



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 25, 2017

Ordinance 18445

Proposed No. 2016-0528.1

Sponsors McDermott

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 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

13 SECTION 2. Terms and conditions of said agreement shall be effective from
14 January 1, 2015, through and including December 31, 2016.

15

Ordinance 18445 was introduced on 12/12/2016 and passed by the Metropolitan King County Council on 1/23/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Melani Pedroza, Acting Clerk of the Council

APPROVED this

1st day of February, 2017

← Dow Constantine, County Executive

RECEIVED
2017 FEB - 2 PM 3:50
CLERK
KING COUNTY COUNCIL

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

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

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

5 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

16 **ARTICLE 4: WAGE RATES**

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

PeopleSoft Job Code	Classification Title
007723	District Court Clerk
007740	Probation Officer
007746	Probation Officer - Lead
311801	Probation Mental Health Specialist

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 26 **Section 1b.** Upon satisfactory completion of the probationary period, regular full time
 27 employees shall receive annually, increases from one step to the next higher step within the range.
 28 Regular part-time employees shall receive step increases based on a prorated basis, based on the

1 actual hours worked in relation to a full-time schedule.

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

9 1). Fluent in approved Foreign Language/Signing - 1 Step

10 2). Prior experience credit is given for clerical experience, job knowledge, skills, and
11 abilities, as follows:

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

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

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

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

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

21 f). Educational degree from a specialty program related to the work of the
22 Court from a vocational institution, 2 year degree from an accredited community college, or the
23 equivalent job knowledge gained through a combination of experience and educational pursuits - 1

24 Step. If a newly hired employee has either an educational degree from a specialty program in a
25 vocational institution or a 2 year degree from an accredited community college AND an educational
26 degree from an accredited 4 year institution, the employee will be credited a maximum of 2 steps.

27 g). Employees who receive an advanced educational degree (e.g., A.A., B.A.)
28 beyond their high school diploma or GED while employed within the bargaining unit shall receive

1 extra step placement (based on the step entitlement set forth in Section 1a. above) at their regular
2 anniversary date following their receipt of the degree. Under no circumstances may employees be
3 paid above step 10 of their salary range under this provision.

4 3). Prior experience credit is given for Probation Officer experience as follows:

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

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

9 4). Alcohol/Drug Certified/Qualified - 1 Step

10 **Section 2.**

11 1). Effective January 1, 2015 the wage rates listed under Addendum A will be
12 increased by a two percent (2%) cost-of-living adjustment.

13 2). Effective January 1, 2016 the wage rates listed under Addendum A will be
14 increased by a two and one-quarter percent (2.25%) cost-of-living adjustment above the wage rates in
15 effect in 2015.

16 **Section 3.** Employees will be paid overtime at the rate of one and one-half times their regular
17 rate of pay for all hours worked in excess of forty (40) hours in a week.

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

23 **Section 5. Out of Class Pay.** An employee who is temporarily assigned to function in a
24 higher classification for one (1) working day or more shall be paid five percent (5%) above the
25 employee's regular rate of pay. If the employee performs overtime work in the higher classification,
26 the overtime calculation shall be calculated on the out-of-class rate. When an out-of-class assignment
27 is expected to continue for one week (forty consecutive hours or thirty-two consecutive hours in a
28 holiday week or twenty-four consecutive hours in the Thanksgiving holiday week) or more, the

1 employee will be temporarily upgraded to the higher classification. Employees shall be considered
2 assigned to function in a higher classification for any assigned responsibility for training employees
3 and the minimum assignment for purposes of pay shall be one (1) day. Assignments of this training
4 responsibility shall be as determined by the court.

5 **Section 6. Court Closures.** Employees designated and directed to work in the event of
6 emergency court closures, pursuant to Article 19 of the working conditions agreement between the
7 District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue
8 compensatory time at time and one-half, for all hours worked during such closures, with a minimum
9 of five (5) hours.

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

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

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

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

22 **ARTICLE 6: GRIEVANCE PROCEDURE**

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

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

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

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

8 **Section 3. Procedure.**

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

15 **Step 2.** If, after thorough discussion, the decision of the Negotiator has not resolved
16 the grievance, either party may request arbitration within twenty (20) work days of the conclusion of
17 Step 1, specifying the exact question which it wishes to arbitrate. The parties shall select a third
18 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an
19 arbitrator, then the arbitrator will be selected from a list supplied by FMCS or PERC. The arbitrator
20 shall be asked to render a decision within thirty (30) days after the case is heard by the arbitrator and
21 the decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no
22 power to change, alter, detract from or add to the provisions of this Agreement, but shall have the
23 power only to apply and interpret the provisions of this Agreement in reaching a decision.

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

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

1 representation fees. The arbitrator's decision shall be final and binding on all parties.

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

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

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

11 **ARTICLE 7: HOLIDAYS**

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

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

25 In addition, all employees shall be granted two personal holidays to be administered through
26 the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay-period
27 that includes the first day of October and one personal holiday will be added in the pay-period that
28 includes the first day of November of each year.

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

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

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

10 **ARTICLE 8: SICK LEAVE**

11 **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at
12 a monthly rate equal to .04615 hours for each hour in pay status exclusive of overtime. Employees
13 shall accrue sick leave from their date of hire in a leave eligible position. The employee is not
14 entitled to sick leave if not previously earned.

15 **Section 2.** Sick leave may be used in one-quarter (1/4) hour increments at the discretion of
16 the division manager or department director.

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

18 **Section 4.** The King County District Court is responsible for the proper administration of the
19 sick leave benefit. Verification of illness from a licensed physician may be required for any
20 requested sick leave absence.

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

25 **Section 6.** Employees shall be entitled to use sick leave as provided in King County Code
26 3.12.220, and according to those terms as defined within the Code. It is agreed that the terms of the
27 Code shall control and this provision is not intended to add or subtract from those entitlements. Sick
28 Leave may be used for the following reasons:

- 1 a. An employee's bona fide illness or incapacitating injury;
- 2 b. An employee's exposure to contagious diseases and resulting quarantine;
- 3 c. An employee's temporary disability caused by or contributed to by pregnancy or
- 4 childbirth;
- 5 d. The birth or placement for adoption or foster care of a child of the employee or the
- 6 employee's domestic partner, as provided by King County Code 3.12.220;
- 7 e. An employee's medical, dental or optical appointments;
- 8 f. To care for the employee's child or the child of an employee's spouse or domestic
- 9 partner if the child has an illness or health condition which requires treatment or supervision by the
- 10 employee;
- 11 g. Employees may use accrued sick leave or other paid time off to care for a family
- 12 member who has a serious health condition or emergency condition, in accordance with the R.C.W.
- 13 49.12.265, as amended, and King County Ordinance;
- 14 h. For all other reasons as provided for by King County Ordinance, state law and/or
- 15 federal law.

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

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

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

24 **Section 10. Bereavement Leave**

25 a. Regular full-time employees shall be entitled to 24 hours of bereavement leave in
26 the calendar year due to death of members of their immediate family. Immediate family, for
27 bereavement leave purposes, is defined as persons related to the employee by blood, marriage, or
28 domestic partnership as follows: grandparents, parents, spouse, siblings, children, legally adopted

1 children and any persons for whose financial or physical care the employee is principally responsible.

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

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

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

9 e. The King County District Court is responsible for the proper administration of this
10 benefit. Each request for bereavement leave shall include a written statement regarding: the
11 relationship of family members. A physician's verification may be required for any requested
12 bereavement leave absence.

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

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

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

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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:

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

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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

1 on an on-going part-time schedule) will be established based upon the ratio of hours in the
2 employee's 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
19 made 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 must use vacation leave in excess of the maximum accrual amount on or
23 before the last day of the pay period that includes December 31 of each year.

24 **Section 10.** Employees may transfer vacation hours as provided in King County Code
25 3.12.223 (A).

26 **ARTICLE 10: SAVINGS CLAUSE**

27 Should any part hereof or any provision herein contained be rendered or declared invalid by
28 reason of any existing or subsequently enacted legislation or by any decree of a court of competent

1 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
2 remaining portions hereof; provided, however, upon such invalidation the parties agree immediately
3 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
4 remain in full force and effect.

5 **ARTICLE 11: WAIVER CLAUSE**

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

14 **ARTICLE 12: MISCELLANEOUS**

15 **Section 1. Personal Property Damage.** Employees who unavoidably suffer a loss or
16 damage to essential personal property worn on the body while working shall have same repaired or
17 replaced by the employer at employer expense, provided that such reimbursement shall not exceed
18 \$300 per incident.

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

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

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

1 cba Code: 090

Union Code: D3

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3 **Addendum A**
4 **Wage Rates**
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PeopleSoft Job Code	Classification Title	Range*
007723	District Court Clerk	40
007740	Probation Officer	56
007746	Probation Officer - Lead	58
311801	Probation Mental Health Specialist	60
*All classifications are paid from the King County Standardized Salary Schedule at the 40 hour rate.		