



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**August 27, 2002**

**Ordinance 14455**

**Proposed No.** 2002-0356.1

**Sponsors** Constantine, Pullen and Phillips

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 - wages)  
5 representing employees in the King County district court;  
6 and establishing the effective date of said agreement.

7  
8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2002, through and including December 31, 2004.

16


Ordinance 14455 was introduced on 8/19/2002 and passed by the Metropolitan King  
County Council on 8/26/2002, by the following vote:

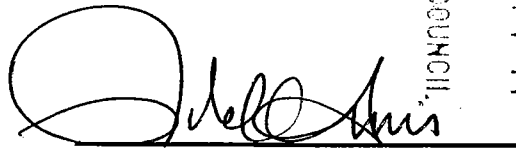
Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,  
Ms. Hague, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 4 day of September 2002.   
Ron Sims, County Executive

RECEIVED  
2002 SEP - 6 PM 1:11  
KING COUNTY COUNCIL  
CLERK

**Attachments**            A. Agreement between King County and Washington State Council of County and  
City Employees, AFSCME, AFL-CIO Local 21-DC District Court Employees on  
Wages January 1, 2002 through December 31, 2004, B. Addendum A Wage Rates  
January 1, 2002

**AGREEMENT BETWEEN KING COUNTY**

**AND**

**WASHINGTON STATE COUNCIL OF**

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

**LOCAL 21-DC**

**DISTRICT COURT EMPLOYEES**

**ON WAGES**

**January 1, 2002 through December 31, 2004**

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

ARTICLE 1: PURPOSE.....	1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP .....	2
ARTICLE 3: RIGHTS OF MANAGEMENT .....	3
ARTICLE 4: WAGE RATES.....	4
ARTICLE 5: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS.....	7
ARTICLE 6: GRIEVANCE PROCEDURE.....	8
ARTICLE 7: HOLIDAYS .....	10
ARTICLE 8: SICK LEAVE .....	11
ARTICLE 9: VACATIONS .....	14
ARTICLE 10: SAVINGS CLAUSE.....	16
ARTICLE 11: WAIVER CLAUSE.....	17
ARTICLE 12: MISCELLANEOUS .....	18
ARTICLE 13: DURATION.....	19
MEMORANDUM OF UNDERSTANDING (Performance Pay).....	20

1                   **AGREEMENT BETWEEN KING COUNTY**

2                                   **AND**

3                   **WASHINGTON STATE COUNCIL OF**

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

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

6                                   **PREAMBLE**

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

12  
13               **ARTICLE 1: PURPOSE**

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

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

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

7           **Section 2. Dues Deduction.** Upon receipt of written authorization individually signed by a  
8 bargaining unit employee, the County shall have deducted from the pay of such employee, the amount  
9 of dues (or agency fees, or donation to non religious charities as outlined in the collective bargaining  
10 agreement between Local 21 DC and the District Court, Article 1) as certified by the business  
11 manager 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 Addendum

3 A.

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

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

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

- 26 1). Fluent in approved Foreign Language/Signing 1 Step  
 27 2). Alcohol/Drug Certified/Qualified 1 Step  
 28

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

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

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

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

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

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

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

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

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

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

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

27           **Section 2.** Effective January 1, 2002, wage rates in effect on December 31, 2001 will be  
28 increased by 90% of the CPI-W All Cities Index, September 2000-September 2001 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, 2001 nor less than 2.0%.

3 **Section 3.** Effective January 1, 2003, wage rates in effect on December 31, 2002 will be  
4 increased by 90% of the CPI-W All Cities Index, September 2001-September 2002 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, 2002 nor less than 2.0%.

7 **Section 4.** Effective January 1, 2004, wage rates in effect on December 31, 2003 shall be  
8 increased by 90% of the CPI-W All Cities Index, September 2002-September 2003 base year;  
9 provided however, that the amount produced by the application of the foregoing shall not be greater  
10 than 6.0% of said wages in effect on December 31, 2003, nor less than 2%.

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

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

18 **Section 7. Out of Class Pay.** An employee who is temporarily assigned in writing to  
19 function in a higher classification for three (3) consecutive working days or more shall be paid five  
20 percent (5%) above the employee's regular rate of pay. If the employee performs overtime work in  
21 the higher classification, the overtime calculation shall be calculated on the out-of-class rate. When  
22 an out-of-class assignment is expected to continue for more than ten (10) workdays, the employees  
23 will be temporarily upgraded. Employees shall be considered assigned to function in a higher  
24 classification for any assigned responsibility for training employees. The minimum assignment for  
25 purposes of training shall be one (1) day. Assignment of this training responsibility shall be as  
26 determined by the court.

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.

1 **ARTICLE 6: GRIEVANCE PROCEDURE**

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

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

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

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

16 **Section 3. Procedure.**

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

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

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

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

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

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

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

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

1 **ARTICLE 7: HOLIDAYS**

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

4

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

15

16 and any day designated by public proclamation of the chief executive of the state as a legal holiday.  
17 In addition, all employees shall be granted two personal holidays to be administered through the  
18 vacation plan. The first holiday shall accrue to all eligible employees employed by King County on  
19 the first of October and the second holiday shall accrue to all eligible employees employed on the first  
20 of November.

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

25  
26  
27  
28

1 **ARTICLE 8: SICK LEAVE**

2       **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at a  
3 monthly rate equal to .04615 hours for each hour in pay status exclusive of overtime; except that sick  
4 leave shall not begin to accrue until the first of the month following the month in which the employee  
5 commenced employment. The employee is not entitled to sick leave if not previously earned.

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

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

9       **Section 4.** 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       **Section 7.** Employees are eligible for payment on account of illness for the following  
21 reasons:

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

28       **Section 8.** Sick leave because of an employee's physical incapacity shall not be approved

1 where the injury is directly traceable to employment other than with the County.

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

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

8       **Section 11.** Employees may use accrued sick leave to care for their child under the age of  
9 eighteen (18) who suffers from a health condition that requires medical treatment or supervision. For  
10 purposes of this section, "child" means the natural or adoptive child of the employee or the  
11 employee's spouse, or any child under the employee's legal guardianship, legal custody or foster care.  
12 Employees are eligible to use sick leave on account of their child's suffering any of the conditions  
13 listed in Section 8. Verification of the child's health condition from a licensed physician may be  
14 required for any requested sick leave absence used to care for a child.

15       **Section 12. Bereavement Leave**

16           **a.** Regular full-time employees shall be entitled to three (3) working days of  
17 bereavement leave a 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 or marriage as  
19 follows: grandparents, parents, spouse, siblings, children, legally adopted children and any persons  
20 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 13. Family Medical Leave Act:** Family medical leave shall be provided in  
6 accordance with the King County Code, 3.12.220.

7 **Section 14.** 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.**

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

<b>Full Years of Service</b>	<b>Annual Leave in Days</b>
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

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

27 **Section 3.** Full-time regular employees may accrue up to sixty (60) days vacation leave, or  
28

1 420 hours maximum. Part-time regular employees may accrue vacation leave up to sixty (60) days  
2 prorated (or 420 hours prorated maximum) to reflect their normally scheduled workweek.

3 **Section 4.** Vacation benefits for regular part-time employees will be established based upon  
4 the ratio of hours actually worked (less overtime) to a standard work year.

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

7 **Section 6.** Vacation may be used in half hour (1/2) increments at the discretion of the  
8 department director or appointed designee.

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

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

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

25 **Section 10.** Employees may transfer vacation hours as provided in King County Code  
26 3.12.223 (A).

**ARTICLE 10: SAVINGS CLAUSE**

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

**ARTICLE 11: WAIVER CLAUSE**

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

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 January 1, 2002 and shall remain in effect  
3 until December 31, 2004, except where specific provisions in this Agreement state a different  
4 effective date for that provision.

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

9

10 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2002

11

12

13

14

By \_\_\_\_\_

15

King County Executive

16

17 SIGNATORY ORGANIZATION:

18

19

20

21 Patti Kohler, President

22

LOCAL 21-DC

23

24

25

26

27 Rob M. Sprague, Staff Representative

28

WSCCCE, AFSCME, AFL-CIO

**MEMORANDUM OF UNDERSTANDING**

1

2

3 **Performance Pay.** The parties agree that, in recognition of exceptional performance, the

4 Court may grant a one-time yearly payment entitled "performance pay". The parties further agree that

5 such payment shall be subject to the availability of funds and shall not be automatic. One of the

6 purposes of this pay premium shall be to recognize the performance of those employees at the

7 maximum step of their salary range. The parties further agree that the Labor-Management Committee

8 shall develop the process for awarding performance pay during the term of this Agreement.

9 Following the Committee's work, the parties shall enter into a Memorandum of Understanding

10 detailing the performance pay provisions.

11 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2002

12

13

14 By \_\_\_\_\_

15 King County Executive

16

17 SIGNATORY ORGANIZATION:

18

19

20

21 \_\_\_\_\_

22 Patti Kohler, President

23 LOCAL 21-DC

24

25

26 \_\_\_\_\_

27 Rob M. Sprague, Staff Representative

28 WSCCCE, AFSCME, AFL-CIO

# Addendum A Wage Rates

January 1, 2002

## 14455 ATTACHMENT B

Job Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Probation Secretary	\$15.4272	\$16.1697	\$16.5599	\$16.9599	\$17.3698	\$17.7901	\$18.2203	\$18.6621	\$19.1142	\$19.5782
Compliance Clerk	\$15.4272	\$16.1697	\$16.5599	\$16.9599	\$17.3698	\$17.7901	\$18.2203	\$18.6621	\$19.1142	\$19.5782
District Court Clerk	\$15.7985	\$16.5599	\$16.9599	\$17.3698	\$17.7901	\$18.2203	\$18.6621	\$19.1142	\$19.5782	\$20.0534
Probation Branch Office Manager	\$16.1790	\$16.9599	\$17.3698	\$17.7901	\$18.2203	\$18.6621	\$19.1142	\$19.5782	\$20.0534	\$20.5409
Probation Compliance Coordinator	\$16.1790	\$16.9599	\$17.3698	\$17.7901	\$18.2203	\$18.6621	\$19.1142	\$19.5782	\$20.0534	\$20.5409
Probation Case Manager	\$17.8004	\$18.6621	\$19.1142	\$19.5782	\$20.0534	\$20.5409	\$21.0402	\$21.5521	\$22.0767	\$22.6141
Probation Officer	\$23.1790	\$24.3102	\$24.9038	\$25.5121	\$26.1355	\$26.7751	\$27.4306	\$28.1017	\$28.7903	\$29.4960
Volunteer Coordinator	\$23.1790	\$24.3102	\$24.9038	\$25.5121	\$26.1355	\$26.7751	\$27.4306	\$28.1017	\$28.7903	\$29.4960
Mental Health Specialist	\$25.5271	\$26.7751	\$27.4306	\$28.1017	\$28.7903	\$29.4960	\$30.2195	\$30.9610	\$31.7204	\$32.4933