



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 21, 2002

Ordinance 14365

Proposed No. 2002-0196.1

Sponsors Constantine and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and four memoranda of agreement
3 negotiated by and between King County and Washington
4 State Council of County and City Employees, Council 2,
5 Local 2084SC (superior court - staff - wages only)
6 representing employees in the superior court and
7 establishing the effective date of said agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement negotiated between King
12 County and Washington State Council of County and City Employees, Council 2, Local
13 2084SC (superior court - staff - wages only) representing employees in the superior court
14 and attached hereto is hereby approved and adopted by this reference made a part hereof.

15 SECTION 2. Terms and conditions of said agreement shall be effective from
16 January 1, 2001, through and including December 31, 2003.
17


Ordinance 14365 was introduced on 4/29/2002 and passed by the Metropolitan King
County Council on 5/20/2002, by the following vote:

Yes: 11 - Ms. Sullivan, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr.
Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Mr. Irons and
Ms. Patterson
No: 0
Excused: 2 - Ms. Edmonds and Ms. Hague


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 23 day of May, 2002.


Ron Sims, County Executive

RECEIVED
2002 MAY 28 PM 12:15
KING COUNTY COUNCIL CLERK

Attachments

- A. Agreement between King County and Washington State Council of County and City Employees Local 2084SC (Superior Court), B. Memorandum of Agreement between King County and Washington State Council of County and City Employees Local 2084SC (Superior Court) 2000 Cost of Living, C. Memorandum of Agreement between King County and Washington State Council of County and City Employees Local 2084SC (Superior Court) 2001 through 2003 County Agreement, D. Memorandum of Agreement between King County and Washington State Council of County and City Employees Local 2084SC (Superior Court) Signing Bonus, E. Memorandum of Agreement between King County and Washington State Council of County and City Employees Local 2084SC (Superior Court) Wage Range Increase, F. WSCCCE, Local 2084SC Superior Court Wage Addendum A

AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC (Superior Court)

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1 **AGREEMENT BETWEEN**
2 **KING COUNTY**
3 **AND**
4 **WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**
5 **LOCAL 2084SC (Superior Court)**

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8 **PREAMBLE**

9 These Articles constitute an Agreement between King County (County) and the Washington
10 State Council of County and City Employees (Union) representing Local 2084SC (Local). This
11 Agreement shall be subject to approval by ordinance by the Metropolitan King County Council
12 (Council). This Agreement was entered into for the purpose of setting forth the mutual
13 understandings of the parties regarding wages and related matters that are within the legal jurisdiction
14 of the County.

15 **ARTICLE 1: PURPOSE**

16 The intent and purpose of this Agreement is to set forth the mutual understandings of the
17 parties with respect to wages and wage-related matters for the King County Superior Court (Court)
18 employees who are covered by this Agreement. Each of the provisions of this Agreement are
19 included only so far as they may apply to wages and wage-related matters. Working conditions, as
20 they may or may not be related to the provisions herein, are not within the legal authority of the
21 County to negotiate and are not covered by the terms of this Agreement.

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

2 **2.1.** The County recognizes the Union as the exclusive bargaining representative relative to
3 wages and wage-related matters for all employees, excluding supervisors and confidential employees,
4 in the classifications listed under the Addendum A. The bargaining unit description can be found
5 under Public Employment Relations Commission Decision 7397 (PECB, 2001).

6 **2.2. Union Membership** - It shall be a condition of employment that all employees covered
7 by this Agreement who are members of the Union in good standing on the effective date of this
8 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition
9 of employment that all employees covered by this Agreement and hired or assigned into the
10 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
11 employment, become and remain members in good standing in the Union or pay an agency fee.

12 **2.3. Exemption** - Nothing contained in Section 2.2 shall require an employee to join the
13 Union who objects to membership in the Union on the grounds of a bona fide religious objection, in
14 which case the employee shall pay an amount of money equivalent to the regular union dues and
15 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by
16 the employee affected and the bargaining representative to which the employee would otherwise pay
17 the dues and initiation fee. The employee shall furnish written proof that such payments have been
18 made.

19 **2.4. Dues Deduction** - Upon receipt of written authorization individually signed by an
20 employee, the County shall have deducted from the pay of such employee the amount of dues as
21 certified by the secretary of WSCCCE and shall transmit the same to its treasurer.

22 **2.5. Indemnification** - The Union will indemnify, defend and hold the County harmless
23 against any claims made and against any suit instituted against the County on account of any
24 check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in
25 error on account of the check-off provisions upon presentation of proper evidence thereof.

ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT

3.1. Rights of the Court - The management of the Court and the direction of the work force is vested exclusively in the Court.

3.2. Rights of the County - The County has the right to determine and establish wages and wage-related matters, such as wage rates for classifications and employees, the kinds and levels of paid leaves and insured benefits, and how and when employees are compensated. All of the rights, functions, powers and authority of County not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the County.

3.3. Waiver and Complete Agreement - 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 wage-related matters and the 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 included herein. 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 this Agreement at any time, and except for negotiations over a successor collective bargaining agreement.

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1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

2 **4.1. EEO** - The County or the Union shall not unlawfully discriminate against any employee
3 with respect to compensation, terms, conditions, or privileges of employment as contained in this
4 agreement because of race, creed, color, religion, sexual orientation, Union membership, political
5 ideology, marital status, national origin, age, sex, or any sensory, mental or physical disability.

6 **4.2. Complaint** - Allegations of unlawful discrimination shall not be a proper subject for the
7 grievance procedure herein, but may instead be filed by an employee with the appropriate human
8 rights agency.

9 **4.3. ADA** - The parties agree that personnel actions may be taken to accommodate
10 disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an
11 accommodation under the ADA shall take precedence over any conflicting provisions of this
12 Agreement.

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1 **ARTICLE 5: WAGES**

2 **5.1. Pay Ranges** - Wage rates for each classification are set forth in Addendum A.

3 **5.2. Step Increases**

4 A. Upon successful completion of a six (6) month probationary period, a regular
5 employee shall advance to the next step in his/her classification wage range. If the probationary
6 period is for one (1) year, the regular employee shall be advanced to the next step upon satisfactory
7 completion of the first six (6) months of employment.

8 B. Annual step increases will be given after the first increase described in Section
9 5.2.A, if the employee's work performance and work habits are satisfactory, and until such time that
10 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
11 discretion of the manager/designee.

12 **5.3. COLA** - Effective January 1 of each year of the Agreement (2001, 2002, 2003), wage
13 rates in effect on December 31 of the previous year shall be increased by ninety percent (90%) of the
14 CPI-W, All Cities Index, September to September; provided, however, that the amount shall not be
15 less than two percent (2%) nor greater than six percent (6%).

16 **5.4. Overtime** - Employees shall be paid at an overtime rate of time and one-half (1-1/2) their
17 regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour
18 threshold for determining overtime eligibility is based on the accumulation of paid compensated
19 hours during the workweek.

20 **5.4.1. Overtime Screeners** - Employees assigned to the Screening unit will receive overtime
21 after working eight (8) hours in a day and for all hours worked in excess of forty (40) hours per week.
22 The forty (40) hour threshold for determining overtime eligibility is based on the accumulation of
23 paid compensated hours during the workweek.

24 **5.5. Compensatory Time** - An employee may request and with the approval of the
25 manager/designee may receive time off in lieu of overtime pay under the same conditions provided in
26 Section 5.4.

27 **5.6. Overtime for Temporary Employees** - Temporary employees shall be compensated at
28 one and one-half times (1-1/2) the regular hourly rate of pay for all hours worked in excess of forty

1 (40) hours in a work-week. The forty (40) hour threshold for determining overtime eligibility is
2 based on the accumulation of regular hours paid. Temporary employees are not eligible for
3 compensatory time. The workweek is defined as Sunday through Saturday.

4 **5.7. Call-out** - A minimum of four (4) hours at the overtime rate shall be paid for each call-
5 out. Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at
6 the overtime rate. A call-out is defined as that circumstance when an employee, having completed
7 the assigned shift and departed the premises, is requested by the Court to return to work. The
8 provisions of this Section shall not apply to meeting and training sessions requiring a return to work.

9 **5.7.1. Mandatory Meetings/Training** - Employees required by the County or the Court to
10 attend meetings/training during their time off from work will receive at least two hours of pay.
11 Should the meetings/training extend beyond two (2) hours, employees will receive pay for the actual
12 time attending the meetings/training. If employees are required to attend meetings/training on
13 Saturday or Sunday, they will be paid at the overtime rate of pay with a minimum of two (2) hours
14 paid.

15 **5.8. Work Out-of-Classification** - Employees who perform the preponderance of work
16 outside of their normal classification where the pay range is greater than their current classification
17 will receive a five percent (5%) increase or Step 1 of the new classification, whichever is greater.

18 **5.9. Mileage** - All employees who have been authorized to use their own transportation on
19 Court business shall be reimbursed at the IRS rate.

20 **5.10. Personal Property** - Employees whose personal property is damaged during the
21 performance of their duties shall have same repaired or replaced at County expense; provided, that
22 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
23 necessary to process claims covered under this Section will be initiated by the Court with due speed
24 upon receipt of the claim from the employee.

1 **ARTICLE 6: MEDICAL, DENTAL AND LIFE PLAN**

2 The County will provide medical, dental, life, disability, and vision benefits for regular, term-
3 limited temporary and probationary employees and their eligible dependents as determined by the
4 Labor-Management Insurance Committee or its successor.

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1 **ARTICLE 7: HOLIDAYS**

2 **7.1. Celebrated Holidays** - All regular, term-limited temporary and probationary employees
3 who work a full-time schedule shall be granted the following holidays with pay:

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<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1 st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25 th

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17 and any day as declared by the president or governor and as approved by the Council.

18 A. Whenever a holiday falls upon a Saturday it shall be observed on the preceding
19 Friday and when a holiday falls on a Sunday it shall be observed on the following Monday.

20 B. Holidays paid for but not worked shall be recognized as time worked for the
21 purpose of determining weekly overtime.

22 C. Employees working multiple shifts will observe holidays only on the dates and
23 days specified under Section 7.1., "Date Celebrated."

24 **7.2. Personal Holidays** - Regular, term-limited temporary and probationary employees shall
25 receive two (2) personal holidays to be administered through the vacation plan. One (1) day shall be
26 accrued on the first of October and one (1) day shall be accrued on the first of November of each year.
27 These days may be used in the same manner as any vacation day earned.

28 **7.3. Part-time Employees** - Employees eligible for holidays who work a part-time schedule

1 receive paid holidays prorated based on their workweek schedule.

2 **7.4. Holiday Compensation**

3 A. Full-time employees who are eligible for holiday pay shall receive time and one-
4 half (1-1/2) the regular rate of pay for all hours worked on a holiday listed in Section 7.1. above. This
5 holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)
6 straight time hours of holiday pay. Employees who do not work the holiday shall either receive an
7 additional day's pay or shall at their option receive a substitute holiday, use of which must be
8 scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be
9 compensated for in cash.

10 B. Part-time employees who are eligible for holiday pay and work on a holiday shall
11 be paid time and one-half (1-1/2) the regular rate of pay for the actual hours worked. In addition, the
12 employees shall receive holiday pay for holidays which fall on regularly scheduled working days and
13 the holiday pay shall be pro-rated based on the employees regularly scheduled working hours.
14 Employees will not be compensated for holidays falling on days which they are not regularly
15 scheduled to work.

ARTICLE 8: VACATIONS

8.1. Vacation Schedule for Employees Hired after July 10, 1996 - Regular, term-limited temporary and probationary employees who work a full-time schedule hired after July 10, 1996 shall accrue vacation leave benefits as described in the following table:

Full Years of Service	Equivalent/ Pro-Rated days (7.2 hours/day)
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	30
and beyond	

8.2. Vacation Schedule for Employees Hired on or before July 10, 1996 - Regular employees hired on or before July 10, 1996 in the former DYS shall accrue vacation leave benefits as described in the following table:

Vacation Accrual Schedules				
Employees hired on or before July 10, 1996 in the Department of Youth Services				
Beginning Years of Active Service	Annual Leave in Days Per Year (** 7.2 Hour/Days)	Annual Leave in Hours	Accrual Rate Per Pay Day 78 Hrs. Semi-monthly Schedule	Hourly Accrual Rate (78 hrs. Semi-monthly Schedule)
Upon hire through 12 mos.	12**	86.40	3.60	0.0462
Beginning of year 2	12**	86.40	3.60	0.0462
Beginning of year 3	12**	86.40	3.60	0.0462
Beginning of year 4	15	120.00	5.00	0.0642
Beginning of year 5	15	120.00	5.00	0.0642
Beginning of year 6	15	120.00	5.00	0.0642
Beginning of year 7	15	120.00	5.00	0.0642
Beginning of year 8	15	120.00	5.00	0.0642
Beginning of year 9	15	120.00	5.00	0.0642
Beginning of year 10	15	120.00	5.00	0.0642
Beginning of year 11	20**	144.00	6.00	0.0770
Beginning of year 12	20**	144.00	6.00	0.0770
Beginning of year 13	20	160.08	6.67	0.0856
Beginning of year 14	20	160.08	6.67	0.0856
Beginning of year 15	20	160.08	6.67	0.0856
Beginning of year 16	20	160.08	6.67	0.0856
Beginning of year 17	20	160.08	6.67	0.0856
Beginning of year 18	20	160.08	6.67	0.0856
Beginning of year 19	23**	165.60	6.90	0.0885
Beginning of year 20	24**	172.80	7.20	0.0924
Beginning of year 21	25**	180.00	7.50	0.0962
Beginning of year 22	26**	187.20	7.80	0.1001
Beginning of year 23	27**	194.40	8.10	0.1039
Beginning of year 24	28**	201.60	8.40	0.1078
Beginning of year 25	29**	208.80	8.70	0.1116
Beginning of year 26	30**	216.00	9.00	0.1154
Maximum Vacation Balance allowable is 60 days				
(Sick Leave is accrued on each paycheck at the rate of:				
.04616 hrs. for each compensated hour, i.e., 3.6 hrs./semi-monthly (7.2 hrs./mo.)				

8.3. Part-time Employees - Employees eligible for vacation leave who work a part-time schedule shall accrue vacation leave in accordance with the leave schedules set forth in Sections 8.1.

1 or 8.2. depending on the date of hire; provided, however, such accrual rates shall be prorated to reflect
2 his/her normally scheduled workweek.

3 **8.4.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire.
4 Employees may accrue vacation leave each pay period which may not be used until earned.

5 **8.5.** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation
6 leave until they have successfully completed their first six (6) months of service in a paid leave
7 eligible position. Employees leaving employment prior to successfully completing their first six (6)
8 months of service shall forfeit and not be paid for accrued vacation leave.

9 **8.6.** Employees eligible for vacation leave shall be paid for accrued vacation leave to their
10 date of separation up to the maximum accrual amount if they have successfully completed their first
11 six (6) months of service in a paid leave eligible position. Payment shall be the accrued vacation
12 leave multiplied by the employee's rate of pay in effect upon the date of leaving employment less
13 mandatory withholdings.

14 **8.7.** Employees eligible for vacation leave may accrue up to sixty (60) days vacation
15 calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two
16 (432) hours. Employees eligible for vacation leave shall use vacation leave beyond the maximum
17 accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the
18 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount
19 unless the director/designee has approved a carryover of such vacation leave because of cyclical
20 workloads, work assignments or other reasons as may be in the best interests of the Court.

21 **8.8.** In cases of separation from employment by death of an employee with accrued vacation
22 leave and who has successfully completed his/her first six (6) months of service in a paid leave
23 eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made
24 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

25 **8.9.** If a regular employee eligible for vacation leave resigns or is laid off and subsequently
26 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the
27 employee's prior service shall be counted in determining the vacation leave accrual rate under
28 Sections 8.1. or 8.2., as applicable.

1 **8.10.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of the
2 manager/designee.

3 **8.11.** Employees who are in a probationary period as a result of promotion shall be entitled to
4 use vacation time accrued in their prior position while they are in a probationary status in their new
5 position subject to the approval of the manager/designee.

6 **8.12.** The Court is responsible for the scheduling of vacation leave.
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1 **ARTICLE 9: SICK LEAVE**

2 9.1. Regular, term-limited temporary and probationary employees shall accrue sick leave
3 benefits at the rate of 0.04616 for each hour in regular pay status excluding overtime up to a
4 maximum of eight (8) hours per month. Sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned.

7 9.2. During the first six (6) months of service in a paid leave eligible position, employees
8 eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of vacation
9 leave as an extension of sick leave. If an employee does not work a full six (6) months, any vacation
10 leave used for sick leave must be reimbursed to the County upon termination.

11 9.3. There shall be no limit to the hours of sick leave benefits accrued by an eligible
12 employee. Sick leave may be used in quarter (1/4) hour increments.

13 9.4. The Court is responsible for the proper administration of the sick leave benefit.

14 9.5. Separation from or termination of employment except by reason of retirement or layoff
15 due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as
16 of the date of separation or termination. Should a regular employee resign or be laid off and return to
17 regular employment within two (2) years, accrued sick leave shall be restored.

18 9.6. Regular employees who have successfully completed at least five (5) years of benefit
19 eligible service and who retire as a result of length of service or who terminate by reason of death
20 shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount
21 equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the
22 employee's rate of pay in effect upon the date of leaving employment less mandatory withholdings.

23 9.7. **Leave Without Pay** - An employee must use all of his/her sick leave before taking any
24 unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers
25 compensation program, then the employee has the option to augment or not augment time loss
26 payments with the use of accrued sick leave.

27 9.8. Accrued sick leave will be used for the following reasons:

28 A. The employee's bona fide illness; provided, that an employee who suffers an

1 occupational illness may not simultaneously collect sick leave and worker's compensation payments
2 in a total amount greater than the net regular pay of the employee;

3 **B.** The employee's incapacitating injury, provided that:

4 1. An employee injured on the job may not simultaneously collect sick leave
5 and worker's compensation payments in a total amount greater than the net regular pay of the
6 employee; though an employee who chooses not to augment his/her worker's compensation time loss
7 pay through the use of sick leave will be deemed on unpaid leave status;

8 2. An employee who chooses to augment workers compensation payments
9 with the use of accrued sick leave will notify the workers compensation office in writing at the
10 beginning of the leave;

11 3. An employee may not collect sick leave and worker's compensation time
12 loss payments for physical incapacity due to any injury or occupational illness which is directly
13 traceable to employment other than with the County.

14 **C.** Exposure to contagious diseases and resulting quarantine.

15 **D.** A female employee's temporary disability caused by or contributed to by
16 pregnancy and childbirth.

17 **E.** The employee's medical, ocular or dental appointments, provided that the
18 employee's manager/designee has approved the scheduling of sick leave for such appointments.

19 **F.** To care for the employee's eligible child if the child has an illness or health
20 condition which requires treatment or supervision from the employee;

21 **G.** To care for other family members, if:

22 1. The employee has been employed for twelve (12) months or more and has
23 worked a minimum of nine hundred and thirty-six (936) hours in the preceding twelve (12) months,

24 2. The family member is the employee's spouse or domestic partner, the
25 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
26 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
27 employee, the employee's spouse or domestic partner; and,

28 3. The reason for the leave is one of the following:

1 a. The birth of a son or daughter and care of the newborn child, or
2 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
3 within twelve (12) months of the birth, adoption or placement;

4 b. The care of the employee's child or child of the employee's spouse
5 or domestic partner whose illness or health condition requires treatment or supervision by the
6 employee; or

7 c. Care of a family member who suffers from a serious health
8 condition.

9 **H.** Leave eligible employees who do not qualify for use of sick leave as provided
10 under Section 9.8.G. can use sick leave in the maximum amount of three (3) days per calendar year
11 when an employee is required to care for an immediate family member who suffers from a serious
12 health condition.

13 **9.9. Medical and Family Leave** - An employee may take a total of up to eighteen (18)
14 workweeks of unpaid leave for his/her own serious health condition, and for family reasons as
15 provided in Sections 9.8.F. and 9.8.G. combined, within a twelve (12) month period. The leave may
16 be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial
17 days as needed. Intermittent leave is subject to the following conditions:

18 **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child
19 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
20 only if authorized by the employee's manager/designee.

21 **B. Reduced Schedules** - An employee make take leave intermittently or on a reduced
22 schedule when medically necessary due to a serious health condition of the employee or family
23 member of the employee; and

24 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
25 reduced leave schedule under Section 9.9.B. that is foreseeable based on planned medical treatment,
26 the manager/designee may require the employee to transfer temporarily to an available alternative
27 position for which the employee is qualified and that has equivalent pay and benefits and that better
28 accommodates recurring periods of leave than the regular position of the employee.

1 **9.9.1. Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18)
2 workweek family medical leave entitlement.

3 **9.9.2. Insurance Premiums** - The County will continue its contribution toward health care
4 during any unpaid leave taken under Section 9.9.

5 **9.9.3. Return to Work from Unpaid Leave** - An employee who returns from unpaid family
6 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

7 A. The same position he/she held when the leave commenced; or

8 B. A position with equivalent status, benefits, pay and other terms and conditions of
9 employment; and

10 C. The same seniority accrued before the date on which the leave commenced.

11 **9.9.4. Failure to Return to Work** - Failure to return to work by the expiration date of the
12 leave of absence may be cause for removal and result in termination of the employee.

13 **9.10. Provider Certification** - Verification from a licensed health care provider may be
14 reasonably required to substantiate the health condition of the employee or family member for leave
15 requests.

16 **9.11. Definition of Child** - For purposes of this Article, a child means a biological, adopted
17 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
18 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable
19 of self care because of mental or physical disability.

1 **ARTICLE 10: GENERAL LEAVES**

2 **10.1. Donation of Leaves** - An employee eligible for paid leaves may donate a portion of
3 his/her accrued leaves to a leave accrual eligible employee. Court employees may transfer up to
4 thirty-five (35) vacation and thirty-five (35) sick leave hours in a calendar year to another Court
5 employee under the following conditions:

6 **A. Vacation Leave Hours.** Both the donor and the donee must have completed one
7 year of service as a regular employee, the donation must be used within ninety (90) days, and donated
8 hours that are not used within ninety (90) days will revert to the donor. The transfer must be approved
9 by the Chief Administrative Officer. The donor may not receive any compensation for such donation.

10 **B. Sick Leave Hours.** The donor's sick leave balance must equal one hundred (100)
11 hours or more after the deduction of the donation and the donee must have at least six (6) months of
12 service. The transfer must have the approval of the Chief Administrative Officer. The donor may not
13 receive any compensation for such donation. Donated sick leave must be used within ninety (90)
14 calendar days of the date of the donation. Donated hours that are not used within ninety (90) days
15 will revert to the donating employee. Donated sick leave is excluded from sick leave payoff
16 provisions.

17 **10.1.1.** Donated vacation and sick leave hours will be converted to dollar value based on the
18 donating employee's regular hourly rate at the time of the donation. This amount will then be divided
19 by the receiving employee's salary to determine the actual number of hours received. Unused donated
20 annual leave and sick leave will be reconverted based on the donating employee's regular hourly rate
21 at the time of the reversion.

22 **10.2. Organ Donor Leave** - The manager/designee shall allow employees eligible for paid
23 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
24 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days
25 paid leave, which shall not be charged to sick or vacation leaves.

26 **10.3. Bereavement Leave**

27 **A.** Employees eligible for paid leaves shall be entitled to three (3) working days of
28 paid bereavement per occurrence, due to death of members of their immediate family.

1 **B.** Employees eligible to accrue paid leaves who have exhausted their bereavement
2 leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death
3 occurs to a member of the employee's immediate family.

4 **C.** In cases of family care where no sick leave benefit exists, the employee may
5 request vacation leave or may be granted leave without pay.

6 **D.** In the application of any of the foregoing provisions, when a holiday or regular day
7 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
8 leave account nor bereavement leave credit.

9 **E.** For the purposes of this Section, a member of the immediate family is as follows:
10 spouse, domestic partner, grandparent, parent, child, sibling, grandchild of the employee, employee's
11 spouse or employee's domestic partner.

12 **10.4. Leave – Examinations** - Employees eligible for paid leaves shall be entitled to
13 necessary time off with pay for the purpose of participating in County or Court qualifying or
14 promotional examinations. This shall include time required to complete any required interviews.

15 **10.5. Jury Duty** - Employees eligible for paid leaves who are ordered on a jury shall be
16 entitled to their regular pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
17 with the County.

18 **10.6. School Volunteer** - Employees eligible for paid leaves shall be allowed the use of up to
19 three (3) days of sick leave each year to allow employees to perform volunteer services at the school
20 attended by the employee's child.

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1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 11.1. The County and the Union recognize the importance and desirability of settling
3 grievances promptly and fairly in the interest of good employee relations and morale and to this end
4 the following procedure is outlined. Employees will be unimpeded and free from restraint,
5 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

6 **11.2. Grievance Definition** - An issue raised by an employee, the Union or the Local relating
7 to the application of wages and wage-related matters as set forth in this agreement.

8 11.3. A grievance must be presented within fifteen (15) calendar days after the occurrence of
9 the incident that gave rise to such grievance. Employees have the right to union representation at all
10 levels of the grievance process.

11 **11.4. Grievance Procedure**

12 **A. Step 1.** A grievance relating to wages or wage-related matters shall be presented
13 in writing to the appropriate Court director/designee. The Court director/designee shall meet with the
14 employee and the Union representative to gain all relevant facts and shall attempt to resolve the
15 matter and notify the Union and the County within thirty (30) calendar days following receipt of the
16 grievance.

17 **B. Step 2.** If the decision of the Court director/designee has not resolved the
18 grievance, the grievance may be presented in writing to the King County Labor Negotiator/designee
19 within twenty-one (21) calendar days following the Step 1 response. The Labor Negotiator/designee
20 shall meet with the employee and Union representative to gain all relevant facts and shall attempt to
21 settle the dispute. The Labor Negotiator/designee will notify the employee and the Union in writing
22 within fifteen (15) calendar days following the meeting of his/her decision.

23 **11.5. Arbitration** - Failing resolution at Step 2 of the grievance process, the Union may
24 request arbitration within thirty (30) calendar days of the conclusion of Step 2 specifying the exact
25 question which it wishes to arbitrate. The County and Union shall select a third disinterested party to
26 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, an arbitrator
27 will be selected from a list supplied by PERC or FMCS, whichever source is mutually acceptable.
28 The arbitrator will be selected from the list by both the County and the Union representatives. The

1 party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a
 2 decision as soon as possible after the case is heard. The arbitrator shall be final and binding on both
 3 parties.

4 A. The arbitrator shall have no power to change, alter, detract from or add to the
 5 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
 6 this Agreement in reaching a decision.

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

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

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

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

14 **11.6. Mediation**

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

20 **B. Grievance** - After a grievance is initially filed, the following Alternative Dispute
 21 Resolution (ADR) process may be followed, with mutual consent.

22 1. A meeting will be arranged by the County and Union Representatives.

23 2. The meeting will include a mediator(s) and the affected parties.

24 (a) The parties may mutually agree to other participants such as subject
 25 matter experts.

26 3. The parties will meet at mutually agreeable times to attempt to resolve the
 27 matter.

28 4. If the matter is resolved, the grievance will be withdrawn.

- 1 5. If the matter is not resolved, the grievance may continue through the
- 2 grievance process with thirty (30) days written notice following conclusion
- 3 of the mediation process.
- 4 6. The moving party can initiate the next step in the grievance process at the
- 5 appropriate times, irrespective of this process.
- 6 7. Offers to settle and aspects of settlement discussions will not be used as
- 7 evidence or referred to if the grievance is not resolved by this process.

8 This section does not supersede or preclude any use of grievance mediation later in the

9 grievance process.

10 11.7. Time limits set forth in this Article may be extended by mutual agreement in writing.

11 11.8. Grievances shall be heard during normal working hours unless stipulated otherwise by

12 the parties.

1 **ARTICLE 12: SAVINGS CLAUSE**

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

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1 **ARTICLE 13: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and shall be in effect
4 January 1, 2001 through December 31, 2003.

5
6 APPROVED this _____ day of _____, 2002

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10 By _____
11 King County Executive

12
13 UNION:

14
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16 _____
17 John Cole, Director for Staff Services
18 Washington State Council of County and City Employees

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21 LOCAL:

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24 _____
25 Diana Barden, President, Local 2084SC
26 Washington State Council of County and City Employees

**MEMORANDUM OF AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC (Superior Court)**

Subject: 2000 Cost of Living

Effective January 1, 2000, the County agrees to increase wage rates for the classifications listed under Addendum A of the Agreement by 2.52%. Current and retired county employees who were employed by the Superior Court during the year 2000 will receive wages retroactively adjusted to reflect the increase to the wage rates as provided herein. This agreement is conditioned on the bargaining unit ratifying the County's last-best-final offer.

For King County:

King County Executive

Date

For the Union:

John F. Cole, Assistant Director for Staff Services
Washington State Council of County and City Employees, Council 2, AFSCME

Date

For the Local:

Diana Barden-Prenguber, President
Washington State Council of County and City Employees, Council 2, Local
2084-SC, Juvenile Probation Counselor, Youth Services, Court Services

Date

**MEMORANDUM OF AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC (Superior Court)**

Subject: 2001 through 2003 County Agreement

The cost-of-living provision under Section 5.3 of the 2001 through 2003 Agreement is the only provision of the Agreement that is retroactive. All other provisions of the Agreement will be implemented when administratively feasible following ratification of the Agreement. Only employees who are employed by the Superior Court at the time the Agreement is ratified by the bargaining unit, current county employees and county employees who have retired since January 1, 2001 will receive the retroactive cost-of-living adjustment to their wages for the time they have been employed by the Superior Court since January 1, 2001. This agreement is conditioned on the bargaining unit ratifying the County's last-best-final offer.

For King County:

King County Executive

Date

For the Union:

John F. Cole, Assistant Director for Staff Services
Washington State Council of County and City Employees, Council 2, AFSCME

Date

For the Local:

Diana Barden-Preguber, President
Washington State Council of County and City Employees, Council 2, Local
2084-SC, Juvenile Probation Counselor, Youth Services, Court Services

Date

**MEMORANDUM OF AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC (Superior Court)**

Subject: Signing Bonus

The County will pay to each member of the 2084SC bargaining unit a signing bonus of seven hundred dollars (\$700.00), less required withholdings; provided, both the County's and Superior Court's last-best-final offers are ratified by the bargaining unit in its first ratification vote. Only those employees who are employed by the Superior Court on the date both contracts are ratified will receive the bonus.

For King County:

King County Executive

Date

For the Union:

John F. Cole, Assistant Director for Staff Services
Washington State Council of County and City Employees, Council 2, AFSCME

Date

For the Local:

Diana Barden-Prenguber, President
Washington State Council of County and City Employees, Council 2, Local
2084-SC, Juvenile Probation Counselor, Youth Services, Court Services

Date

**MEMORANDUM OF AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC (Superior Court)**

Subject: Wage Range Increase

The County will increase the wage range for the classifications of Lead Juvenile Probation Counselor from range 55 to range 56 and Juvenile Probation Counselor from range 53 to range 54 effective January 1, 2003; provided, that both the County's and Superior Court's last-best-final offers are ratified by the bargaining unit. Employees will remain on their wage step when the new wage ranges go into effect on January 1, 2003.

For King County:

King County Executive

Date

For the Union:

John F. Cole, Assistant Director for Staff Services
Washington State Council of County and City Employees, Council 2, AFSCME

Date

For the Local:

Diana Barden-Prenguber, President
Washington State Council of County and City Employees, Council 2, Local
2084-SC, Juvenile Probation Counselor, Youth Services, Court Services

Date

**WSCCCE, LOCAL 2084SC
SUPERIOR COURT
Wage Addendum A**

New Class Code	Classification	Range *
4200100	Administrative Office Assistant	29
4201100	Administrative Specialist I	33
4201200	Administrative Specialist II	37
4201300	Administrative Specialist III	41
2441200	Project/Program Manager II	57
2441300	Project/Program Manager III	60
4101200	Fiscal Specialist II	38
	Fiscal Specialist IV	47
5210200	Community Surveillance Officer	45
6213100	Juvenile Probation Counselor	53
6213200	Juvenile Probation Counselor - Lead	55
	Social Services Coordinator	55
5243100	Youth Training Specialist	45

* Employees hourly rate will be that rate represented on the King County Standardized Salary Schedule using the 40 hour rate line. Salaries are calculated using that 40 hour rate line multiplied by the number of hours actually worked.