



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 23, 2009**

**Ordinance 16409**

**Proposed No.** 2009-0187.1

**Sponsors** Ferguson, Phillips, Patterson and  
Constantine

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Washington State Council of County and City  
4 Employees, Council 2, Local 21DC (District Court -  
5 Wages) representing employees in the King County district  
6 court; and establishing the effective date of said agreement.

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated between King  
10 County and Washington State Council of County and City Employees, Council 2, Local  
11 21DC (District Court - Wages) representing employees in the king county district court  
12 and attached hereto is hereby approved and adopted by this reference made a part hereof.

13

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2008, through and including December 31, 2010.

16

Ordinance 16409 was introduced on 3/9/2009 and passed by the Metropolitan King  
County Council on 3/23/2009, by the following vote:

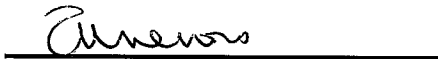
Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von  
Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 27 day of MARCH, 2009.



Ron Sims, County Executive

**Attachments**    A. Agreement Between King County and Washington State Council of County and  
City Employees, AFSCME, AFL-CIO Local 21DC--District Court Employees on  
Wages

KING COUNTY COUNCIL  
CLERK

2009 MAR 30 AM 8:49

RECEIVED

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AGREEMENT BETWEEN KING COUNTY  
AND  
WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO  
LOCAL 21DC  
DISTRICT COURT EMPLOYEES  
ON WAGES

PREAMBLE .....	1
ARTICLE 1: PURPOSE.....	2
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP .....	3
ARTICLE 3: RIGHTS OF MANAGEMENT .....	4
ARTICLE 4: WAGE RATES.....	5
ARTICLE 5: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS.....	8
ARTICLE 6: GRIEVANCE PROCEDURE.....	9
ARTICLE 7: HOLIDAYS .....	11
ARTICLE 8: SICK LEAVE .....	12
ARTICLE 9: VACATIONS .....	15
ARTICLE 10: SAVINGS CLAUSE.....	17
ARTICLE 11: WAIVER CLAUSE.....	18
ARTICLE 12: MISCELLANEOUS .....	19
ARTICLE 13: DURATION.....	20
ADDENDUM A: WAGES .....	21

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**AGREEMENT BETWEEN KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF**  
**COUNTY AND CITY EMPLOYEES, AFSCME, AFL-CIO**  
**LOCAL 21DC**  
**DISTRICT COURT EMPLOYEES**  
**ON WAGES**

**PREAMBLE**

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

1 **ARTICLE 1: PURPOSE**

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

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 21DC, 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 amount  
9 of dues (or agency fees, or donation to non religious charities as outlined in the collective bargaining  
10 agreement between Local 21DC and the District Court, Article 1) as certified by the business manager  
11 of the union.

12           The union will indemnify, defend and hold the County harmless against any claims made and  
13 against any suit instituted against the County on account of any check-off of dues for the union. The  
14 union agrees to refund to the County any amounts paid to it in error on account of the check-off  
15 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.

7           **Section 2. Bi-weekly pay:** King County has the right to make changes to the payroll system,  
8 including, but not limited to, the right to implement a bi-weekly payroll system, as long as such  
9 changes are passed into ordinance by the King County Council or implemented uniformly throughout  
10 the County. Such changes also include, but are not limited to those necessary to implement a new  
11 payroll system and the conversion of wages and leave accrual to an hourly rate.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 4: WAGE RATES**

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

4

5 <b>Class No.</b>	<b>Description</b>
6 7723	District Court Clerk
7 7740	Probation Officer
8 7748	Probation Mental Health Specialist

9

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

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

21 1). Fluent in approved Foreign Language/Signing 1 Step  
22 2). Alcohol/Drug Certified/Qualified 1 Step  
23 3). For clerical employees, prior experience credit is given for clerical experience, job  
24 knowledge, skills, and abilities, as follows:

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

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



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

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

5 e). Educational degree from an accredited 4 year institution - 2 Steps;

6 f). Educational degree from a specialty program related to the work of the  
7 Court from a vocational institution, 2 year degree from an accredited community college, or the  
8 equivalent job knowledge gained through a combination of experience and educational pursuits - 1  
9 Step. If a newly hired employee has either an educational degree from a specialty program in a  
10 vocational institution or a 2 year degree from an accredited community college AND an educational  
11 degree from an accredited 4 year institution, the employee will be credited a maximum of 2 steps.

12 4). For Probation Officer employees prior experience credit is given for Probation  
13 Officer experience as follows:

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

16 b). Three (3) years other Probation Officer experience - 1 Step for every 3  
17 years (Limit 5 Steps).

18 5). Employees who receive an advanced educational degree (e.g. A.A., B.A.) beyond  
19 their high school diploma or G.E.D. while employed within the bargaining unit shall receive an extra  
20 step placement (based on the step entitlement set forth in Section 1b(3)(e-f) above) at their regular  
21 anniversary date following their receipt of the degree. Under no circumstances may employees be  
22 paid above Step 10 of their salary range under this provision.

23 **Section 2.** Effective January 1, 2008, wage rates in effect on December 31, 2007 will be  
24 increased by 90% of the CPI-W All Cities Index, September 2006 - September 2007 base year;  
25 provided however, that the amount produced by the application of the foregoing shall not be greater  
26 than 6.0% of said wages in effect on December 31, 2007 nor less than 2.0%.

27 **Section 3.** Effective January 1, 2009, wage rates in effect on December 31, 2008 will be  
28 increased by 90% of the CPI-W All Cities Index, September 2007 - September 2008 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, 2008 nor less than 2.0%.

3 **Section 4.** Effective January 1, 2010, wage rates in effect on December 31, 2009 shall be  
4 increased by 90% of the CPI-W All Cities Index, September 2008 - September 2009 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, 2009, nor less than 2%.

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

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

14 **Section 7. Out of Class Pay.** An employee who is temporarily assigned to function in a  
15 higher classification for one (1) working day or more shall be paid five percent (5%) above the  
16 employee's regular rate of pay. If the employee performs overtime work in the higher classification,  
17 the overtime calculation shall be calculated on the out-of-class rate. When an out-of-class assignment  
18 is expected to continue for one week (forty consecutive hours or thirty-two consecutive hours in a  
19 holiday week or twenty-four consecutive hours in the Thanksgiving holiday week) or more, the  
20 employee will be temporarily upgraded to the higher classification. Employees shall be considered  
21 assigned to function in a higher classification for any assigned responsibility for training employees  
22 and the minimum assignment for purposes of pay shall be one (1) day. Assignments of this training  
23 responsibility shall be as determined by the court.

24 **Section 8. Court Closures.** Employees designated and directed to work in the event of  
25 emergency court closures, pursuant to Article 19 of the working conditions agreement between the  
26 District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue  
27 compensatory time at time and one-half, for all hours worked during such closures, with a minimum  
28 of five (5) hours.

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.

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 Employees will be unimpeded and free from restraint, interference, coercion, discrimination  
7 or reprisal in seeking adjudication of their grievances.

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

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

15 **Section 3. Procedure.**

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

22 **Step 2.** If, after thorough discussion, the decision of the Negotiator has not resolved  
23 the grievance, either party may request arbitration within twenty (20) work days of the conclusion of  
24 Step 1, specifying the exact question which it wishes to arbitrate. The parties shall select a third  
25 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
26 arbitrator, then the arbitrator will be selected from a list supplied by FMCS or PERC. The arbitrator  
27 shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator and  
28 the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no

1 power to change, alter, detract from or add to the provisions of this Agreement, but shall have the  
2 power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

4 No matter may be arbitrated which the County, by law, has no authority over and has no  
5 authority to change. There shall be no strikes, cessation of work or walkouts during such conferences  
6 or arbitration. Each party to an arbitration proceeding shall bear the full cost of its representatives  
7 and witnesses. Regardless of the outcome, each party is responsible for their own attorney and  
8 representation fees. 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.

18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 7: HOLIDAYS**

2 Regular employees shall be granted the following holidays with pay: those holidays  
3 recognized pursuant to RCW 1.16.050 as it currently exists and as it may be amended, and any day  
4 designated by public proclamation of the chief executive of the state as a legal holiday. For reference  
5 purposes, those holidays are currently as follows:

6

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

7  
8  
9  
10  
11  
12  
13  
14

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

19 For those employees whose normal work schedule is Monday through Friday, whenever a  
20 holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday  
21 falling on a Saturday shall be observed on the preceding Friday. Those employees working shifts on  
22 other than a Monday through Friday schedule shall observe holidays on the actual day of the holiday.

23 Holiday benefits for part-time employees (including those who are temporarily on an on-going  
24 part-time schedule) will be established based upon the ratio of hours in the employee's part-time  
25 schedule to hours in a forty (40) hour workweek.

26 Employees on a schedule which exceeds 8 hours in a day shall make up the difference  
27 between the holiday benefit and scheduled hours from vacation or compensatory time.

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-quarter (1/4) hour increments at the discretion of  
7 the 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.** The King County District Court is responsible for the proper administration of the  
10 sick 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 shall be entitled to use sick leave as provided in King County Code  
17 3.12.220, and according to those terms as defined within the Code. It is agreed that the terms of the  
18 Code shall control and this provision is not intended to add or subtract from those entitlements. Sick  
19 Leave may be used for the following reasons:

- 20 a. An employee's bona fide illness or incapacitating injury;
- 21 b. An employee's exposure to contagious diseases and resulting quarantine;
- 22 c. An employee's temporary disability caused by or contributed to by pregnancy or  
23 childbirth;
- 24 d. The birth or placement for adoption or foster care of a child of the employee or the  
25 employee's domestic partner, as provided by King County Code 3.12.220;
- 26 e. An employee's medical, dental or optical appointments;
- 27 f. To care for the employee's child or the child of an employee's spouse or domestic  
28 partner if the child has an illness or health condition which requires treatment or supervision by the

1 employee;

2 g. Employees may use accrued sick leave or other paid time off to care for a family  
3 member who has a serious health condition or emergency condition, in accordance with the R.C.W.  
4 41.12.265, as amended, and King County Ordinance;

5 h. For all other reasons as provided for by King County Ordinance, state law and/or  
6 federal law.

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

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

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

15 **Section 10. Bereavement Leave**

16 a. Regular full-time employees shall be entitled to 24 hours of bereavement leave in  
17 the calendar year due to death of members of their immediate family. Immediate family, for  
18 bereavement leave purposes, is defined as persons related to the employee by blood, marriage, or  
19 domestic partnership as follows: grandparents, parents, spouse, siblings, children, legally adopted  
20 children and any persons for whose financial or physical care the employee is principally responsible.

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

24 c. In cases of death where no sick leave benefit is authorized or exists, an employee  
25 may be granted leave without pay, consistent with District Court Personnel Guidelines.

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

28 e. The King County District Court is responsible for the proper administration of this



1 benefit. Each request for bereavement leave shall include a written statement regarding: the  
2 relationship of family members. A physician's verification may be required for any requested  
3 bereavement leave absence.

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

5 **Section 11. Family Medical Leave Act:** Family medical leave shall be provided in  
6 accordance with the King County Code, 3.12.220 as amended.

7 **Section 12.** Employees may donate sick leave as provided for in King County  
8 Code 3.12.223 (B).

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 9: VACATIONS**

2 **Section 1.** Regular full-time employees shall receive vacation benefits for each hour in  
3 regular pay status exclusive of overtime as indicated in the following table:

4

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

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22 **Section 2.** Eligible employees shall accrue vacation leave from their date of hire, and shall  
23 accrue on an hourly basis. Eligible employees shall not be eligible to take their accrued leave until  
24 they successfully completed their first six months of County employment.

25 **Section 3.** Full-time regular employees may accrue up to sixty (60) days vacation leave, or  
26 480 hours maximum. Part-time regular employees may accrue vacation leave up to sixty (60) days  
27 prorated (or 480 hours prorated maximum) to reflect their normally scheduled workweek.

28 **Section 4.** Vacation benefits for part-time employees (including those who are temporarily on

1 an on-going part-time schedule) will be established based upon the ratio of hours in the employee's  
2 part-time schedule compared to hours in a forty (40) hour workweek.

3 **Section 5.** No employee shall work for compensation for the County in any capacity during  
4 the time that the employee is on vacation.

5 **Section 6.** Vacation may be used in one-quarter (1/4) hour increments at the discretion of the  
6 department director or appointed designee.

7 **Section 7.** Upon termination for any reason after the first six months of successful County  
8 service, the employee will be paid for unused vacation credits up to the maximum allowed  
9 accumulation; provided however, employees who are hired on or after January 1, 1986 who are  
10 eligible for participation in the Public Employees' Retirement System Plan I, shall not be  
11 compensated for more than two hundred forty (240) hours of accrued vacation at the time of  
12 retirement. For employees hired on or after January 1, 1986, vacation hours accrued in excess of two  
13 hundred forty (480) hours must be used prior to the employee's date of retirement or such excess  
14 hours shall be lost. Employees shall not be eligible to be paid for vacation leave until they have  
15 successfully completed their first six months of County service; if they leave County employment  
16 prior to successfully completing their first six months of County service, they shall forfeit and not be  
17 paid for accrued leave.

18 **Section 8.** In cases of separation by death, payment of unused vacation benefits shall be made  
19 to the employee's estate, or in applicable areas, as provided by RCW, Title 11.

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

23 **Section 10.** Employees may transfer vacation hours as provided in King County Code  
24 3.12.223 (A).

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.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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.

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 upon ratification by the Union of the  
3 Memorandum of Agreement with District Court Regarding 2009 Budget Crisis, as well as full  
4 ratification of this Agreement itself by the parties, except where specific provisions in this Agreement  
5 state a different effective date for that provision.

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  
11  
12                   APPROVED this   4<sup>th</sup>   day of   March  , 2009

13  
14  
15  
16                   By:   Lurt Tipton    
17                   for King County Executive

18  
19  
20  
21 SIGNATORY ORGANIZATION:

22   Steve Wede    
23  
24 Steve Wede, President  
25 LOCAL 21DC

26   Ethan Fineout    
27 Ethan Fineout, Staff Representative  
28 WSCCCE, AFSCME, AFL-CIO

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

cba Code: 090

Union Code: 0021D

**Addendum A  
Wage Rates  
January 1, 2008**

<b>Job Class Code</b>	<b>Job Class Title</b>	<b>Range*</b>
7723	District Court Clerk	40
7740	Probation Officer	56
7748	Probation Mental Health Specialist	60
*All classifications are paid from the King County Standardized Salary Schedule at the 40 hour rate.		