



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 17, 2004

Ordinance 14909

Proposed No. 2004-0242.1

Sponsors Patterson 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 2084SC-S (Superior Court
5 Supervisors - Wages Only), representing employees in the
6 superior court, and establishing the effective date of said
7 agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

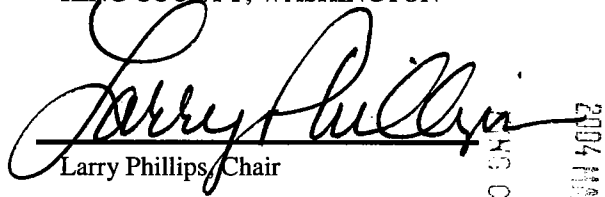
11 SECTION 1. The collective bargaining agreement negotiated between King
12 County and Washington State Council of County and City Employees, Council 2, Local
13 2084SC-S (Superior Court Supervisors - Wages Only), representing employees in the
14 superior court, and attached hereto, is hereby approved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

16 SECTION 2. Terms and conditions of said agreement shall be effective from
17 January 1, 2004, through and including December 31, 2006.
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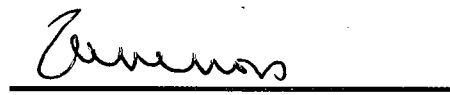
Ordinance 14909 was introduced on 5/10/2004 and passed by the Metropolitan King
County Council on 5/17/2004, by the following vote:

Yes: 10 - Mr. Phillips, Ms. Edmonds, Ms. Lambert, Mr. Pelz, Mr. McKenna,
Mr. Ferguson, Mr. Hammond, Mr. Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 3 - Mr. von Reichbauer, Mr. Gossett and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

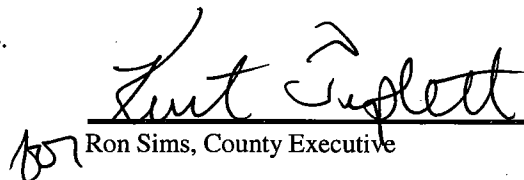
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2004 MAY 27 PM 4:11
CLERK
KING COUNTY COUNCIL

APPROVED this 27th day of may, 2004.


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. Wage Addendum Washington State Council of County and City Employees -- Council 2, Local 2084C-S -- Superior Court - Supervisors

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

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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 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 the County not specifically abridged, delegated or modified by the
8 Agreement are recognized by the Union as being retained by the County.

9 **3.2.1 Bi-weekly pay** – King County has the right to make changes to the payroll
10 system, including, but not limited to, the right to implement a bi-weekly payroll system and the
11 conversion of wages and leave accrual to an hourly rate.

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

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions, or privileges of employment as contained in this Agreement because of race, color, creed, religion, sexual orientation, marital status, national origin, age, sex, or 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 (2004, 2005, 2006), 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.

28 **5.7. Overtime** - Employees who are eligible for overtime, Screening Supervisor and

1 Administrative Specialist IV, shall be paid at an overtime rate of time and one-half (1-1/2) their
2 regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour
3 threshold for determining overtime eligibility is based on the accumulation of paid compensated
4 hours during the workweek.

5 **5.7.1. Overtime Screeners** – Screening Supervisors will receive overtime after
6 working eight (8) hours in a day and for all hours worked in excess of forty (40) hours per week. The
7 forty (40) hours threshold for determining overtime eligibility is based on the accumulation of paid
8 compensated hours during the workweek.

9 **5.8. Overtime for Temporary Employees** - Temporary employees who are eligible for
10 overtime, Screening Supervisor and Administrative Specialist IV, shall be compensated at one and
11 one-half times (1-1/2) the regular hourly rate of pay for all hours worked in excess of forty (40) hours
12 in a work-week. The forty (40) hour threshold for determining overtime eligibility is based on the
13 accumulation of regular hours paid. Temporary employees are not eligible for compensatory time.
14 The workweek is defined as Sunday through Saturday.

15 **5.9. Compensatory Time** – A regular employee who is eligible for overtime may request and
16 with the approval of the manager/designee may receive time off in lieu of overtime pay under the
17 same conditions provided in Section 5.7.

18 **5.10. Call-out** - A minimum of four (4) hours at the overtime rate shall be paid for each call-
19 out of an overtime eligible employee. Where such overtime exceeds four (4) hours, the actual hours
20 worked shall be compensated at the overtime rate. A call-out is defined as that circumstance when an
21 employee who is eligible for overtime, having completed the assigned shift and departed the
22 premises, is requested by the Court to return to work. The provisions of this Section shall not apply
23 to meeting and training sessions requiring a return to work.

24 **5.11. Mandatory Meetings/Training** – Employees who are eligible for overtime and who
25 are required by the County or the Court to attend meetings/training during their time off from work
26 will receive at least two hours of pay at the overtime rate. Should the meetings/training extend
27 beyond two (2) hours, employees will receive pay for the actual time attending the meetings/training
28 paid at the overtime rate.

1 **5.12. Management Leave** – Employees in the classifications listed under the wage
2 addendum are employed in a bona fide executive, administrative or professional capacity and are in
3 turn exempt from the overtime payments under the federal Fair Labor Standards Act (FLSA). The
4 employees in those classifications, except those employees in the classifications of Screening
5 Supervisor and Administrative Specialist IV who are eligible for overtime under this Agreement,
6 shall be covered under the Court’s Administrative Guidelines for FLSA Exempt Employees and are
7 expected to work the hours necessary to satisfactorily perform their jobs.

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

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

18 **B.** Management leave shall be effective at the beginning of the calendar year
19 following the performance appraisal and must be used in the calendar year for which it is given.
20 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.

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

1 time schedule receive paid holidays prorated based on their workday schedule.

2 **7.4. Holiday Compensation**

3 A. Full-time employees who are eligible for overtime and holiday pay shall receive
4 time and one-half (1-1/2) the regular rate of pay for all hours worked on a holiday listed in Section
5 7.1. above. This holiday compensation for hours actually worked on a holiday shall be in addition to
6 the eight (8) straight time hours of holiday pay. Employees who do not work the holiday shall either
7 receive an additional day's pay or shall at their option receive a substitute holiday, use of which must
8 be 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 overtime and holiday pay and work on a
11 holiday shall be paid time and one-half (1-1/2) the regular rate of pay for the actual hours worked. In
12 addition, the employees shall receive holiday pay for holidays which fall on regularly scheduled
13 working days and the holiday pay shall be pro-rated based on the employees regularly scheduled
14 working hours. Employees will not be compensated for holidays falling on days which they are not
15 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:

5
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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 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
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 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
28 use vacation time accrued in their prior position while they are in a probationary status in their new

1 position subject to the approval of the manager/designee.

2 **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 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the

1 employee, the employee's spouse or domestic partner; and,

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

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

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

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

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

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

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

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

26 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
27 reduced leave schedule under Section 9.9.B that is foreseeable based on planned medical treatment,
28 the manager/designee may require the employee to transfer temporarily to an available alternative

1 position for which the employee is qualified and that has equivalent pay and benefits and that better
2 accommodates recurring periods of leave than the regular position of the employee.

3 **9.9.1. Concurrent Time** - Use of donated leave will run concurrently with the
4 eighteen (18) workweek family medical leave entitlement.

5 **9.9.2. Insurance Premiums** - The County will continue its contribution toward health
6 care during any unpaid leave taken under Section 9.9.

7 **9.9.3. Return to Work from Unpaid Leave** - An employee who returns from unpaid
8 family or medical leave within the time provided in this Article is entitled, subject to layoff
9 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
12 conditions of 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
15 the 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
19 on the donating employee's regular hourly rate at the time of the donation. This amount will then be
20 divided 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**

28 **A.** Employees eligible for paid leaves shall be entitled to three (3) working days of

1 bereavement leave per occurrence due to death of members of their immediate family.

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

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

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

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

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

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

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

22 **10.7 Family Care** – Employees may use available paid leave, including vacation and sick
23 leave, to care for immediately family members in accordance with RCW 49.12.270.

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.

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1 **ARTICLE 13: DURATION**

2 This Agreement shall become effective January 1, 2004 or upon full and final ratification and
3 approval by all formal requisite means by the Metropolitan King County Council, whichever shall be
4 sooner, and shall remain in effect until December 31, 2006 (inclusive).

5
6 APPROVED this _____ day of _____, 2003

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8
9
10 By _____
11 King County Executive

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13
14 UNION:

15
16 _____
17 Robert M. Sprague
18 Washington State Council of County and City Employees, Council 2

19 LOCAL:

20
21 _____
22 Ken Conley
23 President, Local 2084SC-S

24 LOCAL:

25
26 _____
27 Shawn Brown
28 Probation Supervisor Representative, Local 2084SC-S

Binder Code: 274

Wage Addendum

Union Code: 2084S

Washington State Council of County and City Employees

Council 2, Local 2084SC-S

Superior Court - Supervisors

2004-0242 -- Attachment B

14909

Class Code	Peoplesoft Number	MSA Number	Classification	Range *
4201400	421506	8389	Administrative Specialist IV	45 **
2131200	214211	8162	Business and Finance Officer II	58
3120500	313602	8321	Chemical Dependency Screener Supervisor	60 **
6208100	620802	8774	DC/CDDA Program Manager	60 **
6213200	622401	8492	Juvenile Probation Counselor Supervisor	60
5242100	524402	8437	Youth Program Coordinator	58

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

** Overtime eligible under the contract.