



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 19, 2002**

**Ordinance 14510**

**Proposed No.** 2002-0551.1

**Sponsors** Constantine

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement and five 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-S (Superior Court Supervisors - Wages  
6 Only) 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 and five memoranda of  
12 agreement negotiated between King County and Washington State Council of County  
13 and City Employees, Council 2, Local 2084SC-S (Superior Court Supervisors - Wages  
14 Only) representing employees in the superior court and attached hereto is hereby  
15 approved and adopted by this reference made a part hereof.

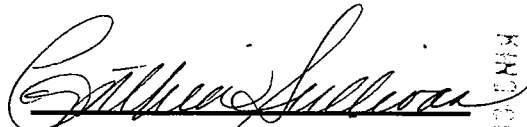
16                    SECTION 2. Terms and conditions of said agreement shall be effective from  
17                    January 1, 2001, through and including December 31, 2003.

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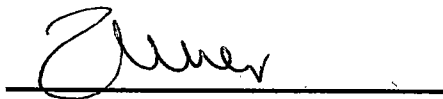
Ordinance 14510 was introduced on 11/12/2002 and passed by the Metropolitan King  
County Council on 11/18/2002, by the following vote:

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

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

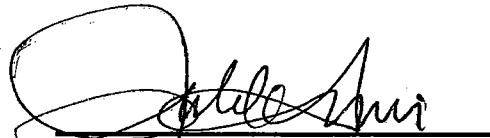
ATTEST:



Anne Noris, Clerk of the Council

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CLERK  
KING COUNTY COUNCIL

APPROVED this 25 day of November, 2002.

  
Ron Sims, County Executive

**Attachments**

A. Agreement between King County and Washington State Council of County and  
City Employees Local 2084C-S (Superior Court Supervisors), B. Appendix A



1 **AGREEMENT BETWEEN**

2 **KING COUNTY**

3 **AND**

4 **WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**

5 **LOCAL 2084SC-S (Superior Court Supervisors)**

6  
7 **PREAMBLE**

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

14  
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 related to the provisions herein, are not within the legal authority of the County  
21 to negotiate and are not covered by the terms of this Agreement.

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 those employees, excluding confidential and non-supervisory  
4 employees, in the classifications and work units listed under the attached wage addendum. The  
5 bargaining unit description can be found under Public Employment Relations Commission Decision  
6 7397 (PECB, 2001).

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

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

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

23           **2.5. Indemnification** - The Union will indemnify, defend and hold the County harmless  
24 against any claims made and against any suit instituted against the County on account of action taken  
25 or not taken by the County relative to any check-off of dues for the Union. The Union agrees to  
26 refund to the County any amounts paid to it in error on account of the check-off provision upon  
27 presentation or proper evidence thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT**

2           **3.1. Rights of the Court** - The management of the Court and the direction of the work force  
3 is vested exclusively in the Court.

4           **3.2. Rights of the County** - The County has the right to determine and establish wages and  
5 wage-related matters, such as wage rates for classifications and employees, the kinds and levels of  
6 paid leaves and insured benefits, and how and when employees are compensated. All of the rights,  
7 functions, powers and authority of County not specifically abridged, delegated or modified by the  
8 Agreement are recognized by the Union as being retained by the County.

9           **3.3. Waiver and Complete Agreement** - The parties acknowledge that during the  
10 negotiations resulting in this Agreement each had the unlimited right and opportunity to make  
11 demands and proposals with respect to wages and wage-related matters and the agreements arrived at  
12 by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights  
13 and duties of both parties are specifically expressed in this Agreement and such expression is  
14 included herein. This Agreement constitutes the entire agreement between the parties and concludes  
15 collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend  
16 or supplement this Agreement at any time, and except for negotiations over a successor collective  
17 bargaining agreement.

1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

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

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1 **ARTICLE 5: WAGES**

2 **5.1. Pay Ranges** - Salary and wage rates for each classification are set forth in the Wage  
3 Addendum.

4 **5.2. Step Increases**

5 A. Upon successful completion of a six (6) month probationary period, regular  
6 employees working a full-time schedule shall advance to the next step in his/her classification wage  
7 range. If the probationary period is for one (1) year, the employee shall be advanced to the next step  
8 upon satisfactory completion of the first six (6) months of employment. Regular employees working  
9 a part-time schedule will receive step advances based on a pro-ration of the full-time schedule.

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

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

18 **5.4. Work Out-of-Classification** - Employees who work outside of their normal  
19 classification for thirty (30) consecutive calendar days or longer will receive a five percent (5%)  
20 increase or Step 1 of classification, whichever is greater.

21 **5.5. Mileage** - All employees who have been authorized to use their own transportation on  
22 Court business shall be reimbursed at the IRS rate.

23 **5.6. Personal Property** - Employees whose personal property is damaged during the  
24 performance of their duties shall have same repaired or replaced at County expense; provided, that  
25 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork  
26 necessary to process claims covered under this Section will be initiated by the Court with due speed  
27 upon receipt of the claim from the employee.



1           **5.7. Overtime** - Employees who are eligible for overtime, Screening Supervisor and  
2 Administrative Specialist IV, shall be paid at an overtime rate of time and one-half (1.5X) their  
3 regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour  
4 threshold for determining overtime eligibility is based on the accumulation of paid compensated  
5 hours during the workweek.

6           **5.7.1. Overtime Screeners** – Screening Supervisors will receive overtime after working eight  
7 (8) hours in a day and for all hours worked in excess of forty (40) hours per week. The forty (40)  
8 hours threshold for determining overtime eligibility is based on the accumulation of paid  
9 compensated hours during the workweek.

10           **5.8. Overtime for Temporary Employees** - Temporary employees who are eligible for  
11 overtime, Screening Supervisor and Administrative Specialist IV, shall be compensated at one and  
12 one-half times (1-1/2) the regular hourly rate of pay for all hours worked in excess of forty (40) hours  
13 in a work-week. The forty (40) hour threshold for determining overtime eligibility is based on the  
14 accumulation of regular hours paid. Temporary employees are not eligible for compensatory time.  
15 The workweek is defined as Sunday through Saturday.

16           **5.9. Compensatory Time** – A regular employee who is eligible for overtime may request and  
17 with the approval of the manager/designee may receive time off in lieu of overtime pay under the  
18 same conditions provided in Section 5.7.

19           **5.10. Call-out** - A minimum of four (4) hours at the overtime rate shall be paid for each call-  
20 out of an overtime eligible employee. Where such overtime exceeds four (4) hours, the actual hours  
21 worked shall be compensated at the overtime rate. A call-out is defined as that circumstance when an  
22 employee who is eligible for overtime, having completed the assigned shift and departed the  
23 premises, is requested by the Court to return to work. The provisions of this Section shall not apply  
24 to meeting and training sessions requiring a return to work.

25           **5.11. Mandatory Meetings/Training** – Employees who are eligible for overtime and who  
26 are required by the County or the Court to attend meetings/training during their time off from work  
27 will receive at least two hours of pay at the overtime rate. Should the meetings/training extend  
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1 beyond two (2) hours, employees will receive pay for the actual time attending the meetings/training  
2 paid at the overtime rate.

3 **5.12. Management Leave** – Employees in the classifications listed under Appendix A are  
4 employed in a bona fide executive, administrative or professional capacity and are in turn exempt  
5 from the overtime payments under the federal Fair Labor Standards Act (FLSA). The employees in  
6 those classifications, except those employees in the classifications of Screening Supervisor and  
7 Administrative Specialist IV who are eligible for overtime under this Agreement, shall be covered  
8 under the Court’s Administrative Guidelines for FLSA Exempt Employees and are expected to work  
9 the hours necessary to satisfactorily perform their jobs.

10 A. Regular employees, except those in the classifications of Screening Supervisor and  
11 Administrative Specialist IV, shall be eligible for management leave. Management leave shall be  
12 granted in addition to earned annual leave for those regular employees who are not eligible for  
13 overtime. The granting of up to ten (10) days of leave shall be based on the regular employee’s annual  
14 performance appraisal.

- 15 1. Outstanding – 10 days;
- 16 2. Exceeds Expectations – 7 days;
- 17 3. Meets Expectations – 4 days;
- 18 4. Needs Improvement – 2 days;
- 19 5. Unacceptable – 0 days.

20 B. Management leave shall be effective at the beginning of the calendar year  
21 following the performance appraisal and must be used in the calendar year for which it is given.  
22 Management Leave cannot be carried over to another year or cashed out.

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 1st                 |
| 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 4th                    |
| Labor Day                        | First Monday in September   |
| Veteran's Day                    | November 11th               |
| Thanksgiving Day                 | Fourth Thursday in November |
| Day after Thanksgiving           | Day Following Thanksgiving  |
| Christmas Day                    | December 25th               |

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

22 C. Holidays paid for but not worked shall be recognized as time worked for the  
23 purpose of determining weekly overtime.

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

1           **7.3. Part-time Scheduled Employees** - Employees eligible for holidays who work a part-  
2 time schedule receive paid holidays prorated based on their workday schedule.

3           **7.4. Holiday Compensation**

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

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

1 **ARTICLE 8: VACATIONS**

2 **8.1. Vacation Schedule for Employees Hired after July 10, 1996** – Regular, term-limited  
3 temporary and probationary employees who work a full-time schedule hired after July 10, 1996 shall  
4 accrue vacation leave benefits as described in the following table:

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| <b>Full Years of Service</b>            | <b>Equivalent/<br/>Pro-Rated days<br/>(7.2 hours/day)</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<br>and beyond | 30  |

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26 **8.2. Vacation Schedule for Employees Hired on or before July 10, 1996** - Regular  
27 employees hired on or before July 10, 1996 in the former DYS shall accrue vacation leave benefits as  
28 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  |
| <b>Maximum Vacation Balance allowable is 60 days</b>                              |  |                       |  |   |
| (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 Schedule** - Employees eligible for vacation leave who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Sections 8.1. or 8.2. depending on the date of hire; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled workweek.

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

1           **8.5.** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation  
2 leave until they have successfully completed their first six (6) months of service in a paid leave  
3 eligible position. Employees leaving employment prior to successfully completing their first six (6)  
4 months of service shall forfeit and not be paid for accrued vacation leave.

5           **8.6.** Employees eligible for vacation leave shall be paid for accrued vacation leave to their  
6 date of separation up to the maximum accrual amount if they have successfully completed their first  
7 six (6) months of service in a paid leave eligible position. Payment shall be the accrued vacation  
8 leave multiplied by the employee's rate of pay in effect upon the date of leaving employment less  
9 mandatory withholdings.

10           **8.7.** Employees eligible for vacation leave may accrue up to sixty (60) days vacation  
11 calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two  
12 (432) hours. Employees eligible for vacation leave shall use vacation leave beyond the maximum  
13 accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the  
14 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount  
15 unless the director/designee has approved a carryover of such vacation leave because of cyclical  
16 workloads, work assignments or other reasons as may be in the best interests of the Court.

17           **8.8.** In cases of separation from employment by death of an employee with accrued vacation  
18 leave and who has successfully completed his/her first six (6) months of service in a paid leave  
19 eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made  
20 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

21           **8.9.** If a regular employee eligible for vacation leave resigns or is laid off and subsequently  
22 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the  
23 employee's prior service shall be counted in determining the vacation leave accrual rate under  
24 Sections 8.1. or 8.2., as applicable.

25           **8.10.** Employees eligible for overtime may use vacation leave in quarter (1/4) hour  
26 increments at the discretion of the manager/designee.

27           **8.11.** Employees who are in a probationary period as a result of promotion shall be entitled to  
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1 use vacation time accrued in their prior position while they are in a probationary status in their new  
2 position subject to the approval of the manager/designee.

3 **8.12.** The Court is responsible for the proper administration of the vacation leave benefit.  
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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. Employees eligible for overtime may use sick leave 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. Employees eligible to accrue sick leave and who have successfully completed at least  
19 five (5) years of benefit eligible service and who retire as a result of length of service or who  
20 terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11,  
21 as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave  
22 multiplied by the employee's rate of pay in effect upon the date of leaving employment less  
23 mandatory withholdings.

24 9.7. **Leave Without Pay** - An employee must use all of his/her sick leave before taking any  
25 unpaid leave for his/her own health reasons. An employee who has exhausted all of his/her sick leave  
26 may use accrued vacation leave as sick leave before going on a leave of absence without pay. If the  
27 injury is compensable under the County's workers compensation program, then the employee has the  
28 option to augment or not augment time loss payments with the use of accrued sick leave.

1           **9.8.** Accrued sick leave will be used for the following reasons:

2           **A.** The employee's bona fide illness; provided, that an employee who suffers an  
3 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
4 in a total amount greater than the net regular pay of the employee;

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

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

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

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

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

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

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

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

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

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

26                   2. The family member is the employee's spouse or domestic partner, the  
27 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
28

1 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
2 employee, the employee's spouse or domestic partner; and,

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

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

7 b. The care of the employee's child or child of the employee's spouse  
8 or domestic partner whose illness or health condition requires treatment or supervision by the  
9 employee; or

10 c. Care of a family member who suffers from a serious health  
11 condition.

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

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

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

24 **B. Reduced Schedules** - An employee may take leave intermittently or on a reduced  
25 schedule when medically necessary due to a serious health condition of the employee or family  
26 member of the employee; and

27 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a  
28 reduced leave schedule under Section 9.9.B that is foreseeable based on planned medical treatment,

1 the manager/designee may require the employee to transfer temporarily to an available alternative  
2 position for which the employee is qualified and that has equivalent pay and benefits and that better  
3 accommodates recurring periods of leave than the regular position of the employee.

4 **9.9.1. Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18)  
5 workweek family medical leave entitlement.

6 **9.9.2. Insurance Premiums** - The County will continue its contribution toward health care  
7 during any unpaid leave taken under Section 9.9.

8 **9.9.3. Return to Work from Unpaid Leave** - An employee who returns from unpaid family  
9 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

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

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

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

14 **9.9.4. Failure to Return to Work** - Failure to return to work by the expiration date of the  
15 leave of absence may be cause for removal and result in termination of the employee.

16 **9.10. Provider Certification** - Verification from a licensed health care provider may be  
17 reasonably required to substantiate the health condition of the employee or family member for leave  
18 requests.

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

23 **9.12.** Sick leave may only be used for absences from a regular scheduled work shift.

24 **9.13.** Employees who are in a probationary status shall not be denied the valid use of accrued  
25 sick leave.

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 (1) year of service as a regular employee, the donation must be used within ninety (90) days, and  
8 donated hours that are not used within ninety (90) days will revert to the donor. The transfer must be  
9 approved by the Chief Administrative Officer. The donor may not receive any compensation for such  
10 donation.

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

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

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

27 **10.3. Bereavement Leave**

1           A. Employees eligible for paid leaves shall be entitled to three (3) working days of  
2 bereavement leave per occurrence due to death of members of their immediate family.

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

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

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

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

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

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

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

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 ten (10) working days after the occurrence or  
9 knowledge of the occurrence of the incident that gave rise to such grievance. Employees have the  
10 right to union representation at all 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 in  
13 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 twenty (20) working 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 fifteen (15) working days following the Step 1 response. The Labor Negotiator/designee shall  
20 meet with the employee and Union representative to gain all relevant facts and shall attempt to settle  
21 the dispute. The Labor Negotiator/designee will notify the employee and the Union in writing within  
22 fifteen (15) working 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.       (a) The meeting will include a mediator(s) and the affected parties.

24                               (b) 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.

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5. If the matter is not resolved, the grievance may continue through the grievance process.

6. The moving party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.

7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

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

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

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

11.9. For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays.

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 within  
6 thirty (30) calendar days and negotiate such parts or provisions effected. The remaining parts or  
7 provisions shall remain in full force and effect.

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 remain in effect  
4 December 31, 2003.

5  
6 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2002

7  
8  
9  
10 By \_\_\_\_\_  
11 King County Executive

12  
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14 UNION:

15  
16 \_\_\_\_\_  
17 Washington State Council of County and City Employees

18 LOCAL:

19  
20 \_\_\_\_\_  
21 Ken Conley  
22 President, Local 2084SC-S

23 LOCAL:

24  
25 \_\_\_\_\_  
26 Shawn Brown  
27 Probation Supervisor Representative, Local 2084SC-S

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

6 Subject: 2000 Cost of Living

7 Effective January 1, 2000, the County agrees to increase wage rates for the classifications  
8 listed under Addendum A of the Agreement by 2.52%. Current and retired county employees who  
9 were employed by the Superior Court during the year 2000 will receive wages retroactively adjusted  
10 to reflect the increase to the wage rates as provided herein. This agreement is conditioned on the  
11 bargaining unit ratifying the County's and Superior Court's Agreements during its first ratification  
12 vote.

13 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

14  
15 By \_\_\_\_\_  
16 King County Executive

17 UNION:

18  
19 \_\_\_\_\_  
20 Washington State Council of County and City Employees

21 LOCAL:

22 \_\_\_\_\_  
23 Ken Conley  
24 President, Local 2084SC-S

25 LOCAL:

26 \_\_\_\_\_  
27 Shawn Brown  
28 Probation Supervisor Representative, Local 2084SC-S

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

6 Subject: 2001 through 2003 County Agreement

7 The cost-of-living provision under Section 5.3 of the 2001 through 2003 Agreement is the  
8 only provision of the Agreement that is retroactive. All other provisions of the Agreement will be  
9 implemented when administratively feasible following ratification of the Agreement. Only  
10 employees who are employed by the Superior Court at the time the Agreement is ratified by the  
11 bargaining unit, current county employees and county employees who have retired since January 1,  
12 2001 will receive the retroactive cost-of-living adjustment to their wages for the time they have been  
13 employed by the Superior Court since January 1, 2001. This agreement is conditioned on the  
14 bargaining unit ratifying the County's and Superior Court's Agreements during its first ratification  
15 vote.

16 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

17 By \_\_\_\_\_

18 King County Executive

19 UNION:

20 \_\_\_\_\_  
21 Washington State Council of County and City Employees

22 LOCAL:

23 \_\_\_\_\_  
24 Ken Conley  
25 President, Local 2084SC-S

26 LOCAL:

27 \_\_\_\_\_  
28 Shawn Brown  
Probation Supervisor Representative, Local 2084SC-S

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

6 **Subject: Signing Bonus**

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

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

13  
14 By \_\_\_\_\_

15 King County Executive

16 **UNION:**

17  
18 \_\_\_\_\_  
Washington State Council of County and City Employees

19 **LOCAL:**

20  
21 \_\_\_\_\_  
Ken Conley  
President, Local 2084SC-S

22  
23 **LOCAL:**

24  
25 \_\_\_\_\_  
Shawn Brown  
Probation Supervisor Representative, Local 2084SC-S

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

6 **Subject: Wage Range Increase**

7 The County will increase the wage range for the classifications of Juvenile Probation  
8 Counselor Supervisor and Screening Supervisor from range 59 to range 60 effective January 1, 2003;  
9 provided, that both the County's and Superior Court's Agreements are ratified by the bargaining unit  
10 in the first vote. Employees will remain on their wage step when the new wage ranges go into effect  
11 on January 1, 2003.

12  
13  
14 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

15 By \_\_\_\_\_  
16 King County Executive

17 UNION:

18  
19 \_\_\_\_\_  
Washington State Council of County and City Employees

20 LOCAL:

21  
22 \_\_\_\_\_  
Ken Conley  
President, Local 2084SC-S

23 LOCAL:

24  
25 \_\_\_\_\_  
Shawn Brown  
Probation Supervisor Representative, Local 2084SC-S



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

6 Subject: Management Leave

7 The County will provide each regular employee who is not eligible for overtime under the  
8 Agreement with ten (10) days of Management Leave for the year 2002; provided, the County's and  
9 the Superior Court's Agreements are ratified on the first vote of the membership. Only those regular  
10 employees who employed with the Superior Court on the ratification date will be eligible for the  
11 leave. The leave must be used in 2002 and cannot be carried over to any successor year or cashed  
12 out. This agreement supercedes Section 5.12 for the year 2002.

13  
14 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

15  
16 By \_\_\_\_\_

17 King County Executive

18 UNION:

19  
20 \_\_\_\_\_  
Washington State Council of County and City Employees

21 LOCAL:

22  
23 \_\_\_\_\_  
Ken Conley  
President, Local 2084SC-S

24 LOCAL:

25  
26 \_\_\_\_\_  
Shawn Brown  
27 Probation Supervisor Representative, Local 2084SC-S

Washington State Council of County and City Employees, Council 2, Local 2084SC-S  
Superior Court - Wages  
Supervisors

2002

| Classification                          | Range |
|---|-------|
| Administrative Specialist IV            | 45*   |
| Business & Finance Officer II           | 58    |
| Youth Program Coordinator               | 58    |
| Juvenile Probation Counselor Supervisor | 59    |
| Screening Supervisor                    | 59*   |

2003

| Classification                          | Range |
|---|-------|
| Administrative Specialist IV            | 45*   |
| Business & Finance Officer II           | 58    |
| Youth Program Coordinator               | 58    |
| Juvenile Probation Counselor Supervisor | 60    |
| Screening Supervisor                    | 60*   |

\* Overtime eligible under the contract

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.