Local 21-AD Representing
- 22 Employees in the King County Department of Adult Detention January
- 23 1, 1996 through December 31, 1998 [080] Rollover for January 1, 1999
- 24 through December 31, 1999 (Rollover Agreement)
- 25 Memorandum of Agreement Regarding Wages for Administrative Support
- 26 Services Occupational Broup By and Between King County and Union
- 27 Bargaining Coalition (Memorandum of Agreement, Administrative
- 28 Support Coalition Bargaining)

AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21-AD
AND KING COUNTY

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